

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL OCTOBER 21, 2024

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on October 21, 2024, in the Bondurant Community Library, 104 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 September 30, 2024, & October 7, 2024 City Council Meeting Minutes
 - b. Claims List
 - c. Application for Council Approval
 - d. - Resolution of Termination and Amendment (Central Iowa Drinking Water Commission)
 - e. O-241007-214 - (Second Reading) Ordinance regarding request to rezoning to rezone portions of the Civic Campus North Preliminary Plat area from the Medium Industrial (M-2) District to the General Commercial (C-2) District
 - f. - Resolution approving the Professional Services Agreement with Shive-Hattery in the amount of \$10,860 for design work associated with the Wolf Creek Park basketball court project
 - g. - Resolution Approving Purchase of Hydraulic Tools for Backhoe from Mid-Country Machinery, Inc.
 - h. - Resolution approving proposal to provide underground electrical service for the Bondurant Emergency Services Facility from Mid-American Energy in the amount of \$151,070.30
 - i. - Resolution establishing an electrical easement between the City of Bondurant and Mid-American Energy Company for a 10-foot easement at

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.

2400 Eisenhower Drive, SE (Water Tower)

- j. - Resolution approving pay request no. 1 for the Bondurant Emergency Services Facility Project in the amount of \$922,363.29
 - k. - Resolution setting date of public hearing on the plans, specifications, and form of contract for the Civic Campus Phase 2 Improvements Project
 - l. - Resolution setting the Public Hearing for Disposal of Real Property back to Farmers Elevator Co.
6. Guests requesting to address the City Council
- a. Amanda Wanke, DART
7. Action Items
- a. - Resolution approving the 28E agreement between the City of Bondurant and the Board of Trustees for the Des Moines Water Works for what will be known as the NE Water Utility Improvements
 - b. - Resolution approving action to order construction and setting a date for bid letting and public hearing for Bondurant City Park Phase 2
 - c. O-241007-215 - (Second Reading) Ordinance considering the text amendment to Section 178.12 of the Zoning Code creating the Business Park (BP) District
 - d. O-241007-213 - (Second Reading) Ordinance regarding request to rezoning to rezone 319 Washington Avenue SE from the General Commercial (C-2) District to the Business Park (BP) District
8. Discussion Items -
- a. Presentation and Discussion of the Hotel Market Study
 - b. Inspection Surcharge Discussion
9. Reports / Comments and appropriate action thereon:
- a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
10. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
11. Adjournment

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

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.

*A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
September 30, 2024
Bondurant City Council

1. Roll Call

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

Absent: Mayor Doug Elrod

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

2. Call to Order and Declaring a Quorum

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

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Cox, seconded by Driscoll, to approve the agenda. Vote on Motion 5-0. Motion carried.

5. Consent Agenda:

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

a. Treasurer's Report August 2024

b. R-240930-209- Resolution approving Job Descriptions Lieutenant Fire/EMS Coordinator

c. R-240930-210- Resolution of endorsement for the City of Bondurant's application to the Iowa Department of Natural Resources' Water Recreation Access Cost-Share Program for funding to assist with the installation of the kayak launch at Lake Petocka

**A virtual meeting was offered.*

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

6. Guests requesting to address the City Council
Jeff Cook, 708 Jefferson Avenue, SE, inquired about "The Garden" installation at Lake Petocka and shared his thoughts on several related issues.
7. Action Items
 - a. O-240903-212 - (Second Reading) Ordinance amending the City Code of Bondurant, Iowa, by adding a new chapter titled Chapter 56 - Urban Chickens
Jeff Cook, 708 Jefferson Avenue, SE, questioned the council regarding the reasoning behind their decision in the most recent vote. His concerns included the potential for pitting neighbors against each other, conflicts between city regulations and neighborhood covenants, and the possibility of allowing chickens for a year only to later revoke the allowance.

Motion by Driscoll, seconded by Sillanpaa, to Approve the second reading of O-240903-212. Roll Call: Ayes: McKenzie, Sillanpaa, Driscoll. Nays: Cox, Pepper. Absent: Mayor Elrod. Motion carried 3-2.
8. Discussion Items -
 - a. Bondurant Emergency Services Staffing and Operation Analysis
City Administrator Oliver presented a comprehensive report to the council analyzing the Bondurant Emergency Services (BES) department's current staffing model, operations, and future planning. The report reviewed the department's transition from a volunteer-based organization to its current mix of full-time, part-time, and paid-per-call staff. Key issues discussed included call and response data, staffing alternatives, and long-term goals, such as transitioning to a fully staffed model and conducting a wage study to ensure competitive compensation.

Staff recommendations included transitioning to 12-hour shifts, moving from a paid-per-call model to employing part-time and full-time staff by December 1, 2024, creating two new positions (Lieutenant Fire/Paramedic Coordinator and Fire/Paramedic Specialist), and gradually hiring additional personnel to meet growing demands by FY29.

Chief Kreuder also provided additional insights, and the council's input was sought to guide future decisions regarding BES staffing and operations.

**A virtual meeting was offered.*

- b. Law Enforcement Study Findings (continued)
City Administrator Oliver presented a review of the recently conducted Public Safety study. The purpose of this item was to provide an opportunity for ongoing discussion regarding the study's findings and recommendations and to revisit the summary presented by staff in July. The study analyzed the current public safety operations and outlined potential impacts on the general fund and levy rate.

Jeff Cook, 708 Jefferson Avenue, SE, voiced his opinion on the findings and requested clarification on future growth, expressing his belief that the city should prioritize addressing the current needs of the fire department.

9. Reports / Comments and appropriate action thereon:

- a. Mayor
McKenzie - CVB update.
- b. Council Members
Cox - Upcoming meetings.
Sillanpaa - Upcoming meetings.
Peffer - City Park comments.
Driscoll - Upcoming meetings.
- c. Administrator
Upcoming events.
- d. Directors
Kreuder - Department update.
Jess - Department update.
Murray - Department update.
Klinker-Feld - Department update.
Horton - Department update.
Hagan - Department update.

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

Motion by Driscoll, seconded by Sillanpaa, to Move into Closed Session at 07:28 PM. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: Mayor Elrod. Motion carried 5-0.

Mayor Pro Tem McKenzie closed the Closed Session at 08:07 PM.

11. Adjournment

Motion by Peffer, seconded by Cox, to adjourn at 08:07 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

**A virtual meeting was offered.*

ATTEST:

Angela McKenzie, Mayor Pro Tem

I, the understated Mayor Pro Tem 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 September 30, 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.

Angela McKenzie, Mayor Pro Tem

*A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
October 7, 2024
Bondurant City Council

1. Roll Call

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

Absent: Council Member Angela McKenzie

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

2. Call to Order and Declaring a Quorum

Mayor Elrod called the meeting to order at 06:00 PM and declared a
quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

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

5. Consent Agenda:

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

a. Approval of September 16, 2024, & September 30, 2024

b. Claims List

c. Treasurer Report September 2024

d. Applications for Council Approval

e. Community Planning Month Proclamation

**A virtual meeting was offered.*

- f. Receive & File - Library Board Meeting Minutes of September 6, 2024, & Director's Report
- g. R-241007-211- Resolution approving action to order construction and set date of bid letting and public hearing for the Civic Campus Phase 2 Improvements Project
- h. R-241007-212- Resolution approving Addendum to the Iowa DOT Agreement 2024-R-001(RISE Grant) for the Civic Campus Phase 2 Improvements Project
- i. R-241007-213- Resolution authorizing City staff to execute the Land & Water Conservation Fund Grant Agreement between the City of Bondurant and the Iowa DNR for funding to assist with the acquisition of land associated with the Chichaqua Valley Trail extension project through the Grain District at 401 2nd Street, NE
Council Member Pepper inquired about the cemetery perpetual care fund on item #5c.

Motion by Driscoll, seconded by Cox, to approve the Consent Agenda, excluding the September 30, 2024, meeting minutes. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- 6. Guests requesting to address the City Council
Jeremy Westrem, 1000 Meadowland Court, NW, addressed the Council regarding vandalism to his property last week, which resulted in approximately \$1,000 in damages during Homecoming week.
 - a. Polk County Sheriff's Department
Lieutenant Grego reported a total of 640 service calls for September. He also provided an update on calls related to last week's Homecoming events, noting several incidents involving juveniles.

7. **Public Hearing**

- a. Public hearing to consider text amendment to Section 178.12. of the Zoning Code creating the Business Park (BP) District
Mayor Elrod opened the public hearing at 06:15 PM.

Planning & Community Development Director Murray explained the text amendment.

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

**A virtual meeting was offered.*

- b. Public hearing to consider request to amend the Future Land Use Map for 319 Washington Avenue SE from Regional Commercial to Business Park/Light Industrial

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

Planning & Community Development Director Murray explained the request to the council and the public.

Mayor Elrod closed the public hearing at 06:22 PM.

- c. Public hearing to consider the request to rezone 319 Washington Avenue SE from the General Commercial (C-2) District to the Business Park (BP) District

Mayor Elrod opened the public hearing at 06:22 PM.

Planning & Community Development Director Murray explained the request to the council and the public.

Mayor Elrod closed the public hearing at 06:23 PM.

- d. Public hearing to consider request to amend the Future Land Use Map for portions of the Civic Campus North Preliminary Plat area from Public/Semi-Public to Regional Commercial

Mayor Elrod opened the public hearing at 06:23 PM.

Planning & Community Development Director Murray explained the request to the council and the public.

Mayor Elrod closed the public hearing at 06:25 PM.

- e. Public hearing to consider the request to rezone portions of the Civic Campus North Preliminary Plat area from the Medium Industrial (M-2) District to the General Commercial (C-2) District

Mayor Elrod opened the public hearing at 06:25 PM.

Planning & Community Development Director Murray explained the request to the council and the public.

Mayor Elrod closed the public hearing at 06:26 PM.

8. Action Items

- a. O-240903-212 - (Third and Final Reading) Ordinance amending the City Code of Bondurant, Iowa, by adding a new chapter titled Chapter 56 - Urban Chickens

Brian Deeds, of 130 Snyder Street SE, addressed the Council to express his concerns regarding urban chickens.

The Council discussed the ordinance. However, since no motion was made, the item failed because of a lack of action.

- b. O-241007-215 - (First Reading) Ordinance considering the text amendment to Section 178.12 of the Zoning Code creating the Business Park (BP) District
Motion by Cox, seconded by Pepper, to Approve the first reading of O-241007-215. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- c. R-241007-214- Consideration of resolution to amend the Future Land Use Map for 319 Washington Avenue SE from Regional Commercial to Business Park/Light Industrial
Motion by Pepper, seconded by Driscoll, to Approve R-241007-214. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- d. O-241007-213 - (First Reading) Ordinance regarding request to rezoning to rezone 319 Washington Avenue SE from the General Commercial (C-2) District to the Business Park (BP) District
Motion by Pepper, seconded by Driscoll, to Approve the first reading of O-241007-213. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- e. R-241007-215- Consideration of resolution to amend the Future Land Use Map for portions of the Civic Campus North Preliminary Plat area from Public/Semi-Public to Regional Commercial
Motion by Driscoll, seconded by Pepper, to Approve R-241007-215. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- f. O-241007-214 - (First Reading) Ordinance regarding request to rezoning to rezone portions of the Civic Campus North Preliminary Plat area from the Medium Industrial (M-2) District to the General Commercial (C-2) District
Motion by Driscoll, seconded by Cox, to Approve the first reading of O-241007-214. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- g. R-241007-216- Resolution approving bid to remove ROW Trees within the City of Bondurant in an amount not to exceed \$25,000
Motion by Cox, seconded by Driscoll, to Approve R-241007-216 and allow staff to proceed with expenditures not to exceed \$20,000. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- h. R-241007-217- Resolution approving the Grain District Downtown Redevelopment Plan Memorandum of Understanding
City Administrator Oliver explained the Memorandum of Understanding (MOU) to the Council and noted that a Development Agreement would

**A virtual meeting was offered.*

follow later.

Motion by Cox, seconded by Pepper, to Approve R-241007-217. Roll Call:
Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie.
Motion carried 4-0.

9. Reports / Comments and appropriate action thereon:

- a. Mayor
Greater Des Moines Partnership roundtable discussion update,
upcoming meetings.
- b. Council Members
Driscoll - Coffee with the Cops event, BES groundbreaking ceremony
today, BRAVO gala.
Pepper - Upcoming meetings
Sillanpaa - P&Z update.
Cox - Upcoming meetings.
- c. Administrator
City update.
- d. Directors
Horton - Department update.
Kreuder - Department update.
Murray - Department update.
Sanders - Department update.
Hagan - None.

10. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property
acquisition and 21.5.1(c) potential or pending litigation
Motion by Driscoll, seconded by Cox, to Move into Closed Session at
07:22 PM. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None.
Absent: McKenzie. Motion carried 4-0.

Mayor Elrod closed the Closed Session at 08:19 PM.

11. Adjournment
Motion by Pepper, seconded by Cox, to adjourn at 08: PM. Vote on
Motion 4-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

**A virtual meeting was offered.*

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 October 7, 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



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

Item No. 5.b.
For Meeting of 10/21/2024
Motion

TITLE: Claims List

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Claims List



Payroll Check Register

Checks

Pay Period: 9/22/2024-10/6/2024

Packet: PYPKT00613 - 09/22-10/06/2024 PAID 10/11/2024

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
----------	------------	------------	------	--------	--------

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



Payroll Check Register

Direct Deposits

Pay Period: 9/22/2024-10/6/2024

Packet: PYPKT00613 - 09/22-10/06/2024 PAID 10/11/2024

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADKISSON, JENNIFER	3145	10/11/2024	609.93	105513
AGANS, PAYTON	1602	10/11/2024	1,843.89	105514
BAAS, JAMIE	4147	10/11/2024	196.36	105515
BAILEY, BOYCE E	7104	10/11/2024	1,312.60	105516
BERGESON, JOHN W	7121	10/11/2024	1,991.03	105517
BRIGGS, ASHTON S	1511	10/11/2024	821.13	105518
BRUCE, EMMA	3141	10/11/2024	693.17	105519
CARPENTER, JOHN C	5129	10/11/2024	1,631.29	105520
CLAMAN, CATHERINE JO	3146	10/11/2024	233.77	105521
CLAMAN, CATHERINE JO	3146	10/11/2024	350.65	105521
COLLISON, PATRICK F	5103	10/11/2024	2,510.63	105522
CORY, JOHN P	7120	10/11/2024	1,610.85	105523
CRITTENDEN, MATTHEW	1567	10/11/2024	743.35	105524
DE LOS SANTOS, JUAN DAVID	7128	10/11/2024	1,525.53	105525
DENHAM, DARIN	7129	10/11/2024	1,549.60	105526
DOMINGUEZ, MATTHEW P	1513	10/11/2024	653.23	105527
ELLIOTT, KYLE	1568	10/11/2024	949.90	105528
GANNAWAY, COURTNEY	1597	10/11/2024	1,096.08	105529
GILSON, DUSTY ALAN	7124	10/11/2024	1,555.31	105530
HAGAN, SHELBY L	5118	10/11/2024	2,735.11	105531
HARMISON, TROY G	1503	10/11/2024	1,839.61	105532
HIGGINS, DAVID P.	7105	10/11/2024	1,514.55	105533
HORTON, JOHN C	7112	10/11/2024	3,580.18	105534
HORTON, JOHN C	7112	10/11/2024	100.00	105534
HUFF, TIMOTHY J	1559	10/11/2024	1,901.19	105535
JESS, JENE' N	5123	10/11/2024	3,459.78	105536
JOHNSON, ANNASTASHA	5130	10/11/2024	1,474.08	105537
KENT, RONALD D	7115	10/11/2024	492.41	105538
KING, CHRISTINA M	3143	10/11/2024	606.94	105539
KLINKER, KRIS	7116	10/11/2024	393.88	105540
KLINKER-FELD, MICHELL M	3135	10/11/2024	2,268.37	105541
KLUS, KATIE	5134	10/11/2024	1,587.65	105542
KREUDER, AARON M	1441	10/11/2024	3,834.58	105543
KRUSE, OSCAR	1586	10/11/2024	604.63	105544
LUING, TIFFANY A	5133	10/11/2024	1,986.86	105545
LUNDQUIST, BRADLEY D	1555	10/11/2024	912.64	105546
MARSHMAN, CRAIG A	5125	10/11/2024	1,773.75	105547
MASON, KYLE	1598	10/11/2024	1,054.93	105548
MERRILL, SARAH J	1590	10/11/2024	2,474.12	105549
MILLER, BRODY E	1582	10/11/2024	1,567.91	105550
MURRAY, MARGARET	5126	10/11/2024	3,236.56	105551
OLIVER, MARKET A S	8403	10/11/2024	3,818.83	105552
OLIVER, MARKET A S	8403	10/11/2024	300.00	105552
PEZLEY, ISAAC J	5132	10/11/2024	2,326.47	105553
RAUTERBERG, ANTHONY	1599	10/11/2024	2,643.91	105554
REYNOLDS, RAY A	1537	10/11/2024	1,006.28	105555
RICCIO, ANTHONY F	1583	10/11/2024	772.07	105556
SANDERS, JILL C	3128	10/11/2024	3,358.41	105557
SCHINCKE, MEGAN	3137	10/11/2024	125.00	105558
SCHINCKE, MEGAN	3137	10/11/2024	1,075.82	105558
SCHINCKE, MEGAN	3137	10/11/2024	461.06	105558

Employee	Employee #	Date	Amount	Number
SEXTON, WILLIAM M	7125	10/11/2024	250.00	105559
SEXTON, WILLIAM M	7125	10/11/2024	1,153.97	105559
SPENCER, OWEN	1603	10/11/2024	2,502.99	105560
SPOERRY, DANIELLE M	1527	10/11/2024	1,322.56	105561
SUHR, CARLENE E.F.	3144	10/11/2024	1,468.53	105562
SUMMERS, AANNA N	1575	10/11/2024	1,133.10	105563
SUMMERS, ALAN C	1534	10/11/2024	1,160.45	105564
WELTHA, CLAYTON	1566	10/11/2024	690.63	105565



Payroll Check Register

Report Summary

Pay Period: 9/22/2024-10/6/2024

Packet: PYPKT00613 - 09/22-10/06/2024 PAID 10/11/2024

Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	59	86,848.11
Total	59	86,848.11

Tax Abatement Applications
October 7, 2024
City of Bondurant

Name	Address	Closing Date	Cost
Hategeka Bahura	913 Cove Street, SE	3/8/2022	\$350,000
Jeremy Baysinger	1001 Meadowland Court, NW	10/03/2024	\$685,472.76



October 7, 2024

RECEIVED

OCT 09 2024

CITY OF BONDURANT

TO: City of Bondurant, IA

FROM: Natalie Morgan, Licensing Legal Assistant

RE: New Casey's #4396

Casey's is in the process of constructing a new store at 1130 2nd Street. The store is (tentatively) set to open on December 12, 2024. I have already submitted an alcohol license application online with Iowa ABD on October 2nd (App-209424). I have also enclosed the store's tobacco permit application with a \$56.25 check to cover the permit fee.

Please let me know when the city council meets, and if a Casey's representative needs to be present for our alcohol and/or tobacco license approval.

You can reach me through email at Natalie.Morgan@caseys.com, or by phone at (515) 381-4090.

Sincerely,

Natalie Morgan
Licensing Legal Assistant

**Additional instructions are on the final page.**For period (MM/DD/YYYY) 12 / 01 / 2024 through 06/30/2025

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:Legal name/Doing business as (DBA): CASEY'S #4396Iowa sales and use tax account number: 0-00-007787Retail address: 1130 2ND STREET NW City: BONDURANT State: IA ZIP: 50035Mailing address: ONE SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021Phone: 515-304-4586**Legal Ownership Information:**Type of ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP: CASEY'S MARKETING COMPANYPrimary office address: ONE SE CONVENIENCE BLVD City: ANKENY State: IA ZIP: 50021Phone: (515) 381-4090 Fax: (515) 446-6303 Email: LICENSINGTEAM@CASEYS.COM**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐ Vending machine that assembles cigarettes ☐ Delivery sales of alternative nicotine/vapor products (see instructions) ☐Mobile sales (see instructions) ☐ VIN: _____ License plate number: _____

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative nicotine products ☒ Vapor products ☒**Type of Establishment: (Select the options that best describe the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Other (provide description) ☐ _____

Do you have other permits issued under Iowa Code chapter 453A at this retail location? If yes, provide permit number(s): N/A

Do you intend to make retail sales to ultimate consumers? Yes ☒ No ☐

Include with this application a list of your suppliers of cigarettes, tobacco, alternative nicotine and vapor products on a separate sheet.

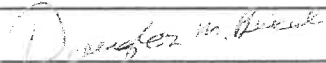
Identify partners or corporate officers (up to three) if the business is not a sole proprietorship.Name: SAMUEL JAMES Title: PRESIDENTAddress: ONE SE CONVENIENCE BLVDCity: ANKENY State: IA ZIP: 50021Name: BRIAN JOHNSON Title: VICE PRESIDENT

Address: ONE SE CONVENIENCE BLVDCity: ANKENY State: IA ZIP: 50021Name: DOUGLAS BEECH Title: ASSISTANT SECRETARYAddress: ONE SE CONVENIENCE BLVDCity: ANKENY State: IA ZIP: 50021

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Authorized Party

I, the undersigned, declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete. I declare that I am authorized to act on behalf of the taxpayer, and will only act within my authority.

Printed Name/Title: DOUGLAS M. BEECHAuthorized Signature: Date: 10/07/2024 Email: LICENSINGTEAM@CASEYS.COM

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Tobacco Supplier	Address
RJ REYNOLDS TOBACCO COMPANY	401 N MAIN ST,WINSTON SALEM, NC 27101
RJ REYNOLDS VAPOR COMPANY	PO BOX 906,WINSTON-SALEM, NC 27102
American Snuff	813 RIDGE LAKE BLVD,MEMPHIS, TN 38120
US Smokeless	6601 W BROAD ST,RICHMOND, VA 23230
National Tobacco	5201 INTERCHANGE WAY,LOUISVILLE, KY 40229
Juul Labs	1000 F ST NW 8TH FLOOR,WASHINGTON, DC 20004
CHEYENNE INTERNATIONAL	701 S BATTLEGROUND AVE,GROVER, NC 28073
FARMERS TOBACCO CO	PO BOX 98,CYNTHIANA, KY 41031
HELIX INNOVATIONS LLC	6603 WEST BROAD ST,RICHMOND, VA 23230
INTER CONTINENTAL CIGAR CORPORATION	3251 COMMERCE PKWY,MIRAMAR, FL 33025
ITG BRANDS, LLC	714 GREEN VALLEY RD,GREENSBORO, NC 27408
ITG CIGARS INC	714 GREEN VALLEY RD,GREENSBORO, NC 27408
FONTEM US INC	1100 S TRYON ST., STE 350,CHARLOTTE, NC 28203
KRETEK INTERNATIONAL INC	5449 ENDEAVOUR CT,MOORPARK, CA 93021
LIGGETT VECTOR BRANDS LLC	3800 PARAMOUNT PKWY STE 250,MORRISVILLE, NC 27560
MODORAL BRANDS INC	401 N MAIN ST,WINSTON-SALEM, NC 2710
NJOY LLC	9977 N 90TH ST STE 160,SCOTTSDALE, AZ 8525
PHILIP MORRIS USA INC	6601 W BROAD ST,RICHMOND, VA 23230
PREMIER MANUFACTURING INC	629 CEPI DR,CHESTERFIELD, MO 63005
REPUBLIC BRANDS LP	2301 RAVINE WAY,GLENVIEW, IL 60025
SANTA FE NATURAL TOBACCO COMPANY INC	ONE PLAZA LA PRENSA,SANTE FE, NM 8750
SCANDINAVIAN TOBACCO GROUP LANE LTD	2280 MOUNTAIN INDUSTRIAL BLVD,TUCKER, GA 30084
SHOW CIGARS INC	1551 N POWERLINE RD,POMPANO BEACH, FL 33069
SMOKEY MOUNTAIN	365 POST RD,DARIEN, CT 06820
SWEDISH MATCH NORTH AMERICA LLC	1021 E CARY ST STE 1600,RICHMOND, VA 23219
SWISHER INTERNATIONAL INC	459 E 16TH ST,JACKSONVILLE, FL 32206
ROGUE HOLDINGS	459 E 16TH ST,JACKSONVILLE, FL 32206
BIC USA INC	PO BOX 416552,BOSTON, MA 02241-6552
D D BEAN & SONS CO	

VDR 15184 CK NO 431028

Memo	Invoice Date	Invoice Number	Amount	Discount	Net Amount
NM/LEGAL OPS	09/12/24	20240912-4396	56.25	0.00	56.25
+ ----- DATE : 10/9/2024 1:43 PM OPER : Front Desk TKBY : AJ TERM : 1 REC# : R00108306 ----- PSREV6 CIGARETTE PERMIT 56.25 CASEYS 1130 2ND ST NW APP-209424 56.25 CIGARETTE PERMIT FEES 56.25 001-199-1-4105 -56.25 Paid By:CASEYS 1130 2ND ST NW APP-209424 Check 56.25 REF:431028 ----- APPLIED 56.25 TENDERED 56.25 CHANGE 0.00 ----- 56.25 0.00 56.25					
			56.25	0.00	56.25



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

Item No. 5.d.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution of Termination and Amendment (Central Iowa Drinking Water Commission)

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant is currently a member of the Central Iowa Regional Drinking Water Commission (CIRDWC), an entity created under Chapter 28E of the Iowa Code. The purpose of CIRDWC has been to facilitate regional cooperation and planning among drinking water utilities in Central Iowa. However, a new organization, Central Iowa Water Works, has been established, which will assume all the responsibilities previously managed by CIRDWC.

The Central Iowa Regional Drinking Water Commission (CIRDWC) was a group of public water suppliers that worked to improve the region's water supply through cooperation and planning. The CIRDWC's goals were to:

- Provide safe, affordable, and adequate drinking water
 - Promote wise resource use
 - Provide efficient and effective infrastructure and operations
- A proposal has been put forward to terminate the existence of CIRDWC and amend the existing 28E agreement that governs its operations. The termination would be effective December 31, 2024, or upon filing the necessary termination documentation with the Iowa Secretary of State, whichever occurs later.

Key Points of the Resolution:

Termination and Amendment:

- The resolution terminates CIRDWC as of the designated termination date.
- The 28E agreement will be amended to reflect the dissolution of CIRDWC.

- **Asset Distribution:**

CIRDWC's remaining assets, totaling \$63,705.78, will be distributed to its members, including the City of Bondurant, based on a pro-rata allocation according to dues last assessed in 2017.

- The City of Bondurant's pro rata share of the assets is \$1,879.92.

Member Approval:

The resolution requires approval from a majority of the CIRDWC members. Bondurant's approval will be indicated through its vote on this resolution, and no additional actions by the governing board will be necessary.

Council Action Required: The City Council is requested to review and vote on the resolution, which will indicate Bondurant's acceptance of:

- The termination of CIRDWC.
- The amendment of the 28E agreement to finalize the dissolution.
- The pro-rata distribution of assets.

Please note that by approving this resolution, Bondurant will waive any objections regarding the adoption of the termination without a formal meeting of the CIRDWC governing board.

FUNDING SOURCE: Water (Revenue)

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-218
2. CIRDWC Termination Document 9-11-24

CITY OF BONDURANT
RESOLUTION NO. 241021-218

RESOLUTION OF TERMINATION AND AMENDMENT (CENTRAL IOWA DRINKING
WATER COMMISSION)

WHEREAS, Central Iowa Regional Drinking Water Commission ("CIRDWC") is an entity created and existing under Ch. 28E, Iowa Code, pursuant to an "Amended and Restated 28E Agreement" (the "CIRDWC 28E Agreement") filed with the Iowa Secretary of State as agreement M504123 and formed for the purpose of regional planning and promoting cooperation among drinking water utilities in Central Iowa;

WHEREAS, a new entity, Central Iowa Water Works, has been formed which will, among other things, serve to replace all of the functions of CIRDWC; and

WHEREAS, it is appropriate to terminate the existence of CIRDWC and to distribute its assets as provided in the CIRDWC 28E Agreement.

NOW THEREFOR IT IS HEREBY RESOLVED, that the existence of the Central Iowa Regional Drinking Water Commission shall be terminated effective as of December 31, 2024, or upon the filing of a termination agreement with the Iowa Secretary of State, whichever last occurs (the "Termination Date"), and that the CIRDWC 28E Agreement shall be deemed amended as of such date to effect such termination subject to the contingency that not less than a majority of the Members shall have previously executed and delivered to the Recording Secretary a written acceptance and approval of such termination and amendment.

FURTHER RESOLVED, that upon receipt of written acceptances and agreements of these Resolutions by at least a majority of the Members, the Recording Secretary shall execute a Statement of Termination and Amendment with respect to the CIRDWC 28E Agreement, in the form attached hereto as Exhibit 1 and file it with the Iowa Secretary of State.

FURTHER RESOLVED, that the assets of CIRDWC consist entirely of the sum of \$63,705.78 in cash, and that such sum shall be distributed to the Members pro rata in proportion to the annual dues last assessed in 2017 in the particulars as attached hereto as Exhibit 2, and that receipt and deposit of such funds by a Member shall be deemed to constitute the Member's agreement to the termination of CIRDWC and a waiver of any and all objection thereto.

Passed this 17th day of October 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				

Exhibit 1

STATEMENT OF TERMINATION AND AMENDMENT
OF
28E AGREEMENT
OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION

Central Iowa Regional Drinking Water Commission ("CIRDWC") is an entity created and existing under Ch. 28E, Iowa Code, pursuant to an "Amended and Restated 28E Agreement" (the "CIRDWC 28E Agreement") filed with the Iowa Secretary of State as agreement M504123.

By authority of a majority of its Members:

1. The existence of CIRDWC shall be, and hereby is, terminated.
2. The CIRDWC 28E Agreement shall be, and hereby is, amended to effect such termination.
3. Such termination and amendment shall be effective as of December 31, 2024, or the date of filing of this Statement with the Iowa Secretary of State whichever last occurs.
4. This statement is executed by the Recording Secretary of CIRDWC pursuant to a Resolution approved by a majority of its Members.

Dated: _____, 2024

Amy Kahler, Recording Secretary

Exhibit 2

ALLOCATION OF SHARES OF THE ASSETS OF CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION UPON TERMINATION

Membership Dues 2017-2018	Amount Paid	Date Paid	Date Deposited	Pro Rata %	Amount to be Distributed
Altoona	\$158.00	8/10/2017	8/17/2017	3.89%	\$ 2,475.23
Ankeny	\$300.00	8/13/2018	8/29/2018	7.38%	\$ 4,699.80
Bondurant	\$120.00	8/10/2017	8/17/2017	2.95%	\$ 1,879.92
Carlisle	\$115.00	8/22/2017	8/22/2017	2.83%	\$ 1,801.59
Clive	\$158.00	8/14/2017	8/17/2017	3.89%	\$ 2,475.23
Cumming	\$101.50	8/18/2017	8/22/2017	2.50%	\$ 1,590.10
Johnston	\$168.00	8/24/2017	9/5/2017	4.13%	\$ 2,631.89
Mitchellville	\$106.00	8/14/2017	8/17/2017	2.61%	\$ 1,660.60
New Virginia	Converted to non-voting, non dues paying member			0.00%	\$ -
Norwalk	\$136.00	8/9/2017	8/17/2017	3.34%	\$ 2,130.58
Pleasant Hill	\$131.00	8/14/2017	8/17/2017	3.22%	\$ 2,052.25
Polk City	\$117.00	8/17/2017	8/17/2017	2.88%	\$ 1,832.92
St. Charles	\$103.00	8/17/2017	8/17/2017	2.53%	\$ 1,613.60
Waukee	\$162.00	8/10/2017	8/17/2017	3.98%	\$ 2,537.89
Windsor Heights	\$121.00	8/10/2017	8/17/2017	2.98%	\$ 1,895.59
Des Moines Water Works	\$785.00	8/7/2017	8/7/2017	19.30%	\$ 12,297.81
Indianola Municipal Utilities	\$155.00	2/9/2018	2/20/2018	3.81%	\$ 2,428.23
Polk County	\$170.00	8/14/2017	8/17/2017	4.18%	\$ 2,663.22
Urbandale Water Utility	\$255.00	8/18/2017	8/22/2017	6.27%	\$ 3,994.83
Warren Rural Water	\$170.00	8/4/2017	8/7/2017	4.18%	\$ 2,663.22
West Des Moines Water Works	\$340.00	8/28/2017	9/5/2017	8.36%	\$ 5,326.44
Xenia Rural Water	\$195.00	8/7/2017	8/7/2017	4.80%	\$ 3,054.87
Total	\$4,066.50			100.00%	\$ 63,705.78

ACCEPTANCE AND APPROVAL
OF
TERMINATION OF CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION
AND OF
AMENDMENT TO 28E AGREEMENT TO TERMINATE

The public agency named below hereby approves the Resolutions of Termination and Acceptance as attached hereto ("Resolutions") and hereby approves, accepts, and agrees to the termination of the Central Iowa Regional Drinking Water Commission, and to the amendment of the 28E agreement creating such entity to affect such termination, pursuant to the Resolutions.

Further, the public agency hereby agrees: (i) that this Acceptance and Approval shall be deemed to constitute the vote of the representative of this public agency to the CIRDWC Governing Board to adopt the Resolutions; (ii) that it waives any objection to the adoption of the Resolutions without a meeting of the Governing Board; and (iii) that no further action needs to be taken by the Governing Board to approve the Resolutions.

Dated: October 21, 2024

Name of Public Agency: City of Bondurant

By: _____

Doug Elrod, Mayor

Attest: _____

Shelby Hagan, City Clerk

Resolutions of Termination and Amendment

WHEREAS, Central Iowa Regional Drinking Water Commission ("CIRDWC") is an entity created and existing under Ch. 28E, Iowa Code, pursuant to an "Amended and Restated 28E Agreement" (the "CIRDWC 28E Agreement") filed with the Iowa Secretary of State as agreement M504123 and formed for the purpose of regional planning and promoting cooperation among drinking water utilities in Central Iowa;

WHEREAS, a new entity, Central Iowa Water Works, has been formed which will, among other things, serve to replace all of the functions of CIRDWC; and

WHEREAS, it is appropriate to terminate the existence of CIRDWC and to distribute its assets as provided in the CIRDWC 28E Agreement.

NOW THEREFOR IT IS HEREBY RESOLVED, that the existence of the Central Iowa Regional Drinking Water Commission shall be terminated effective as of December 31, 2024, or upon the filing of a termination agreement with the Iowa Secretary of State, whichever last occurs (the "Termination Date"), and that the CIRDWC 28E Agreement shall be deemed amended as of such date to effect such termination subject to the contingency that not less than a majority of the Members shall have previously executed and delivered to the Recording Secretary a written acceptance and approval of such termination and amendment.

FURTHER RESOLVED, that upon receipt of written acceptances and agreements of these Resolutions by at least a majority of the Members, the Recording Secretary shall execute a Statement of Termination and Amendment with respect to the CIRDWC 28E Agreement, in the form attached hereto as Exhibit 1 and file it with the Iowa Secretary of State.

FURTHER RESOLVED, that the assets of CIRDWC consist entirely of the sum of \$63,705.78 in cash, and that such sum shall be distributed to the Members pro rata in proportion to the annual dues last assessed in 2017 in the particulars as attached hereto as Exhibit 2, and that receipt and deposit of such funds by a Member shall be deemed to constitute the Member's agreement to the termination of CIRDWC and a waiver of any and all objection thereto.

Passed this 17th day of October 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				

Exhibit 1

STATEMENT OF TERMINATION AND AMENDMENT
OF
28E AGREEMENT
OF
CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION

Central Iowa Regional Drinking Water Commission ("CIRDWC") is an entity created and existing under Ch. 28E, Iowa Code, pursuant to an "Amended and Restated 28E Agreement" (the "CIRDWC 28E Agreement") filed with the Iowa Secretary of State as agreement M504123.

By authority of a majority of its Members:

1. The existence of CIRDWC shall be, and hereby is, terminated.
2. The CIRDWC 28E Agreement shall be, and hereby is, amended to effect such termination.
3. Such termination and amendment shall be effective as of December 31, 2024, or the date of filing of this Statement with the Iowa Secretary of State whichever last occurs.
4. This statement is executed by the Recording Secretary of CIRDWC pursuant to a Resolution approved by a majority of its Members.

Dated: _____, 2024

Amy Kahler, Recording Secretary

Exhibit 2

ALLOCATION OF SHARES OF THE ASSETS OF CENTRAL IOWA REGIONAL DRINKING WATER COMMISSION UPON TERMINATION

Membership Dues 2017-2018	Amount Paid	Date Paid	Date Deposited	Pro Rata %	Amount to be Distributed
Altoona	\$158.00	8/10/2017	8/17/2017	3.89%	\$ 2,475.23
Ankeny	\$300.00	8/13/2018	8/29/2018	7.38%	\$ 4,699.80
Bondurant	\$120.00	8/10/2017	8/17/2017	2.95%	\$ 1,879.92
Carlisle	\$115.00	8/22/2017	8/22/2017	2.83%	\$ 1,801.59
Clive	\$158.00	8/14/2017	8/17/2017	3.89%	\$ 2,475.23
Cumming	\$101.50	8/18/2017	8/22/2017	2.50%	\$ 1,590.10
Johnston	\$168.00	8/24/2017	9/5/2017	4.13%	\$ 2,631.89
Mitchellville	\$106.00	8/14/2017	8/17/2017	2.61%	\$ 1,660.60
New Virginia	Converted to non-voting, non dues paying member			0.00%	\$ -
Norwalk	\$136.00	8/9/2017	8/17/2017	3.34%	\$ 2,130.58
Pleasant Hill	\$131.00	8/14/2017	8/17/2017	3.22%	\$ 2,052.25
Polk City	\$117.00	8/17/2017	8/17/2017	2.88%	\$ 1,832.92
St. Charles	\$103.00	8/17/2017	8/17/2017	2.53%	\$ 1,613.60
Waukee	\$162.00	8/10/2017	8/17/2017	3.98%	\$ 2,537.89
Windsor Heights	\$121.00	8/10/2017	8/17/2017	2.98%	\$ 1,895.59
Des Moines Water Works	\$785.00	8/7/2017	8/7/2017	19.30%	\$ 12,297.81
Indianola Municipal Utilities	\$155.00	2/9/2018	2/20/2018	3.81%	\$ 2,428.23
Polk County	\$170.00	8/14/2017	8/17/2017	4.18%	\$ 2,663.22
Urbandale Water Utility	\$255.00	8/18/2017	8/22/2017	6.27%	\$ 3,994.83
Warren Rural Water	\$170.00	8/4/2017	8/7/2017	4.18%	\$ 2,663.22
West Des Moines Water Works	\$340.00	8/28/2017	9/5/2017	8.36%	\$ 5,326.44
Xenia Rural Water	\$195.00	8/7/2017	8/7/2017	4.80%	\$ 3,054.87
Total	\$4,066.50			100.00%	\$ 63,705.78



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

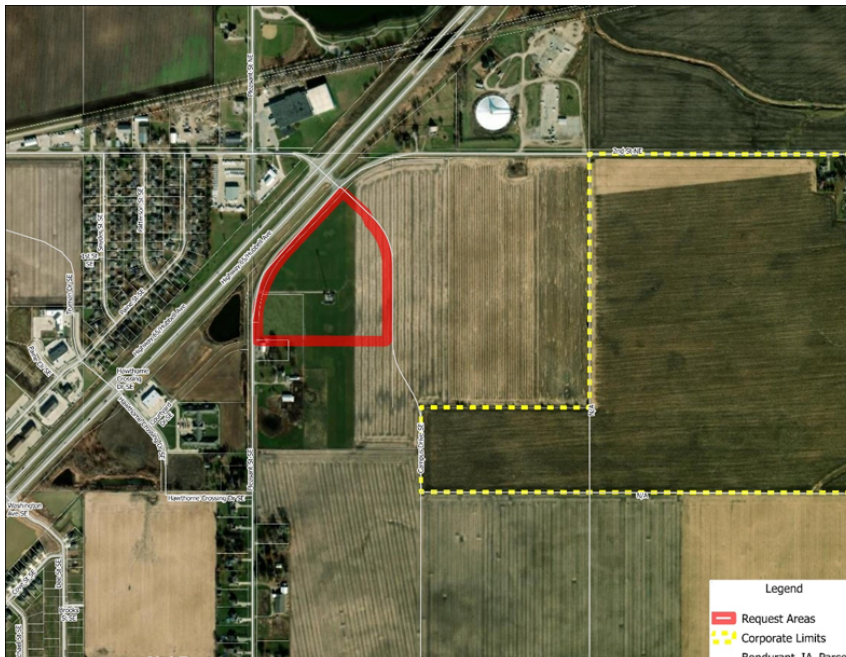
Item No. 5.e.
For Meeting of 10/21/2024
Ordinance

TITLE: - (Second Reading) Ordinance regarding request to rezoning to rezone portions of the Civic Campus North Preliminary Plat area from the Medium Industrial (M-2) District to the General Commercial (C-2) District

CONTACT PERSON:

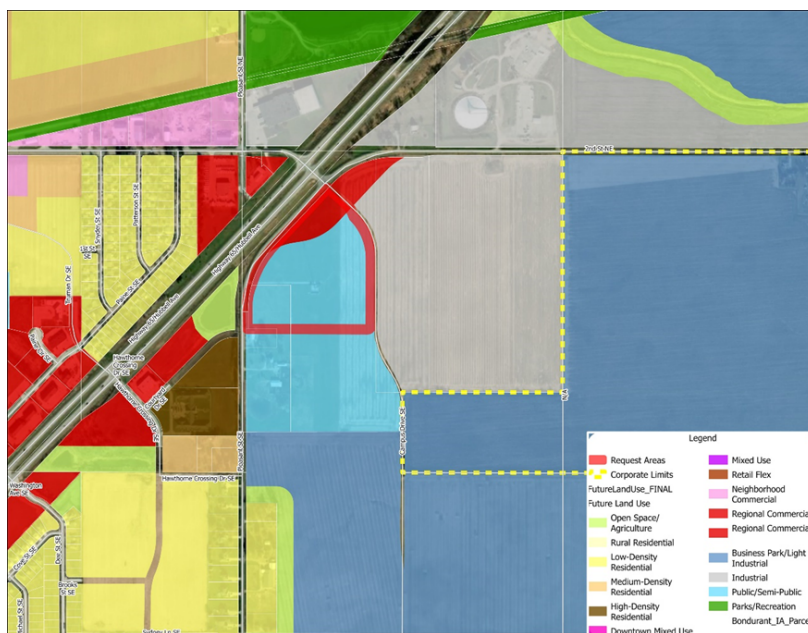
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City has submitted a rezoning request for Lots 1 & 2 of the Civic Campus North Preliminary Plat area and a portion of the parcel located north of the newly aligned Pleasant Street SE, located south of the intersection of Hubbell Avenue/Highway 65 and 2nd Street NE. The rezoning request proposes to change the zoning from M-2 Medium Industrial to C-2 General Commercial. This area is part of the Civic Campus Master Plan area, a plan the Commission reviewed and recommended approval on at their April 10, 2023 meeting. The request area is highlighted below.

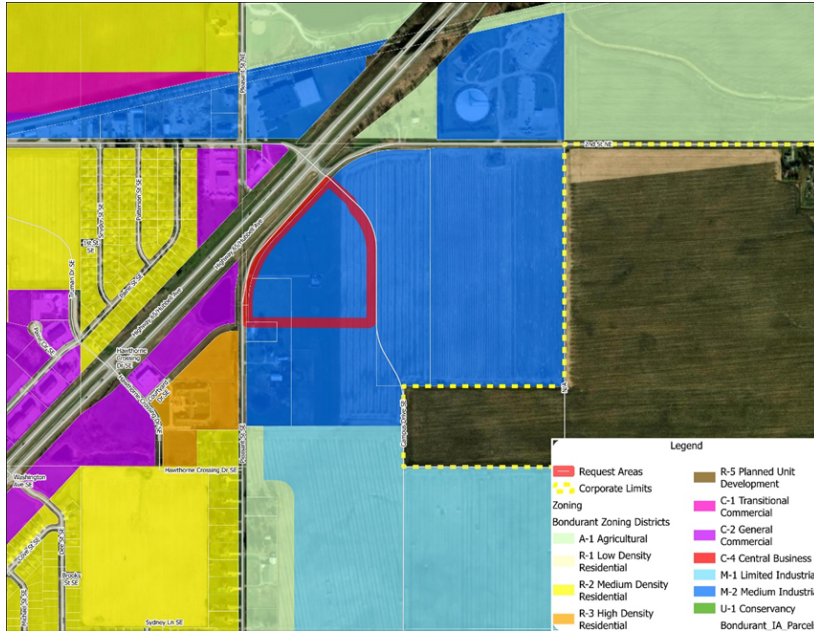


When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and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

Comprehensive Plan/Future Land Use Map – the City has requested an amendment to the 2022 Future Land Use Map. The amendment would change the request area from Public/Semi-Public to Regional Commercial. There is existing Regional Commercial areas along Hubbell Avenue, located south of the request area. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – The rezoning request area is currently zoned as M-2 Medium Industrial. The City is requesting to rezone these areas to C-2 Regional Commercial in accordance to the Civic Campus Master Plan. The C-2 Regional Commercial allows for general retail and professional office uses and efficient development of major retail shopping areas.



Parkland Dedication – Parkland dedication is not required for commercial developments. The Civic Campus Master Plan shows pedestrian trails throughout the development area.

Streets – The rezoning request area would be accessible from Pleasant Street SE and Campus Drive SE.

Pedestrian Connections – Will be addressed during the platting process.

Utilities – All utilities will extended to this area during development.

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

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

Comments from City Officials and Utilities -

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

The first reading of this ordinance as approved at the October 4, 2024, council meeting.

FUNDING SOURCE:

STAFF RECOMMENDATION: The Planning and Zoning Commission reviewed the rezoning request at their September 12, 2024, meeting and recommends approval.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 241007-214

CITY OF BONDURANT
ORDINANCE NO. 241007-214

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR REZONING TO
REZONE LOTS 1 & 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT AREA AND
THE REMAINING PORTION OF PARCEL 8022-32-102-003 NORTH OR LOTS 1 & 2 OF THE
CIVIC CAMPUS NORTH PRELIMINARY PLAT, PARCEL 8022-32-102-006 FROM THE
MEDIUM INDUSTRIAL (M-2) DISTRICT TO THE GENERAL COMMERCIAL (C-2) DISTRICT

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 Medium Industrial (M-2) to General Commercial (C-2) on the following property located in Bondurant, Polk County, Iowa as described as follows:

LOTS 1 AND 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT, LOCATED IN BONDURANT, POLK COUNTY, IOWA AND THOSE REMAINING PORTIONS OF PARCE 8022-32-102-003 NORTH OF LOTS 1 AND 2 OF THE CIVIC CAMPUS NORTH PRELIMINARY PLAT; AND ALL OF PARCEL 8022-32-102-006.

AND;

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

1. That the Planning & Zoning Commission held a public hearing on September 12, 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, is hereby rezoned to the General Commercial (C-2) District.

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

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

Section 6. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

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

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: October 7, 2024

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

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

Shelby Hagan
City Clerk



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

Item No. 5.f.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution approving the Professional Services Agreement with Shive-Hattery in the amount of \$10,860 for design work associated with the Wolf Creek Park basketball court project

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution approves the also-attached Professional Services Agreement with Shive-Hattery in the amount of \$10,860 for design work associated with the Wolf Creek Park basketball court project. Shive-Hattery's scope of work included in the attached Professional Services Agreement includes limited topographic survey work and design document preparation. Bidding and construction administration services are not currently included in the attached Professional Services Agreement, but can be added on if requested in the future.

The recently-adopted Parks, Trails, & Greenways Master Plan includes the following Short-Term Project: Construct a basketball court at Wolf Creek Park, and explore the option to construct an additional basketball court at a park in the north/northwest portion of Bondurant.

The Parks & Recreation Board reviewed the Wolf Creek basketball court project during their September meeting and advised staff that the court at Wolf Creek Park should be a full-size basketball court. The attached Professional Services Agreement covers the design of the full court. Additionally, the Board recommended continuing to explore the possibility of constructing another full-size basketball court at a different park in Bondurant, as outlined in the Parks, Trails, & Greenways Master Plan.

The City of Bondurant has received a \$15,000 grant through the Prairie Meadows Youth Sports & Recreation Grant Program to assist with constructing the basketball court at Wolf Creek Park. It is anticipated this basketball court will be constructed in 2025.

