

**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/89658590882>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL JULY 26, 2021

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on July 26, 2021, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. Perfecting and Approval of the Agenda
5. Consent Agenda:
All items listed below are considered routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member or citizen so requests, in which event the item will be removed from the Consent Agenda and considered separately.
 - a. - Appointing Lisa Cameron to the Planning & Zoning Commission
 - b. - Approving the amended Quail Run Plat 3 Final Plat
 - c. -Accepting the Off-Site Quail Run Plat 3 Stream Buffer Easement
 - d. - Accepting the Quail Run Plat 3 HOA Access Easement Document
 - e. - Accepting deed for the interior public streets (Street Lot A-E) and areas subject to the City's Stream Buffer Ordinance (Outlots T & Y)
 - f. -Accepting by fee title the underlying roadway easement area lying adjacent to Quail Run Plat 3
 - g. -Approving the site plan for the proposed addition at RAMMS Construction at 1120 2nd Street NE
 - h. -Resolution approving Estoppel Certificate for 2300 Shiloh Rose Pkwy Property, LLC (Project Omega)
 - i. -Resolution accepting quit claim deed for street (Shiloh Rose Parkway) - Project Omega
6. Guests requesting to address the City Council
7. Action Items
 - a. -(Second Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the Zoning Classification of

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.

**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/89658590882>*

Certain Real Estate from Conservancy (U-1) to General Commercial (C-2)

8. Adjournment

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

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



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

Item No. 5.a.
For Meeting of 7/26/2021
Resolution

TITLE: - Appointing Lisa Cameron to the Planning & Zoning Commission

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Planning & Zoning Commission currently has one vacancy as a result of Daniel Hoffman-Zinnel's resignation. The Commission received one application from Lisa Cameron - below is an excerpt from her application.

List boards/commissions you have served on in Bondurant or other community (include your dated of service): _____

n/a

Other Civic Activities: Former member of the Bondurant Mother's Club

Describe why you are interested in serving on the Board/Commission: I would like to take my knowledge in the building industry and utilize it in helping our community as it continues to see growth.

What knowledge and experience do you have that will be helpful in serving on the Board/Commission: 15+ years in the building industry. Worked in multiple communities across the Des Moines Metro and Marion County.

Other comments and/or information: Familiar with building codes, site plans, development concept plans, etc. I would be able to help bring knowledge of what other communities are requiring of builders across the greater Des Moines market.

The Commission interviewed Lisa on June 24, 2021. Lisa has been a resident of Bondurant for 21 years. Gender balance, as required by Iowa Code, will be maintained as a result of Lisa's appointment.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution appointing Lisa Cameron to the Planning & Zoning Commission.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210726-202

CITY OF BONDURANT
RESOLUTION NO. 210726-202

RESOLUTION APPOINTING LISA CAMERON TO THE PLANNING & ZONING
COMMISSION

WHEREAS, the Planning & Zoning Commission consists of seven (7) members, appointed by the City council; AND

WHEREAS, the term of office of the members of the Commission shall be five (5) years; AND

WHEREAS, all members of the Commission shall serve without compensation, except their actual expenses, which shall be subject to the approval of the Council; AND

WHEREAS, Daniel Hoffman-Zinnel stepped down from his seat on the Commission; AND

WHEREAS, the City is in receipt of Lisa Cameron's Planning & Zoning Commission application; AND

WHEREAS, the Planning & Zoning Commission recommends Lisa Cameron's appointment to the Planning & Zoning Commission; AND

WHEREAS, her term will go into effect from resolution approval until December 31, 2021 to fulfill Daniel Hoffman-Zinnel's term,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointment of Lisa Cameron to the Planning & Zoning Commission is hereby approved as presented.

Passed and adopted this 26th day of July 2021,

Curt Sullivan, 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
McKenzie				
Peffer				
Enos				
Keeler				
Elrod				



