

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/81911996496>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL NOVEMBER 18, 2024

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on November 18, 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 November 4, 2024, City Council Meeting Minutes
 - b. Claims List
 - c. Applications for Council Approval
 - d. - Resolution approving 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services
 - e. - Resolution approving the FY24 Urban Renewal Report
 - f. - Resolution authorizing the Tax Increment Financing (TIF) Indebtedness Certification to the County Auditor for Fiscal Year 2026
 - g. - Resolution affixing a date for a public hearing to consider eligible project(s) for an upcoming pre-application by the City to the Iowa Economic Development Authority's Community Catalyst Building Remediation Grant Program
 - h. - Resolution approving contract with Bolton & Menk in the amount of \$7,600 for engineering services related to the Parks & Recreation Events Center Facility Renovation Project, where such engineering services are in coordination with the FEH Design contract approved on November 2, 2024
 - i. - Resolution Authorizing the City Administrator to Sign an Agreement with MidAmerican Energy for Incentives Associated with the Bondurant Emergency Services Facility Project

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

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

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- j. - Resolution approving pay request no. 1 to RW Excavating Solutions for the Parkside Trail Connection Project in the amount of \$190,810.52
- k. - Resolution approving a U-STEP Agreement No. 24-USTEP-040 with the Iowa Department of Transportation for intersection improvements at 2nd Street, NE and US 65/Hubbell Avenue
- l. - Resolution approving change order no. 2 for added work for the 15th Street, SE and 13th Street Stormwater Improvements in the amount of \$2962.50
- m. - Resolution approving pay request no. 1 to James Construction LLC for the 15th Street Stormwater Project in the amount of \$43,369.87
- n. - Resolution approving a Joint Use Agreement with Mid-American Energy for easements both parties have acquired for the Civic Campus Improvement Area
- o. - Resolution approving the Harvest Meadows Plat 2 Final Plat
- p. - Resolution approving pay request no. 2 for the Bondurant Emergency Services Facility Project in the amount of \$592,178.75
- q. - Resolution of endorsement for the City of Bondurant's pre-application to the Iowa Department of Agriculture and Land Stewardship's Water Quality Initiative, Urban Conservation, Grant Program for funding to assist with making stormwater enhancements at the Parks & Recreation Events Center Facility Renovation Project Site
- r. - Resolution approving pay request no. 15 to KLC Construction LLC (partial retainage release) for the 15th Street and NE 88th Street/32nd Street, SE and Jorie Way Water Main Project in the amount of \$50,000
- s. - Resolution reappointing Joshua Bryant to the Library Board of Trustees
- 6. Guests requesting to address the City Council
- 7. **Public Hearing**
 - a. Public hearing regarding authorizing the City of Bondurant's application for financial assistance with the United States Department of Agriculture, Rural Development, to finance the following project: Water Tower, Associated Water Tower Mains, and Acquisition of the Water Treatment Facility/Wells Site(s)
- 8. Action Items
 - a. - Resolution authorizing the City of Bondurant's application to the United States Department of Agriculture, Rural Development, to finance the following project: Water Tower, Associated Water Tower Mains, and

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Acquisition of the Water Treatment Facility/Well(s) Sites

- b. R-241021-223- Discussion and possible action on 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 (currently tabled)
- 9. Discussion Items -
 - a. Council Board Appointments
 - b. Zoning & Subdivision Code Update Discussion led by Confluence
- 10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
- 11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
- 12. Adjournment

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

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

Item No. 5.a.
For Meeting of 11/18/2024
Motion

TITLE: Approval of November 4, 2024, City Council Meeting Minutes

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. November 4, 2024 City Council Meeting Minutes

*A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
November 4, 2024
Bondurant City Council

1. Roll Call

Present: Mayor Doug Elrod, Council Member Tara Cox, Council Member Angela McKenzie, Council Member Bob Pfeffer, Council Member Matt Sillanpaa, Council Member Chad Driscoll

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

2. Call to Order and Declaring a Quorum

Mayor Elrod called the meeting to order at 06:05 PM and declared a quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Driscoll, seconded by Pfeffer, to amend the agenda by removing items #5p & #5t. Vote on Motion 5-0. Motion carried. Motion by Driscoll, seconded by Pfeffer, to approve the agenda as amended. Vote on Motion 5-0. Motion carried.

5. Consent Agenda:

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

- a. Approval of October 21, 2024, & October 29, 2024 City Council Meeting Minutes
- b. Claims List
- c. Applications for Council Approval
- d. Receive & File - FY24 Street Finance Report
- e. Receive & File - BES September Monthly Report

**A virtual meeting was offered.*

- f. R-241104-231- Resolution approving Professional Services Agreement with Shive-Hattery in the amount of \$18,900 for schematic design work associated with the Garden installation at the ARTocka Trail Loop
- g. O-241007-214 - (Third Reading) Ordinance regarding request to rezone 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
- h. R-241104-232- Resolution approving the Annual Finance Report to the State of IA for FY24 and receiving and filing for Audit
- i. R-241104-233- Resolution affixing a date for a public hearing regarding authorizing the City of Bondurant's application for financial assistance with the United States Department of Agriculture, Rural Development, to finance the following project: Water Tower, Associated Water Tower Mains, and Acquisition of the Water Treatment Facility/Wells Site(s)
- j. R-241104-234- Resolution approving pay request no. 5 to Gerard Tank & Steel for the Water Tower Project in the amount of \$151,131.90
- k. R-241104-235- Resolution approving pay request no. 6 to Gerard Tank & Steel for the Water Tower Project in the amount of \$984,100.89
- l. R-241104-236- Resolution approving agreement with HR Green for the Professional Services Agreement for 2nd Street, NW Widening Project Improvements Fireside Dr. NW to Lincoln Street, NE in the amount not to exceed fee of \$149,000.00
- m. R-241104-237- Resolution approving amendment no. 1 to agreement with McClure Engineering for the Professional Services Agreement for 15th Street Area Stormwater Improvements Project in the amount of \$10,500
- n. R-241104-238
- Resolution accepting the Quit Claim Deed from the Polk County Conservation Board regarding its donation of Parcels [8022-29-300-009](#) and [8022-29-400-002](#) to the City of Bondurant for the purposes of extending the Chichaqua Valley Trail through these parcels
- o. R-241104-239- Resolution authoring the Mayor to execute an agreement with FEH Design for design services related to the Parks &

**A virtual meeting was offered.*

Recreation Events Center Facility Renovation Project in the amount of \$35,000 for schematic design services + a 6.5% percentage-based factor for design development, bidding, and construction administration services

- p. R-241104-240- Resolution releasing Request for Proposals (RFP) regarding the City of Bondurant soliciting proposals for private development of Lot 1 and Lot 2 of the Civic Campus North Preliminary Plat
- q. R-241104-241- Resolution approving change order no. 2 for added work for the Civic Campus Phase 1 Public Improvements in the amount of \$66,528.28
- r. R-241104-242- Resolution Authorizing Internal Advance for Funding of Urban Renewal Project (Grain District Downtown Redevelopment Project)
- s. R-241104-243- Resolution approving pay request no. 4 to McAninch Corporation for the Civic Campus Improvements Phase 1 Project in the amount of \$86,198.96
- t. R-241104-244- Resolution adopting the 2024 Pavement Standards Recommendations as Formal Policy
- u. R-241104-245- Resolution approving pay request no. 1 to Caliber Concrete LLC for the 1st & 3rd Street Parking Lot Project in the amount of \$90,736.66
- v. R-241104-246- Resolution approving change order No. 1 for added work for the 15th Street, SE and 13th Street Stormwater Improvements in the amount of \$48,380.00
- w. R-241104-247- Resolution approving Amendment No. 3 to the professional services agreement with RDG in the amount of \$220,770 for the design of Phase 2 of City Park
- x. R-241104-248- Resolution approving Terracon Testing Inspections Proposal in the amount of \$42,758
Council members requested clarification on a couple of consent agenda items.

**A virtual meeting was offered.*

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

6. Guests requesting to address the City Council

Alicia Johnson, 3305 Oak Drive, SW, addressed the council regarding the streetlight situation in her neighborhood. Public Works Director Horton provided an update to the council and the public on the progress, explaining the ongoing collaboration with Shive-Hattery to resolve the issue.

7. **Public Hearing**

a. Public Hearing on the plans, specifications, and form of contract for the Civic Campus Phase 2 Project

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

Public Works Director Horton updated the council and the public regarding the project. Brady Carter, Mainline Construction, NE 9153 Morgan Drive, questioned the targeted small business portion of the apparent low bid. City Engineer Weber clarified the discrepancy and explained the process for reaching acceptance.

Mayor Doug Elrod closed the public hearing at 06:28 PM.

8. Action Items

a. R-241021-223- 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
Motion by Driscoll, seconded by Sillanpaa, to move R-241021-223 off the table. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

Motion by Driscoll, seconded by Sillanpaa, to move to consider R-241021-223 regarding the 28E Agreement. Vote on Motion 5-0. Motion carried.

The council reviewed the agreement and discussed responses to the questions raised at the previous council meeting.

Motion by Driscoll, seconded by Sillanpaa, to table R-241021-223. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

b. O-241104-216 - (First Reading) Ordinance Amending Ordinance No. 91-25 Providing for the Division of Taxes Levied on Taxable Property in the

**A virtual meeting was offered.*

1991 Addition to the Bondurant Urban Renewal Area, Pursuant to Section 403.19 of the Code of Iowa

Motion by Pepper, seconded by Driscoll, to waive the first and second reading, and approve the third and final reading of O-241104-216. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None.

Absent: None. Motion carried 5-0.

- c. R-241104-249- Resolution to Approve Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area

Motion by Pepper, seconded by Driscoll, to Approve R-241104-249. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None.

Absent: None. Motion carried 5-0.

- d. R-241104-250- Resolution awarding the contract for the Civic Campus Phase 2 Project in the amount not to exceed \$5.6 million

Public Works Director Horton and City Engineer Weber reported that Alliance Construction Group submitted the lowest bid, totaling \$5,251,693.65.

Motion by Pepper, seconded by Driscoll, to Approve R-241104-250. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None.

Absent: None. Motion carried 5-0.

9. Discussion Items -

- a. DART discussion

The council discussed DART and its stance on remaining a member. With several cities considering withdrawal from DART, funding adjustments and tax formula revisions may be needed to address the shifts in cost distribution across remaining members.

10. Reports / Comments and appropriate action thereon:

- a. Mayor
None.

- b. Council Members
Cox - None.
McKenzie - None.
Sillanpaa - City events meeting update, project comments, grant workshop inquiry.
Driscoll - Election Day tomorrow, questioned the Census timeline, Beggars Night comments.
Pepper - Questioned lights at Porch Swings & Fireflies.

- c. Administrator
Development Conference comments.

**A virtual meeting was offered.*

- d. Directors
 - Sanders - Department update.
 - Horton - Department update.
 - Kreuder - Department update.
 - Murray - Department update.
 - Hagan - Department and Chamber update.
- 11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Deleted.
- 12. Adjournment
 - Motion by Pepper, seconded by Sillanpaa, to adjourn at 07:55 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on November 4, 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 11/18/2024
Motion

TITLE: Claims List

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The claims list contains recent financial records for the City. It includes check registers and payroll summaries detailing payments made to vendors and employees, as well as specific refunds for utility billing accounts. Total payment amounts and fund allocations are summarized for each register.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve on roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Claims List



Check Register

Packet: APPKT00997 - 11/8/24 FOR MEETING ON 11/18/24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2771	1-DAY CDL LLC	11/08/2024	Regular	0.00	2,200.00	64509
1994	CONVERGINT TECHNOLOGIES LLC	11/08/2024	Regular	0.00	393.00	64510

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	2,593.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	2	2	0.00	2,593.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2024	2,593.00
			2,593.00



Check Register

Packet: APPKT00999 - 11/13/24 FOR MEETING ON 11/18/24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank 0177	GOLDEN CIRCLE MUNIC OFFICERS A	11/13/2024	Regular	0.00	17.50	64511

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	17.50
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	17.50

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2024	17.50
			17.50



Check Register

Packet: APPKT00994 - 11/12/2024 FOR MEETING ON 11/18/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2583	ALAN SUMMERS	11/13/2024	Regular	0.00	56.91	64512
2705	AMAZON CAPITAL SERVICES	11/13/2024	Regular	0.00	1,695.85	64513
1934	BERKEY HOME BUILDERS INC	11/13/2024	Regular	0.00	402.00	64514
2580	BLUE VALLEY PUBLIC SAFETY, INC.	11/13/2024	Regular	0.00	2,520.00	64515
1537	BOUND TREE MEDICAL LLC	11/13/2024	Regular	0.00	10.44	64516
0073	BRICK GENTRY P.C.	11/13/2024	Regular	0.00	5,697.50	64517
0577	CAPITAL CITY EQUIPMENT	11/13/2024	Regular	0.00	1,749.76	64518
1903	CENTRAL SALT LLC	11/13/2024	Regular	0.00	11,177.03	64519
0114	CONTINENTAL RESEARCH	11/13/2024	Regular	0.00	398.40	64520
2567	ENVIRONMENTAL SYSTEMS RESEARCH	11/13/2024	Regular	0.00	5,100.00	64521
2888	ETHAN SNEE FREELANCE	11/13/2024	Regular	0.00	200.00	64522
0459	GALLS LLC	11/13/2024	Regular	0.00	498.94	64523
1525	GANNETT MEDIA CORP	11/13/2024	Regular	0.00	772.30	64524
	Void	11/13/2024	Regular	0.00	0.00	64525
2850	GERARD TANK & STEEL INC	11/13/2024	Regular	0.00	1,135,232.79	64526
2880	HOTEL APPRAISERS & ADVISORS, LLC	11/13/2024	Regular	0.00	15,610.25	64527
2837	KATIE KLUS	11/13/2024	Regular	0.00	508.67	64528
1340	KONICA MINOLTA	11/13/2024	Regular	0.00	562.54	64529
2120	AARON KREUDER	11/13/2024	Regular	0.00	42.34	64530
2676	TIFFANY LUING	11/13/2024	Regular	0.00	1,738.43	64531
2650	MIDWEST CRITICAL POWER LLC	11/13/2024	Regular	0.00	21,377.19	64532
	Void	11/13/2024	Regular	0.00	0.00	64533
	Void	11/13/2024	Regular	0.00	0.00	64534
	Void	11/13/2024	Regular	0.00	0.00	64535
	Void	11/13/2024	Regular	0.00	0.00	64536
0308	MUNICIPAL SUPPLY, INC.	11/13/2024	Regular	0.00	995.85	64537
2276	MURRAY, MAGGIE	11/13/2024	Regular	0.00	821.29	64538
1457	O'REILLY AUTO PARTS	11/13/2024	Regular	0.00	16.14	64539
1504	SHIVE-HATTERY INC	11/13/2024	Regular	0.00	4,979.50	64540
1534	STRATUS BUILDNG SOLUTIONS IOWA	11/13/2024	Regular	0.00	475.00	64541
2886	TERRACON CONSULTANTS, INC	11/13/2024	Regular	0.00	4,662.50	64542
2706	VALEO NETWORKS	11/13/2024	Regular	0.00	3,254.58	64543
	Void	11/13/2024	Regular	0.00	0.00	64544
	Void	11/13/2024	Regular	0.00	0.00	64545
	Void	11/13/2024	Regular	0.00	0.00	64546
0073	BRICK GENTRY P.C.	10/31/2024	Bank Draft	0.00	10,000.00	DFT0003455
0772	FRANCOTYP-POSTALIA INC	10/28/2024	Bank Draft	0.00	500.00	DFT0003475
0416	POSTMASTER	11/04/2024	Bank Draft	0.00	640.76	DFT0003476

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	27	0.00	1,220,556.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	8	0.00	0.00
Bank Drafts	3	3	0.00	11,140.76
EFT's	0	0	0.00	0.00
	60	38	0.00	1,231,696.96

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2024	10,500.00
999	POOLED CASH	11/2024	1,221,196.96
			1,231,696.96



Check Register

Packet: APPKT01000 - 11/13/24 CIVIC CAMPUS DNR PERMIT

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0223	IOWA DEPT OF NATURAL RESOURCE	11/13/2024	Regular	0.00	230.70	64548

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	230.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	230.70

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2024	230.70
			230.70



Payroll Check Register

Checks

Pay Period: 10/21/2024-11/3/2024

Packet: PYPKT00620 - 11/08/2024 PAYOUT HOWIESON'S VACATION
Payroll Set: CITY OF BONDURANT, IA - 01

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



Payroll Check Register

Direct Deposits

Pay Period: 10/21/2024-11/3/2024

Packet: PYPKT00620 - 11/08/2024 PAYOUT HOWIESON'S VACATION
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
HOWIESON, DANIEL	1572	11/08/2024	742.28	105616



Payroll Check Register Report Summary

Pay Period: 10/21/2024-11/3/2024

Packet: PYPKT00620 - 11/08/2024 PAYOUT HOWIESON'S VACATION
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	742.28
Total	1	742.28



Payroll Check Register

Checks

Pay Period: 10/21/2024-11/3/2024

Packet: PYPKT00622 - 10/21-11/03/24 PAID ON 11/08/24
Payroll Set: CITY OF BONDURANT, IA - 01

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



Payroll Check Register

Direct Deposits

Pay Period: 10/21/2024-11/3/2024

Packet: PYPKT00622 - 10/21-11/03/24 PAID ON 11/08/24
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADKISSON, JENNIFER	3145	11/08/2024	702.48	105617
AGANS, PAYTON	1602	11/08/2024	2,007.35	105618
BAAS, JAMIE	4147	11/08/2024	242.83	105619
BAILEY, BOYCE E	7104	11/08/2024	1,312.60	105620
BERGESON, JOHN W	7121	11/08/2024	1,991.03	105621
BRIGGS, ASHTON S	1511	11/08/2024	817.39	105622
BRUCE, EMMA	3141	11/08/2024	648.78	105623
CARPENTER, JOHN C	5129	11/08/2024	1,631.29	105624
CLAMAN, CATHERINE JO	3146	11/08/2024	236.09	105625
CLAMAN, CATHERINE JO	3146	11/08/2024	354.13	105625
COLLISON, PATRICK F	5103	11/08/2024	2,640.39	105626
CORY, JOHN P	7120	11/08/2024	1,610.85	105627
CRITTENDEN, MATTHEW	1567	11/08/2024	1,342.66	105628
DE LOS SANTOS, JUAN DAVID	7128	11/08/2024	1,512.18	105629
DENHAM, DARIN	7129	11/08/2024	1,594.84	105630
DOMINGUEZ, MATTHEW P	1513	11/08/2024	855.77	105631
ELLIOTT, KYLE	1568	11/08/2024	1,093.03	105632
GANNAWAY, COURTNEY	1597	11/08/2024	1,096.08	105633
GILSON, DUSTY ALAN	7124	11/08/2024	1,639.01	105634
HAGAN, SHELBY L	5118	11/08/2024	2,735.11	105635
HARMISON, TROY G	1503	11/08/2024	1,839.61	105636
HIGGINS, DAVID P.	7105	11/08/2024	1,503.79	105637
HORTON, JOHN C	7112	11/08/2024	100.00	105638
HORTON, JOHN C	7112	11/08/2024	3,580.18	105638
HUFF, TIMOTHY J	1559	11/08/2024	2,076.86	105639
JESS, JENE' N	5123	11/08/2024	3,459.78	105640
JOHNSON, ANNASTASHA	5130	11/08/2024	1,469.24	105641
KING, CHRISTINA M	3143	11/08/2024	793.98	105642
KLINKER-FELD, MICHELL M	3135	11/08/2024	2,268.37	105643
KLUS, KATIE	5134	11/08/2024	1,587.65	105644
KREUDER, AARON M	1441	11/08/2024	3,834.58	105645
KRUSE, OSCAR	1586	11/08/2024	414.11	105646
LUING, TIFFANY A	5133	11/08/2024	1,986.86	105647
LUNDQUIST, BRADLEY D	1555	11/08/2024	797.99	105648
MARSHMAN, CRAIG A	5125	11/08/2024	1,773.75	105649
MASON, KYLE	1598	11/08/2024	1,359.14	105650
MERRILL, SARAH J	1590	11/08/2024	2,327.16	105651
MILLER, BRODY E	1582	11/08/2024	1,418.25	105652
MURRAY, MARGARET	5126	11/08/2024	3,236.57	105653
OLIVER, MARKETA S	8403	11/08/2024	3,818.83	105654
OLIVER, MARKETA S	8403	11/08/2024	300.00	105654
PEZLEY, ISAAC J	5132	11/08/2024	2,326.47	105655
POWELL, TREVOR ALAN	7130	11/08/2024	506.89	105656
RAUTERBERG, ANTHONY	1599	11/08/2024	2,643.91	105657
REYNOLDS, RAY A	1537	11/08/2024	995.11	105658
RICCIO, ANTHONY F	1583	11/08/2024	438.54	105659
SANDERS, JILL C	3128	11/08/2024	3,358.41	105660
SCHINCKE, MEGAN	3137	11/08/2024	125.00	105661
SCHINCKE, MEGAN	3137	11/08/2024	461.06	105661
SCHINCKE, MEGAN	3137	11/08/2024	1,075.82	105661
SEXTON, WILLIAM M	7125	11/08/2024	250.00	105662

Employee	Employee #	Date	Amount	Number
SEXTON, WILLIAM M	7125	11/08/2024	1,153.97	105662
SPENCER, OWEN	1603	11/08/2024	1,491.44	105663
SPOERRY, DANIELLE M	1527	11/08/2024	1,518.34	105664
SUHR, CARLENE E.F.	3144	11/08/2024	1,468.53	105665
SUMMERS, AANNA N	1575	11/08/2024	571.95	105666
SUMMERS, ALAN C	1534	11/08/2024	1,772.48	105667
WELTHA, CLAYTON	1566	11/08/2024	730.99	105668



Payroll Check Register Report Summary

Pay Period: 10/21/2024-11/3/2024

Packet: PYPKT00622 - 10/21-11/03/24 PAID ON 11/08/24
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	58	86,899.50
Total	58	86,899.50



Refund Check Register

Refund Check Detail

UBPKT06084 - 11/13/24 - UB REFUND 16-02029-01

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
16-02029-01	WINTHER, OLIVIA R	11/13/2024	64547	140.38			140.38	Deposit
Total Refunds: 1		Total Refunded Amount:		140.38				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	140.38
Revenue Total:	140.38

General Ledger Distribution

Posting Date: 11/13/2024

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER	600-000-1101	CLAIM ON POOLED CASH	-140.38	Yes
	600-050-2141	APPLIED CREDITS	140.38	
	600 Total:		0.00	
Fund: 999 - POOLED CASH	999-000-1100	POOLED CASH	-140.38	
	999-050-2300	DUE TO OTHER FUNDS	140.38	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT06063 - Refunds 01 UBPKT06061 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01303-03	GEHRKE, JANELLE S	11/6/2024	64487	114.85			114.85	Generated From Billing
01-01305-04	BLANCO, DEANNA	11/6/2024	64488	225.27			225.27	Generated From Billing
01-01764-04	BOS, TRACEY L	11/6/2024	64489	118.74			118.74	Generated From Billing
01-01848-05	HENLE, CINNAMON T	11/6/2024	64490	6.52			6.52	Generated From Billing
01-02082-11	MORA, ARTURO M	11/6/2024	64491	110.78			110.78	Generated From Billing
01-02386-12	DORF, ADAM J	11/6/2024	64492	69.80			69.80	Generated From Billing
01-02429-10	DREES, KOLBY J	11/6/2024	64493	95.67			95.67	Generated From Billing
01-02734-02	HABERL, CORY D	11/6/2024	64494	119.71			119.71	Generated From Billing
01-02750-01	KERR, ALEX	11/6/2024	64495	122.64			122.64	Generated From Billing
01-02861-03	ZACHARY T SIMPSON	11/6/2024	64496	118.74			118.74	Generated From Billing
01-03190-05	LIBOY, LASHONDA D	11/6/2024	64497	60.37			60.37	Generated From Billing
01-03213-10	JENNIFER TAFT	11/6/2024	64498	5.36			5.36	Generated From Billing
02-01120-02	WHEELER, BRYAN	11/6/2024	64499	122.64			122.64	Generated From Billing
05-02605-03	LLC, NAIG REAL ESTATE	11/6/2024	64500	163.36			163.36	Generated From Billing
06-02442-02	ROMERO, IMELDA	11/6/2024	64501	97.13			97.13	Generated From Billing
12-01189-01	DOZARK, ALLISON	11/6/2024	64502	73.57			73.57	Generated From Billing
14-03204-05	JEAN STROTTMAN	11/6/2024	64503	55.69			55.69	Generated From Billing
16-01376-02	THOMPSON, TAYLOR D	11/6/2024	64504	122.64			122.64	Generated From Billing
16-01808-02	BRIAN KOSSACK	11/6/2024	64505	70.69			70.69	Generated From Billing
16-01837-01	SMITH, KELLI R GETTINGS	11/6/2024	64506	107.83			107.83	Generated From Billing
16-01915-03	ESCALONA, DOUGLAS I	11/6/2024	64507	110.95			110.95	Generated From Billing
16-02095-00	SENECA COMPANIES, INC	11/6/2024	64508	844.52			844.52	Deposit
Total Refunds: 22		Total Refunded Amount:		2,937.47				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2937.47
Revenue Total:	2937.47

General Ledger Distribution

Posting Date: 11/01/2024

Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER			
600-000-1101	CLAIM ON POOLED CASH	-2,937.47	Yes

General Ledger Distribution

Posting Date: 11/01/2024

	Account Number	Account Name	Posting Amount	IFT
	600-050-2141	APPLIED CREDITS	2,937.47	
		600 Total:	0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-2,937.47	
	999-050-2300	DUE TO OTHER FUNDS	2,937.47	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
POLITO'S, LLC	Abbie's	(515) 957-8545		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
210 Lincoln Street Northeast		Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
1263 Bentwood Court	Altoona	Iowa	50009	

Contact Person

NAME	PHONE	EMAIL
Brant Polito	(515) 339-4446	bpolito@ymail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 1, 2024	Sep 30, 2025	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brant Polito	Bondurant	Iowa	50035	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Farm Bureau Financial Services

POLICY EFFECTIVE DATE

Oct 1, 2024

POLICY EXPIRATION DATE

Oct 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
AYENSE INC	Bonita Mexican Grill	(440) 231-9801		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
87 Paine Street Southeast	Suite #'s 5 & 6	Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
87 Paine Street Southeast	Bondurant	Iowa	50035	

Contact Person

NAME	PHONE	EMAIL
Fabio Tejeda Garnica	(440) 231-9801	tejedafabio70@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0050687	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 1, 2025	Dec 31, 2025	

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Fabio Tejeda Garnica	Bondurant	Iowa	50035	President	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