FUNDING SOURCE: Grant/Local Option Sales and Services Tax

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-219
2. Professional Services Agreement

CITY OF BONDURANT
RESOLUTION NO. 241021-219

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
SHIVE-HATTERY IN THE AMOUNT OF \$10,860 FOR DESIGN WORK ASSOCIATED
WITH THE WOLF CREEK PARK BASKETBALL COURT PROJECT

WHEREAS the 2024 Parks, Trails, & Greenways Master Plan includes the following short-term project: Construct a basketball court at Wolf Creek Park, and explore the option to construct an additional basketball court at a park in the north/northwest portion of Bondurant; AND

WHEREAS the City of Bondurant was awarded a \$15,000 grant from the Prairie Meadows Youth Sports & Recreation Program for funding to assist with constructing basketball courts in Bondurant; AND

WHEREAS in order to move forward with construction, the survey and design scope of work included as part of the Shive-Hattery Professional Services Agreement is necessary; AND

WHEREAS the Parks & Recreation discussed this Wolf Creek Park basketball court project during their September 2024 meeting and is in favor with moving forward with the design of a full court at this location.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the agreement with Shive-Hattery in the above-referenced total amount is hereby approved, pending review of legal counsel.

Passed this 21st day of October,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

PROFESSIONAL SERVICES AGREEMENT

ATTN: Maggie Murray
CLIENT: City of Bondurant
200 2nd Street NE
PO Box 37
Bondurant, IA 50035

PROJECT: City of Bondurant – Court Improvements

PROJECT LOCATION: Bondurant, IA

PROJECT DESCRIPTION

The project consists of one (1) new recreational, basketball courts at Wolf Creek Park located in Bondurant, IA.

SCOPE OF SERVICES

We will provide the following services for the project:

Land Surveying, Civil Engineering, and Landscape Architecture

LIMITED TOPOGRAPHIC SURVEY

1. Complete a limited topographic site survey of the project sites at Wolf Creek Park. We have not included a full topographic survey of the entire park. Field survey data may be supplemented with existing survey, record drawings information, drone, and available Lidar surface data. The survey will create a single electronic base drawing showing existing topographic information and site features as follows:
 - A. Contours at one-foot intervals; error shall not exceed one-half contour interval.
 - B. Show and describe substantial visual improvements (in addition to structures) such as buildings, fences, concrete slabs, gravel drives, sidewalks, culverts, etc.
 - C. Location of public and private utilities existing in the surveyed limits from observed evidence together with evidence from plans provided by the client or utility providers (with reference as to the source of information). Location of private utilities or public utilities not located at the time of the survey will not be surveyed as part of our base scope of services.
 - D. We have not included any public or private utility location services or excavation/pot holing as part of our current scope of services.

DESIGN DOCUMENTS

1. Meet with Staff up to one (1) time on-site to coordinate construction documents.
 - A. Review project scope and site location expectations. Establish construction budget.
2. Prepare construction documents based on direction provided in aforementioned project scope and site location meeting. Documents to include:
 - A. Project Manual
 - B. Existing Conditions and Demolition Plans
 - C. Site and Utility Plans
 - D. Grading and Erosion Control Plans
 - E. Site Restoration / Landscaping Plans
 - F. Construction Details
3. Provide opinion of probable construction costs associated with construction documents.

BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES

1. Bidding and Construction Administration services are not currently included in the Scope of Services. These services can be added on as requested.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

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

COMPENSATION

Description	Fee Type	Total
Limited Topographic Survey	Fixed Fee	\$2,960
Design Documents	Fixed Fee	\$7,900
TOTAL		\$10,860

Fee Types:

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

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount.
 - Note: Permit, inspection, and review fees have not been included and can be included as a reimbursable expense.

ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Grant writing and/or assistance.
2. Attendance at meetings beyond those listed above including City Council or Planning & Zoning meetings.
3. Administration of the bid process and solicitation of competitive bids/quotes.
4. Design and/or coordination of electrical improvements.
5. Submission for City Site Plan submittals and approval including any stormwater calculations, report or design.
6. SWPPP and/or DNR NPDES Permitting.
7. Design bid alternate in association of a post-tension concrete court system.
8. Land Surveying services for construction staking and layout.
9. United States Tennis Association (USTA) Facility Assistance program submittal.
10. Bidding and Construction Administration services.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery May 2023

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. or WSM, a Division of Shive-Hattery, Inc. or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control

over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the

termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



Brent Strauch - Project Manager
bstrauch@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant

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

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



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

Item No. 5.g.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution Approving Purchase of Hydraulic Tools for Backhoe from Mid-Country Machinery, Inc.

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As a part of the FY25 CIP Public Works staff have budgeted \$22,000 for the purchase of 2 different Hydraulic Tool Attachments for the City Backhoe. This equipment will give staff the ability to do more work in house, and we continue to grow our Utility department.

The 2 pieces of equipment are a concrete breaker for being able to break out concrete for street panel repairs or in the event we have a water main repair that needs to be dug up under the pavement. The second piece of equipment is a hydraulic plate compactor to tamp the ground after an excavation.

Staff solicited quotes from 3 different companies and this equipment and have selected to accept the quote from Mid-Country Machinery from here in Bondurant.

FUNDING SOURCE: FY25 Capital Equipment Budget

STAFF RECOMMENDATION: Staff would recommend approval of the purchase of the Hydraulic Tool Equipment from Mid-Country Machinery Inc. in the amount of \$20,625.00

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-220
2. Breaker and Plate Compactor Quote

CITY OF BONDURANT
RESOLUTION NO. 241021-220

RESOLUTION APPROVING THE PURCHASE OF HYDRAULIC TOOL EQUIPMENT
FROM MID-COUNTRY MACHINERY INC. IN THE AMOUNT OF \$20,625.00

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

2024 Connect Works Hydraulic Breaker in the amount of \$13,406.25; AND
2024 Connect Works Plate Compactor in the amount of \$7,218.75

WHEREAS, payments are to be made to Mid-Country Machinery Inc.: AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 2024 Hydraulic Tool equipment purchase from Mid-Country Machinery Inc. is hereby approved in the amount of \$20,625.00 is hereby approved.

Passed this 21st day of October 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				



Mid Country Machinery, Inc.
3509 Franklin St SW
Bondurant, IA 50035
515-408-9432

Invoice No: N/A
Date: 9/25/2024

Cust P.O: N/A
Cust ID:
Tel:

Terms:
Page No:

Salesperson: 139

Quote

Quote TO:
City of Bondurant
Attn: John Horton

SHIP TO:
SAME

Connect Works Tools CHG10 Breaker
Working Weight - 1,245 lbs
Carrier Weight - 12,000-24,000 lbs
Tool Diameter - 3.32"
Impact Rate 400-750 BPM
Flow Rate 11.9-22.5 GPM

\$13,406.25

Connect Works Tools CC8K Plate Compactor
Working Weight - 850 lbs
Carrier Weight - 8,000-20,000 lbs
Plate Size 24" x 34"
Impact Force - 6,500lbs
Impact Frequency - 2,100 CPM
Flow Rate - 21 GPM

\$7,218.75

Sub Total	\$20,625
Total Tax	
Sub Total	
Down Payment	
Total	

X _____
Customer Approval



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

Item No. 5.h.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution approving proposal to provide underground electrical service for the Bondurant Emergency Services Facility from Mid-American Energy in the amount of \$151,070.30

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve the resolution for proposal from Mid-American Energy for providing electrical service to the new BES Facility.

This proposal outlines that Mid-American Energy will provide electrical service to the facility and after the first year of service part of this cost will be refunded back to the city once the first year of usage is calculated. There will also be future refunds of a portion of this initial cost if another user is serviced by this line.

FUNDING SOURCE: BES Capital Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-221
2. Bondurant Emergency Services BLDG Design Maps
3. Bondurant Emergency Services BLDG One Year Refundable

CITY OF BONDURANT
RESOLUTION NO. 241021-221

RESOLUTION APPROVING PROPOSAL FROM MID-AMERICAN ENERGY TO
PROVIDE UNDERGROUND ELECTRICAL SERVICE TO THE NEW BONDURANT
EMERGENCY SERVICES FACILITY

WHEREAS, the proposal for overhead to underground work was submitted on October 7th, 2024; AND;

WHEREAS, the proposal for the work is as follows:

Install 277/480 primary extension and 500 kVA transformer to serve the new
Emergency Services Facility

WHEREAS, City Staff have reviewed the proposal; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the proposal to provide underground electric from Mid-American Energy in the amount of \$151,070.30 hereby approved.

Passed this 21st day of October 2024,

By: _____
Doug Elrod, Mayor

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

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

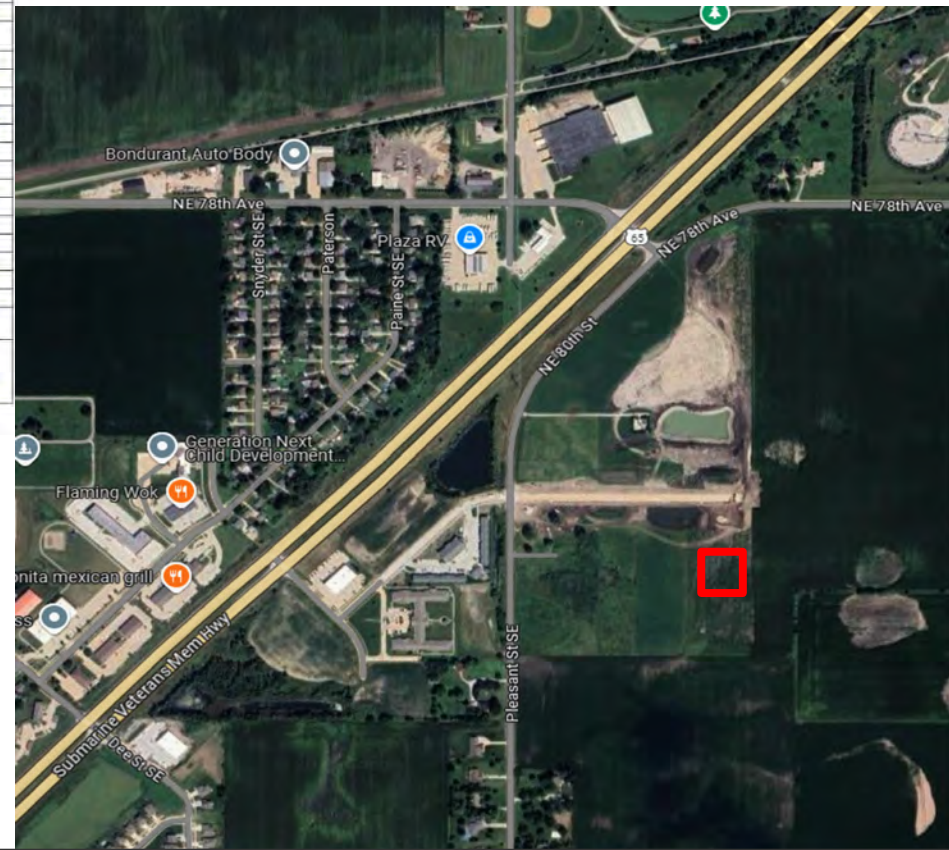
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

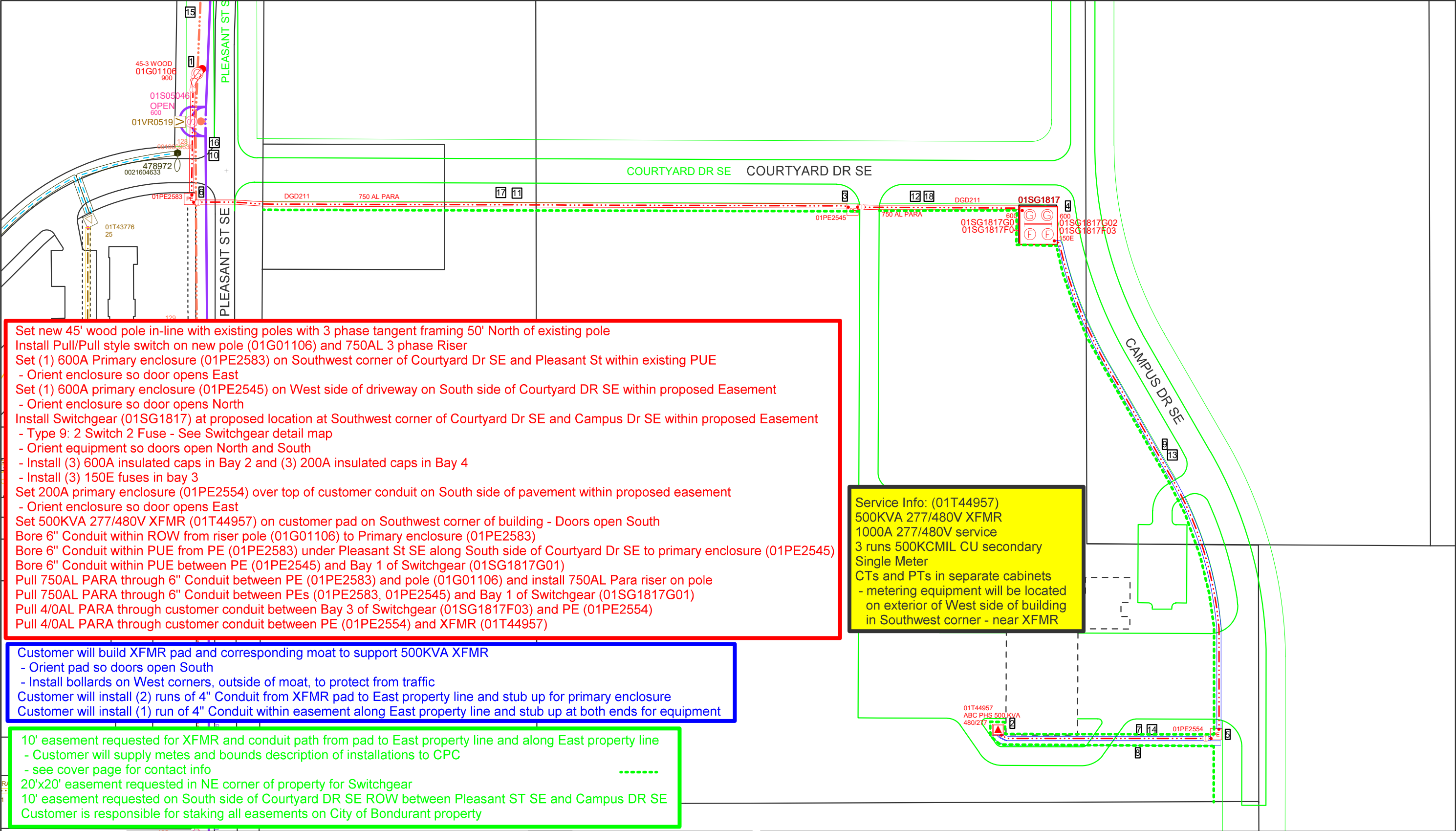
GRAPHIC	LEGEND	DESCRIPTION	CUSTOMER SHALL PROVIDE THE FOLLOWING
	EXISTING OVERHEAD 1-PHASE CONDUCTOR		X 911 ADDRESSES
	EXISTING OVERHEAD 2-PHASE CONDUCTOR		X EASEMENTS & EASEMENT DESCRIPTION (METES & BOUNDS)
	EXISTING OVERHEAD 3-PHASE CONDUCTOR		X MUST STAKE EASEMENTS PRIOR TO CONSTRUCTION
	EXISTING OVERHEAD FEEDER		X STAKING FOR STREETLIGHT PLACEMENT
	EXISTING OVERHEAD TRANSMISSION		X STAKED LOT CORNERS & SIDELOT MID-POINTS
	EXISTING UNDERGROUND 1-PHASE CABLE		X TRANSFORMER PAD(S) - REFER TO ELECTRIC SERVICE MANUAL
	EXISTING UNDERGROUND 2-PHASE CABLE		X FINAL GRADE PRIOR TO CONSTRUCTION
	EXISTING UNDERGROUND 3-PHASE CABLE		X CLEARING AND GRUBBING IN EASEMENT AND/OR ROW
	EXISTING UNDERGROUND FEEDER		X UNOBSTRUCTED PATH FOR CONSTRUCTION EQUIPMENT
	EXISTING OVERHEAD SECONDARY CONDUCTOR		X 10' LEVEL AND CLEAR AREA IN FRONT OF MEC EQUIPMENT DOORS
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR		X SERVICE CABLES ON COMMERCIAL & APARTMENT BUILDINGS
	EXISTING UNDERGROUND SECONDARY CABLE		X TRANSFORMER FIRE BARRIER WALL IF REQUIRED BY AUTHORITIES
	EXISTING UNDERGROUND STREETLIGHT CABLE		X ASSESSMENT & IMPLEMENTATION OF SPILL PREVENTION CONTROL
	EXISTING CUSTOMER OWNED SECONDARY		X & COUNTERMEASURE (SPCC) & OIL CONTAINMENT PLANS
	EXISTING OVERHEAD TRANSFORMER		X SEE APPENDIX B-1, PAGE 89 IN 2014 ELECTRIC SERVICE MANUAL
	EXISTING OVERHEAD TRANSFORMER BANK		
	EXISTING OVERHEAD FUSE		
	EXISTING OVERHEAD SWITCH		
	EXISTING OVERHEAD CAPACITOR BANK		
	EXISTING VOLTAGE REGULATOR		
	EXISTING RECLOSER		
	EXISTING OVERHEAD FAULT INDICATOR		
	EXISTING 1-PHASE PADMOUNT TRANSFORMER		
	EXISTING 3-PHASE PADMOUNT TRANSFORMER		
	EXISTING 4-BAY SWITCHGEAR		
	EXISTING 6-BAY SWITCHGEAR		
	EXISTING FUSED ENCLOSURE		
	EXISTING PRIMARY ENCLOSURE		
	EXISTING PAD MOUNT CAPACITOR BANK		
	EXISTING SECONDARY PEDESTAL		
	EXISTING SECONDARY HANDHOLE		
	EXISTING MEC TRANSMISSION POLE		
	EXISTING MEC DISTRIBUTION POLE		
	CUSTOMER OWNED POLE		
	EXISTING DOWN-GUY		
	EXISTING STREETLIGHT		
	EXISTING SECURITY LIGHT		
	EXISTING FLOOD LIGHT		
	EXISTING PRIMARY RISER		
	EXISTING PRIMARY SPLICE		
	EASEMENT		
	CUSTOMER INSTALLED DUCT		
	INSTALLS	INSTALLATIONS ARE DISPLAYED IN RED	
	REMOVALS	REMOVALS ARE DISPLAYED IN GREEN	



Customer/Project Name	Bondurant Emergency Services BLDG
Site Address	Campus Dr SE Bondurant, IA
Customer Project Coordinator	Matt Novy (515) 252-6730 matthew.novy@midamerican.com
Designer/Engineer	Jacob Brown (515) 697-3201 jacob.brown@midamerican.com



 MIDAMERICAN ENERGY COMPANY	Cust: BRIAN KELLY		WMS_REV:3601219-1	
	Addr: CAMPUS DRIVE SE		Date: 9/27/2024	
Crew HQ: DMATN	City: BONDURANT	X = 1656790	Y = 618637	Scale: 1 IN = X FT
Designer: JACOB N BROWN				
Job Desc: BONDURANT - EMERGENCY SERVICES BLDG				
DISCLAIMER OF LIABILITY				
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.				

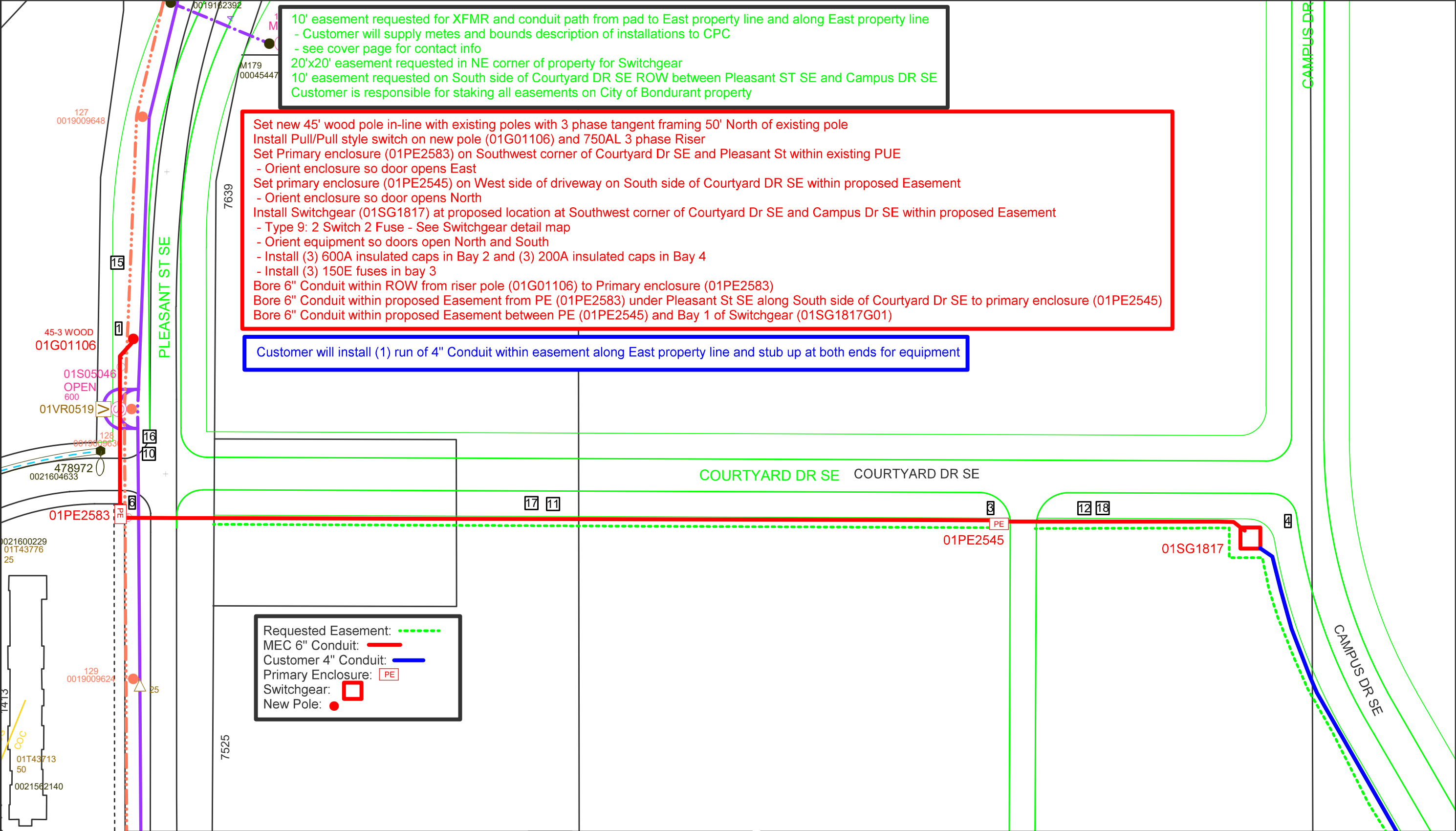


Set new 45' wood pole in-line with existing poles with 3 phase tangent framing 50' North of existing pole
Install Pull/Pull style switch on new pole (01G01106) and 750AL 3 phase Riser
Set (1) 600A Primary enclosure (01PE2583) on Southwest corner of Courtyard Dr SE and Pleasant St within existing PUE
- Orient enclosure so door opens East
Set (1) 600A primary enclosure (01PE2545) on West side of driveway on South side of Courtyard DR SE within proposed Easement
- Orient enclosure so door opens North
Install Switchgear (01SG1817) at proposed location at Southwest corner of Courtyard Dr SE and Campus Dr SE within proposed Easement
- Type 9: 2 Switch 2 Fuse - See Switchgear detail map
- Orient equipment so doors open North and South
- Install (3) 600A insulated caps in Bay 2 and (3) 200A insulated caps in Bay 4
- Install (3) 150E fuses in bay 3
Set 200A primary enclosure (01PE2554) over top of customer conduit on South side of pavement within proposed easement
- Orient enclosure so door opens East
Set 500KVA 277/480V XFMR (01T44957) on customer pad on Southwest corner of building - Doors open South
Bore 6" Conduit within ROW from riser pole (01G01106) to Primary enclosure (01PE2583)
Bore 6" Conduit within PUE from PE (01PE2583) under Pleasant St SE along South side of Courtyard Dr SE to primary enclosure (01PE2545)
Bore 6" Conduit within PUE between PE (01PE2545) and Bay 1 of Switchgear (01SG1817G01)
Pull 750AL PARA through 6" Conduit between PE (01PE2583) and pole (01G01106) and install 750AL Para riser on pole
Pull 750AL PARA through 6" Conduit between PEs (01PE2583, 01PE2545) and Bay 1 of Switchgear (01SG1817G01)
Pull 4/0AL PARA through customer conduit between Bay 3 of Switchgear (01SG1817F03) and PE (01PE2554)
Pull 4/0AL PARA through customer conduit between PE (01PE2554) and XFMR (01T44957)

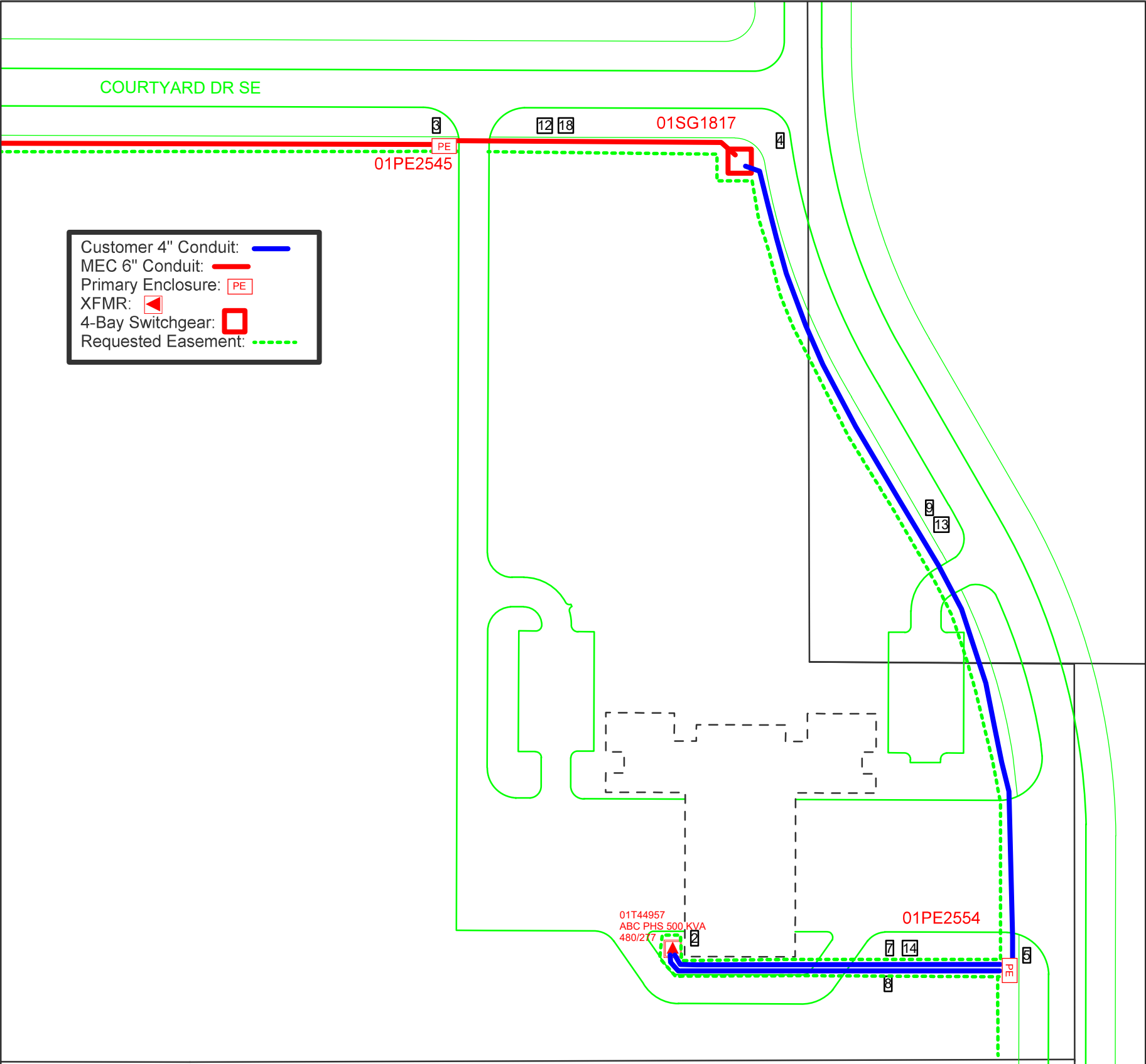
Customer will build XFMR pad and corresponding moat to support 500KVA XFMR
- Orient pad so doors open South
- Install bollards on West corners, outside of moat, to protect from traffic
Customer will install (2) runs of 4" Conduit from XFMR pad to East property line and stub up for primary enclosure
Customer will install (1) run of 4" Conduit within easement along East property line and stub up at both ends for equipment

10' easement requested for XFMR and conduit path from pad to East property line and along East property line
- Customer will supply metes and bounds description of installations to CPC
- see cover page for contact info
20'x20' easement requested in NE corner of property for Switchgear
10' easement requested on South side of Courtyard DR SE ROW between Pleasant ST SE and Campus DR SE
Customer is responsible for staking all easements on City of Bondurant property

Service Info: (01T44957)
500KVA 277/480V XFMR
1000A 277/480V service
3 runs 500KCMIL CU secondary
Single Meter
CTs and PTs in separate cabinets
- metering equipment will be located
on exterior of West side of building
in Southwest corner - near XFMR



	Cust: BRIAN KELLY		WMS_REV:3601219-1	DISCLAIMER OF LIABILITY NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.
	Addr: CAMPUS DRIVE SE		Date: 9/27/2024	
	City: BONDURANT		Scale: 1 in = 90 ft	
Crew HQ:DMATN	X = 1656790 Y = 618637	Designer: JACOB N BROWN		
Job Desc: BONDURANT - EMERGENCY SERVICES BLDG				



Set (1) 600A primary enclosure (01PE2545) on West side of driveway on South side of Courtyard DR SE within proposed Easement

- Orient enclosure so door opens North

Install Switchgear (01SG1817) at proposed location at Southwest corner of Courtyard Dr SE and Campus Dr SE within proposed Easement

- Type 9: 2 Switch 2 Fuse - See Switchgear detail map
- Orient equipment so doors open North and South
- Install (3) 600A insulated caps in Bay 2 and (3) 200A insulated caps in Bay 4
- Install (3) 150E fuses in bay 3

Set 200A primary enclosure (01PE2554) over top of customer conduit on South side of pavement within proposed Easement

- Orient enclosure so door opens East

Set 500KVA 277/480V XFMR (01T44957) on customer pad on Southwest corner of building - Doors open South

Bore 6" Conduit within proposed easement between PE (01PE2545) and Bay 1 of Switchgear (01SG1817G01)

Customer will build XFMR pad and corresponding moat to support 500KVA XFMR

- Orient pad so doors open South
- Install bollards on West corners, outside of moat, to protect from traffic

Customer will install (2) runs of 4" Conduit from XFMR pad to East property line and stub up for primary enclosure

Customer will install (1) run of 4" Conduit within easement along East property line and stub up at both ends for equipment

10' easement requested for XFMR and conduit path from pad to East property line and along East property line

- Customer will supply metes and bounds description of installations to CPC
- see cover page for contact info

20'x20' easement requested in NE corner of property for Switchgear

10' easement requested on South side of Courtyard DR SE ROW between Pleasant ST SE and Campus DR SE

Customer is responsible for staking all easements on City of Bondurant property



Cust: BRIAN KELLY
Addr: CAMPUS DRIVE SE
City: BONDURANT

Crew HQ: DMATN

Job Desc: BONDURANT - EMERGENCY SERVICES BLDG

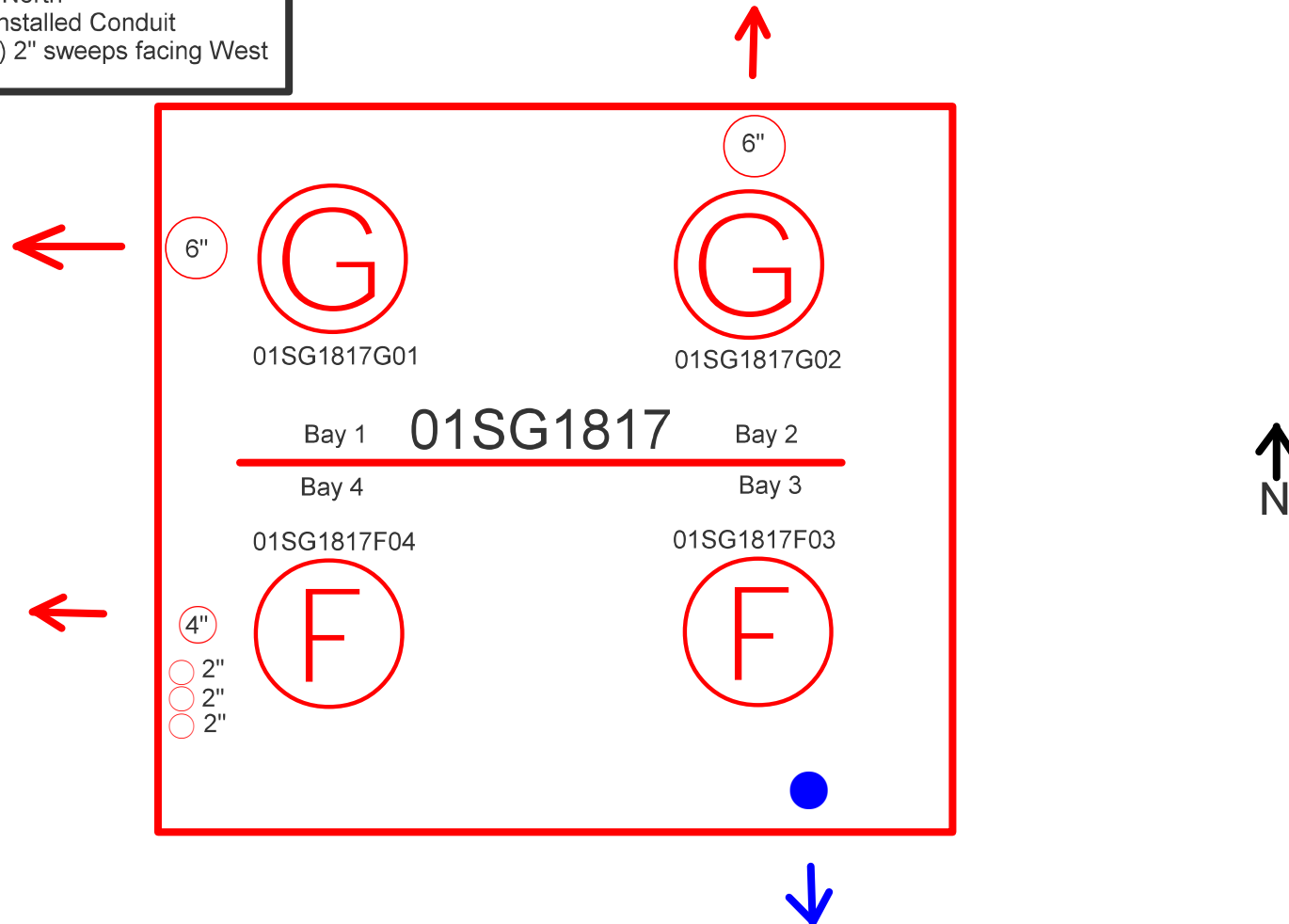
X = 1656790 Y = 618637



WMS_REV:3601219-1
Date: 9/27/2024
Scale: 1 in = 100 ft
Designer: JACOB N BROWN

DISCLAIMER OF LIABILITY
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.

Bay 1 - (1) 6" sweep facing West
 Bay 2 - (1) 6" sweep facing North
 Bay 3 - Existing Customer installed Conduit
 Bay 4 - (1) 4" sweep and (3) 2" sweeps facing West



Cust: BRIAN KELLY
 Addr: CAMPUS DRIVE SE
 City: BONDURANT

Crew HQ: DMATN

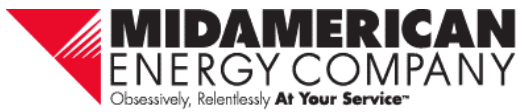
Job Desc: BONDURANT - EMERGENCY SERVICES BLDG

X = 1656790 Y = 618637



WMS_REV:3601219-1
 Date: 9/27/2024
 Scale: 1 IN = X FT
 Designer: JACOB N BROWN

DISCLAIMER OF LIABILITY
 NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.



MidAmerican Energy
PO Box 657
Des Moines, IA 50306

October 7, 2024

City of Bondurant
Attn: John Horton
jhorton@cityofbondurant.com

Reference: Install 277/480 primary extension and 500kVA transformer to serve the new Emergency Services Building in Bondurant, IA. MX: 3601219

Dear City of Bondurant:

We are pleased to submit the Refundable Advance for Construction Underground Electric Service Extension Proposal for the above project. This proposal is valid for 90 days and if MidAmerican Energy construction has not commenced within 12 months it may be voided.

Please sign and return the proposal as soon as you are ready to commit to the work. You may withhold payment until 30 days before MidAmerican Energy Company is ready to schedule the work. In the meantime, please keep me informed of your schedule. After we have received your payment, we will sign and return a copy of the proposal for your records.

If you have any questions, please call me at 515-252-6730

Sincerely,
MidAmerican Energy Company

Matt Novy
Customer Project Coordinator

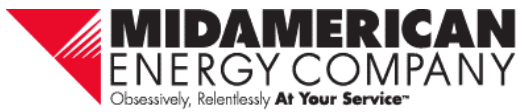
Enclosures design map

MIDAMERICAN ENERGY COMPANY
REFUNDABLE ADVANCE FOR CONSTRUCTION
UNDERGROUND ELECTRIC SERVICE EXTENSION PROPOSAL
MX: 3601219

MidAmerican Energy Company (“MidAmerican”), an Iowa corporation and City of Bondurant (“Applicant”), agree as follows:

1. MidAmerican will extend its electric lines underground to The New Public Services Building in Bondurant IA.
2. MidAmerican will furnish the necessary labor and materials required to fulfill its undertaking, as specified above. Such work will commence by MidAmerican as soon as reasonable and practicable after the execution of this Proposal and receipt of Applicant's Advance payment, defined below. MidAmerican will complete the work with reasonable diligence.
3. In consideration of the receipt of a payment in the amount of \$151,070.30 From Applicant, which is an advance for construction subject to refund (“Advance”), MidAmerican agrees to construct necessary electric facilities as set forth above. Please submit the Advance payment with Applicant's signed acceptance of this Proposal. If Applicant's acceptance and Advance payment is not received by January 5th, 2025 the amount may be subject to change.
4. The Advance shall be subject to refund by MidAmerican to Applicant based upon the following terms and conditions:
 - a. Advances shall not accrue interest and shall be subject to refund from the date of original advance payment. The refund will be based on twelve months usage, which will start after MidAmerican has completed the required work requested by the customer. The customer will receive a one-time refund equal to three times the actual annual revenue, less both fuel expenses and energy efficiency cost recovery charges, for the first 12 months of metered electric service of the above Applicant, as described below.
 - b. If additional single-phase customers are connected to the above described line extension within 10 years of the original Advance payment, the above Applicant shall receive refunds equal to three times estimated base revenue for each additional new customer to the extent that such revenue exceeds the additional distribution construction costs incurred by MidAmerican. Base revenue shall be estimated annual revenue, less both fuel expenses and energy efficiency cost recovery charges, based on similarly situated customers.

- c. Refunds shall be made annually on or about the anniversary date of the original Advance payment.
 - d. Revenue for un-metered private lighting shall not be included in any refund.
 - e. No refunds shall be made for revenue associated with customers connecting after 10 years from the date of the original Advance payment.
 - f. In no case shall the total amount refunded exceed the refundable portion of the Advance payment stated above.
 - g. No refunds shall be made for customers served from a further extension of the above described electric line extension.
5. Applicant shall provide, without cost to MidAmerican, all easements necessary and incidental to such installation and use of MidAmerican's facilities on private property within the area served. If a third party easement is required, any cost associated in obtaining the easement will be paid by the Applicant.
6. Pursuant to MidAmerican's tariff, the Applicant is required to pay actual permit fees. Permit fees are to be paid regardless of whether the applicant is required to pay a Refundable Advance or a Nonrefundable Contribution. Permit fees are not refundable.
7. Applicant shall be responsible for locating and marking all privately owned systems such as water services, culverts, irrigation systems, drainpipes, septic lines, and underground wiring before MidAmerican's construction.
8. All distribution systems or other facilities constructed or installed by MidAmerican under this Proposal shall remain the sole property of MidAmerican and MidAmerican shall determine, at its own judgment, the manner and method of use thereof. MidAmerican also shall determine, at its own judgment, whether to extend the facilities, connect other facilities, or serve other customers from the facilities, subject only to such obligations as MidAmerican shall have assumed in this Proposal; and no other person shall have any right, title, interest or claim, in or to MidAmerican's distribution system or other facilities under this Proposal.



MidAmerican Energy
PO Box 657
Des Moines, IA 50306

9. Applicant shall furnish, install, own and maintain all 4-inch ducts as shown on attached prints. All ducts shall be black w/red stripe or grey in color, PVC type schedule 40 or schedule 40 HDPE coil-able. Applicant shall install ducts a minimum of forty-two (42) inches and a maximum of forty-eight (48) inches below finish grade with capped and staked ends and equipped with pull wires. MidAmerican Energy Company will provide marker balls for the duct ends. These are available at MidAmerican Energy Company's storeroom. Applicant is responsible for correct placement and depth of conduit. **Note: No more than ten (10) conduits allowed within the secondary compartment of the transformer pad.**

Proposed this 7th day of October, 2025

MIDAMERICAN ENERGY COMPANY

By: _____

Title: _____

Accepted this _____ day of _____ 2024

APPLICANT

By: _____

Title: _____



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

Item No. 5.i.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution establishing an electrical easement between the City of Bondurant and Mid-American Energy Company for a 10-foot easement at 2400 Eisenhower Drive, SE (Water Tower)

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to Council the approval of the attached resolution to approve the resolution to create a 10-foot electrical easement for Mid-American Energy to be able to place electrical underground to provide service to the Water Tower Site at 2400 Eisenhower Drive, SE.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff would recommend approval of the resolution

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-222
2. Proposed Electric Easement for City of Bondurant Iowa

CITY OF BONDURANT
RESOLUTION NO. 241021-222

RESOLUTION ESTABLISHING AN ELECTRICAL EASEMENT BETWEEN THE CITY
OF BONDURANT AND MID-AMERICAN ENERGY COMPANY FOR A 10-FOOT AREA
ON THE PROPERTY AT 2400 EISENHOWER DR. SE (WATER TOWER)

WHEREAS, the easement proposal was submitted to the city on August 22nd, 2024,
AND.

WHEREAS, the easement is necessary to provide electrical service to the new Water
Tower Site: AND

WHEREAS, Mid-American Energy is requesting a 10 foot by approximately 383-foot-long
underground electrical easement on the property at 2400 Eisenhower Dr. SE (Water
Tower Site); AND

WHEREAS, this easement will not interfere with any of the operation or functionality of the
Water Tower; AND

WHEREAS, City Staff have reviewed the proposal; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that the proposal for underground electrical easement from Mid-American Energy
is hereby approved.

Passed this 21st day of October 2024,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

Prepared by and return to: Christin Erwin 515-252-6989 MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657
--

**MIDAMERICAN ENERGY COMPANY
ELECTRIC EASEMENT**

Folder No.	<u>127305</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>CPKETD1000000093</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>05</u>	
		Township	<u>79</u>	North
		Range	<u>22</u>	West of the 5 th P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this _____ day of _____, 2024, by and between **City of Bondurant, Iowa**, ("Grantor"), and **MIDAMERICAN ENERGY COMPANY**, an Iowa Corporation, its successors and assigns ("Grantee") (individually referred to at times as "Party", or collectively the "Parties").

RECITALS

WHEREAS, Grantor is the owner of the property legally described as:

Lot 1 in Timmins Acres, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

WHEREAS, Grantor desires to grant to Grantee an electric easement to be located on a portion of the Property and Grantee desires to accept the easement on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Electric Easement.** Grantor does hereby establish, give, grant, and convey to Grantee a perpetual, non-exclusive easement under, upon, through and across the Easement Area, described on **Exhibit A** attached hereto, to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities"), together with the right to survey the Property and the right of ingress and egress to and from same and all the rights and privileges incident and necessary to the enjoyment of this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant

shall cover and include all Facilities installed as a part of the Easement Area

2. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor shall not construct or place any permanent or temporary buildings, pavement, hardscape, structures, fences, trees, plants or other objects on or within the Easement Area without prior written permission from Grantee indicating that said construction or placement will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, nor shall Grantor cause or permit any obstruction or material to be placed on or within the Easement Area without prior written permission from Grantee. No brush, vegetation or other flammable materials shall be deposited, placed, accumulated, or burned within the Easement Area. Subject to the rights of Grantee granted in this Easement, Grantor shall have the right to cultivate, use, and occupy the Property.
3. **Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without prior written consent from Grantee, nor shall Grantor place or install any rocking, paving or other hardscape materials in the Easement Area without prior written consent from Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.
4. **Violations by Grantor.** In the event Grantor, its successors, assigns, contractors, employees, or agents violates Section 2 or 3 above or otherwise commits an intentional or negligent act, which results in damage to Grantee's Facilities or the Easement Area, Grantor shall be solely responsible for all costs associated with the repair, reconstruction, replacement, and/or work to the Easement Area and Grantee's Facilities.
5. **Right of Access and Removal.** Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto. Grantee shall have the right to remove, trim, spray, or cut down any unauthorized fences, hardscape, structures, trees, shrubs, branches, saplings, brush, vegetation, or other obstructions within, upon, across, along, adjacent to and overhanging the Easement Area that may interfere with the proper construction, maintenance, operation or removal of Grantee's Facilities.
6. **Property to be Restored.** Grantee shall repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of Grantee's Facilities (except for damage to property placed subsequent to the granting of this easement). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
7. **Easement Runs with the Land.** This Easement shall be deemed perpetual and to run with the land. All provisions of this Easement, including benefits and burdens, shall run with the Property and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
8. **Grantor Certification.** Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

9. **Severability, Choice of Law and Waiver.** Each of the provisions of this Easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.
10. **Dower, Homestead, and Distributive Share.** Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement Area and waives all rights of exemption as to any of the Easement Area. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for the Easement Area with respect to claims based upon this Easement.
11. **IRS W-9 Form.** Prior to any payments referenced herein being made, Grantor is required to submit a fully executed IRS W-9 form to Grantee. Grantor's failure to submit a fully executed IRS W-9 form shall not impact any other provisions or obligations under this Easement.
12. **Fee Simple.** Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this Easement.
13. **Headings and Captions.** The titles or captions of sections and paragraphs in this Easement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Easement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Easement or any of its terms or conditions.
14. **Counterparts.** This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign and deliver this Easement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original.
15. **Entire Agreement.** It is mutually understood and agreed that this Easement covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

Signature Page Follows

IN WITNESS WHEREOF, this Easement is executed as of the date first above written.

Dated this ____ day of _____, 2024

City of Bondurant, Iowa

Signed: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2024,

by _____ as _____ of

City of Bondurant, Iowa.