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

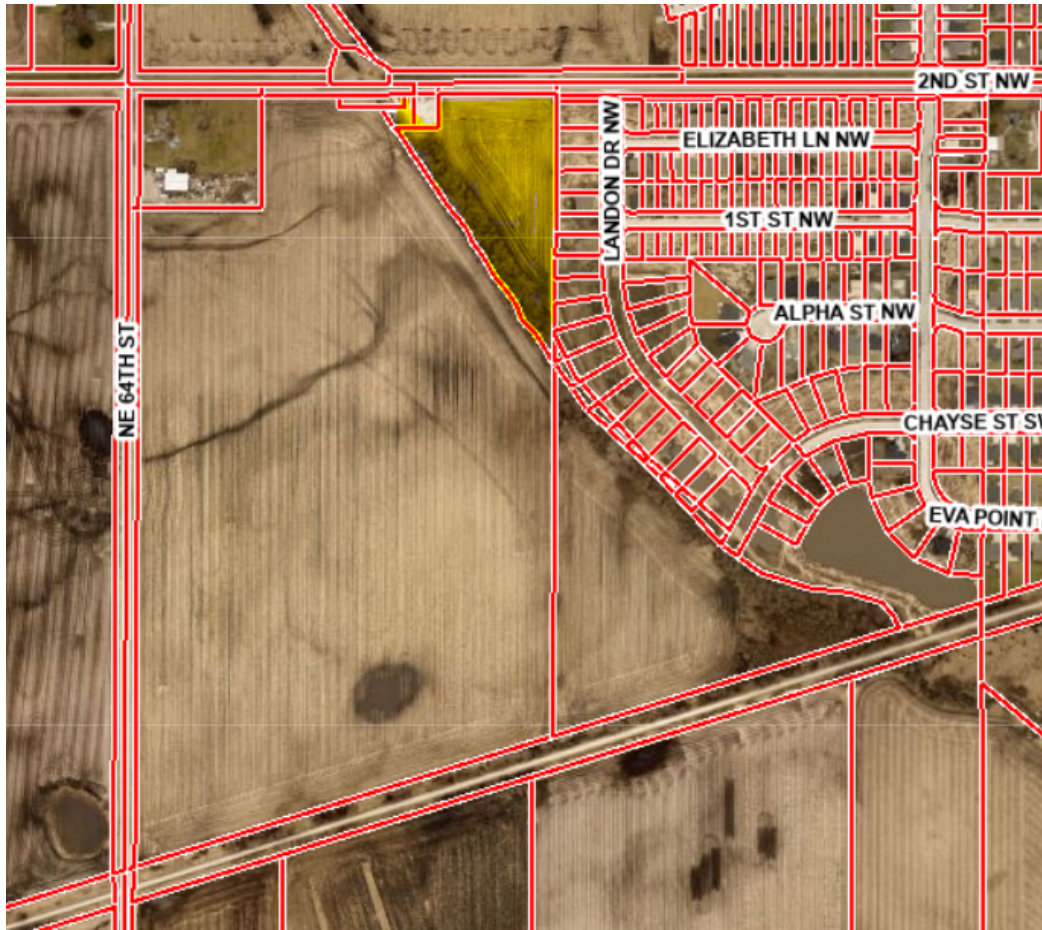
Item No. 5.b.
For Meeting of 7/26/2021
Resolution

TITLE: - Approving the amended Quail Run Plat 3 Final Plat

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Council originally approved the Quail Run Plat 3 Final Plat during their meeting on July 6, 2021. The attached Quail Run Plat 3 Final Plat has since been updated to exclude Parcel 231/00013-001-000 and Parcel 231/00013-002-000, as shown in the highlighted area below. A portion of these parcels are subject to the City's Stream Buffer Ordinance area. The City's Stream Buffer Ordinance requires City of Bondurant ownership of the stream buffer area as part of a final plat approval process; meaning that if/when Parcel 231/00013-001-000 and Parcel 231/00013-002-000 develop, the developer will need to deed the stream buffer portion of these parcels to the City of Bondurant as part of the site plan and/or final plat approval process. The Stream Buffer Easement, being considered as part of that separate agenda statement, will grant the City of Bondurant access to the area subject to the Stream Buffer Ordinance on Parcel 231/00013-001-000 and Parcel 231/00013-002-000 so that the City can perform its channel clearing and trail project.



FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210726-203
2. Quail Run Plat 3 Final Plat

CITY OF BONDURANT
RESOLUTION NO. 210726-203

RESOLUTION APPROVING THE QUAIL RUN PLAT 3 FINAL PLAT

WHEREAS, Snyder & Associates submitted the Quail Run Plat 3 Final Plat; AND

WHEREAS, this is an amended Quail Run Plat 3 Final Plat and will replace the Quail Run Plat 3 Final Plat previously reviewed and approved by Council on July 6, 2021; AND