Dec 4, 2024

POLICY EXPIRATION DATE

Dec 4, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

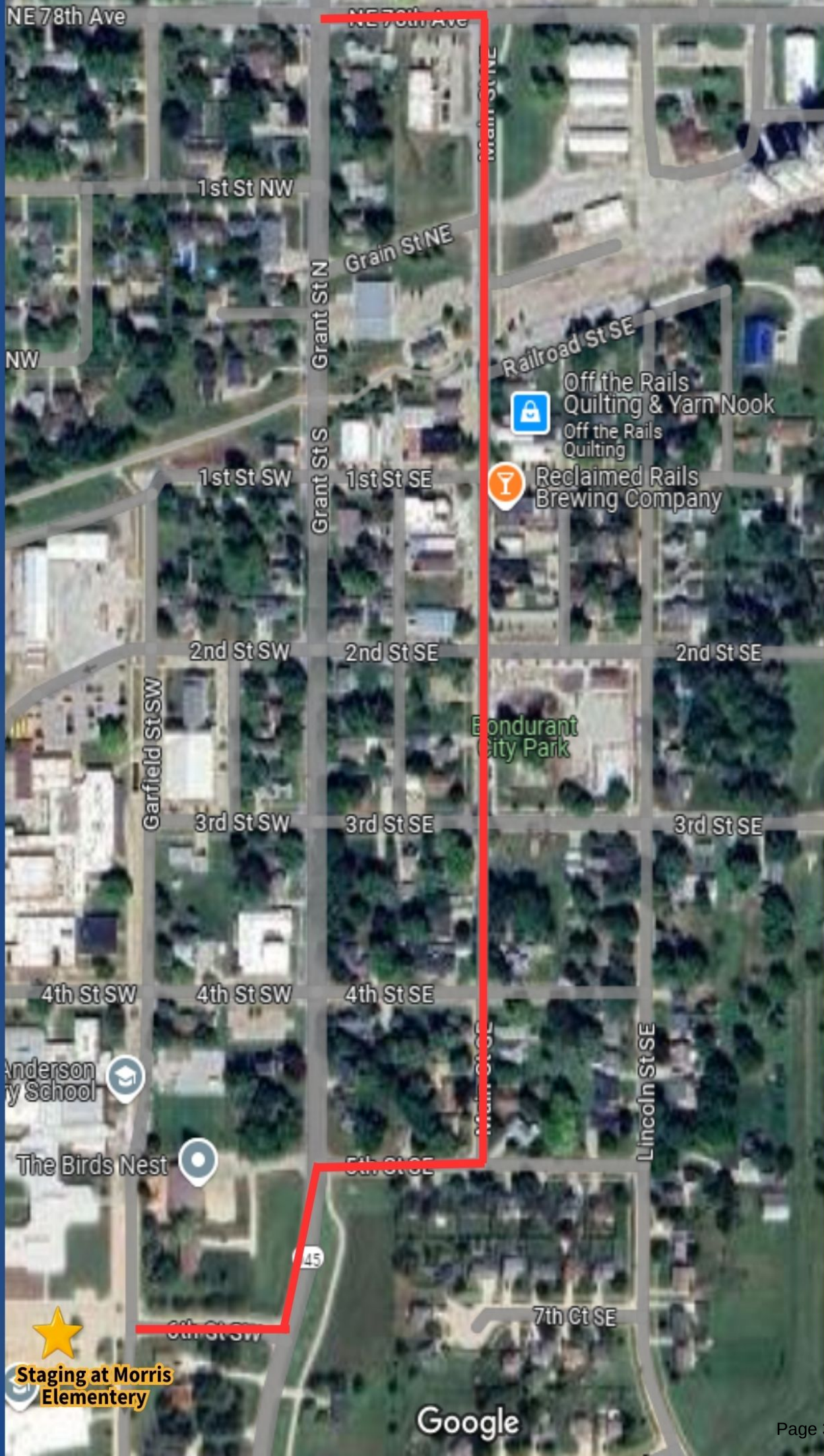
BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

MERRY ST BRIGHT

PARADE ROUTE



Special Event Packet



Special Event Permit—Guidelines and Requirements

As an individual or organization requesting use of City of Bondurant public property or right-of-way for a special event, you have basic responsibilities to fulfill in order to conduct your event with the approval of the City of Bondurant. The public property may include the use of the streets, trail system, or parkland. Receiving approval from the City of Bondurant does not preclude responsibility for any additional permits or approvals by the City or related to state and federal regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances.

The City of Bondurant will determine whether an event is classified as a Special Event if outside of the description stated. The following general guidelines and responsibilities apply to activities such as parades, runs/walks, athletic events, street fairs, outdoor concerts, block parties, bicycling events, and/or fundraisers.

- A. Upon issuance of the Special Events Permit, the applicant must comply with insurance provisions requiring a certificate of Insurance naming the City of Bondurant and its officials, agents, employees, and board members as a co-insured in the following amounts: General Liability and Dram Shop Insurance (if serving alcohol) coverage in an amount not less than \$1,000,000 per occurrence. Please note that insurance requirements are waived for neighborhood-based block parties.
- B. The application must include a **map of the specific area** to be used or route to travel. The map must delineate the City property to be used (Streets/Sidewalks/Trails/Parks, etc.) start and finish points and direction of flow, if applicable, as well as location(s) of outdoor toilet, trash receptacles, street barricades, and liquor dispensing area(s), if any.
- C. The applicant must comply with all federal, state, county, and city laws; ordinances and regulations including all regulations adopted and established by the city.
- D. The applicant must assume extra costs, if applicable, associated with public safety and sanitation at the level of service required by the City of Bondurant. This includes the number and type of barricades, number of portable toilets and trash receptacles, and the number and hours of police/security officers or other city staff as required.
- E. If alcoholic beverages are to be sold or an entrance or admission is charged for an event at which alcoholic beverages will be served, a [Liquor Permit](#) and [Dram Shop Insurance](#) will be required. This permit, which is not included in the application for the Special Event Permit, requires consideration and approval by the Bondurant City Council and, in most instances, requires approval by the State of Iowa.
- F. If the event is held in a secured area, allowance must be made for access for fire emergencies including a minimum of two (2) exits. Events held on public streets must include an allowance for a continuous, through traffic lane for use by public safety personnel in an emergency. Council approval and [type III barricades](#) are always required for any street closure. The barricades must be sufficient as to completely close the street or roadway but yet be easily and quickly removable solely for emergency vehicle access.
- G. The use of a tent more than 200 square feet (enclosed) or canopy style (open on three sides) of more than 400 square feet require proof of the retardancy from the manufacturer or supplier as well as the proposed location and intended use of the tent.
- H. Signage for the event must adhere to the City's Sign Ordinance. Compliance may require a sign permit, issued by the [Planning and Development Department](#).

- 
- I. City Code section 53.03 for commercially zoned areas states the music end time is 12:00 midnight Sunday-Thursday and 2:00 AM Friday and Saturday. For residentially zoned areas the music end time is 10:00 PM Sunday-Thursday and 12:00 midnight Friday and Saturday. If the event will utilize amplified sound a [noise permit](#) will be needed. As indicated above, the cost of the permit, issued by the City Clerk must be included in the application fee for the Special Event Permit.
 - J. Any valid complaint of disturbance of the peace will result in a warning and if it continues, it shall be reason to terminate the event/block party.
 - K. The following number of portable toilets is required in accordance with estimated event attendance: For events with alcohol, one portable toilet for every 150 people and for events without alcohol, or one portable toilet for every 250 people.
 - L. The applicant must utilize police/security officers if recommended by the City or Polk County Sherriff Office. When alcohol is available at the event, the applicant must comply with the recommendations. In some instances off-duty officers may be hired; contact the Polk County Sherriff's office for details.
 - M. The applicant must propose a plan to address sanitation/garbage collection for the event.
 - N. If the event requires the closure of public streets, a separate page will need to list all property owners impacted by the street closure with their printed name, signature, and address. All property owners in the immediate affected area to be blocked off shall be notified in advance of the street closure.
 - O. Depending on the estimated event attendance consider contracting emergency medical services to be prepared in case of a medical emergency.

Special Event Application

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

(Please Print)

Event Name Merry& Bright Parade **Date(s) of Event** 12/8/24

Location See Map

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

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

(Please Print)

Organization Hosting Event CITY OF BONDURANT

Contact Person KATIE KLUS **Day Phone** 5156306982

Email KKLUS@CITYOFBONDURANT.COM

Addl. Contact _____ **Day Phone** _____

Email _____

Type of Event:

Check all that apply.

☒
☐
☐
☐

Parade

Fair/Festival

Bicycle Event

Other (please explain) _____

☐
☐

Fundraiser

Outdoor Concert

☐
☐

Walk/Run Event

Block Party

Describe the Event (please attach additional pages if necessary):

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

Event Details:

(provide estimated counts)

Estimated Attendance 200

Trash Containers _____

Portable Toilets _____

Open to the general public? ☒ Yes ☐ NoTents ☐ Yes ☒ NoInflatable Houses/Toys ☐ Yes ☒ NoAmplified Music ☐ Yes ☒ NoAlcoholic Beverages ☐ Yes ☒ NoBanners/Signs ☐ Yes ☒ No**Vendors:**

(provide estimated counts)

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

• Number of Vendors 0

• List of Vendors and/or Type of Vendor

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

Special Provisions: (city provided—for example: trash containers, barricades, etc.)Is there any special assistance that you will need the City to provide? ☒ Yes ☐ NoWill you need to [borrow barricades](#) from the City? ☒ Yes ☐ No

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

Address trailer is to be parked at:Will you need to [close the street](#) for your event? ☒ Yes ☐ No

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

Will you need portable restrooms? ☐ Yes ☒ No

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

Provide details about the event garbage collection plans: N/A

Will you charge admission / registration fees:

☐ Yes ☒ No

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

Will there be product for sale on site?

☐ Yes ☒ No

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

Will alcohol be served or sold?

☐ Yes ☒ No

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

Will you be using outdoor tents great than 200 square feet?

☐ Yes ☐ No

Will you be using an outdoor canopy greater than 400 square feet?

☐ Yes ☒ No

Will you be using inflatable rides or devices?

☐ Yes ☒ No

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

Will your event interfere with vehicle traffic?

☒ Yes ☐ No

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

Will your event require a first aid booth, fire/rescue units present during the event?

☐ Yes ☒ No

Will you be shooting off fireworks?

☐ Yes ☒ No

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

Will you be posting [temporary signage](#)?

☐ Yes ☒ No

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

Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

☐ Yes ☒ No

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

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

Will you need access to electricity?

☐ Yes ☒ No

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

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

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

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

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

Signature **Katie Klus** Digitally signed by Katie Klus
Date: 2024.11.05 13:05:43 -06'00'

Date _____

Printed Name _____

City Official Signature _____ Date _____

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

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

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

Check List and Fee Table to Calculate your application fee:

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

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

Special Event Signature Form

Printed Name

Signature

Address

[illegible]



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

Item No. 5.d.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving 28E Agreement for Mutual Assistance for Polk County Area Fire/Rescue Services

CONTACT PERSON:

Aaron Kreuder, Fire Chief
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: The City has participated in a longstanding mutual aid agreement, the "28E Agreement for Mutual Assistance," which has facilitated coordinated emergency response efforts among municipalities in Polk County and neighboring counties (Boone, Dallas, Jasper, Madison, Marion, Marshall, Story, and Warren). The original 2015 Agreement (File No. M508206) has been revised periodically to reflect current operational needs and improve response protocols. The proposed update, effective January 1, 2025, supersedes the 2017 Agreement and includes provisions that enhance collaborative emergency responses, clarify liability, and define the scope of services provided under this Agreement.

Key Components of the Agreement:

1. **Mutual and Automatic Aid:** The agreement formalizes the provision of personnel and equipment between participating entities during emergencies that exceed local capacity or require specialized resources.
2. **Liability and Indemnity:** Each party will assume responsibility for its personnel and equipment and waive claims against other entities, except under specified command-driven actions.
3. **Compensation:** No reimbursement is required for incidents under twelve hours. Incidents extending beyond twelve hours may be billable.
4. **Termination and Amendments:** A 60-day notice is required for withdrawal from the Agreement. Amendments require approval from all participating entities.

Purpose and Justification:

Approval of the updated 28E Agreement enhances the City's ability to respond effectively to large-scale emergencies by leveraging a broader network of resources across multiple jurisdictions. This coordinated approach is vital for ensuring public

safety, efficient response times, and the responsible allocation of emergency services.

Recommendation:

It is recommended that the City Council approve the updated 28E Agreement for Mutual Assistance for Fire/Rescue Services, effective January 1, 2025, as outlined. This agreement is critical for maintaining robust emergency response capabilities and fostering interagency collaboration.

FUNDING SOURCE: There is no specific funding required for this agreement. However, this agreement does involve fire and rescue services, which are funded primarily through the general fund property tax collections.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-251
2. 28E Fire/Rescue Mutual Aid Services

CITY OF BONDURANT
RESOLUTION NO. 241118-251

RESOLUTION APPROVING THE UPDATED 28E AGREEMENT FOR MUTUAL
ASSISTANCE IN FIRE/RESCUE SERVICES FOR THE CITY OF BONDURANT, IOWA

WHEREAS the City of Bondurant, Iowa, currently participates in a mutual aid agreement for fire/rescue services under a 28E Agreement with neighboring municipalities and townships in Polk County and adjoining counties (Boone, Dallas, Jasper, Madison, Marion, Marshall, Story, and Warren) to provide support in emergency situations; and

WHEREAS the existing mutual aid agreement, originally filed in 2015 and last amended in 2017, has been updated to address current operational needs, clarify terms, and further enhance collaborative emergency response capabilities; and

WHEREAS the updated agreement, effective January 1, 2025, will facilitate the provision of fire/rescue services and emergency support among participating entities, offering a structured mechanism for assistance during emergencies, including provisions for liability, reimbursement, and coordination; and

WHEREAS the City Council finds that participation in this agreement is essential for maintaining public safety, improving emergency response effectiveness, and fostering interagency cooperation within the region.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA: that the City Council hereby approves the updated 28E Agreement for Mutual Assistance in Fire/Rescue Services, effective January 1, 2025, as presented.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the updated 28E Agreement on behalf of the City of Bondurant and to take all necessary actions to fulfill the City's obligations under this agreement.

BE IT FINALLY RESOLVED that the City Clerk is directed to ensure that the executed agreement is filed with the Iowa Secretary of State and that a copy is kept on file with the City of Bondurant for public record.

Passed this 18th day of November 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				



Paul D. Pate
Secretary of State
State of Iowa

28E
Agreement

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Altoona	City	Polk
Party 2	City of Ankeny	City	Polk
Party 3	City of Bondurant	City	Polk
Party 4	Camp Township	Township	Polk
Party 5	City of Carlisle	City	Warren
Party 6	City of Bussey	Marion	City
Party 7	Clay Township	Marion	Township
Party 8	City of Clive	Polk	City
Party 9	City of Colfax	Jasper	City
Party 10	Delaware Township	Polk	Township
Party 11	City of Des Moines	Polk	City
Party 12	Des Moines Airport Authority	Polk	Reg or District
Party 13	City of Elkhart	Polk	City
Party 14	City of Granger	Dallas	City
Party 15	City of Grimes	Polk	City
Party 16	City of Harvey	Marion	City
Party 17	City of Indianola	Warren	City
Party 18	City of Johnston	Polk	City
Party 19	City of Knoxville	Marion	City
Party 20	Lake Prairie Fire Service	Marion	Township
Party 21	City of Marshalltown	Marshall	City
Party 22	City of Maxwell	Story	City
Party 23	City of Mingo	Jasper	City
Party 24	City of Mitchellville	Polk	City
Party 25	City of Nevada	Story	City
Party 26	City of Newton	Jasper	City
Party 27	Northern Warren Fire & Emergency Response Agency	Warren	Reg or District
Party 28	City of Norwalk	Warren	City
Party 29	City of Pleasant Hill	Polk	City
Party 25	City of Polk City	Polk	City
Party 26	Saylor Township	Polk	Township

Party 27	City of Urbandale		Polk	City
Party 28	City of Waukee		Dallas	City
Party 29	City of West Des Moines		Polk	City
Party 30	City of Windsor Heights		Polk	City

Item 2. The type of Public Service included in this agreement is: 210 Fire Response
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 To provide for Mutual Aid in case of an Emergency within the jurisdiction of the Parties to this Agreement arising in Polk County and/or the adjoining counties of Boone, Dallas, Jasper, Madison, Marion, Marshall, Story and Warren.

Item 4. The duration of this agreement is: *(check one)* ☐ Agreement Expires _____ ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

☐ **NO**

☒ **YES** Filing # of the agreement: M508206

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name _____ **FIRST** Name _____

Title _____ Group: _____

Email _____ Phone _____

28E AGREEMENT FOR MUTUAL ASSISTANCE

for Polk County Area Fire/Rescue Services

WHEREAS, the undersigned entities (“Party” or collectively “Parties”) provide fire/rescue services and/or emergency medical services (“Emergency Services”) in Polk County and/or the adjoining counties of Boone County, Dallas County, Jasper County, Madison County, Marion County, Marshall County, Story County and Warren County (“adjoining counties”); and

WHEREAS, there has been a long standing Mutual Aid Agreement among Polk County fire/rescue and emergency medical services and/or other entities to provide mutual aid in Polk County and adjoining counties in a time of need;

WHEREAS, the current Mutual Aid Agreement is entitled 28E Agreement for Mutual Assistance for Polk County Fire/Rescue Services and is filed with the Iowa Secretary of State at 10:51 a.m. on June 24, 2015, numbered M508206 (“2015 Agreement”); and

~~**WHEREAS**, the 2015 Agreement has been in force for one year and Parties desire to update; and~~

WHEREAS, the Parties have a desire to assist each other in time of need; and

WHEREAS, the Parties each maintain adequate Emergency Services equipment and personnel to respond to the normal emergencies occurring within their respective jurisdictions; and

WHEREAS, situations may arise in regard to emergencies or circumstances which exhaust available personnel and equipment, or require additional or specialty personnel or additional and/or special equipment that the responsible jurisdiction may not have available at any given time; and

WHEREAS, to combat such emergency situations, it is desirable for the Parties to render needed Emergency Services upon a reciprocal basis; and

WHEREAS, the governing bodies of each party are desirous of entering into this 28E Agreement (“Agreement”), the purpose of which is to provide for the Emergency Services of one entity to the other in such emergency or needed situations requiring additional, special personnel, and/or equipment.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

I. Incorporation of Recitals

The foregoing Recitals are incorporated herein as if fully set forth in this paragraph.

II. Definitions

- A. Mutual Aid/Automatic Aid. The assistance of Emergency Services personnel and equipment provided by one Party (“Providing Entity”) and requested by the other Party (“Requesting Entity”) to this Agreement. Automatic Aid is considered a subset of Mutual Aid, and both are interchangeable within this document.
- B. Incident Commander. The person who, by virtue of his/her position with the Requesting Entity, is responsible for the overall command and direction of the Emergency response activities.
- C. Emergency. Any situation where a Requesting Entity, due to lack of personnel or training, special equipment needs or magnitude of event, and based upon actual circumstances, concludes that assistance is needed from a Providing Entity(s) to protect life, stabilize the incident, and/or protect property within its jurisdiction.

III. Purpose

This Agreement is made pursuant to Chapter 28E, Code of Iowa. The purpose of this Agreement is to provide for Mutual Aid in case of an Emergency arising within the jurisdiction of the Parties to this Agreement.

IV. Request for Assistance

All requests for Mutual Aid in an Emergency shall be made by an Emergency Services director, Fire Chief or designee of the Requesting Entity. Additionally, requests for assistance can also be filled using pre-determined response tables utilizing Computer-Aided Dispatch (CAD) created by the

Requesting Entity and approved the Providing Entity. Such requests shall state the exact nature of the Emergency and shall include the amount and type of equipment and the number and skills of personnel required, and shall specify the location where the personnel and equipment are needed. The final decision of type and amount of equipment and number of personnel to be provided by the Providing Entity to the Requesting Entity shall be at the sole discretion of the Providing Entity. Further, the Providing Entity shall be held harmless by the Requesting Entity from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the Requesting Entity.

V. Authority over Joint Operations

The Incident Commander of the Requesting Entity shall retain overall control of all Emergency response activities. The ranking supervisor of the Providing Entity shall remain in command of his/her personnel and equipment subject, however, to the direction and control of the Incident Commander. By previous agreement, Incident Command can be initiated or assumed by a ranking supervisor from the Providing Entity for operational control, and incident safety purposes. It is understood that the purpose of this section is to maintain order for the emergency response and shall not be construed to establish an employer/employee relationship.

VI. Liability

Employees or volunteers of either Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such Party. Under no circumstances are employees or volunteers of one party to be considered employees or volunteers of the other Party.

Each Party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury or death of its personnel, occurring as a consequence of the performance of this

Agreement, whether the damages, costs, injury or death occurs at an Emergency in the Party's own jurisdiction or in the jurisdiction of the other Party. Nothing in this agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

Except as provided herein, each Party shall be responsible for the acts or omissions of its own employees, and shall indemnify, defend and hold harmless the Other Party, its officers, agents and employees from and against any and all suits, actions, debts, damages, costs, charges and expenses, including court costs and attorney's fees arising from loss of or damage to private property, and/or the death of or injury to private persons, arising from services of response rendered pursuant to this Agreement.

Provided, however, the Requesting Entity shall indemnify, defend and hold harmless the Providing Entity where any suits, actions, debts, damages, costs, charges or expenses arise from execution of a specific command or order pursuant to paragraph V of this Agreement.

Nothing in this Agreement shall prevent or limit either Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VII. Compensation

- A. **Emergency Services.** For Emergency Services, no Party shall be required to reimburse any other Party for the cost of providing the services set forth in this Agreement, unless the incident lasts twelve hours or

longer. If an incident lasts twelve hours or longer, the Providing Entity may seek compensation from the Requesting Entity for the cost of providing the services set forth in this Agreement.

All services are billable if the incident lasts a minimum of twelve consecutive hours. Services include, but are not limited to:

- a. Personnel (including backfill personnel)
- b. Equipment (at rates defined by FEMA)
- c. Supplies (actual cost incurred, including shipping of replacement supplies) Documentation is required in the form of an incident report which clearly lists personnel, equipment and supplies used. Supply usage also requires an actual invoice copy.

B. Emergency Medical Services. The Party transporting a patient from an emergency location to a medical facility will be responsible for billing the patient for services rendered.

If the Providing Entity provides supplemental services or a higher level of medical services than the Requesting Entity, such as paramedic services, the Requesting Entity may bill the patient for the supplemental services pursuant to accepted billing standards. In the event the Requesting Entity does not charge for ambulance services, the Providing Entity will bill the patient for services rendered and retain one hundred percent (100%) of fees collected.

C. Hazardous Materials Services. The Providing Entity may bill the responsible person (as defined by Iowa Administrative Code Sections 133.2 and 133.3) at a hazardous substance or condition incident (as defined in Iowa Administrative Code Section 133.1(2)) to reclaim costs associated with responding to the incident.

VIII. Termination

This Agreement may be terminated with respect to that Party for any reason by any Party by giving written notice, by certified mail to the President of the Polk County Fire Chief's Association. This Agreement shall thereafter terminate, with respect to that Party only, sixty (60) days from the date of receipt of termination notice. Upon termination, said

terminating Party shall have no further responsibility or obligation or benefits from the other Parties to the Agreement, under this Agreement, except as provided herein.

IX. Effective Date

This Agreement shall be in full force and effect at 12:01 a.m., January 1, 2025, by and between the Parties who have obtained approval hereof by their respective governing bodies. Prior to January 1, 2025, the President of the Polk County Fire Chief's Association shall have filed this Agreement with the Iowa Secretary of State as required by Iowa Code section 28E.9. This Agreement shall remain in full force and effect for an indefinite period of time from the effective date hereof until terminated as provided in paragraph VII.

X. Prior Mutual Assistance Agreements

This Agreement supersedes the 2017 Agreement in full.

XI. Amendments

This Agreement represents the entire Agreement of the Parties. Any amendments must be in writing, approved by the governing body of all Parties, and executed by the authorized representatives of all Parties. Any and all amendments must comply with the provisions of Iowa Code section 28E.8. Any and all such requirements shall be done by the then presiding President of the Polk County Fire Chief's Association or President's designee.

XII. Validity

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of this Agreement that are valid shall continue in full force and effect.

XIII. No Separate Entity Created -- Administration

It is the Intent of the Parties not to create a separate legal entity or administrative agency under this Agreement. The then presiding President of the Polk County Fire Chief's Association shall serve as Administrator of this undertaking.

XIV. No Real or Personal Property

No real or personal property will be acquired, held or disposed of during this undertaking as no separate entity has been created.

XV. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflicts of laws rules), and applicable federal law.

XVI. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.



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

Item No. 5.e.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving the FY24 Urban Renewal Report

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS:

The Urban Renewal Report for FY2024 highlights fiscal activities and developments within the Bondurant Urban Renewal Area. Key points include:

- Tax Increment Financing (TIF): The area had outstanding TIF debt of \$27,894,377 at the start of the fiscal year, with revenues totaling \$2,506,224. Major expenditures, primarily for infrastructure and park development, amounted to \$2,503,392, leaving a minimal end-of-year balance.
- Urban Renewal Projects: Significant projects include street and drainage improvements, parkland developments, and enhancements to municipal facilities like the City Hall addition and Public Safety Building. While several projects are complete physically, many have outstanding payments.
- Debt and Obligations: Bondurant's commitments feature multiple general obligation bonds and TIF revenue bonds, including substantial debts related to Project BlueJay and the Public Safety Building, scheduled to be fully paid by 2041.

This report reflects Bondurant's focus on public infrastructure and economic growth initiatives, with ongoing investments funded through TIF and other fiscal mechanisms.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-252
2. Urban Renewal Report FY24

CITY OF BONDURANT
RESOLUTION NO. 241118-252

RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT
FISCAL YEAR 2023-2024

WHEREAS the Code of Iowa requires a report detailing activity within each Urban Renewal area to be filed annually with State of Iowa, typically no later than December 1 of each year; AND

WHEREAS this report has been completed and filed and awaits Council approval for final submission; AND

WHEREAS the Finance Director of the City of Bondurant has completed the Annual Urban Renewal Report and recommends its submission upon review of the City of Bondurant City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Annual Urban Renewal Report, Fiscal Year 2023-2024, is hereby approved as presented.