Signature of Notary Public

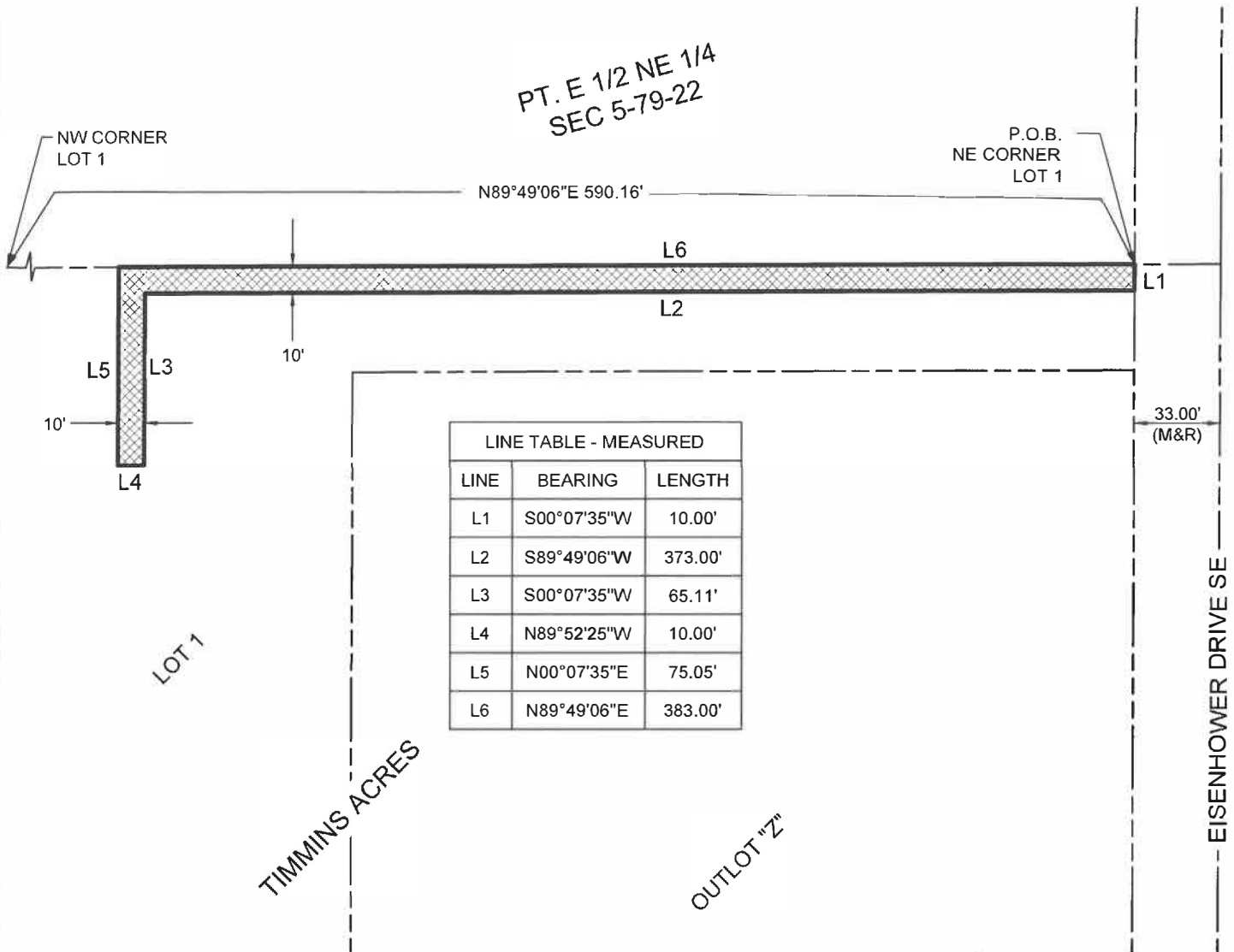
PROPERTY OWNER:
CITY OF BONDURANT
200 2nd STREET NE
BONDURANT, IA 50035

EXHIBIT A

EAS-01

FOR PERMANENT ELECTRIC LINE AND TRANSFORMER
BEING CONVEYED TO MIDAMERICAN ENERGY

PT. E 1/2 NE 1/4
SEC 5-79-22



LEGAL DESCRIPTION:

A PART OF LOT 1, TIMMINS ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 00°07'35" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE SOUTH 89°49'06" WEST, 373.00 FEET; THENCE SOUTH 00°07'35" WEST, 65.11 FEET; THENCE NORTH 89°52'25" WEST, 10.00 FEET; THENCE NORTH 00°07'35" EAST, 75.05 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89°49'06" EAST ALONG SAID NORTH LINE, 383.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,481 SQUARE FEET.

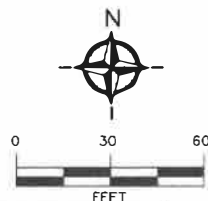


EXHIBIT FOR:
MIDAMERICAN ENERGY
3500 104TH STREET
URBANDALE, IA 50322



VEENSTRA & KIMM, INC.

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-225-7848 (FAX) 800-241-8000 (WATS)

SHEET
1 OF 1

V&K PROJECT NUMBER 42884 DATE: 08-17-2023

A PART OF LOT 1, TIMMINS ACRES, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH $00^{\circ}07'35''$ WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE SOUTH $89^{\circ}49'06''$ WEST, 373.00 FEET; THENCE SOUTH $00^{\circ}07'35''$ WEST, 65.11 FEET; THENCE NORTH $89^{\circ}52'25''$ WEST, 10.00 FEET; THENCE NORTH $00^{\circ}07'35''$ EAST, 75.05 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH $89^{\circ}49'06''$ EAST ALONG SAID NORTH LINE, 383.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4,481 SQUARE FEET.



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

Item No. 5.j.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution approving pay request no. 1 for the Bondurant Emergency Services Facility Project in the amount of \$922,363.29

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Attached is the first pay application for the Bondurant Emergency Services facility. The pay application has been reviewed by the Construction Manager and the architect.

The amount is \$922,363.29 for work from August 15, 2024, through September 30, 2024.

FUNDING SOURCE: Capital Project Fund supported by GO Bonds and TIF Bonds and sustainable energy rebates

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-225
2. BESF - Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 241021-225

RESOLUTION APPROVING PAY REQUEST NO. 1 TO RYAN COMPANIES FOR THE BONDURANT EMERGENCY SERVICES FACILITY IN THE AMOUNT OF \$922,363.29

WHEREAS, the City of Bondurant entered into an agreement with Ryan Companies US, Inc., for the construction of the Bondurant Emergency Services Facility; AND

WHEREAS, the contractor, Ryan Companies US, Inc., has submitted Payment Request No. 01, dated September 30, 2024, for work completed from August 15, 2024, to September 30, 2024; AND

WHEREAS, the total amount due for Payment Request No. 01 is \$922,363.29, which represents the value of work completed to date minus retainage, as certified by the project architect, OPN Architects; AND

WHEREAS, the City Council has reviewed Payment Application #01 and finds it to be consistent with the contract terms and satisfactory as to the work completed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Payment Application #01 in the amount of \$922,363.29 is hereby approved, and the City Clerk is authorized to process payment to Ryan Companies US, Inc. for said amount.

Passed this 21st day of October 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				

APPLICATION AND CERTIFICATE FOR PAYMENT

To: City of Bondurant
200 2nd Street NE, Box 37
Bondurant, Iowa 50035

PROJECT: Bondurant Emergency Services Facility

ATTN: Marketa Oliver, City of Des Moines

FROM (CONTRACTOR): RYAN COMPANIES US, INC
533 South Third Street, Suite 100
Minneapolis, MN 55415

CONTRACT FOR: Bondurant Emergency Services Facility - CMR Services

APPLICATION NO: 1

APPLICATION DATE: 9/30/2024
PERIOD FROM: 8/15/2024
PERIOD TO: 9/30/2024

PROJECT NO: 6777-000

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner		ADDITIONS	DEDUCTIONS
TOTAL		0.00	0.00
Approved This Month			
Number	Date Approved		
TOTALS		0.00	0.00
Net change by Change Order:			0.00

ORIGINAL CONTRACT SUM		\$ 16,417,582.00
Net change by Change Orders		\$ -
CONTRACT SUM TO DATE		\$ 16,417,582.00
TOTAL COMPLETED & STORED TO DATE		\$ 970,908.73
RETAINAGE 5.0%		\$ 48,545.44
TOTAL EARNED LESS RETAINAGE		\$ 922,363.29
LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$ -
CURRENT PAYMENT DUE		\$ 922,363.29
AMOUNT DUE FROM PREVIOUS APPLICATION #		
TOTAL AMOUNT DUE		\$ 922,363.29

CONTRACTOR: RYAN COMPANIES US, INC.

By: _____

DATE: _____

ARCHITECT: OPN ARCHITECTS

By: _____

DATE: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____, 20____
Notary Public:
My Commission expires

CONTINUATION SHEET AIA Document G703
AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 1
APPLICATION DATE: 9/30/2024
PERIOD FROM: 8/14/2024
TO: 9/30/2024

A	B	C	D	E	F	G	H	I	J	K
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	CHANGE ORDER	REVISED VALUE	PREVIOUS APPLICATIONS	WORK COMPLETED		Total Completed and Stored To Date (D+E+F)	% (G/C)	Balance To Finish (C-G)
						This Application				
						Work in Place	Stored Materials (not in D or E)			
	Preconstruction Services									
1	Preconstruction Management	\$ 60,000.00	\$0.00	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -	\$ 60,000.00	100%	\$ -
	Construction Services									
2	01 - General Conditions	\$ 1,708,991.00	\$0.00	\$ 1,708,991.00	\$ -	\$ 135,663.37	\$ -	\$ 135,663.37	8%	\$ 1,573,327.63
3	03 - Building Concrete	\$ 678,720.00	\$0.00	\$ 678,720.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 678,720.00
4	03 - Precast Materials	\$ 722,439.00	\$0.00	\$ 722,439.00	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00	2%	\$ 709,439.00
5	04 - Masonry	\$ 65,920.00	\$0.00	\$ 65,920.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,920.00
6	05 - Steel Materials	\$ 1,019,245.00	\$0.00	\$ 1,019,245.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,019,245.00
7	05 - Steel & Precast Erection	\$ 516,518.00	\$0.00	\$ 516,518.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 516,518.00
8	06 - Finish Carpentry / Doors / Specialties	\$ 765,720.00	\$0.00	\$ 765,720.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 765,720.00
9	07 - Roofing and Sheet Metal	\$ 288,900.00	\$0.00	\$ 288,900.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 288,900.00
10	08 - Overhead Doors	\$ 482,200.00	\$0.00	\$ 482,200.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 482,200.00
11	08 - Glass/Glazing/Translucent Wall Assemblies	\$ 812,667.00	\$0.00	\$ 812,667.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 812,667.00
12	09 - Framing/Drywall/Ceilings	\$ 565,125.00	\$0.00	\$ 565,125.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 565,125.00
13	09 - Flooring	\$ 179,925.00	\$0.00	\$ 179,925.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 179,925.00
14	09 - Painting & Wallcoverings	\$ 117,123.00	\$0.00	\$ 117,123.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 117,123.00
15	10 - Signage	\$ 26,000.00	\$0.00	\$ 26,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 26,000.00
16	11 - Appliances	\$ 70,000.00	\$0.00	\$ 70,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 70,000.00
17	21 - Fire Suppression	\$ 99,669.00	\$0.00	\$ 99,669.00	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	5%	\$ 94,669.00
18	22 - Plumbing	\$ 976,400.00	\$0.00	\$ 976,400.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 976,400.00
19	23 - HVAC	\$ 1,216,722.00	\$0.00	\$ 1,216,722.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,216,722.00
20	23 - Geothermal Wellfield	\$ 302,249.00	\$0.00	\$ 302,249.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 302,249.00
21	26 - Early Procurement Electrical Equipment	\$ 304,510.00	\$0.00	\$ 304,510.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 304,510.00
22	26 - Electrical	\$ 2,481,778.00	\$0.00	\$ 2,481,778.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,481,778.00
23	31 - Earthwork	\$ 653,281.00	\$0.00	\$ 653,281.00	\$ -	\$ 295,184.00	\$ -	\$ 295,184.00	45%	\$ 358,097.00
24	32 - Exterior Concrete	\$ 635,720.00	\$0.00	\$ 635,720.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 635,720.00
25	32 - Landscaping & Irrigation	\$ 190,000.00	\$0.00	\$ 190,000.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 190,000.00
26	33 - Utilities	\$ 356,741.00	\$0.00	\$ 356,741.00	\$ -	\$ 335,116.00	\$ -	\$ 335,116.00	94%	\$ 21,625.00
27	60 - Insurance	\$ 186,320.00	\$0.00	\$ 186,320.00	\$ -	\$ 3,628.83	\$ -	\$ 3,628.83	2%	\$ 182,691.17
28	60 - Bond	\$ 99,500.00	\$0.00	\$ 99,500.00	\$ -	\$ 101,347.00	\$ -	\$ 101,347.00	102%	\$ (1,847.00)
29	60 - Construction Contingency (3%)	\$ 449,904.00	\$0.00	\$ 449,904.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 449,904.00
30	60 - Project Related Software	\$ 31,054.00	\$0.00	\$ 31,054.00	\$ -	\$ 604.79	\$ -	\$ 604.79	2%	\$ 30,449.21
31	66 - Fee (2.25%)	\$ 354,241.00	\$0.00	\$ 354,241.00	\$ -	\$ 21,364.74	\$ -	\$ 21,364.74	6%	\$ 332,876.26
	Total	\$ 16,417,582.00	\$0.00	\$ 16,417,582.00	\$ -	\$ 970,908.73	\$ -	\$ 970,908.73	6%	\$ 15,446,673.27

J o b 006777000 Bondurant ESF - CMR

From Date 06/01/2024
Thru Date 10/07/2024

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
011005	11410	Time Tracking WE	Regular	07/09/2024	JP	4080697			1,641.48	12.00	AA		00161246	A	
		2024-07-06													
		Time Tracking WE	Regular	07/16/2024	JP	4086218			2,735.80	20.00	AA		00161246	A	
		2024-07-13													
		Time Tracking WE	Regular	07/23/2024	JP	4091115			2,735.80	20.00	AA		00161246	A	
		2024-07-20													
		Time Tracking WE	Regular	07/30/2024	JP	4100729			2,735.80	20.00	AA		00161246	A	
		2024-07-27													
		Time Tracking WE	Regular	08/06/2024	JP	4109147			2,735.80	20.00	AA		00161246	A	
		2024-08-03													
		Time Tracking WE	Regular	08/13/2024	JP	4114529			2,735.80	20.00	AA		00161246	A	
		2024-08-10													
		Time Tracking WE	Regular	08/20/2024	JP	4118811			5,471.60	40.00	AA		00161246	A	
		2024-08-17													
		Time Tracking WE	Regular	08/27/2024	JP	4123954			5,471.60	40.00	AA		00161246	A	
		2024-08-24													
		Time Tracking WE	Regular	09/04/2024	JP	4134655			5,471.60	40.00	AA		00161246	A	
		2024-08-31													
		Time Tracking WE	Regular	09/10/2024	JP	4138133			4,377.28	32.00	AA		00161246	A	
		2024-09-07													
		Time Tracking WE	Regular	09/17/2024	JP	4143104			5,471.60	40.00	AA		00161246	A	
		2024-09-14													
		Time Tracking WE	Regular	09/24/2024	JP	4149369			5,471.60	40.00	AA		00161246	A	
		2024-09-21													
		Time Tracking WE	Regular	10/01/2024	JP	4157884			5,471.60	40.00	AA		00161246	A	
		2024-09-28													
			Cost Type	11410		Sr Superintendent-hr			52,527.36	384.00					
			Cost Code	011005					52,527.36	384.00					
012010	11420	Corporate Payment Systems	STAPLES 00115501	09/17/2024	PJ	1879481	110054		164.74		AA	H			Corporate Payment Sy
		Corporate Payment Systems	MENARDS ALTOONA IA	09/17/2024	PJ	1879481	110054		203.54		AA	H			Corporate Payment Sy
		Corporate Payment Systems	MENARDS ALTOONA IA	09/17/2024	PJ	1879481	110054		315.49		AA	H			Corporate Payment Sy
		Corporate Payment Systems	WAL-MART #1491	09/17/2024	PJ	1879481	110054		302.43		AA	H			Corporate Payment Sy
			Cost Type	11420		Office Supplies			986.20	.00					
			Cost Code	012010					986.20	.00					
012050	11420	Satellite Shelters	INV791363	09/25/2024	PS	1883522	120672		4,640.85		AA	H			Satellite Shelters I

J o b 006777000 Bondurant ESF - CMR

From Date 06/01/2024
Thru Date 10/07/2024

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
		Inc													
			Cost Type	11420		Trailer SetUp/Demo			4,640.85	.00					
			Cost Code	012050					4,640.85	.00					
012080	11420	Corporate Payment Systems	CASEYS #1861	09/17/2024 PJ		1879481	110054		9.51		AA	H			Corporate Payment Sy
		Corporate Payment Systems	CASEYS #1861	09/17/2024 PJ		1879481	110054		5.99		AA	H			Corporate Payment Sy
		Corporate Payment Systems	CASEYS #1861	09/17/2024 PJ		1879481	110054		5.99		AA	H			Corporate Payment Sy
			Cost Type	11420		Water/Ice/Cups			21.49	.00					
			Cost Code	012080					21.49	.00					
014020	11420	Ryan Yard - Ryan Companies US	08/2024 Yard Bill	08/29/2024 PS		1873578	147178		550.00		AA	P			Ryan Yard - Ryan Com
		Freedom 1st Aid & Safety LLC V	43589	09/25/2024 PS		1883499	171707		347.58		AA	H			Freedom 1st Aid & Sa
			Cost Type	11420		Ryan Safety Supplies			897.58	.00					
			Cost Code	014020					897.58	.00					
015012	11420	Ryan Yard - Ryan Companies US	9/2024 Yard Bill	09/26/2024 PS		1884148	147178		100.00		AA	P			Ryan Yard - Ryan Com
			Cost Type	11420		Ryan Yard Equip			100.00	.00					
			Cost Code	015012					100.00	.00					
015620	11420	Corporate Payment Systems	CASEYS #1861	09/17/2024 PJ		1879481	110054		50.33		AA	H			Corporate Payment Sy
		Corporate Payment Systems	CASEYS #1910	09/17/2024 PJ		1879481	110054		63.37		AA	H			Corporate Payment Sy
		Corporate Payment Systems	CASEYS #1861	09/17/2024 PJ		1879481	110054		52.53		AA	H			Corporate Payment Sy
		Corporate Payment Systems	CASEYS #3404	09/17/2024 PJ		1879481	110054		50.20		AA	H			Corporate Payment Sy
		Ryan Yard - Ryan Companies US	9/2024 Yard Bill	09/26/2024 PS		1884148	147178		256.00		AA	P			Ryan Yard - Ryan Com
			Cost Type	11420		Superintendent Fuel			472.43	.00					
			Cost Code	015620					472.43	.00					
015850	11410	Time Tracking WE 2024-09-14	Regular	09/17/2024 JP		4143032			274.72	4.00	AA		00158252	A	
		Time Tracking WE 2024-09-28	Regular	10/01/2024 JP		4157689			89.59	1.00	AA		00128911	A	
		Time Tracking WE 2024-09-28	Regular	10/01/2024 JP		4157823			206.04	3.00	AA		00158252	A	

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
016010	11420	Corporate Payment Systems	Cost Type	11410	08/26/2024 PS	Yard Deliveries-hr	1871257	110054	570.35	8.00	AA	H			Corporate Payment Sy
			Cost Code	015850					570.35	8.00					
			0357JT UPS 08242024						16.70						
			FEDEX940956758233	09/27/2024 PJ					12.29						Corporate Payment Sy
016020	11420	Beeline & Blue	Corporate Payment Systems	FEDEX278596083396	09/27/2024 PJ	1884646	110054		18.51		AA	P			Beeline & Blue
			Cost Type	11420	07/08/2024 PS	Postage/Courier Serv	1852918	116548	47.50	.00					
			Cost Code	016010					47.50	.00					
			INV040827						267.50						
016080	11420	Waste Solutions of Iowa	Cost Type	11420	09/25/2024 PS	Plan-digital/Print	1883521	175872	267.50	.00	AA	H			Waste Solutions of I
			Cost Code	016020					267.50	.00					
			89764						139.35						
			Chemical Toilets	11420					139.35	.00					
034000	11445	Advanced Precast Company Inc	Cost Code	016080	09/30/2024 PX	Precast Walls	1885804	202150	139.35	.00	AA	T			Advanced Precast Com
			CONTRACT NO. 71436						13,000.00						
			CHG 000												
			Cost Type	11445					13,000.00	.00					
210000	11440	Fire Protection Professionals	Cost Code	034000	09/30/2024 PX	Fire Protection	1885823	183942	13,000.00	.00	AA	T			Fire Protection Prof
			CONTRACT NO. 71754						5,000.00						
			CHG 000												
			Cost Type	11440					5,000.00	.00					
501060	11420	BrownWinick Law	Cost Code	210000	09/23/2024 PS	Legal Fees	1881872	179643	5,000.00	.00	AA	H			BrownWinick Law
			416248						330.00						
			Cost Type	11420					330.00	.00					
			Cost Code	501060					330.00	.00					
501213	11476	Time Tracking WE	2024-09-07	VB	09/10/2024 JP	VDC Manager 1	4137218		302.00	2.00	AA		00183081	A	
			2024-09-14	VB					604.00	4.00					
			2024-09-21	VB					1,208.00	8.00					
			2024-09-28	VB					604.00	4.00					
501218	11476	Time Tracking WE	Cost Type	11476	07/30/2024 JP	4099518			2,718.00	18.00	AA		00152116	A	
			Cost Code	501213					2,718.00	18.00					
			VB						1,464.00	8.00					

J o b 006777000 Bondurant ESF - CMR

From Date 06/01/2024
Thru Date 10/07/2024

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
2024-07-27															
504005	11420	Holmes Murphy & Associates LLC	788548	Cost Type		11476	Sr. VDC Manager		1,464.00	8.00	AA	P			Holmes Murphy & Asso
				Cost Code		501218			1,464.00	8.00					
						09/11/2024	PS	1878097	123471	101,347.00					
				Cost Type		11420	Performance Bond		101,347.00	.00					
504015	11476	General Ins Alloc 120		Cost Code		504005			101,347.00	.00	AA				
						06/30/2024	JA	4065919	.23						
						06/30/2024	JA	4065920	98.78				00163340	A	
						06/30/2024	JA	4065920	25.34				00167472	A	
						06/30/2024	JA	4065920	130.56				00175618	A	
						07/31/2024	JA	4098077	3.21						
						07/31/2024	JA	4098078	17.57				00152116	A	
						07/31/2024	JA	4098077	118.19				00161246	A	
						07/31/2024	JA	4098078	141.12				00163340	A	
						07/31/2024	JA	4098078	155.23				00167472	A	
						07/31/2024	JA	4098078	184.32				00175618	A	
						07/31/2024	JA	4098078	47.52				00179478	A	
						07/31/2024	JA	4098077	1.80				00521050	W	
						08/31/2024	JA	4125717	6.80						
						08/31/2024	JA	4125717	196.98				00161246	A	
						08/31/2024	JA	4125718	239.90				00163340	A	
						08/31/2024	JA	4125718	20.64				00166034	A	

J o b 006777000 Bondurant ESF - CMR

From Date 06/01/2024
Thru Date 10/07/2024

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
504015	11476	General Ins Alloc		08/31/2024	JA	4125718			53.76		AA		00175618	A	
		120 11476													
		General Ins Alloc		08/31/2024	JA	4125718			10.56		AA		00179478	A	
		120 11476													
		General Ins Alloc		08/31/2024	JA	4125718			24.48		AA		00192281	A	
		120 11476													
		General Ins Alloc		09/30/2024	JA	4145650			1,516.98		AA				
		120													
		General Ins Alloc		09/30/2024	JA	4145650			3.30		AA		00158252	A	
		120													
		General Ins Alloc		09/30/2024	JA	4145650			249.50		AA		00161246	A	
		120													
		General Ins Alloc		09/30/2024	JA	4145651			314.50		AA		00163340	A	
		120 11476													
		General Ins Alloc		09/30/2024	JA	4145651			26.83		AA		00166034	A	
		120 11476													
		General Ins Alloc		09/30/2024	JA	4145651			15.36		AA		00175618	A	
		120 11476													
		General Ins Alloc		09/30/2024	JA	4145651			25.37		AA		00183081	A	
		120 11476													
			Cost Type	11476		Liability Ins			3,628.83	.00					
			Cost Code	504015					3,628.83	.00					
512015	11420	Aldrich, Nicholas P		06/07/2024	PJ	1841955	163340		18.76		AA	P			Aldrich, Nicholas P
			Cost Type	11420		Travel Expense-PM			18.76	.00					
			Cost Code	512015					18.76	.00					
521000	11410	Labor Billing Distribution		07/31/2024	T4	6641			150.00	.50	AA		00521050	W	
			Cost Type	11410		Legal-Ryan Internal-hr			150.00	.50					
			Cost Code	521000					150.00	.50					
531000	11476	Time Tracking WE	CPRJ	06/04/2024	JP	4054630			5,120.00	40.00	AA		00175618	A	
		2024-06-01													
		Time Tracking WE	CPRJ	06/11/2024	JP	4058866			2,560.00	20.00	AA		00175618	A	
		2024-06-08													
		Time Tracking WE	CPRJ	06/18/2024	JP	4063528			3,200.00	25.00	AA		00175618	A	
		2024-06-15													
		Time Tracking WE	CPRJ	07/02/2024	JP	4076793			3,840.00	30.00	AA		00175618	A	
		2024-06-29													
		Time Tracking WE	CPRJ	07/09/2024	JP	4079481			3,840.00	30.00	AA		00175618	A	

J o b 006777000 Bondurant ESF - CMR

From Date 06/01/2024
Thru Date 10/07/2024

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
531003	11476	2024-07-06													
		Time Tracking WE	CPRJ	07/16/2024	JP	4085274			1,280.00	10.00	AA		00175618	A	
		2024-07-13													
		Time Tracking WE	CPRJ	07/23/2024	JP	4090126			2,560.00	20.00	AA		00175618	A	
		2024-07-20													
		Time Tracking WE	CPRJ	07/30/2024	JP	4099770			3,840.00	30.00	AA		00175618	A	
		2024-07-27													
		Time Tracking WE	CPRJ	08/13/2024	JP	4112717			2,560.00	20.00	AA		00175618	A	
		2024-08-10													
		Time Tracking WE	CPRJ	08/20/2024	JP	4117837			1,280.00	10.00	AA		00175618	A	
		2024-08-17													
		Time Tracking WE	CPRJ	08/27/2024	JP	4122876			640.00	5.00	AA		00175618	A	
		2024-08-24													
		Time Tracking WE	CPRJ	09/04/2024	JP	4132479			640.00	5.00	AA		00175618	A	
		2024-08-31													
		Time Tracking WE	CPRJ	09/17/2024	JP	4142332			640.00	5.00	AA		00175618	A	
		2024-09-14													
			Cost Type	11476		Project Manager I			32,000.00	250.00					
			Cost Code	531000					32,000.00	250.00					
		Time Tracking WE	CPRJ	06/04/2024	JP	4054480			1,008.00	6.00	AA		00163340	A	
		2024-06-01													
		Time Tracking WE	CPRJ	06/11/2024	JP	4058724			1,008.00	6.00	AA		00163340	A	
		2024-06-08													
		Time Tracking WE	CPRJ	06/18/2024	JP	4063386			1,008.00	6.00	AA		00163340	A	
		2024-06-15													
		Time Tracking WE	CPRJ	06/25/2024	JP	4068211			5,208.00	31.00	AA		00163340	A	
		2024-06-22													
		Time Tracking WE	CPRJ	07/02/2024	JP	4076644			1,344.00	8.00	AA		00163340	A	
		2024-06-29													
		Time Tracking WE	CPRJ	07/09/2024	JP	4079365			2,352.00	14.00	AA		00163340	A	
		2024-07-06													
		Time Tracking WE	CPRJ	07/16/2024	JP	4085128			1,344.00	8.00	AA		00163340	A	
		2024-07-13													
		Time Tracking WE	CPRJ	07/23/2024	JP	4089993			3,360.00	20.00	AA		00163340	A	
		2024-07-20													
		Time Tracking WE	CPRJ	07/30/2024	JP	4099628			3,360.00	20.00	AA		00163340	A	
		2024-07-27													
		Time Tracking WE	CPRJ	08/06/2024	JP	4107945			2,688.00	16.00	AA		00163340	A	
		2024-08-03													

J o b 006777000 Bondurant ESF - CMR

From Date 06/01/2024
Thru Date 10/07/2024

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
531003	11476	Time Tracking WE 2024-08-10	CPRJ	08/13/2024	JP	4112584			3,864.00	23.00	AA		00163340	A	
		Time Tracking WE 2024-08-17	CPRJ	08/20/2024	JP	4117711			6,720.00	40.00	AA		00163340	A	
		Time Tracking WE 2024-08-24	CPRJ	08/27/2024	JP	4122722			6,720.00	40.00	AA		00163340	A	
		Time Tracking WE 2024-08-31	CPRJ	09/04/2024	JP	4132329			6,720.00	40.00	AA		00163340	A	
		Time Tracking WE 2024-09-07	CPRJ	09/10/2024	JP	4136939			6,720.00	40.00	AA		00163340	A	
		Time Tracking WE 2024-09-14	CPRJ	09/17/2024	JP	4142199			6,720.00	40.00	AA		00163340	A	
		Time Tracking WE 2024-09-21	CPRJ	09/24/2024	JP	4148344			6,048.00	36.00	AA		00163340	A	
		Time Tracking WE 2024-09-28	CPRJ	10/01/2024	JP	4157100			5,376.00	32.00	AA		00163340	A	
			Cost Type	11476		Sr Project Manager I			71,568.00	426.00					
			Cost Code	531003					71,568.00	426.00					
531008	11476	Time Tracking WE 2024-08-03	CPRJ	08/06/2024	JP	4108546			2,040.00	20.00	AA		00192281	A	
			Cost Type	11476		Project Engineer			2,040.00	20.00					
			Cost Code	531008					2,040.00	20.00					
531009	11476	Time Tracking WE 2024-07-13	CPRJ	07/16/2024	JP	4085351			880.00	8.00	AA		00179478	A	
		Time Tracking WE 2024-07-20	CPRJ	07/23/2024	JP	4090188			880.00	8.00	AA		00179478	A	
		Time Tracking WE 2024-07-27	CPRJ	07/30/2024	JP	4099843			2,200.00	20.00	AA		00179478	A	
		Time Tracking WE 2024-08-03	CPRJ	08/06/2024	JP	4108142			880.00	8.00	AA		00179478	A	
			Cost Type	11476		Sr Project Engineer			4,840.00	44.00					
			Cost Code	531009					4,840.00	44.00					
531013	11476	Time Tracking WE 2024-08-10	CPRJ	08/13/2024	JP	4112622			430.00	5.00	AA		00166034	A	
		Time Tracking WE 2024-08-17	CPRJ	08/20/2024	JP	4117745			602.00	7.00	AA		00166034	A	
		Time Tracking WE 2024-08-24	CPRJ	08/27/2024	JP	4122766			688.00	8.00	AA		00166034	A	
		Time Tracking WE	CPRJ	09/04/2024	JP	4132370			688.00	8.00	AA		00166034	A	

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
551060	11476	2024-08-31													
		Time Tracking WE	CPRJ	09/10/2024	JP	4136978			516.00	6.00	AA		00166034	A	
		2024-09-07													
		Time Tracking WE	CPRJ	09/17/2024	JP	4142234			516.00	6.00	AA		00166034	A	
		2024-09-14													
		Time Tracking WE	CPRJ	09/24/2024	JP	4146725			516.00	6.00	AA		00166034	A	
		2024-09-21													
		Time Tracking WE	CPRJ	10/01/2024	JP	4157136			860.00	10.00	AA		00166034	A	
		2024-09-28													
			Cost Type	11476		Project Coordinator II			4,816.00	56.00					
			Cost Code	531013					4,816.00	56.00					
		Time Tracking WE	CPRJ	06/04/2024	JP	4054532			792.00	6.00	AA		00167472	A	
		2024-06-01													
		Time Tracking WE	CPRJ	06/11/2024	JP	4058769			528.00	4.00	AA		00167472	A	
		2024-06-08													
		Time Tracking WE	CPRJ	06/18/2024	JP	4063436			264.00	2.00	AA		00167472	A	
		2024-06-15													
		Time Tracking WE	CPRJ	06/25/2024	JP	4068260			528.00	4.00	AA		00167472	A	
		2024-06-22													
		Time Tracking WE	CPRJ	07/02/2024	JP	4076691			3,696.00	28.00	AA		00167472	A	
		2024-06-29													
		Time Tracking WE	CPRJ	07/09/2024	JP	4079404			1,584.00	12.00	AA		00167472	A	
		2024-07-06													
		Time Tracking WE	CPRJ	07/16/2024	JP	4085180			1,056.00	8.00	AA		00167472	A	
		2024-07-13													
		Time Tracking WE	CPRJ	07/23/2024	JP	4090040			3,960.00	30.00	AA		00167472	A	
		2024-07-20													
		Time Tracking WE	CPRJ	07/30/2024	JP	4099675			2,640.00	20.00	AA		00167472	A	
		2024-07-27													
			Cost Type	11476		Estimator I			15,048.00	114.00					
			Cost Code	551060					15,048.00	114.00					
603010	11420	Proj Related		06/30/2024	JA	4065950			.04		AA				
		Software Alloc 20													
		Proj Rel Soft		06/30/2024	JA	4065951			16.46		AA		00163340	A	
		Alloc 20 11476													
		Proj Rel Soft		06/30/2024	JA	4065951			4.22		AA		00167472	A	
		Alloc 20 11476													
		Proj Rel Soft		06/30/2024	JA	4065951			21.76		AA		00175618	A	
		Alloc 20 11476													

J o b 006777000 Bondurant ESF - CMR

From Date 06/01/2024
Thru Date 10/07/2024

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
603010	11420	Proj Related		07/31/2024	JA	4098119			.54		AA				
		Software Alloc 20													
		Proj Rel Soft		07/31/2024	JA	4098120			2.93		AA		00152116	A	
		Alloc 20 11476													
		Proj Related		07/31/2024	JA	4098119			19.70		AA		00161246	A	
		Software Alloc 20													
		Proj Rel Soft		07/31/2024	JA	4098120			23.52		AA		00163340	A	
		Alloc 20 11476													
		Proj Rel Soft		07/31/2024	JA	4098120			25.87		AA		00167472	A	
		Alloc 20 11476													
		Proj Rel Soft		07/31/2024	JA	4098120			30.72		AA		00175618	A	
		Alloc 20 11476													
		Proj Rel Soft		07/31/2024	JA	4098120			7.92		AA		00179478	A	
		Alloc 20 11476													
		Proj Related		07/31/2024	JA	4098119			.30		AA		00521050	W	
		Software Alloc 20													
		Proj Related		08/31/2024	JA	4125760			1.13		AA				
		Software Alloc 20													
		Proj Related		08/31/2024	JA	4125760			32.83		AA		00161246	A	
		Software Alloc 20													
		Proj Rel Soft		08/31/2024	JA	4125761			39.98		AA		00163340	A	
		Alloc 20 11476													
		Proj Rel Soft		08/31/2024	JA	4125761			3.44		AA		00166034	A	
		Alloc 20 11476													
		Proj Rel Soft		08/31/2024	JA	4125761			8.96		AA		00175618	A	
		Alloc 20 11476													
		Proj Rel Soft		08/31/2024	JA	4125761			1.76		AA		00179478	A	
		Alloc 20 11476													
		Proj Rel Soft		08/31/2024	JA	4125761			4.08		AA		00192281	A	
		Alloc 20 11476													
		Proj Related		09/30/2024	JA	4145699			252.82		AA				
		Software Alloc 20													
		Proj Related		09/30/2024	JA	4145699			.55		AA		00158252	A	
		Software Alloc 20													
		Proj Related		09/30/2024	JA	4145699			41.58		AA		00161246	A	
		Software Alloc 20													
		Proj Rel Soft		09/30/2024	JA	4145700			52.42		AA		00163340	A	
		Alloc 20 11476													
		Proj Rel Soft		09/30/2024	JA	4145700			4.47		AA		00166034	A	

J o b 006777000 Bondurant ESF - CMR

From Date 06/01/2024
Thru Date 10/07/2024

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
		Alloc 20 11476													
		Proj Rel Soft		09/30/2024	JA	4145700			2.56		AA		00175618	A	
		Alloc 20 11476													
		Proj Rel Soft		09/30/2024	JA	4145700			4.23		AA		00183081	A	
		Alloc 20 11476													
			Cost Type	11420		Project Related Software			604.79	.00					
			Cost Code	603010					604.79	.00					
			Job	006777000		Bondurant ESF - CMR			319,243.99	1,328.50					
						Grand Totals			319,243.99	1,328.50					

+Earthwork - \$295,184.00
+Utilities - \$335,116.00
+Fee - \$21,364.74

Total \$970,908.73



3500 8th St. SW
Attoona, IA 50009
515-957-6233

Sale

Store: 1550 Register: 6
Date: 9/7/24 Time: 10:33 AM
Transaction: 26402 Cashier: 3011743

Qty	Item	Price	Amount
1	EPSON 1812 CMY 3PK		
	010343958708	47.99	47.99
1	EPSON 1812 CMY 3PK		
	010343958708	47.99	47.99
1	EPSON 1812 CMY 3PK		
	010343958708	47.99	47.99
1	20 OZ GATORADE VAR		
	052000133318	9.99	9.99

Subtotal 153.96
IOWA 7% 10.78

Total 164.74

VISA CREDIT USD\$164.74

Card No. : xxxxxxxxxxxx7587 [C]

Chip Read

Auth No. : 094484

Mode : Issuer

AID : A0000000031010

TVR : 8000008000

IAD : 06011203608000

TSI : 6800

ARC : 3030

Staples,
the working and learning store.
Discover every tool to take on tomorrow
including products, services
and inspiration that help you
unlock what is possible.

THANK YOU FOR SHOPPING AT
STAPLES!



Customer Copy

Scan outside and save

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 12/05/24

If you have questions regarding the
charges on your receipt, please
email us at:

ALTOfrontend@menards.com



Sale Transaction

FOAM EXPANSION JOINT	9.99
1831225	
CT MICROWAVE 1.1CF BLK *	54.99
4558054	
FLEXBREW TRIO COFFEEMAKER	99.85
4737612	
MARCELLA 100% ARABICA 1Z	5.49 NT
5744435	
MARCELLA PREMIUM ROAST	5.49 NT
5745425	
500 COUNT COFFEE FILTER	3.99
4739996	
PURIFIED WATER GALLON	2.44 NT
2734028 2 @1.22	
3M FOAM EARPLUG 80/PK	8.86
2122310	
TOTAL	191.10
TAX ALTOONA-IA 7%	12.44
TOTAL SALE	203.54
VISA CREDIT 7587	203.54
PO #	
Auth Code:063558	
Chip Inserted	
00000000031010	
TC - 0211db38703c2dc0	

TOTAL SAVINGS 15.00

TOTAL NUMBER OF ITEMS = 9

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
3042

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown
hereon and agrees to pay the card issuer
according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP.
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Jeneane

38433 04 7882 09/06/24 12:52PM 3153

MENARDS - ALTOONA
370 38th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below, allowable return for
items on this receipt will be in the form
of an in-store credit voucher if the
return is done after 11/25/24

If you have questions regarding the
charges on your receipt, please
email us at:
ALtofrontend@menards.com



Sale Transaction

250 84CT CONTRACTOR BAGS	14.00
2 70" DIMENSIONAL PLANK	31.00
4448017	
10-1/2" 20' WHITE CONE	13.30
1010000	2 86.00
10CT PLASTIC OUTLET/CON	2.44
1000013	
10CT PLASTIC SPINDS	2.44
1000012	
10CT PLASTIC FORMS	2.44
1000011	
1/4 PC BUNGEE ASST SIZES	8.00
1000008	
1000010	
1000011	11.97
1000012	
1000013	2.27
1000014	
1000015	4.40
1000016	
1000017	9.57
1000018	3 83.30
1000019	5.40
1000020	
1000021	15.04
1000022	
1000023	0.00
1000024	1.50
1000025	2 90.70
1000026	38.00
1000027	
1000028	3.90
1000029	
1000030	0.00
1000031	
1000032	10.40
1000033	1.00
1000034	41.70
1000035	
1000036	29.00
1000037	
1000038	294.05
1000039	20.04
1000040	315.49
1000041	315.49
1000042	
1000043	
1000044	
1000045	
1000046	
1000047	
1000048	
1000049	
1000050	
1000051	
1000052	
1000053	
1000054	
1000055	
1000056	
1000057	
1000058	
1000059	
1000060	
1000061	
1000062	
1000063	
1000064	
1000065	
1000066	
1000067	
1000068	
1000069	
1000070	
1000071	
1000072	
1000073	
1000074	
1000075	
1000076	
1000077	
1000078	
1000079	
1000080	
1000081	
1000082	
1000083	
1000084	
1000085	
1000086	
1000087	
1000088	
1000089	
1000090	
1000091	
1000092	
1000093	
1000094	
1000095	
1000096	
1000097	
1000098	
1000099	
1000100	
1000101	
1000102	
1000103	
1000104	
1000105	
1000106	
1000107	
1000108	
1000109	
1000110	
1000111	
1000112	
1000113	
1000114	
1000115	
1000116	
1000117	
1000118	
1000119	
1000120	
1000121	
1000122	
1000123	
1000124	
1000125	
1000126	
1000127	
1000128	
1000129	
1000130	
1000131	
1000132	
1000133	
1000134	
1000135	
1000136	
1000137	
1000138	
1000139	
1000140	
1000141	
1000142	
1000143	
1000144	
1000145	
1000146	
1000147	
1000148	
1000149	
1000150	
1000151	
1000152	
1000153	
1000154	
1000155	
1000156	
1000157	
1000158	
1000159	
1000160	
1000161	
1000162	
1000163	
1000164	
1000165	
1000166	
1000167	
1000168	
1000169	
1000170	
1000171	
1000172	
1000173	
1000174	
1000175	
1000176	
1000177	
1000178	
1000179	
1000180	
1000181	
1000182	
1000183	
1000184	
1000185	
1000186	
1000187	
1000188	
1000189	
1000190	
1000191	
1000192	
1000193	
1000194	
1000195	
1000196	
1000197	
1000198	
1000199	
1000200	
1000201	
1000202	
1000203	
1000204	
1000205	
1000206	
1000207	
1000208	
1000209	
1000210	
1000211	
1000212	
1000213	
1000214	
1000215	
1000216	
1000217	
1000218	
1000219	
1000220	
1000221	
1000222	
1000223	
1000224	
1000225	
1000226	
1000227	
1000228	
1000229	
1000230	
1000231	
1000232	
1000233	
1000234	
1000235	
1000236	
1000237	
1000238	
1000239	
1000240	
1000241	
1000242	
1000243	
1000244	
1000245	
1000246	
1000247	
1000248	
1000249	
1000250	
1000251	
1000252	
1000253	
1000254	
1000255	
1000256	
1000257	
1000258	
1000259	
1000260	
1000261	
1000262	
1000263	
1000264	
1000265	
1000266	
1000267	
1000268	
1000269	
1000270	
1000271	
1000272	
1000273	
1000274	
1000275	
1000276	
1000277	
1000278	
1000279	
1000280	
1000281	
1000282	
1000283	
1000284	
1000285	
1000286	
1000287	
1000288	
1000289	
1000290	
1000291	
1000292	
1000293	
1000294	
1000295	
1000296	
1000297	
1000298	
1000299	
1000300	
1000301	
1000302	
1000303	
1000304	
1000305	
1000306	
1000307	
1000308	
1000309	
1000310	
1000311	
1000312	
1000313	
1000314	
1000315	
1000316	
1000317	
1000318	
1000319	
1000320	
1000321	
1000322	
1000323	
1000324	
1000325	
1000326	
1000327	
1000328	
1000329	
1000330	
1000331	
1000332	
1000333	
1000334	
1000335	
1000336	
1000337	
1000338	
1000339	
1000340	
1000341	
1000342	
1000343	
1000344	
1000345	
1000346	
1000347	
1000348	
1000349	
1000350	
1000351	
1000352	
1000353	
1000354	
1000355	
1000356	
1000357	
1000358	
1000359	
1000360	
1000361	
1000362	
1000363	
1000364	
1000365	
1000366	
1000367	
1000368	
1000369	
1000370	
1000371	
1000372	
1000373	
1000374	
1000375	
1000376	
1000377	
1000378	
1000379	
1000380	
1000381	
1000382	
1000383	
1000384	
1000385	
1000386	
1000387	
1000388	
1000389	
1000390	
1000391	
1000392	
1000393	
1000394	
1000395	
1000396	
1000397	
1000398	
1000399	
1000400	
1000401	
1000402	
1000403	
1000404	
1000405	
1000406	
1000407	
1000408	
1000409	
1000410	
1000411	
1000412	
1000413	
1000414	
1000415	
1000416	
1000417	
1000418	
1000419	
1000420	
1000421	
1000422	
1000423	
1000424	
1000425	
1000426	
1000427	
1000428	
1000429	
1000430	
1000431	
1000432	
1000433	
1000434	
1000435	
1000436	
1000437	
1000438	
1000439	
1000440	
1000441	
1000442	
1000443	
1000444	
1000445	
1000446	
1000447	
1000448	
1000449	
1000450	
1000451	
1000452	
1000453	
1000454	
1000455	
1000456	
1000457	
1000458	
1000459	
1000460	
1000461	
1000462	
1000463	
1000464	
1000465	
1000466	
1000467	
1000468	
1000469	
1000470	
1000471	
1000472	
1000473	
1000474	
1000475	
1000476	
1000477	
1000478	
1000479	
1000480	
1000481	
1000482	
1000483	
1000484	
1000485	
1000486	
1000487	
1000488	
1000489	
1000490	
1000491	
1000492	
1000493	
1000494	
1000495	
1000496	
1000497	
1000498	
1000499	
1000500	
1000501	
1000502	
1000503	
1000504	
1000505	
1000506	
1000507	
1000508	
1000509	
1000510	
1000511	
1000512	
1000513	
1000514	
1000515	
1000516	
1000517	
1000518	
1000519	
1000520	
1000521	
1000522	
1000523	
1000524	
1000525	
1000526	
1000527	
1000528	
1000529	
1000530	
1000531	
1000532	
1000533	
1000534	
1000535	
1000536	
1000537	
1000538	
1000539	
1000540	
1000541	
1000542	
1000543	
1000544	
1000545	
1000546	
1000547	
1000548	
1000549	
1000550	
1000551	
1000552	
1000553	
1000554	
1000555	
1000556	
1000557	
1000558	
1000559	
1000560	
1000561	
1000562	
1000563	
1000564	
1000565	
1000566	
1000567	
1000568	
1000569	
1000570	
1000571	
1000572	
1000573	
1000574	
1000575	
1000576	
1000577	
1000578	
1000579	
1000580	
1000581	
1000582	
1000583	
1000584	
1000585	
1000586	
1000587	
1000588	

Give us feedback @ survey.walmart.com
Thank you! ID # 7TNT0VJH028

Walmart *

WM Supercenter
515-961-8955 Mr. KATHY
1500 N. JEFFERSON WAY
INDIANOLA IA 50125

ST# 01491 UP# 009034 TEN 34 TR# 04201

ITEMS SOLD 7
TC# 2690 8482 4402 6027 0064 0



GATORADE	052000208070 F	7.88 X
OFFICE CHAIR	194696001430	75.00 X
CHAIR	044681352410	29.98 X
SLF STORAGE	618842427770	29.98 X
AQUAFINA	012000013110 F	6.98 N
55QT COOLER	081483825300	129.00 X
LARGE ICE	073309200200 F	4.58 0

SUBTOTAL	283.40
TAX1 7.0000 %	19.03
TOTAL	302.43
VISA TEND	302.43
CHANGE DUE	0.00

VISA CREDIT- 7587 I 4 APPR#065315
302.43 TOTAL PURCHASE
REF # 423800267393
TRANS ID - 584238829028857
VALIDATION - DWNJ
PAYMENT SERVICE - E
AID A0000000031010
TERMINAL # 29415341
*No Signature Required
08/25/24 18:01:41



Get free delivery
from this store
with Walmart+

Scan for 30-day free trial

Low prices You Can Trust. Every Day.
08/25/24 18:01:49

**Satellite Shelters Inc - Omaha****Invoice**

Page 1 of 1

Lockbox Remit to address:

PO Box 860700
Minneapolis, MN 55486-0700
Phone: (763) 553-1900
A/R Rep: Kathleen Streich

Invoice No.: INV791363
Invoice Date: 08/28/2024

Bill to: Ryan Companies
NXS# 120672
533 S Third Street Suite 100
Minneapolis, MN 55403

Ship to: Ryan Companies
20GLO S#020246258
Ron Embrey
500 Campus Dr. SE
Bondurant, IA 50035

Rental Insurance Status: CURRENT

Customer No.	Due Date	Contract No	Satellite Quote No.	Customer PO No.	Salesperson
C30719	09/27/2024	RC618868	RQ289291	006777000	Hudson Heiss

No.	Description	Serial No.	Rental From Date	Rental To Date	Qty.	Unit Price	Amount
	Customer Project RC618868				0	0.00	0.00
FA211759	8x20 Ground Level Office S#020246258	020246258	08/26/24	09/14/24	0.65	700.00	455.00
R-0005	Delivery-Load Door Passenger Side				1	2,077.00	2,077.00
R-0010	Pickup in Advance				1	2,077.00	2,077.00
1-NOTE	Driver down time or delays will incur additional				1	0.00	0.00
1-NOTE	charges.				1	0.00	0.00

Satellite Shelters Inc - Omaha

3370 North Jackson Ave
Kansas City, MO 64117
Phone No.: 816-453-1101

Fax No.: 816-453-5122

Subtotal: 4,609.00
Tax: 31.85
Total: 4,640.85

Thank You For Your Business!To pay your invoice online, please visit <https://secure.versapay.com>. If you need help getting started, please contact your Account Rep.