WHEREAS, the owner/developer is Quail Run II LLC; AND

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

OUTLOT "Y", QUAIL RUN PLAT 2, AN OFFICIAL PLAT, AND A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "Y"; THENCE SOUTH 72°42'26" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 1115.82 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "Y"; THENCE SOUTH 72°42'43" WEST, 1347.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF NE 64TH STREET; THENCE NORTH 00°17'04" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 2016.04 FEET; THENCE SOUTH 89°51'58" EAST, 375.32 FEET; THENCE NORTH 00°13'05" EAST, 348.28 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET NW; THENCE NORTH 89°52'11" EAST ALONG SAID SOUTH LINE, 243.80 FEET; THENCE SOUTH 00°18'32" EAST CONTINUING ALONG SAID SOUTH LINE, 40.00 FEET; THENCE NORTH 89°52'11" EAST, CONTINUING ALONG SAID SOUTH LINE 144.02 FEET; THENCE SOUTH 37°07'25" EAST, 75.48 FEET; THENCE SOUTH 33°14'45" EAST, 860.90 FEET TO THE NORTHWEST CORNER OF SAID OUTLOT "Y"; THENCE SOUTH 34°57'44" EAST ALONG THE EAST LINE OF SAID OUTLOT "Y", 166.42 FEET; THENCE SOUTH 47°05'22" EAST, CONTINUING ALONG SAID EAST LINE, 305.14 FEET; THENCE SOUTH 42°28'13" EAST CONTINUING ALONG SAID EAST LINE, 285.39 FEET; THENCE SOUTH 54°46'09" EAST CONTINUING ALONG SAID EAST LINE, 151.75 FEET; THENCE SOUTH 72°47'59" EAST CONTINUING ALONG SAID EAST LINE, 156.16 FEET; THENCE SOUTH 83°50'19" EAST CONTINUING ALONG SAID EAST LINE, 121.91 FEET; THENCE SOUTH 73°00'36" EAST CONTINUING ALONG SAID EAST LINE, 104.92 FEET; THENCE SOUTH 41°32'35" EAST CONTINUING ALONG SAID EAST LINE, 54.56 FEET; THENCE SOUTH 24°20'38" EAST CONTINUING ALONG SAID EAST LINE, 42.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 67.55 ACRES (2,942,317 S.F.).

WHEREAS, the Quail Run Plat 3 Final Plat area was included as part of the Quail Run Phase 2 Preliminary Plat approved by City Council on June 15, 2020; AND

WHEREAS, the Quail Run Plat 2 Final Plat area is zoned Planned Unit Development (R-5).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Quail Run Plat 3 Final Plat is hereby approved subject to the following Code items being addressed:

1. That this resolution shall not be released by the City for recording until after the Public Works Director has inspected and approved the remaining public improvements.
2. That the developer shall record the deed establishing the underlying fee title to the City of Bondurant for the right-of-way areas associated with 2nd Street NW and Franklin Street SW/NE 64th Street.
3. That the developer shall record the deed establishing City of Bondurant ownership of the public streets (A-E) and the stream buffer ordinance areas (T & Y).
4. That the developer shall record the off-site stream buffer easement area which grants the City the right to access the area and perform improvements including but not limited to creek clearing and trail construction.
5. That the required as-builts shall be submitted to the City.
6. That the street lighting shall be installed per the approved lighting plan.
7. That the detention pond areas of Outlots X and V shall be privately owned and maintained.
8. That the developer shall provide documentation to the City of LOMR-F approval once approved by FEMA.

Passed this 26th day of July 2021,

By: _____
Curt Sullivan, 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				
Enos				
Elrod				
McKenzie				
Peffer				

[illegible]

OUTLOT "Y", QUAIL RUN PLAT 2, AN OFFICIAL PLAT, AND A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA AND BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID OUTLOT "Y"; THENCE SOUTH 72°42'26" WEST ALONG THE SOUTH LINE OF SAID OUTLOT "Y", 1115.82 FEET TO THE SOUTHWEST CORNER OF SAID OUTLOT "Y"; THENCE SOUTH 72°42'43" WEST, 1347.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF NORTH STREET; THENCE NORTH 00°00'00" EAST, LONG SAID EAST LINE, 94.04 FEET TO A POINT ON SAID EAST LINE, 88.92 FEET FROM THE INTERSECTION THEREWITH OF SAID EAST LINE AND THE SOUTH RIGHT-OF-WAY LINE OF LAND STRAIGHT N.W., THENCE NORTH 89°52'11" EAST, CONTINUING ALONG SAID SOUTH LINE, 243.80 FEET; THENCE SOUTH 00°18'32" EAST CONTINUING ALONG SAID SOUTH LINE, 40.00 FEET; THENCE NORTH 89°52'11" EAST, CONTINUING ALONG SAID SOUTH LINE, 144.02 FEET; THENCE SOUTH 37°07'25" EAST, 75.48 FEET; THENCE SOUTH 33°14'42" EAST, 86.92 FEET TO THE SOUTHWEST CORNER OF SAID EASEL; THENCE SOUTH 41°12'35" EAST, CONTINUING ALONG THE SOUTH LINE OF SAID OUTLOT "X", 166.82 FEET; THENCE SOUTH 37°07'25" EAST, CONTINUING ALONG SAID EAST LINE, 105.14 FEET; THENCE SOUTH 42°28'13" EAST CONTINUING ALONG SAID EAST LINE, 285.39 FEET; THENCE SOUTH 54°46'09" EAST, CONTINUING ALONG SAID EAST LINE, 151.75 FEET; THENCE SOUTH 72°47'59" EAST CONTINUING ALONG SAID EAST LINE, 156.16 FEET; THENCE SOUTH 83°50'39" EAST CONTINUING ALONG SAID EAST LINE, 121.91 FEET; THENCE SOUTH 73°00'36" EAST, CONTINUING ALONG SAID EAST LINE, 15.45 FEET; THENCE SOUTH 24°20'33" EAST CONTINUING ALONG SAID EAST LINE, 42.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 67.55 ACRES (2,942.317 S.F.).

