

**Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/84364983123>*

**NOTICE OF A SPECIAL MEETING
BONDURANT CITY COUNCIL
OCTOBER 29, 2024**

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council will be held at 6:00 PM on October 29, 2024, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open, and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. **Public Hearing**
 - a. Public Hearing regarding the Disposal of Real Property back to Farmers Elevator Co.
 - b. Public Hearing regarding the Disposal of a Previously-Vacated Alley in the Grain District
5. Action Items
 - a. - Resolution approving the Disposal of Real Property back to Farmers Elevator Co.
 - b. - Resolution approving the Disposal of a Previously-Vacated Alley in the Grain District
 - c. - Resolution approving the termination of the lease at 98 Lincoln Street NE
6. Adjournment

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

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



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

Item No. 4.a.
For Meeting of 10/29/2024
Public Hearing

TITLE: Public Hearing regarding the Disposal of Real Property back to Farmers Elevator Co.

CONTACT PERSON:

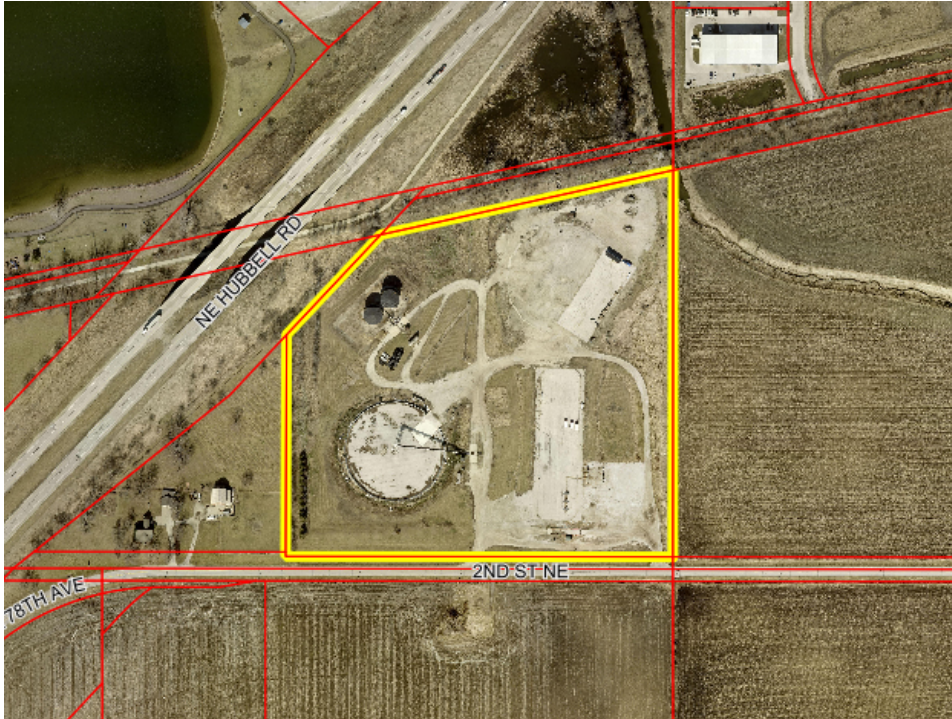
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant previously entered into a Real Property Charitable Donation Agreement with Farmers Elevator Co. on June 10, 2024, for the purpose of acquiring land (Parcel 8022-29-300-010 and Parcel 8022-29-400-011) for a trail extension project. After the property transfer was recorded, an error was discovered in the legal description, resulting in more land being included than intended by both parties.

To address the issue, an Amended and Substituted Warranty Deed was executed and recorded on July 10, 2024, to correct the legal description. However, in the course of Farmers Elevator Co.'s sale to a third party, a title objection was raised due to the original over-inclusion of land.

The City intends to formally vacate and convey any unintended interest in the property to resolve the title objection. A public hearing was duly published for October 29, 2024, to gather input from residents regarding the disposal of the property.

The resolution addresses the parcel highlighted in yellow below and is located at 2020 2nd Street NE.



Actions Required:

- Conduct a public hearing on October 29, 2024, to receive feedback on the proposed property disposal.
- If approved, authorize the Mayor and City Clerk to execute and record the necessary deed and documentation with the Polk County Recorder's Office.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