Casey's General Store# 1861
1455 GRANT ST S
BONDURANT, IA 50035
Register 1

9/7/24 09:09:12
Reg:1 Cashier:BETS
Receipt 1304835
Type SALE

1 Large Ice	5.99
1 Thermies Foam Cups 2	3.29
SubTotal	9.28
State Tax	0.20
Local/City Tax	0.03
Total	9.51

Received 9.51
Visa Fleet
Visa Fleet
Chip Read
Tran Type: Sale
Response : APPROVED
Card Num : XXXXXXXXXXXX7587
Merchant : 134000022001861
Terminal : 00999004
DeviceID : 1
Approval : 029393
Date/Time: 2024/09/07 09:09:02
Batch : 20240907675

Seq# : 5189
Reference:
42514928003058425150951992649TJVE 000000
00 1
CVV2 : P

USD\$ 9.51

VISA CREDIT
AID: A0000000031010
TVR: 8000008000
IAD: XXXXXXXXXXXXXX
TSI: 6800

ARQC: CD044BC6CA0D466C

APPROVED BY ISSUER

CASEY'S REWARDS
Guest: Ron Embrey
Rewards Account: XXXXXXXXXXXX0278

Visit caseys.com/survey
To take a short survey about your visit
And be entered into a monthly drawing
to win a \$500 Casey's Gift Card.
Survey # 1861-0001304835-0909

9/7/24 09:09:12

Casey's General Store# 1861
1455 GRANT ST S
BONDURANT, IA 50035
Register 1

9/3/24 14:38:09
Reg:1 Cashier:EMILY
Receipt 1302775

Type SALE

1 Large Ice	5.99
SubTotal	5.99
Total	5.99

Received 5.99
Visa Fleet
Visa Fleet
Chip Read
Tran Type: Sale
Response : APPROVED
Card Num : XXXXXXXXXXXX7587
Merchant : 134000022001861
Terminal : 00999004
DeviceID : 1
Approval : 092607
Date/Time: 2024/09/03 14:37:59
Batch : 20240903644

Seq# : 2256
Reference:
424748286188584247706873784MKN7VE 000000
00 1
CVV2 : P

USD\$ 5.99

VISA CREDIT
AID: A0000000031010
TVR: 8000008000
IAD: XXXXXXXXXXXXXXXX
TSI: 6800

ARQC: 98F87532C0770745

APPROVED BY ISSUER

CASEY'S REWARDS
Guest: Ron Embrey
Rewards Account: XXXXXXXXXXXX0278

Visit caseys.com/survey
To take a short survey about your visit
And be entered into a monthly drawing
to win a \$500 Casey's Gift Card.
Survey # 1861-0001302775-1438

9/3/24 14:38:09

Casey's General Store# 1861
1455 GRANT ST S
BONDURANT, IA 50035
Register 1

8/28/24 11:02:18
Reg:1 Cashier:EMILY
Receipt 1299360
Type SALE

1 Large Ice 5.99

SubTotal 5.99
Total 5.99

Received
Visa Fleet 5.99

Visa Fleet

Chip Read

Tran Type: Sale

Response : APPROVED

Card Num : XXXXXXXXXXXX7587

Merchant : 134000022001861

Terminal : 00999004

DeviceID : 1

Approval : 029135

Date/Time: 2024/08/28 11:02:07

Batch : 20240828592

Seq# : 7239

Reference:

424148830725304241577369963GHSQVE 000000

00 1

CVV2 : P

USD\$ 5.99

VISA CREDIT

AID: A0000000031010

TVR: 8000008000

IAD: XXXXXXXXXXXXXX

TSI: 6800

ARQC: 00F97B612A29225D

APPROVED BY ISSUER

CASEY'S REWARDS

Guest: Ron Embrey

Rewards Account: XXXXXXXXXXXX0278

Visit caseys.com/survey

To take a short survey about your visit

And be entered into a monthly drawing

to win a \$500 Casey's Gift Card.

Survey # 1861-0001299360-1102

8/28/24 11:02:18

August 2024 DES MOINES YARD
Invoice # 082024DESYARD
NXS# 101 - 147178

			Credit Codes				
BU/Job #	Cost Code	Amount	1723.40040	1723.41111	1725.54010	1725.54280	Difference
				\$410.00	\$140.00		\$0.00

\$550.00 Yard Bill

006777000	11420.014020	\$ 550.00
-----------	--------------	-----------

		1723.40040	1723.41111	1725.54010	1725.54280	Difference
TOTAL	\$ 42,312.00	\$39,784.00	\$2,253.00	\$140.00	\$135.00	\$0.00

Freedom First Aid & Safety

Invoice

L.L.C."VOBC"
10654 Southwold rd
Des Moines, IA 50320
(515) 283-2638

Date	Invoice #
7/22/2024	43589

Bill To
Ryan Construction 111 East Grand Avenue Suite 200 Des Moines, Iowa 50309

Ship To
Bondurant FD

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
006777000	30 Days		7/22/2024			
Quantity	Item Code	Description			Price Each	Amount
2	9997	10# ABC Badger Fire Extinguishers with tags			96.65	193.30T
1	2212	Lens & Screen Cleaner Wipes 100/Box			9.95	9.95T
1	0315	1' Lastobands, Heavy Duty, Cloth			5.95	5.95T
4	1427	1 oz Eye Wash			2.95	11.80T
1	0512	Adhesive Tape Triple Cut			4.95	4.95T
1	1004	3-1 Ointment box			6.35	6.35T
1	1017	Burn-aid Sachets			5.95	5.95T
1	0622	Burn Shield			12.95	12.95T
1	0712	Antiseptic Towelettes			3.45	3.45T
1	1104	Ibuprofen Tablets , 250/Box			19.95	19.95T
1	1132	Pain Relievers 2's 100/Box			9.95	9.95T
1	1122	Maximum Strength Non-Aspirin ,100/Box			8.95	8.95T
1	1166	Maximum Strenght Cold tablets			12.49	12.49T
1	1142	Anti-acid , 100/Box			8.95	8.95T
1	1211	Sm,Cherry Menthol Eucalyptus Cough Drops			4.95	4.95T
1	1231	(U) Peptobismal Pocket Packets			4.95	4.95T
		sales tax			7.00%	22.74
Thank you for your business.					Total	\$347.58

September 2024 DES MOINES YARD

Invoice # 092024DESYARD

NXS# 101 - 147178

			Credit Codes				
BU/Job #	Cost Code	Amount	1723.40040	1723.41111	1725.54010	1725.54280	Difference
006777000	11420.015012	\$ 100.00	\$100.00				\$0.00
006777000	11420.015620	\$ 256.00		\$256.00			\$0.00
TOTAL \$ 49,151.00			1723.40040	1723.41111	1725.54010	1725.54280	Difference
			\$46,075.00	\$2,896.00	\$0.00	\$180.00	\$0.00

			1723.40040	1723.41111	1725.54010	1725.54280	Difference
TOTAL	\$ 49,151.00		\$46,075.00	\$2,896.00	\$0.00	\$180.00	\$0.00

Casey's General
Store #1881
1455 GRANT ST S
BONDURANT, IA 50035

Date 09/09/2024
Time 04:50

#####7567

Pump	Gallons	Price
05	17.883	\$ 2.850

Product	Amount
87E10	\$ 58.33

Total Sale \$ 58.33

Auth # 001511
Visa Fleet

Seq # 04

+++++
Rewards Account:
#####0270
+++++

Visit
caseys.com/survey
Take a Short Survey
and be entered to
win a \$500 Caseys
Gift Card!

Survey Code:
1881-9985894286-1658

Thank You !!!
Please Come Again.
515-310-7810

Casey's General
Store #1910
6110 MERLE HAY ROAD
JOHNSTON, IA 50131

Date 09/07/2024
Time 04:09

VISAFL
#####7587

Pump	Gallons	Price
01	20.717	\$ 3.059

Product	Amount
87E10	\$ 63.37

Total Sale \$ 63.37

Auth # 099145
Visa Fleet

Seq # 49

Visit
caseys.com/survey
Take a Short Survey
and be entered to
Win a \$500 Caseys
Gift Card!

Survey Code:
1910-9901060158-1609

Thank You !!!
Please Come Again.
515-216-3028

Casey's General
Store #1881
1455 GRANT ST S
BONDURANT, IA 58835

Date 89/83/2824
Time 82:34

#####7587

Pump	Gallons	Price
88	17.516	\$ 2.999

Product	Amount
87E18	\$ 52.53

Total Sale \$ 52.53

Auth # 817828
Visa Fleet

Seq # 7

+++++
Rewards Account:
#####8278
+++++

Visit
caseys.com/survey
Take a Short Survey
and be entered to
Win a \$500 Caseys
Gift Card!

Survey Code:
1861-9988892481-1434

Thank You !!!
Please Come Again.
515-318-7618

Casey's General
Store #3484
1800 Gateway Dr
Carlisle, IA 50047

Date 08/31/2024
Time 11:33

*****7507

Pump	Gallons	Price
88	17.376	\$ 2.889

Product	Amount
87E18	\$ 58.28

Total Sale \$ 58.28

Auth # 085332
Visa Fleet

Seq # 22

Rewards Account:
*****8278

Visit
caseys.com/survey
Take a Short Survey
and be entered to
win a \$500 Caseys
Gift Card!

Survey Code:
3484-9988887651-1133

Thank You !!!
Please Come Again.
515-287-6523

\$256 was under Sup Fuel charge.

September 2024 DES MOINES YARD
Invoice # 092024DESYARD
NXS# 101 - 147178

			Credit Codes				
BU/Job #	Cost Code	Amount	1723.40040	1723.41111	1725.54010	1725.54280	Difference
006777000	11420.015012	\$ 100.00	\$100.00				\$0.00
006777000	11420.015620	\$ 256.00		\$256.00			\$0.00
TOTAL \$ 49,151.00			1723.40040	1723.41111	1725.54010	1725.54280	Difference
			\$46,075.00	\$2,896.00	\$0.00	\$180.00	\$0.00

			1723.40040	1723.41111	1725.54010	1725.54280	Difference
TOTAL	\$ 49,151.00		\$46,075.00	\$2,896.00	\$0.00	\$180.00	\$0.00

Payments not specifying invoice numbers will be applied to your account at our discretion.

Upon Receipt

Invoice Date	08/30/24
Invoice No.	788548
Bill-To Code	RYACOMB
Client Code	RYACOMB
Inv Order No.	111*908001

Amount Remitted:\$

Make checks payable to: Holmes Murphy & Associates LLC

Effective Date	Policy Period	Coverage Description	Transaction Amount
08/14/24	08/14/24 to 08/14/25	Travelers Casualty & Surety of America Policy No. 108102319 *New - B-Perf & Pmt Bond \$16,417,582.00 - City of Bondurant - Bondurant Emergency Services Facility, Bondurant, IA Invoice Number: 788548 Amount Due:	101,347.00 101,347.00
*Premiums Due and Payable on Effective Date			



Delivery Service Invoice
Invoice Date **August 24, 2024**
Invoice Number 000029W250344
Account Number 29W250

Page 7 of 20

Outbound

UPS CampusShip (continued)

Pickup Date	Tracking Number	Service	ZIP Code	Zone	Weight	Billed Charge
08/16	1Z29W2500198756258	Next Day Air Commercial Letter Customer Weight	50309	103	Letter 0.4	16.70
1st ref: 6777000 UserID: Sherry.Shapiro Sender : Sherry Shapiro Minneapolis 533 South Third Street MINNEAPOLIS MN 55415			2nd ref: J Dekraay Receiver: NICK ALDRICH RYAN COMPANIES US INC. 111 EAST GRAND DES MOINES IA 50309-1886			

Report Name :

August Statement

Employee

Employee Name : Tyler Lange

Employee ID : 175618

Report Header

Policy : **Ryan Co- US Expense Policy

Report Id : AC9B3D46469A4C0C97AC

Receipts Received : No

Report Date : 09/13/2024

Approval Status : Approved

Payment Status : Sent for Payment

Currency : US, Dollar

Transaction Date	Expense Type	*Business Purpose	Vendor	City of Purchase	Payment Type	Amount	Business Purpose	From Location	To Location
08/23/2024	Courier/Shipping/Freight		FEDEX278596083396	Collierville	US Bank Visa-IBCP	\$18.51			
	Allocations :	100.00% (\$18.51)	006777000.11420.016010						
08/22/2024	Courier/Shipping/Freight		FEDEX940956758233	Collierville	US Bank Visa-IBCP	\$12.29			
	Allocations :	100.00% (\$12.29)	006777000.11420.016010						



Invoice

Beeline + Blue
2507 Ingersoll Ave
Des Moines, IA 50312
T +1515.244.1611
www.beelineandblue.com

Ryan Companies US
533 S. 3rd St., Suite 100
NXS#116548-1725
Minneapolis MN 55415

Attention: Accounts Payable
Customer: #6480
Phone: 612-492-4000

Invoice No.	INV040827
Pages	1 of 1
P.O. NO	Tyler Lange
Issue Date	06/25/24

Due Date	07/25/24
-----------------	-----------------

Amount Due	\$267.50
-------------------	-----------------

Invoice Summary

City of Bondurant Emergency Services Facility RFQ- 23827000 Digital Planroom Fee

Quote No. Q047264	Job No. J041154-01	Size	Quantity	Amount
Ryan Companies\240603 City of Bondurant Emergency Services Facility RFQ- 23827000		Digital Services	1	\$250.00

PROJECT NAME: City of Bondurant Emergency Services Facility
RFQ- 23827000 Digital Planroom Fee

City of Bondurant Emergency Services Facility RFQ- 23827000 Small Format Download

Quote No. Q047264	Job No. J041154-01	Size	Quantity	Amount
Ryan Companies\240603 City of Bondurant Emergency Services Facility RFQ- 23827000		8.5x11	132	\$0.00

PROJECT NAME: City of Bondurant Emergency Services Facility
RFQ- 23827000 Small Format Download

Subtotal	\$250.00
Tax	\$17.50
Total Price	\$267.50

Ship To: Tyler Lange, Ryan Companies, 111 East Grand Ave., Suite 200, Des Moines, IA 50309, United States

To receive email invoices and statements please send an email with the contact information to ap@beelineandblue.com.
Thank you for your business! Questions or concerns about this invoice? Please call (515) 244-1611 Ext 2224.

PAYMENT TERMS
30 Days from invoice date



Invoice #: 89764
Invoice Date **Due Date**
8/28/2024 9/17/2024
Terms Net 20

Waste Solutions of Iowa
PO Box 938
Des Moines, IA 50304
515-288-0924

Bill To

Ryan Company US, Inc.
533 S. 3rd Street 100
Minneapolis, MN 55415

PO Number	Project
006777000	Ryan Company - 500 Campus Dr

Item	Description	Quantity	Price Each	Amount
Install of SPR-1X	Install of Sanitized Portable Restroom #263324 on 08/27/2024	1	25.00	25.00
Waste in SPR-1X	1x/Week Sewer Sludge Waste Removal 08/27/2024-09/24/2024	1	109.00	109.00
Rental Fee of SPR-1X	Rental Fee of SPR-1X 08/27/2024-09/24/2024	1	5.00	5.00 T
Sales Tax	Sales Tax at 7.00%	1	0.35	0.35
Total				139.35
Payments / Credits				0.00
Balance Due				139.35

N/A

Invoice amount includes all applicable Iowa sales and use tax.

Email: ar@wastesolutionsofiowa.com

Phone: 515-288-0924

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: Ryan Companies US, Inc. 533 South Third Street, Suite 100 Minneapolis, Minnesota 55415	PROJECT: Bondurant ESF - CMR 500 Campus Dr. SE Bondurant, Iowa 50035	APPLICATION NO: 1 PERIOD TO: 09/30/24 CONTRACT FOR: 000714360S CONTRACT DATE: 07/19/24 PROJECT NOS: 006777000	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: Advanced Precast Company, Inc. 2330 COMMERCE CT. SW DYERSVILLE, Iowa 52040	VIA ARCHITECT:		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 45,000.00
2. Net Change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 45,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 13,000.00
5. RETAINAGE:	
a. 5.0% of Completed Work	
(Column D + E on G703)	\$ 650.00
b. 0.0% of Stored Material	
(Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 650.00
6. TOTAL EARNED LESS RETAINAGE	\$ 12,350.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 12,350.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 32,650.00

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

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

CONTRACTOR: Advanced Precast Company, Inc.

By: <u>Heather Stephen</u>	Date: <u>September 24, 2024</u>
State of: _____	County of: _____
Subscribed and sworn to before me this _____	
Notary Public: _____	
My Commission expires: _____	

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED	\$ 12,350.00
<i>(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)</i>	

ARCHITECT:

By: _____	Date: _____
-----------	-------------

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

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 1
APPLICATION DATE: 09/27/24
PERIOD TO: 09/30/24
ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Precast Concrete	45,000.00	0.00	13,000.00	0.00	13,000.00	28.9%	32,000.00	650.00
	GRAND TOTAL	\$45,000.00	\$0.00	\$13,000.00	\$0.00	\$13,000.00	28.9%	\$32,000.00	\$650.00

AIA Document G703[™] -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

AIA[®] Document G702[™] – 1992

Application and Certificate for Payment

TO OWNER: Ryan Companies US, Inc. 533 South Third Street, Suite 100 Minneapolis, Minnesota 55415	PROJECT: Bondurant ESF - CMR 500 Campus Dr. SE Bondurant, Iowa 50035	APPLICATION NO: 1 PERIOD TO: 09/30/24 CONTRACT FOR: 00071754OS CONTRACT DATE: 08/16/24 PROJECT NOS: 006777000	Distribution to: OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: Fire Protection Professionals, LLC 983 E. Hillcrest Ave. Polk City, Iowa 50125	VIA ARCHITECT:		

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$ 99,669.00
2. Net Change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (Line 1+2)	\$ 99,669.00
4. TOTAL COMPLETED AND STORED TO DATE (Column G on G703)	\$ 5,000.00
5. RETAINAGE:	
a. 5.0% of Completed Work	
(Column D + E on G703)	\$ 250.00
b. 0.0% of Stored Material	
(Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 250.00
6. TOTAL EARNED LESS RETAINAGE	\$ 4,750.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$ 0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$ 4,750.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 94,919.00

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

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

CONTRACTOR: Fire Protection Professionals, LLC	
By: <u>Don Farg</u>	Date: <u>September 25, 2024</u>
State of: _____	County of: _____
Subscribed and sworn to before me this _____	
Notary Public: _____	
My Commission expires: _____	

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED	\$ 4,750.00
<i>(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)</i>	

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

AIA[®] Document G703[™] - 1992

Continuation Sheet (page 2)

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: 1

APPLICATION DATE: 09/27/24

PERIOD TO: 09/30/24

ARCHITECT'S PROJECT NO: 006777000

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G / C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
000000001	Fire Protection	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.00
1	Design and Permitting	10,000.00	0.00	5,000.00	0.00	5,000.00	50.0%	5,000.00	250.00
2	Materials	49,283.00	0.00	0.00	0.00	0.00	0.0%	49,283.00	0.00
3	Labor	40,386.00	0.00	0.00	0.00	0.00	0.0%	40,386.00	0.00
	GRAND TOTAL	\$99,669.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	5.0%	\$94,669.00	\$250.00

AIA Document G703[™] -- 1992. Copyright © 1953, 1963, 1965, 1971, 1978, 1983 and 1992 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.



666 Grand Avenue | Suite 2000 | Ruan Center | Des Moines, Iowa 50309
515-242-2400 | 888-282-3515 | brownwinick.com

VIA E-MAIL: AP@ryancompanies.com

August 14, 2024

RYAN COMPANIES US, INC

Invoice No. 416248
Client No. 31565
Matter No. 1

INVOICE SUMMARY

For professional services rendered and expenses through July 31, 2024:

RE: GENERAL

Professional Services	\$ 110.00
Total Expenses	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 110.00
Outstanding Balance	<u>\$ 220.00</u>
TOTAL BALANCE DUE	<u>\$ 330.00</u>

Invoice No. 416248
Client-Matter No. 31565-1

August 14, 2024

PROFESSIONAL SERVICES:

Date	ID	Description	Hours	Amount
7/26/24	BPR	Review email from Nick regarding Bondurant Emergency Services Facility and bid issues; conference with Nick regarding bid issues and potential to rebid the project.	.25	110.00
TOTAL SERVICES			.25	\$ 110.00

TOTAL PROFESSIONAL SERVICES **\$ 110.00**

SUMMARY OF PROFESSIONAL SERVICES:

Name	Rate	Hours	Total
BRIAN P. RICKERT	440.00	.25	110.00
TOTAL FEES		.25	\$ 110.00

TOTAL THIS INVOICE **\$ 110.00**

OUTSTANDING INVOICES:

INVOICE NUMBER	DATE	INVOICE TOTAL	PAYMENTS RECEIVED	ENDING BALANCE
413510	7/10/24	220.00	.00	220.00

Outstanding Balance **\$ 220.00**

Current Invoice Total **\$ 110.00**

TOTAL BALANCE DUE **\$ 330.00**



666 Grand Avenue | Suite 2000 | Ruan Center | Des Moines, Iowa 50309
515-242-2400 | 888-282-3515 | brownwinick.com

August 14, 2024

RYAN COMPANIES US, INC
533 South Third Street
Suite 100
Minneapolis, MN 55415

Invoice No. 416248
Client No. 31565
Matter No. 1

REMITTANCE ADVICE

RE: GENERAL

CURRENT INVOICE TOTAL	\$ 110.00
Outstanding Balance	<u>\$ 220.00</u>
TOTAL BALANCE DUE	<u><u>\$ 330.00</u></u>

Please return this advice with payment to:

BrownWinick Law
ATTN: Accounts Receivable
666 Grand Avenue, Suite 2000
Des Moines, IA 50309

DUE UPON RECEIPT

To pay online visit: www.brownwinick.com/payonline
Please note a 2.95% surcharge will be applied to all credit card payments when processed.

Thank you for the opportunity to serve you.

G732 CN (formerly G702 CMa) APPLICATION and CERTIFICATE for PAYMENT

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

Project: Bondurant ESF - CMR

Application No: 01-07-19-24

Distribution to:

- ☐ OWNER
☒ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

From: Sandstone Management Ltd.
Po Box 547
Carlisle, IA 50047

App. Date: October 11, 2024

Period to: September 30, 2024

Project No: 006777000

Contract Date: August 16, 2024

Contract For: Earthwork & Site Utilities

Construction Manager: Ryan Companies US, Inc.

Architect:

APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM	889,022.00
2. Net Change By Change Orders	47,464.00
3. CONTRACT SUM TO DATE	936,486.00
4. TOTAL COMPLETED AND STORED TO DATE	630,300.00

5. RETAINAGE:

- a. 05% of Completed Work 31,515.00
b. 05% of Stored Material 0.00

TOTAL RETAINAGE

6. TOTAL EARNED LESS RETAINAGE	31,515.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	598,785.00
8. CURRENT PAYMENT DUE	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	598,785.00
	337,701.00

CONTRACTOR: Sandstone Management Ltd

By: Brandon Van Vleet

Date: October 11, 2024

State of: Iowa

County of: Warren

Subscribed and sworn before me this 11th day of October 2024

Brandon Van Vleet personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document. In my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public: My Commission expires 5-3-25

CERTIFICATE FOR PAYMENT

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month	47,464.00	
TOTALS	\$ 47,464.00	\$ 0.00
NET CHANGES by Change Order	\$ 47,464.00	

AMOUNT CERTIFIED

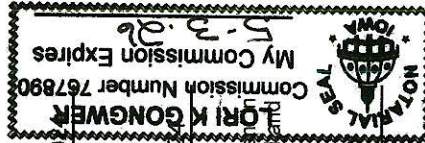
CONSTRUCTION MANAGER:

By: Date:

ARCHITECT:

By: Date:

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



DATE: 10/08/24							
JOB COST BREAK DOWN: #1							
JOB NAME: BONDURANT ESF							
					TOTAL		
WORK PACKAGE	BID AMOUNT	PREVIOUS	CURRENT	MATERIAL	COMPLETED	0%	BALANCE TO
		APPLICATION	APPLICATION	STORED	TO DATE	COMPLETE	COMPLETE
MOBILIZATION (BP #21)	\$15,254.00	\$0.00	\$11,441.00	\$0.00	\$11,441.00	75.00%	\$3,813.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
STRIP & STOCKPILE 6" OF TOPSOIL	\$15,564.00	\$0.00	\$15,564.00	\$0.00	\$15,564.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
REPSREAD 6" OF TOPSOIL	\$26,131.00	\$0.00	\$8,623.00	\$0.00	\$8,623.00	33.00%	\$17,508.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
STOCKPILE EXCESS TOPSOIL ON SITE	\$1,883.00	\$0.00	\$1,883.00	\$0.00	\$1,883.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
MOVE ON SITE CUT/FILLS	\$67,785.00	\$0.00	\$67,785.00	\$0.00	\$67,785.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
OVER-EXCAVATE 2' BELOW FLOOR SLAB	\$3,400.00	\$0.00	\$3,400.00	\$0.00	\$3,400.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
OVER-EXCAVATE 1' BELOW PCC PAVING	\$5,119.00	\$0.00	\$5,119.00	\$0.00	\$5,119.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
STOCKPILE EXCESS CUTS ON SITE	\$7,630.00	\$0.00	\$7,630.00	\$0.00	\$7,630.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
SUBGRADE PREP TOP 12" BELOW FLOOR SLAB	\$6,938.00	\$0.00	\$6,938.00	\$0.00	\$6,938.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
SUBGRADE PREP TOP 12" BELOW PCC PAVING	\$25,924.00	\$0.00	\$12,962.00	\$0.00	\$12,962.00	50.00%	\$12,962.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
SUBGRADE PREP TOP 6" BELOW PCC SIDEWALKS	\$4,507.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$4,507.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL BID DAY "SITE LOGISTICS" TEMP ROCK	\$101,030.00	\$0.00	\$101,030.00	\$0.00	\$101,030.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
REMOVE/DISPOSE OF BID DAY "SITE LOGISTICS" TEMP ROCK (NON STRUCTURAL REGIONS)	\$6,619.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$6,619.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL 6" GRANULAR SUBBASE 4121 BELOW FLOOR SLAB	\$42,462.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$42,462.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL 4" MODIFIED SUBBASE 4123 BELOW HEAVY/MODERATE DUTY PAVING	\$74,172.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$74,172.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
BACKFILL CURBS,WALKS, & ISLANDS	\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$20,000.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
EXCAVATE TRENCH FOOTINGS & STOCKPILE EXCESS SPOILS ON SITE	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,000.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL RIP RAP	\$16,100.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$16,100.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL 6" DRAIN TILE (BIOCELL/RAIN GARDEN)	\$3,395.00	\$0.00	\$3,395.00	\$0.00	\$3,395.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH & INSTALL 12" OF 1" CLEAN AGGREGATE SUBBASE (BIOCELL/RAIN GARDEN)	\$5,665.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$5,665.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH & INSTALL 3" OF PEA GRAVEL CHOKER LAYER (BIOCELL/RAIN GARDEN)	\$1,319.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$1,319.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH & INSTALL GEOTEXTILE FABRIC (BIOCELL/ RAIN GARDEN)	\$975.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$975.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH & INSTALL BIOCELL SOIL MIX (CASCADE EROSION SOLUTIONS)	\$12,265.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$12,265.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00

FURNISH & INSTALL BIOCELL EROSION MATTING (CASCADE EROSION SOLUTIONS)	\$644.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$644.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
EROSION CONTROL (CASCADE EROSION SOLUTIONS)	\$27,500.00	\$0.00	\$2,750.00	\$0.00	\$2,750.00	10.00%	\$24,750.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
MOBILIZATION (BP #24)	\$5,000.00	\$0.00	\$3,750.00	\$0.00	\$3,750.00	75.00%	\$1,250.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL STORM SEWER (MATERIAL)	\$138,340.00	\$0.00	\$138,340.00	\$0.00	\$138,340.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL STORM SEWER (LABOR)	\$57,735.00	\$0.00	\$54,849.00	\$0.00	\$54,849.00	95.00%	\$2,886.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL 4" PAVING SUBDRAINS (MATERIAL)	\$33,058.00	\$0.00	\$33,058.00	\$0.00	\$33,058.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL 4" PAVING SUBDRAINS (LABOR)	\$15,400.00	\$0.00	\$10,164.00	\$0.00	\$10,164.00	66.00%	\$5,236.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL 4" BLDG PERIMETER DRAIN (MATERIAL)	\$8,730.00	\$0.00	\$8,730.00	\$0.00	\$8,730.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL 4" BLDG PERIMETER DRAIN (LABOR)	\$10,460.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,460.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL SANITARY SEWER (MATERIAL)	\$4,252.00	\$0.00	\$4,252.00	\$0.00	\$4,252.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL SANITARY SEWER (LABOR)	\$9,657.00	\$0.00	\$9,174.00	\$0.00	\$9,174.00	95.00%	\$483.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL WATER SERVICE (MATERIAL)	\$47,911.00	\$0.00	\$47,911.00	\$0.00	\$47,911.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
FURNISH/INSTALL WATER SERVICE (LABOR)	\$26,198.00	\$0.00	\$24,888.00	\$0.00	\$24,888.00	95.00%	\$1,310.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
C.O #1 (ADDITIONAL TEMP ACCESS ROCK)	\$37,733.00	\$0.00	\$37,733.00	\$0.00	\$37,733.00	100.00%	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
C.O #2 (ADDITIONAL TEMP ACCESS ROCK)	\$9,731.00	\$0.00	\$8,931.00	\$0.00	\$8,931.00	91.78%	\$800.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	\$0.00
TOTAL CONTRACT & CHANGE ORDERS	\$936,486.00	\$0.00	\$630,300.00	\$0.00	\$630,300.00	67.30%	\$306,186.00



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

Item No. 5.k.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution setting date of public hearing on the plans, specifications, and form of contract for the Civic Campus Phase 2 Improvements Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This resolution is to reset the date for the public hearing on the Civic Campus Phase 2 project. Staff were unable to get the notice of hearing published on time. The new date for the Public hearing will be on November 4th 2024

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-226

CITY OF BONDURANT
RESOLUTION NO. 241021-226

RESOLUTION APPROVING SETTING DATE OF PUBLIC HEARING FOR THE CIVIC
CAMPUS PHASE 2 IMPROVEMENTS PROJECT

WHEREAS, the City Council has ordered construction for the Civic Campus Phase 2 Improvements Project; AND

WHEREAS, bids are due and will be opened October 30th, at 2:00 pm at the Bondurant Community Library 104 Second St. NE Bondurant, Iowa 50035; AND

WHEREAS, a public hearing on the proposed plans, specifications, form of contract, and estimate of cost is rescheduled for November 4th, 2024, at 6:00 p.m. in the Bondurant Community Library at 104 Second Street NE, Bondurant, Iowa 50035; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the setting date for public hearing for the Civic Campus Phase 2 Improvements Project is hereby approved as presented.

Passed this 21st day of October 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				
Sillanpaa				
McKenzie				
Driscoll				



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

Item No. 5.I.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution setting the Public Hearing for Disposal of Real Property back to Farmers Elevator Co.

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: Resolution available on Monday.

FUNDING SOURCE:

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 7.a.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution approving the 28E agreement between the City of Bondurant and the Board of Trustees for the Des Moines Water Works for what will be known as the NE Water Utility Improvements

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: Staff recommends to Council approval of the attached 28E agreement with the Des Moines Water Works Board of Trustees that defines the responsibilities of both the City of Bondurant and the Des Moines Water Works for a joint project that will be known as the NE Water Utility Improvements. This 28E agreement outlines the responsibilities of both entities regarding the joint water supply transmission project that we have been discussing for some time now. This agreement is in addition to the Wholesale Water Service Master agreement that is already in place and will stay in place until that agreement expires on March 31st, 2045.

This agreement also outlines that Bondurant reserves the right to terminate the agreement at any point before that time if it so chooses or leave in effect as an emergency connection to our system until that same date in 2045.

FUNDING SOURCE: Water Utility

STAFF RECOMMENDATION: Staff recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-223
2. Bondurant-DMWW Agreement

CITY OF BONDURANT
RESOLUTION NO. 241021-223

RESOLUTION APPROVING 28E AGREEMENT BETWEEN THE CITY OF
BONDURANT AND THE BOARD OF TRUSTEES OF THE DES MOINES WATER
WORKS FOR THE JOINT PROJECT KNOWN AS THE NE WATER UTILITY
IMPROVEMENTS

WHEREAS, the 28E agreement was submitted on October 11th, 2024; AND

WHEREAS, the agreement defines the responsibilities of both the CITY OF
BONDURANT and the DES MOINES WATER WORKS; AND

WHEREAS City Staff has reviewed the agreement and found it to be acceptable; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that the 28E agreement with DES MOINES WATER WORKS is hereby approved.

Passed this 21st day of October 2024,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

**CHAPTER 28E AGREEMENT BY AND BETWEEN
THE CITY OF BONDURANT, IOWA
AND THE BOARD OF WATER WORKS TRUSTEES OF THE
CITY OF DES MOINES, IOWA**

CHAPTER 28E AGREEMENT (hereinafter “this Agreement”) made and entered into by and among the CITY OF BONDURANT, IOWA (“Bondurant”), and the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA (“DMWW”) (each a “party” and collectively “the parties”) as of the dates set forth below.

PREAMBLE

WHEREAS, DMWW and Bondurant, have previously entered into a Water Service Agreement dated April 3, 2000 (“Service Agreement”), which provides the terms on which Bondurant will purchase water from DMWW.

WHEREAS, DMWW and Bondurant have previously entered into an August 17, 2020, Water Wheeling Agreement (“Wheeling Agreement”), which provides the terms on which DMWW may wheel water through Bondurant’s distribution water mains to serve DMWW customers.

WHEREAS, Bondurant and DMWW have previously entered into a Wholesale Water Service Master Agreement dated June 10, 2005, with related Adoption Annex executed effective July 26, 2005 (the “2005 Wholesale Master Agreement”) with an initial Adoption Annex for Bondurant dated August 1, 2005, allocating 0.5 MGD in purchased capacity and then Supplement Number 1 to Adoption Annex for Bondurant dated February 25, 2014 allocating an additional 0.7 MGD in purchased capacity.

WHEREAS, DMWW and Bondurant share capacity and expense in the existing 12-inch water main and pumping station that supply both Bondurant’s system and DMWW’s northern rural system.

WHEREAS, the existing pump station has reached the end of its useful life, and the existing 12-inch water main serving Bondurant and DMWW customers no longer has sufficient capacity to meet the collective needs of Bondurant and DMWW.

WHEREAS, DMWW and Bondurant desire to enter into an agreement pursuant to Chapter 28E, Iowa Code, to cause, and to undertake, water utility facility improvements that require the design and construction of both a new pumping station and related transmission water main segments, the demolition of the existing pumping station, and the integration of the new facilities with the existing 12-inch water main to add capacity to the respective DMWW and Bondurant service areas; and

NOW THEREFORE, in consideration of the mutual undertakings hereby provided, Bondurant and DMWW do hereby agree as follows:

Part I - Joint Exercise of Powers Under Iowa Code Chapter 28E

1. Purpose: Pursuant to Iowa Code Chapter 28E, the parties agree that the purposes of this Agreement are to provide for:
 - a. The joint design, construction, and financing by DMWW and Bondurant of certain water utility facilities to be located as illustrated in Exhibit A and as described in Part I, § 2 (hereinafter referred to collectively as the “NE Water Utility Improvements”);
 - b. The ongoing ownership, operation, use and maintenance of both the NE Water Utility Improvements and existing water utility facilities associated with this collaborative effort; and
 - c. Joint exercise of the parties’ respective powers as required for construction, ownership and use of the NE Water Utility Improvements and related matters.
2. Scope of Infrastructure: The NE Water Utility Improvements shall consist of design and construction of new facilities, and then the demolition and integrated usage of existing facilities. The water utility facilities included in the definition of “NE Water Utility Improvements” are identified in Exhibit A, and described below:
 - a. Pump Station (“P1”): P1 will be a new pumping station to be located at a designer-determined location along the route of the existing 12-inch water main. The existing 12-inch water main extends from a 16-inch feeder main near the intersection of Hubbell Ave and East Broadway Ave in Des Moines, Iowa to a wholesale water meter pit (Meter Pit 1) located at the intersection of Hubbell Road SW also known as Highway 65, and NE 62nd Ave in Bondurant, Iowa. The initial engineer’s estimate for construction of P1 is \$3,530,000 (“Pump Station Estimate”).
 - b. Pump Station (“P2”): P2 is the existing pumping station located at the northwest quadrant of the intersection of Interstate 80, and 34th Ave NW also known as NE 56th Street in Altoona, Iowa.
 - c. Suction-Side Water Main (“S1”): S1 will be a new 12-inch water main that extends from the 16-inch feeder main near the intersection of Hubbell Ave and East Broadway Ave in Des Moines, Iowa to the inlet side of P1.
 - d. Suction-Side Water Main (“S2”): S2 will be new 12-inch water main that extends from intersection of NE Aurora Ave and NE 48th St to a dead-end 12-inch water main located at E 50th St in Des Moines, Iowa. The initial engineer’s estimate for S2 is \$200,000 (“S2 Estimate”).
 - e. Suction-Side Water Main (“S3”): S3 will be the existing 12-inch water main that extends from the 16-inch feeder main near the intersection of Hubbell Ave and East Broadway Ave in Des Moines, Iowa to the inlet side of P1.

- f. Discharge-Side Water Main (“D1”): D1 will be a new 12-inch water main that extends from the outlet side of P1 to the inlet of M1. The initial engineer’s estimate for D1 and the Suction-Side Water Main S1 is \$3,500,000 (“Transmission Estimate”).
 - g. Discharge-Side Water Main (“D2”): D2 is the existing 12-inch water main that will extend from outlet side of P1 to the inlet of M1.
 - h. Meter Pit 1 (“M1”): M1 is an existing wholesale water meter pit located in the southwest quadrant of the intersection of Hubbell Road SW also known as Highway 65, and NE 62nd Ave in Bondurant, Iowa.
 - i. Meter Pit 2 (“M2”): M2 is an existing wholesale water meter pit located in the southeast quadrant of the intersection of NE 64th St also known as Franklin St SW, and NE 78th Ave also known as 2nd St NW in Bondurant, Iowa.
 - j. Meter Pit 3 (“M3”): M3 is an existing wholesale water meter pit located in the northwest quadrant of the intersection of 15th St SE also known as NE 70th Avenue, and NE 80th also known as Pleasant St SE in Bondurant, Iowa.
 - k. Meter Pit 4 (“M4”): M4 is an existing wholesale water meter pit used to track water DMWW wheels through Bondurant located approximately at 1220 NE Morgan Dr in Bondurant, Iowa.
3. Capacity: The parties agree that during the term of this Agreement, Bondurant will have access to the full capacity of one of the pumps in P1 and the full capacity of D1. DMWW and Bondurant agree that this Agreement is independent of the 2005 Wholesale Master Agreement, and any subsequent amendments, including Supplement Number 1 to the Adoption Annex. Nothing in this Agreement guarantees or represents that the full capacity of one pump in P1 and D1 equals the total capacity that Bondurant may be entitled to under the 2005 Wholesale Master Agreement, and any subsequent amendments including Supplement Number 1 to the Adoption Annex.
 4. Facilities Ownership: The NE Water Utility Improvements shall be owned as set forth below, and as further provided in Part III:
 - a. P1 will be owned by DMWW. During the term of this Agreement, Bondurant shall have the full use of one pump in P1 as further specified in Part III.
 - b. P2 is owned by DMWW but will be demolished after P1 is operational.
 - c. S1, S2, and S3 will be owned by DMWW.
 - d. D1 and D2 will be owned by DMWW. During the term of this Agreement, Bondurant shall have full use of the capacity of D1 solely in Bondurant’s discretion.

- e. Bondurant will continue to own M1, M2, and M3. Bondurant will continue to operate M1, M2, and M3 to meter water to Bondurant. Bondurant will physically disconnect M2 and M3 from the water mains as further specified in Part VI.
 - f. DMWW will physically disconnect M4 from the water main as further specified in Part VI. DMWW will continue to own M4.
- 5. Facilities' Cost: The costs of the NE Water Utility Improvements shall be paid as provided in Parts IV and V. Bondurant shall construct at its own, sole cost and expense any other improvements to its system to facilitate the efficient use and implementation of the NE Water Utility Improvements described in this Agreement.
 - 6. 28E Finding: The parties agree that the NE Water Utility Improvements reflect appropriate regional planning and agree in conformity with Iowa Code § 28E.18 that there are no suitable facilities available for rent or sharing in lieu of the NE Water Utility Improvements.
 - 7. Effective Date: Pursuant to Iowa Code § 28E.5, the parties agree that this Agreement shall be effective upon its approval and execution by all parties and its filing with the Iowa Secretary of State (the "Effective Date").
 - 8. Designated Administrator: The parties agree that the CEO and General Manager of DMWW (hereinafter "the DMWW General Manager") shall be designated as the sole administrator of this Agreement for purposes of the design and construction of the NE Water Utility Improvements, as provided by Iowa Code § 28E.6. Each party shall otherwise separately administer its own activities.
 - 9. No Entity: No separate entity is created by this Agreement.
 - 10. Individual Ownership and Responsibility: Except as otherwise explicitly provided in this Agreement, each party shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage its own activities and the activities of its respective employees and agents hereunder. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of its respective employees and agents hereunder, and each party waives subrogation against the other for all claims, suits, damages, and demands which are covered by any insurance, including but not limited to property, casualty and workers' compensation insurance.
 - 11. Master Agreement and Other Existing Agreements: The parties acknowledge that they are party to the Wheeling Agreement, 2005 Wholesale Master Agreement, and Supplement Number 1 to the Adoption Annex. These and all other agreements shall remain in effect, except as provided by this Agreement. This Agreement is entered into for the purpose of facilitating the transfer of water identified in the 2005 Wholesale Master Agreement and Supplement Number 1 to the Adoption Annex to Bondurant and permitting DMWW to

supply water to customers beyond Bondurant. Nothing in this Agreement modifies prior agreements between Bondurant and DMWW. If there is a conflict between this Agreement and any other agreement, this Agreement prevails only as to terms that are expressly set forth in this Agreement.

Part II - Responsibilities

1. **DMWW Responsibilities:** DMWW shall have the following responsibilities for design and construction of the following NE Water Utility Improvements:
 - a. DMWW shall be responsible for the design of the P1 and S2 components of the NE Water Utility Improvements in conformance with DMWW's current standard specifications. S2 will be interconnected with S1 and S3.
 - b. DMWW shall obtain all required rights to real estate and other things required for the proper construction of such projects.
 - c. The design may provide for such number of separate contracts consistent with Iowa law as DMWW shall determine in its sole discretion shall best provide for the efficient construction of the P1 and S2 components of the NE Water Utility Improvements and shall include detailed plans and specifications and an engineer's cost estimate for each project included within the P1 and S2 components of the NE Water Utility Improvements. Such plans and specifications may provide for DMWW to procure and supply materials or equipment to the contractor.
 - d. If the total of the engineer's cost estimates for P1 and S2 of the NE Water Utility Improvements is expected to exceed the Pump Station Estimate and S2 Estimate by 20% then DMWW shall consult with Bondurant regarding costs before advertising for bids and letting contracts. The Pump Station Estimate and S2 Estimate will automatically adjust on a project-by-project basis by any increase in the Engineering News Record Construction Cost Index (ENR CCI) after June 2023, and any such adjustment will not trigger consultation required by this section.
 - e. The P1 design shall equip the pump station with three (3) 1.5 million gallon per day pumps.
 - f. The P1 design shall equip the pump station with an emergency generator.
 - g. The P1 design shall equip the station with independent chemical storage tanks, redundant chemical feed equipment, and instrumentation to measure the amount of chemical used by each respective party.
 - h. The P1 design shall direct flows to Bondurant into the Discharge Water Main D1 segment with appropriate flow and volumetric metering.
 - i. The P1 design shall direct flows to DMWW into the Discharge Water Main D2

segment with appropriate flow and volumetric metering.

- j. The P1 design shall include appropriate control and telemetry systems and equipment, both on and off the P1 site, to allow proper data sharing with DMWW and Bondurant.
 - k. DMWW will provide Bondurant design review opportunities at 60%, 90% and 100% stages of design.
2. Bondurant Responsibilities: Bondurant shall have the following responsibilities for design and construction of the following NE Water Utility Improvements:
- a. Bondurant shall be responsible for the design of the S1 and D1 components of the NE Water Utility Improvements.
 - b. Water main segments S1 and D1 shall be designed to meet design standards of DMWW.
 - c. Segments S1, S2, and S3 shall be interconnected with each other within the water distribution system of DMWW.
 - d. D1 and D2 main segments shall be designed to allow interconnection at both the P1 location and at the M1 location. Under normal operations, D1 will serve Bondurant and D2 will serve DMWW. The designed interconnection will serve as an emergency connection for either Bondurant or DMWW when operational constraints require it.
 - e. Bondurant shall obtain all required rights to real estate and other things required for the proper construction of such projects.
 - f. Bondurant's design may provide for such number of separate contracts as permitted by Iowa law and as Bondurant shall determine in its sole discretion shall best provide for the efficient construction of the S1 and D1 components of the NE Water Utility Improvements in a manner consistent with Iowa law.
 - g. Bondurant shall include detailed plans and specifications, and an engineer's cost estimate for each of the S1 and D1 components that are part of the NE Water Utility Improvements. The plans and specifications may provide for Bondurant to procure and supply materials or equipment to the contractor.
 - h. If, at any time, the total of the engineer's cost estimates for all of the S1 and D1 components of the NE Water Utility Improvements is expected to exceed the Transmission Estimate by 20% then Bondurant shall consult with DMWW regarding costs before advertising for bids and letting contracts. The Transmission Estimate will automatically adjust on a project-by-project basis by any increase in the Engineering News Record Construction Cost Index (ENR CCI) after June 2023,

and any such adjustment will not trigger consultation required by this section.

- i. Bondurant shall provide DMWW design review opportunities at 60%, 90%, and 100% stages of design.
 - j. During the term of this Agreement, Bondurant will share with DMWW water tower data from Bondurant's water towers.
3. Contract Administration: The contracts for construction will be administered according to the following:
- a. DMWW and Bondurant shall contract, in their respective sole names, for the construction of their respective components of the NE Water Utility Improvements as provided by law for public improvements, including a public bidding process in accordance with Iowa law. DMWW and Bondurant agree to notify one another of the bid opening dates for all work for which DMWW and Bondurant will take bids in connection with the NE Water Utility Improvements.
 - b. DMWW and Bondurant may each designate a representative to attend such bid openings.
 - c. If costs set forth in the bids exceed the Pump Station Estimate, the S2 Estimate, or the Transmission Estimate, as adjusted by the ENR CCI, by more than twenty percent (20%), DMWW and Bondurant shall give notice to one another of such fact, and DMWW and Bondurant shall not proceed to award a contract at the bid price without the approval of the other party. The parties will confer in good faith regarding whether to recommend awarding the contracts to their respective governing authority. Failure by either Bondurant or DMWW to respond to the other's notice under this section within five (5) business days of the date of the notice shall be construed as approval to proceed to award the contracts.
 - d. DMWW and Bondurant shall be solely responsible for execution of the underlying contracts, and for contract administration, supervision and inspection of each of their respective components of the NE Water Utility Improvements. However, DMWW and Bondurant agree to coordinate all work to avoid conflicts between contractors.
 - e. If cumulative requests by contractor(s) for change orders exceed the contract price by an amount in excess of ten percent (10%) of the original awarded bid, DMWW and Bondurant shall notify one another of such requests, and neither party shall proceed to issue change orders for any amount in excess of 10% of the original awarded bid unless both DMWW and Bondurant give approval to such change orders. The parties will confer in good faith regarding whether to recommend approving the change orders to their respective governing authority. Failure by either Bondurant or DMWW to respond to the other's notice of the change order request within five (5) business days of the date of notice shall be construed as

approval to issue the change order.