SEPTEMBER 18, 2020

QUAIL RUN II LLC
2400 86TH STREET
URBANDALE, IA 50322
CONTACT: SCOTT TEMPLE
PHONE: (515) 276-3456

R-5: PLANNED UNIT DEVELOPMENT

R-5 LOTS ARE SUBJECT TO R-2 BULK REGULATIONS
SINGLE-FAMILY DWELLING (LOTS 1-55)
MINIMUM LOT AREA = 7,500SF
MINIMUM LOT WIDTH = 65'
FRONT YARD SETBACK = 30'
REAR YARD SETBACK = 35'
SIDE YARD SETBACK = 15' TOTAL
(5' MINIMUM ON EACH SIDE - 1 OR 1.5 STORY)
(7' MINIMUM ON EACH SIDE - 2 STORY)

1. THE USE OF ANY PUBLIC UTILITY EASEMENT IS SUBORDINATE TO THE CITY OF BONDURANT'S USE OF ITS DESIGNATED EASEMENT AND ANY SUBORDINATE USER OF THE PUBLIC UTILITY EASEMENT MUST RELOCATE ITS UTILITY WHEN NECESSARY TO ACCOMMODATE THE CITY OF BONDURANT'S USE OF THIS EASEMENT.

Survey
Section Corner
1/2" Rebar, Yellow Plastic Cap #19710
(Unless Otherwise Noted)
ROW Marker
ROW Right
Control Point
Bench Mark
Platted Distance
Measured Bearing & Distance
Recorded As
Deed Distance
Calculated Distance
Centerline
Section Line
1/4 Section Line
1/4 1/4 Section Line
Easement Line

<u>Found</u>	<u>Set</u>
▲ ●	△ ○
■ ⚡	▣ ⚡
⊙ ⦿	
P M R D C	
_____	_____
_____	_____
_____	_____
_____	_____



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.

Erin D. Griffin, PLS	Date
License Number 19710	
My License Renewal Date is December 31, 2021	
Pages or sheets covered by this seal:	
Sheets 1 through 4 of 4	

[illegible]

BONDURANT, IA

2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES, INC.