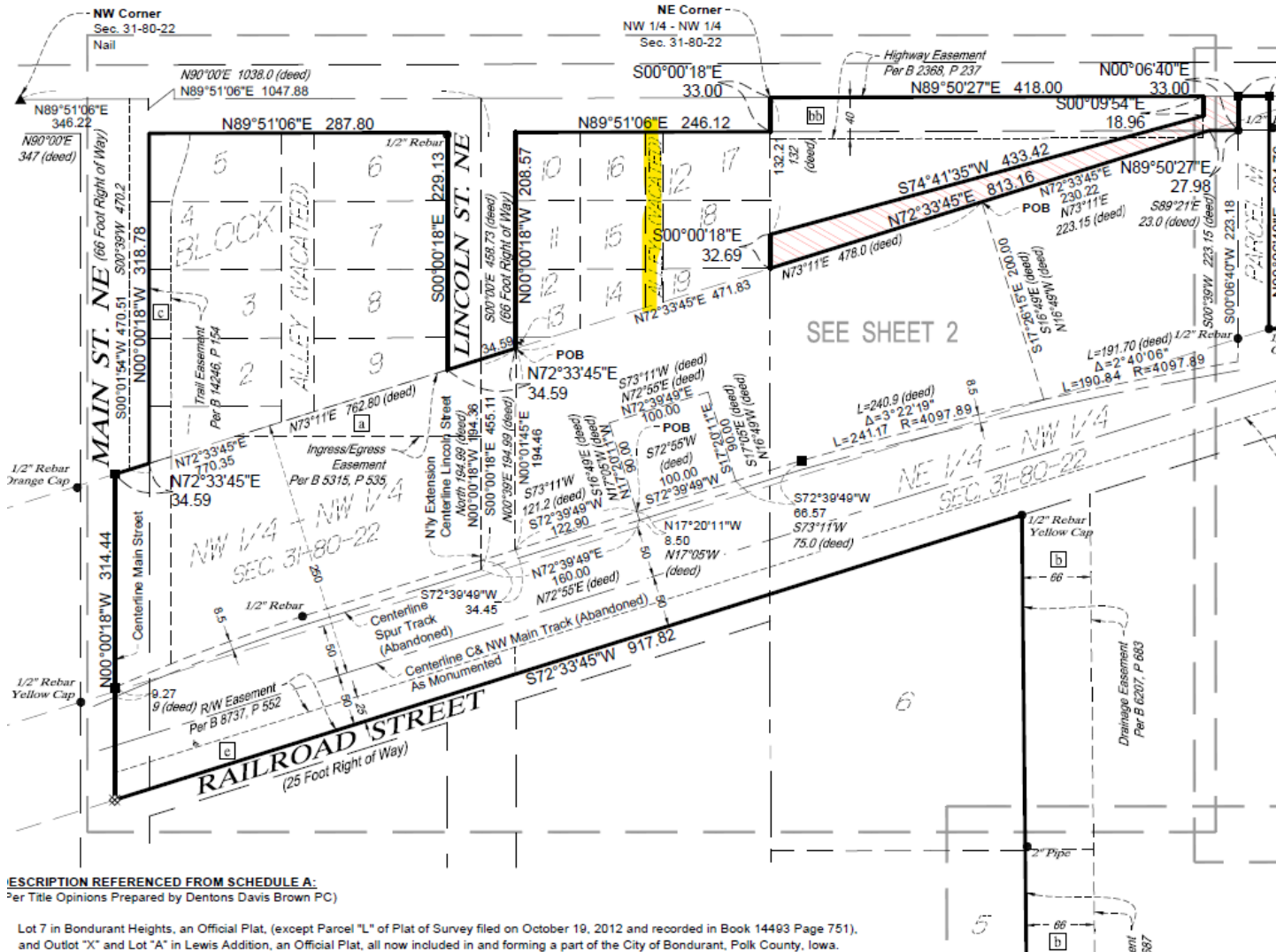
Item No. 4.b.
For Meeting of 10/29/2024
Public Hearing

TITLE: Public Hearing regarding the Disposal of a Previously-Vacated Alley in the Grain District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: In 1993 the City of Bondurant vacated the following alley area highlighted in yellow below. This vacated alley was never formally deeded to the adjacent property owner (Landus Cooperative). The corresponding resolution included in the Action Items portion of this meeting looks to formally dispose of this vacated alley area. This action is consistent with the Memorandum of Understanding approved by City Council on October 7, 2024 which noted the City will consider disposal of this alley area. There is a private sanitary sewer service currently located in this alley area that is not owned by the City of Bondurant.



DESCRIPTION REFERENCED FROM SCHEDULE A:
 *er Title Opinions Prepared by Dentons Davis Brown PC)

Lot 7 in Bondurant Heights, an Official Plat, (except Parcel "L" of Plat of Survey filed on October 19, 2012 and recorded in Book 14493 Page 751), and Outlot "X" and Lot "A" in Lewis Addition, an Official Plat, all now included in and forming a part of the City of Bondurant, Polk County, Iowa.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.a.
For Meeting of 10/29/2024
Resolution

TITLE: - Resolution approving the Disposal of Real Property back to Farmers Elevator Co.

CONTACT PERSON:

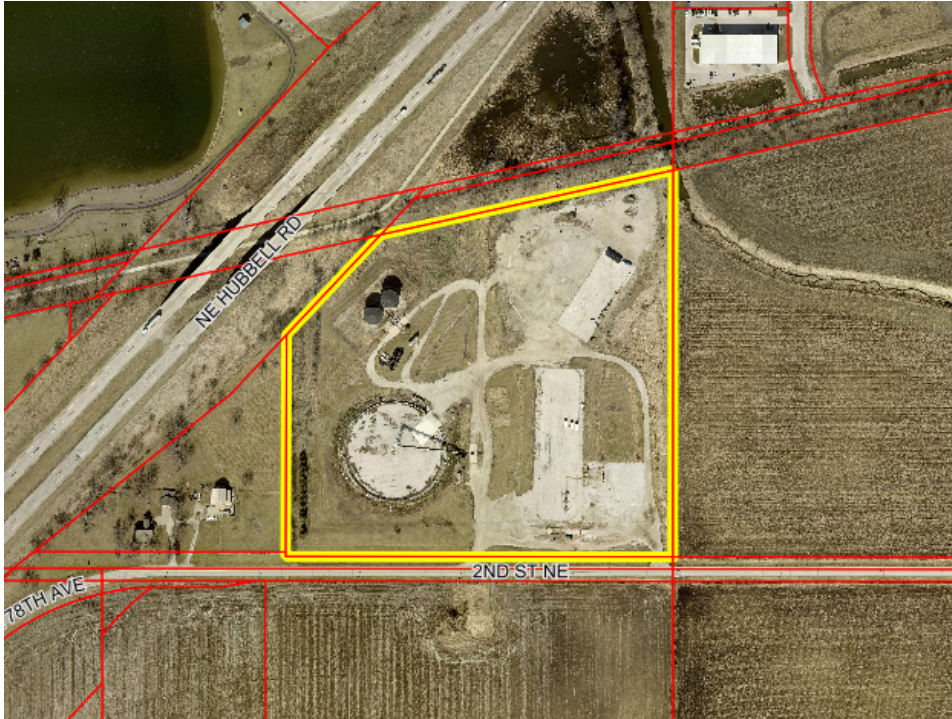
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant previously entered into a Real Property Charitable Donation Agreement with Farmers Elevator Co. on June 10, 2024, for the purpose of acquiring land (Parcel 8022-29-300-010 and Parcel 8022-29-400-011) for a trail extension project. After the property transfer was recorded, an error was discovered in the legal description, resulting in more land being included than intended by both parties.

To address the issue, an Amended and Substituted Warranty Deed was executed and recorded on July 10, 2024, to correct the legal description. However, in the course of Farmers Elevator Co.'s sale to a third party, a title objection was raised due to the original over-inclusion of land.

The City intends to formally vacate and convey any unintended interest in the property to resolve the title objection. A public hearing was duly published for October 29, 2024, to gather input from residents regarding the disposal of the property.

The resolution addresses the parcel highlighted in yellow below and is located at 2020 2nd Street NE.



Actions Required:

- Conduct a public hearing on October 29, 2024, to receive feedback on the proposed property disposal.
- If approved, authorize the Mayor and City Clerk to execute and record the necessary deed and documentation with the Polk County Recorder's Office.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241029-228
2. 24.10 Warranty Deed-City to Farmers

CITY OF BONDURANT
RESOLUTION NO. 241029-228

**A RESOLUTION TO DISPOSE OF CITY PROPERTY AND AUTHORIZING ACTIONS
TO COMPLETE THE TRANSFER**

WHEREAS, on or about June 10, 2024, the City entered into a Real Property Charitable Donation Agreement with Farmers Elevator Co., (recorded on June 13, 2024, in Book 19823 Page 971 of the Polk County records) in which Farmers Elevator Co. agreed to deed Parcel 8022-29-300-010 and Parcel 8022-29-400-011 ("Parcels") to the City for its trail extension project; and

WHEREAS, the City obtained a title certificate with respect to the Parcels being transferred, which certificate was relied upon in the transferring documents; and

WHEREAS, on or about June 10, 2024, Farmers Elevator Co executed a Warranty Deed to the City to transfer the Parcels to the City, which deed was recorded on June 13, 2024 in Book 19823 Page 969 of the Polk County records; and

WHEREAS, it was thereafter discovered that the legal description was inaccurate and more property was included in the deed and Charitable Donation Agreement than was intended by the parties; and

WHEREAS, the specific property that was unintentionally included in the deed and Charitable Donation Agreement is set forth in the attached Deed (the "Property"); and

WHEREAS, on or about July 9, 2024, Farmers Elevator Co. executed an Amended and Substituted Warranty Deed to correct the previous error, which deed was recorded on July 10, 2024 in Book 19849 Page 331 of the Polk County records; and

WHEREAS, in the process of Farmers Elevator Co. selling land to a third party, a title objection has been raised with regard to the land that was over-included in the original deed and Charitable Donation Agreement; and

WHEREAS, the City wishes to work with Farmers Elevator Co. to resolve this objection by formally disposing of any inferred interest the City has in the Property; and

WHEREAS, on October 21, 2024, the City approved Resolution No. ___ declaring its intent to dispose of and convey any interest in the Property and setting a public hearing for October 29, 2024 at 6:00 pm; and

WHEREAS, the notice of intention to vacate and convey the Property was given by publication of a Public Notice prior to the meeting of the City Council to be held on October 29, 2024, and the notice was duly published in the newspaper as required by Iowa Code § 364.7; and

WHEREAS, a public hearing was held on October 29, 2024, to gather public comments and input on the proposed disposal and conveyance of Property, and all interested parties had an opportunity to provide their views; and

WHEREAS, the City Council has duly considered all comments and input received during the public hearing.

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

1. The City of Bondurant, Iowa, hereby vacates and conveys all rights, title, and interest in and to the Property to Farmers Elevator Co.
2. The Mayor is authorized and directed to sign the attached deed for vacation and conveyance of the Property, and the City Clerk is authorized and directed to attest to the Mayor's signature.
3. The City Clerk is authorized and directed to forward the original of the deed, together with a certified copy of this resolution and of the affidavit of publication of notice of this hearing, to the Polk County Recorder's Office for the purpose of causing these documents to be recorded.
4. Any resolution or part thereof in conflict or inconsistent with this resolution is repealed.