- f. DMWW and Bondurant shall not be responsible to each other for not meeting project completion deadlines because of delays caused by obtaining the other parties' approval of contract price and change order costs in excess of engineer's estimates.
 - g. Upon request by DMWW's or Bondurant's contractor(s) for final acceptance of the NE Water Utility Improvements and for final payment, DMWW and Bondurant agree to forward the contractor's request for final acceptance and for final payment, together with all supporting detail, to each other.
 - h. During construction of the NE Water Utility Improvements, DMWW and Bondurant have the right to inspect the progress and quality of construction. The right to inspect is subject to reasonable limitations on time and duration, and must be coordinated with the contractor so as to not unreasonably disrupt work.
 - i. DMWW and Bondurant agree they will not accept any improvements as complete, or authorize final payment of any contractor, without affording qualified personnel designated by the other party the opportunity to inspect, comment, and offer suggestions regarding the punch list of items for completion. If one party objects to the acceptance of such improvements or to final payment to the contractor, they shall notify the other of its specific objections in writing not more than fifteen (15) business days after receipt of the final payment request. If the objections cannot be resolved within 30 business days thereafter, either party may submit the matter to binding arbitration as provided in Part VIII, Section 5.
4. Project Implementation: The parties agree to the following deadline for construction:
- j. P1 will be completed by May 31, 2027.
 - k. S1 and D1 will be completed by November 30, 2025.
 - l. S2 will be completed by May 31, 2026.

DMWW and Bondurant shall not be responsible to each other for failure to meet the construction schedule of this Agreement for reasons beyond either party's control, including but not limited to lack of funding by either Bondurant or DMWW, or unforeseeable construction delays.

5. Water Use During Design and Construction: Under the Service Agreement, Bondurant has access to 483 gallons per minute ("483 GPM") which is approximately 0.7 million gallons per day ("0.7 MGD"). Notwithstanding the Service Agreement, while the NE Water Utility Improvements are under design and construction, Bondurant agrees that it will limit water consumption to no more than 1,000,000 gallons per day ("1 MGD"). This limit will not apply after the NE Water Utility Improvements are operational. After the NE Water Utility

Improvements are operational, Bondurant's total consumption will be limited to 1,200,000 gallons per day ("1.2 MGD"). All water capacity allocations to Bondurant are subject to the availability of sufficient water in DMWW's system as provided by the 2005 Wholesale Master Agreement and the 2014 Supplement Number 1 to Adoption Annex.

Part III – Ownership and Use of NE Water Utility Improvements

1. **DMWW Ownership:** DMWW shall have and shall maintain ownership of the following elements of the NE Water Utility Improvements: Pump Station P1; Suction-Side Water Main S1; Suction-Side Water Main S2; Suction-Side Water Main S3; Discharge-Side Water Main D1; Discharge-Side Water Main D2. DMWW shall have sole responsibility for maintenance, repair, improvements, and the costs thereof to operate the facilities which it owns during the period of its ownership, except as provided in this Agreement. Bondurant agrees to execute any documents necessary to convey or confirm ownership of the improvements identified in this section to DMWW, including, but not limited to bills of sale and real estate easements.
2. **Use of Facilities:** During the term of this Agreement, Bondurant and DMWW shall have shared use of the NE Water Utility Improvements as follows:
 - a. DMWW will use S1, S2, and S3 to supply water to P1. DMWW will use reasonable efforts to ensure that P1 has adequate supply from S1, S2, and S3 to fully supply D1 and D2. If supply from S1, S2, and S3 is inadequate to supply both D1 and D2, DMWW and Bondurant shall share available capacity evenly.
 - b. Bondurant will have an unqualified right to use one of the pumps (the "Bondurant Pump") in P1 to directly supply water to Bondurant via D1. DMWW will have an unqualified right to one of the pumps (the "DMWW Pump") in P1 connected to directly supply water to DMWW via D2. If either DMWW or Bondurant pumps fail or need to be taken out of service, then the third pump shall be available to the party that has the pump that is not operational ("Reserve Pump"). If both the DMWW Pump and Bondurant Pump are inoperable then the parties will agree to negotiate in good faith over use of the Reserve Pump.
 - c. Bondurant shall be entitled to use the full capacity of D1, subject only to the availability of water in DMWW's system to supply Bondurant.
 - d. DMWW shall be entitled to the full capacity of D2, subject only to the availability of water in DMWW's system to supply DMWW.

After termination of this Agreement, DMWW will be entitled to use, in DMWW's sole discretion, improvements P1, D1, D2, S1, S2, and S3, including the Bondurant Pump. If DMWW deems it necessary, Bondurant will execute any documentation required by DMWW to demonstrate DMWW's ownership and control of P1, D1, D2, S1, S2, and S3.

2. **Documentation:** The rights of ownership and use as provided in this Part III shall be

documented by this Agreement.

Part IV – Participation and Cost Reimbursement

1. Construction Cost Share and Cost Reimbursements: Bondurant and DMWW agree to share the “Actual Construction Cost” of D1, S1, S2, and P1 of the NE Water Utility Improvements constructed under this Agreement as follows:
 - a. For components P1 and S2, Bondurant and DMWW shall equally share the Actual Construction Cost such that Bondurant and DMWW each pay 50% of the Actual Construction Cost.
 - b. For components S1 and D1, Bondurant shall be responsible for 57% of the Actual Construction Cost, and DMWW shall be responsible for 43% of the Actual Construction Cost.

The term “Actual Construction Cost” includes the sum of contractor progress payments, final contractor payments and “Direct Construction Costs” incurred by both DMWW and Bondurant. Direct Construction Costs include the cost of material, equipment, consultant fees, design, materials, equipment, and fully loaded labor costs.

2. Actual Construction Cost Governs: The preliminary engineer’s construction estimates for Transmission Estimate, S2 Estimate, and Pump Station Estimate of \$7,230,000 is an estimate only and is not guaranteed by DMWW or Bondurant. The Actual Construction Cost incurred as provided herein shall govern the required payments to DMWW and Bondurant, rather than any existing or subsequent engineering estimate.
3. Documentation: DMWW and Bondurant will respectively forward to one another documentation evidencing the contract award amount, contractor progress reports, consultant fees, and Direct Construction Costs at the completion of construction.
4. Invoices: DMWW shall invoice to Bondurant, and Bondurant shall pay Bondurant’s respective portion of the Actual Construction Cost as provided in this Agreement after each governing body of Bondurant and DMWW accepts construction of the NE Water Utility Improvements as complete.
5. Future Capital Cost-Share: During the term of this Agreement, DMWW and Bondurant shall be responsible for all capital costs related to their respective pumps, chemical storage, chemical feed, and instrumentation equipment. During the term of this Agreement, all other capital costs related to the site and the building shall be split evenly, such that DMWW and Bondurant each pay 50% of “Future Capital Costs.” Future Capital Costs include building structural elements such as fixtures, doors, windows, roof, HVAC, emergency generator, driveway, fencing, and other similar elements. After termination of this Agreement as provided in Part VII § 1 , Bondurant will no longer be responsible for any Future Capital Costs for P1.

6. Operation and Maintenance Costs: During the term of this Agreement, DMWW shall have sole responsibility for operation, maintenance, repair, improvements, and the costs thereof to operate Suction-Side Water Main S1; Suction-Side Water Main S2; Suction-Side Water Main S3; Discharge-Side Water Main D1; and Discharge-Side Water Main D2. DMWW and Bondurant agree to share expenses for P1 as specified below:
- a. Each party will pay 100% of its “Direct Expenses.” Direct Expenses are chemical and chemical handling expenses incurred through operation of the DMWW Pump and Bondurant Pump. Direct Expenses also include maintenance expenses on pumping equipment, chemical storage and feed equipment, instrumentation, and control equipment. Direct Expenses incurred for operation of the Reserve Pump will be paid by DMWW unless Bondurant uses the Reserve Pump, in which case Bondurant will pay the Direct Expenses for the Reserve Pump. If DMWW and Bondurant both require use of the Reserve Pump, the parties will negotiate in good faith to split the Direct Expenses.
 - b. “Utility Expenses” are water, gas, and electricity charges. Bondurant shall be responsible for 15% of all monthly Utility Expenses unless Bondurant’s flow-proportionate calculation is greater than 15%. The flow-proportionate calculation is the monthly volume of water pumped by the Bondurant Pump divided by the total monthly volume of water pumped by all pumps in P1. If Bondurant’s flow-proportionate calculation is greater than 15%, then Bondurant shall pay the flow-proportionate percentage of Utility Expenses.
 - c. “Baseline Expenses” include everything that is not a Direct Expense or Utility Expense. Baseline Expenses include, but are not limited to, expenses related to the upkeep and maintenance of the building, emergency generator, snow removal, and lawn maintenance. During the term of this Agreement, DMWW and Bondurant will share equally Baseline Expenses, and each party will pay half of the Baseline Expenses.
7. Payment of Operation and Maintenance Expenses: DMWW shall pay all of the Baseline Expenses, Direct Expenses, and Utility Expenses. DMWW shall invoice Bondurant quarterly for Bondurant’s share of the Baseline Expenses, Direct Expenses, and Utility Expenses, and Bondurant shall pay DMWW the amount of the invoice within 30 days of the date of the invoice.

Part V – Financing

- 1. Funding Sources: Funding shall come from the parties’ regular sources of revenue and financing as required for each party to meet its obligations under this Agreement.
- 2. Separate Responsibility: Except as otherwise provided herein, each party shall be solely responsible for funding its own operations.

Part VI - Conveyance of Ownership

1. Transfer of Assets: After completion and final acceptance of the NE Water Utility Improvements, and payment in full of the construction costs by Bondurant and DMWW, DMWW and Bondurant will execute and deliver to each other any additional instruments of conveyance of ownership that each party may require, in a form satisfactory to Bondurant and DMWW, for the assets to be owned by DMWW as set forth in Part III.
2. Meter Pit M1: Bondurant will continue to own Meter Pit M1. M1 shall remain as an emergency connection for Bondurant even after termination of this Agreement.
3. Meter Pits M2 and M3: Bondurant agrees to physically disconnect at water main and abandon its connection to DMWW water main at the M2 and M3 location no later than June 1, 2026.
4. Meter Pit M4: DMWW will physically disconnect at water main and abandon the connection at M4 prior to the commissioning of Bondurant's new water treatment plant, but no later than June 1, 2028.

Part VII –Term and Termination of Agreement

1. Termination: This Agreement shall commence on the Effective Date and shall automatically terminate on the earliest date of any of the following: (i) thirty (30) days after Bondurant gives notice to DMWW of its intent to terminate this Agreement; or (ii) March 31, 2045, the termination date of the Wholesale Water Service Master Agreement.
2. Continuing Effect: Notwithstanding termination of this Agreement under Part VII, § 1, the requirements that Bondurant provide DMWW with evidence of ownership of the NE Water Utility Improvements specified in this Agreement will continue to bind Bondurant after termination.
3. Termination of Wheeling Agreement: The Wheeling Agreement will terminate between DMWW and Bondurant when DMWW has removed Meter Pit 4 if the removal occurs prior to June 1, 2028. If DMWW has not removed Meter Pit 4 according to this Agreement by June 1, 2028, the Wheeling Agreement will still terminate on June 1, 2028.
4. Termination: If any party determines that another has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have 30 days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon pursue its remedies as provided in this Agreement. In the event of default by any party in the performance of any material provision of this Agreement, the aggrieved party may, at its option, after declaring default and giving notice thereof, terminate this Agreement or seek specific performance of its

provisions. A party seeking termination of this Agreement due to a default in performance by another party shall also be entitled to seek damages for such default.

Part VIII- General Provisions

1. Liability; Indemnification: Each of the parties agree to indemnify the other as provided in this section. Each party ("Indemnifying Party"), to the fullest extent permitted by law, hereby agrees to indemnify, defend, pay on behalf of, and hold harmless the other parties, and its elected officials, its appointed officials, agents, employees and volunteers, and others working on behalf of such party ("Indemnities"), against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith including, but not limited to, attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the Indemnities by reason of any injury or loss arising out of any wrongful act or omission of the Indemnifying Party, including, but not limited to, bodily injury or death, property damage, including loss of use thereof, and economic damages that arise out of or are in any way connected to this Agreement. No party shall have any right of indemnity for damages or claims proximately caused by its own negligent or intentionally wrongful acts. Each party's agreements and obligations as set forth in this section are applicable for the duration of and following expiration or termination of this Agreement, regardless of the manner of termination, and notwithstanding other provisions of this Agreement.
2. Insurance: Each party shall procure and maintain its own insurance. DMWW and Bondurant shall require all contractors and subcontractors to have and maintain bonds and insurance as set forth in applicable contract documents.
3. Notices and Invoices: All notices, invoices and reimbursement requests which the parties are authorized or required to give one another pursuant to this Agreement shall be in writing and may be personally delivered or sent by ordinary mail to the addresses hereafter provided. Mailed notices and invoices shall be deemed to be received by the party to whom directed when they are postmarked. Such notices and invoices shall be delivered or mailed to the following persons at the addresses listed:

Notices to Bondurant:

City Administrator and Public Works Director
City Of Bondurant
200 Second Street NE PO BOX 37
Bondurant, IA 50035

Notices to DMWW:

General Manager and Chief Executive Officer
Des Moines Water Works
2201 George Flag Parkway
Des Moines, IA 50321-1190

4. Interpretation: If any section, provision or article of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or article thereof not found to be invalid or unconstitutional.
5. Dispute Resolution: The parties agree that any disputes arising between them with regard to this Agreement, shall be submitted to binding arbitration as provided below:
 - a. A request for arbitration must be in the form of a written notice requesting arbitration. Such notice shall identify each disputed matter to be submitted to arbitration. In the absence of agreement by the parties to the contrary, the question or questions to be arbitrated shall be those specified in the notice requesting arbitration.
 - b. If the parties agree, there may be one arbitrator. If they fail to agree on a single arbitrator, there shall be three arbitrators, one named in writing by the party requesting arbitration, one named in writing by the other party, and the third chosen by the first two arbitrators so chosen.
 - c. The party requesting arbitration shall choose an arbitrator within ten business days following its demand. Its failure to do so shall be deemed a waiver of its request for arbitration. The other party shall name its arbitrator within ten business days following the receipt of notice of the naming of the requesting party's arbitrator. The two arbitrators first chosen shall name the third arbitrator within ten business days following the selection of the second arbitrator. Should the two arbitrators first chosen fail to appoint a third arbitrator, application shall be made to the Chief Judge of the Iowa District Court having jurisdiction over Polk County by the party requesting arbitration to name such arbitrator. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing by the arbitrators, the arbitrators are empowered to proceed ex parte.
 - d. No one shall be qualified to act as an arbitrator if service in such role would create a conflict of interest. Each arbitrator selected shall be qualified by experience and knowledge of the matter to be submitted to arbitration.
 - e. If there is one arbitrator, the decision shall be binding; if there are three arbitrators, the decision of any two shall be binding. The decision may be set aside or modified only as provided by law. Such decision shall be a condition precedent to any right of legal action.
 - f. The costs of arbitration shall be paid by the party requesting arbitration if it does not prevail in said arbitration proceedings. If the party requesting arbitration prevails in the arbitration proceedings, the cost of arbitration shall be shared equally by the parties.

- g. The decision of the arbitrators shall be in writing, and it shall not be open to objection on account of the form of the proceeding or the award.
6. Entire Agreement: This Agreement represents the entire agreement between the parties related to the NE Water Utility Improvements and the ownership of the NE Water Utility Improvements. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly approved and executed amendment to this Agreement.
7. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa. Venue for any dispute related to this Agreement will be the state or federal court having jurisdiction over Polk County, Iowa.
8. Partnership Disclaimer: It is mutually understood that nothing in this Agreement is intended or shall be construed as in any way creating or establishing a partnership between the parties hereto, or as constituting either party as an agent or representative of the other for any purpose or in any manner, other than as specified herein.
9. Counterparts: This Agreement may be executed in multiple counterparts, each of which so executed shall be deemed to be an original.
10. No Assignment: Neither of the parties shall assign this Agreement without the consent of the other parties, which consent shall not be unreasonably withheld.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in counterparts, each of which shall be considered an original.

[Signatures on separate pages]

CITY OF BONDURANT, IOWA

By:_____

Attest:_____

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2024 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, and, who, being by me duly sworn, did say that they are _____ and _____, respectively of the CITY OF BONDURANT, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the City, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. ____ of the City Council on the day of _____, 2024, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City by it voluntarily executed.

Notary Public in and for the State of Iowa

BOARD OF WATER WORKS TRUSTEES
OF THE CITY OF DES MOINES, IOWA

By: _____
Andrea Boulton, Board Chairperson

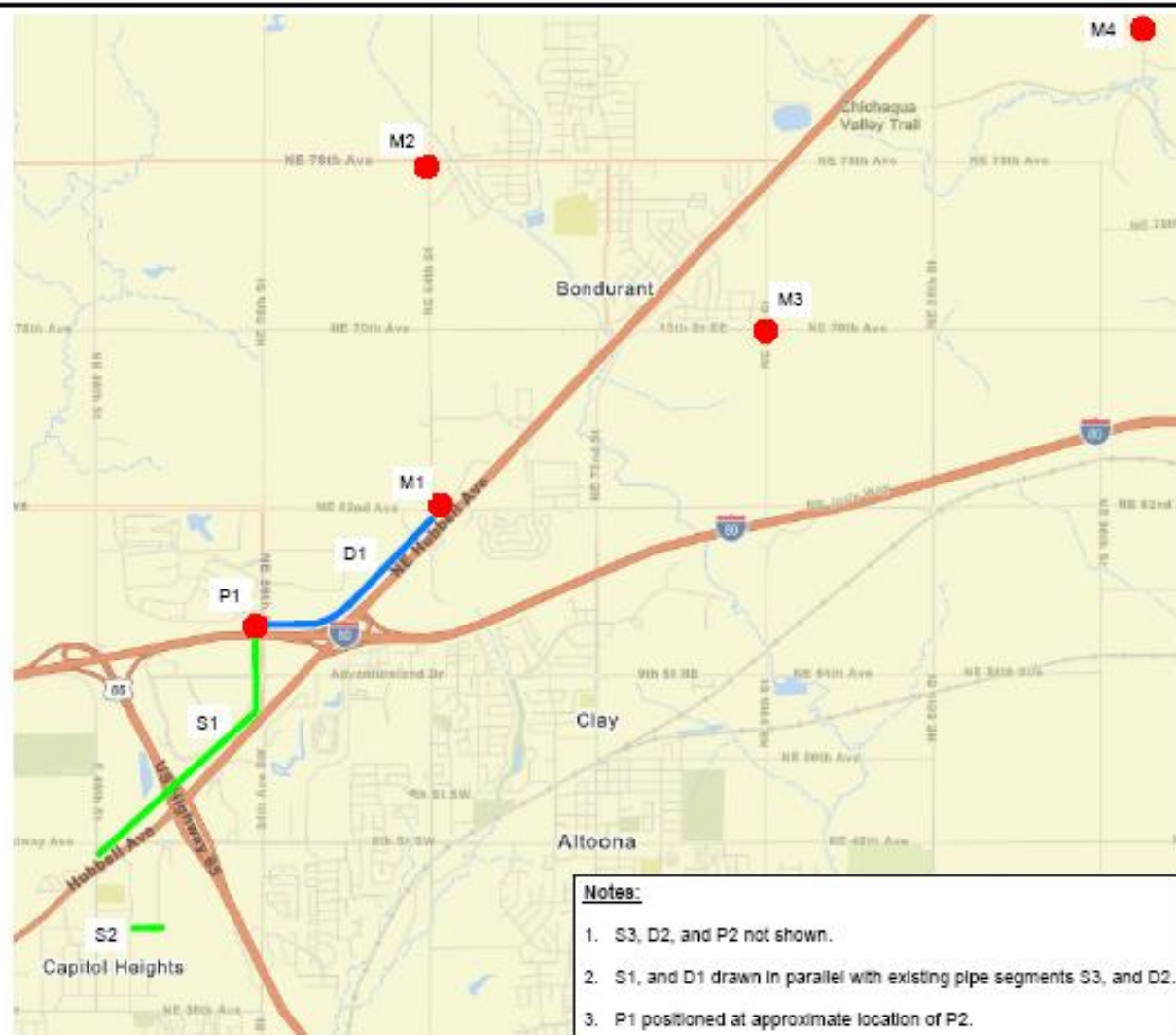
Attest: _____
Ted Corrigan, General Manager and CEO

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Andrea Boulton and Ted Corrigan, to me personally known, and, who being by me duly sworn, did say that they are the Board Chairperson and the Chief Executive Officer and General Manager of the BOARD OF WATER WORKS TRUSTEES OF THE CITY OF DES MOINES, IOWA, that no seal has been procured by the entity; that the instrument was signed on behalf of the entity by authority of its Board as contained in the resolution adopted by the Board on the ____ day of _____, 2024, and that Andrea Boulton and Ted Corrigan acknowledged the execution of the instrument to be the voluntary act and deed of the BOARD OF Water Works TRUSTEES OF THE CITY OF DES MOINES, IOWA, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Exhibit A



Des Moines
Water Works
Water You Can Trust for Life

Exhibit A



NOT TO SCALE



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

Item No. 7.b.
For Meeting of 10/21/2024
Resolution

TITLE: - Resolution approving action to order construction and setting a date for bid letting and public hearing for Bondurant City Park Phase 2

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This resolution is for the Council to order construction for the Bondurant City Park Phase 2 and set the date for bidding and public hearing. City Staff and the design team from RDG and their partner consultants have been working on the design and plans for Phase 2, which is to include the Splash Pad and associated underground infrastructure for the Ice Ribbon. This also includes the control buildings for each.

Substantial completion for Phase 2 is scheduled for May 14th, 2025, which will allow for the splash area to be on the original timeline set forth when the City Park Reconstruction first began.

The attached resolution is to begin the process of taking bids for the Bondurant City Park Phase 2 Project.

FUNDING SOURCE: Bond Funds

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241021-224

CITY OF BONDURANT
RESOLUTION NO. 241021-224

RESOLUTION APPROVING ACTION TO ORDER CONSTRUCTION AND SET DATE
OF LETTING AND PUBLIC HEARING FOR THE BONDURANT CITY PARK PHASE 2
PROJECT

WHEREAS, the City Council orders construction for the Bondurant City Park Phase 2 Project; AND

WHEREAS, bids are due and will be opened December 5th, 2024, at 2:00 pm at the Bondurant City Hall 200 Second St. NE Bondurant, Iowa 50035; AND

WHEREAS, a public hearing on the proposed plans, specifications, form of contract, and estimate of cost is scheduled for December 2nd, 2024, at 6:00 p.m. in the Bondurant City Hall at 200 Second Street NE, Bondurant, Iowa 50035; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the action to order construction, setting date for public hearing, and date of bid letting for the Bondurant City Park Phase 2 Project is hereby approved as presented.

Passed this 21st day of October 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				
Sillanpaa				
McKenzie				
Driscoll				



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

Item No. 7.c.
For Meeting of 10/21/2024
Ordinance

TITLE: - (Second Reading) Ordinance considering the text amendment to Section 178.12 of the Zoning Code creating the Business Park (BP) District

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The City of Bondurant has recently kicked-off a Zoning Ordinance Rewrite effort. As part of this effort, City staff requested Confluence to draft a new zoning district to be called Business Park (BP) District. The intent of this district is to serve uses that would be compatible adjacent to residential and general commercial districts even though their uses may not be outright permitted in these districts. The district would include such uses as construction sales and service offices, retail sales, light manufacturing, and warehousing and wholesaling.

The Planning and Zoning Commission considered this amendment at its September 12, 2024, meeting and recommends approval of the text amendment. The City Council approved the first reading of this ordinance at its October 4, 2024, meeting.

FUNDING SOURCE: NA

STAFF RECOMMENDATION:

The Planning and Zoning Commission considered this amendment at its September 12, 2024, meeting and recommends approval of the text amendment. Given the circumstances, the owner of the property prompting this discussion requests consideration to have the second reading of the ordinance waived and the ordinance adopted.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 241007-215

CITY OF BONDURANT
ORDINANCE NO. 2401007-215

**AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY
AMENDING THE FOLLOWING SECTION 178.12 OF THE ZONING CODE CREATING
THE BUSINESS PARK (BP) DISTRICT**

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

Section 1. **SECTIONS AMENDED.** Section 178.12. of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

178.12 BP BUSINESS PARK. The “BP” District is intended for business and limited light industrial uses that are at a smaller scale and compatible with being in closer proximity with residential uses. Uses include office and general business uses, contractor’s offices, storage and warehousing, and light assembly and manufacturing. All activities occur within a building with no outdoor storage of goods and bulk materials. Buildings have front facades with more of an office or retail level of finish and sites are well landscaped with parking lots and loading docks paved and well screened from adjoining properties.

- 1. Principal Permitted Uses.** Only the uses of structures or land listed in this section shall be permitted in the “BP” District, provided, however, that all manufacturing, assembling, compounding, processing, packaging or other comparable treatment, shall take place within completely enclosed buildings and there shall be no outdoor storage of goods and materials. All open areas not used for off-street parking or loading shall be planted with grass, shrubs and trees, properly maintained, and kept free from refuse and debris.
- A. Public and civic uses including colleges, universities, trade schools, public or private K-12 schools, membership or religious organizations, social clubs, government buildings, hospitals, and similar uses.
 - B. Childcare center, state license required.
 - C. Banks and the offices of financial services.
 - D. Construction sales and service offices, contractor office, office for plumber, electrician, HVAC service or similar use with no outdoor storage of construction materials, debris, and goods.
 - E. Funeral homes.
 - F. Medical or dental clinic, pediatrician's office, outpatient surgery center, medical testing center, or similar use.
 - G. Personal and consumer services, including beauty salon, barbershop, dry cleaner and laundry service, fitness center, gym, health spa, and similar uses.
 - H. Print shop, copy center, retail shipping store.
 - I. Professional Office (corporate, law, engineering, architecture, real estate, insurance, accounting, bookkeeping or similar use).

- J. Retail sales (grocery store, hardware and building supply, pharmacy/drug store, office supplies store, bakery, clothing or department store, and similar retail use - not including any automotive, truck, or motor vehicle-oriented service or sales businesses, gas or service stations, truck stops).
 - K. Restaurants without drive-thru facilities.
 - L. Light manufacturing, assembly, and testing of small appliances, small industrial and electronic instruments and devices, small mechanical components, and consumer goods - not including any food related processing or packaging or other raw or waste material processing or packaging, provided that the entire operation is conducted within a building and no materials and/or products are stored outside the building.
 - M. Research laboratory and testing.
 - N. Indoor storage of equipment, data and records, electronic data center, furniture and similar items.
 - O. Warehousing and wholesaling (buildings may not exceed 40,000 square feet in size).
- 2. Permitted Accessory Uses.**
- A. Accessory uses of land or structures customarily incidental and subordinate to any of the above principal uses.
 - B. Signs in accordance with Chapter 181 of this Code of Ordinances.
 - C. TV Dish Antennas and Communication towers in accordance with Section 177.11 of this Code of Ordinances.
- 3. Required Conditions.**
- A. No use shall be permitted to be established or maintained which by reason of its nature or manner of operations is or may become hazardous, noxious, or offensive owing to the emission of odor, dust, smoke, cinder, gas, fumes, noise, vibrations, refuse matter or water-carried waste.
 - B. Where property zoned "BP" is adjacent to any property zoned for residential use, in addition to the screening requirements of 179.02.4, a 25-foot-wide buffer yard shall be provided whereby no part of any required buffer yard shall be used for parking, storage, loading, active recreation, locating refuse containers, or similar activity which may create a nuisance.
- 4. Permitted Conditional Uses.**
- A. Communication towers (freestanding type), see section 177.12 of the Zoning Code – General Regulations.
 - B. Mini warehouse or self-storage facility (in-door only).
 - C. Communication towers (building-supported type), see Section 177.13 of the Zoning Code – General Regulations.
 - D. Wind Energy Conversion Systems (WECS), see section 177.14 of the Zoning Code – General Regulations.
- 5. Bulk Regulations.** The following minimum requirements shall be observed subject to the modifications contained in Section 177.07.
- A. Front Yard. 50 feet from all streets or public Ingress/Egress easements.
 - B. Side Yard. 20 feet, provided that where adjacent to an "R" or "C-1" zoning district a side yard of 25 feet shall be required.
 - C. Rear Yard. 50 feet.

- D. Maximum Height. 45 feet.
- E. Minimum Lot Area. 10,000 sq. ft.
- F. A minimum of 15% of the lot area shall be retained as landscaped open space to include such items as walks, trees, shrubs, fountains, or other ornamental features.

Summary of BP Bulk Regulations:

(A) Front Yard Setback	50 ft.
(B) Side Yard Setbacks	20 ft.
	25 ft. if adjacent to street, "R", or "C-1" zoning district.
(C) Rear Yard Setback	50 ft.
(D) Maximum Height	45 ft.
(E) Minimum Lot Area	10,000 sq. ft.
(F) Minimum Open Space	15% of the lot area

Section 2. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

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

PASSED AND APPROVED by the City Council this ____ day of _____, 2024

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: October 7, 2024
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. _____, was published as required by law on the ____ day of _____, 2024.

Shelby Hagan
City Clerk



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

Item No. 7.d.
For Meeting of 10/21/2024
Ordinance

TITLE: - (Second Reading) Ordinance regarding request to rezoning to rezone 319 Washington Avenue SE from the General Commercial (C-2) District to the Business Park (BP) District

CONTACT PERSON:

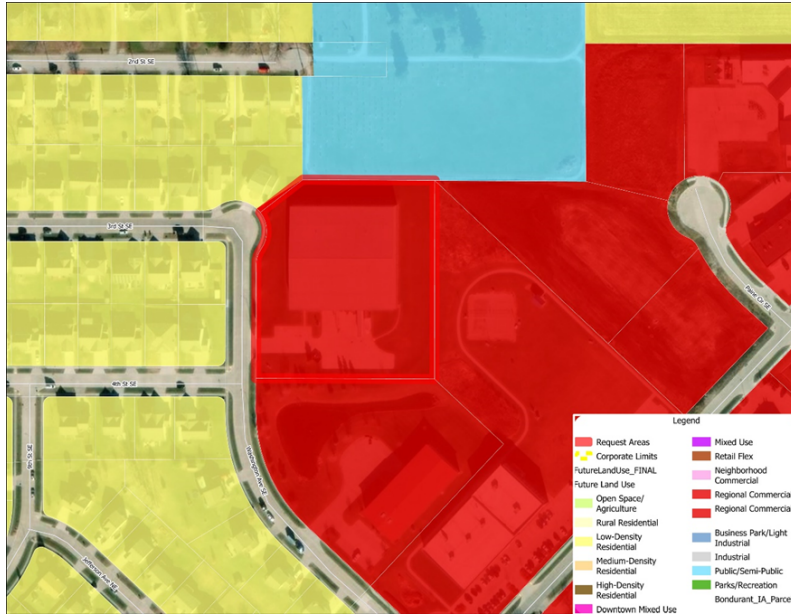
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City has received a rezoning request for 319 Washington Avenue SE. The rezoning request proposes to change the zoning from C-2 General Commercial to BP Business Park. This property is fully developed and has been operating as a legal non-conforming use. The request area is highlighted below.

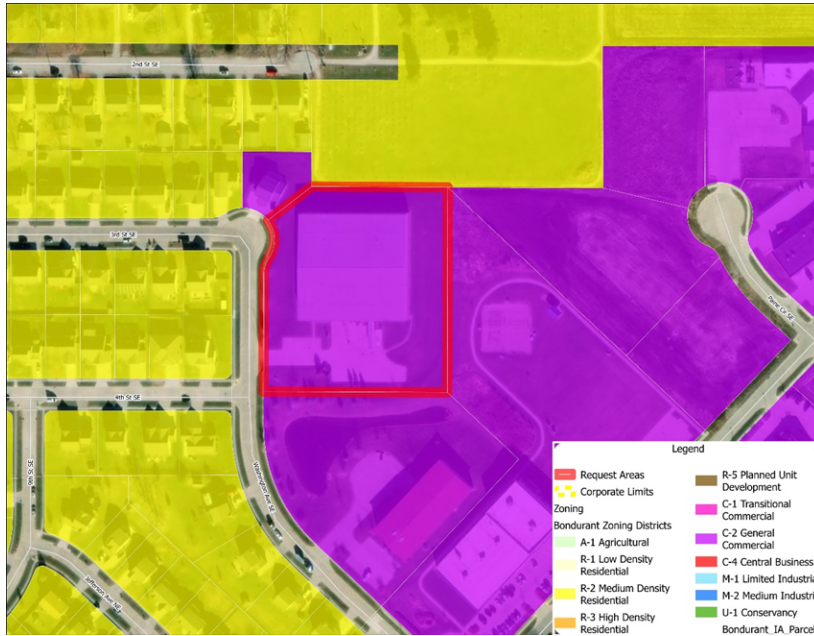


When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and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

Comprehensive Plan/Future Land Use Map – the applicant has requested an amendment to the 2022 Future Land Use Map. The amendment would change the request area from Regional Commercial to Business Park/Light Industrial. There is existing Regional Commercial areas located south of the request area. There is existing low-density residential located to the west of the request area. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – 319 Washington Avenue SE is currently zoned C-2 General Commercial. At the time this site was developed there were conversations between the City and the applicant that indicated the City would rezone this property. City staff is unable to find any ordinance, resolution or meeting minutes to suggest this rezoning ever took place. The current use of the property, warehousing, is not permitted within the C-2 General Commercial District. The Business Park District would allow for this use to take place. The property in questions is outlined in red below on the City's existing Zoning Map.



Parkland Dedication – This site is fully developed and has no parkland dedication requirements to fulfill.

Streets – The property has one access point from Washington Avenue SE.

Pedestrian Connections – There is currently a pedestrian sidewalk on site along Washington Avenue SE.

Utilities – All utilities have been expanded to this site.

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

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

Comments from City Officials and Utilities -

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

The first reading of this ordinance was approved on the October 4, 2024, council agenda.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission considered this amendment at its September 12, 2024, meeting and recommends approval of the text

amendment. Given the circumstances, the owner of the property prompting this discussion requests consideration to have the second reading of the ordinance waived and the ordinance adopted.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 241007-213

CITY OF BONDURANT
ORDINANCE NO. 241007-213

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR REZONING FROM
THE GENERAL COMMERCIAL (C-2) DISTRICT TO THE BUSINESS PARK (BP) DISTRICT
ON PROPERTY AT 319 WASHINGTON AVENUE, SE

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 General Commercial (C-2) to Business Park (BP) on the following property located in Bondurant, Polk County, Iowa as described as follows:

LOT 1 MEADOW BROOK NORTH PLAT 18.

AND;

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

1. That the Planning & Zoning Commission held a public hearing on September 12, 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, is hereby rezoned to the Business Park (BP) District.

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

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

Section 6. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

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

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: October 7, 2024

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

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

Shelby Hagan
City Clerk



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

Item No. 8.a.
For Meeting of 10/21/2024
Discussion Item

TITLE: Presentation and Discussion of the Hotel Market Study

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: Following a public RFP search process to identify a qualified consultant team to prepare a Hotel Market Study for Bondurant, the Bondurant City Council approved a Professional Services Agreement with Hotel Appraisers & Advisors (HA&A) in March 2024 to have a Hotel Market Study completed for Bondurant.

The attached completed Hotel Market Study prepared by HA&A analyzes the potential for a hotel development in Bondurant. Below is a summary of the key findings from the study:

Purpose: The study was commissioned by the City of Bondurant to assess the viability of a hotel development in the community. The purpose of this study is to provide guidance to both the City and prospective developers considering hotel projects by evaluating potential sites, market demand, facility recommendations, and financial projections.

Site Analysis: Nine potential hotel development sites in Bondurant were evaluated. The key criteria for these potential sites included ease of access to Interstate 80 and/or Highway 65, existing zoning, and proximity to existing or future commercial areas. This study pays particular focus on one potential hotel development scenario within close proximity to Interstate 80 in the Commerce Crossing area. This study also includes information on a potential site in the Grain District Downtown Redevelopment Plan area.

Market Analysis: A summary of findings include: Bondurant is part of the rapidly growing Des Moines metropolitan area; the community has seen significant economic and population growth, with new businesses, infrastructure projects, and residential developments driving demand; Bondurant has no existing hotels, but its proximity to major attractions in nearby Altoona and Ankeny suggests strong potential for hotel demand.

Facility Recommendations: the study recommends a hotel with 80-100 guestrooms could have the highest potential for locating at the site along Interstate 80 in the Commerce Crossing area. The study also recognizes the potential for a boutique or independent hotel concept in the Grain District, though performance projections for such a project would differ from those for a nationally-branded option.

Supply & Demand Analysis: The study's local competitive hotel market includes hotels in Altoona and Ankeny. The study projects moderate growth in both hotel demand and supply, with Bondurant expected to capture some of the unmet demand from neighboring communities. The study identifies potential sources of unaccommodated demand, particularly during high occupancy periods in the nearby Altoona and Ankeny submarkets.

Financial Projections: The study provides financial projections for one possible hotel development scenario along the Interstate 80 corridor in the Commerce Crossing area. This scenario assumes the hotel will be nationally-branded and will be an upper-midscale, extended-stay property. The study notes that in this scenario, occupancy is expected to stabilize at 74% by the fourth year of operation. The study includes financial projections such as expected revenues, operating expenses, and property taxes.

Conclusion: The study concludes that a hotel development in Bondurant is feasible, with recommended focus on extended-stay, national brands. The study also notes the Grain District offers a unique opportunity for a boutique or independent hotel concept, though performance projections for such a project would differ from those for a nationally-branded option.

HA&A also prepared the attached **Memorandum** to provide further analysis to complement the findings of the Hotel Market Study. In their review of constructing a hypothetical 89-suite TownePlace Suites by Marriott along Interstate 80 in Bondurant, HA&A identified a feasibility gap of approximately \$2 million, largely due to rising construction costs and trends in capital markets. It is important to note that the City does not intend to offer such feasibility gap incentives to such a project along the Interstate 80 corridor. However, the Memorandum offers valuable context should a hotel project gain traction in the Grain District, with the understanding that the performance projections for a boutique or independent hotel in that area would differ from those for the Interstate 80 scenario.

FUNDING SOURCE: The study was funded with general fund dollars to be recouped through TIF.

STAFF RECOMMENDATION: Presentation and Discussion. Staff does not believe it is necessary to formally adopt the Hotel Market Study, as the process was intended educational purposes.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. HA&A Market Study - Proposed Hotel - Bondurant IA
2. HA&A Memorandum - Proposed Hotel - Bondurant IA

HOTEL MARKET STUDY –BONDURANT, IOWA



Submitted To:

Ms. Marketa Oliver
City of Bondurant
200 2nd Street NE, P.O. Box 37
Bondurant, IA 50035
moliver@cityofbondurant.com
(515) 967-2418

Date: 10/10/2024



TABLE OF CONTENTS

1. EXECUTIVE SUMMARY 4

SUBJECT OF THE MARKET STUDY4

OWNERSHIP AND MANAGEMENT5

CLIENT AND INTENDED USER5

INTENDED USE.....5

PERTINENT DATES.....5

SCOPE OF WORK.....5

PERFORMANCE PROJECTIONS6

2. SITE ANALYSIS 7

SITE OVERVIEW7

Site Characteristics.....8

SITE ANALYSIS CONCLUSIONS8

3. FACILITY RECOMMENDATIONS..... 9

OVERVIEW9

FACILITY PROGRAM9

Hotel Structure.....10

Public Areas.....10

Guest Rooms or Suites11

Guestroom Bathrooms.....11

Guestroom Corridors.....11

Back of the House11

Site Improvements11

FACILITY PROGRAM CONCLUSIONS12

4. MARKET AREA ANALYSIS 13

BONDURANT COMMUNITY13

CITY OF BONDURANT ACCOMPLISHMENTS IN 2020-202319

MACROECONOMIC TRENDS20

Population Trends20

Median Household Incomes.....22

Employment Sectors22

Unemployment Rates.....25

LOCAL ECONOMIC INDICATORS26

Largest Employers in the Area26

Lodging Demand Generators.....27

Airport Passenger Volumes.....28

MARKET AREA CONCLUSIONS.....29

5. SUPPLY AND DEMAND ANALYSIS 30

MARKET WIDE SUPPLY30



COMPETITIVE SUPPLY 31

HISTORICAL DEMAND..... 39

Altoona Submarket 40

Ankeny Submarket..... 40

DEMAND SEGMENTATION 41

UNACCOMMODATED DEMAND 42

INDUCED DEMAND 43

COMPETITIVE RANKING 45

OCCUPANCY AND ADR PROJECTIONS CONCLUSION 45

6. FINANCIAL PROJECTIONS..... 46

 OVERVIEW 46

 COMPARABLE FINANCIAL STATEMENTS..... 47

 ADDITIONAL SUPPORT FOR CERTAIN REVENUES AND EXPENSES 49

Franchise Fee 49

Management Fee..... 50

Property Taxes 50

Replacement Reserve..... 52

 FINANCIAL PROJECTIONS..... 52

7. ASSUMPTIONS AND LIMITING CONDITIONS 53

8. CERTIFICATION 55

9. ADDENDUM 56

 SCENARIO A – TOWNEPLACE SUITES BY MARRIOTT 56

Site Overview 57

Site Characteristics..... 59

Hotel Facility Summary 60

Scenario A – Performance Projections 67

Performance Projection Conclusion 70

Franchise Fees Calculations for Scenario A 70

Financial Analysis Conclusions (Scenario A) 73

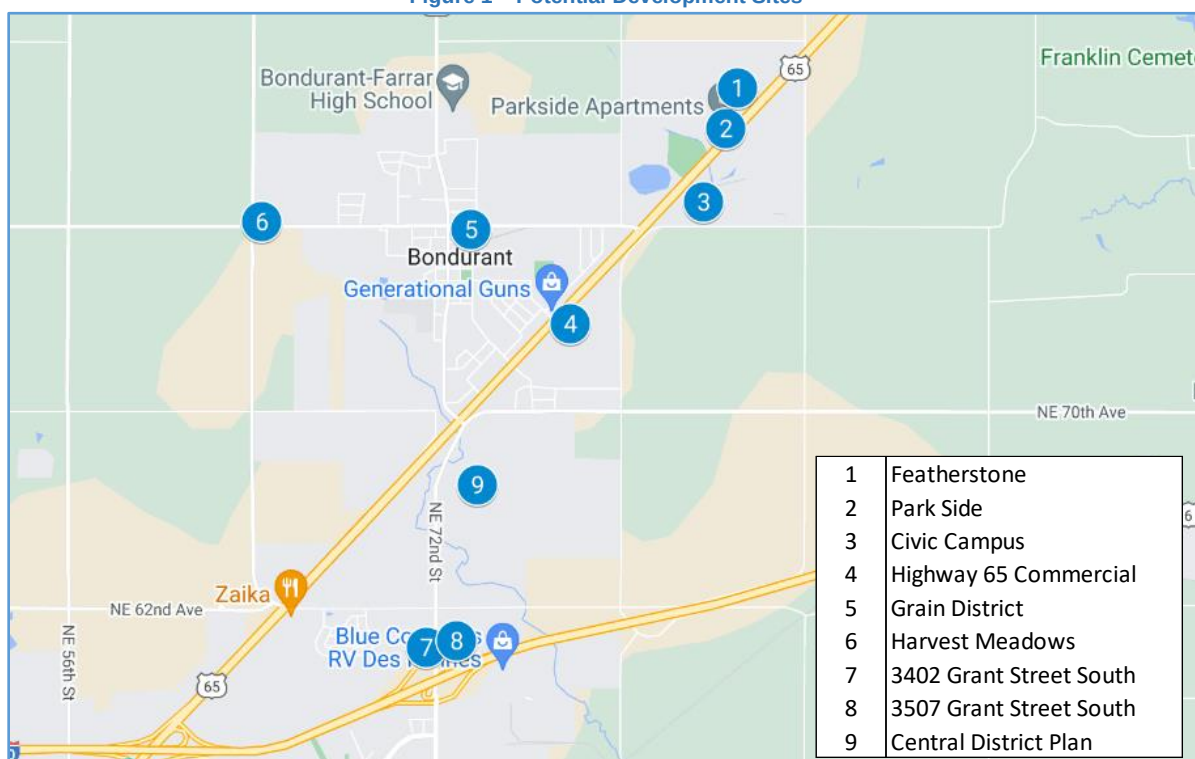
 SCENARIO B – PROPOSED INDEPENDENT BRAND 73

1. EXECUTIVE SUMMARY

SUBJECT OF THE MARKET STUDY

Hotel Appraisers & Advisors, LLC (HA&A) conducted this market study for the City of Bondurant to provide a general overview of the local hotel market for potential developers considering future projects in Bondurant. As part of this study, HA&A evaluated several potential hotel development sites throughout the community where such sites were identified based on factors such as existing commercial zoning and/or future land use map designation, location, land available, and other factors. The following figure highlights these potential development sites.

Figure 1 – Potential Development Sites



At the time of this study, no single hotel development project has been defined and finalized. However, we offer projections in the Addendum to this report based on one possible set of specific development assumptions. No final building plans have been created pertaining to a potential hotel's facility program. However, we recommend a project size of approximately 80-100 guestrooms. Depending on the selected site and proposed sources of financing, we also suggest possible branding recommendations in the Addendum. We assume any hotel design will comply with brand standards and local building codes. Any hotel should also include a comfortable lobby seating area, a breakfast area, a business center, meeting space, an exercise room, and a market retail area. Depending on various factors, we also recommend

consideration of an indoor pool, guest laundry facilities, and an outdoor patio area with seasonal amenities and seating.

No hotels currently operate in Bondurant. The broader Polk County lodging sector has enjoyed post-covid booms in leisure and business travel. Fluctuations in performance metrics have occurred in 2024, however, leading to some uncertainty about future growth trends in the sector. Lodging demand growth has been uneven nationally and regionally; our demand growth projections reflect our current interpretation of emerging trends for the subject market. We expect moderate long-term growth in both supply and demand as economic conditions continue to follow cyclical patterns. The proposed hotel will compete with a growing set of hotels throughout Polk County, many located in Altoona and Ankeny, as described in greater detail later in this report.

OWNERSHIP AND MANAGEMENT

The developer and owner or a potential hotel project in Bondurant has not been finalized. We assume that the developer will have experience in hotel developments of this nature. Additionally, we assume the owner will retain a professional third-party management company to operate the hotel. No management contract has been finalized at this time. Therefore, for the purpose of this analysis, we assume a market-appropriate management fee of 3.0 percent of total hotel revenues will apply during the projection period shown in this report.

CLIENT AND INTENDED USER

The client for this market study assignment is the City of Bondurant. The intended users of this report are the City of Bondurant and its representatives.

INTENDED USE

The intended use of this market study report is for the client's internal evaluation of the market potential for new hotel development in the City of Bondurant.

PERTINENT DATES

The report date of this market study is October 10, 2024. Hans Detlefsen inspected the various potential hotel development sites on April 3, 2024. An opening date has not been determined for a hypothetical hotel development project. However, we assumed an opening date of April 1, 2026, for certain modeling purposes.

SCOPE OF WORK

The scope of work for this market study included an inspection of the potential development site and improvements, market analysis, facility recommendations, supply and demand research, financial projections, economic impact estimates, and report writing. Specific tasks included in the scope of work for this engagement are the following work items:

1. Site Inspections
2. Fieldwork Interviews
3. Market Area Overview
4. Facility Program Recommendations
5. Supply and Demand Analysis
6. Projection of Occupancy and Average Daily Rate
7. Financial Projections
8. Economic Impact Estimates
9. Assumptions and Limiting Conditions
10. Certification

The market study required an on-site inspection, fieldwork, data collection, and interviews with tourism officials, architects, hotel operators, and other market participants. The market study also required analysis of various market data, including macroeconomic trends and local economic indicators. We also developed projections of future lodging demand and supply. Finally, we developed projections of revenue and expense line items, the project's anticipated income potential, and estimated economic impacts.