QUAIL RUN PLAT 3

FINAL PLAT

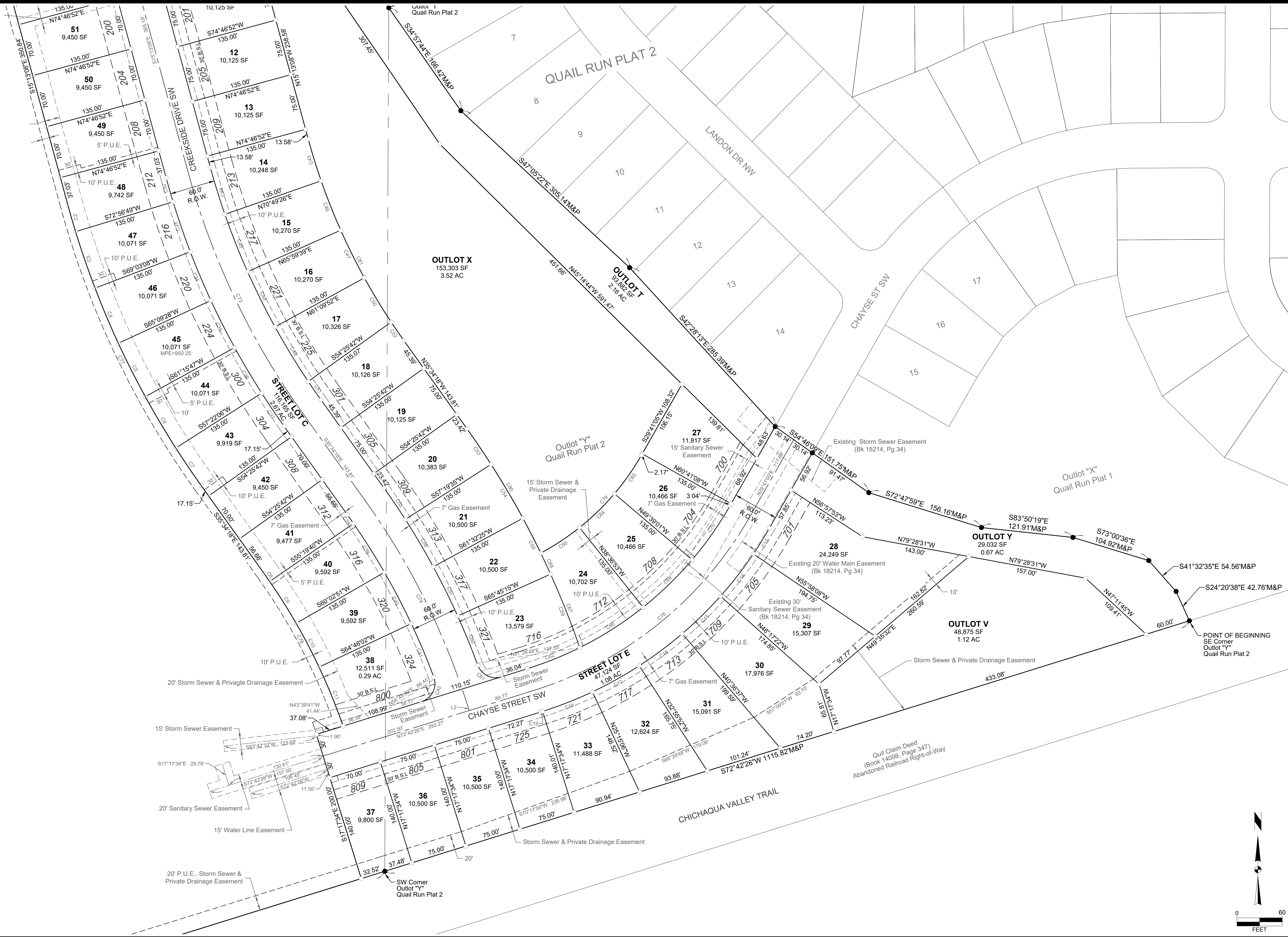


SNYDER
& ASSOCIATES

Project No: 119.0971.01A

Sheet 1 of 4

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QUAIL RUN PLAT 3

FINAL PLAT

BONDURANT, IA



Project No: 119.0971.01A

Sheet 3 of 4

SNYDER & ASSOCIATES, INC. |

5010 VOGES ROAD
MADISON, WISCONSIN 53718
608-838-0444 | www.snyder-associates.com

MARK	REVISION	DATE	BY
1	REVISE OVERALL BOUNDARY	07/20/21	SGK
Engineer: EDC	Checked By: EDG	Scale: 1" = 60'	
Technician: SGK	Date: 04/28/2021	T-R-S: 80'N-23'W-36'	

Project No: 119.0971.01A

Sheet 3 of 4



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

Item No. 5.c.
For Meeting of 7/26/2021
Resolution

TITLE: -Accepting the Off-Site Quail Run Plat 3 Stream Buffer Easement

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached easement establishes an off-site stream buffer easement area over the portion of land excluded from the amended Quail Run Plat 3 Final Plat. If/when this off-site area is included as part of a site plan and/or final plat area, the Stream Buffer Ordinance area will require this area be deeded to the City of Bondurant. This easement in the meantime will grant the City the right to access this area for the purposes of cleaning up the banks of the creek and constructing a trail.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210726-204
2. Off-Site Stream Buffer Easement

CITY OF BONDURANT
RESOLUTION NO. 210726-204

RESOLUTION APPROVING QUAIL RUN WEST HOA POND ACCESS EASEMENT

WHEREAS, Outlots X and V will be used as private stormwater detention areas to be maintained by the Quail Run West HOA; AND

WHEREAS, the attached access easement grants the Quail Run West HOA access to their private ponds via the City of Bondurant's Outlots T & Y,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Access Easement is released for recording.

Passed and adopted this 26th day of July 2021,

Curt Sullivan, 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				
Enos				
Elrod				
McKenzie				
Peffer				

SURVEYOR'S NAME / RETURN TO:
ERIN D. GRIFFIN
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
515-964-2020
egriffin@snyder-associates.com

SERVICE PROVIDED BY:
SNYDER & ASSOCIATES, INC.