PASSED AND APPROVED this 29th day of October 2024.

Angela McKenzie, Mayor Pro Tem

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				

Prepared by: Erin M. Clanton, Attorney at Law, 6701 Westown Parkway, Suite 100, West Des Moines, IA (515) 274-1450

Return to: Erin M. Clanton, Attorney at Law, 6701 Westown Parkway, Suite 100, West Des Moines, IA (515) 274-1450

Address Tax Statement: Farmers Elevator Co, 102 Lincoln Street NE, Bondurant, Iowa 50035

WARRANTY DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Bondurant, Iowa, a municipal corporation, (the “Grantor”) does hereby Convey to Farmers Elevator Co, a corporation organized and existing under the laws of Iowa (the “Grantee”), the following described real estate in Polk County, Iowa:

Parcel “H” as shown in the Plat of Survey recorded in Book 13080, Page 445 in the Office of the Polk County Recorder, Polk County, Iowa and being the tract described in Warranty Deed filed in Book 6306, Page 356 as: Beginning 1595.85 feet East of the Southwest Corner, thence North 633.95 feet, Northeast 371.27 feet Northeast along South Railroad Right-of- Way to East line; thence South to Southeast Corner, thence West to point of beginning, in the South 1/2 of the Southwest 1/4 Section 29, Township 80 North, Range 22 West of the 5th P.M., Polk County, Iowa.

Subject to easements, covenants and restrictions of record.

The Grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

No transfer tax. Exempt transaction under Iowa Code §428A.2(6) as the Grantor is a municipal corporation and there is no consideration.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

IN WITNESS WHEREOF, the City of Bondurant, Iowa, has caused this instrument to be executed in its corporate name by its Mayor and City Clerk and its seal to be affixed on _____, 2024.

Doug Elrod, Mayor

ATTEST:

Shelby Hagan, City Clerk

STATE OF IOWA, COUNTY OF POLK, ss:

On the _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared **Doug Elrod** and **Shelby Hagan**, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Bondurant, Iowa, a municipal corporation; and the said **Doug Elrod** and **Shelby Hagan** acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



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

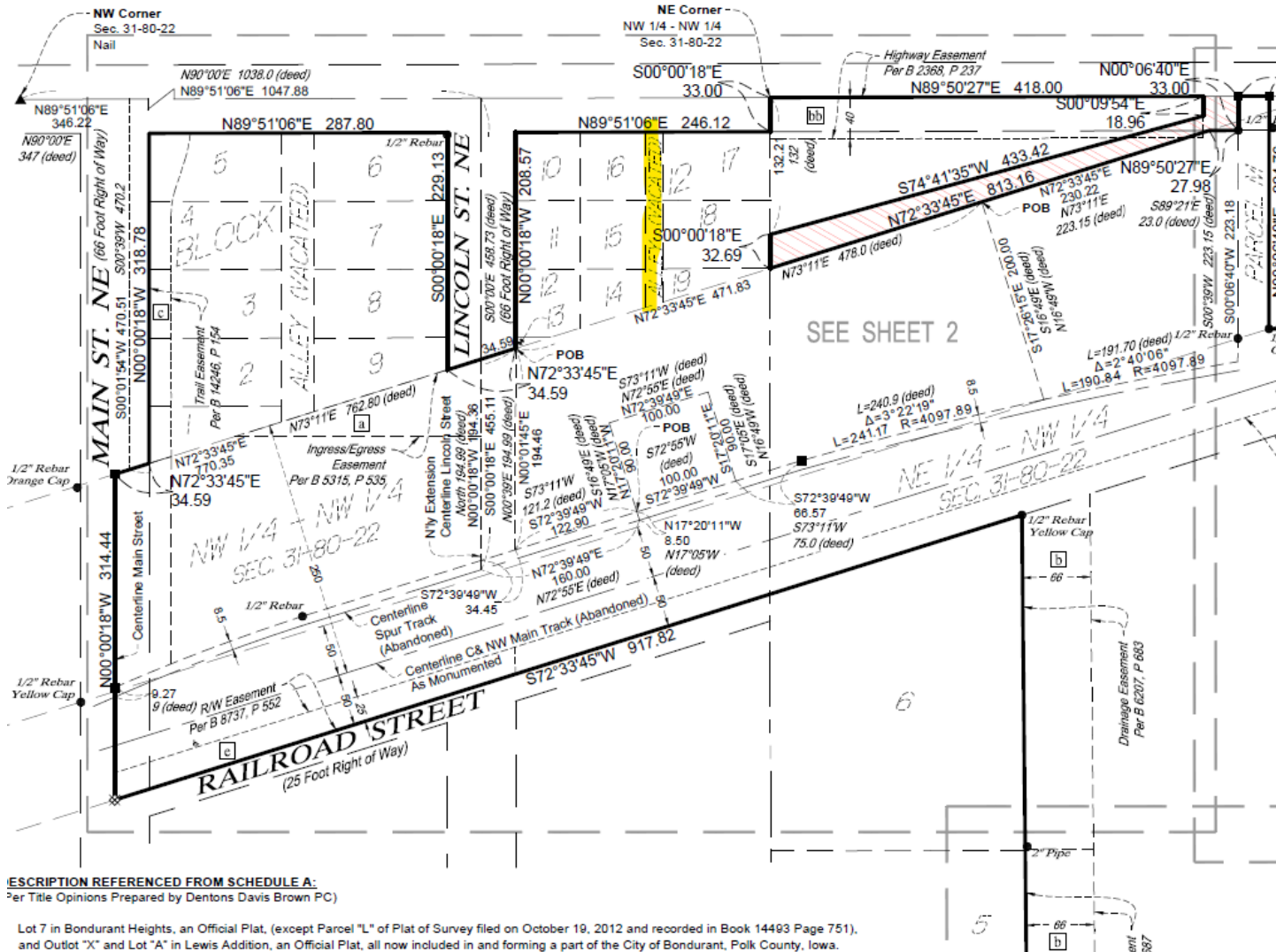
Item No. 5.b.
For Meeting of 10/29/2024
Resolution