Passed this 18th day of November 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				

Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Levy Authority Summary

Local Government Name: BONDURANT
 Local Government Number: 77G715

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
BONDURANT URBAN RENEWAL	77025	7

TIF Debt Outstanding: 27,894,377

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:	1	0	Amount of 07-01-2023 Cash Balance Restricted for LMI
---	----------	----------	---

TIF Revenue: 2,506,224

TIF Sp. Revenue Fund Interest: 0

Property Tax Replacement Claims 0

Asset Sales & Loan Repayments: 0

Total Revenue: 2,506,224

Rebate Expenditures: 0

Non-Rebate Expenditures: 2,503,392

Returned to County Treasurer: 0

Total Expenditures: 2,503,392

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:	2,833	0	Amount of 06-30-2024 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF
 Obligations, Net of TIF Special
 Revenue Fund Balance:**

25,388,152

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

Urban Renewal Area Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL
 UR Area Number: 77025

UR Area Creation Date: 06/1988

UR Area Purpose: To foster economic development in the area through public improvements including sewer, water upgrades, and street improvements.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
BONDURANT CITY/BOND-FARR SCH/88 TIF INCR	770219	770221	82,497,142
BONDURANT CITY AG/BOND-FARR SCH/88 TIF INCR	770220	770222	0
BONDURANT CITY/BOND-FARR SCH/91 AMD TIF INCR	770475	770476	3,299,962
BONDURANT CITY/BOND-FARR SCH/21 MAY ADD AMD TIF INCR	771036	771037	230,400
BONDURANT CITY AG/BOND-FARR SCH/21 MAY ADD AMD TIF INCR	771038	771039	0
BONDURANT CITY/SE-POLK SCH/21 MAY ADD AMD TIF INCR	771040	771041	73,023
BONDURANT CITY AG/SE-POLK SCH/21 MAY ADD AMD TIF INCR	771042	771043	0

Urban Renewal Area Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	605,120	201,640,710	126,486,260	11,258,000	0	-124,084	339,866,006	0	339,866,006
Taxable	554,551	110,196,857	110,883,385	9,973,125	0	-124,084	231,483,834	0	231,483,834
Homestead Credits									606

TIF Sp. Rev. Fund Cash Balance as of 07-01-2023:

1

0

Amount of 07-01-2023 Cash Balance Restricted for LMI

TIF Revenue: 2,506,224
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 2,506,224

Rebate Expenditures: 0
 Non-Rebate Expenditures: 2,503,392
 Returned to County Treasurer: 0
Total Expenditures: 2,503,392

TIF Sp. Rev. Fund Cash Balance as of 06-30-2024:

2,833

0

Amount of 06-30-2024 Cash Balance Restricted for LMI

Projects For BONDURANT URBAN RENEWAL

Pleasant ST NE park land Development

Description:	Land Development
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

342 10th St, Bridge, Garfield

Description:	Transportation Development
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Downtown Parking

Description:	Parking lot
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hwy65 Natural Gas

Description:	Pipeline
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Project Blue Jay

Description:	Streets and Drainage Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

City Hall Addition

Description:	Add offices to existing City Hall
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Project Omega

Description:	Streets Drainage Improvements
Classification:	Roads, Bridges & Utilities

Physically Complete:	Yes
Payments Complete:	No

BRSC Improvements

Description:	BRSC Improvements
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

TIF 1st Main

Description:	Streets
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Downs Property

Description:	Park Land purchase
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Public Safety Building AMD22

Description:	Phase 1 of Civic Campus
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Certified Site Improvements

Description:	Streets and Drainage
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2020 Washington St Decel Lane

Description:	Street Improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

1st and Main Economic

Description:	Street Improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes

Payments Complete:	No
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Downtown Parking AMD22

Description:	Parking Improvement AMD22
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

DNG Properties Development Agreement

Description:	Street Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Economic Development Administrative Activites

Description:	Administrative Costs
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

10th St Bridge

Description:	Bridge
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Commuter Loop

Description:	Street Construction
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Parkland

Description:	Parkland Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Hawthorn St

Description:	Street Contruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Shiloh Rose Warehouse

Description:	Shiloh Rose Warehouse and Distribution Facility AMD21
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	Yes

Oleson Drive Underpass

Description:	Oleson Drive UnderpassAMD22
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

City Park

Description:	Renovate City Park AMD22
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Downtown Landscaping

Description:	Downtown Landscaping AMD22
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Rec Trail Improvement & Economic Dev

Description:	Rec Trail Improvement & Economic Dev Landus AMD22
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Site Readiness Program

Description:	Certified Site Infrastructure AMD22
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Park Side Trail Connection

Description:	Park Side Trail Connection AMD22
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

16th St NE/HWY 65/NE 88th St

Description:	Street Infrastructure Improvements AMD22
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2nd St NE, NW Reconstruction & Expansion/Truman St Ext

Description:	Street Infrastructure Improvements AMD22
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Central District Storm water

Description:	Central District Storm Water AMD22
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Undistributed Certifications

Description:	Request Shortfall of Undistributed Certifications
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Trailhead

Description:	Trailhead 2013A Bond
	Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For BONDURANT URBAN RENEWAL

GO Urban Renewal Bonds 2017

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	425,000
Interest:	19,182
Total:	444,182
Annual Appropriation?:	No
Date Incurred:	05/31/2017
FY of Last Payment:	2026

Econ Dvlpmnt dues/activity FY18

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	605,000
Interest:	71,280
Total:	676,280
Annual Appropriation?:	No
Date Incurred:	06/30/2017
FY of Last Payment:	2029

2020B Project BlueJay

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	6,435,000
Interest:	969,000
Total:	7,404,000
Annual Appropriation?:	No
Date Incurred:	02/03/2020
FY of Last Payment:	2034

2021A Project Omega

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	6,000,000
Interest:	1,029,950
Total:	7,029,950
Annual Appropriation?:	Yes
Date Incurred:	02/02/2021
FY of Last Payment:	2037

2022A Public Safety Building & Certified Site

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	10,015,000
Interest:	1,763,750
Total:	11,778,750
Annual Appropriation?:	Yes
Date Incurred:	02/22/2022

FY of Last Payment: 2041

Economic Developoment Administrative Cost

Debt/Obligation Type:	Other Debt
Principal:	485,968
Interest:	0
Total:	485,968
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

TIF - 1st & Main Econ Devel

Debt/Obligation Type:	Other Debt
Principal:	792
Interest:	0
Total:	792
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

TIF Downtown Parking

Debt/Obligation Type:	Other Debt
Principal:	5,767
Interest:	0
Total:	5,767
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

TIF-Park Land Purchase

Debt/Obligation Type:	Other Debt
Principal:	1,692
Interest:	0
Total:	1,692
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

16th St NE - Grant tp Pleasant

Debt/Obligation Type:	Other Debt
Principal:	36,681
Interest:	0
Total:	36,681
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

2013A Borrowing

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	30,000
Interest:	315
Total:	30,315
Annual Appropriation?:	No
Date Incurred:	07/06/2001
FY of Last Payment:	2020

Non-Rebates For BONDURANT URBAN RENEWAL

TIF Expenditure Amount:	149,786
Tied To Debt:	GO Urban Renewal Bonds 2017
Tied To Project:	Pleasant ST NE park land Development
TIF Expenditure Amount:	116,755
Tied To Debt:	Econ Dvlpmt dues/activity FY18
Tied To Project:	Pleasant ST NE park land Development
TIF Expenditure Amount:	703,500
Tied To Debt:	2020B Project BlueJay
Tied To Project:	Project Blue Jay
TIF Expenditure Amount:	503,800
Tied To Debt:	2021A Project Omega
Tied To Project:	Project Omega
TIF Expenditure Amount:	333,700
Tied To Debt:	2022A Public Safety Building & Certified Site
Tied To Project:	Public Safety Building AMD22
TIF Expenditure Amount:	0
Tied To Debt:	2022A Public Safety Building & Certified Site
Tied To Project:	Certified Site Improvements
TIF Expenditure Amount:	485,968
Tied To Debt:	Economic Development Administrative Cost
Tied To Project:	Economic Development Administrative Activites
TIF Expenditure Amount:	1,692
Tied To Debt:	TIF-Park Land Purchase
Tied To Project:	Parkland
TIF Expenditure Amount:	792
Tied To Debt:	TIF - 1st & Main Econ Devel
Tied To Project:	TIF 1st Main
TIF Expenditure Amount:	36,681
Tied To Debt:	16th St NE - Grant tp Pleasant
Tied To Project:	Hawthorn St
TIF Expenditure Amount:	5,767
Tied To Debt:	TIF Downtown Parking
Tied To Project:	Downtown Parking AMD22

TIF Expenditure Amount:	134,136
Tied To Debt:	Economic Developoment Administrative Cost
Tied To Project:	Undistributed Certifications
TIF Expenditure Amount:	30,815
Tied To Debt:	2013A Borrowing
Tied To Project:	Trailhead

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/BOND-FARR SCH/88 TIF INCR
 TIF Taxing District Inc. Number: 770221

TIF Taxing District Base Year:	1987	UR Designation
FY TIF Revenue First Received:	1988	Slum No
Subject to a Statutory end date?	No	Blighted No
		Economic Development 06/1988

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	190,804,410	121,281,620	11,258,000	0	-114,824	323,229,206	0	323,229,206
Taxable	0	104,274,805	107,026,127	9,973,125	0	-114,824	221,159,233	0	221,159,233
Homestead Credits									570

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	8,586,004	221,159,233	82,497,142	138,662,091	4,037,659

FY 2024 TIF Revenue Received: 2,399,683

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY AG/BOND-FARR SCH/88 TIF INCR
 TIF Taxing District Inc. Number: 770222

TIF Taxing District Base Year:	1987	UR Designation
FY TIF Revenue First Received:		Slum No
Subject to a Statutory end date?	No	Blighted No
		Economic Development 06/1988

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	519,330	0	0	0	0	0	519,330	0	519,330
Taxable	475,929	0	0	0	0	0	475,929	0	475,929
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	519,330	0	0	0	0

FY 2024 TIF Revenue Received: 0

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/BOND-FARR SCH/91 AMD TIF INCR
 TIF Taxing District Inc. Number: 770476
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 2000
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1991

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	10,836,300	4,119,640	0	0	-9,260	14,946,680	0	14,946,680
Taxable	0	5,922,052	2,933,783	0	0	-9,260	8,846,575	0	8,846,575
Homestead Credits									36

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	3,751,500	8,846,575	3,299,962	5,546,613	161,510

FY 2024 TIF Revenue Received: 97,606

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/BOND-FARR SCH/21 MAY ADD AMD TIF INCR
 TIF Taxing District Inc. Number: 771037
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	855,000	0	0	0	855,000	0	855,000
Taxable	0	0	727,715	0	0	0	727,715	0	727,715
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	237,340	617,660	230,400	387,260	11,277

FY 2024 TIF Revenue Received: 6,709

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY AG/BOND-FARR SCH/21 MAY ADD AMD TIF INCR
 TIF Taxing District Inc. Number: 771039

TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	62,210	0	0	0	0	0	62,210	0	62,210
Taxable	57,012	0	0	0	0	0	57,012	0	57,012
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	62,210	0	0	0	0

FY 2024 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/SE-POLK SCH/21 MAY ADD AMD TIF INCR
 TIF Taxing District Inc. Number: 771041

TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	230,000	0	0	0	230,000	0	230,000
Taxable	0	0	195,760	0	0	0	195,760	0	195,760
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	3,840	195,760	73,023	122,737	3,742

FY 2024 TIF Revenue Received: 2,226

♣ Annual Urban Renewal Report, Fiscal Year 2023 - 2024

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY AG/SE-POLK SCH/21 MAY ADD AMD TIF INCR
 TIF Taxing District Inc. Number: 771043
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2022 for FY 2024

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	23,580	0	0	0	0	0	23,580	0	23,580
Taxable	21,610	0	0	0	0	0	21,610	0	21,610
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2024	23,580	0	0	0	0

FY 2024 TIF Revenue Received: 0



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

Item No. 5.f.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution authorizing the Tax Increment Financing (TIF) Indebtedness Certification to the County Auditor for Fiscal Year 2026

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: Annually, by December 1st, the City must certify debt incurred by the City to the County for reimbursement or debt service payments in the next fiscal year. The Council of the City of Bondurant, Iowa, of the Fiscal Year 2026 TIF Certification is as presented, certifying \$1,832,638.29 in Urban Renewal Area Indebtedness not previously certified; decertifying a total of \$4,104.94, and requesting a total of \$4,177,624 in TIF funds for FY2026.

The attached resolution certifies the debt and directs the County to reserve the TIF revenue for FY2026.

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Review and approve the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-253
2. Final TIF Authority Indebtedness Certification

CITY OF BONDURANT
RESOLUTION NO. 241118-253

RESOLUTION AUTHORIZING THE TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO THE COUNTY AUDITOR FOR FISCAL YEAR 2026

WHEREAS the City of Bondurant, Iowa (the “City”), has established the Bondurant Urban Renewal Area (the “Urban Renewal Area”) and has created the Bondurant Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; AND

WHEREAS, the City annually certifies and requests funds, to the County Auditor, to satisfy the payment of scheduled indebtedness, or bonds, development rebate agreements and economic development expenses; AND

WHEREAS the City also decertified certain TIF outstanding debt due to certain collections throughout the year, such as the receipt of revenues from interest earned; AND

WHEREAS the County Auditor shall provide the available TIF increment tax in subsequent fiscal year for scheduled payments,

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Bondurant, Iowa, that the Fiscal Year 2026 TIF Certification is approved as presented, certifying \$1,832,638.29 in Urban Renewal Area Indebtedness not previously certified; decertifying a total of \$4,104.94; and requesting a total of \$4,177,624 in TIF funds for FY2026.

Passed this 18TH day of November 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				

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR**

**Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal TIF Area**

TIF Authority (Name of City or County Operating the TIF): City of Bondurant

County (Where TIF is Located): Polk

Urban Renewal Area Name: Bondurant Urban Renewal

Urban Renewal Area Number: 77025 (Use State five-digit Area Number)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above the TIF Authority has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 1,832,638.29

*There must be attached a **'FORM 1.1'** showing an itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body.

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the TIF Authority. However, for any fiscal year a TIF Authority may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. File **'FORM 2'** with the County Auditor by the preceding December 1 for any fiscal year where all of the TIF increment tax is not requested.

A TIF Authority reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. File **'FORM 3'** with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.

Dated this 13th day of November, 2024

Signature of Authorized Official

515-967-2418
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

TIF Authority: City of Bondurant County: Polk

Urban Renewal Area Name: Bondurant Urban Renewal

Urban Renewal Area Number: 77025

		(Format: XX/XX/20XX)	
Individual TIF Indebtedness Type/Description:		Date Approved*:	Total Amount:
1	Internal Advance for Funding of Urban Renewal Project (Grain District)	11/4/2024	1,093,901.26
2	Exemplar Care Development Agreement	1/2/2024	123,600.00
3	City Hall Solar Project	11/13/2024	33,243.07
4	CVT Recreational Trail	11/13/2024	2,770.00
5	Certified Sites	11/13/2024	29,497.62
6	Grain District	11/13/2024	29,250.00
7	Downtown Landscaping	11/13/2024	13,100.00
8	Downtown	11/13/2024	9,650.00
9	Administrative Costs	11/13/2024	497,626.34
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
Total TIF Indebtedness NOT Previously Certified:			1,832,638.29

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Urban Renewal Area Number: 77025

Typically There Would Only Be A Single Entry In 'Tax Amount Requested'	Tax Amount Requested:
17 GO URB REN BD TIF	148,908
18A GO CORP PURP BD TOTAL	114,155
2020B GO CORP PURP BD TIF	681,500
2021A, TIF ANNUAL APPROPRIATION TIF	501,900
2022A TIF/ GO BONDS	501,700
2023B, GO URB REM BD TIF	903,150
City Hall Solar Project	33,243
CVT Recreational Trail	2,770
Certified Sites	29,498
Grain District	363,077
Downtown Landscaping	13,100
Downtown	9,650
Shortfall from Revenue Received FY23	34,017
Shortfall from Revenue Projections FY24	343,330
Administrative Costs	497,626
Total TIF Increment Tax Request For This Urban Renewal Area:	4,177,624

	515-967-2418
Signature of Authorized Official	Telephone

**TIF INDEBTEDNESS HAS BEEN REDUCED BY REASON OTHER THAN APPLICATION OF
TIF INCREMENT TAX RECEIVED FROM THE COUNTY TREASURER
CERTIFICATION TO COUNTY AUDITOR
Use One Certification Per Urban Renewal Area**

TIF Authority: City of Bondurant County: Polk

Urban Renewal Area Name: Bondurant Urban Renewal

Urban Renewal Area Number: 77025

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and/or County named above, the TIF Authority has reduced previously certified indebtedness, by reason other than application of TIF tax received from the County Treasurer, by the total amount as shown below.

(Format: XX/XX/20XX)		
Individual TIF Indebtedness Type/Description/Details:	Date Indebtedness Reduced:	Amount Reduced:
1 TIF Interest earn	11/13/2024	4,104.94
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
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16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
Total Indebtedness Reduction For This Urban Renewal Area:		4,104.94

Dated this 13th day of November, 2024

Signature of Authorized Official

515-967-2418
Telephone



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

Item No. 5.g.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution affixing a date for a public hearing to consider eligible project(s) for an upcoming pre-application by the City to the Iowa Economic Development Authority's Community Catalyst Building Remediation Grant Program

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution affixes a date for a public hearing to be held on Monday, December 2, 2024 to consider all potential private development projects interested in partnering with the City of Bondurant to submit a pre-application to the Iowa Economic Development Authority's (IEDA) Community Catalyst Building Remediation Grant Program. The City can only submit one application per round. The Community Catalyst Building Remediation Program is designed to support the redevelopment and remediation of underutilized or deteriorating buildings in Iowa communities, enhancing economic vitality and community growth by transforming blighted properties into functional, attractive spaces that benefit residents and local businesses.

Under the Community Catalyst Building Remediation Grant Program, the IEDA requires that a City and not a private developer be the applicant, where, if the City is awarded grant funding, a development agreement would be established between the City and a developer where the grant funds would get distributed to a developer through a reimbursement process. The City may request up to \$100,000 under this grant program on behalf of a developer.

During this public hearing, the City Council will hear proposals from private developers and, if multiple projects are presented, consider the IEDA's pre-application scoring criteria to determine the most competitive project for submission. The pre-application scoring criteria is as follows:

“Community catalyst” means a building or buildings which, if remediated, would stimulate additional economic growth or reinvestment in the community, especially private sector financial investment. A community catalyst project will be expected to have a significant positive impact on the community.

“Economic growth” means the project should include:

	Yes	No
the creation of additional jobs	___	___
growth of new or existing businesses	___	___
development of new housing units	___	___
increased property values of the project	___	___
potential population growth	___	___
public/private sector investment	___	___
The building will be located in an area central to the city’s economic development activities.	___	___
Project will be a model & the stimulant for additional projects.	___	___
The selected building is a priority for the city	___	___
The Catalyst grant is essential to the project	___	___

The City's pre-application is due to the IEDA by January 30, 2025. Full applications are by invitation from the IEDA only. Full applications are due April 17, 2025. The IEDA anticipates making grant award announcements in June 2025, where a project must be completed within 24 months of the grant award.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

- 1. RESOLUTION NO. 241118-254

CITY OF BONDURANT
RESOLUTION NO. 241118-254

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING TO CONSIDER
ELIGIBLE PROJECT(S) FOR AN UPCOMING PRE-APPLICATION BY THE CITY TO
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY'S COMMUNITY CATALYST
BUILDING REMEDIATION GRANT PROGRAM

WHEREAS the City of Bondurant is committed to facilitating business growth and wellbeing;
AND

WHEREAS Chapter 7 of the Building Bondurant Comprehensive Plan is titled Community Character + Downtown and the following goals of the Comprehensive Plan support this project; AND

- Preserve and strengthen Bondurant's hometown feel as the community continues to evolve.
- Remain a strategic partner for local organizations, businesses, and residents.
- Foster a vibrant and diverse downtown so that the area serves as a unique destination for residents and visitors; AND

WHEREAS, renovation of the site would be considered catalytic, meaning its renovation may help drive other downtown-area redevelopment efforts, specifically the 24-acre Landus redevelopment site in downtown Bondurant also located along the Chichaqua Valley Trail; AND

WHEREAS the City of Bondurant is appreciative of the opportunity to apply for funds through the Community Catalyst Building Remediation Grant Program to assist development in Bondurant.

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

That the City Council of the City of Bondurant, Iowa hereby proposes to hold a public hearing to consider the following:

ALL POTENTIAL ELIGIBLE PROJECT(S) FOR AN UPCOMING PRE-APPLICATION BY
THE CITY TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY'S COMMUNITY
CATALYST BUILDING REMEDIATION GRANT PROGRAM.

A public hearing will be held on December 2, 2024, at 6:00 p.m. at the Bondurant Public Library at 104 2nd Street NE, Bondurant, Polk County, Iowa, at which the Council will provide the opportunity for public comment.

The Clerk is hereby directed to publish Notice of said Hearing, as by law required.

Passed this 18th day of November 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				
Sillanpaa				
McKenzie				
Peffer				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will meet at 6:00 p.m. on December 2, 2024, at the Bondurant Community Library at 104 2nd Street NE, Bondurant, Polk County, Iowa, to hear all potential eligible project(s) for an upcoming pre-application by the City to the Iowa Economic Development Authority's Community Catalyst Building Remediation Grant Program. All interested parties are encouraged to attend.



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

Item No. 5.h.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving contract with Bolton & Menk in the amount of \$7,600 for engineering services related to the Parks & Recreation Events Center Facility Renovation Project, where such engineering services are in coordination with the FEH Design contract approved on November 2, 2024

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: On Monday, November 4, 2024 the Bondurant City Council approved a design contract with FEH Design for design services related to the Parks & Recreation Events Center Facility Renovation Project. FEH Design has included the engineering team at Bolton & Menk as part of the design team. Certain engineering services to be performed by Bolton & Menk are necessary for the design process. The proposed services by Bolton & Menk were not included in the contract approved on November 2, 2024, as FEH Design has recommended the attached contract from Bolton & Menk in the amount of \$7,600 for services related to topographic survey work and a plat of retracement boundary survey work be considered for approved by Council as a separate approval.

The schematic design process has already commenced and will conclude by January 2025. Following the schematic design process, the team will launch into their design development and construction documents preparation phase, where it is anticipated that construction could begin in October 2025.

The proposed Parks & Recreation Events Center Facility Renovation Project is consistent with the following goal and action item of the Building Bondurant Comprehensive Plan:

- **Goal 15:** Enhance the downtown through strategic public projects to attract quality private redevelopment.
- **Action Item 15A:** Repurpose the Bondurant Emergency Services building for community programming through the Parks & Recreation Department.

FUNDING SOURCE: BOND/LOSST/TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-255
2. Bolton & Menk

CITY OF BONDURANT
RESOLUTION NO. 241118-255

RESOLUTION APPROVING CONTRACT WITH BOLTON & MENK IN THE AMOUNT
OF \$7,600 FOR ENGINEERING SERVICES RELATED TO THE PARKS &
RECREATION EVENTS CENTER FACILITY RENOVATION PROJECT, WHERE
SUCH ENGINEERING SERVICES ARE IN COORDINATION WITH THE FEH DESIGN
CONTRACT APPROVED ON NOVEMBER 2, 2024

WHEREAS the Building Bondurant Comprehensive Plan identifies the need to renovate the existing (soon to be former) Bondurant Emergency Services Facility at 101 Grant Street North for reuse as a Parks & Recreation Events/Community Center; AND

WHEREAS the City Council approved a design contract with FEH Design on November 2, 2024; AND

WHEREAS FEH Design has proposed inclusion of the engineering team at Bolton & Menk for engineering services related to this facility renovation design project; AND

WHEREAS the attached contract submitted by Bolton & Menk is in the amount of \$7,600 and includes the necessary survey work.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, that the attached contract with Bolton & Menk is approved, pending Legal Counsel review.

Passed this 18th day of November 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	X			
Driscoll	X			
McKenzie	X			
Peffer	X			
Sillanpaa	X			



**BOLTON
& MENK**

Real People. Real Solutions.

1519 Baltimore Drive
Ames, IA 50010-8783

Ph: (515) 233-6100
Fax: (515) 233-4430
Bolton-Menk.com

October 31, 2024

Maggie Murray, AICP
Planning & Community Development Director
P: 515-630-6985
E: planning@cityofbondurant.com
W: www.cityofbondurant.com
City of Bondurant
200 2nd Street NE Box 37
Bondurant, IA 50035

RE: Bondurant Parks & Rec Events Center Facility Renovation
Bondurant, Iowa

Dear Maggie:

Bolton & Menk, Inc. is pleased to present a proposal to perform a topographic survey and a Plat of Retracement boundary survey for the Bondurant Parks & Rec Events Center Facility Renovation.

We propose to perform the fieldwork with survey staff in our Ames/Des Moines office. All work would be managed and supervised by a licensed land surveyor.

Bolton & Menk puts a high priority on ensuring that our company's efforts are consistent with our clients' needs. Please review the attached documents and contact me if this proposal does not meet your expectations.

If you have any questions or comments please contact me at 515-233-6100 Ext. 2942 or email at Eugene.Dreyer@bolton-menk.com.

Sincerely,
BOLTON & MENK, INC.

Gene Dreyer, PLS
Principal Survey Manager

Attachments: Scope of Services Budget (4 pages)
Terms & Conditions of Proposal (2 pages)

SCOPE OF WORK

Bolton and Menk, Inc. will complete the scope of work based on the proposed survey limits as identified in the sketch below.

Task 1 - Topographic Survey:

- Establish horizontal and vertical survey control, based the Iowa Regional Coordinate System.
- Ground contours (1 foot) and spot elevations; elevations will be measured on a 50-ft grid with spot elevations at important points including building corners, curbs, culverts, walks, road centerlines, and all manhole inverts
- Types and locations of surfaces (gravel, concrete, bituminous)
- Sidewalk, driveways, and parking areas will be located up to the face of the main structures adjacent to the road right-of-way
- Buildings (if any) and any other significant structures
 - Location of downspouts, stoops and steps
 - Exterior building lines will be shown on the survey at the point of intersection of the most exterior façade at the ground level
 - The building lines and corners will have a horizontal accuracy of ± 0.03 feet
 - Interior finished floor elevations will be obtained to a vertical accuracy of ± 0.01 feet at building entrance doorways
 - Building addresses
- Street signs, fences, retaining walls, landscaping and any other permanent site features
- Utility Information
 - Place an Iowa One Call request for field markings and maps prior to fieldwork beginning; utilities shown will be based on visual observation, utility company marking, or from plans made available to Bolton & Menk; private utilities and those not visible or marked by utility companies will not be shown
 - Storm Sewer, Watermain and Sanitary Sewer
 - Marked and/or visible structures and service lines
 - Catch basins and Manholes
 - Hydrants
 - Water valves and curb stops
 - Structure inventories
 - Rim elevations
 - Pipe sizes
 - Pipe inverts and direction of flow
 - Natural Gas, Communication (Phone/Cable) and Electric

- Meters, transformers, and pedestals
 - Marked and/or visible service lines
- Any other significant topographic features visible to survey crew

Task 2 – Plat of Retracement Boundary:

- Establish the boundary of the property based on the legal description provided in addition to limited research found at the County Recorder's Office
- Property corners will be found and verified or placed on the exterior boundary of the site
- A Plat of Retracement will be created and then filed at the County to show the current deed/property lines. The Plat will display any potential encroachments to/from the property that were physically observed by the surveyor

DELIVERABLES

We will furnish print copies of map along with an electronic PDF copy. Upon request, we can also provide a version of the survey with an aerial photo used as a background.