SURVEY LOCATED:
PT W1/2 NW1/4
SEC. 36-80-23

REQUESTED BY:
QUAIL RUN II LLC

STREAM BUFFER EASEMENT DESCRIPTION

A PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., IN THE CITY OF BONDURANT, POLK COUNTY, IOWA, AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF OUTLOT "Y", QUAIL RUN PLAT 2, AN OFFICIAL PLAT; THENCE NORTH 33°14'45" WEST ALONG THE EAST LINE OF QUAIL RUN PLAT 3, AN OFFICIAL PLAT, 860.90 FEET; THENCE NORTH 37°07'25" WEST CONTINUING ALONG SAID EAST LINE, 75.48 FEET TO THE NORTHEAST CORNER OF OUTLOT T OF SAID QUAIL RUN PLAT 3; THENCE NORTH 89°52'11" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET NW, 55.98 FEET; THENCE NORTH 00°18'32" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 40.00 FEET; THENCE NORTH 89°52'11" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 28.30 FEET; THENCE SOUTH 00°17'04" WEST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 100.17 FEET; THENCE NORTH 89°41'05" EAST CONTINUING ALONG SAID SOUTH RIGHT-OF-WAY LINE, 44.59 FEET; THENCE SOUTH 33°47'15" EAST, 701.33 FEET TO THE WEST LINE OF SAID QUAIL RUN PLAT 2; THENCE SOUTH 00°16'03" WEST ALONG SAID WEST LINE, 137.57 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.42 ACRES (61,652 S.F.).

JULY 21, 2021

QUAIL RUN II LLC

THE EAST LINE OF QUAIL RUN PLAT 3 IS ASSUMED TO BEAR N33°14'45"W.

FEATURES

Section Corner
1/2" Rebar, Yellow Plastic Cap # 19710
(Unless Otherwise Noted)

ROW Marker

ROW Rail

Platted Distance

Measured Bearing & Distance

Recorded As

Deed Distance

Calculated Distance

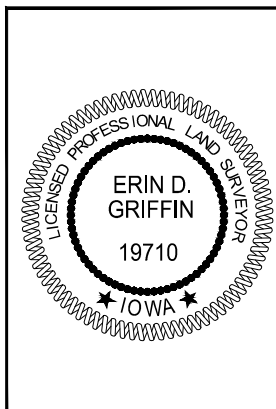
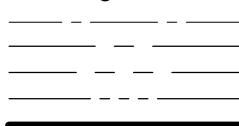
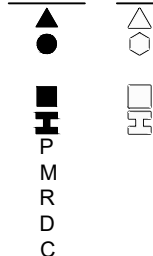
Centerline

Section Line

1/4 Section Line

1/4 1/4 Section

FOUND SET



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.

Erin D. Griffin, PLS

Date _____

License Number 19710

My License Renewal Date is December 31, 2021

Pages or sheets covered by this seal:

Sheets 1 & 2 of 2

PT. W1/2 NW1/4 SEC. 36-80-23

STREAM BUFFER EASEMENT PLAT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 1 OF 2