PERFORMANCE PROJECTIONS

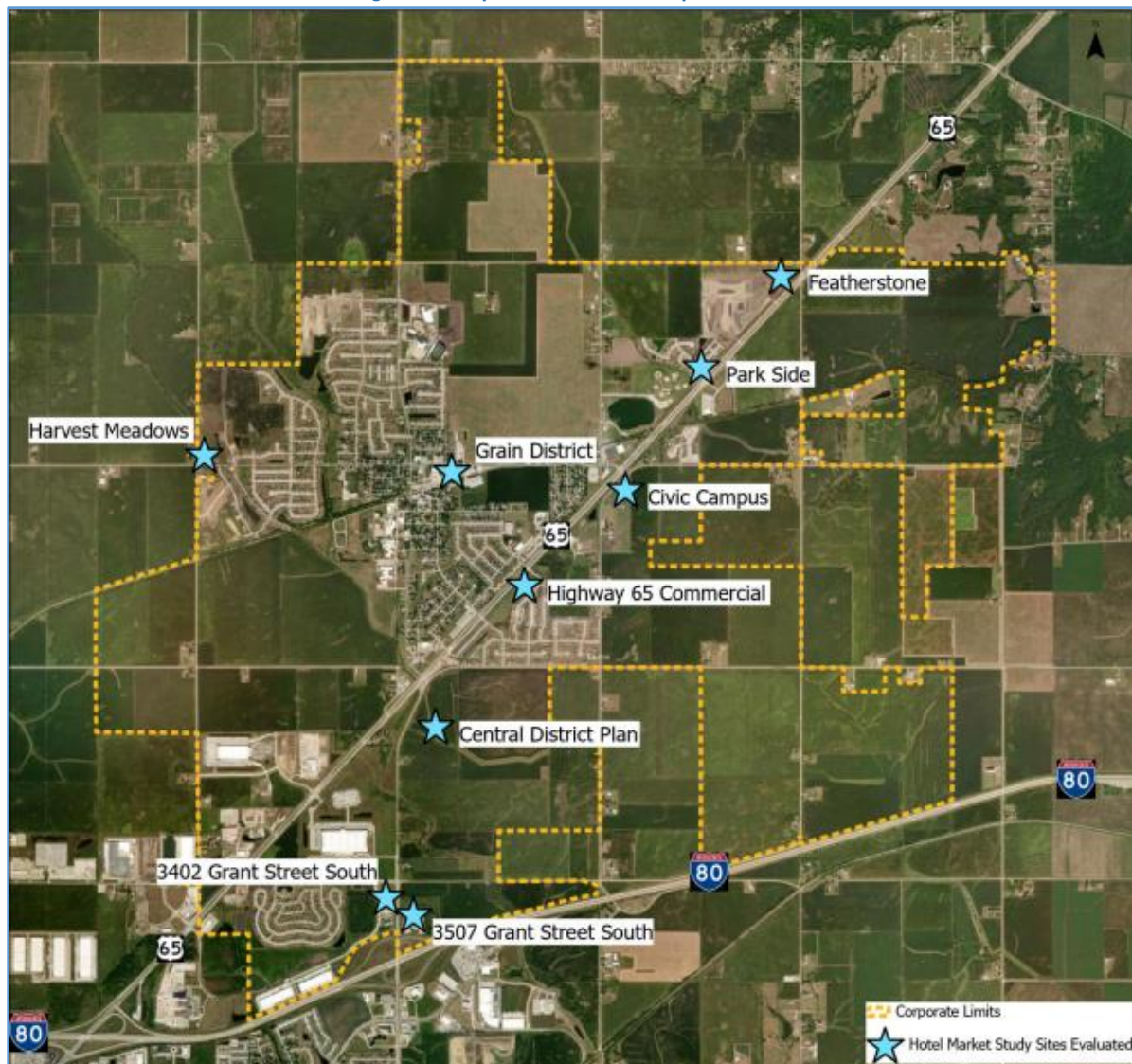
Based on our analysis of the subject market, we have developed detailed performance projections for one possible hotel development scenario. These detailed projections appear in the Addendum to this report. Different developers may consider alternative hotel scenarios with different branding, size, facility programs, amenities, and other assumptions. Our detailed projections pertain specifically to the assumptions we outline in the Addendum. Adjustments would be needed for alternative development proposal scenarios.

2. SITE ANALYSIS

SITE OVERVIEW

Most hotel prototypes fit ideally on a flat, rectangular parcel, approximately two acres in size. But numerous sites could accommodate hotel development and design changes can be considered to make a wide variety of sites possible. In this study, HA&A toured nine sites located in the City of Bondurant. The following map summarizes several details pertaining to these various potential development sites being evaluated.

Figure 2 – Map of Potential Development Sites



While many hotel developers seeking to obtain national chain brands will prefer a site with excellent access and visibility to Interstate 80, we also reviewed sites in downtown Bondurant

and other locations throughout the City. One potential downtown development site is located adjacent to the City's iconic Grain Silos building, within the City's Grain Silo redevelopment plan. We envision that a potential hotel development can be incorporated into the Grain Silos mixed-use development downtown.

SITE CHARACTERISTICS

All the potential hotel development sites appear to have adequate access and utilities for hotel development, though some infrastructure work may be required. Additionally, some sites may require demolition and site work prior to constructing a hotel building and surface parking lot. Some sites offer superior visibility and access to Interstate 80 relative to other sites. We are not engineers or surveyors and are not qualified to determine the suitability of soil conditions nor the presence of nuisances or hazards that may affect each site's development potential. However, we did not notice any such obstacles to development during our site visits.

SITE ANALYSIS CONCLUSIONS

In general, we conclude that these potential development sites are suitable for hotel development, although some are superior to others relative to access and visibility attributes. Depending on final design and financing strategies, access and visibility may be determining factors pertaining to a developer's site selection. In the Addendum, we evaluated one potentially preferred site for development adjacent to Interstate 80. We also evaluated one potential development site downtown, adjacent to the grain silos.

3. FACILITY RECOMMENDATIONS

OVERVIEW

A hotel's chain scale, construction quality, design, and amenities can have a significant influence on the property's income potential. The chain scale and construction quality affect what brands and clientele may be attracted to the hotel. The design of a hotel can affect its functional utility, highest and best use, and operating efficiency. The amenities included in the hotel property can influence the property's overall marketability, directly affecting occupancies, rates, and the property's income potential.

We assume that the proposed hotel in Bondurant will be a nationally branded hotel offering 80-100 guestrooms or suites and on-site surface parking spaces. We assume it will feature a wood frame or precast plank structural system, a modern and efficient building design, and modern amenities consistent with brand standards and the property's position within its chain scale. Nationally branded, extended-stay chains are currently among the most popular brands for new construction throughout the country. We consider this option in detail in the Addendum to this report. But other hotel concepts may also be attractive options for this market.

FACILITY PROGRAM

Design work has not been completed for any proposed hotel development in Bondurant. However, for the purpose of this study, HA&A Architects provided the client with one preliminary site plan and two exterior renderings for potential hotel development concepts; these images appear in the Addendum to this report.

We assume that the proposed hotel will feature guestrooms or suites, depending on the concept and selected brand. We assume any hotel would feature on-site surface parking spaces, an exercise room, a business center, a market or retail store, a breakfast and/or dining area, and a comfortable guest lobby area. Depending on final design and branding considerations, a proposed hotel may also feature a guest laundry area, an indoor pool, and an outdoor patio or rooftop deck area. For the purpose of this report, we assume any planned hotel layout will be contemporary and efficient for operating a modern hotel of this nature.

In addition to the guest rooms or suites and common areas planned in the hotel, the proposed property should include all necessary back-of-the-house space, including laundry facilities, kitchen, storage, and administrative offices, as applicable. We assume that the house laundry will be operated by the hotel. We also assume that the back-of-the-house areas will offer adequate space and storage. We assume the proposed hotel will feature a design that will allow for the efficient operation of a modern hotel, with no functional obsolescence. We assume the design will be consistent with all local codes and requirements. We recommend a design that will allow the proposed hotel to be competitively positioned within the market.

HOTEL STRUCTURE

We assume the improvements will comprise a single building which should be constructed with a wood or concrete frame. A combination of exterior finish building materials should include an Exterior Insulation Finishing System (EIFS) or a high-quality stucco system with locally relevant brick, stone veneer, or high-quality masonry materials at the base and would need to meet any relevant building design and material requirements as regulated by the City's Zoning Code. The porte-cochere should provide covered access for two vehicles to drop off guests.

Overall, we assume the planned building components will be normal and adequate for a hotel of this type and should meet the standards for this market. We assume that all structural components will meet local building codes and that no significant defaults will occur during construction that may affect the future operating potential of the hotel or delay its assumed opening date.

PUBLIC AREAS

Guests will enter the hotel through a single set of automatic doors which should open to a vestibule, and then through a second set of automatic doors. The lobby finishes should include porcelain or luxury vinyl tile flooring, vinyl wall covering, and a combination of ceiling tiles or painted gypsum on the ceilings. Lobby seating should feature breakfast tables, soft seating and hard seating. The seating area should include a mix of banquettes, lounge chairs, side chairs, ottomans, stools and tables. We assume the furnishings and finishes in this space will offer an appropriate first impression, and the design of the space should lend itself to adequate efficiency.

The front desk area should have two registration workstations, and the countertop should be finished with a solid surface or engineered stone material and is expected to be installed with appropriate property management and telephone systems. A fully enclosed, food-prep kitchen should be adjacent to the breakfast serving area, and the countertops should be stainless steel. The hotel should include an exercise room with rubber flooring. The guest laundry equipment may be in a designated room or integrated into the exercise room. We assume that all property management and guestroom technology will be appropriately installed for the effective management of hotel operations.

Other amenities should include a business center, and a market retail area located near the front desk. We recommend a small, divisible meeting room with adequate space to accommodate small team gatherings, family reunions, training classes, and small corporate meetings. We recommend building a seasonal outdoor patio or rooftop garden area with portable outdoor furniture and grilling amenities. Depending on brand requirements, the hotel should feature an indoor pool and hot tub. Overall, we assume the public area facilities will be appropriate and competitive for a hotel in this market.

GUEST ROOMS OR SUITES

Guestrooms should feature traditional or suite configurations, depending on the selected brand. In addition to the standard furnishings, the guestrooms or suites should offer typical amenities for the selected brand and product type. If extended-stay suites are developed, we assume the kitchen areas will be equipped with full-sized appliances. Any guestrooms configured as suites should feature separate sleeping and living areas. Overall, the guestrooms or suites should offer a competitive product for this market.

GUESTROOM BATHROOMS

Bathrooms should be of a standard size, with a shower, commode, and single sink, with vanity areas featuring a stone countertop and backlit mirrors. The floors will be finished with ceramic or luxury vinyl tile, and the walls should be finished with a combination of painted and vinyl covered drywall. Bathroom amenities are expected to include complimentary (wall mounted) toiletries and a hair dryer. Overall, we assume the bathroom amenities will be appropriate and competitive for a product of this type.

GUESTROOM CORRIDORS

We assume that the guestroom corridors will be wide and functional, permitting the easy passage of housekeeping carts. The corridor flooring is expected to be carpeted. Corridor walls are expected to be vinyl covered by drywall. Lighting should be in keeping with the overall look and design of the rest of the property.

BACK OF THE HOUSE

The hotel will be served by all necessary back-of-the-house space, including an in-house laundry facility, a kitchen area, and administrative offices. Storage and equipment spaces should also be designated in appropriate locations in the hotel. All back-of-house spaces should be adequate for a hotel of this type and should allow for the efficient operation of the property under competent management.

SITE IMPROVEMENTS

The hotel's site improvements must include free-standing signage or signage placed on the exterior of the building or both. We assume that all signage will adequately identify the property and meet brand standards. Planned landscaping should allow for a positive guest impression and competitive exterior appearance. We assume sidewalks will be present along the sides and front of the hotel. A surface parking lot should be paved and striped to accommodate a mix of automobiles ranging from compact cars to freight trucks hauling shipping containers. Overall, the planned site improvements for the property are expected to be adequate and appropriate for an upper-midscale hotel.

We assume the property will comply with all local codes and ordinances, as well as all brand standards. Moreover, we assume the hotel will comply with the Americans with Disabilities

Act. Furthermore, we assume the hotel's construction will not create any environmental hazards or conditions that could negatively affect the property's performance or market value.

FACILITY PROGRAM CONCLUSIONS

In general, we conclude that the proposed hotel development will benefit from a combination of efficient design and construction materials as well as attractive design features and amenities. We assume that the hotel's branding, chain scale, amenities, and building quality will allow the proposed hotel to be positioned as a highly competitive hotel within the subject market we analyzed. Based on our research, we conclude that one concept likely to attract hotel developer interest is a nationally branded, upper-midscale, extended-stay hotel. Based on this conclusion, the proposed hotel concept detailed in the Addendum is expected to achieve an above-average occupancy performance ranking within its defined competitive set, which we discuss later in this report. However, we understand a wider range of hotel development concepts may be under consideration by various developers at this time.

4. MARKET AREA ANALYSIS

The market area for a hotel can vary, depending on the property's service level, size, chain scale, and operating strategy. The market area also depends on the locations of competitive supply and demand sources. The market area for a hotel development of this nature is typically the geographic area where the sources of demand and the competitive supply are located. As such, we considered the broader market area where hotels currently compete. Therefore, we analyzed the broader market area that includes Altoona, Ankeny, and Bondurant.

Although the City of Bondurant currently does not have any national chain hotels, our research indicates that recent growth trends combined with the city's strategic location may make it suitable for hotel development in the near future. Based on our interviews with Bondurant's City Administrator and other economic development and community leaders, we considered several local development factors in our analysis, as summarized below.

BONDURANT COMMUNITY

- Bondurant is located within the Des Moines metropolitan area. Possible development sites are located along Interstate 80, offering excellent accessibility and visibility. The City is located approximately 20 miles northeast of Des Moines International Airport and about 8 miles east of the Ankeny Regional Airport.
- Bondurant is a rapidly growing business destination. The municipality has attracted more than 80 new businesses, representing more than 4,000 employees, during the past five years.
- More than 20 major infrastructure projects are planned and funded throughout Bondurant. These include an expansion of the Chichaqua Valley Trail, which currently spans 26 miles and runs through Bondurant. It has been designated a National Recreation Trail since 2007.¹ The trail attracts approximately 30,000 users in Bondurant annually.
- Reclaimed Rails is a one-of-a-kind brewery and taproom, conveniently located on the Chichaqua Valley trail and is approximately 10 miles away from Des Moines. It offers 22 tap handles, and the entire lower level is dedicated to the brewing process from start to finish. The first floor is constructed with reclaimed wood and can seat about 100 people.
- Bondurant will soon be home to an approximately 100-acre park containing a 30-acre lake. construction will start beginning in 2028 along a realigned portion of Grant Street South near Highway 65. The Central District Stormwater

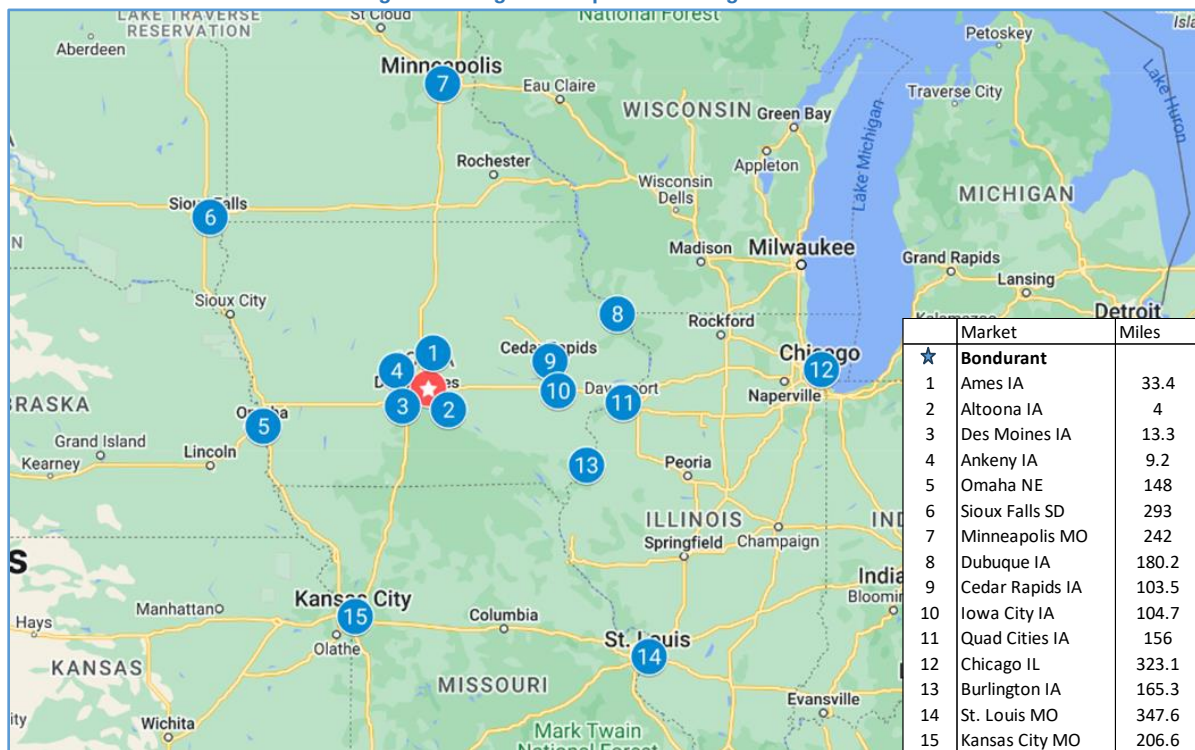
¹ <https://www.cityofbondurant.com/parks-and-recreation/pages/chichaqua-valley-trail>

Improvements Master Plan also envisions a mixed-use development adjacent to the park that will be created.

- Several residential developments are planned and approved, reflecting Bondurant's expected population growth. Examples include Prairie Point View, Featherstone, Hawthorne Pointe, and Petocka Run.
- Nearby restaurants, bars, and retail stores include Brick Street Market & Cafe, Bonita Mexican Grill, Flaming Wok, Zaika, Abbie's, Subway, and Founders Irish Pub. Other nearby restaurants include Texas Roadhouse, Culver's, and the Big Steer, in the neighboring community of Altoona.
- Downtown Bondurant is home to a brewery, a pub, a soda fountain, a boutique, a pie shop, a coffee shop/bakery, an ice cream shop, a quilt shop, a salon, and other services. The regional Chichacqua Valley trail also runs through downtown Bondurant. An inclusive playground will be opening by the end of 2024 and a splash pad in 2025. Both these new kids' friendly development will be part of the City Park which is located on the southern edge of downtown. Moreover, the City Park project will also include installation of a ice skating ribbon that will circle the splash pad, throughout all of the seasons.
- Approximately 15 major commercial and industrial projects are also planned and approved throughout Bondurant. Examples include the Shiloh Rose Business Park, Bondurant Industrial Park, Timmins Industrial Park, and Midstates Precast Products' planned expansion.
- The Grain District Downtown Redevelopment Plan envisions extending downtown Bondurant with the creation of a dynamic mixed-use development, possibly integrating the iconic grain silos located in the downtown area. This proposed development would include an extension of the Chichaqua Valley Trail, an expanded mixed-use retail and commercial district, redevelopment of the grain silos, a recreational facility, and residential development. The Grain District development will create a destination experience for users of the trail and tie into regional trail networks.
- Irishman Acres is a family-owned beautiful wedding venue located in Bondurant. It can accommodate up to 250 guests and also has outdoors, barns, animals, and gardens.

Bondurant also benefits from a central location within Iowa and the Midwest, featuring excellent regional transportation routes to a wide array of surrounding markets. The following figure shows a regional map surrounding Bondurant and several other markets that are located nearby throughout the region.

Figure 3 – Regional Map Surrounding Bondurant



The City of Bondurant is conveniently located within 5 to 8 miles driving distance to various demand generators in the area. Some examples include Prairie Meadows Casino and Racetrack, Adventureland Park, Adventure Bay Waterpark, Bass Pro Shops, the Outlets of Des Moines shopping center, and The Meadows Events & Conference Center. The city also houses the two Amazon Distribution Centers, Stroom, and Wurth Industrial US. The following figure depicts the location of Bondurant with respect to the various major attractions within the greater market area.

Bondurant is conveniently located within a well-developed and growing commercial and entertainment corridor on the northeast side of the Des Moines metropolitan area. Several retail, entertainment, and visitor attractions are located within close proximity to Bondurant. The following figure shows a selection of local area attractions and their relative distances from Bondurant.

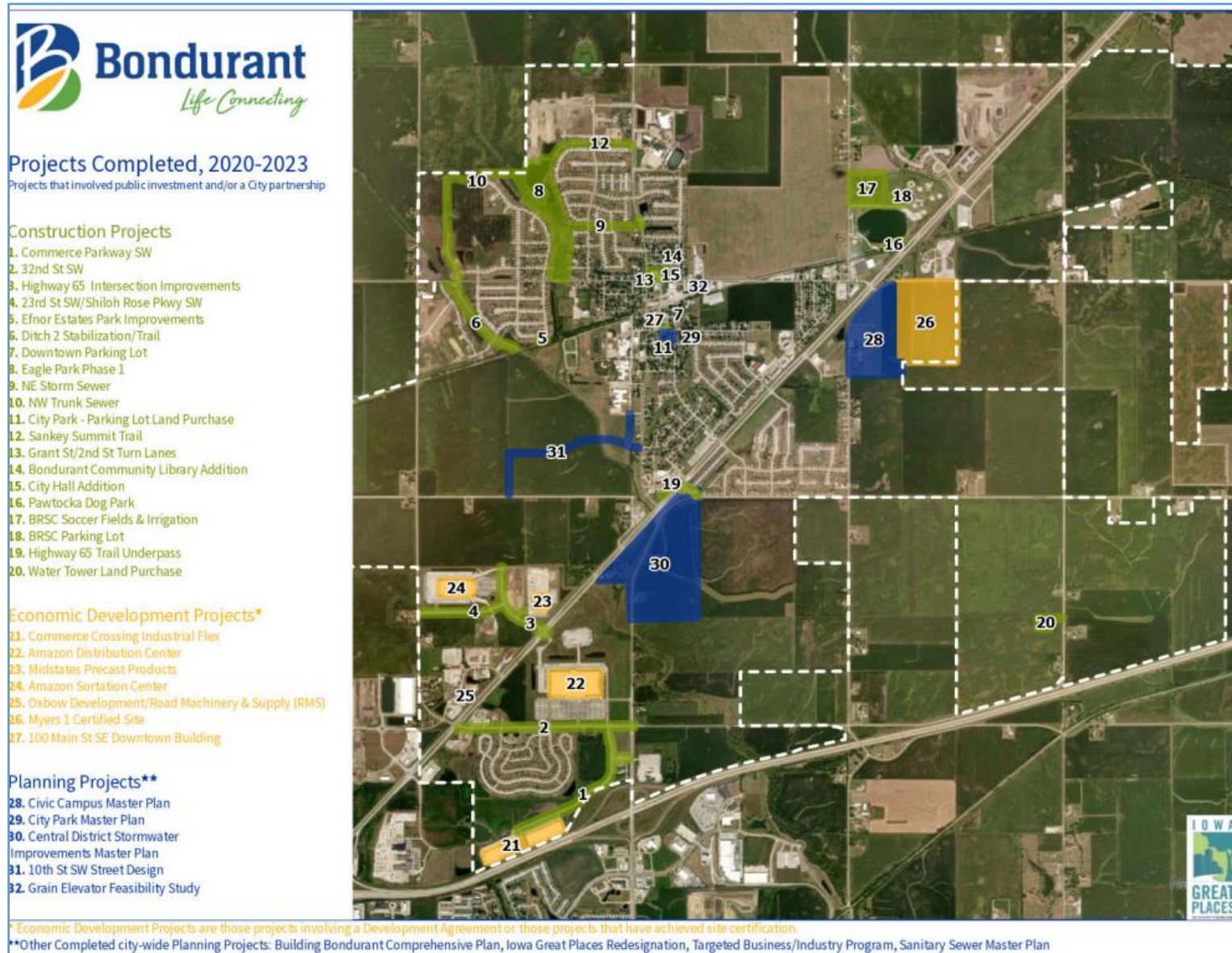
Figure 4 – Distance from Bondurant to Local Area Attractions

Major Attractions	Distance from Bondurant (miles)
Adventureland Park-Altoona	4.1
Outlet Des Moines	4.2
Prairie Meadows Racetrack/Casino	4.3
District Prairie Trail	8.8
Iowa State Fair Park	9.7
Chichaqua Bottoms	9.8
East Village Des Moines	12.1
Downtown Des Moines	13
Iowa State Capitol	13.4
Saylorville Lake	13.5
Botanical Center	13.8
Des moines Civic Center	14
Principal Park	14.4
Science Center	14.6
Hoyt Sherman	15
Drake University	15.1
Des Moines Art Center	16.2
Salisbury House & Gardens	16.4
Des Moines Int'l Airport	19.7
Living History Farms	21
Blank Park Zoo	21.1
Jordan Creek Mall	25.9
Vibrant Music Hall	27.2
Iowa Speedway - Newton	28.1
Jack Trice Stadium - Ames	31.4
Knoxville Raceway	42.4
Seven Oaks Recreation	47.6
<i>Source: City of Bondurant</i>	

The Iowa Rush Soccer Club, currently located in Ankeny, is also considering the development of a new facility in Bondurant. The organization estimates that the new facility would attract

more than 70,000 tournament participants and spectators annually for youth soccer events. If developed, this project would represent a major economic and tourism development for Bondurant. Additionally, the following figure highlights numerous accomplishments and projects that have been completed in Bondurant since 2020.

Figure 5 - Map of Subject's Neighborhood



CITY OF BONDURANT ACCOMPLISHMENTS IN 2020-2023

Throughout recent years, the City has continued to achieve goals established and prioritized by the City Council. Some of these accomplishments include:

- Lowered the property tax rate for the 16th year in a row.
- Secured outside funding for various City projects and programs, which brought in nearly \$3 million in the calendar year 2023.
- Achieved an upgrade in bond rating.
- Reached a billion-dollar valuation level.
- Expanded public art initiatives, which included a mural on the south side of the Bondurant EMS facility.
- Completed a nearly 1,000-acre annexation.
- Completed and initiated multiple key infrastructure projects.
- Launched numerous qualities of life projects.
- Completed two additional Certified Sites for Economic Development which added Myers 1, Myers 3, and Timmins to the already Certified Site.
- Purchased land for the Civic Campus and initiated planning and design for a new Bondurant Emergency Services Facility.
- Bondurant received several prestigious awards, including the American Planning Association-Iowa Chapter 2023 Urban Design Award for the Civic Campus Master Plan, Government Finance Officers Association Distinguished Budget Presentation Award, and the International City/County Management Association Program Excellence Award, amongst others.
- Completed the Underpass project, new parking lot at BRSC, new “Pawtocka” dog park and partnered with the Chamber on the Rec-n-Roll Trailer program during this period.
- The City launched a Street Tree Program with new tree ordinances that prioritizes planting more trees.
- The City was redesignated as an Iowa Great Place and named the 2022 Community of Character.
- Planned infrastructure support for a new school.

- Enhanced downtown parking and construction of City Park Phase 1 is underway.
- Planning for upcoming construction of Campus Parkway and plans for a major arterial at 16th/86th.
- Partnered with a prospective developer for the Grain District Downtown Redevelopment.
- In the process of completing an Arts, Culture, and Wayfinding Master Plan.
- Bondurant completed branding art on the new water tower.
- Completed water treatment planning and design.
- Completed significant water main looping.
- Grant Street South and Central Park Planning and engineering are underway.

HA&A considered several other factors influencing the potential for hotel development in the local market area. HA&A evaluated several macroeconomic trends and local economic indicators affecting the local market area. The primary focus of this chapter is to determine whether these macroeconomic trends and local economic indicators are positive, neutral, or negative. We then discuss how they might have positive or negative implications for the market potential of the proposed hotel development.

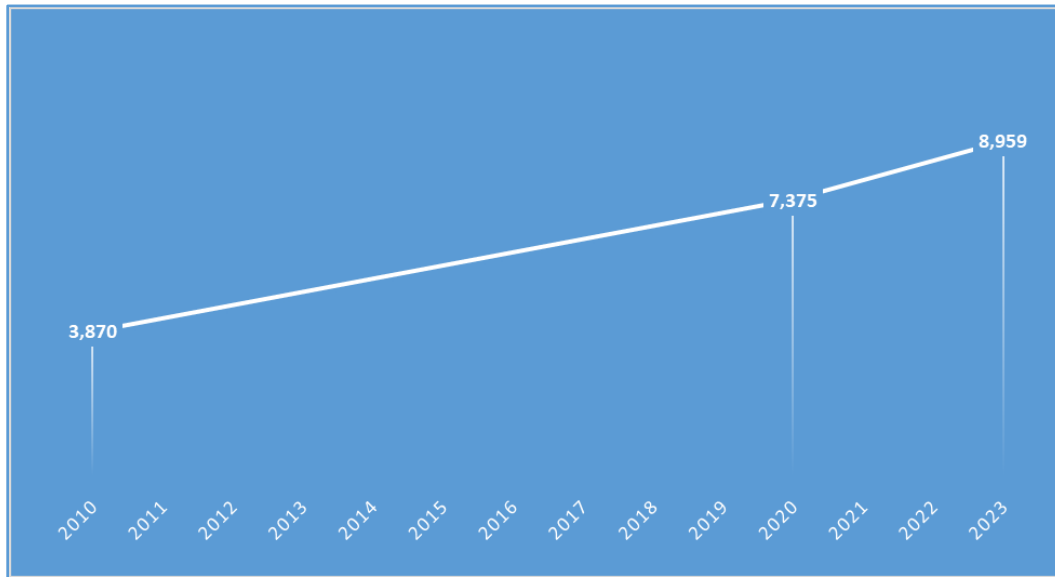
MACROECONOMIC TRENDS

HA&A evaluated several macroeconomic trends that are relevant to the market area's economic health. Population statistics, median household incomes, unemployment rates, and labor market sectors are key factors affecting the local economy. Directly and indirectly, these trends can affect the local lodging industry. Unless otherwise noted, the following statistics apply for the Des Moines Metropolitan Statistical Area (MSA).

POPULATION TRENDS

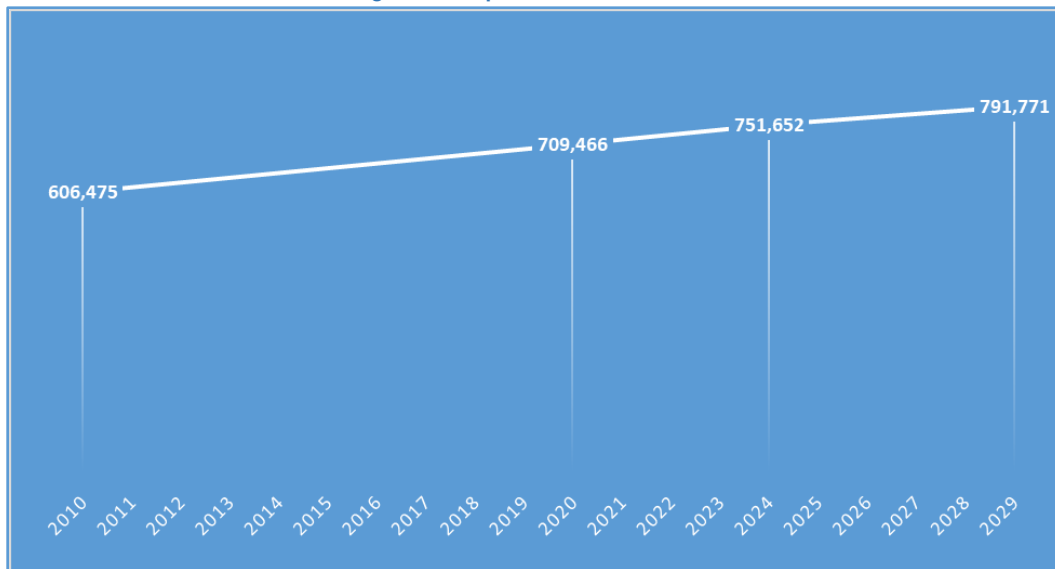
Bondurant's population is growing rapidly, from under 4,000 people in 2010 to more than 7,300 people in 2020. A special census is underway in 2024 due to this rapid population growth. The City's comprehensive plan indicates the city's population is expected to reach 32,000 people by 2050.

Figure 6 – Population Statistics City of Bondurant



The MSA has also experienced significant population growth since 2010, and growth is expected to continue in the near future. The U.S. Census and ESRI are the data sources for the historical and projected population data shown in the following figure. While it is common for communities of this size to have no hotels, findings in this study suggest that hotel development opportunities may exist in the near future.

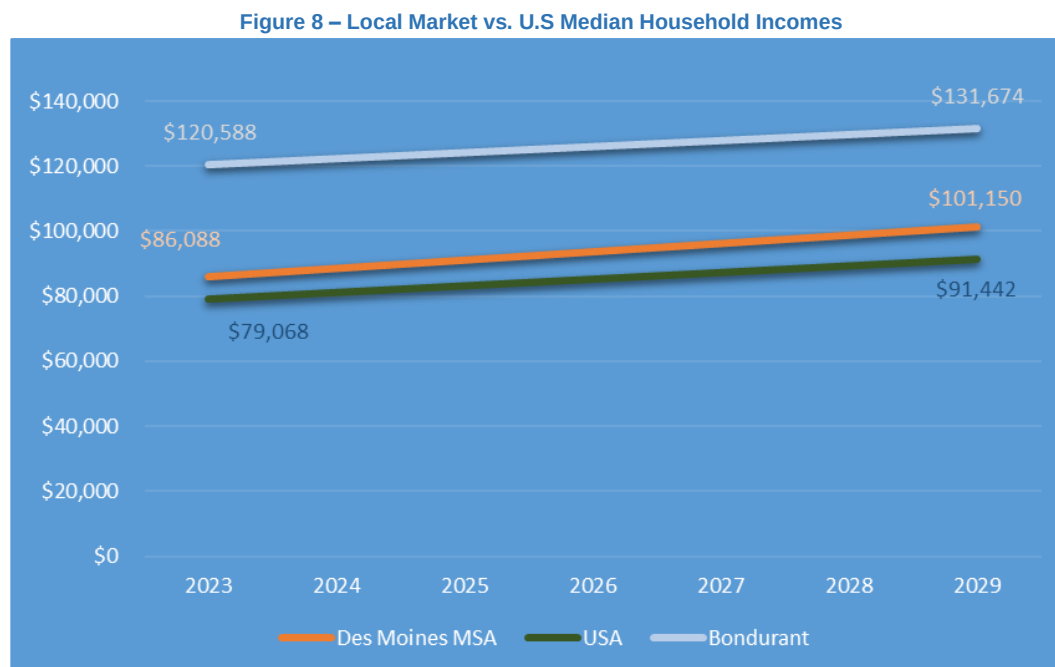
Figure 7 – Population Statistics MSA



MEDIAN HOUSEHOLD INCOMES

Bondurant's local incomes exceed statewide and national averages. According to recent demographic data provided by the City, Bondurant's median household income of approximately \$120,588² compared to MSA's median household incomes of roundly \$86,088.

Median household incomes in the MSA are also higher than the national average. ESRI is the data source for the projected household income data shown in the following figure, which shows continued growth in median income for both national and local households.

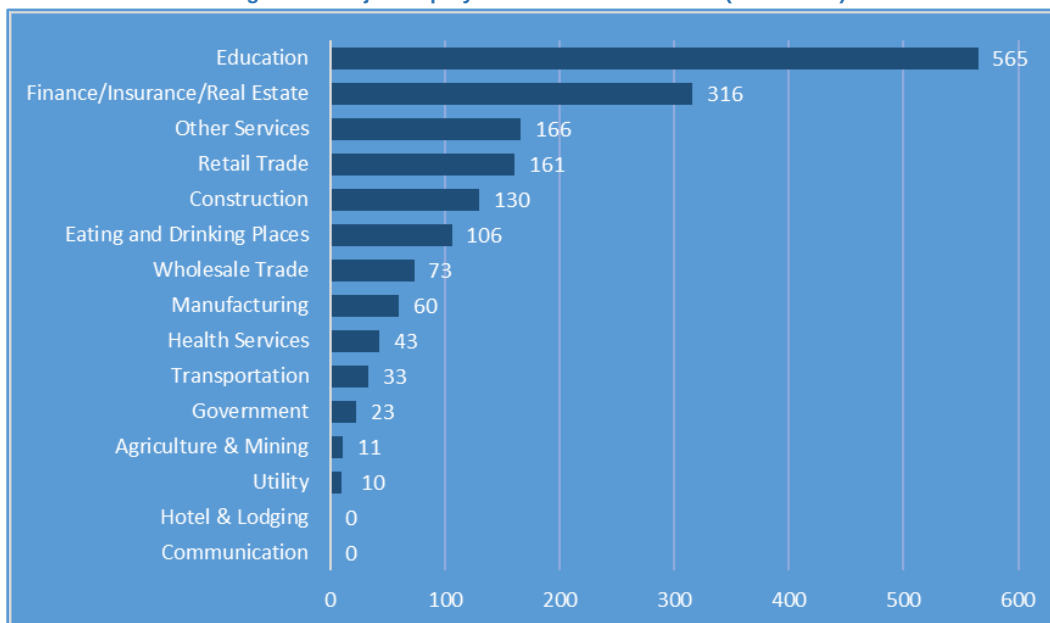


EMPLOYMENT SECTORS

The number of jobs in Bondurant more than doubled during the past decade, between 2010 and 2020, according to local sources. The following figure shows estimates from the U.S. Census Bureau based on data collected in 2020. Major commercial and industrial projects planned or completed since 2020 are expected to significantly expand local employment estimates that will appear in future reports from the U.S. Census Bureau and the Bureau of Labor Statistics.

² https://data.census.gov/profile/Bondurant_city,_Iowa?g=160XX00US1907390

Figure 9 – Major Employment Sectors as of 2020 (Bondurant)



Since 2020 several major job growth initiatives have occurred, which represent significant growth relative to the preceding figure. The following figure shows some of the top growth industries regionally in Polk County between 2021-2023.

Figure 10 – Polk County – Top 5 Growth Industries 2021-2023

Industry	New Jobs	Average Wage
Health Care & Social Assistance	2,800	52,400
Finance & Insurance	1,400	97,700
Accommodation & Food Service	1,000	19,600
Professional Services	975	80,300
Admin & Waste Mgmt	740	41,700

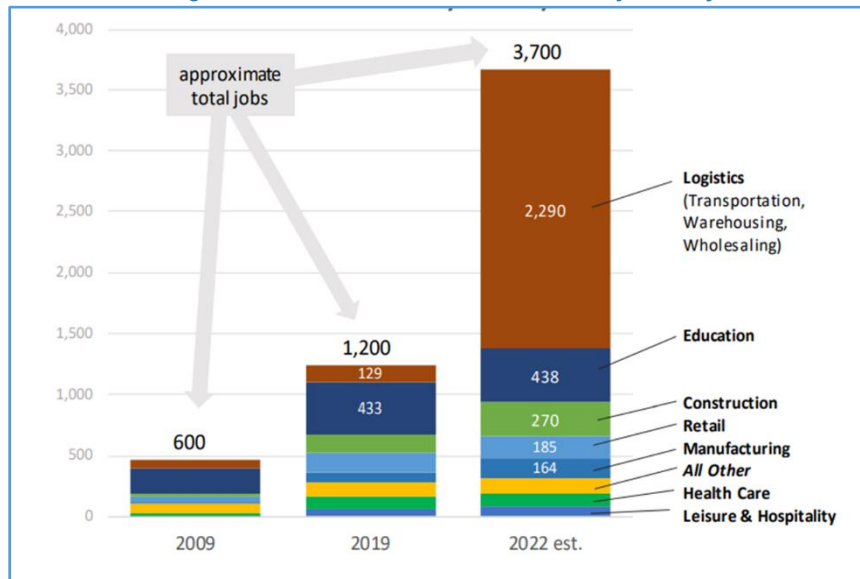
Source: Bondurant Comprehensive Plan September 2022

To quantify some of the recent local job growth in Bondurant, HA&A interviewed local officials and reviewed local publications summarizing key job growth statistics. The following two figures show a summary of several new employment sources in Bondurant since 2017 through 2021 as well as annual estimates of total new job growth in Bondurant by industry sector.

Figure 11 – Jobs Created in Bondurant since 2017 – 2021

Employment Source	Number of Jobs Created Since 2017-2021
Amazon/Project Bluejay	1,800
Amazon/Project Omega	300
JAS Concrete	70
Bondurant Industrial Park Sites	55
Midstates Precast Products	50
Generation Next Daycare	46
Road Machinery & Supplies	44
Kum & Go	25
Mid County Machinery	15
Combined other with 10 or fewer new jobs since 2017	69
Total Added Jobs	2,474
Source: City of Bondurant	

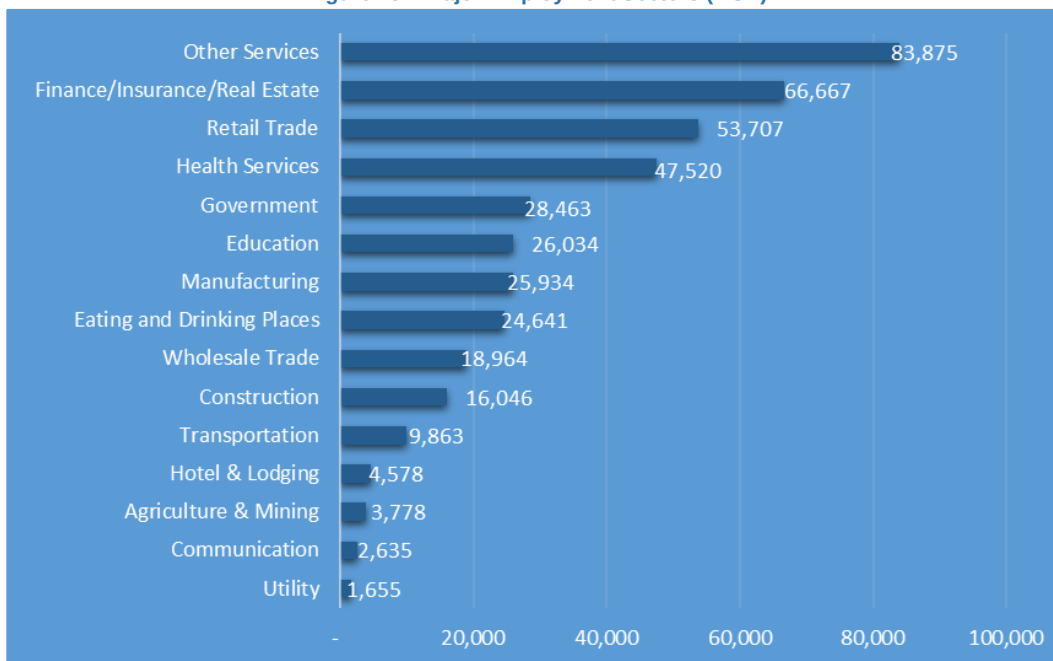
Figure 12 – Recent Bondurant Job Growth by Industry



As a result of reviewing these statistics, HA&A concludes that rapid employment growth has been occurring in Bondurant during the past several years. Available data from the U.S. Census Bureau and the Bureau of Labor Statistics may be outdated and underrepresents the current labor market locally.

Therefore, in addition to local employment data, we also analyzed total employment in the metropolitan area. This included more than 414,000 workers in 2023, according to data from ESRI. The following figure shows employment in each major economic sector.

Figure 13 – Major Employment Sectors (MSA)

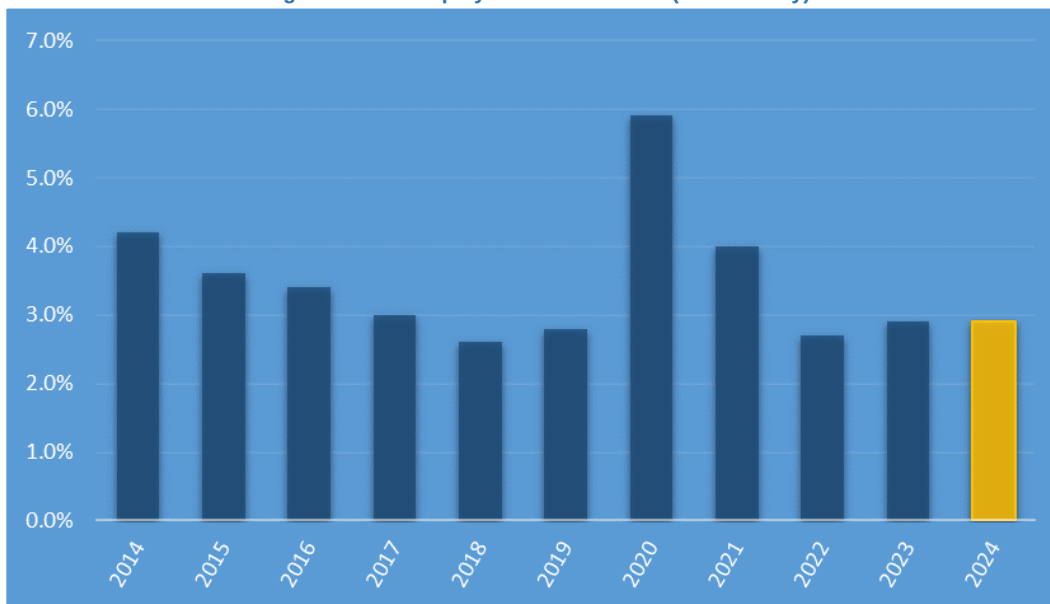


Services, insurance, retail trade, and health care are major employment sectors in the metropolitan market area. Additionally, government, education, and manufacturing are major employment sectors in this region. Wholesale trade and construction represent additional significant employment sectors in the area.

UNEMPLOYMENT RATES

The labor market has fluctuated locally, as the national and local economies have experienced rapid changes during the past two years. The following figure shows historical unemployment rates for Polk County, based on data from the Bureau of Labor Statistics.

Figure 14 – Unemployment Rate Trends (Polk County)



The unemployment rate reached a historical low in 2018. A brief spike in unemployment occurred in 2020, when the onset of the Covid-19 pandemic prompted many employers to initiate layoffs. However, hiring resumed in 2021 and 2022, when unemployment rates declined sharply. Labor shortages have affected several economic sectors throughout this period, including the hospitality sector. As the Federal Reserve increased borrowing costs throughout 2023, economic growth and inflation decelerated, with some labor markets softening. Unemployment rates increase modestly for year-end 2023. Based on monthly unemployment data from the Bureau of Labor Statistics, we expect moderate changes in the local area unemployment rate.

LOCAL ECONOMIC INDICATORS

HA&A evaluated several local economic indicators that are relevant to the hospitality market. Major employers, airport passenger statistics, and top local lodging demand generators are key factors affecting the lodging industry in this market area.

LARGEST EMPLOYERS IN THE AREA

Employment in the subject market area is supported by various companies, including manufacturing and retail trade. The following figure highlights the largest employers in the market. Wells Fargo is by far the largest regional employer and Hy-Vee Food Corporation is the largest manufacturer in the area. The new Amazon Distribution facility and the new Amazon Sortation facility are both located in Bondurant.

Figure 15 - Largest Employers



During the past five years, Bondurant has attracted several major employers. Examples include Fareway, JAS Construction, Wurth Industry, Ramm's Construction, Road Machinery & Supplies Company, Midstates Precast products Inc, and Midcountry Machinery. Additional business attraction efforts are in various planning and development stages, with major employment growth expected in the near-term.

LODGING DEMAND GENERATORS

Successful hotels in the proposed subject property market area target a range of key accounts and demand sources in the commercial, group, leisure, and extended-stay segments. Commercial sources of demand include a broad range of educational institutions, manufacturers, professional services organizations, small businesses, and medical service providers. Leisure demand is related to sporting events, entertainment shows, festivals, outdoor recreation, and family-related travel. Group sources of lodging demand in the area derive from a range of business meetings, small conferences and conventions, social gatherings, and group sporting events. Extended-stay demand is primarily driven by contractors, construction crews, and residential-related sources. The following figure outlines several of the local area demand generators and attractions that the proposed subject property may seek to target.