Certified topographic/boundary survey drawing will be submitted in an electronic (Civil3D2024file) and hard copy format. The CAD file will include a surface model (XML file) and contours of existing ground.

ASSUMPTIONS

This proposal is based upon the following assumptions:

- Bolton & Menk, Inc. maintains professional services and Errors and Omissions insurance. A certificate of insurance can be provided upon request.
- We will not provide information regarding depth of underground utility lines (except storm and sanitary lines), pressure of water or gas lines, buried tanks, or septic fields on the properties unless that information is provided by the client. We do not have the knowledge or expertise to derive that information reliably. Bolton & Menk, Inc. will work with the client to hire sub consultants to acquire this information if necessary.
- Bolton & Menk staff will only acquire invert elevations that can be measured without entering confined space (manholes, underground tanks, etc.) structures.
- We will locate all trees 2 inches or greater in diameter and delineate its general type by deciduous or coniferous.
- Engineering and surveying services not specifically identified herein are not part of this proposal.

- Any additional studies, tasks, or coordination (e.g. wetland delineations, environmental or archaeological studies, permit applications, meetings representing the client, etc.) not explicit in the proposed Scope of Work will be performed by others or as additional services.
- The scope of services provided above is inclusive of all tasks offered under this contract and fee. Parties agree that additional understandings that conflict with this document (including oral agreements) must be negotiated in writing.
- Only utilities that are marked in the field along with utility maps provided by utility companies within the time allotted for such requests through Iowa One Call will be graphically shown on the survey map.

FEES

Bolton & Menk, Inc.'s proposed fee for the described Scope of Services is as follows:

Scope of Services – Tasks 1 & 2	
Lump Sum Fee	\$7,600

SCHEDULE

Bolton & Menk, Inc. has the staff to meet any reasonable time frame required. We expect the finished survey map will be delivered to you within 20 working days after we have received authorization to proceed and a title commitment. (The Iowa One Call process takes 10 days to get the underground utilities marked, which needs to be completed prior to fieldwork commencing.)

APPROVALS AND SIGNATURES

The Client (City of Bondurant) acknowledges that it is the owner of the property described above or is a legally authorized representative of the property owner with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and the Client agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the Client or has been authorized to accept this Agreement on behalf of the Client. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk, Inc., including reasonable attorney's fees, in the event of default by the Client.

Accepted by:

Print Name/Title

Signature and Date

I/We personally guarantee payment of all obligations for services to be provided by BMI under this Agreement. I/We further agree to pay all costs of collection incurred by BMI, including reasonable attorney's fees.

Print Name/Title

Signature and Date



Terms of Proposal – General Survey IA
Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Utilities: Unless otherwise explicitly stated in the proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

G. Project Approval: Due to site limitations, code interpretation, regulatory reviews, political considerations and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI.

Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

K. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers and subcontractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. Initial Here: _____ (BMI) _____ (Client)

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium

expenses.

P. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

Q. Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. Termination of Services: The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

S. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.

T. LIEN RIGHTS: Pursuant to the representations by the CLIENT and to the extent permitted by Iowa Law for the improvements to be made to the project property, BMI reserves the right to file a lien against the project property in the event of delinquent or non-payment of monies owed to BMI by the CLIENT.



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

Item No. 5.i.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution Authorizing the City Administrator to Sign an Agreement with MidAmerican Energy for Incentives Associated with the Bondurant Emergency Services Facility Project

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: MidAmerican Energy Company has pre-approved the Bondurant Emergency Services Facility for a Commercial New Construction incentive totaling an estimated \$37,714 for electric energy savings. This incentive is based on the City's selection of Bundle 2 energy-saving measures and is contingent on post-construction verification by Willdan, the program contractor, scheduled for completion on November 21, 2025. Verification may lead to adjustments if the energy savings achieved differ from initial estimates.

The City of Bondurant must sign and return the construction letter within 30 days to proceed. MidAmerican Energy will conduct post-construction verification to finalize the incentive, ensuring compliance with the terms of the Commercial New Construction program.

FUNDING SOURCE: NA - This is a revenue that will be credited back to the project capital fund.

STAFF RECOMMENDATION: Authorize the City Administrator to sign the construction letter, confirming acceptance of the incentive and intent to implement the specified energy-saving measures in the Bondurant Emergency Services Facility.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-256
2. MAE Incentives

CITY OF BONDURANT
RESOLUTION NO. 241118-256

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN
AGREEMENT WITH MIDAMERICAN ENERGY FOR INCENTIVES ASSOCIATED
WITH THE BONDURANT EMERGENCY SERVICES FACILITY PROJECT

WHEREAS the City of Bondurant has undertaken the Bondurant Emergency Services Facility project at 500 Campus Drive SE, Bondurant, Iowa, as part of its commitment to sustainable and energy-efficient building practices; and

WHEREAS MidAmerican Energy Company has pre-approved the Bondurant Emergency Services Facility project for a Commercial New Construction incentive, estimated at \$37,714, based on selected energy-saving measures under Bundle 2; and

WHEREAS the acceptance of this incentive will support the City's goal to reduce energy consumption and operational costs within City facilities; and

WHEREAS the agreement with MidAmerican Energy requires post-construction verification by Willdan, the program contractor, to confirm the installation and effectiveness of the selected energy-saving measures, with the completion date anticipated as November 21, 2025; and

WHEREAS the City must sign and submit the agreement to MidAmerican Energy within 30 days to confirm acceptance of the incentive and proceed with the project.

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

1. The City Administrator is hereby authorized and directed to sign the agreement with MidAmerican Energy for the Commercial New Construction incentive for the Bondurant Emergency Services Facility project.
2. The City Administrator, or designee, is further authorized to take all actions necessary to fulfill the terms of the agreement, including but not limited to coordination of required verification reviews with MidAmerican Energy and its contractor, Willdan.

Passed this 18th day of November 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	X			
Driscoll	X			
McKenzie	X			
Peffer	X			
Sillanpaa	X			

November 13, 2024

Marketa Oliver
City of Bondurant
200 2nd St NE
Bondurant, IA 50035

Dear Marketa Oliver:

MidAmerican Energy Company is pleased to preapprove the Bondurant Emergency Services Facility project for a Commercial New Construction incentive. The amount below is based on your October 17, 2024, selection of Bundle 2.

Estimated Electric Incentive	\$37,714
Estimated Natural Gas Incentive	\$0
Total Estimated MidAmerican Energy Incentive	\$37,714

Following construction, Willdan will verify that all energy-saving strategies attributed to Bundle 2 are installed. Please note that the verification review may disclose different energy saving results, and the incentive will be adjusted accordingly.

Please indicate your acceptance of this incentive and intent to move forward with the project by signing the construction letter and emailing it to Arthur Ware at AWare@willdan.com. A response is requested within 30 days of receipt.

Construction Completion Date	November 21, 2025
Project Address	500 Campus Drive SE Bondurant, IA 50035
Incentive Recipient	City of Bondurant Attn: Marketa Oliver 200 2nd St NE Bondurant, IA 50035

Thank you for your participation in MidAmerican Energy's Commercial New Construction program.

Sincerely,



Wade Warnecke
Energy Efficiency Manager

Cc:

Arthur Ware
Christie Steinbock

COMMERCIAL NEW CONSTRUCTION (CNC) TERMS AND CONDITIONS

MidAmerican Energy Company offers the CNC program ("Program") to provide technical and financial assistance, if appropriate, throughout the energy design phase and post-construction verification processes and has contracted Willdan ("Program Contractor") to administer the Program.

CUSTOMER ELIGIBILITY

Program Participant must meet the following customer eligibility requirements:

- New construction buildings and renovation projects must be located in MidAmerican Energy Company's Iowa or Illinois service territory.
- MidAmerican Energy Company must directly provide the primary electricity and/or the primary natural gas to the equipment at the facility for which the rebate is being paid.
- Program Participants who elect to pursue "transport-only" arrangements with MidAmerican Energy Company (including MidAmerican Unregulated Retail Service, or URS) may or may not be eligible for energy efficiency incentives. Customers receiving monthly metered natural gas transportation service pay into the energy efficiency cost recovery fund and are eligible for natural gas incentives. Customers receiving daily metered natural gas transportation services do not pay into the fund and are not eligible for natural gas energy efficiency incentives.
- Any project that experiences a six-month delay in design prior to selecting a bundle of energy-efficient strategies may require a new application and requalification under current program terms.

CUSTOMER FACILITY

Program Participant grants MidAmerican Energy Company and its Program Contractor permission to enter the newly constructed and occupied facility and conduct agreed upon monitoring and verification activities. In the case of a leased facility, Program Participant certifies that appropriate permission has been obtained from the Customer.

INDEPENDENT EVALUATION

Program Participant shall independently evaluate any advice or direction given by MidAmerican Energy Company related to estimates of energy savings, cost and selection, or implementation of projects.

INCENTIVES

- If a project does not achieve at least 5 percent savings compared to Iowa State Energy Code baseline at the time of verification, or if an Illinois project does not achieve at least five percent savings compared to Illinois State Energy Code baseline, the project may not be eligible for an incentive in this or other programs.
- For enhanced track projects, the project needs to achieve at least 30% savings compared to Iowa State Energy Code baseline at the time of verification, else the incentive will be reduced to cover the cost of the early analysis modules provided.
- Applicable incentives may not exceed 70 percent of total bundle incremental cost, buy down a project below a one-year simple payback or exceed \$1,000,000 per building.
- Projects participating in the Commercial New Construction program will not be eligible for mid-stream Instant Discount HVAC and Lighting program incentives provided by the participating distributor at point of purchase.
- Any natural gas incentives quoted should be considered preliminary and for informational purposes only until eligibility is verified; natural gas purchasing arrangements and eligibility will be determined post-construction during final verification.
- Neither MidAmerican Energy Company nor its Program Contractor shall be liable for the failure of the Program Participant to achieve an estimated amount of energy savings.
- Commercial new construction incentives are payable after MidAmerican Energy Company verifies the installation of the energy efficiency measures and the electric and/or natural gas service is placed in the customer's or building owner's name.

PROGRAM CHANGES

- Program may be changed, suspended or canceled by MidAmerican Energy Company at any time without prior notice. Under such circumstances, Program Participant is not entitled to any Program benefits in excess of those approved prior to such action by MidAmerican Energy Company.

INDEMNIFICATION

- Program Participant agrees to defend, indemnify and hold MidAmerican Energy Company harmless from and against all damages, claims, loss or liability on account of damage to property, bodily injury or death, or personal injury of any person(s) arising out of participation in the CNC program. In no event shall MidAmerican Energy Company be liable for any incidental or consequential damages of any kind in connection with the participation in the CNC program.

CUSTOMER ACCEPTANCE

By accepting the terms of this agreement, I certify that:

- I am a representative of the project and I have the authority to bind the Program Participant to the terms of the Program.
- I have read, understand, and agree to be bound by and comply with the terms set forth, herein and such other terms as set forth in any other Program documents.
- To the best of my knowledge the information submitted on this form is representative of the energy efficiency project and I will notify MidAmerican Energy Company and Program Contractor immediately of any changes to the information.

The customer agrees that MidAmerican Energy Company may make agreements with Customers by electronic means, that such agreements have the same legal effects as agreements entered into on paper and that such electronic agreements are authentic and valid. Customer also agrees to receive Commercial New Construction Program information in electronic form (e.g., by email)

I have read, understand and agree to the terms and conditions of the Commercial New Construction Program

Full Name

Title

Signature

Date

Payment Information

Optional: This section only needs to be completed if the payment information has changed

Construction Completion Date _____

Project Address _____

Incentive Recipient _____

Incentive Mailing Address _____



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

Item No. 5.j.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving pay request no. 1 to RW Excavating Solutions for the Parkside Trail Connection Project in the amount of \$190,810.52

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend to Council the approval of the attached resolution to approve pay request no. 1 in the amount of \$190,810.5266 related to the Parkside Trail Connection Project.

As a reminder, the Parkside Trail Connection project is a new trail connection from the Parkside Development across Santiago Creek along the west side of the ballfields at BRSC and connecting to the new parking lot at BRSC and to the trail around Lake Petocka. This project also included enhancements to the public fishing area in Parkside Development to create a fishing node and some rock outcrop areas for residents to enjoy the public fishery more.

This pay application has been reviewed by city staff for accuracy and is for work completed through November 8th, 2024.

FUNDING SOURCE: LWCF Grant/ Budgeted CIP

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-257
2. Park Side Trail Connection Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 241118-257

RESOLUTION APPROVING PAY REQUEST NO. 1 TO RW EXCAVATING
SOLUTIONS FOR THE PARKSIDE TRAIL CONNECTION PROJECT IN THE
AMOUNT OF \$190,810.52

WHEREAS the Parkside Trail Connection Project Pay Request No. 1 was submitted on November 1st, 2024; AND

WHEREAS the pay request no. 1 is for work completed on the Parkside Trail Connection Project through November 8th, 2024; AND

WHEREAS City Staff have reviewed the pay request for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 1 to RW Excavating Solutions in the amount of \$190,810.52 hereby approved.

Passed This 18th day of November 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				

Contractor's Application for Payment No. 1

	Application Period: 7/17/2024	Application Date: 11/8/2024
To (Owner): City of Bondurant	From (Contractor): RW Excavating Solutions, LC	Via (Engineer): Shive Hattery
Project: Park Side Trail Connection Project	Contract: Park Side Trail Connection Project	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 2142301580

Application For Payment Change Order Summary

Approved Change Orders	Number	Additions	Deductions	
				1. ORIGINAL CONTRACT PRICE..... \$ <u>\$467,721.18</u>
				2. Net change by Change Orders..... \$
				3. Current Contract Price (Line 1 ± 2)..... \$ <u>\$467,721.18</u>
				4. TOTAL COMPLETED AND STORED TO DATE
				(Column F total on Progress Estimates)..... \$ <u>\$200,853.18</u>
				5. RETAINAGE:
				a. 5% X <u>\$200,853.18</u> Work Completed..... \$ <u>\$10,042.66</u>
				b. X <u> </u> Stored Material..... \$
				c. Total Retainage (Line 5.a + Line 5.b)..... \$ <u>\$10,042.66</u>
				6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ <u>\$190,810.52</u>
				7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$
				8. AMOUNT DUE THIS APPLICATION..... \$ <u>\$190,810.52</u>
				9. BALANCE TO FINISH, PLUS RETAINAGE
				(Column G total on Progress Estimates + Line 5.c above)..... \$ <u>\$276,910.66</u>
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 11/14/24

Payment of: \$ \$190,810.52
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ \$190,810.52
(Line 8 or other - attach explanation of the other amount)

is approved by: John Horton 11-14-2024
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): Park Side Trail Connection Project							Application Number: 1							
Application Period: 45490							Application Date: 11/8/2024							
A					B	C	D	E	F					
Item					Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)	
Bid Item No.	Description				Item Quantity	Units	Unit Price							Total Value of Item (\$)
1	CLEARING AND GRUBBING				1	LS	\$ 5,000.00	\$5,000.00	0.1	\$500.00		\$500.00	10.0%	\$4,500.00
2	TOPSOIL, STRIP, SALVAGE AND SPREAD				1595	CY	\$ 4.50	\$7,177.50						\$7,177.50
3	EXCAVATION, CLASS 10				775	CY	\$ 12.00	\$9,300.00	105	\$1,260.00		\$1,260.00	13.5%	\$8,040.00
4	MODIFIED SUBBASE, 6 IN.				1,830	SY	\$ 11.00	\$20,130.00						\$20,130.00
5	REMOVALS, PER PLAN				1	LS	\$ 8,000.00	\$8,000.00						\$8,000.00
6	STORM SEWER, TRENCHED, DUAL WALL POLYPROPYLENE, 12 IN.				38	LF	\$ 40.00	\$1,520.00						\$1,520.00
7	MANHOLE ADJUSTMENT, MINOR				1	EA	\$ 1,500.00	\$1,500.00						\$1,500.00
8	REINFORCED CONCRETE BOX CULVERT, TWIN 10X8				24	LF	\$ 1,936.28	\$46,470.72	24	\$46,470.72		\$46,470.72	100.0%	
9	REINFORCED CONCRETE BOX CULVERT STRAIGHT END SECTION, TWIN 10X8				2	EA	\$ 55,893.73	\$111,787.46	2	\$111,787.46		\$111,787.46	100.0%	
10	GRANULAR MATERIAL FOR WORKING BLANKET				111	TON	\$ 45.00	\$4,995.00	318.08	\$14,313.60		\$14,313.60	286.6%	-\$9,318.60
11	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH				1950	SY	\$ 2.50	\$4,875.00						\$4,875.00
12	SHARED USE PATH, PCC, 6 IN.				1,100	SY	\$ 45.00	\$49,500.00						\$49,500.00
13	SIDEWALK, PCC, 5 IN.				210.00	SY	\$ 60.00	\$12,600.00						\$12,600.00
14	DRIVEWAY, GRANULAR, 6 IN.				4	TON	\$ 45.00	\$180.00						\$180.00
15	PAVEMENT REMOVAL				20	SY	\$ 20.00	\$400.00						\$400.00
16	3/8" MINUS CRUSHED LIMESTONE, 5 IN.				14	TON	\$ 60.00	\$840.00						\$840.00
17	TEMPORARY TRAFFIC CONTROL				1	LS	\$ 4,900.00	\$4,900.00						\$4,900.00
18	HYDRAULIC SEEDING, FERTILIZING SUDAS TYPE 1				2.2	AC	\$ 3,500.00	\$7,700.00						\$7,700.00
19	HYDRAULIC SEEDING, FERTILIZING SUDAS TYPE 3				0.3	AC	\$ 2,000.00	\$600.00						\$600.00
20	HYDRAULIC SEEDING, FERTILIZING SUDAS TYPE 5				3.1	AC	\$ 2,000.00	\$6,200.00						\$6,200.00
21	HYDRAULIC SEEDING, FERTILIZING CUSTOM POLLINATOR SEED MIX				0.2	AC	\$ 10,000.00	\$2,000.00						\$2,000.00
22	HYDRAULIC SEEDING, FERTILIZING SUDAS WETLAND GRASS SEED MIX				0.4	AC	\$ 10,000.00	\$4,000.00						\$4,000.00
23	PLANTS WITH WARRANTY, TREE				30	EA	\$ 460.00	\$13,800.00						\$13,800.00
24	PLANTS WITH WARRANTY, PERENNIALS AND ORNAMENTAL GRASSES PLUG				2567	EA	\$ 6.50	\$16,685.50						\$16,685.50
25	SWPPP PREPARATION				1	LS	\$ 3,500.00	\$3,500.00	1	\$3,500.00		\$3,500.00	100.0%	
26	SWPPP MANAGEMENT				1	LS	\$ 3,000.00	\$3,000.00	0.1	\$300.00		\$300.00	10.0%	\$2,700.00
27	FILTER SOCK, 9 IN.				900	LF	\$ 3.00	\$2,700.00						\$2,700.00
28	FILTER SOCK, REMOVAL				900	LF	\$ 0.50	\$450.00						\$450.00
29	TEMPORARY RECP, EROSION CONTROL BLANKET				250	SQ	\$ 30.00	\$7,500.00						\$7,500.00
30	RIP-RAP, CLASS E				135	TON	\$ 70.00	\$9,450.00	146.02	\$10,221.40		\$10,221.40	108.2%	-\$771.40
31	TEMPORARY SEDIMENT BASIN AND CHECK DAM				1	LS	\$ 4,000.00	\$4,000.00						\$4,000.00
32	SILT FENCE OR DITCH CHECK				750	LF	\$ 3.00	\$2,250.00						\$2,250.00
33	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT				750	LF	\$ 0.50	\$375.00						\$375.00
34	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE				750	LF	\$ 0.50	\$375.00						\$375.00
35	EROSION CONTROL MULCHING, HYDROMULCH				6.2	AC	\$ 4,000.00	\$24,800.00						\$24,800.00
36	HARDWOOD MULCH SURFACING				37	CY	\$ 80.00	\$2,960.00						\$2,960.00
37	DECORATIVE STEEL FENCE, 48 IN.				44	LF	\$ 60.00	\$2,640.00						\$2,640.00
38	DECORATIVE STEEL FENCE, 60 IN.				82	LF	\$ 80.00	\$6,560.00						\$6,560.00
39	WEST LIMESTONE FISHING JETTY				1	LS	\$ 7,000.00	\$7,000.00						\$7,000.00
40	EAST LIMESTONE FISHING JETTY				1	LS	\$ 13,000.00	\$13,000.00						\$13,000.00
41	CONSTRUCTION SURVEY				1	LS	\$ 10,000.00	\$10,000.00						\$10,000.00
42	MOBILIZATION				1	LS	\$ 25,000.00	\$25,000.00	0.5	\$12,500.00		\$12,500.00	50.0%	\$12,500.00
43	CONCRETE WASHOUT				1	LS	\$ 2,000.00	\$2,000.00						\$2,000.00
Totals								\$467,721.18		\$200,853.18		\$200,853.18	42.9%	\$266,868.00



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

Item No. 5.k.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving a U-STEP Agreement No. 24-USTEP-040 with the Iowa Department of Transportation for intersection improvements at 2nd Street, NE and US 65/Hubbell Avenue

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant proposes to make safety and operational improvements at the intersection of 2nd Street NE and US 65/Hubbell Avenue. This project has been designated as a "spot improvement" under the Urban-State Traffic Engineering Program (U-STEP).

Funding: Under this agreement, IDOT will cover 55% of eligible construction and right-of-way costs, up to a maximum of \$200,000, while the City will cover the remaining 45%. The estimated project cost is \$1,021,650. This funding is in addition to the RISE grant funding for this project, which totals \$2,901,131.

Responsibilities:

- Bondurant will serve as the lead agency, handling project development and completion.
- The City Administrator will be the primary contact.
- IDOT will review and approve project plans, specifications, and costs.

Additional Provisions:

- Bondurant will handle initial project costs and submit eligible expenses for IDOT reimbursement.
- IDOT will withhold 5% of funds until final project completion.
- The City is responsible for post-construction maintenance of traffic signals.

This agreement supports Bondurant's ongoing commitment to enhance road safety and efficiency. Approval is recommended to secure IDOT funding and proceed with project planning and execution.

FUNDING SOURCE: This is a revenue source to offset investment in the intersection at 2nd Street and Hubbell/HWY 65.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-258
2. 24-USTEP-040

CITY OF BONDURANT
RESOLUTION NO. 241118-258

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE
IOWA DEPARTMENT OF TRANSPORTATION FOR INTERSECTION
IMPROVEMENTS UNDER THE URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP)

WHEREAS the City of Bondurant (the "City") seeks to improve safety and traffic operations at the intersection of 2nd Street NE and US 65/Hubbell Avenue; and

WHEREAS the Iowa Department of Transportation (IDOT) has approved the City's application for funding through the Urban-State Traffic Engineering Program (U-STEP) for a "spot improvement" project at the aforementioned intersection; and

WHEREAS under the terms of Agreement No. 24-USTEP-040, IDOT has agreed to provide funding covering 55% of eligible project costs, up to a maximum amount of \$200,000, with the City covering the remaining 45%; and

WHEREAS the City will act as the lead agency for the development and completion of this project, coordinating with IDOT on project planning, funding, and approvals; and

WHEREAS it is in the best interest of the City to proceed with this project to enhance safety and efficiency at a critical intersection within the community.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Mayor is hereby authorized and directed to execute Agreement No. 24-USTEP-040 with the Iowa Department of Transportation for the U-STEP project and the Mayor, City Administrator, and staff are authorized to take any further actions necessary to fulfill the City's obligations under the terms of this agreement.

Passed this 18th day of November 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	X			
Driscoll	X			
McKenzie	X			
Peffer	X			
Sillanpaa	X			

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
URBAN-STATE TRAFFIC ENGINEERING PROGRAM
(U-STEP) PROJECT**

City: Bondurant

Project No.: UST-065-4(180)--4A-77

Agreement No.: 24-USTEP-040

Staff Action No.: 218 – 2024 08 29

This is an agreement between the city of Bondurant (hereinafter called Recipient), and the Iowa Department of Transportation (hereinafter called Department), to enter into an agreement for joint or cooperative action after appropriate action by ordinance, resolution, or otherwise pursuant to the laws of the governing bodies involved.

The Recipient and the Department previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
RISE	2024-R-001	RM-0747(615)--9D-77	April 30, 2024

The Department provides funds through the Urban-State Traffic Engineering Program (U-STEP), a cooperative program for safety or operational improvements on primary road extensions. The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds to 45% local funds, up to a maximum amount in Department funds of \$200,000 for a “spot improvement” or \$400,000 for a “linear improvement”. The maximum funds available for this project are as noted below.

A “spot improvement” shall mean a limited improvement project such as intersection reconstruction or signalization; and a “linear improvement” shall mean an improvement project such as street or highway widening or reconstruction which spans two or more intersections.

The Recipient proposes to develop and complete the following described spot improvement project:

Improvements at the intersection of 2nd Street NE and US 65/Hubbell Avenue in the city of Bondurant

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide U-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with project improvements as described above.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the U-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems RISE Grant Manager, Jennifer Kolacia. The Recipient's contact person shall be the City Administrator, Marketa Oliver.
3. The Department will share eligible construction and right-of-way costs as indicated below:

☒ SPOT IMPROVEMENT

Department Share	Recipient Share	Department Program Maximum	Estimated Project Cost	Department Project Maximum
55%	45%	\$200,000	\$ 1,021,650	\$ 200,000

OR

☐ LINEAR IMPROVEMENT

Department Share	Recipient Share	Department Program Maximum	Estimated Project Cost	Department Project Maximum
55%	45%	\$400,000	\$ 0.00	\$ 0.00

4. The maximum Department project funding shall be as noted above in Paragraph 3.
 - a. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids.
 - b. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.
 - c. Any amount exceeding the Department project maximum shall be requested in writing by the Recipient and approved through a Staff Action process at the discretion of the Department. The amount requested and approved shall not exceed the Department program maximum.
5. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the Department.
7. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below:

City: Bondurant

By: _____ Date _____, _____

Title _____

I, _____, certify that I am the Clerk of the city of
Bondurant, and that _____, who signed said
Agreement for and on behalf of the Recipient was duly authorized to execute the same by
virtue of a formal resolution duly passed and adopted by the Recipient, on the _____ day
of _____, _____.