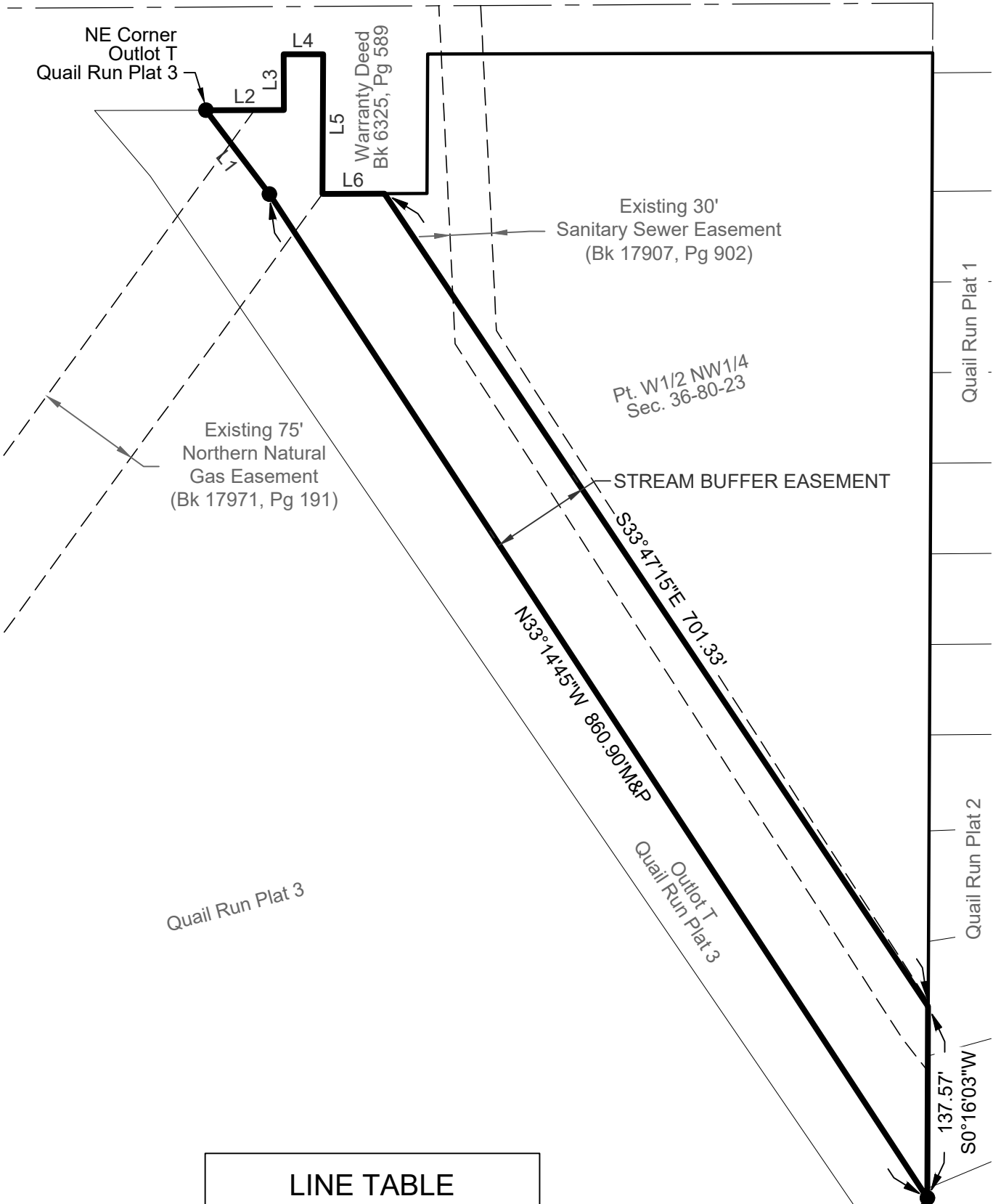
PN: 119 0971 01A

T-R-S-80N-23W-36

DATE: 07/21/2021

PM/TECH: EDG/SGK

2ND STREET NW



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N37°07'25"W	75.48'
L2	N89°52'11"E	55.98'
L3	N00°18'32"W	40.00'
L4	N89°52'11"E	28.30'
L5	S00°17'04"W	100.17'
L6	N89°41'05"E	44.59'

POINT OF BEGINNING
NW Corner
Outlot "Y"
Quail Run Plat 2

PT. W1/2 NW1/4 SEC. 36-80-23

STREAM BUFFER EASEMENT PLAT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2
PN: 119.0971.01A
T-R-S:80N-23W-36
DATE: 07/21/2021
PM/TECH: EDG/SGK



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

Item No. 5.d.
For Meeting of 7/26/2021
Resolution

TITLE: - Accepting the Quail Run Plat 3 HOA Access Easement Document

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Quail Run Plat 3 Final Plat shows two private stormwater detention pond areas (Outlot X & Outlot V). The attached resolution is for acceptance of the attached access easement, which grants the Quail Run West HOA access to these ponds via the City of Bondurant's stream buffer parcels (Outlot T & Outlot Y). The attached access document is for access regarding pond maintenance purposes only by the HOA and is not an access easement for the general public. Public access along the City of Bondurant's stream buffer parcels will be established once the City's trail project is finalized in this area.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210726-205
2. HOA Access Easement

CITY OF BONDURANT
RESOLUTION NO. 210726-205

RESOLUTION APPROVING QUAIL RUN WEST HOA POND ACCESS EASEMENT

WHEREAS, Outlots X and V will be used as private stormwater detention areas to be maintained by the Quail Run West HOA; AND

WHEREAS, the attached access easement grants the Quail Run West HOA access to their private ponds via the City of Bondurant's Outlots T & Y.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Access Easement is released for recording.

Passed and adopted this 26th day of July 2021,

Curt Sullivan, 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				
Enos				
Elrod				
McKenzie				
Peffer				

ACCESS EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS: That the **City of Bondurant** (hereinafter called "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey to **Quail Run West Homeowners Association** (hereinafter called "HOA"), a perpetual easement and right-of-way under, over, on, through, across and within the real estate described on Exhibit A attached hereto (hereinafter called "Easement Area"), for the purposes of the HOA accessing Outlot X and Outlot V in Quail Run Plat 3, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa, to construct, reconstruct, repair, replace, enlarge, inspect and maintain the storm water management facilities located thereon.