Figure 16 – Lodging Demand Generators

Local Area Demand Generators		
Commercial	Group	Leisure
Allied Insurance	Bus Tours	Adventureland Amusement Park
Amazon Distribution Centers	Iowa Events Center	Blank Park Zoo
Cotreva Agriscience	Irish Acre Clover Barn	Iowa Events Center
DMACC	Sports Tournaments	Iowa State Capitol
Diamond Crystal Brands	Weddings	Iowa State Fair
Facebook Industries		Prairie Meadows Race Track
Hy-Vee Inc		Prairie Meadows Casino
John Deere Financial		Science Center of Iowa
Unity Point Health		Wells Fargo Arena
Mercy Hospital		
Polk County Office		
Sources: HA&A interviews		

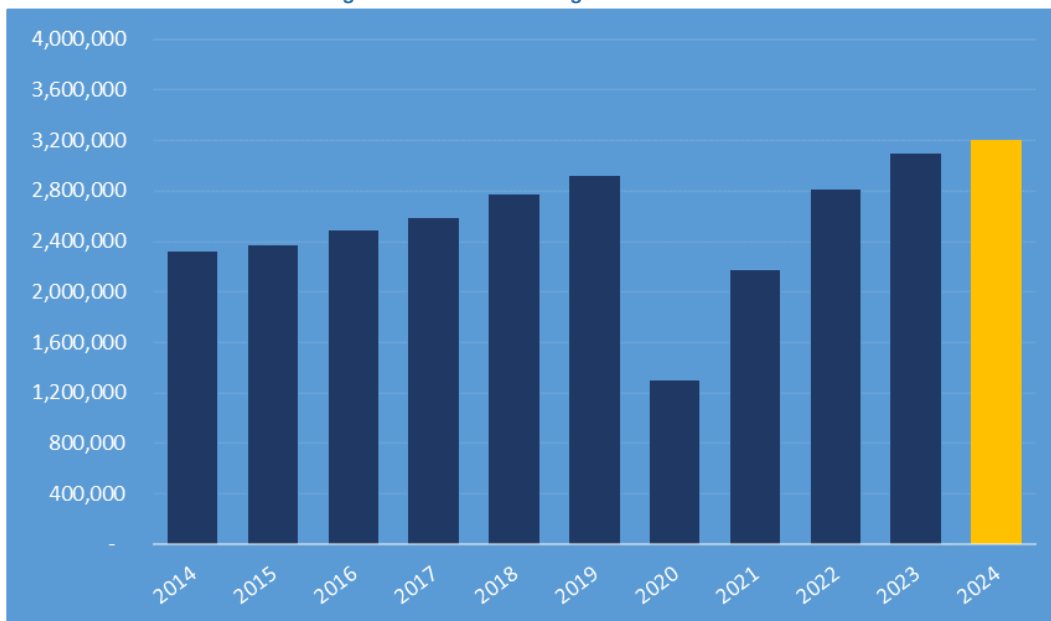
We assume the subject property will have a fully assembled sales team in place at least six months prior to opening in order to target its specific accounts and generate marketing leads in all of the preceding lodging demand segments. We also assume the property will offer discounted rates for weekly and monthly guests seeking extended-stay lodging.

AIRPORT PASSENGER VOLUMES

Airport passenger volume trends are one indicator of a local area's economic strength, reflecting demand for business and leisure travel to and from the market. The DSM airport is currently served by six airlines, which include: Allegiant; American; Delta; Frontier; Southwest; and United. These airlines offer an average of 27 daily flights to more than 20 nonstop destinations.

In 2020, DSM experienced a sharp decline in passenger volumes due to pandemic-related travel restrictions and concern among travelers and airlines about the potential spread of Covid-19. However, passenger volumes have rebounded each year since then. Based on preliminary data, DSM achieved a new passenger volume peak in 2023, based on available year-to-date passenger statistics. Upon completion of the recently funded terminal expansion at DSM, we expect passenger volume will increase further.

Figure 17 – DSM Passenger Traffic Trends



A major expansion is currently underway at DSM. The expansion is expected to increase passenger and cargo capacities. Terminal and parking improvements are also included in current plans. A new hotel may also be developed on the airport authority's land. These plans represent significant sources of new demand and supply that we expect to affect the Des Moines MSA lodging market.

MARKET AREA CONCLUSIONS

The macroeconomic trends and local economic indicators evaluated in this report illustrate a rapidly growing submarket. The numerous and diverse projects are a strong positive indicator for the local economy. As a result, this could be an advantageous time to plan for future development, including in the hotel sector. Recent growth trends are generally positive in this market area. Our research indicates that market conditions are currently improving for hotel operations, and we are cautiously optimistic for future development, especially for investors with well-positioned development sites and access to affordable capital.

5.SUPPLY AND DEMAND ANALYSIS

MARKET WIDE SUPPLY

No chain hotels currently operate in Bondurant. We looked at the total hotel supply in Ankeny and Altoona, which represent the competitive submarket for any hotel in Bondurant, Iowa. The following figures illustrate the hotel market share by brand in each of these two submarkets.

Figure 18 – Brand Market Share (Altoona)

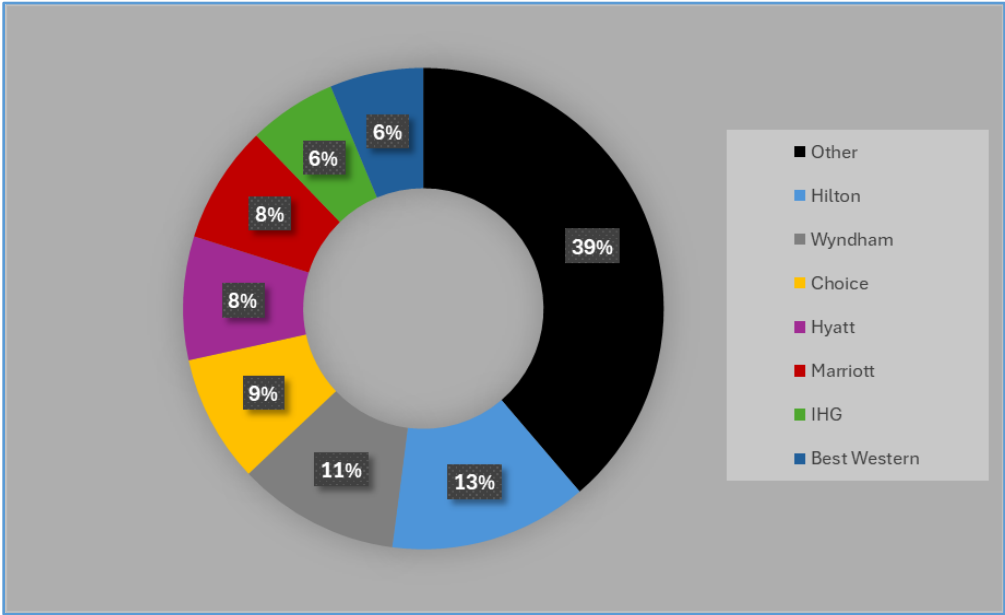
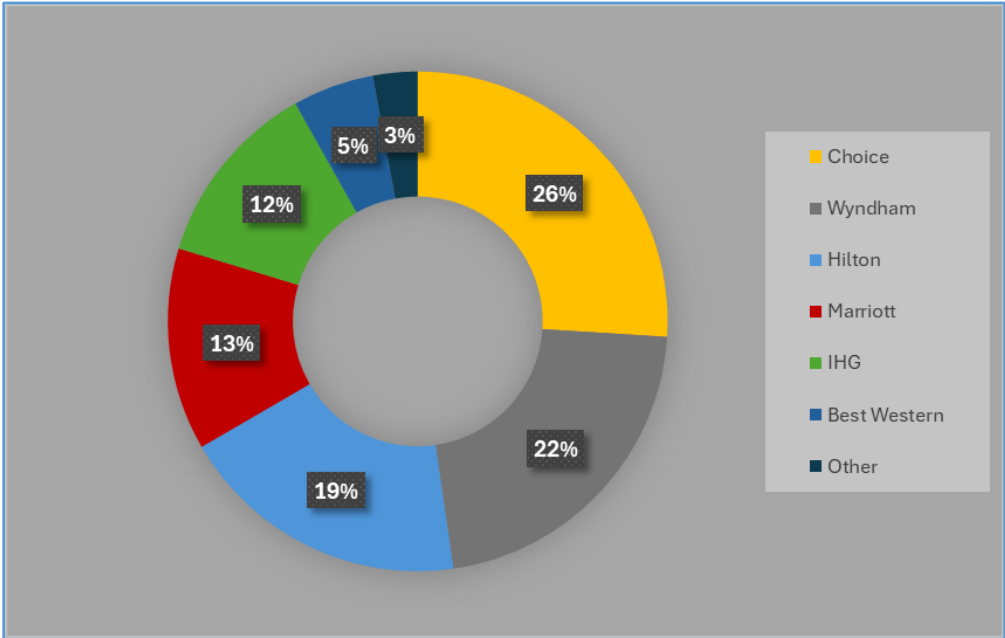


Figure 19 – Brand Market Share (Ankeny)



The category “Other” includes small chains, such as My Place Hotel as well as independent hotels, such as Adventureland Resort and Prairie Meadows Racetrack and Casino Hotel. Overall, various Hilton, Hyatt, Best Western, Choice, and Wyndham brands appear to be well represented in these submarkets. Certain Marriott, IHG, and smaller chain brands appear to be missing or somewhat under-represented currently.

COMPETITIVE SUPPLY

Existing competitors can provide an important basis for understanding how a proposed new hotel may be able to perform in a market. A common measurement of supply in the lodging industry is the number of available guestrooms. HA&A evaluated the existing hotels in the subject’s regional market area and defined the following hotels as the most likely competitive set for the proposed subject hotel.

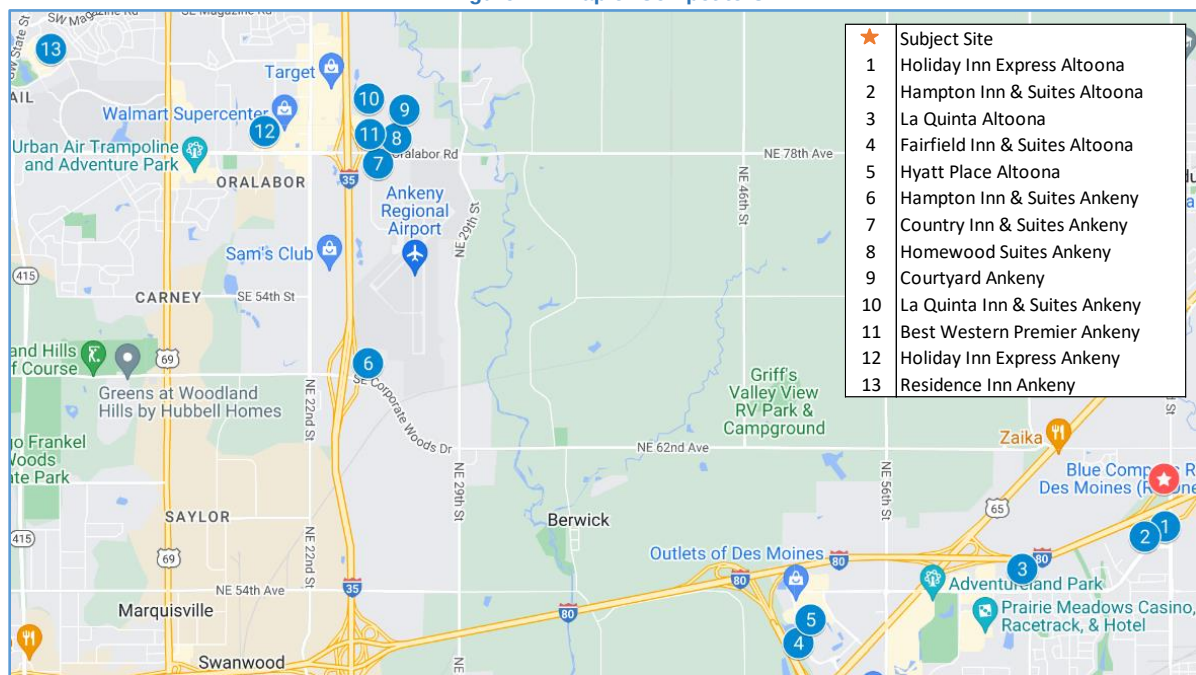
Figure 20 - Competitive Set of Hotels

Hotel Name	Chain Scale	Affiliated	Opened	Rooms	Event Space	Comments
EXISTING COMPETITIVE SUPPLY						
Country Inn & Suites Ankeny	Upper Midscale	Jun-97	Jun-97	63	400	Low RevPAR
La Quinta Inn & Suites Ankeny	Upper Midscale	Sep-22	Jun-05	74	-	Low ADR
Holiday Inn Express & Suites Altoona	Upper Midscale	Mar-07	Mar-07	80	864	
Courtyard Des Moines Ankeny	Upscale	Aug-08	Aug-08	119	6,300	
Hampton Inn & Suites Ankeny	Upper Midscale	Nov-08	Nov-08	77	897	High RevPAR
Homewood Suites by Hilton Ankeny	Upscale	May-15	May-15	92	644	Occupancy Leader
Hampton Inn Altoona	Upper Midscale	Jan-17	Jan-17	90	1,750	ADR Leader
Fairfield Inn & Suites Altoona	Upper Midscale	Apr-17	Apr-17	107	-	
Best Western Premier Ankeny	Upscale	Jul-18	Jul-18	84	1,000	Lowest Occupancy
La Quinta Inns & Suites Altoona	Upper Midscale	Jul-19	Jul-19	80	500	
Residence Inn Ankeny	Upscale	Oct-19	Oct-19	90	528	
Hyatt Place Altoona	Upscale	Jul-20	Jul-20	112	972	High-Quality Construction
Holiday Inn Express Ankeny	Upper Midscale	Sep-22	Sep-22	94	-	Newest Hotel
Total Existing Supply				1,162		
PROPOSED NEW COMPETITIVE SUPPLY						
Subject Property	Upper Midscale		Apr-26	89		Proposed TownePlace Suites
Home2 Suites Altoona	Upper Midscale		Jun-24	90		
Staybridge Suites Ankeny	Upper Midscale		Apr-24	100		
Home2 Suites Ankeny	Upper Midscale		Jul-24	62		
Tru Ankeny	Upper Midscale		Jul-24	71		
Total New Supply				412		35.5%
Total Future Competitive Supply				1,574		
<i>Sources: STR and HA&A</i>						

The existing hotels represent a diverse base of competitive supply, with a range of select-service and limited-service hotels, primarily in the upscale and upper-midscale chain scales.

The following map illustrates where an example hotel could be situated relative to the defined competitive set of existing hotels.

Figure 21 - Map of Competitors



As shown in the preceding map, there are no hotels in Bondurant currently. However, there are several hotels in nearby Altoona and Ankeny that HA&A identified as competitors for this analysis. We evaluated the chain scale, branding, management, rate position, service-level, and location of each hotel before determining whether to include it in the competitive set. The following photographs illustrate the condition and appearance of each competitive hotel's exterior.

Figure 22 – Holiday Inn Express Altoona



Figure 23 – Hampton Inn & Suites Altoona



Figure 24 – La Quinta Altoona



Figure 25 – Fairfield Inn & Suites Altoona



Figure 26 – Hyatt Place Altoona



Figure 27 – Hampton Inn & Suites Ankeny



Figure 28 – Country Inn & Suites Ankeny



Figure 29 – Homewood Suites Ankeny



Figure 30 – Courtyard Ankeny



Figure 31 – La Quinta Inn & Suites Ankeny



Figure 32 – Holiday Inn Express Ankeny



Figure 33 – Best Western Premier Ankeny



Figure 34 – Residence Inn Ankeny



HISTORICAL DEMAND

In addition to our market research and interviews, we analyzed multiple sources of historical demand data. The following figure summarizes annual aggregate performance data provided by STR.

Figure 35 – Historical Lodging Demand

Year	Room Supply	Room Night Supply	% Change	Room Night Demand	% Change	Occupancy	Average Rate	% Change	RevPAR	% Change
2016	505	184,325	--	125,620	--	68.2%	122.63	--	83.58	--
2017	676	246,600	33.8%	149,489	19.0%	60.6%	119.77	-2.3%	72.61	-13.1%
2018	744	271,686	10.2%	171,105	14.5%	63.0%	119.68	-0.1%	75.37	3.8%
2019	826	301,610	11.0%	186,515	9.0%	61.8%	114.76	-4.1%	70.97	-5.9%
2020	922	336,698	11.6%	141,067	-24.4%	41.9%	94.54	-17.6%	39.61	-44.2%
2021	978	356,970	6.0%	190,401	35.0%	53.3%	111.51	18.0%	59.48	50.2%
2022	1,009	368,438	3.2%	225,227	18.3%	61.1%	123.82	11.0%	75.69	27.3%
2023	1,072	391,280	6.2%	252,017	11.9%	64.4%	126.90	2.5%	81.74	8.0%
YTD 2023 thru Feb	1,072	63,248	--	32,834	--	51.9%	109.32	--	56.75	--
YTD 2024 thru Feb	1,072	63,248	0.0%	31,626	-3.7%	50.0%	119.74	9.5%	59.87	5.5%
Historical Annual Growth Rates			11.4%		10.5%			0.5%		-0.3%
Sources: STR and HA&A										

Over the historical period shown, the subject market experienced a sharp decline in 2020 due to travel restrictions pertaining to the coronavirus pandemic. However, demand rebounded rapidly through much of 2021, 2022, and 2023. Moderate declines in demand have occurred throughout 2024, based on year-to-date figures.

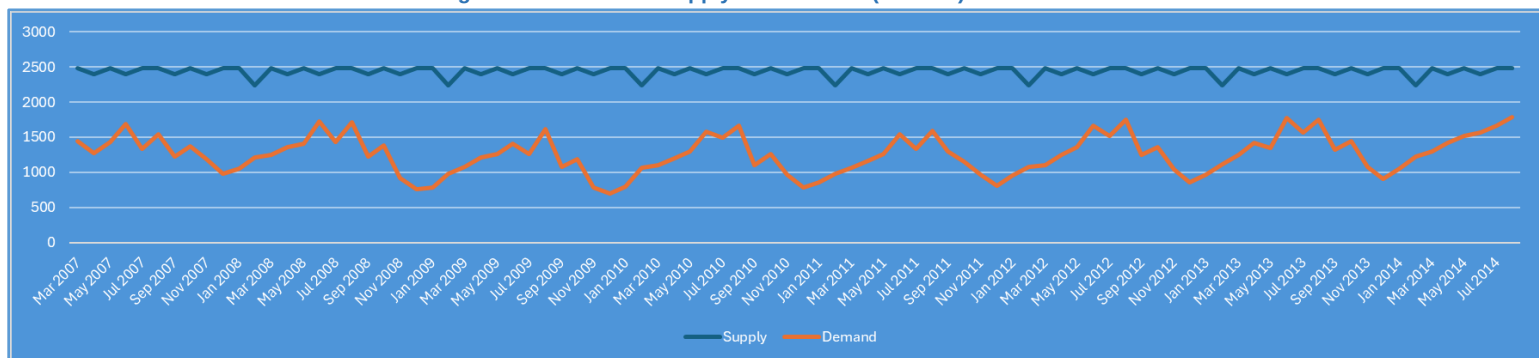
Historically, ADR growth has been modest in this competitive set. Rate declines occurred in four of the past eight years. Significant ADR growth has occurred throughout some months of

2024, reflecting elevated inflation levels and the higher rate positions of some newly constructed competitors.

ALTOONA SUBMARKET

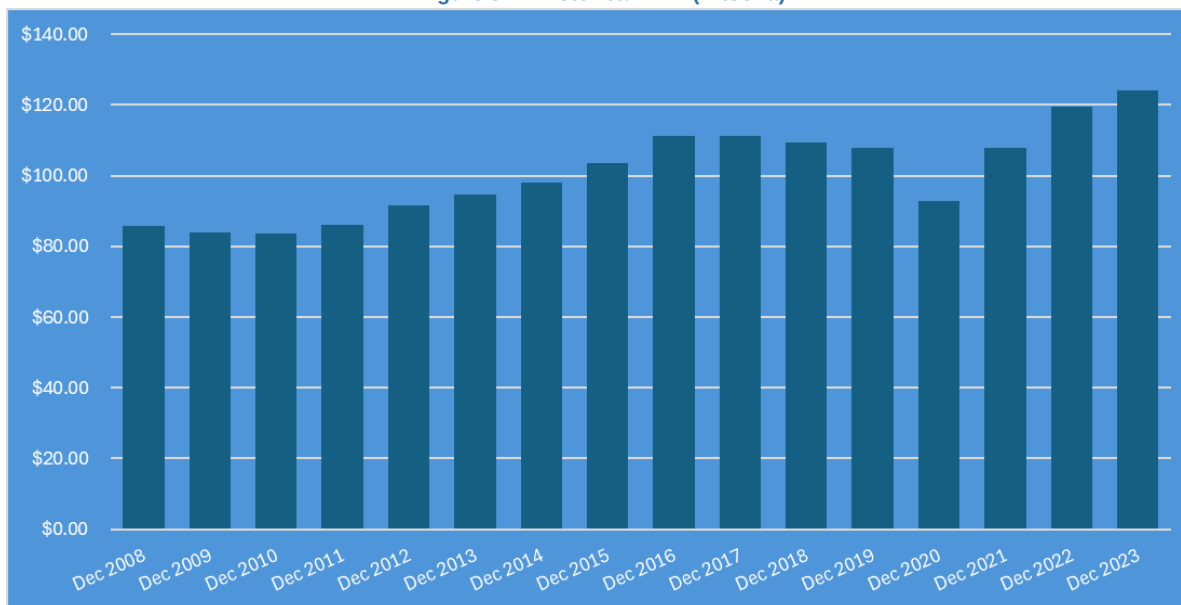
The following figure illustrates historical hotel room supply and hotel room night demand in the Altoona submarket. The pattern shows significant seasonality for demand.

Figure 36 – Historical Supply and Demand (Altoona)



The following figure shows how the ADR in this submarket has been gradually increasing historically, except during Covid, when ADR declined locally and nationally. Each bar represents a trailing-12-month, annual ADR for this submarket.

Figure 37 – Historical ADR (Altoona)

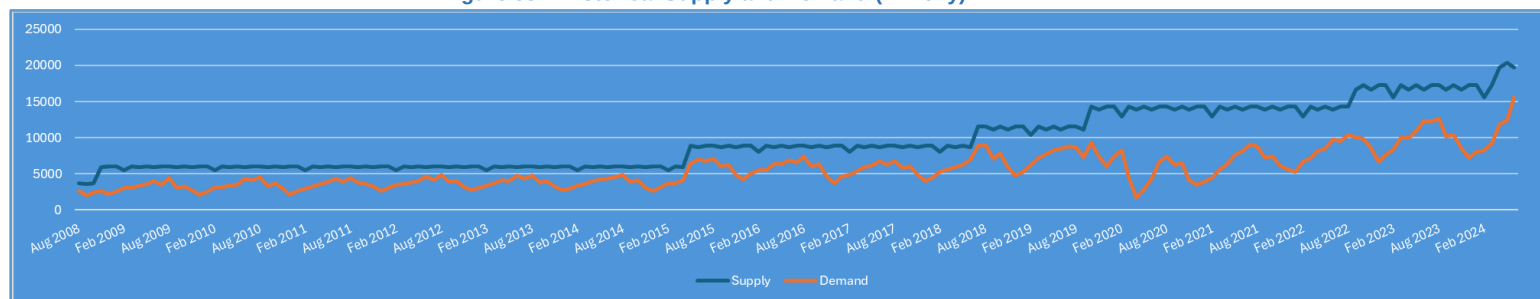


ANKENY SUBMARKET

The following figure illustrates historical hotel room supply and demand in the Ankeny submarket. The trend illustrates substantial growth in both supply and demand in this

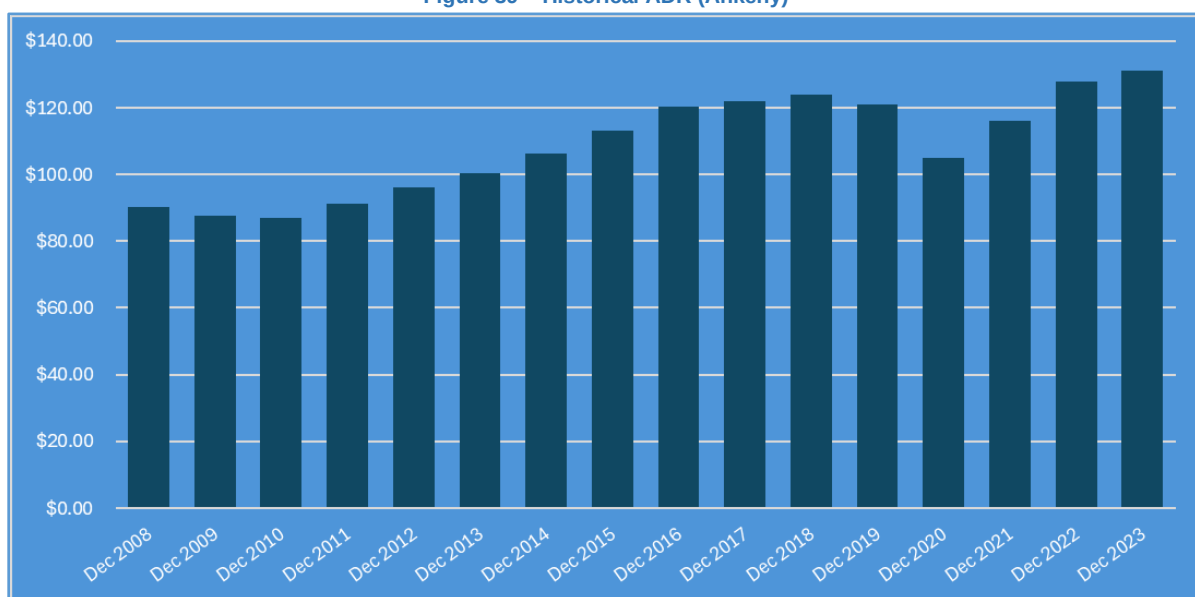
submarket. Additionally, new supply is also planned and is expected to open within the next several months.

Figure 38 – Historical Supply and Demand (Ankeny)



The following figure shows how the ADR in this submarket has been gradually increasing historically, except during Covid, when ADR declined locally and nationally. Recent ADR figures in this Ankeny submarket are similar to, but slightly higher than, ADR levels in the Altoona submarket.

Figure 39 – Historical ADR (Ankeny)



DEMAND SEGMENTATION

Most lodging markets experience demand in multiple categories or segments. Commercial or business travelers typically seek single rooms for short durations, and often travel on weekdays. Leisure travelers typically seek rooms with multiple beds or suite layouts, and often travel on weekends or during holiday periods. Meeting and group travelers are part of a traveling cohort that books at least ten guestrooms in a single contract. Extended-stay guests typically seek out all-suite properties with kitchen appliances and book stays for five nights or longer. The following figure summarizes our estimates of demand segmentation within this market and at each of the hotels in the defined competitive set.

Figure 40 - Demand Segmentation Estimates

Property Name	Commerical	Leisure	Group	Extended-Stay
TOTAL MARKET	59%	26%	9%	6%
Hampton Inn Altoona	60%	30%	10%	0%
Homewood Ankeny	35%	20%	5%	40%
Hampton Inn Ankeny	60%	30%	10%	0%
Hyatt Place Altoona Des Moines	60%	30%	10%	0%
Fairfield Inn & Suites Altoona	60%	25%	10%	5%
Courtyard Ankeny	70%	25%	5%	0%
La Quinta Altoona	55%	25%	15%	5%
La Quinta Inn & Suites Ankeny	60%	25%	10%	5%
Country Inn & Suites Ankeny	60%	25%	10%	5%
Holiday Inn Express & Suites Altoona	60%	25%	10%	5%
Holiday Inn Express & Suites Ankeny	65%	25%	5%	5%
Best Western Premier Ankeny	70%	25%	5%	0%
Residence Inn Ankeny	30%	20%	5%	45%

Source: HA&A Estimates

The commercial demand segment represents the largest source of demand, as is common in most markets. Leisure demand is particularly strong in certain months, reflecting the location of this submarket that offers proximity to several major leisure attractions, recreational activities, and sporting events. Group demand is limited and primarily related to small corporate meetings, sports groups, festivals, and social functions. Extended-stay demand is also expanding in this market, as residential transactions increase, and housing shortages persist regionally and nationally. Medical sector growth, new construction projects, specialized contract workers, and residents relocating or searching for housing represent sources of extended-stay demand in the market.

UNACCOMMODATED DEMAND

In addition to the basic demand growth resulting from economic trends in the local and national economies, HA&A also investigated the potential for demand growth from sources of previously unaccommodated demand. Later in this report we also discuss potential sources of induced demand.

Due to the mix and proximity of a few commercial demand generators, as well as compression from sell-out nights at regional hotels, this market experiences strong mid-week and weekend occupancies six months of the year. The following figure illustrates seasonal demand patterns

in the subject market. Occupancies above 70 percent are highlighted to indicate the likely presence of pent-up³ demand that has historically been unaccommodated in this market.

Figure 41 - Unaccommodated Demand

Occupancy (%)							
	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Mar - 23	31.9	61.7	70.1	69.1	59.5	75.4	68.6
Apr - 23	36.6	66.5	69.9	72.2	68.6	69.1	77.2
May - 23	41.6	56.7	69.8	74.7	74.7	82.7	90.9
Jun - 23	50.0	78.8	90.3	88.0	79.1	85.1	91.3
Jul - 23	64.5	72.8	73.1	78.5	73.5	85.3	92.9
Aug - 23	53.9	73.6	83.4	83.9	74.9	82.9	85.8
Sep - 23	39.1	60.0	74.0	75.2	68.9	74.6	78.0
Oct - 23	41.4	62.4	68.4	71.0	69.7	68.1	76.2
Nov - 23	32.3	57.2	62.2	63.4	56.1	64.1	65.6
Dec - 23	32.0	51.7	56.2	55.8	44.1	40.6	44.9
Jan - 24	27.8	46.8	57.7	60.2	44.8	40.6	40.3
Feb - 24	25.5	52.5	60.7	65.7	54.0	57.6	62.3
Total Year	40.1	61.6	69.7	71.4	64.1	68.9	72.9

These patterns are indicative of significant, seasonal volumes of unaccommodated demand. As new supply enters the market, the new guestrooms will allow some of this and other historically unaccommodated demand to be accommodated. New supply will likely have some negative effect on overall market occupancies, as is typical in any market. However, the unaccommodated demand detected in this market should moderate the impact of new supply on existing competitors.

INDUCED DEMAND

If certain events or economic development initiatives are scheduled to cause a permanent increase or decrease in demand in a market, then hotel experts often model the effects of such events as “induced demand” or demand that is triggered by a specific act. Common examples include the construction of a convention center, the introduction of a new hotel brand or product not currently offered in the market, or the expansion of a local factory. We considered the following three major categories of potential induced demand.

- **Iowa Rush Soccer Club** – This organization provides a variety of youth soccer programming and tournaments in the market area. The organization is considering a possible facility development in Bondurant. Based on preliminary projections, Iowa Rush estimates the new facilities and programs would attract approximately 57,000 room nights of lodging demand annually. Based on our discussions with the client, we do not include this potential source of demand in this report’s projections. It represents significant upside potential to our demand projections.

³ We refer to demand that was unable to be accommodated, due to lack of available guest rooms, as “unaccommodated” or “pent-up” demand throughout this report.

- **Industrial & Commercial Business Attraction/Expansion** – Bondurant has recently approved, and is currently planning, a wide variety of industrial and commercial business attraction projects. These range from new industrial parks to major expansion projects planned by existing employers. We have incorporated these sources of potential future demand growth into our basic demand growth projections. As such, we do not double-count this demand as “induced demand” in this section of our report.
- **New Hotel Products** – HA&A identified several new hotels in the market area that are planned or currently under construction. Based on our review of these hotels and various characteristics of the new hotels, we estimate these projects will induce significant additional lodging demand to the market area.

We expect the proposed new subject hotel will induce some demand that is currently not being accommodated in the competitive set, irrespective of the brand selected by the developer. Several newly constructed hotels, or hotels under construction, will also induce lodging demand in the broader market area. These new hotels include the Home2 Suites Altoona, Home2 Suites Ankeny, the Tru by Hilton Ankeny, and the Staybridge Suites by IHG in Ankeny. The following figure shows our estimates of induced demand for the competitive sets market.

Figure 42 – Induced Demand Analysis

Sources of Induced Lodging Demand	Induced Room Nights
Proposed Subject Property	32,485
% Induced	30%
Proposed Subject Property Induced Demand	9,746
Proposed Hilton Brands	81,395
% Induced	25%
Proposed Hilton Brand Induced Demand	20,349
Proposed Staybridge Suites	36,500
% Induced	30%
Proposed Subject Property Induced Demand	10,950
Total Induced Demand	41,044

The proposed new supply and related development initiatives in the area are expected to lead to continued demand growth in this market. We estimated induced demand from the opening of the subject property and the other hotel brands identified in the preceding figure. For the purpose of this analysis, we account for lodging demand growth from other sources in our selected overall demand growth rates for the market.

COMPETITIVE RANKING

HA&A estimated how individual hotels in the defined competitive set perform. Our ranges are based on year-end 2023 estimates. The following figure summarizes our estimates for each of the hotels in the defined competitive set.

Figure 43 - Estimated Performance of Competitors in 2023

Competitors	Room Supply	Occupancy	ADR	RevPAR
Homewood Ankeny	92	75-80%	\$140-145	\$105-110
Hampton Inn Ankeny	77	70-75%	\$135-140	\$100-105
Hampton Inn Altoona	90	65-70%	\$140-145	\$95-100
Holiday Inn Express & Suites Altoona	80	70-75%	\$130-135	\$90-95
Holiday Inn Express & Suites Ankeny	94	70-75%	\$130-135	\$90-95
Fairfield Inn & Suites Altoona	107	60-65%	\$130-135	\$85-90
Courtyard Ankeny	119	60-65%	\$115-120	\$75-80
La Quinta Altoona	80	75-80%	\$100-105	\$75-80
Hyatt Place Altoona Des Moines	112	50-55%	\$135-140	\$70-75
La Quinta Inn & Suites Ankeny	74	60-65%	\$95-100	\$60-65
Country Inn & Suites Ankeny	63	50-55%	\$110-115	\$55-60
Best Western Premier Ankeny	84	40-45%	\$110-115	\$45-50
Total	1,072	64%	\$127	\$82
Source: HA&A Interviews				

We estimate that hotels in the competitive set experienced annual occupancies in 2023 in the range of 40 percent to 80 percent, with ADRs between \$95 and \$145. The competitive positioning of the subject property's occupancy and ADR will depend on site selection, branding, amenities, room count, construction quality, and hotel design.

OCCUPANCY AND ADR PROJECTIONS CONCLUSION

The market area's top performer is an upscale, extended-stay chain hotel. The majority of new supply planned in the area is also in the extended-stay segment, which is consistent with national trends we have observed. Please refer to the Addendum of this report for our projections pertaining to one possible development scenario, referred to as Scenario A in the Addendum.

6. FINANCIAL PROJECTIONS

OVERVIEW

The proposed subject property can be evaluated based on its potential to produce an income stream, or earnings before interest, taxes, depreciation, and amortization (EBITDA). This income stream can be determined by projecting a series of revenue and expense line items, as outlined in the Uniform System of Accounts for the Lodging Industry⁴. In this section, we project these various line items.

Our preceding analysis of supply and demand serves as the basis for determining the project's rooms revenue, which is typically a hotel's largest revenue line item. To determine other potential revenue line items, we evaluated the hotel's development plan, anticipated design, and various amenities and services planned for the proposed hotel. Moreover, we evaluated numerous comparable hotel properties and a database of proprietary hotel financial statistics, to determine the most appropriate ratios and metrics for our projections of various revenue and expense line items.

Certain expense line items required additional analysis, which we discuss throughout this chapter. Specifically, our property tax projections are based on an analysis of local taxing rules and millage rates. Franchise fees depend on the specific brand assumption and current terms in relevant franchise disclosure documents. Our replacement reserve expense assumption is based on our review of national trends and a review of published surveys and investor interviews. Our management fee assumption is based on our knowledge of local and regional trends as well as an analysis of hundreds of hotel management contracts for similar properties around the country.

⁴ Uniform System of Accounts for the Lodging Industry, 11th Revised Edition, American Hotel & Lodging Education Institute, 2019.

COMPARABLE FINANCIAL STATEMENTS

HA&A reviewed several financial operating statements from existing hotels that operate in comparable markets. The following figures summarize the financial operations of these comparable hotels, presented in three ways. Firstly, we show the revenue and expense performance of each comparable hotel as measured by each line item's ratio to total operating revenues.

Figure 44 - Comparable Financials (Ratio to Sales)

Revenue and Expense Ratios	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Revenues					
Rooms	97.8%	96.6%	98.7%	98.4%	97.9%
Other Operated	2.2%	2.9%	0.7%	1.1%	0.5%
Miscellaneous Income	0.0%	0.6%	0.6%	0.5%	1.6%
Total	100.0%	100.0%	100.0%	100.0%	100.0%
Departmental Expenses					
Rooms	22.8%	22.7%	23.3%	22.6%	21.9%
Other Operated	27.3%	97.8%	50.3%	41.5%	62.4%
Total	22.9%	24.7%	23.4%	22.7%	21.8%
Departmental Income	77.1%	75.3%	76.6%	77.3%	78.2%
Undistributed Operating Expenses					
Administrative & General	9.6%	10.3%	9.7%	5.6%	8.8%
Information & Telecommunication	2.4%	0.5%	1.8%	1.3%	1.2%
Marketing (includes franchise fee)	14.7%	10.7%	12.9%	12.9%	12.4%
Property Operations & Maintenance	5.4%	2.9%	5.2%	4.0%	3.7%
Utilities	4.2%	4.4%	3.1%	2.4%	2.3%
Total	36.3%	28.7%	32.7%	26.3%	28.4%
House Profit	40.8%	46.6%	43.9%	51.1%	49.8%

Secondly, we show the revenue and expense performance of each comparable hotel as measured by each line item's amount per available room (PAR). Based on our experience, this measure is particularly useful when evaluating expenses in the Administrative and General line item. It can also be useful when comparing the Information and Telecommunications line item, the Property Operations and Maintenance line item, and the Utilities expense line item.

Figure 45 - Comparable Financials (PAR)

Per Available Room	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Revenues					
Rooms	\$ 36,947	\$ 30,430	\$ 36,373	\$ 40,364	\$ 31,637
Other Operated	848	907	272	449	167
Miscellaneous Income	0	180	203	188	502
Total	37,795	31,517	36,848	41,002	32,307
Departmental Expenses					
Rooms	8,428	6,901	8,487	9,109	6,939
Other Operated	231	887	137	187	104
Total	8,659	7,788	8,624	9,296	7,043
Departmental Income	29,136	23,730	28,224	31,706	25,263
Undistributed Operating Expenses					
Administrative & General	3,618	3,237	3,557	2,300	2,841
Information & Telecommunication	924	146	677	536	377
Marketing (includes franchise fee)	5,550	3,368	4,751	5,289	4,005
Property Operations & Maintenance	2,024	909	1,900	1,643	1,198
Utilities	1,602	1,376	1,150	999	755
Total	13,717	9,037	12,035	10,767	9,176
House Profit	15,418	14,693	16,188	20,938	16,087

Revenues and expenses per available room can vary significantly based on a property's room count and location. The size and extent of a hotel's amenities and services can also have a significant impact on these line items.

Thirdly, we show the revenue and expense performance of each comparable hotel as measured by each line item's amount per occupied room (POR). Based on our experience, this measure is particularly useful when evaluating all revenue line items. It can also be a helpful check for reasonableness when positioning the Rooms department expense line item.

Figure 46 - Comparable Financials (POR)

Per Occupied Room	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5
Revenues					
Rooms	\$ 134.00	\$ 110.00	\$ 128.00	\$ 141.00	\$ 135.00
Other Operated	3.08	3.28	0.96	1.56	0.72
Miscellaneous Income	0.00	0.65	0.71	0.66	2.15
Total	137.49	114.06	129.31	142.76	138.12
Departmental Expenses					
Rooms	30.66	24.97	29.79	31.72	29.67
Other Operated	0.84	3.21	0.48	0.65	0.45
Total	31.50	28.18	30.27	32.37	30.11
Departmental Income	105.99	85.88	99.05	110.39	108.00
Undistributed Operating Expenses					
Administrative & General	13.16	11.71	12.48	8.01	12.15
Information & Telecommunication	3.36	0.53	2.38	1.87	1.61
Marketing (includes franchise fee)	20.19	12.19	16.67	18.41	17.12
Property Operations & Maintenance	7.36	3.29	6.67	5.72	5.12
Utilities	5.83	4.98	4.04	3.48	3.23
Total	49.90	32.70	42.24	37.49	39.23
House Profit	56.09	53.17	56.81	72.90	68.78

ADDITIONAL SUPPORT FOR CERTAIN REVENUES AND EXPENSES

Certain revenue and expense line items are affected more by specialized local conditions or industry trends and an analysis of those local conditions may be more relevant than the evaluation of how comparable hotels perform in other markets. As such, an analysis of financial operating statements from comparable hotels may not be adequate to understand these line items. The following line items required additional research and analysis.

FRANCHISE FEE

Franchise fees are periodic charges incurred by a franchisor in exchange for certain rights and branding benefits. Franchise fees generally consist of royalty and marketing fees. These fees are typically calculated as a percentage of specific revenue line items. Since the hotel concept has not been defined at the time of this report, it is not possible to accurately project

franchise fees. Depending on the hotel's design and brand, annual franchise fees are expected to range between 0 percent and 15 percent of rooms revenue.

MANAGEMENT FEE

Based on our discussions with the client, the developer and operator have not been determined at this time. So, no management contract has been finalized. We assume the developer will retain an experienced hotel management company to operate the proposed hotel. Based on our review of hundreds of management contracts and interviews with dozens of management companies actively pursuing contracts of this nature, we conclude that market conditions currently support an assumption of a 3.0 percent⁵ management fee for a property of this type, which is reflected in our analysis.

PROPERTY TAXES

HA&A analyzed property tax rates in the subject's jurisdiction as well as recent assessment levels of comparable hotels in Polk County. The following figure summarizes current assessment levels of several comparable hotels in this market.

Figure 47 - Comparable Hotel Property Tax Assessments

Property	Number of Rooms	Land	Improvements	Total
Total Assessment				
La Quinta Inn & Suites Altoona	80	554,000	4,386,000	4,940,000
Homewood Suites Ankeny	92	971,000	5,449,000	6,420,000
Courtyard Ankeny	119	2,150,000	5,890,000	8,040,000
Fairfield Inn Altoona	107	948,000	5,812,000	6,760,000
Hampton Inn & Suites Ankeny	77	1,130,000	4,780,000	5,910,000
Assessment Per Room				
La Quinta Inn & Suites Altoona	80	6,925	54,825	61,750
Homewood Suites Ankeny	92	10,554	59,228	69,783
Courtyard Ankeny	119	18,067	49,496	67,563
Fairfield Inn Altoona	107	8,860	54,318	63,178
Comfort Inn	77	14,675	62,078	76,753
Positioning				
Subject Property / Rm	89	4,270	56,000	60,270
Subject Property Total	89	380,000	4,984,000	5,364,000

The preceding figure shows per-room assessment levels of certain comparable and competitive hotels. We assume that the proposed subject property's assessment will be

⁵ Management fees are typically calculated as a percentage of a hotel's total operating revenue for limited-service properties of this type.

consistent with the range exhibited. Depending on the hotel's site and design, it could be subject to various property tax liabilities. We show one possible assessment assumption that we conclude would be reasonable for the Scenario A assumptions summarized in the addendum to this report. However, if different development assumptions become applicable, then the property tax analysis will need to be revised. Furthermore, we advise the developer to discuss the project in more detail with the local assessor or a local tax professional if additional support for this assumption is desired.

Applying the most recently published tax rate to our estimates of the proposed subject property's assessed value allowed us to estimate real property tax liabilities. We estimated these annual tax liabilities, as shown in the following figures. The property taxes calculated may apply to one possible hotel development scenario, as calculated for Scenario A, shown in the Addendum. Revisions will be needed if hotel site and development assumptions differ.

Figure 48 – Real Property Tax Rate

Tax Year	Payable Year	Tax Rate Real Property
2021	2022/2023	0.03762
2022	2023/2024	0.03772
2023	2024/2025	0.03710

Figure 49 – Subject Property Tax Projections

Property Tax Projections						
Assessed Values				Value	Tax Rate	Tax
Year	Land	Improvements	Total	Change	Real Property	Projection
2026/27	418,342	-	418,342	--	0.0371	15,522
2027/28	430,892	3,390,895	3,821,788	813.6%	0.0371	141,805
2028/29	443,819	5,821,037	6,264,856	63.9%	0.0371	232,453
2029/30	457,134	5,995,668	6,452,802	3.0%	0.0371	239,426
2030/31	470,848	6,175,538	6,646,386	3.0%	0.0371	246,609

Property tax bills in Polk County, Iowa, are paid in arrears, which means that the taxes paid in the current year represent the taxes owed for a prior assessment date. Property tax payments are due twice, in September of the year following the assessment year, and in March of the following year. Because property taxes are paid in arrears in the subject property's jurisdiction, we anticipate that the property tax liability for the first and second operating years will be lower than the long-term level, because assessed values will reflect an assessment date, in the beginning of 2025 and 2026 when the hotel will only be partially

constructed. So, tax liabilities in 2026/2027 will be calculated on this lower assessment basis reflecting no hotel improvements on the land. In 2027/2028, the hotel's taxes will be based on an assessment from early 2026, when improvements will be partially constructed. Therefore, we project property taxes on the improvements will increase substantially between the first and third operating years. Thereafter, we assume property tax liabilities will grow roughly in line with inflation.

REPLACEMENT RESERVE

Hotel owners and investors typically assume a replacement reserve as an annual operating expense, regardless of whether these expenses are actually incurred in any particular year. Based on our interviews of market participants, typical replacement reserves range between 2.0 percent and 8.0 percent of a hotel's total revenues. Based on an historical US Realty Consultant, Inc. Investor Survey, the replacement reserve expenditures at hotels in the United States has ranged between 4.0 percent and 7.0 percent of gross revenues for similarly positioned hotels. Based on our review of underwriting documents from numerous buyers and lenders currently active in the hotel market, we have observed replacement reserve assumptions that are most typically 4.0 percent of total revenues.

Based on the type of project under consideration, we assume a replacement reserve equal to 4.0 percent of total revenues is appropriate for the subject property. As is common in the hotel industry, the reserve expense often ramps up from a lower percentage in the first and second operating years, to this stabilized percentage in the third year of operations and thereafter. We apply this as a fixed expense in our analysis. This assumption is consistent with our assumption that the proposed subject property's performance will stabilize, and not decline, as the property ages.

FINANCIAL PROJECTIONS

We developed detailed projections of revenue and expense line items for one possible development scenario of a proposed hotel in Bondurant. Please refer to the Addendum for the detailed, ten-year projections applicable to Scenario A.

7. ASSUMPTIONS AND LIMITING CONDITIONS

Hotel Appraisers & Advisors states that this report is subject to the following assumptions and limiting conditions, which are typical within our industry.

1. This report is intended to be used in whole and not in part.
2. None of the materials contained within this report may be reproduced without our consent.
3. This report cannot be distributed to the public and cannot be used by parties other than those identified as intended users, without our consent.
4. We are not required to give testimony or appear in court or conduct any additional work beyond this report, unless previously or subsequently agreed upon.
5. We are not responsible for information that becomes available, or events that occur, after the date of inspection shown in this report.
6. We assume all information, documents, data, and opinions provided by other parties are accurate and true. We assume no liability resulting from misinformation.
7. We based our analysis on certain analyses, assumptions, estimates, and forecasts pertaining to the local and national economy, which may be subject to change. Market trends and economic conditions are sometimes subject to severe volatility that are not foreseen. We do not warrant that our estimates or projections will be attained; rather, we develop them, based on information obtained during our market research, in a manner intended to reflect the expectations of typical market participants as of the date of our inspection.
8. We assume the subject property is (or will be) in full compliance with all federal, state, and local laws as well as all applicable private codes, laws, licenses, policies, and regulations as of the opening date. This includes any applicable liquor licenses as well as the American Disabilities Act (ADA), which became effective on January 26, 1992 and has since been updated.
9. We assume all codes, laws, policies, rules, and regulations affecting the subject property, as discovered during our inspection, will continue unless otherwise stated.
10. We assume all agreements, certificates, licenses, and permits can be freely renewed or transferred to a purchaser, unless otherwise noted.
11. We assume there are (and will be) no building violations, encroachments, leases, liens, mortgages, or zoning violations encumbering the subject property, unless otherwise noted.
12. Information and numbers shown throughout this report may be subject to small rounding errors, for the purpose of reporting and formatting consistency, as most numbers are rounded to the nearest one-tenth of one percent.
13. A market study reflects an opinion of market potential rather than a proof or a mathematical truth. As such, this report should be interpreted as a discussion of our opinions and how we developed those opinions. Our opinions and conclusions include subjective elements and may be influenced by our knowledge, experience, and other factors. This is not an appraisal report.