Signed: _____ Date _____, _____
City Clerk of Bondurant, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division

By: Allison Smyth , P.E.
District Engineer
District 1

Date _____, _____

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
2. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
3. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
4. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Right of Way Bureau to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Right of Way Bureau staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient-owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient-owned lands, if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
5. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
6. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.

7. For projects let by the Department, the Recipient shall submit to the Department an acceptable Project Development Certificate ([Form 730002](#)), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) [3.010](#), Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the Department at least fourteen weeks prior to advertisement for bids.
8. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit a copy of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
9. If the Recipient lets the project, then the Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the Sales Tax Exemption Certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within two years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of six months upon receipt of a written request from the Recipient at least 30 days prior to the two-year deadline.
12. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement and to make such materials available at their respective offices at reasonable times during the agreement period and for three years from the date of the final payment under the agreement, for inspection by the Department.
13. The Recipient will be responsible for the initial costs of right of way and construction. The Recipient shall prepare and submit to the Department a detailed billing statement of right of way and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the State share of construction costs or 5% of the total State funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
14. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the

- use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
15. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
 16. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35 feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.
 17. Within 30 days of completion of construction, the Recipient shall provide written notification to the Department. Acceptance of the completed construction shall be with the concurrence of the Department. The Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
 18. The Recipient shall provide to the Department a copy of "as-built" project plans, within six months after the project is built.
 19. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
 20. The Recipient shall submit a final detailed billing statement to the Department no later than one year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the one year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the one-year deadline.
 21. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
 22. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days' notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES ON NON-FEDERAL AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a. Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Iowa DOT Administering Bureau.
 - b. Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a. Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b. Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT Administering Bureau the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>.



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

Item No. 5.I.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving change order no. 2 for added work for the 15th Street, SE and 13th Street Stormwater Improvements in the amount of \$2962.50

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to the Council the approval of the attached resolution to approve change order #2 in the amount of \$2962.50 related to some additional aggregate that was needed to complete the subdrain and 1 additional clean out casting that was added to make an adjustment in the field that was different from design due to a utility conflict.

FUNDING SOURCE: Stormwater Funding

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-259
2. Change Order No. 2

CITY OF BONDURANT
RESOLUTION NO. 241118-259

RESOLUTION APROVING CHANGE ORDER NO. 2 FOR ADDED WORK ON THE 15th
STREET, SE AND 13th STREET, SE STORMWATER IMPROVEMENTS PROJECT IN
THE AMONT OF \$2962.50

WHEREAS, on November 14th, 2024, the City of Bondurant received change order no. 2 for added work for 15th Street, SE and 13th Street, SE Stormwater Improvement Project; AND

WHEREAS, the City Council approves change order no. 2 for the added work for the 15th Street SE Stormwater Improvement Project for additional materials needed to complete the 15th St. portion of this project; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that change order no. 2 for the 15th Street and 13th Street Stormwater Improvement Project to James Construction LLC is hereby approved.

Passed this 18th day of November ,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	X			
Peffer	X			
Driscoll	X			
McKenzie	X			
Sillanpaa	X			

James Construction
 LLC
 1601 E 29th St
 Des Moines, IA 50317
 515-783-2013



CHANGE ORDER

Project Name	15 th St Improvements
Change Order No.	1
Date of Request	11/08/2024

Company Name	City of Bondurant
Address	200 2 nd St NE Bondurant, IA 50035
Phone Number	515-967- 2418

Description of Changes	7.5 Storage Aggregate ASTM #57 (26.69 ton) 9.6 Temporary Fence (350) 0.0 Castings (A1 style)
-------------------------------	--

	Original Unit Price	New Price	Total
Price	7.5 - 960	2135	1175.00
	9.6 - 1725	2012.50	287.50
	0.0 – 0	1500	1500.00
			2962.50

Approved By	Date and Signature
	11/14/2024
	<i>John Horton</i>



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

Item No. 5.m.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving pay request no. 1 to James Construction LLC for the 15th Street Stormwater Project in the amount of \$43,369.87

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to Council the approval of the attached resolution to approve pay app #1 in the amount of \$43,369.87 related to the 15th St. Stormwater Project.

As a reminder, this project is to help address some backyard stormwater drainage issues in the 1300 block of 15th St. SE. This was one of the project areas identified in the city's Stormwater Master Planning effort. Staff worked with property owners and engineers from McClure engineering to develop an additional subdrain in the rear yard areas to help mitigate the nuisance water that was ponding after rain events.

This pay application has been reviewed by city staff for accuracy and is for work completed through November 8th, 2024.

FUNDING SOURCE: Budgeted Stormwater Funds

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-260
2. Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 241118-260

RESOLUTION APPROVING PAY REQUEST NO. 1 TO JAMES CONSTRUCTION LLC
FOR THE 15th STREET STORMWATER PROJECT IN THE AMOUNT OF \$43,369.87

WHEREAS, the Parkside Trail Connection Project Pay Request No. 1 was submitted on
November 8th, 2024; AND

WHEREAS, the pay request no. 1 is for work completed on the 15th Street Stormwater
Project through November 8th, 2024; AND

WHEREAS, City Staff have reviewed the pay request for accuracy; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that the pay request no. 1 to James Construction LLC in the amount of \$43,369.87
hereby approved.

Passed This 18th day of November 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	X			
Peffer	X			
Driscoll	X			
McKenzie	X			
Sillanpaa	X			

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 2 PAGES

TO OWNER:
City of Bondurant
200 2nd Street NE
Bondurant, IA 50035
FROM CONTRACTOR:
James Construction LLC
1601 E 29th Street
Des Moines, IA 50317
CONTRACT

PROJECT:15th St Improvements APPLICATION NO:1
VIA ARCHITECT:
PERIOD TO:
09/30/2024-11/08/2024
PROJECT NO'S:
COMMITMENT NO'S
CONTRACT DATE:

Distribution to:

X	OWNER
	ARCHITECT
	CONTRACTOR

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 \$ 53,944
- 2. Net change by Change Orders \$ 2962.50
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 45,652.50
- 5. RETAINAGE:
 - a. 5 % of Completed Work \$ 2282.63 (Column D + E on G703)
 - b. % of Stored Material \$ (Column F on G703)Total Retainage (Lines 5a + 5b or Total in Column I of G703)
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 43,369.87
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$
- 8. CURRENT PAYMENT DUE \$ 43369.87
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

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:
By: Date:
State of: County of:
Subscribed and sworn to before me this day of
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 the 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 \$ 43,369.87

(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.)
ARCHITECT: John Horton
By: Date: 11/14/2024
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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	2962.50	
NET CHANGES by Change Order		

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

APPLICATION NO: 1
APPLICATION DATE: 11/08/2024
PERIOD TO:
NNI's PROJECT NO:

A	B	C	D	E	F	G	H	I	J
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					
	TOPSOIL	1650		1650		1650			
	EX HAND DIG	450							
	TRENCH EXCAVATION	800		800		800			
	STORM TRENCHED 6" HDPE	4320		4320		4320			
	SUBDRAIN CLEANOUT	4800		4800		4800			
	SUBDRAIN CONNECTION	500		500		500			
	CONNECTION TO EXISTING INTAKE	2000		2000		2000			
	REMOVAL OF SIDEWALK	540		120		120			
	SIDEWALK PCC MATCH EXISTING	1296		288		288			
	ENGINEERING FABRIC	2268		2268		2268			
	UNDERDRAIN PERFORATED HDPE 6-INCH	8730		8730		8730			
	STORAGE AGGREGATE ASTM #57	960		2135		2135			
	TEMP TRAFFIC CONTROL	4500		4500		4500			
	SOD	5175		5175		5175			
	SWPP MANAGEMENT	900							
	FILTER SOCK 8-INCH	400		250		250			
	FILTER SOCK REMOVAL	80		50		50			
	REMOVE/REINSTALL EXISTING FENCE	10200		1904		1904			
	TEMP FENCE	1725		2012.50		2012.50			
	MONUMENT PRESERVATION	1000		1000		1000			
	MOBILIZATION	1200		1200		1200			
	CONCRETE WASHOUT	450		450		450			
	CASTINGS			1500		1500			
	GRAND TOTALS	53,944		45,652.50		45,652.50	100%		2235.13



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

Item No. 5.n.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving a Joint Use Agreement with Mid-American Energy for easements both parties have acquired for the Civic Campus Improvement Area

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve the resolution to enter into a joint use agreement for easements in the Civic Campus area. As you may recall, the city intended to install sanitary sewer along the South side of 2nd St. NE out to the lift station near NE 88th but were unable to acquire the necessary easements and the project shifted to the North side of the roadway where Mid-American energy had already acquired easements to facilitate their work. These easements overlap, which from a constructability for both entities will be fine. This agreement states that if the city ever needs Mid-American to move their facilities in this specific area that the City will bear the expense. The City and MidAmerican Energy have worked together to ensure that both projects should not conflict with each other and we do not anticipate there would be a need in the future to move as future build out has been anticipated in the current design.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-261
2. Joint Use Agreement with Bondurant 8-29-24
3. Joint Use Easement at David Ross Property

CITY OF BONDURANT
RESOLUTION NO. 241118-261

RESOLUTION ESTABLISHING A JOINT USE AGREEMENT BETWEEN THE CITY OF
BONDURANT AND MID-AMERICAN ENERGY COMPANY FOR EASEMENTS IN THE
CIVIC CAMPUS IMPROVEMENTS AREA

WHEREAS the joint use agreement was submitted to the city on September 3rd, 2024,
AND.

WHEREAS the joint use agreement is necessary to help facilitate the upgrades that Mid-
American Energy and the City are undertaking in this area in conjunction with the Civic
Campus/Certified Site Area Improvements: AND

WHEREAS Mid-American Energy is requesting joint use agreement for easements that
both the city and Mid-American energy have acquired separately; AND

WHEREAS, this joint use agreement will not interfere with any of the operation or
functionality of city infrastructure; 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 joint use agreement from Mid-American Energy is hereby
approved.

Passed this 18th day of November 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				

Prepared by and return to:
MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES

JOINT USE AGREEMENT

This Joint Use Agreement (this “Agreement”) is made this ____ day of _____, _____, by and between **MIDAMERICAN ENERGY COMPANY**, an Iowa Corporation, its successors (“MidAmerican”), and the **CITY OF BONDURANT** (“Bondurant”) (individually referred to at times as “Party”, or collectively the “Parties”).

RECITALS

WHEREAS, MidAmerican and Bondurant are the holders of easement rights across a portion the property described below:

The south half of the southeast quarter laying south of the former right of way of the Chicago Great Western Railroad Company, except Parcel 2016-126, Parcel 2021-117, Parcel F, and Except Road, all in Section 29, Township 80 North, Range 22, West of the 5th P.M., all now included in and forming a part of the City of Bondurant, Polk County, Iowa.

WHEREAS, the easements are set forth as follows:

MidAmerican Energy Company Electric Easement recorded on June 6, 2024, in Book 19818 Page 47 of the Polk County Recorder’s Office (“Easement A”).

MidAmerican Energy Company Electric Easement recorded on August 8, 2024, in Book 19877 Page 914 of the Polk County Recorder’s Office (“Easement B”).

Perpetual Sanitary Sewer Easement granted to the City of Bondurant recorded on June 11, 2024, in Book 19821 Page 937 of the Polk County Recorder’s Office (“Easement C”).

Perpetual Sanitary Sewer Easement granted to the City of Bondurant recorded on July 24, 2024, in Book 19861 Page 823 of the Polk County Recorder’s Office (“Easement D”).

Collectively referred to as “the Easements”.

WHEREAS, MidAmerican plans to install underground electric distribution lines and related above-ground facilities in the areas covered by Easement A and Easement B.

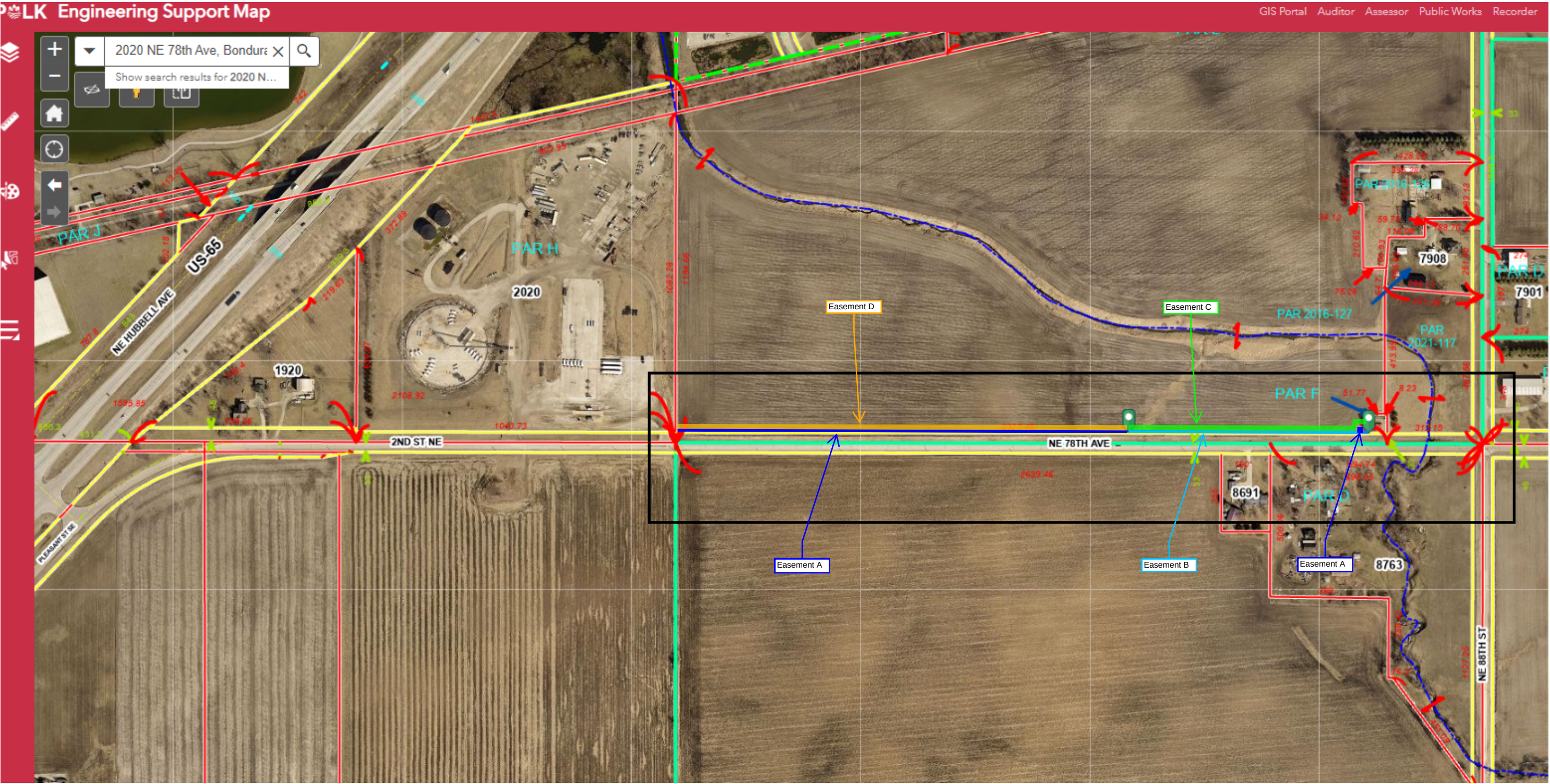
WHEREAS, Bondurant plans to install a sanitary sewer system in the areas covered by Easement C and Easement D.

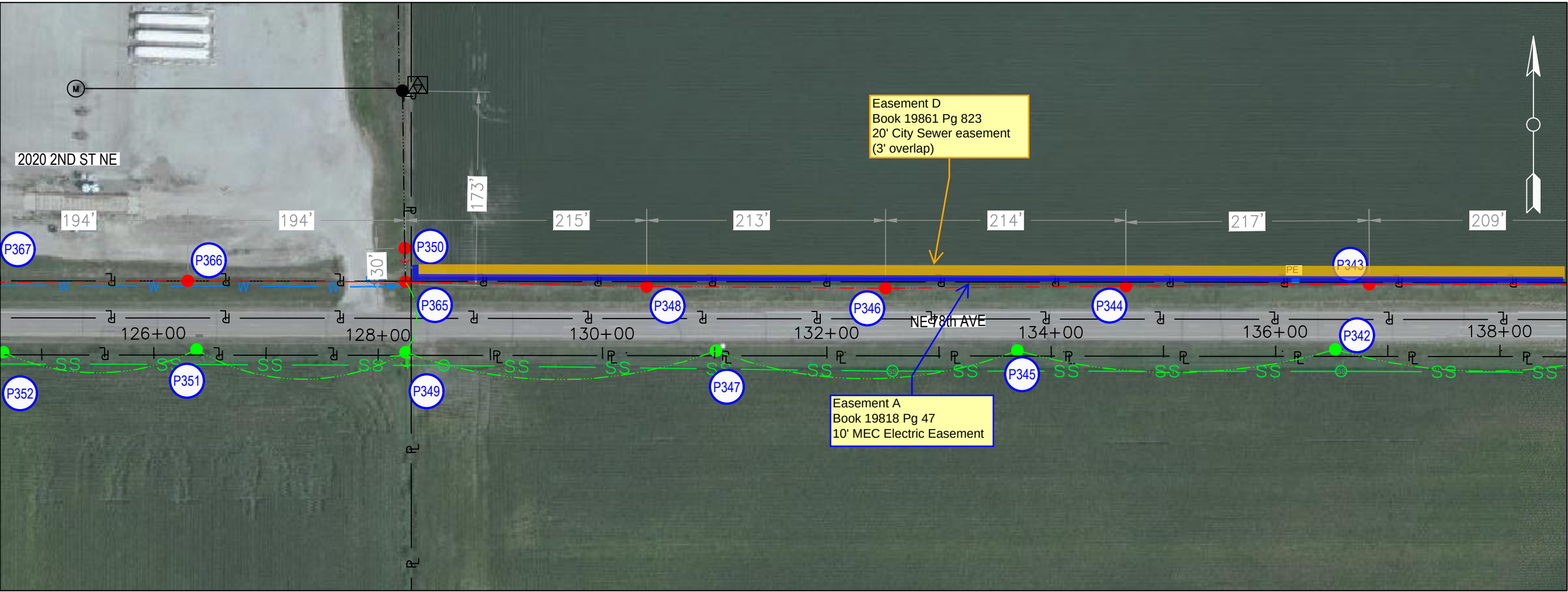
WHEREAS, due to the differing filing priorities for each of the Easements, the Parties desire to work together to allow each Party to operate in the overlapping easement areas.

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

1. **Joint Use.** Each Party is responsible for their own actions within the Easements. Each Party is responsible for their own facilities located within the Easements. The Parties will work together to resolve any issues or problems that may arise related to the joint use of the easements.
2. **Location and Priority.** In exchange for MidAmerican placing its underground facilities within the north half Easement A, Bondurant agrees to allow MidAmerican ample space to construct underground electric distribution lines and related above-ground facilities within Easement B and Easement C. Bondurant agrees that it will not require MidAmerican to relocate any of MidAmerican's facilities placed within the Easements. In the event a relocation of MidAmerican facilities is required by Bondurant, Bondurant agrees to be responsible for the cost of any relocation of MidAmerican facilities.
3. **No Waiver.** The Parties hereto understand this Agreement in no way constitutes a waiver by either Party of the rights granted to the respective Party in the Easements.
4. **Headings and Captions.** The titles or captions of sections and paragraphs in this Agreement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Agreement, 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.
5. **Counterparts.** This Agreement 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.

Signature Page Follows





P367
IN: P45-3
IN: CR8C100F - 3Ø 8' TANGENT

P366
IN: P45-3
IN: CR8C100F - 3Ø 8' TANGENT

P365
IN: P45-3
IN: CR8C126F - 3Ø 8' TANGENT WITH 3Ø TAP
NOTES
CONSTRUCT TAP CROSSARM TO NORTH ON BOTTOM SLACKED

P352
RM: POLE, FRAMING

P351
RM: POLE, FRAMING

P350
IN: P45-3
IN: CR8C117 - 3Ø 8' 2 WAY DEADEND
IN: GGC547/GGC517/GAC004 - DOWNGUY, ANCHOR - 20' S

NOTES
CONSTRUCT SLACK TO SOUTH

P349
RM: POLE, FRAMING, GUY

P348
IN: P45-3
IN: 3Ø 8' TANGENT

P347
RM: POLE, FRAMING

P346
IN: P45-3
IN: 3Ø 8' TANGENT

P345
RM: POLE, FRAMING
P344
IN: P45-3
IN: 3Ø 8' TANGENT WITH ARRESTORS

P343
IN: P45-3
IN: 3Ø 8' TANGENT

P342
RM: POLE, FRAMING

GENERAL CONSTRUCTION NOTE

- 1. INSTALL UNDERGROUND FACILITIES IN ACCORDANCE WITH THESE PLANS, MIDAMERICAN'S DISTRIBUTION STANDARDS, AND ALL STATE AND LOCAL REQUIREMENTS, AS DEFINED BY THE PERMITS.
- 2. THE LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE AND MUST BE VERIFIED. CALL 811 FOR A UTILITY LOCATE AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. UNLESS DETAILED ELSEWHERE, ALL UNDERGROUND ELECTRIC SHALL BE BURIED AT LEAST 42"-48" DEEP AND TYPICALLY 2' OFF OF THE EDGE OF RIGHT OF WAY.
- 4. ALL SINGLE PHASE UNDERGROUND WILL BE 1/0 WITH 2" CONDUIT, UNLESS OTHERWISE STATED.
- 5. ALL THREE PHASE UNDERGROUND WILL BE 750 WITH 6" CONDUIT, UNLESS OTHERWISE STATED.

INSTALLS

INSTALLATIONS ARE DISPLAYED IN RED

REMOVALS

REMOVALS ARE DISPLAYED IN GREEN

EXISTING

EXISTING EQUIPMENT IS DISPLAYED IN BLACK

			SERVICE WIRE- UP TO METER		CAPACITORS		FUSE		COP-CUSTOMER OWNED POLE		REMOVAL & INSTALL IN THE SAME PLACE		POLES
			SECONDARY WIRE		RISERS		GROUP OP SWITCH		SINGLE PHASE		SINGLE PHASE		OH XMFR
			PRIMARY 3 PHASE		VOLTAGE REGULATOR		RECLOSERS		THREE PHASE		THREE PHASE		UG XMFR
			PRIMARY 1 PHASE		SWITCHGEAR		SEC PEDESTAL		REMOVING POLE & INSTALLING 3PH PADMOUNT EQUIPMENT		REMOVING POLE & INSTALLING 1PH PADMOUNT EQUIPMENT		
			GUY WIRE		PADMOUNTED EQUIPMENT		ANCHORS		METER				

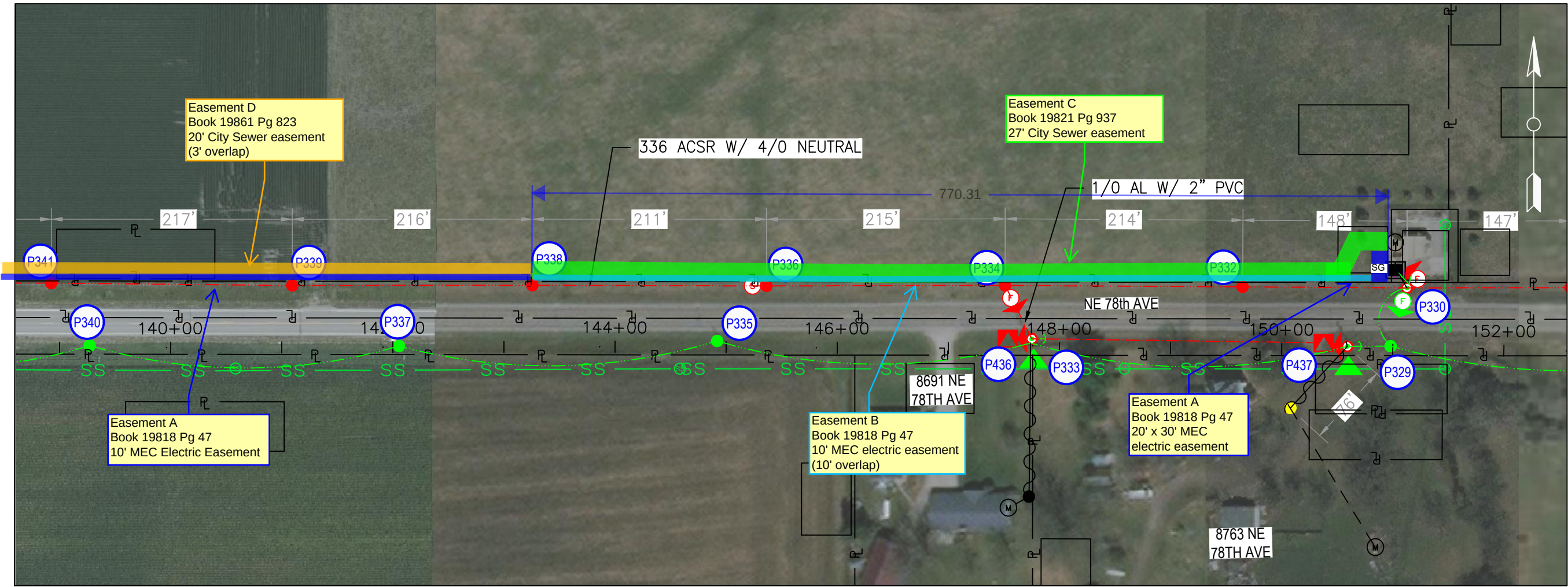
DGV213
PAGE: 35
SCALE: 1" = 100'

CALL 811 BEFORE YOU DIG

MidAMERICAN ENERGY COMPANY
Obsessively. Relentlessly. At Your Service™

ENTRUST SOLUTIONS GROUP

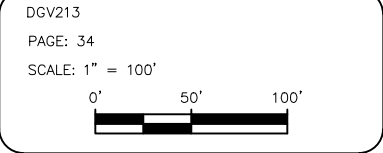
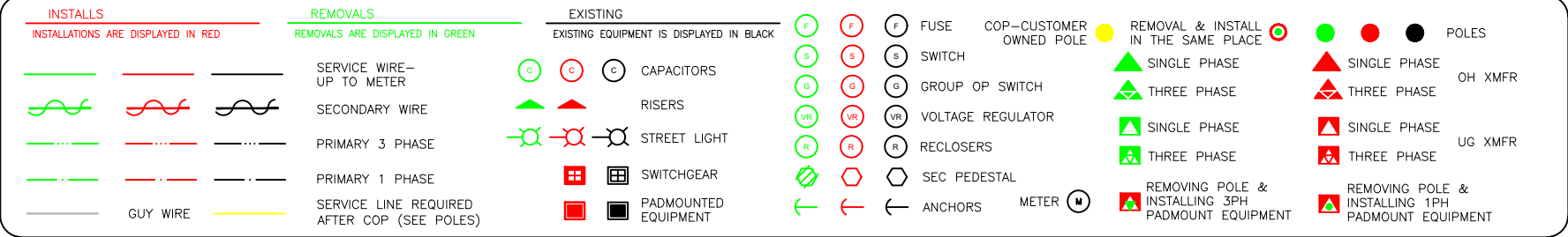
LINE INFORMATION
CIRCUIT - DGV213
VOLTAGE - 13.2
DRAWN BY: JW
DATE: 11/7/2023
DWG#: B-8



P341 IN: P45-3 IN: 3Ø 8' TANGENT	P337 RM: POLE, FRAMING P336 IN: P45-3 IN: CR8C100F - 3Ø 8' TANGENT	P333A RM: POLE, FRAMING, GUY RM: TRANSFORMER P333B IN: P35-5 IN: RSC100 - SECONDARY RISER	P331A RM: POLE, FRAMING, GUY RM: TRANSFORMER P331B IN: P35-5 IN: RSC100 - SECONDARY RISER NOTES TRANSFER EXISTING SERVICE P437 IN: TPM100 - 1Ø UNDERGROUND RADIAL TRANSFORMER IN: UMC300 - LOADBREAK ELBOW IN: TR7053 - 25KVA TRANSFORMER IN: TCC100 (3) - SECONDARY CONNECTION	P330A RM: POLE, FRAMING, GUY RM: PRIMARY RISER P330B IN: 45-3 IN: CR8C100F - 3Ø 8' TANGENT IN: RPC300 - 3Ø PRIMARY RISER IN: FMC432 - 100A CUTOUT IN: TFL012 (3) - 12T FUSE LINK	P328 IN: P45-3 IN: CR8C110 - 3Ø 8' CORNER IN: GGC547/GAC004 - DOWNGUY, ANCHOR 20' E NOTES CONSTRUCT WITH SLACK SPAN SOUTH WITH CROSSARM ON TOP P436 IN: TPM110 - 1Ø UNDERGROUND LOOP TRANSFORMER IN: UMC300 (2) - LOADBREAK ELBOW IN: TR7053 - 25KVA TRANSFORMER IN: TCC100 (3) - SECONDARY CONNECTION
--	--	--	--	--	--

GENERAL CONSTRUCTION NOTE

1. INSTALL UNDERGROUND FACILITIES IN ACCORDANCE WITH THESE PLANS, MIDAMERICAN'S DISTRIBUTION STANDARDS, AND ALL STATE AND LOCAL REQUIREMENTS, AS DEFINED BY THE PERMITS.
2. THE LOCATION OF UTILITIES SHOWN ON THIS PLAN ARE APPROXIMATE AND MUST BE VERIFIED. CALL 811 FOR A UTILITY LOCATE AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION. UNLESS DETAILED ELSEWHERE, ALL UNDERGROUND ELECTRIC SHALL BE BURIED AT LEAST 42"-48" DEEP AND TYPICALLY 2' OFF OF THE EDGE OF RIGHT OF WAY.
3. ALL SINGLE PHASE UNDERGROUND WILL BE 1/0 WITH 2" CONDUIT, UNLESS OTHERWISE STATED.
4. ALL THREE PHASE UNDERGROUND WILL BE 750 WITH 6" CONDUIT, UNLESS OTHERWISE STATED.