TITLE: - Resolution approving the Disposal of a Previously-Vacated Alley in the Grain District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: In 1993 the City of Bondurant vacated the following alley area highlighted in yellow below. This vacated alley was never formally deeded to the adjacent property owner (Landus Cooperative). The corresponding resolution included in the Action Items portion of this meeting looks to formally dispose of this vacated alley area. This action is consistent with the Memorandum of Understanding approved by City Council on October 7, 2024 which noted the City will consider disposal of this alley area. There is a private sanitary sewer service currently located in this alley area that is not owned by the City of Bondurant.



DESCRIPTION REFERENCED FROM SCHEDULE A:
 *er Title Opinions Prepared by Dentons Davis Brown PC)

Lot 7 in Bondurant Heights, an Official Plat, (except Parcel "L" of Plat of Survey filed on October 19, 2012 and recorded in Book 14493 Page 751), and Outlot "X" and Lot "A" in Lewis Addition, an Official Plat, all now included in and forming a part of the City of Bondurant, Polk County, Iowa.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241029-229

CITY OF BONDURANT
RESOLUTION NO. 241029-229

RESOLUTION PROVIDING FOR THE DISPOSAL AND THE CONVEYANCE OF THE
VACATED ALLEY IN THE GRAIN DISTRICT

WHEREAS the City owns certain real property previously vacated in 1993 and more particularly described as:

The North-South Alley between Lots 14-16 and Lots 17-19 in Block 12 in the Official Plat of Outlots 10, 11 and 12 in the Town of Bondurant, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa

WEHREAS the alley is not required for any public purpose; AND

WHEREAS this vacated alley is part of the proposed redevelopment land within the Grain District; AND

WHEREAS per the Grain District Memorandum of Understanding approved by City Council on October 7, 2024, the City agrees to dispose of this vacated alley area to the adjacent owner; AND

WHEREAS, the adjacent owner at the time of City Council's consideration on October 29, 2024 will be The 101 LLC; AND

WHEREAS the City of Bondurant acknowledges there is a private sanitary sewer service located within this vacated alley area that is not owned by the City of Bondurant; AND

WHEREAS the City of Bondurant proposes that the transfer of the vacated alley be subject to easement(s) for any applicable privately installed utilities; AND

WHEREAS the City Council held a hearing on October 29, 2024, to consider its disposition and conveyance of ownership to the adjacent owner.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bondurant, Iowa, that the disposal of the above-referenced public alley in the manner heretofore described is hereby approved, subject to applicable easement(s) being retained for any privately installed utilities of the area.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Bondurant, Iowa, that this resolution authorizes the Mayor to sign the deed paperwork to have such ownership transferred to the adjacent owner.

Passed this 29th day of October 2024,

By: _____
Angela McKenzie, Mayor Pro Tem

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 5.c.
For Meeting of 10/29/2024
Resolution

TITLE: - Resolution approving the termination of the lease at 98 Lincoln Street NE

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution terminates the Lease Agreement established on November 3, 2008 between the City of Bondurant and FC Cooperative II (Landus Cooperative) where the City of Bondurant was leasing the building from the Landus Cooperative at 98 Lincoln Street NE at a monthly rate of \$100 for the purposes of using as a Public Works Department space. The building at 98 Lincoln Street NE was previously the City's Fire Station. The Landus Cooperative purchased this parcel from the City in 2008. The Fire Station moved out of 98 Lincoln Street NE at around the time the 2008 Lease Agreement was established between the City and Landus. Public Works does not currently utilize 98 Lincoln Street NE.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241029-230
2. Termination of Lease - FC Coop II
3. 2008 Lease Agreement

CITY OF BONDURANT
RESOLUTION NO. 241029-230

RESOLUTION APPROVING THE TERMINATION OF THE LEASE AT 98 LINCOLN
STREET NE

WHEREAS the City of Bondurant entered into a lease agreement with FC Cooperative for the property located at 98 Lincoln Street NE, Bondurant, Iowa, as recorded in the Polk County Recorder's Office, Book 12837, Page 146, on November 21, 2008; AND

WHEREAS the City of Bondurant has not utilized this space for years; AND

WHEREAS the City has found no recent records of payment related to this lease and considers the lease terminated; AND

WHEREAS an affidavit has been prepared by Melanie L. Jackson, and to be executed, affirming the City's termination of the lease agreement;

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

1. The termination of the lease agreement between the City of Bondurant and FC Cooperative for the property at 98 Lincoln Street NE is hereby approved.
2. The Mayor or designee is authorized to execute any necessary documentation to formalize the termination of this lease.
3. The affidavit of termination will be filed with the Polk County Recorder's Office to evidence the termination of the lease.