14. All parties agree that our liability is limited to the amount of the fee we received as liquidated damages. Our responsibility is limited to the client and use of this report by other parties is solely at the risk of the client and those other parties.
15. The use of this report is subject to the terms and conditions stated in the engagement letter for this assignment.
16. We are not professional cost estimators, engineers, inspectors, surveyors, or attorneys. Nothing in this report should be interpreted as such. We assume no responsibility for matters of a legal nature. We do not render any opinion of title. We assume the subject property is marketable and free of any deed restrictions, encroachments, and easements, unless otherwise noted; we evaluate the property as free and clear unless otherwise noted. We have made no survey of the property and do not assume responsibility for such matters. Any images or photographs included in this report are intended to help the reader visualize the property and characteristics of the subject market. We assume the use of the described real estate is within the boundaries of the subject property. We have not considered the presence of potentially hazardous materials. The appraisers are not qualified to detect hazardous substances. We assume there are no hidden or unapparent conditions of the property that affect its market potential. We assume no responsibility for such conditions or for any work by engineers, cost estimators, inspectors, surveyors, attorneys, or other experts that may be required to discover them. We recommend the client retain such experts if these items are uncertain or undetermined.
17. Hotel Appraisers & Advisors, LLC prepared this report. All conclusions, discussions, opinions, and recommendations expressed during this assignment are rendered by employees or contractors of Hotel Appraisers & Advisors, LLC as employees or contractors and not as individuals.

8. CERTIFICATION

In accordance with the standards rules identified by the Appraisal Institute, the undersigned certify that, to the best of our knowledge and belief, the following:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions, limiting conditions, and assignment conditions and are our unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Hans Detlefsen, MPP, MAI did not conduct market study regarding the subject property, within the two-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the subject property or to parties involved with this assignment.
6. Our engagement in this assignment was not contingent on developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent on the development or reporting of a predetermined value, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this market study.
8. This report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Hans Detlefsen inspected the subject site on April 3, 2024.
10. Devanjali Luthra provided significant market research and report-writing assistance to the person signing this certification.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Uniform Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
13. As of the date of this report, Hans Detlefsen, MPP, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.



Hans Detlefsen, MPP, MAI
President
Hotel Appraisers & Advisors, LLC
hdetlefsen@hotelappraisers.com

9.ADDENDUM

SCENARIO A – TOWNEPLACE SUITES BY MARRIOTT

Based on our research, HA&A identified a site along Interstate 80 as one of the potential sites for the proposed hotel development in Bondurant. We conclude that an experienced hotel developer would likely consider a national, extended-stay brand to maximize the development potential for a hotel in Bondurant, Iowa. We recommend the prospective hotel developer should consider identifying a roughly two-acre, rectangular site. The ideal site should have excellent access to and from the interstate; it should feature convenient ingress and egress routes; and it should have good visibility from Interstate 80. Meeting these site parameters will be important for attracting most nationally branded hotel chains. We recommend targeting a nationally branded, extended-stay, upper midscale chain, such as TownePlace Suites by Marriott. The following figure shows one possible exterior rendering of such a hotel.

Figure 50 – TownePlace Suites – Exterior Rendering



The performance projections in this report assume the selection of an excellent site along Interstate 80. While much of the market research, supply analysis, demand analysis, and trends are also applicable for the Grain Silo Site, the reader should assume revised performance projections would be needed for that scenario. We further assume the proposed

hotel will be within the extended-stay segment of the upper-midscale⁶ chain scale. For this analysis, we give primary consideration to TownePlace Suites by Marriott and similar national brands. We recommend the developer retains a third-party, professional hotel management company to operate the hotel. We assume that the development of the proposed hotel will commence in the Spring of 2025 and the property will be open and operational by April 1, 2026. For this analysis, we assume the hotel will include 89 guestrooms, featuring a mix of studio and one-bedroom suites.

Figure 51 - Projection of Subject's Occupancy & ADR

Subject Property Performance			
Year	Occupancy	ADR	RevPAR
2026/27	63%	\$149.51	\$94.19
2027/28	71%	154.00	109.34
2028/29	73%	158.62	115.79
2029/30	74%	163.38	120.90

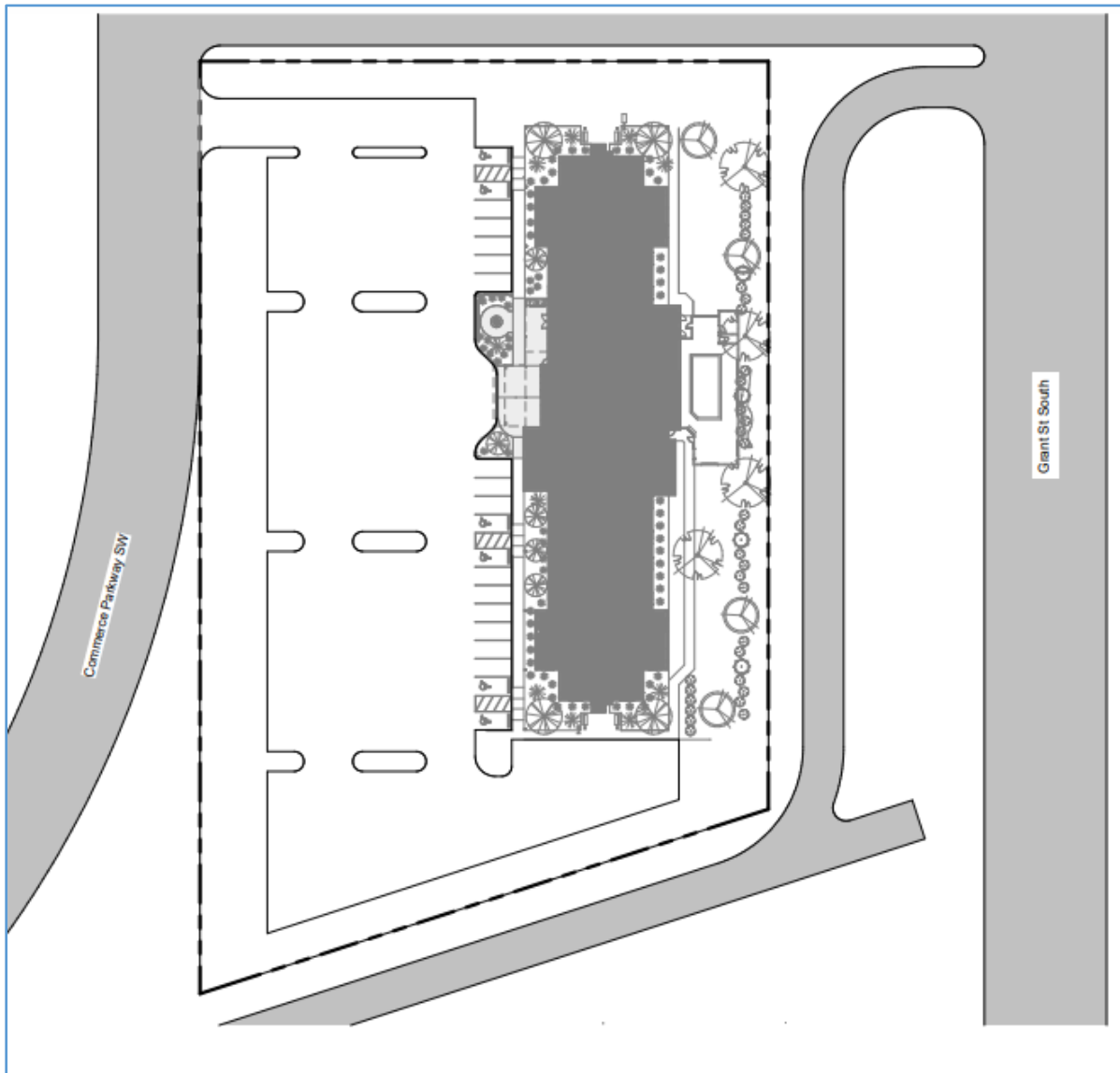
The performance projections reflect a newly developed, upper-midscale, extended-stay hotel, with an advantageous location along Interstate 80. We assume that the hotel's design, amenities, furniture, fixtures, equipment, and finishes will feature a quality level consistent with STR's upper-midscale chain scale classification.

SITE OVERVIEW

One potential hotel site under consideration includes a single parcel with a property identification number: 231/00001-014-036. The site shape is irregular and is approximately 2.56 acres, or 110,913 square feet, in size. The following image shows a potential site layout for the proposed hotel on one potential development site just west of Iowa Highway 945, also known as NE 72nd Street.

⁶ Smith Travel Research (STR) classifies all hotel chains in the United States into six chain scales, based on each brand's system-wide average daily rate. The "upper midscale" chain scale is the fourth highest chain scale and features well-known hotel brands such as GrandStay Hotels by GrandStay Hotels, LLC and TownePlace Suites by Marriott.

Figure 52 – Site Layout for Proposed Hotel (Scenario A)



The potential subject site is bounded by a newly paved access road on the north, vacant land on the south, Grant Street South on the east, and Commerce Parkway SW on the west. The following photograph shows the condition of this potential development site.

Figure 53 – View of the Subject Site



SITE CHARACTERISTICS

The following figure illustrates a few significant characteristics that this site along Interstate 80 offers.

Figure 54 – Subject Site Characteristics

Summary of Important Site Characteristics	
Size (Acres)	Approximately 2.56 acres (110,913 square feet)
Parcel Number	231/00001-014-036
Access	via access road perpendicular to Grant Street South
Configuration	Irregular
Easements	We are not aware of any easements negatively affecting value.
Encroachments	We are not aware of any encroachments negatively affecting value.
Flood Zone	Zone X - designates areas that are above the 0.2 percent flood elevation, also known as the 500-year floodplain.
Hazards and Nuisances	We were not informed of any hazards or nuisances, nor did we identify any during our site inspection. Because we are not experts in this field, we do not warrant the absence of hazardous waste or other hazards or nuisances that may be present. We recommend the reader obtain an independent analysis by qualified experts.
Soil and Subsoil	Geological and soil reports were not provided to us during the preparation of this report. Although we did not observe any extraordinary appearances of the subject site's surface, we are not qualified to evaluate soil and subsoil conditions. We recommend the reader obtain an independent
Utilities	According to the developer, the subject site will be served by all necessary utilities.
Zoning	C2- General Commercial - designed and intended to allow Hotel, Restaurant and Bar and Retail use

HOTEL FACILITY SUMMARY

Three out of four new hotels⁷ which are currently under construction in the market area include extended-stay hotels, which is approximately 78 percent of the new supply. Moreover, the top performer⁸ in the market area is Homewood Suites Ankeny, which is an upscale extended stay brand by Hilton. Although this upscale chain is the top performer, brands in the upper-

⁷ Refer to New Supply on page 34

⁸ Refer to Ranking Table on page 48

midscale chain scale are typically considered more feasible for development, as they require somewhat smaller development budgets – both in total and per guestroom. Therefore, based on our research of the market area, we recommend a nationally branded upper-midscale, extended-stay, lodging facility.

Meeting space is generally a “loss leader” and designing additional meeting space beyond brand standard requirements typically reduces the financial feasibility of a hotel development. Based on our research⁹ of the competitive set and their meeting space offerings, most hotels offered meeting spaces ranging between 450 square feet and 1,000 square feet, except the Courtyard by Marriott in Ankeny, which offers 6,300 square feet of meeting space. ***If public funds are available to support the construction of a larger meeting or conference space within the proposed hotel, then this should be strongly considered in Bondurant.*** However, in the absence of direct financial subsidies, HA&A recommends approximately 500 square feet of meeting space, or an amount that minimally complies with brand standards, for the proposed hotel. The following figure summarizes this and other facility recommendations.

⁹ Supply and Demand Chapter page 34

Figure 55 - Facility Program Recommendations

BUILDING PROGRAM		
ROOM MIX	Sq. Ft. (approx)	Units
Studio King	318	45
Studio Queen/Queen	430	29
One Bedroom Queen/Queen Suite	442	15
Total Guest Rooms		89
FOOD & BEVERAGE		
Breakfast Area		
Market Pantry		
MEETING SPACE		Square Feet
Meeting Room		500
RECREATIONAL FACILITIES		
Indoor Pool and Hot Tub		
Exercise Room		
AMENITIES & SERVICES		
On-Site Parking (90 spaces)		Vending Area
Lobby Business Center		Guest Laundry
Sources: TownePlace Suites Brand Prototype; HA&A Recommendations		

HA&A closely monitors all major brands and chain scale standards nationally. We understand the proposed hotel will be a nationally branded hotel with amenities and services consistent with other hotel brands in the upper-midscale chain scale, as published by STR. We assume that the final designs will be consistent with our assumptions, as discussed throughout this report.

The following images and descriptions provide an overview of the anticipated hotel design and quality standards. Some images are provided by HA&A Architects and others are provided by various Marriott brand representatives for the TownePlace Suites brand. These images are intended to serve as examples to help the reader visualize Scenario A.

Figure 56 – Lobby Area



Figure 57 – Market Retail Area



Figure 58 – Breakfast Area



Figure 59 – Business Center

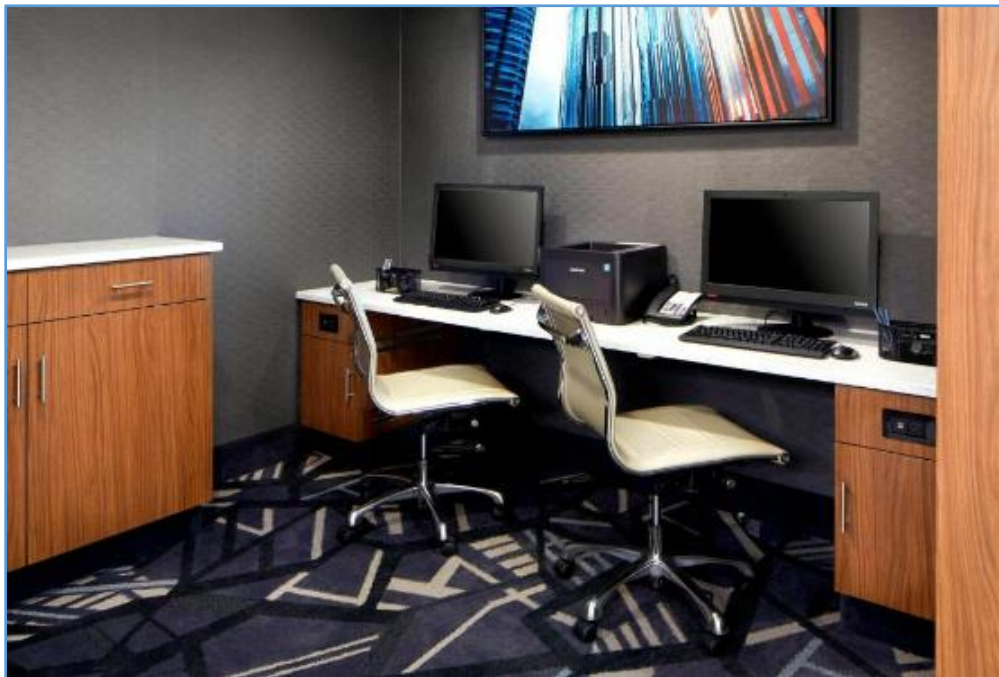


Figure 60 – Exercise Room



Figure 61 – Indoor Pool



Figure 62 – Extended-Stay Guest Suite Sleeping Area



Figure 63 – Extended-Stay Guest Suite Kitchen Area



Figure 64 – Guestroom Bathroom



In addition to the guestroom and common areas, shown in the preceding images, we assume the proposed property will include all necessary back-of-the-house space, including in-house laundry facilities, a kitchen, storage, and administrative offices. The back-of-the-house areas should be of adequate size and design to allow for the efficient operation of an upper-midscale hotel of this nature.

SCENARIO A – PERFORMANCE PROJECTIONS

The following two figures present our projections of occupancy, ADR, and RevPAR for the competitive set and the proposed subject property, under Scenario A assumptions, respectively.

Figure 65 – Market Performance Growth Rate Projections

Year	Room Supply*	Room Night Supply	Supply % Change	Room Night Demand	Demand % Change	Occupancy	Average Rate	ADR % Change	RevPAR	RevPAR % Change
Historical - Competitive Set										
2016	505	184,325	--	125,620	--	68%	\$122.63	--	83.58	--
2017	676	246,600	33.8%	149,489	19.0%	61%	119.77	-2.3%	72.61	-13.1%
2018	744	271,686	10.2%	171,105	14.5%	63%	119.68	-0.1%	75.37	3.8%
2019	826	301,610	11.0%	186,515	9.0%	62%	114.76	-4.1%	70.97	-5.9%
2020	922	336,698	11.6%	141,067	-24.4%	42%	94.54	-17.6%	39.61	-44.2%
2021	978	356,970	6.0%	190,401	35.0%	53%	111.51	18.0%	59.48	50.2%
2022	1,009	368,438	3.2%	225,227	18.3%	61%	123.82	11.0%	75.69	27.3%
2023	1,072	391,280	6.2%	252,017	11.9%	64%	126.90	2.5%	81.74	8.0%
Projected - Competitive Set										
2024	1,271	463,839	18.5%	292,284	16.0%	63%	\$134.52	6.0%	\$ 84.75	3.7%
2025	1,399	510,502	10.1%	320,874	9.8%	63%	139.90	4.0%	88.14	4.0%
2026	1,466	534,977	4.8%	341,091	6.3%	64%	144.09	3.0%	92.22	4.6%
2027	1,488	542,987	1.5%	346,796	1.7%	64%	148.42	3.0%	94.99	3.0%
2028	1,488	542,987	0.0%	352,251	1.6%	65%	152.87	3.0%	99.36	4.6%
2029	1,488	542,987	0.0%	357,816	1.6%	66%	157.46	3.0%	103.92	4.6%
* Weighted Room Supply										
Sources: STR and HA&A										

Figure 66 - Subject Property Penetration Rate Projections

Year	Subject Rooms	Comp Set Occupancy	Subject PenRate	Subject Occupancy	Comp Set ADR	Subject PenRate	Subject ADR	Comp Set RevPAR	Subject PenRate	Subject RevPAR
Projected - Subject Property										
2026/27	89	64%	98%	63%	145.16	103%	\$149.51	\$92.59	102%	\$94.19
2027/28	89	64%	111%	71%	149.51	103%	\$154.00	95.87	114%	\$109.34
2028/29	89	65%	112%	73%	154.00	103%	\$158.62	100.30	115%	\$115.79
2029/30	89	66%	112%	74%	158.62	103%	\$163.38	104.53	116%	\$120.90
Source: HA&A										

PERFORMANCE PROJECTION CONCLUSION

Based on the subject property's anticipated design, national branding, room count, chain scale, and extended-stay amenities, we expect the proposed subject property to have a RevPAR penetration above the market average.

Figure 67 - Proposed Subject Property Projections

Subject Property Performance			
Year	Occupancy	ADR	RevPAR
2026/27	63%	\$149.51	\$94.19
2027/28	71%	154.00	109.34
2028/29	73%	158.62	115.79
2029/30	74%	163.38	120.90

FRANCHISE FEES CALCULATIONS FOR SCENARIO A

Figure 68 – Franchise Fee Calculations

Franchise Fee	Fee %	2026/27	2027/28	2028/29	2029/30	2030/31
Rooms Revenue		3,059,898	3,551,910	3,761,523	3,927,442	4,045,265
Royalty Fee	5.50%	168,294	195,355	206,884	216,009	222,490
Marketing Fee	3.35%	102,507	118,989	126,011	131,569	135,516
Total Franchise Fee	8.85%	270,801	314,344	332,895	347,579	358,006

Franchise fees are calculated separately, based on the preceding calculations. However, for the purpose of this analysis, franchise fee expenses and other marketing expenses are combined into a single Marketing expense line item. This is consistent with reporting guidelines provided in the Uniform System of Accounts for the Lodging Industry.

Figure 69 - Detailed Financial Operating Projections

FINANCIAL PROJECTIONS	2026/27				2027/28				2028/29				2029/30			
Number of Rooms	89				89				89				89			
Occupancy	63%				71%				73%				74%			
Days Open	365				365				365				365			
Occupied Room Nights	20,466				23,064				23,714				24,039			
ADR	\$ 149.51				\$ 154.00				\$ 158.62				\$ 163.38			
RevPAR	\$94.19	% Tot	PAR	POR	\$109.34	% Tot	PAR	POR	\$115.79	% Tot	PAR	POR	\$120.90	% Tot	PAR	POR
Revenues																
Rooms	3,059,898	98.4%	\$34,381	\$149.51	3,551,910	98.4%	\$39,909	\$154.00	3,761,523	98.4%	\$42,264	\$158.62	3,927,442	98.4%	\$44,129	\$163.38
Other Operated	22,525	0.7%	253	1.10	25,161	0.7%	283	1.09	26,420	0.7%	297	1.11	27,472	0.7%	309	1.14
Miscellaneous Income	28,453	0.9%	320	1.39	31,782	0.9%	357	1.38	33,373	0.9%	375	1.41	34,702	0.9%	390	1.44
Total Revenue	3,110,876	100.0%	34,954	152.01	3,608,852	100.0%	40,549	156.47	3,821,315	100.0%	42,936	161.14	3,989,616	100.0%	44,827	165.97
Departmental Expenses																
Rooms	765,217	25.0%	8,598	37.39	834,199	23.5%	9,373	36.17	871,076	23.2%	9,787	36.73	903,312	23.0%	10,150	37.58
Other Operated	12,102	53.7%	136	0.59	13,193	52.4%	148	0.57	13,776	52.1%	155	0.58	14,286	52.0%	161	0.59
Total Departmental Expenses	777,319	25.0%	8,734	37.98	847,391	23.5%	9,521	36.74	884,852	23.2%	9,942	37.31	917,597	23.0%	10,310	38.17
Departmental Income	2,333,557	75.0%	26,220	114.02	2,761,461	76.5%	31,028	119.73	2,936,463	76.8%	32,994	123.83	3,072,019	77.0%	34,517	127.79
Undistributed Operating Expenses																
Administrative & General	326,512	10.5%	3,669	15.95	355,946	9.9%	3,999	15.43	371,681	9.7%	4,176	15.67	385,436	9.7%	4,331	16.03
Information & Telecommunication	63,488	2.0%	713	3.10	69,212	1.9%	778	3.00	72,271	1.9%	812	3.05	74,946	1.9%	842	3.12
Marketing (includes franchise fees)	406,848	13.1%	4,571	19.88	462,655	12.8%	5,198	20.06	487,762	12.8%	5,480	20.57	508,177	12.7%	5,710	21.14
Property Operations & Maintenance	140,582	4.5%	1,580	6.87	153,254	4.2%	1,722	6.64	160,029	4.2%	1,798	6.75	165,952	4.2%	1,865	6.90
Utilities	104,771	3.4%	1,177	5.12	114,215	3.2%	1,283	4.95	119,265	3.1%	1,340	5.03	123,678	3.1%	1,390	5.14
Total Undistributed Expenses	1,042,200	33.5%	11,710	50.92	1,155,282	32.0%	12,981	50.09	1,211,008	31.7%	13,607	51.07	1,258,188	31.5%	14,137	52.34
Gross Operating Profit	1,291,356	41.5%	14,510	63.10	1,606,179	44.5%	18,047	69.64	1,725,455	45.2%	19,387	72.76	1,813,831	45.5%	20,380	75.45
Management Fee	93,326	3.0%	1,049	4.56	108,266	3.0%	1,216	4.69	114,639	3.0%	1,288	4.83	119,688	3.0%	1,345	4.98
Income Before Non-Operating Items	1,198,030	38.5%	13,461	58.54	1,497,913	41.5%	16,830	64.94	1,610,816	42.2%	18,099	67.93	1,694,142	42.5%	19,035	70.48
Non-Operating Income & Expense																
Property Taxes & Related	15,522	0.5%	174	0.76	141,805	3.9%	1,593	6.15	232,453	6.1%	2,612	9.80	239,426	6.3%	2,690	9.96
Insurance	39,192	1.3%	440	1.92	40,368	1.1%	454	1.75	41,579	1.1%	467	1.75	42,826	1.1%	481	1.78
Reserve for Replacement	62,218	2.0%	699	3.04	108,266	3.0%	1,216	4.69	152,853	4.0%	1,717	6.45	159,585	4.2%	1,793	6.64
Total	116,932	3.8%	1,314	5.71	290,438	8.0%	3,263	12.59	426,884	11.2%	4,796	18.00	441,837	11.6%	4,964	18.38
EBITDA Less Reserve	1,081,098	34.8%	\$12,147	\$52.83	1,207,475	33.5%	\$13,567	\$52.35	1,183,932	31.0%	\$13,303	\$49.93	1,252,305	32.8%	\$14,071	\$52.09

Figure 70 - Ten-Year Financial Operating Projections

FINANCIAL PROJECTIONS	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36
Number of Rooms	89	89	89	89	89	89	89	89	89	89
Occupancy	63%	71%	73%	74%	74%	74%	74%	74%	74%	74%
ADR	\$ 149.51	\$ 154.00	\$ 158.62	\$ 163.38	\$ 168.28	\$ 173.33	\$ 178.53	\$ 183.88	\$ 189.40	\$ 195.08
RevPAR	\$ 94.19	\$ 109.34	\$ 115.79	\$ 120.90	\$ 124.53	\$ 128.26	\$ 132.11	\$ 136.07	\$ 140.16	\$ 144.36
Revenues										
Rooms	3,059,898	3,551,910	3,761,523	3,927,442	4,045,265	4,166,623	4,291,622	4,420,370	4,552,981	4,689,571
Other Operated	22,525	25,161	26,420	27,472	28,297	29,146	30,020	30,921	31,848	32,804
Miscellaneous Income	28,453	31,782	33,373	34,702	35,743	36,815	37,920	39,057	40,229	41,436
Total Revenue	3,110,876	3,608,852	3,821,315	3,989,616	4,109,305	4,232,584	4,359,561	4,490,348	4,625,059	4,763,811
Departmental Expenses										
Rooms	765,217	834,199	871,076	903,312	930,411	958,323	987,073	1,016,685	1,047,186	1,078,601
Other Operated	12,102	13,193	13,776	14,286	14,714	15,156	15,610	16,079	16,561	17,058
Total Departmental Expenses	777,319	847,391	884,852	917,597	945,125	973,479	1,002,683	1,032,764	1,063,747	1,095,659
Departmental Income	2,333,557	2,761,461	2,936,463	3,072,019	3,164,180	3,259,105	3,356,878	3,457,584	3,561,312	3,668,151
Undistributed Operating Expenses										
Administrative & General	326,512	355,946	371,681	385,436	396,999	408,909	421,176	433,811	446,826	460,231
Information & Telecommunication	63,488	69,212	72,271	74,946	77,194	79,510	81,895	84,352	86,883	89,489
Marketing (includes franchise fees)	406,848	462,655	487,762	508,177	523,422	539,125	555,299	571,958	589,116	606,790
Property Operations & Maintenance	140,582	153,254	160,029	165,952	170,930	176,058	181,340	186,780	192,383	198,155
Utilities	104,771	114,215	119,265	123,678	127,388	131,210	135,146	139,201	143,377	147,678
Total Undistributed Expenses	1,042,200	1,155,282	1,211,008	1,258,188	1,295,934	1,334,812	1,374,856	1,416,102	1,458,585	1,502,342
Gross Operating Profit	1,291,356	1,606,179	1,725,455	1,813,831	1,868,246	1,924,293	1,982,022	2,041,483	2,102,727	2,165,809
Management Fee	93,326	108,266	114,639	119,688	123,279	126,978	130,787	134,710	138,752	142,914
Income Before Non-Operating Items	1,198,030	1,497,913	1,610,816	1,694,142	1,744,967	1,797,316	1,851,235	1,906,772	1,963,975	2,022,895
Non-Operating Income & Expense										
Property Taxes & Related	15,522	141,805	232,453	239,426	246,609	254,007	261,628	269,476	277,561	285,888
Insurance	39,192	40,368	41,579	42,826	44,111	45,434	46,797	48,201	49,647	51,137
Reserve for Replacement	62,218	108,266	152,853	159,585	164,372	169,303	174,382	179,614	185,002	190,552
Total	116,932	290,438	426,884	441,837	455,092	468,745	482,807	497,292	512,210	527,577
EBITDA	1,081,098	1,207,475	1,183,932	1,252,305	1,289,874	1,328,571	1,368,428	1,409,481	1,451,765	1,495,318

FINANCIAL ANALYSIS CONCLUSIONS (SCENARIO A)

The proposed hotel is expected to stabilize within its fourth year of opening. While hotels often stabilize sooner than this, we point out that market conditions are still ramping up and reflecting rapid economic growth in Bondurant. As such, the proposed hotel is expected to have a longer ramp-up period than we observe in more stabilized markets. Our projections show operating profits ramping up during the stabilization period, which may be somewhat longer than in typical markets, as economic growth is expected to continue on a rapid trajectory in Bondurant for the next several years. Earnings fluctuate due to the schedules of non-operating expenses such as property taxes and replacement reserves. The property is expected to produce significant operating profits during each projection year shown in this study.

The projected income stream shown in this report can be used in conjunction with the estimated total project cost to determine whether the expected return on investment is adequate to attract investors' capital. This determines whether the project represents a feasible development opportunity or whether a feasibility gap is likely to exist. If a feasibility gap exists, this is an indication that public-sector financial incentives may be necessary to make the project feasible. If a feasibility surplus exists, then an experienced developer may be able to execute the proposed hotel development project under current market conditions. We discussed financial feasibility in greater detail with the client verbally and during an in-person meeting.

SCENARIO B – PROPOSED INDEPENDENT BRAND

This study also identified a potential site for hotel development within the Grain District in downtown Bondurant. The Grain District Downtown Redevelopment Plan envisions the adaptive reuse of the grain elevators for a hotel, condominium, and event center space. While the location of the Grain District may be less appealing to certain national hotel chains, it offers a unique opportunity to potentially incorporate some of the grain elevator's features into the design of the hotel. Given the Grain District's distance from Interstate 80, it is recommended that any hotel developed here include at least some extended-stay suites with kitchenettes and amenities suited for long-term guests. Therefore, a broader range of potential brands should be considered, including regional options like GrandStay Hotel & Suites, Cobblestone Hotels or independent branding¹⁰ if no national chains express interest.

Such a project would likely yield different performance outcomes compared to Scenario A. HA&A can provide revised financial projections for Scenario B or any other potential sites, for an additional fee. These projections would be tailored to factors such as the project's size, location, branding, service level, construction type, amenities, and design.

¹⁰ This scenario would likely result in lower performance projections and a lower room count recommendation.

The following figure shows an exterior hotel rendering for one possible design concept at the grain silo site in Downtown Bondurant.

Figure 71 – Proposed Exterior Rendering for the Grain Silo Site



This or other scenarios would likely result in performance projections that differ significantly from those shown for the previous scenario. HA&A can develop revised financial projections, for an additional fee, for this or any other proposed hotel scenario. The development of revised financial projections will depend on a project's size, location, branding, service level, construction type, amenities, and design.



Memorandum

To: City of Bondurant

From: Hans Detlefsen

CC: Devanjali Luthra

Dear Ms. Oliver,

HA&A developed two analyses that were excluded from our Hotel Market Study, for strategic purposes. These include (1) an analysis of the likely “feasibility gap” for a proposed hotel in Bondurant and (2) a summary of “economic impacts” expected from the proposed hotel development in Bondurant.

FEASIBILITY GAP ANALYSIS

The “feasibility gap” of a hotel project can be determined by comparing the proposed hotel’s total development cost to its “when complete” market value. HA&A reviewed several proposed hotel development budgets from our clients around the country. Additionally, we reviewed national hotel development cost surveys.

The project scenario we analyzed for the feasibility gap analysis is expected to incur similar costs to a prototypical upper-midscale, extended-stay hotel due to our prototype design assumptions and high-quality building materials required for national brands within this chain scale. Hotel construction costs have increased notably during the past four years. Although we provide this analysis for preliminary planning purposes, we are not professional cost estimators. We recommend retaining the services of a professional cost estimator prior to making financial investment decisions pertaining to the proposed hotel development project.

The following figure summarizes our preliminary cost analysis for one possible development scenario, assuming an 89-suite TownePlace Suites by Marriott. Alternative development concepts may be considered and adjustments to the cost analysis would be needed, as applicable.

Figure 1 – HA&A Preliminary Cost Analysis

COST ANALYSIS	Total	Per Room
Total Guestrooms		89
Land	\$ 1,335,000	\$ 15,000
Building Purchase & Renovation	9,790,000	110,000
Furniture, Fixtures and Equipment	1,602,000	18,000
Soft Costs	1,780,000	20,000
Pre-Opening Costs & Working Capital	356,000	4,000
Entrepreneurial Incentive	801,000	9,000
TOTAL MARKET COST (Rounded)	\$ 15,700,000	\$ 176,000
<i>Note: Entrepreneurial Incentive includes all contingencies.</i>		
<i>Source: HA&A</i>		

To determine the “when complete” market value of the fee simple interest in the proposed property, under this development scenario, HA&A applied a discounted cash flow (DCF) technique to the previously developed financial projections shown in our Market Study Addendum. HA&A reviewed numerous sources of survey data for hotel discount rates, as summarized in the following figure.

Figure 2 – Hotel Discount Rates

Discount Rates	Low	High	Average
PwC Investor Survey Q1 2024			
<i>Limited-Service Hotels</i>	11.00%	15.00%	12.50%
RERC Q1 2024			
<i>All Hotels</i>	9.00%	11.40%	9.70%
HA&A Investor Interviews - Q1 2024			
<i>Limited-Service Hotels</i>	9.50%	12.50%	11.00%
Selected Discount Rate			
Subject Property			11.00%

Based on this survey research, our experience working with active hotel investors, and our evaluation of the potential hotel’s upper-midscale chain scale, new construction, location, branding, and market risks, we have concluded a reasonable discount rate for the subject property, within the range of survey averages, as highlighted in the preceding figure. This conclusion may need to be revised for alternative development concepts or assumptions.

To calculate the final year’s income for a hotel, it is typical to assume a sale with some reversion value at the end of an assumed holding period, say ten years. To calculate this reversion amount requires a projection of the subject property’s eleventh-year net earnings as well as the selection of an appropriate terminal capitalization rate. The subject property’s eleventh-year earnings can be estimated by applying inflationary growth to the last year of our ten-year financial projections, which appeared in a separate Market Study Addendum. A terminal capitalization rate can be selected based on a careful review of survey and interview data conducted by HA&A, as summarized in the following figure.

Figure 3 – Hotel Terminal Capitalization Rate

Terminal Capitalization Rates	Low	High	Average
PwC Investor Survey Q1 2024			
Limited-Service Hotels	9.00%	12.50%	10.90%
RERC Q1 2024			
All Hotels	8.00%	9.50%	8.50%
HA&A Investor Interviews - H2 2023			
Limited-Service Hotels	7.00%	10.00%	8.50%
Selected Terminal Capitalization Rate			
Subject Property			8.50%

Therefore, based on a combination of our market research, recent survey data, our experience working with active hotel investors, our analysis of supply risks and other market risks, as well as our assumptions of a development concept in the upper-midscale chain scale with an advantageous location, upper-midscale building quality, national branding, we have concluded that the highlighted percentage is a reasonable terminal capitalization rate to use for a hypothetical “when complete” valuation analysis. This conclusion may need to be revised for alternative development concepts or assumptions.

The following figure summarizes our, “when complete” market value opinion for the hypothetical development concept described above.

Figure 4 – “When Complete” Market Value Estimates

Year	EBITDA	Discount Rate	Discount Factor	Discounted Cash Flow
2026/27	1,081,098	11.00%	0.9009	973,962
2027/28	1,207,475	11.00%	0.8116	980,014
2028/29	1,183,932	11.00%	0.7312	865,681
2029/30	1,252,305	11.00%	0.6587	824,932
2030/31	1,289,874	11.00%	0.5935	765,478
2031/32	1,328,571	11.00%	0.5346	710,308
2032/33	1,368,428	11.00%	0.4817	659,115
2033/34	1,409,481	11.00%	0.4339	611,611
2034/35	1,451,765	11.00%	0.3909	567,531
2035/36	19,252,658	11.00%	0.3522	6,780,487
Indicated Market Value Before Capital Deduction				13,739,119
Capital Deduction (if applicable)				-
Indicated Market Value				13,739,119
Reversion Analysis				
11th Year EBITDA				1,540,177
Inflation				3.0%
Terminal Capitalization Rate				8.50%
Total Sale Proceeds				18,119,734
Transaction Costs:		2.0%		362,395
Net Sale Proceeds ¹				17,757,340
Market Value by Income Approach (Rounded)				\$13,700,000
Number of Guest Rooms				89
Value per Room (Rounded)				\$154,000
¹ Net sale proceeds from reversion plus 10th year EBITDA equal 10th year income.				

FEASIBILITY CONCLUSIONS

Our analysis indicates that the proposed hotel development is likely to be operationally profitable and will compete favorably with competitors. However, due to recent inflation trends in material and labor costs, combined with recent capital market trends, we conclude that the maximally feasible hotel development scenario will not be financially feasible without public-sector incentives. This analysis shows a comparison of the expected development cost versus market value of a hypothetical project. We conclude that a significant feasibility gap will need to be filled to make a new-construction hotel project attractive for private sector investors and developers. This is common for new-construction hotel projects in many markets around the country currently. According to our analysis, we estimate a minimum hotel project feasibility gap of approximately \$2.0 million.

Figure 5 – Feasibility Gap Estimates

Preliminary Feasibility Gap Analysis	Total Gap		Per Room	% of Total	
Total Development Cost	\$	15,700,000	\$	176,404	100%
When-Complete Market Value	\$	13,700,000	\$	153,933	87%
Feasibility Gap Estimate	\$	2,000,000	\$	22,472	13%
Source: HA&A					

ECONOMIC IMPACT SUMMARY ANALYSIS

HA&A also evaluated various forms of potential economic impacts that are expected to result from a proposed hotel project. The calculations within this analysis apply to the development concept and assumptions outlined earlier in this memorandum. However, the basic methodology and analysis would be applicable to any new hotel development project in Bondurant. Based on the scope of work we outlined for the client, HA&A analyzed the following categories of economic impacts:

- Hotel Occupancy / Sales Tax Impacts
- Hotel Room Nights Impact
- Property Tax Impacts
- Jobs Impacts Generated Directly by New Hotel
- Visitor Spending Impact

These impacts represent a summary analysis of potential economic and fiscal impacts that could result from the development of a new hotel in Bondurant. A more detailed economic impact analysis can be commissioned upon request, which would evaluate additional details pertaining to construction impacts, indirect multiplier impacts, induced multiplier impacts, and additional fiscal impact details.

Figure 6 - Ten-Year Hotel Occupancy/Sales Tax Revenues

	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36
Number of Rooms	89	89	89	89	89	89	89	89	89	89
Occupancy	63%	71%	73%	74%	74%	74%	74%	74%	74%	74%
ADR	\$ 149.51	\$ 154.00	\$ 158.62	\$ 163.38	\$ 168.28	\$ 173.33	\$ 178.53	\$ 183.88	\$ 189.40	\$ 195.08
RevPAR	\$ 94.19	\$ 109.34	\$ 115.79	\$ 120.90	\$ 124.53	\$ 128.26	\$ 132.11	\$ 136.07	\$ 140.16	\$ 144.36
Revenues										
Rooms	3,059,898	3,551,910	3,761,523	3,927,442	4,045,265	4,166,623	4,291,622	4,420,370	4,552,981	4,689,571
State Sales Tax	6%	183,594	213,115	225,691	235,647	242,716	249,997	257,497	265,222	273,179
Local Occupancy Tax	7%	214,193	248,634	263,307	274,921	283,169	291,664	300,414	309,426	318,709
Local Option Sales Tax	1%	30,599	35,519	37,615	39,274	40,453	41,666	42,916	44,204	45,530
Total Hotel/Motel Taxes	428,386	497,267	526,613	549,842	566,337	583,327	600,827	618,852	637,417	656,540
<i>Source: City of Bondurant and HA&A Estimates</i>										

Figure 7 - Ten-Year Stabilized Year Hotel Room Nights

	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36
Number of Rooms	89	89	89	89	89	89	89	89	89	89
Occupancy	63%	71%	73%	74%	74%	74%	74%	74%	74%	74%
ADR	\$ 149.51	\$ 154.00	\$ 158.62	\$ 163.38	\$ 168.28	\$ 173.33	\$ 178.53	\$ 183.88	\$ 189.40	\$ 195.08
RevPAR	\$ 94.19	\$ 109.34	\$ 115.79	\$ 120.90	\$ 124.53	\$ 128.26	\$ 132.11	\$ 136.07	\$ 140.16	\$ 144.36
Room Nights Available	32,485	32,485	32,485	32,485	32,485	32,485	32,485	32,485	32,485	32,485
Hotel Room Nights Occupied	20,466	23,064	23,714	24,039	24,039	24,039	24,039	24,039	24,039	24,039
<i>Source: HA&A Estimates</i>										

Figure 8 - Hotel Direct Employment Impact

Positions	Hourly/Salary	FTE	Annual Hours	Salary Range	Low Est. Salaries/Wages	High Est. Salaries/Wages
General Manager	Salary	1		\$65k to \$95k	65,000	95,000
AGM/DOS*	Salary	1		\$55k to \$75k	55,000	75,000
Night Auditor	Hourly	1.5	2,730	\$20/hr to \$25/hr	54,600	68,250
Front Desk	Hourly	4	7,280	\$10/hr to \$15/hr	18,200	27,300
Rooms Department						
Supervisor	Hourly	1	1,820	\$15/hr to \$20/hr	27,300	36,400
Room Attendants	Hourly	3	5,460	\$10/hr to \$15/hr	18,200	27,300
Property Maintenance Manager	Salary	1		\$65k hou\$75k	65,000	75,000
Facility Manager	Hourly	1	1,820	\$18/hr to \$22/hr	32,760	40,040
Assisstant	Hourly	0.5	910	\$15/hr to \$20/hr	13,650	18,200
Total					349,710	462,490
Note: * Assistant General Manager/Director of Sales						
Source: HA&A Research						

Figure 9 - Ten-Year Hotel Property Tax Revenues

	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33	2033/34	2034/35	2035/36
Number of Rooms	89	89	89	89	89	89	89	89	89	89
Occupancy	63%	71%	73%	74%	74%	74%	74%	74%	74%	74%
ADR	\$ 149.51	\$ 154.00	\$ 158.62	\$ 163.38	\$ 168.28	\$ 173.33	\$ 178.53	\$ 183.88	\$ 189.40	\$ 195.08
RevPAR	\$ 94.19	\$ 109.34	\$ 115.79	\$ 120.90	\$ 124.53	\$ 128.26	\$ 132.11	\$ 136.07	\$ 140.16	\$ 144.36
Non-Operating Income & Expense										
Total Land & Improvement Assessed	418,342	3,821,788	6,264,856	6,452,802	6,646,386	6,845,777	7,051,151	7,262,685	7,480,566	7,704,983
Tax Mill Rate										
City	10.840750	4,535.14	41,431	67,916	69,953	72,052	74,213	76,440	78,733	81,095
Sanitary/Sewer	0	-	-	-	-	-	-	-	-	-
City SSMID	0	-	-	-	-	-	-	-	-	-
Des Moines RTA	0.60591	253.48	2,316	3,796	3,910	4,027	4,148	4,272	4,401	4,533
Township	0	-	-	-	-	-	-	-	-	-
Township City Cemetary	0	-	-	-	-	-	-	-	-	-
School	15.44253	6,460.26	59,018	96,745	99,648	102,637	105,716	108,888	112,154	115,519
County	6.77099	2,832.59	25,877	42,419	43,692	45,003	46,353	47,743	49,176	50,651
County Township Fire EMS	0	-	-	-	-	-	-	-	-	-
County Hospital	2.39364	1,001.36	9,148	14,996	15,446	15,909	16,386	16,878	17,384	17,906
Community College	0.75916	317.59	2,901	4,756	4,899	5,046	5,197	5,353	5,514	5,679
Assessor	0.25772	107.82	985	1,615	1,663	1,713	1,764	1,817	1,872	1,928
Ag Extension	0.03175	13.28	121	199	205	211	217	224	231	238
State	0.0018	0.75	7	11	12	12	12	13	13	13
Total Tax Expense	37.104250	15,522	141,805	232,453	239,426	246,609	254,007	261,628	269,476	277,561
Note: Tax Rate/1000 for calculations										

Figure 10 - Hotel Visitor Spending Impact

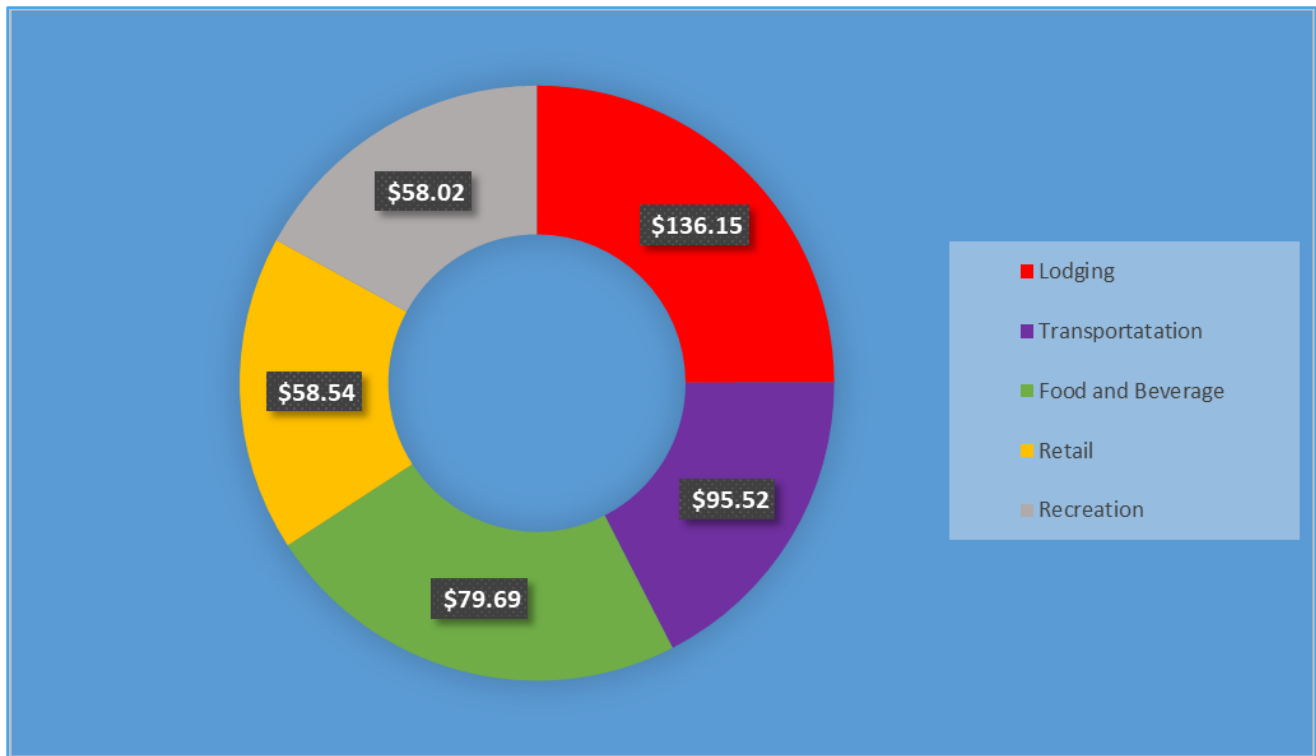


Figure 11 - Hotel Visitor Spending Impact

Spending Categories	Estimated Spending/Visitor day	Estimated visitor days	Estimated Annual Spending Impact
Lodging *	\$ 136.15	28,847	\$ 3,927,442
Transportation	95.52	28,847	2,755,459
Food and Beverage	79.69	28,847	2,298,720
Retail	58.54	28,847	1,688,733
Recreation **	58.02	28,847	1,673,708
Estimated Annual Spending			\$ 12,344,062
<i>Note: *Lodging impact are estimated based on projections from our market study</i>			
<i>** Recreation category includes other miscellaneous spending categories</i>			
<i>Source: Iowa Tourism Impact Study 2022 and HA&A</i>			



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

Item No. 8.b.
For Meeting of 10/21/2024
Discussion Item

TITLE: Inspection Surcharge Discussion

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: This discussion arises from the fact that we have a particular developer who has been really challenging to work with in that they do not keep their site clean; they have construction waste in public streets; dragging the dumpsters and scraping the streets; dragging mud into the street; dissolving an HOA that still has assets (a pond) which is against the City code, placing illegal signage; allowing dirt dumping; conducting grading work without a permit; and miscellaneous poor building practices. The purpose of the upcoming discussion is to determine the Council's willingness to institute an inspection surcharge on that developer's projects. Effectively, we would require an inspector to be on site on their development much more frequently than is typical and they would have to pay for that.

FUNDING SOURCE: This would be a revenue and the corresponding expenditure would be paid from the Building Inspections Department in the City's budget.

STAFF RECOMMENDATION: This is a discussion office.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None