CALL 811
BEFORE YOU DIG



MIDAMERICAN
ENERGY COMPANY
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SOLUTIONS GROUP

LINE INFORMATION
CIRCUIT - DGV213
VOLTAGE - 13.2

DRAWN BY: JW
DATE: 11/7/2023
DWG#: B-9

Recorded: 6/6/2024 at 8:50:56.0 AM
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.60
Combined Fee: \$35.60
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202400027814
BK: 19818 PG: 47

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>125722</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2958805</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>29</u>	
		Township	<u>80</u>	North
		Range	<u>22</u>	West of the 5 th P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this 27th day of May, 2024, by and between **David Jeffrey Ross, a single person**, ("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:

The south half of the southeast quarter laying south of the former right of way of the Chicago Great Western Railroad Company, except Parcel 2016-126, Parcel 2016-127, Parcel 2021-117, Parcel F, and Except road, all in Section 29, Township 80 North, Range 22, West of the 5th P.M., all 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 & B 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: wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, and further including other reasonably necessary equipment incident thereto except that no poles can be placed within the easement area (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 27 day of May, 2024

David Ross
David Jeffrey Ross

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

This record was acknowledged before me on May 27th, 2024,
by David Jeffrey Ross, a single person.

Kristi Haughenbury
Signature of Notary Public



EXHIBIT "A"

Legend

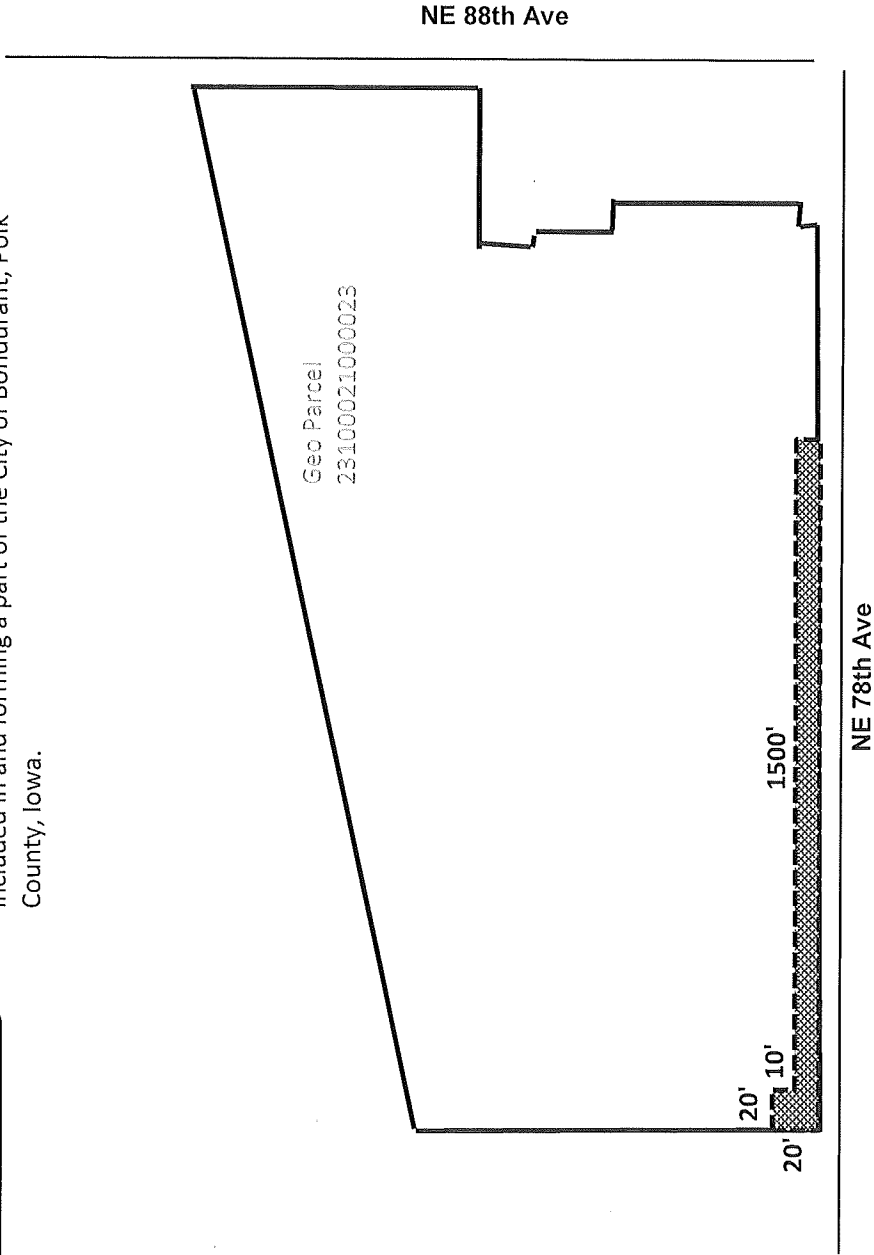
- Subject Property Line & ROW
- Easement area

Parcel Legal Description:

The south half of the southeast quarter laying south of the former right of way of the Chicago Great Western Railroad Company, except Parcel 2016-126, Parcel 2016-127, Parcel 2021-117, Parcel F, and Except road, all in Section 29, Township 80 North, Range 22, West of the 5th P.M., all now included in and forming a part of the City of Bondurant, Polk County, Iowa.

Easement Area

The South 20 feet of the west 20 feet, thence south 10 feet of the next 1500 feet to the east of said property.



 MIDAMERICAN ENERGY COMPANY MidAmerican Energy Company is a subsidiary of MidAmerican Holdings	Customer: David Jeffrey Ross		Folder No. 125722	N 
	Address: NE 78th Ave		Scale: Not to Scale	
	City: Bondurant State: Iowa		Date: 05/07/24	
			Page 1 of 2	

EXHIBIT "B"

Legend

— - Subject Property Line & ROW

 - Easement area

Parcel Legal Description:

The south half of the southeast quarter laying south of the former right of way of the Chicago Great Western Railroad Company, except Parcel 2016-126, Parcel 2016-127, Parcel 2021-117, Parcel F, and Except road, all in Section 29, Township 80 North, Range 22, West of the 5th P.M., all now included in and forming a part of the City of Bondurant, Polk County, Iowa.

Easement Area: Commencing at the southwest corner of Parcel F, Thence west 35 feet, thence north 30 feet, thence east 20 feet, thence south 20 feet, thence east 15 feet, thence south 10 feet to the point of beginning.

Geo Parcel
23100021000023

Parcel 2021-117

parcel F

20'
30' 15' 10'

NE 78th Ave



Customer: David Jeffrey Ross

Address: NE 78th Ave

City: Bondurant State: Iowa

Job Desc: Electric Easement

Folder No. 125722

Date: 05/07/24

Page 2 of 2



Recorded: 8/8/2024 at 9:14:11.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax: \$0.00
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202400040268
BK: 19877 PG: 914

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>125722</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2958805</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>29</u>	
		Township	<u>80</u>	North
		Range	<u>22</u>	West of the 5 th P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this 6 day of August, 2024, by and between **David Jeffrey Ross, a single person**, ("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:

The south half of the southeast quarter laying south of the former right of way of the Chicago Great Western Railroad Company, except Parcel 2016-126, Parcel 2016-127, Parcel 2021-117, Parcel F, and Except road, all in Section 29, Township 80 North, Range 22, West of the 5th P.M., all 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 wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, and further including other reasonably necessary equipment incident thereto except that no poles can be placed within the easement area (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 6 day of Aug, 2024

David Ross
David Jeffrey Ross

ACKNOWLEDGMENT

STATE OF Iowa)
COUNTY OF Polk) ss

This record was acknowledged before me on August 6, 2024,
by David Jeffrey Ross, a single person.

Christin M. Erwin
Signature of Notary Public



EXHIBIT "A"

Legend

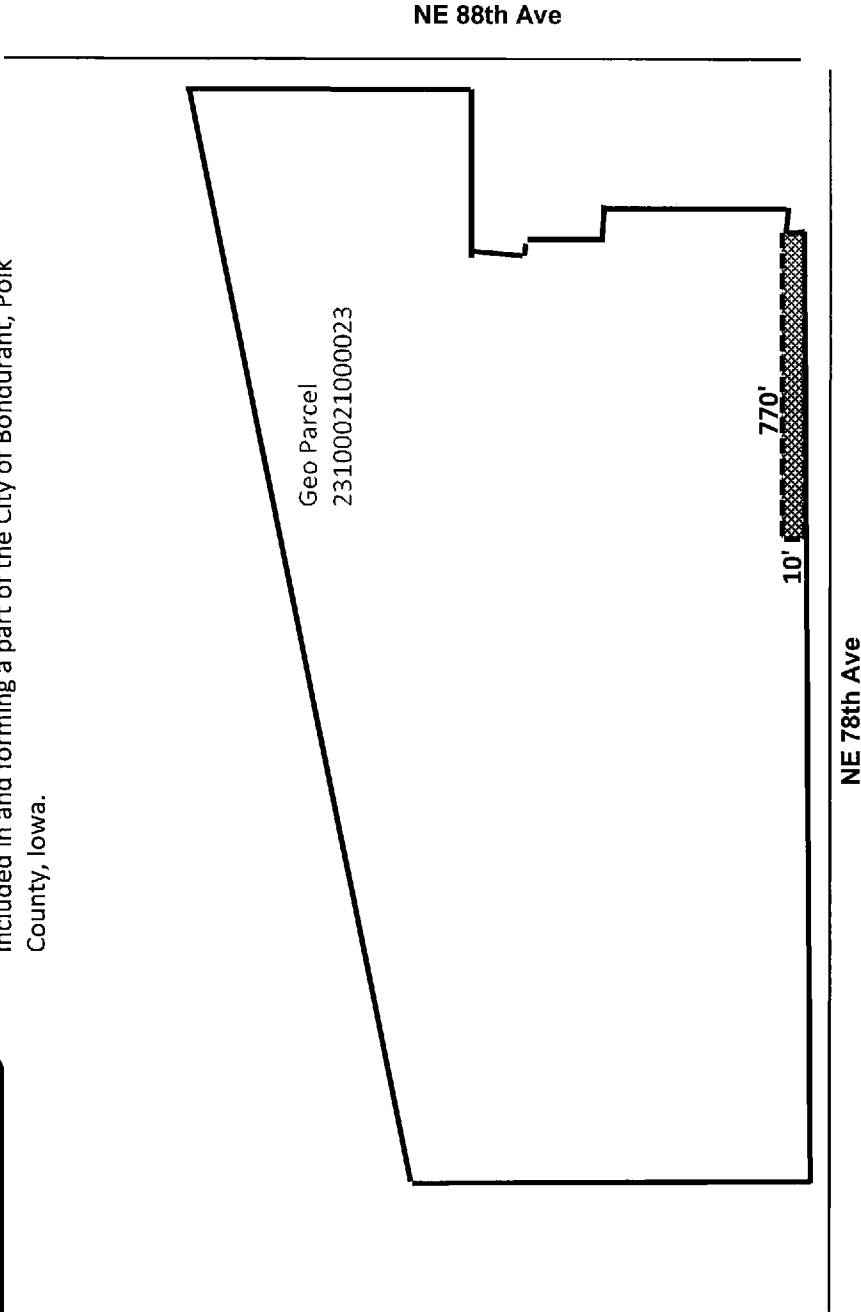
- Subject Property Line & ROW
- Easement area

Parcel Legal Description:

The south half of the southeast quarter laying south of the former right of way of the Chicago Great Western Railroad Company, except Parcel 2016-126, Parcel 2016-127, Parcel 2021-117, Parcel F, and Except road, all in Section 29, Township 80 North, Range 22, West of the 5th P.M., all now included in and forming a part of the City of Bondurant, Polk County, Iowa.

Easement Area

The South 10 feet of the east 770 feet of said property line.



Customer: David Jeffrey Ross

Address: NE 78th Ave

City: Bondurant State: Iowa

Job Desc: Electric Easement

Folder No. 125722

Date: 07/26/24

Page 1 of 2



Recorded: 6/11/2024 at 9:51:54.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202400028678
BK: 19821 PG: 937

PERPETUAL SANITARY SEWER EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Veenstra & Kimm, Inc.
ATTN: Will Weber
3000 Westown Parkway
West Des Moines, Iowa 50266
(515) 225-8000

Return Document To: (name and complete address)

City of Bondurant, Iowa
Attn: Marketa Oliver, City Administrator
200 2nd Street NE
P.O. Box 37
Bondurant, Iowa 50035

Grantor: David J. Ross

Grantee: City of Bondurant, Iowa

PERPETUAL SANITARY SEWER EASEMENT

KNOW ALL BY THESE PRESENT:

That we, the undersigned, David J. Ross, (hereinafter referred to as "Grantor(s)"), in consideration of \$12,822.75 in hand paid by the CITY OF BONDURANT, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Bondurant, Iowa, a municipal corporation, in the County of Polk, State of Iowa, an easement under, through and across the following described real estate:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Perpetual Easement (see attached Exhibit 03-P1)

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°59'15" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1141.53 FEET; THENCE NORTH 00°00'45" EAST, 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE 78th STREET AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°00'45" EAST, 27.00 FEET; THENCE SOUTH 89°59'15" EAST, 702.92 FEET; THENCE NORTH 27°44'08" EAST, 74.30 FEET; THENCE SOUTH 89°59'14" EAST, 70.52 FEET TO THE WEST LINE OF AN EXISTING EASEMENT FOR PUBLIC IMPROVEMENT RECORDED IN BOOK 11859, PAGE 773 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°44'16" EAST ALONG SAID WEST LINE, 20.00 FEET; THENCE NORTH 89°59'14" WEST, 58.70 FEET; THENCE SOUTH 27°44'08" WEST, 74.30 FEET; THENCE NORTH 89°59'15" WEST, 695.00 FEET; THENCE SOUTH 00°00'45" WEST, 7.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°59'15" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 17,097 SQUARE FEET (0.39 ACRES).

That said easement is granted unto the City of Bondurant, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

Bondurant Civic Campus – Phase 1

In connection herewith it is specifically agreed that by this easement, the City of Bondurant shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Bondurant shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be herein above stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

Signed this 24th day of May, 2024.

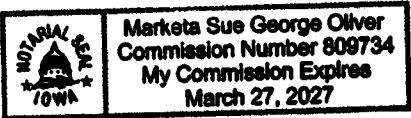
David Ross
David J. Ross

Acknowledgment

STATE OF Iowa)
COUNTY OF Polk) ss.

On the 24th day of May, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Ross, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Marketa Sue George Oliver Notary Public



DRAWN TJP CHECKED MDL APPROVED MDL DATE 03-28-2024

EASEMENT EXHIBIT

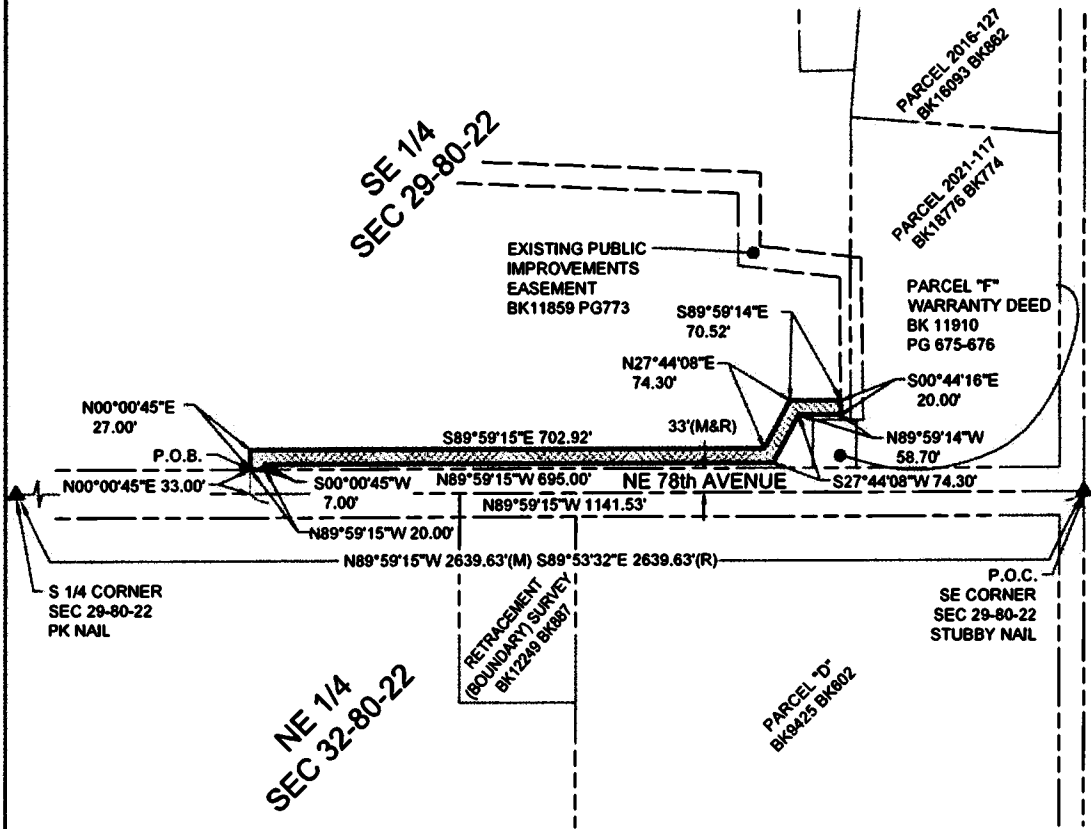
PARCEL NO.:
231/00021-000-023

PROPERTY OWNER:
DAVID J. ROSS
8564 NE SANTIAGO DRIVE
BONDURANT, IA 50035
BOOK 11842, PAGE 36

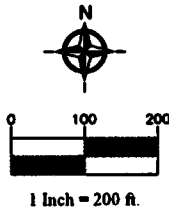
PHYSICAL ADDRESS:
NA

LEGAL DESCRIPTION:
A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°59'15" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 1141.53 FEET; THENCE NORTH 00°00'45" EAST, 33.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE 78th STREET AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°00'45" EAST, 27.00 FEET; THENCE SOUTH 89°59'15" EAST, 702.92 FEET; THENCE NORTH 27°44'08" EAST, 74.30 FEET; THENCE SOUTH 89°59'14" EAST, 70.52 FEET TO THE WEST LINE OF AN EXISTING EASEMENT FOR PUBLIC IMPROVEMENT RECORDED IN BOOK 11859, PAGE 773 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 00°44'16" EAST ALONG SAID WEST LINE, 20.00 FEET; THENCE NORTH 89°59'14" WEST, 58.70 FEET; THENCE SOUTH 27°44'08" WEST, 74.30 FEET; THENCE NORTH 89°59'15" WEST, 695.00 FEET; THENCE SOUTH 00°00'45" WEST, 7.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 89°59'15" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 17,097 SQUARE FEET (0.39 ACRES).



- LEGEND
- ▲ FOUND SECTION CORNER MONUMENT
 - FOUND PROPERTY MONUMENT
 - (M) MEASURED BEARING OR DIMENSION
 - (R) RECORDED BEARING OR DIMENSION
 - SECTION LINE
 - PROPERTY LINE
 - ▨ PERPETUAL EASEMENT AREA
17,097 SQ.FT. (0.39 ACRES)



CERTIFIED SITE IMPROVEMENTS - PLEASANT ST NE & 2nd STREET NE

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

EXHIBIT **03-P1** SHEET 1 OF 1

PA 428821-02882-SURVEY-PLANS-03882 036-03 P1 Rev1.dwg 5/17/2024 2:18 PM

Recorded: 7/24/2024 at 8:41:54.0 AM
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$35.00
Revenue Tax: \$0.00
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202400037085
BK: 19861 PG: 823

PERPETUAL SANITARY SEWER EASEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Veenstra & Kimm, Inc.
William J. Weber
3000 Westown Parkway
West Des Moines, Iowa 50266
(515) 225-8000

Return Document To: (name and complete address)

City of Bondurant, Iowa
Attn: Marketa Oliver, City Administrator
200 2nd Street NE
P.O. Box 37
Bondurant, Iowa 50035

Grantor: David J. Ross

Grantee: City of Bondurant, Iowa

PERPETUAL SANITARY SEWER EASEMENT

KNOW ALL BY THESE PRESENT:

That we, the undersigned, David J. Ross, (hereinafter referred to as "Grantor(s)"), in consideration of \$22,472.25 in hand paid by the CITY OF BONDURANT, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Bondurant, Iowa, a municipal corporation, in the County of Polk, State of Iowa, an easement under, through and across the following described real estate:

A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Perpetual Sanitary Sewer Easement (see attached Exhibit 03-P3)

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29; THENCE NORTH 00°03'13" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°03'13" WEST ALONG SAID WEST LINE, 20.00 FEET; THENCE SOUTH 89°59'15" EAST, 1498.17 FEET; THENCE SOUTH 00°00'45" WEST, 20.00 FEET; THENCE NORTH 89°59'15" WEST, 1498.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 29,963 SQUARE FEET (0.69 ACRES).

That said easement is granted unto the City of Bondurant, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

Bondurant Civic Campus – Phase 1

In connection herewith it is specifically agreed that by this easement, the City of Bondurant shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Bondurant shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be herein above stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

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

Signed this 15 day of July, 2024.

David J. Ross
David J. Ross

Acknowledgment

STATE OF Iowa)
) ss.
COUNTY OF Polk)

On the 15 day of July, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Ross, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Anthony J. [Signature] #88342 Notary Public

MDL DATE 07-08-2024
MDL APPROVED
MDL CHECKED
DRAWN TJP

EASEMENT EXHIBIT

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

PARCEL NO.:
231/00021-000-023

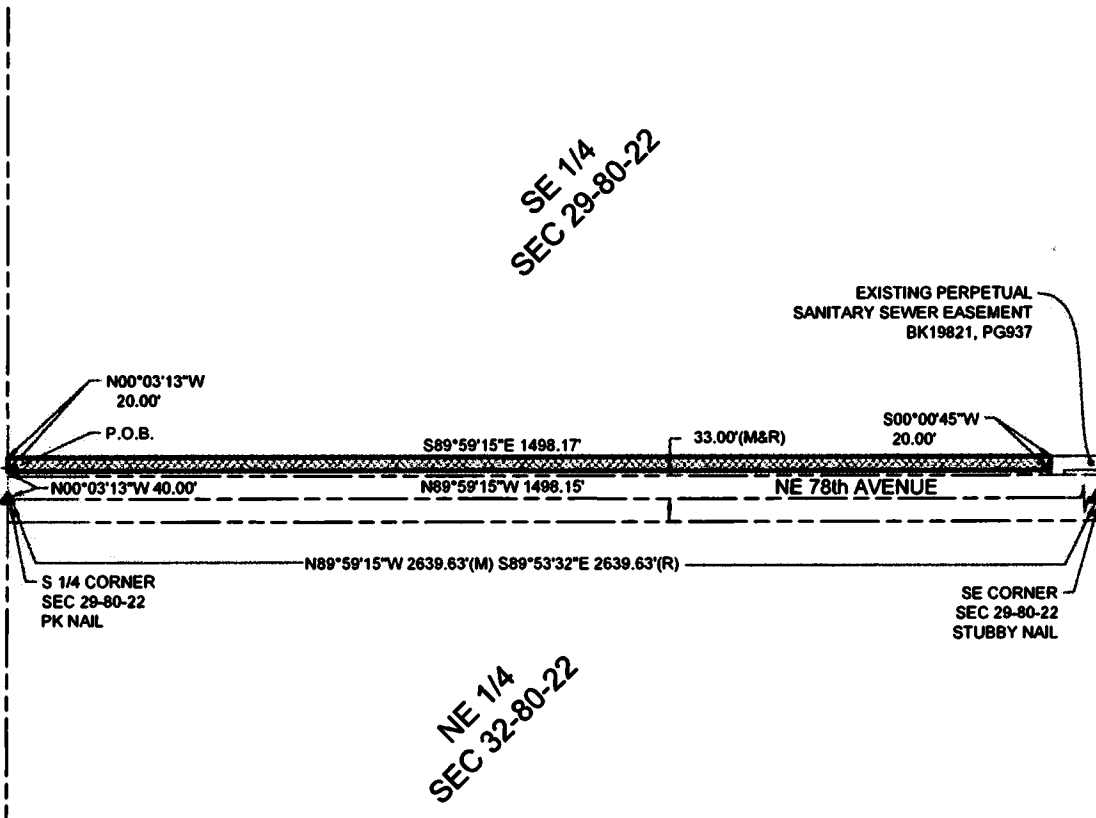
PROPERTY OWNER:
DAVID J. ROSS
8564 NE SANTIAGO DRIVE
BONDURANT, IA 50035
BOOK 11842, PAGE 36

PHYSICAL ADDRESS:
NA

LEGAL DESCRIPTION:

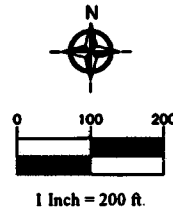
A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29; THENCE NORTH 00°03'13" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 40.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°03'13" WEST ALONG SAID WEST LINE, 20.00 FEET; THENCE SOUTH 89°59'15" EAST, 1498.17 FEET; THENCE SOUTH 00°00'45" WEST, 20.00 FEET; THENCE NORTH 89°59'15" WEST, 1498.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 29,963 SQUARE FEET (0.69 ACRES).



LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- ▨ PERPETUAL EASEMENT AREA
29,963 SQ.FT. (0.69 ACRES)



CIVIC CAMPUS IMPROVEMENTS PROJECT

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

EXHIBIT **03-P3** SHEET 1 OF 1

PA 428821-02882-SURVEY PLANS 42882 EAS-03 P3.dwg 7/10/2024 3:53 PM



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

Item No. 5.o.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving the Harvest Meadows Plat 2 Final Plat

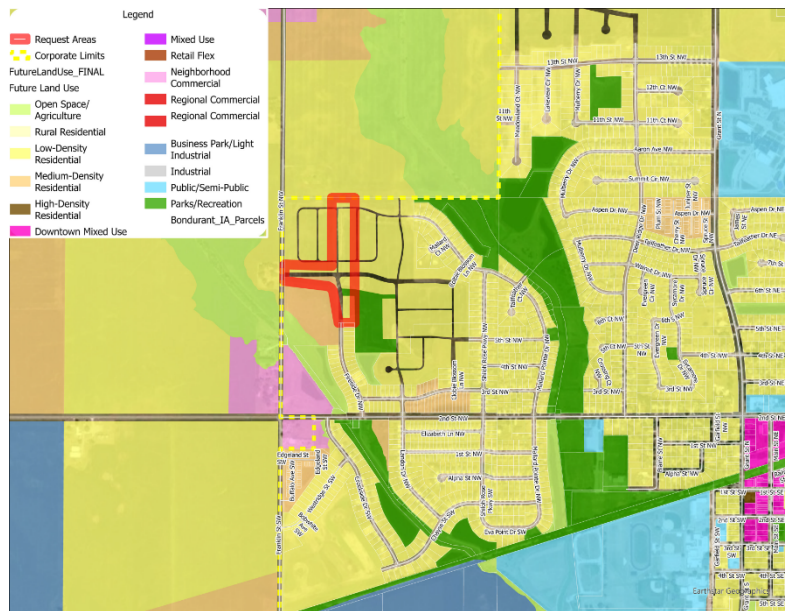
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

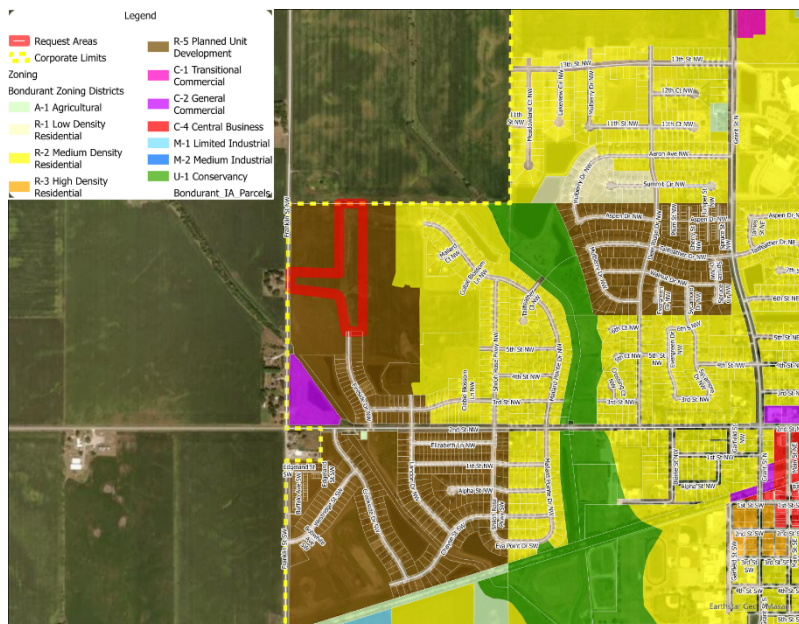
BRIEF HISTORY & ANALYSIS: For review by the City Council, a resolution recommending approval for the Harvest Meadows Plat 2 Final Plat. The final plat developer is Kimberley Development Corp. The final plat was submitted by Civil Design Advantage. The Harvest Meadows Plat 2 Final Plat development proposes 49 single-family residential lots. This final plat area is located north of Fireside Drive NW, and east of NE 64th Street NW. The final plat area is a part of the approved Harvest Meadows Preliminary Plat area. The preliminary plat was considered and approved by the City Council on August 3, 2020. The Harvest Meadows Plat 2 Final Plat development area is highlighted below.



Comprehensive Plan/Future Land Use Map - the proposed single-family residential use is consistent with the 2022 Future Land Use Map. The Harvest Meadows Plat 2 Final Plat is outlined below on the 2022 Future Land Use Map.



Zoning – The Harvest Meadows Plat 2 area is currently zoned R-5 Planned Unit Development and is subject to bulk regulations defined on the preliminary plat. The proposed final plat area has lots located in Area 'A', Area 'B' and Area 'C' of the Harvest Meadows Preliminary Plat area. Lots 1-42 are located in Area 'A', Lot 43 is located in Area 'B', and lots 44-49 are located in Area 'C'. The major difference between these three areas is the required lot width and lot area, Area B also requires a 25' front yard setback while Areas 'A' and 'C' required 20'. The lot widths and lot areas on the submitted Final Plat match the dimensions shown on the previously approved preliminary plat. The Harvest Meadows Plat 2 Final Plat area is shown below on the City's current Zoning Map.



Parkland Dedication – No parkland dedication is required for subdivision. Parkland is being dedicated in other Final Plat areas as shown on the approved preliminary plat.

Streets – the Harvest Meadows Plat 2 Final Plat area will be accessed from the south on Fireside Drive NW and from the east on 7th Street NW which intersects with NE 64th Street. The Final Plat shows three additional streets, Mallard Point Drive NW, Hearthside Avenue NW and Driftwood Avenue NW. In future final plats Mallard Point Drive NW will eventually connect with Mallard Point Drive NW to the east and intersect with NE 64th Street to the west. Hearthside Avenue NW and Driftwood Avenue NW will eventually be extended north and intersect with Mallard Point Drive NW. These street connections match what is shown on the approved preliminary plat.

Pedestrian Connections – the Harvest Meadows Plat 2 Final Plat does not show pedestrian connections. However, the Harvest Meadows Preliminary Plat shows sidewalks along every proposed street in the development.

Utilities - The final plat does not show utility lines but does show multiple utility easements in the development. Before the Final Plat is released Public Works will preform a walk through inspection to ensure all utilities are properly placed and in working condition.

FEMA Floodplain – No area of the Harvest Meadows Plat 2 Final Plat area is located within the FEMA floodplain.

Stream Buffer Ordinance – No portion of the Harvest Meadows Plat 2 Final Plat area is subject to the City's Stream Buffer Ordinance.

Comments from City Officials and Utilities - Below is a summary of comments received:

- City Engineering - no review comments received to date.
- Public Works - no review comments received to date.
- Emergency Services - Emergency services and the engineer are currently working through the issue of temporary turnaround on dead-end streets.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve the Resolution subject to the City Code items listed in the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-262
2. Harvest Meadows Plat 2 Final Plat

CITY OF BONDURANT
RESOLUTION NO. 241118-262

RESOLUTION APPROVING THE HARVEST MEADOWS PLAT 2 FINAL PLAT

WHEREAS, Civil Design Advantage submitted the Harvest Meadows Plat 2 Final Plat;
AND

WHEREAS, the owner/developer is Kimberley Development Corporation; AND

WHEREAS, this is a subdivision within Bondurant's city limits described as follows:

A PART OF PARCEL '2020-170' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18193, PAGE 980, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF HARVES MEADOWS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°09'49" WEST ALONG THE WESTERLY LINE OF SAID PARCEL '2020-170', A DISTANCE OF 265.63 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 620.00 FEET, WHOSE ARC LENGTH IS 138.14 FEET AND WHOSE CHORD BEARS NORTH 06°32'48" WEST, 137.86 FEET; THENCE NORTH 12°55'47" WEST ALONG SAID WESTERLY LINE, 27.34 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 680.00 FEET, WHOSE ARC LENGTH IS 98.41 FEET AND WHOSE CHORD BEARS NORTH 08°47'02" WEST, 98.32 FEET; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 37.32 FEET AND WHOSE CHORD BEARS NORTH 47°24'03" WEST, 33.95 FEET; THENCE SOUTH 89°50'11" WEST ALONG SAID WESTERLY LINE, 625.59 FEET; THENCE NORTH 00°34'55" EAST ALONG SAID WESTERLY LINE, 963.41 FEET TO THE NORTHWEST CORNER OF SAID PARCEL '2020-170', ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89°48'11" EAST ALONG THE NORTH LINE OF SAID PARCEL '2020-170', A DISTANCE OF 757.68 FEET; THENCE SOUTH 00°09'49" EAST, 103.26 FEET; THENCE NORTH 89°50'11" EAST, 28.22 FEET; THENCE SOUTH 00°09'49" EAST, 700.51 FEET; THENCE SOUTH 89°50'11" WEST 26.00 FEET; THENCE SOUTH 00°09'49" EAST, 100.00 FEET; THENCE NORTH 89°50'11" EAST, 39.36 FEET; THENCE SOUTH 00°09'49" EAST, 200.00 FEET; THENCE NORTH 88°24'08" WEST, 81.17 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 680.00 FEET, WHOSE ARC LENGTH IS 98.23 FEET AND WHOSE CHORD BEARS SOUTH 08°27'37" EAST, 98.14 FEET; THENCE NORTH 89°50'11" EAST, 135.00 FEET; THENCE SOUTH 02°01'48" EAST, 54.97 FEET; THENCE SOUTH 00°09'49" EAST, 260.00 FEET TO THE NORTHEAST CORNER OF SAID HARVEST MEADOWS PLAT 1; THENCE SOUTH 89°50'11" WEST ALONG THE NORTH LINE OF

SAID HARVEST MEADOWS PLAT 1, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING AND CONTIANING 19.45 ACRES (847,412 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WHEREAS, the Harvest Meadows Plat 2 Final Plat area is zoned as being within the City's Planned Unit Development (R-5) District.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Harvest Meadows Plat 2 Final Plat is hereby approved subject to the following City Code items being addressed:

1. \$150 final plat review fee be paid.
2. Public improvements must be inspected and approved by Public Works
3. As-builts must be submitted.
4. Maintenance bonds must be submitted to the City.
5. Streetlights must be installed per the approved lighting plan.
6. The following connection fee district invoices must be paid:
 1. NW Trunk Sewer Connection Fee District: 10.97 acres X \$4,100 =\$44,977.00.
 2. Franklin Street NW Water Connection Fee District: 10.97 acres X \$1,387 = \$15,215.00.
7. Final plat to be updated to show house numbers
8. Final plat to be updated to acknowledge the following Harvest Meadows PUD requirement as noted on the approved Harvest Meadows Preliminary Plat:
 1. Within Area 'A' no more than two of the same house elevation will be allowed on the same block front
 2. All units within Areas 'A' through "D" of the PUD will be required to have a minimum 2-car garage
 3. A landscape buffer of trees shall be provided on the lots that back up to 2nd Street NW and NE 64th Street at the time each lot constructs a home.
 4. Area 'A' side yard setback requirements 7' each side/14' total
9. Final Plat to be updated to show NE 64th Street as Franklin Street NW.
10. Any additional comments received by Public Works, City Fire Marshall or City Engineering.

Passed this 18th day of November 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				
Sillanpaa				
McKenzie				
Peffer				

FINAL PLAT

PREPARED BY
& RETURN TO: CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH: 515-369-4400

AREA ABOVE RESERVED FOR RECORDER

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: JENNA KIMBERLEY
2785 N. ANKENY BLVD STE. 22
ANKENY, IA 50023

CIVIL DESIGN ADVANTAGE
4121 NW URBANDALE DRIVE
URBANDALE, IA 50322

R-5 PLANNED UNIT DEVELOPMENT (PUD)
DISTRICT

FRONT YARD = 20 FEET (LOTS 1-42)
= 25 FEET (LOT 43)
= 30 FEET (LOT 44-49)
REAR YARD = 25 FEET
SIDE YARD = 5 FEET EACH SIDE / 10 FEET TOTAL
(< 2 STORIES)
= 7 FEET EACH SIDE / 14 FEET TOTAL
(2 STORIES AND >)

JULY 11, 2024

A PART OF PARCEL '2020-170' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18193, PAGE 980, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BONDRANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF HARVEST MEADOWS PLAT 1, AN OFFICIAL PLAT; THENCE NORTH 00°09'49" WEST ALONG THE WESTERLY LINE OF SAID PARCEL '2020-170', A DISTANCE OF 265.63 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 620.00 FEET, WHOSE ARC LENGTH IS 138.14 FEET AND WHOSE CHORD BEARS NORTH 06°32'48" WEST, 137.86 FEET; THENCE NORTH 12°55'47" WEST ALONG SAID WESTERLY LINE, 27.30 FEET; THENCE NORTHERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 680.00 FEET, WHOSE ARC LENGTH IS 98.41 FEET AND WHOSE CHORD BEARS NORTH 08°47'02" WEST, 98.32 FEET; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE AND A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 37.32 FEET AND WHOSE CHORD BEARS NORTH 47°24'03" WEST, 33.95 FEET; THENCE SOUTH 89°50'11" WEST ALONG SAID WESTERLY LINE, 625.59 FEET; THENCE NORTH 00°34'55" EAST ALONG SAID WESTERLY LINE, 963.41 FEET TO THE NORTHWEST CORNER OF SAID PARCEL '2020-170', ALSO BEING THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 89°48'11" EAST ALONG THE NORTH LINE OF SAID PARCEL '2020-170', A DISTANCE OF 757.68 FEET; THENCE SOUTH 00°09'49" EAST, 103.26 FEET; THENCE NORTH 89°50'11" EAST, 28.22 FEET; THENCE SOUTH 00°09'49" EAST, 700.51 FEET; THENCE SOUTH 89°50'11" WEST, 28.00 FEET; THENCE SOUTH 00°09'49" EAST, 100.00 FEET; THENCE NORTH 89°50'11" EAST, 39.36 FEET; THENCE SOUTH 00°09'49" EAST, 200.00 FEET; THENCE NORTH 88°24'08" WEST, 81.17 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 680.00 FEET, WHOSE ARC LENGTH IS 98.23 FEET AND WHOSE CHORD BEARS SOUTH 08°27'37" EAST, 98.14 FEET; THENCE NORTH 89°50'11" EAST, 135.00 FEET; THENCE SOUTH 02°01'48" EAST, 54.97 FEET; THENCE SOUTH 00°09'49" EAST, 260.00 FEET TO THE NORTHEAST CORNER OF SAID HARVEST MEADOWS PLAT 1; THENCE SOUTH 89°50'11" WEST ALONG THE NORTH LINE OF SAID HARVEST MEADOWS PLAT 1, A DISTANCE OF 195.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 19.45 ACRES (847,412 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

Map of the project area in Portland, Oregon. The map shows a grid of streets including NE 64th Street, NE 72nd Street, NE 70th Avenue, and 2nd Street NW. A shaded rectangular area on NE 64th Street is labeled 'PROJECT'. A north arrow is located in the bottom right corner.

BONDURANT, IOWA

SECTION CORNER AS NOTED
1/2" REBAR, YELLOW PLASTIC CAP #15980
(UNLESS OTHERWISE NOTED)
1/2" REBAR, YELLOW PLASTIC CAP #28686
(UNLESS OTHERWISE NOTED)
MEASURED BEARING & DISTANCE
RECORDED BEARING & DISTANCE
DEEDED BEARING & DISTANCE
PUBLIC UTILITY EASEMENT
CURVE ARC LENGTH
LOT ADDRESS
CENTERLINE
SECTION LINE
EASEMENT LINE
BUILDING SETBACK LINE
PLAT BOUNDARY

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	12°45'58"	650.00'	144.83'	N06°32'48"W	144.53'
C2	12°45'58"	650.00'	144.83'	N06°32'48"W	144.53'
C3	90°00'00"	75.00'	117.81'	S45°09'49"E	106.07'
C4	90°00'00"	25.00'	39.27'	S45°09'49"E	35.36'
C5	90°00'00"	25.00'	39.27'	N44°50'11"E	35.36'
C6	90°00'00"	25.00'	39.27'	N45°09'49"W	35.36'
C7	90°00'00"	25.00'	39.27'	S44°50'11"W	35.36'
C8	64°09'29"	25.00'	27.99'	N31°54'55"E	26.55'
C9	90°00'00"	25.00'	39.27'	N45°09'49"W	35.36'
C10	90°00'00"	25.00'	39.27'	S44°50'11"W	35.36'
C11	56°26'34"	45.00'	44.33'	S28°23'06"E	42.56'
C12	90°00'00"	45.00'	70.69'	N45°09'49"W	63.64'
C13	5°20'02"	105.00'	9.77'	S02°49'50"E	9.77'
C14	22°36'23"	105.00'	41.43'	S16°48'03"E	41.16'
C15	22°36'23"	105.00'	41.43'	S39°24'25"E	41.16'
C16	22°36'23"	105.00'	41.43'	S62°00'48"E	41.16'
C17	16°50'50"	105.00'	30.87'	S81°44'24"E	30.76'
C18	90°00'00"	25.00'	39.27'	S45°09'49"E	35.36'
C19	90°00'00"	25.00'	39.27'	N44°50'11"E	35.36'
C20	19°44'33"	25.00'	8.61'	S10°02'06"E	8.57'
C21	90°00'00"	25.00'	39.27'	N45°09'49"W	35.36'
C22	18°27'18"	25.00'	8.05'	N09°03'50"E	8.02'
C23	90°00'00"	25.00'	39.27'	S44°50'11"W	35.36'
C24	95°18'14"	25.00'	41.58'	N42°11'04"E	36.95'
C25	7°27'44"	620.00'	80.75'	N09°11'55"W	80.69'
C26	0°19'53"	680.00'	3.93'	N12°45'51"W	3.93'
C27	4°09'30"	680.00'	49.35'	N02°14'34"W	49.34'
C28	90°44'44"	25.00'	39.60'	N44°47'27"W	35.58'
C29	69°57'00"	198.00'	241.73'	N35°08'19"W	226.99'



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

JONATHAN A. ERDAHL, P.L.S. DATE

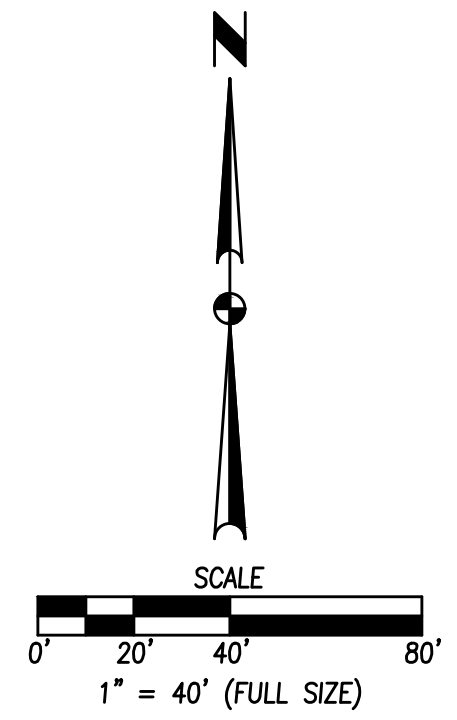
LICENSE NUMBER 28686

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

SHEETS 1 THROUGH 3

		HARVEST MEADOWS PLAT 2		CIVIL DESIGN ADVANTAGE	4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	REVISIONS	DATE
		FINAL PLAT					
2206.433		BONDURANT, IOWA					
			ENGINEER:	TECH:	REVIEW:		
						PREPARED	11/04/24



FILE: H:\2022\2206433\DWG\2206433-FINAL PLAT.DWG
 FILE DATE: 11/5/24 DATE PLOTTED: 11/5/2024 11:46 AM
 PLOTTED BY: JON EROUNI TECH COMMENT: ENC.



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

Item No. 5.p.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving pay request no. 2 for the Bondurant Emergency Services Facility Project in the amount of \$592,178.75

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 \$592,178.75 for work from October 1, 2024, through October 31, 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. 241118-263
2. Pay Request No. 2

CITY OF BONDURANT
RESOLUTION NO. 241118-263

RESOLUTION APPROVING PAY REQUEST NO. 2 TO RYAN COMPANIES FOR THE
BONDURANT EMERGENCY SERVICES FACILITY IN THE AMOUNT OF 592.178.75

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. 02, dated September 30, 2024, for work completed from October 1, 2024, to October 31, 2024; AND

WHEREAS the total amount due for Payment Application detailed above reflects the value of work completed to date minus retainage, as certified by the project architect, OPN Architects; AND

WHEREAS the City Council has reviewed the Payment Application 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 the Payment Application in the above-referenced amount is hereby approved, and the City Clerk is authorized to process payment to Ryan Companies US, Inc. for said amount.

Passed this 18th day of November 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	X			
Driscoll	X			
McKenzie	X			
Peffer	X			
Sillanpaa	X			

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: 2

APPLICATION DATE: 10/31/2024
PERIOD FROM: 10/1/2024
PERIOD TO: 10/31/2024

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		\$ 1,594,254.78
RETAINAGE 5.0%		\$ 79,712.74
TOTAL EARNED LESS RETAINAGE		\$ 1,514,542.04
LESS PREVIOUS CERTIFICATES FOR PAYMENT		\$ 922,363.29
CURRENT PAYMENT DUE		\$ 592,178.75
AMOUNT DUE FROM PREVIOUS APPLICATION #		
TOTAL AMOUNT DUE		\$ 592,178.75

CONTRACTOR

DocuSigned by:
Matt Van Loan
FF5D596BBD0C4E2...

US, INC.

By: DATE: 11/5/2024

ARCHITECT

DocuSigned by:
Aaron Twardt
F0A90BA46F0343B...

By: DATE: 11/6/2024

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: 2

APPLICATION DATE: 10/31/2024

PERIOD FROM: 10/1/2024

TO: 10/31/2024

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	\$ 83,580.84	\$ -	\$ 219,244.21	13%	\$ 1,489,746.79
3	03 - Building Concrete	\$ 678,720.00	\$0.00	\$ 678,720.00	\$ -	\$ 224,000.00	\$ -	\$ 224,000.00	33%	\$ 454,720.00
4	03 - Precast Materials	\$ 722,439.00	\$0.00	\$ 722,439.00	\$ 13,000.00	\$ 165,109.00	\$ -	\$ 178,109.00	25%	\$ 544,330.00
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	\$ -	\$ 15,886.00	\$ -	\$ 15,886.00	2%	\$ 1,003,359.00
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	\$ -	\$ 1,100.00	\$ -	\$ 1,100.00	0%	\$ 481,100.00
11	08 - Glass/Glazing/Translucent Wall Assemblies	\$ 812,667.00	\$0.00	\$ 812,667.00	\$ -	\$ 7,973.16	\$ -	\$ 7,973.16	1%	\$ 804,693.84
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	\$ -	\$ 10,000.00	10%	\$ 89,669.00
18	22 - Plumbing	\$ 976,400.00	\$0.00	\$ 976,400.00	\$ -	\$ 13,000.00	\$ -	\$ 13,000.00	1%	\$ 963,400.00
19	23 - HVAC	\$ 1,216,722.00	\$0.00	\$ 1,216,722.00	\$ -	\$ 11,300.00	\$ -	\$ 11,300.00	1%	\$ 1,205,422.00
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	\$ 65,543.00	\$ -	\$ 360,727.00	55%	\$ 292,554.00
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	\$ 14,689.19	\$ -	\$ 18,318.02	10%	\$ 168,001.98
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	\$ 2,448.20	\$ -	\$ 3,052.99	10%	\$ 28,001.01
31	66 - Fee (2.25%)	\$ 354,241.00	\$0.00	\$ 354,241.00	\$ 21,364.74	\$ 13,716.66	\$ -	\$ 35,081.40	10%	\$ 319,159.60
	Total	\$ 16,417,582.00	\$0.00	\$ 16,417,582.00	\$ 970,908.73	\$ 623,346.05	\$ -	\$ 1,594,254.78	10%	\$ 14,823,327.22



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

Item No. 5.q.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant's pre-application to the Iowa Department of Agriculture and Land Stewardship's Water Quality Initiative, Urban Conservation, Grant Program for funding to assist with making stormwater enhancements at the Parks & Recreation Events Center Facility Renovation Project Site

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution endorses the City of Bondurant's pre-application to the Iowa Department of Agriculture and Land Stewardship's Water Quality Initiative, Urban Conservation Projects, Grant Program for funding to assist with stormwater enhancements at the Parks & Recreation Events Center Facility Renovation Project Site. Pre-applications are due November 22, 2024. If the City of Bondurant is invited to make a full application, the full application will be due February 14, 2025. This grant program looks to fund urban conservation practices that provide nutrient load reductions to water resources in combination with outreach and educational components demonstrating how projects will work to support the nonpoint sources.

Bolton & Menk is the engineering sub-consultant on the FEH Design team and is assisting the City to make an application under this grant program. Under this grant program, the City may request up to 50% of stormwater-related costs where a project would need to be constructed between June 2025 and December 2026. Bolton & Menk envisions that the potential stormwater enhancements at this site could include some expanded bioretention areas as well as the potential for some permeable pavers. Implementing stormwater best management practices at this site is consistent with the following policy included in the Building Bondurant Comprehensive Plan: Continue to encourage the use of green infrastructure on public and private property throughout Bondurant.