Passed this 29th day of October 2024,

By: _____
Angela McKenzie, Mayor Pro Tem

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Prepared by: Melanie L. Jackson, 1454 30th St., Ste. 102, West Des Moines, Iowa 50266; (515) 987-0022
Return to: Landus Cooperative, 220 SW 9th Street, Suite 300, Des Moines, IA 50309
Send Tax Statements to: Landus Cooperative, 220 SW 9th Street, Suite 300, Des Moines, IA 50309

TERMINATION OF LEASE

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, _____, after being first duly sworn upon oath, depose and state that I am the _____ for the City of Bondurant.

There appears in the Polk County, Iowa Recorder's Office a Lease between FC Cooperative and the City of Bondurant, recorded November 21, 2008, in Book 12837, Page 146.

Base upon our investigation of the matter, it has been determined that the building that the City of Bondurant was leasing from FC Cooperative has been vacated by the City. The City of Bondurant is no longer using the building subject to the lease.

The City of Bondurant has no records of payments being made recently and considers the lease to be terminated. This affidavit is being executed to evidence the termination of said lease agreement.

Further, Affiant Sayeth not.

_____, City of Bondurant

Subscribed and sworn to before me, the undersigned Notary Public, on this ____ day of _____, 2024 by the said _____ as _____ of the City of Bondurant.

Notary Public, State of Iowa

62.00
Chg JM



Doc ID: 021725550012 Type: GEN
Recorded: 11/21/2008 at 08:53:55 AM
Fee Amt: \$62.00 Page 1 of 12
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2009-00033770

BK 12837 PG 146-157

Type of Document: Lease

Mark Arentsen 200 2nd St NE Bondurant 50035
Preparer Information: (Individual's Name, Street Address, City, Zip, Phone) 515-967-2418

City of Bondurant 200 2nd St. NE Bondurant 50035
Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone) 515-967-2418

RETURN TO: City of Bondurant 200 2nd St NE Bondurant 50035
Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone) 515-967-2418

Grantors:

FC Cooperative

Grantees:

City of Bondurant

Legal Description:

-EX S 50F- TT PRT LYG BET CLS OF LINCOLN & MAIN STS & 250F N
OF CL C G & W RY MAIN TRACK
NW 1/4 NW 1/4 SEC 31-80-22

Book & Page Reference:

Resolution: #08-193

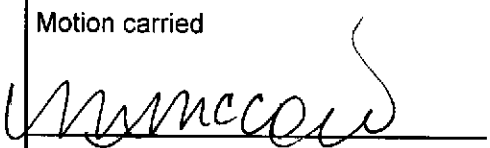
Agenda Item: #22

Date: November 03, 2008

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

That the Lease Agreement between the City of Bondurant, Polk County, Iowa, and FC Cooperative II, is hereby approved as presented.


Moved by Bailey Second by Ryan to adopt.

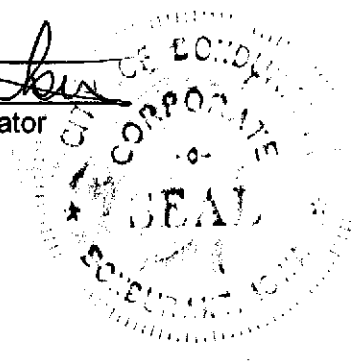
Council Action	Yeas	Nays	Pass	Absent
Adams	✓			
Bailey	✓			
Boatwright	✓			
Ryan	✓			
Sullivan	✓			
Motion carried				
				
Marla McCoid, Mayor				

CERTIFICATE

I, Mark J. Arentsen, City Administrator of said City 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.


Mark J. Arentsen, City Administrator



LEASE AGREEMENT

BETWEEN

FC COOP II
AS LESSOR

AND

CITY OF BONDURANT
AS LESSEE

DATED NOVEMBER 03, 2008

CONCERNING PROPERTY LEGALLY DESCRIBED AS:

98 Lincoln Street, Northeast, Bondurant, Polk County, Iowa
-EX S 50F- TT PRT LYG BET CLS OF LINCOLN & MAIN STS & 250F
N OF CL C G & W RY MAIN TRACK
NW 1/4 NW 1/4 SEC 31-80-22

LEASE AGREEMENT

This Lease Agreement executed in duplicate made and entered into this 3rd day of November, 2008, by and between FC Coop II(hereinafter referred to as "Lessor" or "Landlord"), whose address for the purpose of this Lease is 1531 Airport Road, Suite 2, Ames, Iowa, 50010, and City of Bondurant(hereinafter referred to as "Lessee" or "Tenant"), whose address for the purpose of this Lease is 200 Second Street, Northeast, Bondurant, Iowa, 50035.

WITNESSETH THAT:

ARTICLE 1
PREMISES

In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby leases and takes from Lessor, the following described Leased Premises legally described as:

98 Lincoln Street, Northeast Bondurant, Polk County, Iowa

The foregoing premises is hereinafter referred to as the "leased premises" or "the premises."