FUNDING SOURCE: N/A to submit application

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-264

CITY OF BONDURANT
RESOLUTION NO. 241118-264

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S PRE-
APPLICATION TO THE IOWA DEPARTMENT OF AGRICULTURE AND LAND
STEWARDSHIP'S WATER QUALITY INITIATIVE, URBAN CONSERVATION, GRANT
PROGRAM FOR FUNDING TO ASSIST WITH MAKING STORMWATER
ENHANCEMENTS AT THE PARKS & RECREATION EVENTS CENTER FACILITY
RENOVATION PROJECT SITE

WHEREAS the City of Bondurant is committed to enhancing water quality through responsible stormwater management practices in alignment with the Building Bondurant Comprehensive Plan, which encourages green infrastructure on public and private property throughout the city; AND

WHEREAS the City of Bondurant's Parks & Recreation Events Center Facility Renovation Project Site presents an opportunity to implement such stormwater best management practices; AND

WHEREAS the Parks & Recreation Events Center Facility Renovation Project may serve as potential future stormwater best management practice inspiration for implementation efforts immediately east in the 24-acre Grain District Downtown Redevelopment Plan; AND

WHEREAS the Iowa Department of Agriculture and Land Stewardship's (IDALS) Water Quality Initiative Urban Conservation Projects Grant Program provides funding for urban conservation practices that contribute to nutrient load reductions to water resources and include outreach and educational elements to demonstrate the benefits of such projects; AND

WHEREAS the City of Bondurant intends to submit a pre-application to the IDALS Water Quality Initiative Grant Program by the pre-application deadline of November 22, 2024, and, if invited, a full application by February 14, 2025, to secure funding for the Parks & Recreation Events Center Facility Renovation Project Site stormwater enhancements; AND

WHEREAS under this grant program, the City may request up to 50% of the stormwater-related project costs; AND

WHEREAS the City is appreciative of the opportunity to apply for funds through this IDALS grant program; AND

WHEREAS the City acknowledges that if awarded, the City will be responsible for obtaining the matching funds necessary to complete the project within the required timeframe.

NOW, THEREFORE, BE IT RESOLVED that the Bondurant City Council endorses the City's pre-application to the Iowa Department of Agriculture and Land Stewardship's Water Quality Initiative, Urban Conservation, Grant Program for funding to assist with making stormwater enhancements at the Parks & Recreation Events Center Facility Renovation Project Site.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 18th day of November 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	X			
Driscoll	X			
McKenzie	X			
Peffer	X			
Sillanpaa	X			



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

Item No. 5.r.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution approving pay request no. 15 to KLC Construction LLC (partial retainage release) for the 15th Street and NE 88th Street/32nd Street, SE and Jorie Way Water Main Project in the amount of \$50,000

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The attached resolution approves the Partial Payment Estimate No. 15 for the 15th Street SE and NE 88th Street Water Main and 32nd Street SE and Jorie Way Water Main project under the contract between the City of Bondurant and KLC Construction, LLC. The Payment Estimate No. 15 is for a partial release of retainage.

KLC Construction, LLC. has completed the construction work on the project. Under the Code of Iowa KLC Construction, LLC. can request an early release of retainage. KLC Construction, LLC. has submitted the necessary documentation and the City is obligated to provide the appropriate release of retainage.

On this project there is an outstanding property owner claim. The value of that claim has not been quantified. Partial Payment Estimate No. 15 provides a payment in the amount of \$50,000. The City will still be holding the balance of the retainage of \$47,913.91. The retainage continuing to be held by the City appears to be more than adequate to cover the potential claim by the property owner.

This pay application reflects work that has been completed from June 22, 2024 to November 12, 2024. This has been reviewed by Public Works and Engineers from Veenstra & Kim.

FUNDING SOURCE: SRF Funds supported by Water utility rates

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-265

2. KLC Partial Payment Estimate No. 15 Partial Retainage Release

CITY OF BONDURANT
RESOLUTION NO. 241118-265

RESOLUTION APPROVING PAY REQUEST NO. 15 TO KLC CONSTRUCTION LLC.
FOR PARTIAL RETAINAGE RELEASE THE 15th STREET and NE 88th STREET/32nd
ST SE and JORIE WAY WATER MAIN PROJECT IN THE AMOUNT OF \$50,000.00

WHEREAS the 15th Street and NE 88th Street/32nd Street, SE and Jorie Way Water Main
Project Pay Request No. 15 was submitted on November 13, 2024; AND

WHEREAS the pay application is for work completed from June 22nd, 2024 thru November
12, 2024, on the 15th Street and NE 88th Street/32nd Street, SE and Jorie Way Water Main
Project; AND

WHEREAS the pay application reflects a partial release of retainage; AND

WHEREAS there is an outstanding property owner claim on this project, the value of
which has not been quantified. Partial Payment Estimate No. 15 provides a payment in
the amount of \$50,000. The City will still be holding the balance of the retainage of
\$47,913.91. The retainage continuing to be held by the City appears to be more than
adequate to cover the potential claim by the property owner; AND

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that the pay request no. 15 to KLC Construction LLC. in the amount of \$50,000.00
hereby approved.

Passed this 18th day of November 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.

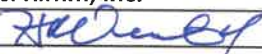
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox	X			
Driscoll	X			
McKenzie	X			
Peffer	X			
Sillanpaa	X			

[illegible]

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$1,995,059.00	\$ 1,958,278.24
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 1,995,059.00	\$ 1,958,278.24
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 1,958,278.24
Less Retained Percentage (5%)			\$ 47,913.91
Net Amount Due This Estimate			\$ 1,910,364.33
Less Estimate(s) Previously Approved	No.1	\$ 237,508.32	
	No.2	\$ 52,527.10	
	No.3	\$ 57,887.93	
	No.4	\$ 129,750.79	
	No.5	\$ 272,325.07	
	No.6	\$ 211,010.20	
	No. 7	\$ 229,185.60	
	No. 8	\$ 220,265.70	
	No. 9	\$ 191,301.50	
	No. 10	\$ 172,373.36	
	No. 11R2	\$ 15,890.05	
	No. 12R1	\$ 19,086.21	
	No. 13	\$ 15,722.50	
	No. 14	\$ 35,530.00	
Less Total Pay Estimates Previously Approved			\$ 1,860,364.33
		Amount Due This Estimate	\$ 50,000.00

The amount \$ 50,000.00 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
KLC Construction, LLC	Veenstra & Kimm, Inc.	City of Bondurant
Signature:	Signature: 	Signature:
Name:	Name: H. R. Veenstra Jr.	Name:
Title:	Title: Project Manager	Title:
Date:	Date: <u>January 13, 2024</u>	Date:



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

Item No. 5.s.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution reappointing Joshua Bryant to the Library Board of Trustees

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-266

CITY OF BONDURANT
RESOLUTION NO. 241118-266

RESOLUTION REAPPOINTING JOSHUA BRYANT TO THE LIBRARY BOARD OF
TRUSTEES

WHEREAS the Board of Trustees consists of six (6) resident members and one (1) nonresident member; AND

WHEREAS all resident members are to be appointed by the mayor with the approval of the Council; AND

WHEREAS the current Board of Trustees recommends the City Council to appoint Joshua Bryant to the Bondurant Community Library's Board of Trustees,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the reappointment to the Library Board of Trustees is hereby approved as presented.

Passed this 18th day of November 2024,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox	X			
Driscoll	X			
McKenzie	X			
Peffer	X			
Sillanpaa	X			



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

Item No. 7.a.
For Meeting of 11/18/2024
Resolution

TITLE: Public hearing regarding authorizing the City of Bondurant's application for financial assistance with the United States Department of Agriculture, Rural Development, to finance the following project: Water Tower, Associated Water Tower Mains, and Acquisition of the Water Treatment Facility/Wells Site(s)

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant is required to provide notice to the citizenry of the City's intent to apply for Federal funds through a published Notice of Intent. In addition, the City of Bondurant is required to publish a notice and hold a public hearing meeting to allow the citizenry an opportunity to become acquainted with the proposed project. The notice must be published in a newspaper of general circulation in the service area at least 10 days prior to the date of the meeting.

The project in which this public hearing is in reference to is: the City's intent to apply for federal funds with the United States Department of Agriculture, Rural Development Office, to finance the following project: Water Tower, Associated Water Tower Mains, and the Acquisition of the Water Treatment Facility/Wells Site(s).

The City's application notes: The City of Bondurant is seeking funding under the Department of Agriculture's Rural Development – Rural Utilities Service – Rural Water and Waste Disposal Grants funding category to assist with construction of the following municipal water elements: construction of a new water tower and construction of the associated water mains out to the new water tower site. The City of Bondurant is also seeking funding under this category for land acquisition associated with the water treatment facility and wells site(s). Bondurant, Iowa has a current population of 7,365 people per the 2020 US Census. Between 2010 and 2020, the community saw a 91% increase in population, which was the second-highest percent increase in Iowa during this time. Bondurant anticipates continued commercial and industrial growth in the upcoming decades, building off the momentum of recent successful development projects. For example, since 2019 Amazon has constructed 2,916,458 SF of building space spanning two project sites in Bondurant and employs more than 3,000 people. The City of Bondurant recently annexed a 970-acre area along Interstate 80 guided for future industrial growth. This recent annexation area includes the proposed water tower

site. In February 2023, the City of Bondurant produced 2,923 utility bills for account customers. 2,819 of these were for residential accounts, while 104 of these were for non-residential accounts.

The water tower will address current and future short-term capacity needs of the community by providing the storage space necessary within an elevated 1,000,000-gallon storage tank. The site of the water tower along NE 88th Street just north of Interstate 80 was selected due to its high elevation when compared to other portions of the community. Approximately 4 miles of water mains that will loop out to and from the water tower site are also proposed as part of the construction portion of the water tower project. These water mains are not only necessary due to the water tower project, but they will also provide the opportunity for private development land along the water main routes. The City of Bondurant currently purchases wholesale water from Des Moines Water Works. The City has a purchased capacity amount of 1.2 million gallons per day. Because of the growth of the area, both residential and industrial, the City is reaching its maximum purchased capacity. Storage capabilities will help balance demand on the system and provide better water pressure. Additionally, balancing demand on the system is critical as the pumping station that is the main source of water into Bondurant from Des Moines Water Works is at its capacity and in need of costly upgrades. The City of Bondurant has been in discussions related to a regional water utility or regional water governance. The City of Bondurant has simultaneously been exploring the possibility of producing and treating water independently again. The City has conducted wellfield exploration and created financial models. Currently, it is critical to have final information on the rate impact and a regional entity's production and distribution capability before making a final determination as to whether or not to join the regional effort or reestablish Bondurant Municipal Water. If it is determined that Bondurant Municipal Water will be reestablished, there will be significant acquisition and construction costs associated with the water treatment facility and well site(s).

The project addresses both short-term and long-term water storage capacity needs of the City of Bondurant. Bondurant saw a 91% increase in population between 2010 and 2020. With this growth comes challenges, as the community has abundant water needs related to this change. Historically, Bondurant's tax base has been largely a residential base. The mix between commercial/industrial valuation and residential valuation is critical to the long-term sustainability of a community. Bondurant has taken significant steps towards balancing our tax base through economic development and attraction of commercial and industrial business. More than 3,000 jobs have been created in Bondurant since 2017. Strategic investment in infrastructure led to attracting these businesses. Bondurant is on the right track. However, we cannot achieve this level of sustainability without the further significant investment in infrastructure. The City's tax base has not yet evolved to the point of addressing immediate needs without assistance.

FUNDING SOURCE: Water Capital Project Fund Revenue

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241104-233

CITY OF BONDURANT
RESOLUTION NO. 241104-233

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING REGARDING
AUTHORIZING THE CITY OF BONDURANT'S APPLICATION FOR FINANCIAL
ASSISTANCE WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE,
RURAL DEVELOPMENT, TO FINANCE THE FOLLOWING PROJECT: WATER
TOWER, ASSOCIATED WATER TOWER MAINS, AND ACQUISITION OF THE
WATER TREATMENT FACILITY/WELLS SITE(S)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That the City Council of the City of Bondurant, Iowa hereby proposes to consider the following:

THE CITY'S INTENT TO APPLY FOR FEDERAL FUNDS WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT OFFICE, TO FINANCE THE FOLLOWING PROJECT: WATER TOWER, ASSOCIATED WATER TOWER MAINS, AND THE ACQUISITION OF THE WATER TREATMENT FACILITY/WELLS SITE(S). THE PURPOSE OF THE PUBLIC HEARING WILL BE TO DISCUSS THE PROPOSED PROJECT AND TO PROVIDE AN OPPORTUNITY FOR PUBLIC COMMENT. ALL INTERESTED PARTIES ARE ENCOURAGED TO ATTEND.

A public hearing will be held on November 18, 2024, at 6:00 p.m. at the Bondurant Public Library at 104 2nd Street NE, Bondurant, Polk County, Iowa, at which the Council will provide the opportunity for public comment.

The Clerk is hereby directed to publish Notice of said Hearing, as by law required.

Passed this 4th day of November 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				
Sillanpaa				
McKenzie				
Peffer				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will meet at 6:00 p.m. on November 18, 2024 at the Bondurant Community Library at 104 2nd Street NE, Bondurant, Polk County, Iowa, regarding the City's intent to apply for federal funds with the United States Department of Agriculture, Rural Development Office, to finance the following project: Water Tower, Associated Water Tower Mains, and the Acquisition of the Water Treatment Facility/Wells Site(s). The purpose of the public hearing will be to discuss the proposed project and to provide opportunity for public comment. All interested parties are encouraged to attend.



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

Item No. 8.a.
For Meeting of 11/18/2024
Resolution

TITLE: - Resolution authorizing the City of Bondurant's application to the United States Department of Agriculture, Rural Development, to finance the following project: Water Tower, Associated Water Tower Mains, and Acquisition of the Water Treatment Facility/Well(s) Sites

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant is required to provide notice to the citizenry of the City's intent to apply for Federal funds through a published Notice of Intent. In addition, the City of Bondurant is required to publish a notice and hold a public hearing meeting to allow the citizenry an opportunity to become acquainted with the proposed project. The notice must be published in a newspaper of general circulation in the service area at least 10 days prior to the date of the meeting.

The project in which this public hearing is in reference to is: the City's intent to apply for federal funds with the United States Department of Agriculture, Rural Development Office, to finance the following project: Water Tower, Associated Water Tower Mains, and the Acquisition of the Water Treatment Facility/Wells Site(s).

The City's application notes: The City of Bondurant is seeking funding under the Department of Agriculture's Rural Development – Rural Utilities Service – Rural Water and Waste Disposal Grants funding category to assist with construction of the following municipal water elements: construction of a new water tower and construction of the associated water mains out to the new water tower site. The City of Bondurant is also seeking funding under this category for land acquisition associated with the water treatment facility and wells site(s). Bondurant, Iowa has a current population of 7,365 people per the 2020 US Census. Between 2010 and 2020, the community saw a 91% increase in population, which was the second-highest percent increase in Iowa during this time. Bondurant anticipates continued commercial and industrial growth in the upcoming decades, building off the momentum of recent successful development projects. For example, since 2019 Amazon has constructed 2,916,458 SF of building space spanning two project sites in Bondurant and employs more than 3,000 people. The City of Bondurant recently annexed a 970-acre area along Interstate 80 guided for future industrial growth. This recent annexation area includes the proposed water tower

site. In February 2023, the City of Bondurant produced 2,923 utility bills for account customers. 2,819 of these were for residential accounts, while 104 of these were for non-residential accounts.

The water tower will address current and future short-term capacity needs of the community by providing the storage space necessary within an elevated 1,000,000-gallon storage tank. The site of the water tower along NE 88th Street just north of Interstate 80 was selected due to its high elevation when compared to other portions of the community. Approximately 4 miles of water mains that will loop out to and from the water tower site are also proposed as part of the construction portion of the water tower project. These water mains are not only necessary due to the water tower project, but they will also provide the opportunity for private development land along the water main routes. The City of Bondurant currently purchases wholesale water from Des Moines Water Works. The City has a purchased capacity amount of 1.2 million gallons per day. Because of the growth of the area, both residential and industrial, the City is reaching its maximum purchased capacity. Storage capabilities will help balance demand on the system and provide better water pressure. Additionally, balancing demand on the system is critical as the pumping station that is the main source of water into Bondurant from Des Moines Water Works is at its capacity and in need of costly upgrades. The City of Bondurant has been in discussions related to a regional water utility or regional water governance. The City of Bondurant has simultaneously been exploring the possibility of producing and treating water independently again. The City has conducted wellfield exploration and created financial models. Currently, it is critical to have final information on the rate impact and a regional entity's production and distribution capability before making a final determination as to whether or not to join the regional effort or reestablish Bondurant Municipal Water. If it is determined that Bondurant Municipal Water will be reestablished, there will be significant acquisition and construction costs associated with the water treatment facility and well site(s).

The project addresses both short-term and long-term water storage capacity needs of the City of Bondurant. Bondurant saw a 91% increase in population between 2010 and 2020. With this growth comes challenges, as the community has abundant water needs related to this change. Historically, Bondurant's tax base has been largely a residential base. The mix between commercial/industrial valuation and residential valuation is critical to the long-term sustainability of a community. Bondurant has taken significant steps towards balancing our tax base through economic development and attraction of commercial and industrial business. More than 3,000 jobs have been created in Bondurant since 2017. Strategic investment in infrastructure led to attracting these businesses. Bondurant is on the right track. However, we cannot achieve this level of sustainability without the further significant investment in infrastructure. The City's tax base has not yet evolved to the point of addressing immediate needs without assistance.

FUNDING SOURCE: Grant/Water Utility Rates/SRF loan

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 241118-267

CITY OF BONDURANT
RESOLUTION NO. 241118-267

RESOLUTION AUTHORIZING THE CITY OF BONDURANT'S APPLICATION FOR
FINANCIAL ASSISTANCE WITH THE UNITED STATES DEPARTMENT OF
AGRICULTURE, RURAL DEVELOPMENT, TO FINANCE THE FOLLOWING
PROJECT: WATER TOWER, ASSOCIATED WATER TOWER MAINS, AND
ACQUISITION OF THE WATER TREATMENT FACILITY/WELLS SITE(S)

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That this is a resolution of the City of Bondurant agreeing to apply for financial assistance with the United States Department of Agriculture, Rural Development to finance the following project: Water Tower, Associated Water Tower Mains, and Acquisition of the Water Treatment Facility/Wells Site(s).

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

The City of Bondurant authorizes the Mayor, City Clerk, and City Administrator to sign all documents relating to the USDA Rural Development loan and/or grant.

Passed this 18th day of November 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	X			
Driscoll	X			
McKenzie	X			
Peffer	X			
Sillanpaa	X			



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

Item No. 8.b.
For Meeting of 11/18/2024
Resolution

TITLE: - Discussion and possible action on 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 (currently tabled)

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.

Below are questions that arose at recent Council meetings on this topic.

Questions from the October 21, 2024 meeting:

Bondurant's allocation within DMWW's allocation or is it set separately during the transition to CIWW?

1. The 1.2MGD that Bondurant is allocated to purchase is included in the total allocation DMWW has with the regional CIWW. When the Master Services Agreement expires on March 31st, 2045, or if Bondurant chooses to withdraw earlier that allocation will go back to CIWW and will not stay a part of Des Moines total allocation of what it can draw.
2. Was DMWW given a benefit or an assigned value to the Bondurant allocation as an asset during the transition to CIWW? (See answers in next section.)

3. Who would own and insure the 12-inch water main and pumping station that feed Bondurant?
 - a. The 12-inch main and pumping station that feeds Bondurant today is owned and operated by DMWW. The proposed 28E reflects that same ongoing ownership that currently exists.
4. What is the location of the proposed project?
 - a. The new 12-inch main project is approximately 1,200 feet of the proposed 18,400 feet of water main. The 1,200 feet is within the Corporate Limits of Bondurant. The rest of this project is within the Altoona Corporate Limits including the proposed new pump station directly West of the current pump station in the SE corner of the Meta Campus just North of Interstate 80. There is one small portion that is in far NE Des Moines as well.
5. What does it look like – or how does it change the economic investment/impact if Bondurant were to retain sole ownership of the proposed D1 12-inch line from the pump station to our southern connection point?
6. What does the investment for on-going maintenance look like if Bondurant retains ownership of D1?
 - a. Operationally, it would be approximately \$15-20K annually for water for flushing. There would be additional investment of staff time. This is challenging because someone will need to go out physically each week to flush the line.

Questions from the November 4, 2024, Council meeting:

The Public Works Director and City Administrator had a meeting with DMWW leadership and below are the answers to the questions.

1. If Bondurant cancels prior to 2045, would DMWW receive a refund of what they paid for the Bondurant allocation from CIWW?
 - a. The 28E defines how the return of capacity goes back to the region. DMWW would be made whole for the cost to recover what DMWW purchased - it is just to make DMWW whole.
2. Bondurant previously purchased capacity and DMWW created a capital asset when Bondurant purchased that capacity.
 - a. If Bondurant had joined CIWW, DMWW would have benefited because they would have received more money up front and not had to buy the capacity to serve Bondurant. Bondurant would have had a buy in to CIWW, even with Bondurant's original purchased capacity. Because Bondurant did not join, DMWW had to purchase that capacity to fulfill their commitment to serve Bondurant. They amortize that investment with their cost of service to Bondurant over the life of the agreement. If Bondurant leaves the contract early, DMWW does not recoup their investment through rates, but would receive a refund if they released capacity back to CIWW.
 - b. Bondurant originally purchased the capacity and previously may have had the opportunity to monetize the purchased capacity; however, today the

market has changed for that purchased capacity. Most of the buyer pool has joined CIWW and so there is no market.

- c. It would be Bondurant's choice to end the agreement early. In 2045, the capacity is fully amortized and has no value.
3. Ownership issue - Future tolling possibility?
4. From the point of our meter point to the north, they have sized to maximize the size of their pumps and have doubled the size to accommodate future growth. Bondurant is actually offsetting a bit of that growth. Ankeny and others would be growing. They don't anticipate needing any of it for that.
5. Monetary value of unused capacity? What is the possibility for the future use of the main that may be unforeseen at this time?
 - a. As a wholesale customer of DMWW, Bondurant continues to receive value for the unamortized value of our purchased capacity. Bondurant is still receiving credit through purchased capacity rates. Bondurant receives the value of that credit until the end of the contract. If Bondurant terminates the contract early, that value is lost.
6. What does it look like for us to retain ownership of the pipe?
 - a. DMWW owns it now up to meter pit. The plan was to allow redundant feeds to enable temporary feed at a lower capacity. Bondurant would have full capacity of pipeline until 2045. DMWW would be responsible for all operating costs until the contract expires. If Bondurant retained ownership, it could create some wheeling and permitting issues. It is unknown how the DNR would view moving the source point.
 - b. If Bondurant retained ownership of the pipe, Bondurant would be responsible for locating it, fixing it if it broke or someone hit it during construction, etc. Bondurant would also need to figure out how to maintain viability of the pipe when we are not moving water through it continuously.
7. Do we want to retain ownership for the entire project or just the distribution main?
 - a. DMWW will not allow Bondurant to have ownership of the suction side of the pump station. Bondurant would not have any ownership interest in the pumping station after 2045, which makes the distribution main unusable.

FUNDING SOURCE: Water Utility

STAFF RECOMMENDATION: Staff recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 2024.10.17 Clean Joint Bondurant-DMWW Agreement (004)

**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





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

Item No. 9.a.
For Meeting of 11/18/2024
Discussion Item

TITLE: Council Board Appointments

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: Attached is a list of appointments. The purpose of this item is to determine appointments to various Boards, Commissions, and Committees for the upcoming year.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: This is a discussion item to determine appointments for the upcoming year.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Council Appointments

City Council Terms & Appointments: Annual Summary		
Position/Committee	Last Year's Appointment (2024)	Upcoming Year Appointment (2025)
Mayor Pro Tem	McKenzie	
Convention & Visitors Bureau (CVB)	McKenzie/Driscoll	
DART	Cox/Oliver	
Parks and Recreation Board	Peffer	
Planning and Zoning Liaison	Sillanpaa	
Chamber/BDI	Cox	
Library Board Liaison	Cox	
Polk Co. Emergency Management	Elrod/Kreuder/Oliver/Sillanpaa	
EPIC	Cox/Luing	
Metro Waste Authority (MWA)	Peffer/Driscoll	
Metropolitan Planning Organization (Policy)	Elrod/Oliver	
Metropolitan Planning Organization (Tech)	Horton/Murray	
Wastewater Reclamation Authority (WRA)	Driscoll/Elrod	
Wastewater Reclamation Authority (WRA) - Technical	Horton/Collison	
Metro Advisory Council	Sillanpaa/Driscoll	
BRAVO	Driscoll/Cox	
Polk Co. Join 911	Kreuder/Oliver	
MIALG	Elrod	
Bondurant Community Foundation	Peffer	
ICON	McKenzie/Sillanpaa	
Mayor Doug Elrod		Term Expires 2025
Council Member Robert Peffer		Term Expires 2025
Council Member Tara Cox		Term Expires 2027
Council Member Matt Sillanpaa		Term Expires 2025
Council Member Angela McKenzie		Term Expires 2027
Council Member Chad Driscoll		Term Expires 2027



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

Item No. 9.b.
For Meeting of 11/18/2024
Discussion Item

TITLE: Zoning & Subdivision Code Update Discussion led by Confluence

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: In July 2024 the Bondurant City Council approved a professional services agreement with Confluence for services related to performing a complete code update to the City's Zoning/Sign/Subdivision Code. The need to entirely update the City's Zoning/Subdivision/Sign Code was identified in the 2022-adopted Building Bondurant Comprehensive Plan to ensure consistency between the Comprehensive Plan and the community's adopted regulations. The purpose of this complete code update process is the update out-of-date language and definitions, streamline the code with better flow, and to incorporate modern planning practices. Areas of focus will include the following: Zoning Code, Sign Regulations, Subdivision Regulations, Planned Unit Development Scoring Matrix, and Downtown Design Guidelines. The Planning & Zoning Commission, with also representation from the Bondurant City Council and the Board of Adjustment, serve as the Advisory Committee for this code update process.

This code update process is split into the following phases:

- Phase 1 - Project Kick-off + Code Analysis
- Phase 2 - Public and Stakeholder Outreach
- Phase 3 - Code Drafts Review
- Phase 4 - Final Code Drafts and Adoption

Confluence is currently in Phase 2 of the code update process, where an update will be given to City Council on November 18 regarding steps taken this far and expected future steps related to this complete code update process.

FUNDING SOURCE:

STAFF RECOMMENDATION: Discussion

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 9.c.
For Meeting of 11/18/2024
Discussion Item

TITLE: DART

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None