Lessee acknowledges that during the term of this lease, the premises shall be used solely for use as a Maintenance Building for the City of Bondurant Public Works Department. The lessee has inspected the Leased Premises and accepts them in their present "as is" condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to improve the Leased Premises have been made by Lessor.

ARTICLE 2
TERM OF LEASE

The term of this Lease shall be month to month and commence effective on the 3rd day of November, 2008. Said Lease shall automatically renew each month at the anniversary of the expiration date.

ARTICLE 3
POSSESSION

Lessee shall be entitled to possession on the 03rd day of November, 2008.

ARTICLE 4
USE

The Leased Premises shall be used by Lessee as a Maintenance Building for the City of Bondurant Public Works Department. Lessee, except as otherwise provided in this Lease, shall not abandon or vacate the Leased Premises or any part thereof before the end of the Lease Term.

ARTICLE 5
RENT

Lessee shall pay to Lessor, at the office of Lessor or such other place as Lessor may designate in writing, in lawful money of the United States, rent during the term of this Lease in the amount of \$100.00 per month.

ARTICLE 6
LESSEE'S REPAIR AND MAINTENANCE OBLIGATION

Lessee shall during the term of the Lease including any extension thereof, at its own expense, maintain and make all necessary repairs and replacements to the Leased Premises the sidewalks, curbs, and parking lot or appurtenant to the Leased Premises including, but not limited to mowing, snow removal, seal coating, concrete repair and any and all necessary maintenance or repair items. Such maintenance, repairs and replacements, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly, as and when necessary. All repairs and replacements shall be in quality and class at least equal to the original work, ordinary wear and tear excepted. On default of Lessee in making such maintenance, repairs or replacements, Lessor may, but shall not be required to, make such repairs and replacements for Lessee's account, and the expense thereof shall constitute and be collectible as additional rent.

ARTICLE 7
UTILITIES, SERVICES, AND PERSONAL PROPERTY TAXES

Lessee shall be responsible for directly making prompt payment to all utility and service providers, lawn care, snow and trash removal, janitorial services, and any other utilities or services currently provided to the Leased Premises. Lessee shall be responsible and pay, when due, all personal property taxes regarding the premises.

ARTICLE 8
REAL ESTATE TAXES AND ASSESSMENTS

Lessee shall timely pay, prior to delinquency, all real estate taxes, assessments, water and sewer charges, and other governmental levies against the Premises including the fixtures, furnishings, equipment and personal property located on the Leased Premises, which become due and payable during its period of occupancy.

ARTICLE 9
OPERATING EXPENSES

Lessee shall pay all expenses of operation of the Premises.

ARTICLE 10
TEMPORARY INTERRUPTION OF SERVICES

Lessor shall not be liable to Lessee, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage, or for any injury to any person or property caused by or resulting from any casualties, riots, strikes picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control, or from any temporary failure or lack of services and Lessee shall indemnify Lessor and hold Lessor harmless from any claim or damage because of such inconvenience, loss, damage or injury. No variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control or temporary failure or lack of such services shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

ARTICLE 11
RESPONSIBILITY OF LESSEE TO PROTECT LEASED PREMISES

Lessor shall have no responsibility or liability with respect to any loss, damage or theft of any personal property situated on or about the Leased Premises. Lessee assumes responsibility for protecting the Leased Premises included therein from theft, robbery and pilferage. Lessee assumes responsibility for maintaining adequate insurance coverage to insure itself and third parties against any and all loss or damage to any of its personal property within or on the Leased Premises resulting from theft, robbery or pilferage, and Lessee covenants and agrees to indemnify and save harmless Lessor from all liability whatsoever which may arise from any such theft, robbery or pilferage on the leased premises, including but not limited to costs and expenses of defense as discussed further in the following article. Lessee shall provide

Lessor with proof of liability coverage for the premises and shall provide Lessor with an insurance binder as evidence of said coverage upon Lessee taking possession of the premises.

Lessor shall have no responsibility or liability to any one using the leased premises to any person, including lessee, lessee's agents, employees customers, or any third party utilizing the leased premises, including the general public, for any personal injury that may occur on the leased premises. Lessee assumes responsibility for maintaining adequate insurance coverage to insure itself, and any user of the leased premises against any and all loss or damage which may occur on the leased premises or any improvements thereon. Lessee agrees to hold Lessee harmless and indemnify Lessor for any all liability which may arise, in fact or by allegation, on the leased premises, including but not limited to the costs of defense, as discussed further in the following article.

All obligations for indemnification under this provision shall commence upon Lessee taking possession of the premises.

ARTICLE 12
INDEMNITY

Lessee covenants with Lessor that Lessor, shall not be liable for any damage or liability of any kind or for any injury or death of a person or damage to property of Lessee or any other person during the term of this Lease from any cause whatsoever by reason of the use, occupancy and enjoyment of the Leased Premises by Lessee or any other person. Lessee shall indemnify, defend, save and keep Lessor harmless from and against all losses, damages, injuries, claims, demands, actions, suits, judgments, decrees and expenses, including legal expenses, attorney fees and investigation costs of Lessor, of whatsoever nature, arising by reason of the use or operation of the Premises not caused by the intentional act or omission of Lessor, or its agents or employees. Lessee shall indemnify, defend, save and keep Lessor harmless from and against all losses, damages, claims, demands, actions, suits, judgments, decrees and expenses, including legal expenses, attorney fees and investigation costs of Lessor, of whatsoever nature, arising by reason of any damage to the person or any property of Lessee, its agents, employees, invitees or customers, resulting from fire or any other casualty not caused by the intentional act or omission of Lessor, or its agents or employees. This obligation to indemnify shall include payment by Lessee of all reasonable attorneys' fees and investigations costs of Lessor and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made or may be made.

All obligations for indemnification under this provision shall commence upon Lessee taking possession of the premises.

ARTICLE 13
QUIET ENJOYMENT

Lessor represents and warrants that it has full right and authority to enter into this Lease, and that Lessee, upon paying the rental herein set forth, and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premise for the term hereof without hindrance or molestation from Lessor, subject to the terms and conditions of this Lease.

ARTICLE 14
NOTICES

Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessor to Lessee or by Lessee to Lessor shall be deemed to be complied with, when and if, the following steps are taken.

- A. All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address set forth in the first paragraph of this Lease, or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith.
- B. Any notice or document required or permitted to be delivered or given hereunder shall be deemed to be delivered or given, whether actually received or not, when deposited in the United States mail, postage prepaid, by either certified mail with return receipt requested or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names in the first paragraph of this Lease, or at such other address as they have heretofore specified by written notice delivered in accordance herewith.
- C. Any notice or document required or permitted to be delivered hereunder by Lessor to Lessee also shall be deemed to be delivered if and when delivered personally to Lessee or to any manager at the Leased Premises.

ARTICLE 15
LESSOR'S REMEDIES UPON DEFAULT

If one or more of the following events (herein called

"defaults") shall happen and be continuing, namely:

- (a) Lessee fails to make punctual payment of any rent herein agreed to be paid; and such failure continues for a period of ten days after written notice thereof by the Lessor to the Lessee;
- (b) Lessee fails to perform or observe any other covenant, agreement or condition to be performed or kept by the Lessee under the terms and provisions of this Lease, and such failure continues for thirty (30) days after receipt of written notice thereof by the Lessee from the Lessor or, if the default is of a nature that the same cannot practicably be cured within said thirty (30) day period and the Lessee shall not within said thirty (30) day period commence and be proceeding with due diligence and dispatch to cure and perform such default, covenant, agreement, or condition.

Then, and in such event the Lessor shall have the right, at its option, then or at any time thereafter and while such default shall continue, to re-enter and take complete and peaceful possession of the Premises and Equipment and declare this Lease forfeited and the term thereof ended, and with or without process of law remove all persons therefrom. Lessee in such event shall peacefully and quietly yield up and surrender the Premises and Equipment and any fixtures to the Lessor and execute and deliver to the Lessor such instrument or instruments as will properly evidence termination of the Lessee's rights and interest under this Lease, and as may be required by the Lessor.

ARTICLE 16
RIGHTS TO ASSIGN AND SUBLEASE

Lessee shall not assign, mortgage, or encumber this Lease, nor sublet or permit the Leased Premises or Equipment or any part thereof to be used by others, without the prior written consent of Lessor.

ARTICLE 17
LESSEE'S RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

Hazardous Substances. The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated byphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or

regulation now or hereafter enacted or promulgated by any governmental authority.

Environmental Clean-up.

(a) Lessee shall, at Lessee's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

(b) Lessee shall, at Lessee's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

(c) Should any authority or any third party demand that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Lessee's Restrictions. Lessee shall not cause or permit to occur:

(a) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, including, but not limited to soil and groundwater conditions; or

(b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal or any Hazardous Substances on, under, or about the premises, or the transportation to or from the premises of any Hazardous Substance, except petroleum and other products required of Lessee in the operating of its business which shall be used, stored and disposed of in conformance with applicable laws and regulations.

Substances that occurs during the term of this Lease, at or from the premises, or which arises at any time from Lessee's use or occupancy of the premises, then Lessee shall, at Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Lessee shall carry out all such clean-up plans.

(d) Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Lessor.

(e) Lessee's obligations and liabilities under this Section, shall survive the expiration of this Lease.

Lessee's Indemnity.

(a) Lessee shall indemnify, defend and hold harmless the

Lessor from all fines, suits, procedures, claims and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the premises, or which arises at any time from Lessee's use or occupancy of the premises, or from Lessee's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws.

(b) Lessee's obligation and liabilities under this Section shall survive the expiration of this Lease.

ARTICLE 18
SURRENDER UPON TERMINATION OF LEASE

At the expiration of the lease term or termination of the Lease for any other reason Lessee shall: surrender the Premises in as good condition as it was at the beginning of the term, ordinary use and wear and tear excepted.

ARTICLE 19
INVALIDITY OF PARTICULAR PROVISIONS

If any clause or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation or any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is in the sole determination of Lessor, essential to the rights of both parties, in which event Lessor has the right to terminate this Lease on written notice to Lessee.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Lease as of the date and year first above written.

LESSOR:

FC Coop II

By: *Dustin Weiser*

Printed Name: DUSTIN WEISER

Title LOCATION MANAGER



Michelle Wells 11-18-08

LESSEE:

City of Bondurant

By: *Mark Arentsen*

Printed Name: Mark Arentsen

Title: City Administrator



Michelle Wells 11-18-08