This Easement shall be subject to the following terms and conditions:

1. **RIGHT OF ACCESS.** The HOA, and their licensees and permittees 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 as herein described.
2. **MAINTENANCE.** Upon completion of any use of the Easement Area by the HOA, the HOA shall restore the Easement Area in a good and workmanlike manner to a condition comparable to its condition immediately before such use.
3. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the Grantor, said Grantor shall not be liable for any injury or damage to any person or property resulting from the use, occupancy, possession or exercise of its rights herein granted or from the use, occupancy, possession or exercise of its rights herein granted to its permittees, employees, agents, representatives and licensees or arising in any manner from the existence and use of this Easement. The HOA hereby agrees to indemnify and hold Grantor harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting

from the acts or omissions of its permittees, employees, agents, representatives and licensees.

4. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the HOA, its permittees and licensees.
5. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
6. **USE AND ENJOYMENT.** This Easement shall not interfere with the use or enjoyment of Grantor's property.
7. **APPROVAL BY CITY COUNCIL.** This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

Grantor does HEREBY COVENANT with the HOA that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the said premises against the claims of all persons whomsoever.

Words and 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 ____ day of _____, 2021.

GRANTOR
City of Bondurant

STATE OF IOWA)
) ss
COUNTY OF POLK)

This record was acknowledged before me this ____ day of _____, 2021, by.

Notary Public in and for the State of Iowa

ACCEPTANCE BY CITY

STATE OF IOWA)
) SS
COUNTY OF POLK)

I, _____, City Clerk of the City of Bondurant, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City of Bondurant by Resolution No. _____, passed on the _____ day of _____, 2021, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2021.

City Clerk of Bondurant, Iowa

**EXHIBIT A
ACCESS EASEMENT
LEGAL DESCRIPTION**

OUTLOTS T AND Y IN QUAIL RUN PLAT 3, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA.



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

Item No. 5.e.
For Meeting of 7/26/2021
Resolution

TITLE: - Accepting deed for the interior public streets (Street Lot A-E) and areas subject to the City's Stream Buffer Ordinance (Outlots T & Y)

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached document is a deed for City of Bondurant acceptance of the public streets within the Quail Run Plat 3 Final Plat area and also for acceptance of the areas subject to the Stream Buffer Ordinance. Per Section 167.05.4 of the Stream Buffer Ordinance, "a deed to the City shall be given for all required stream buffers as part of the final plat or site plan approval process". The attached deed satisfies this requirement.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210726-206
2. Warranty Deed

CITY OF BONDURANT
RESOLUTION NO. 210726-206

RESOLUTION ACCEPTING QUIT CLAIM DEED FOR PUBLIC STREETS WITHIN THE
QUAIL RUN PLAT 3 FINAL PLAT AREA AND THE STREAM BUFFER ORDINANCE
PARCELS (OUTLOT T & OUTLOT Y)

WHEREAS, on July 6, 2021 the resolution approving the Quail Run Plat 3 Final Plat noted the following; AND:

1. That the stream buffer ordinance parcels shall be owned by the City.

WHEREAS, quit claim deed associated with this document addresses this condition.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Quit Claim Deed is released for recording.

Passed and adopted this 26th day of July 2021,

Curt Sullivan, 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				
Enos				
Elrod				
McKenzie				
Peffer				

WARRANTY DEED
(CORPORATE/BUSINESS ENTITY GRANTOR)
Recorder's Cover Sheet

Preparer Information:

B. McMurray, Vista Real Estate and Investment Corporation
2400 86th Street, Suite 24
Urbandale, IA 50322
(515) 276-3456

Taxpayer Information:

City of Bondurant
200 2nd St NE Box 37
Bondurant, IA 50035
(515) 967-2418

Return Document To:

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

Grantors:

Quail Run II, LLC

Grantees:

City of Bondurant

Legal Description: See Page 2

Warranty Deed

(Corporate/Business Entity Grantor)

For the consideration of One Dollar(s) and other valuable consideration, Quail Run II, LLC, a(n) limited liability company organized and existing under the laws of Iowa, does hereby convey to City of Bondurant, Iowa the following described real estate in Polk County, Iowa:

Street Lots A, B, C, D and E and Outlots T and Y in Quail Run Plat 3, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD

This deed is exempt according to Iowa Code 428A.2(6).

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

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

Dated: _____

Quail Run II, LLC, an Iowa limited liability company

By: Vista Real Estate and Investment Corporation,
Its Manager

By: _____
David J. Harmeyer, President

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me this ____ day of _____, 2021, by David J. Harmeyer in his capacity as President of Vista Real Estate and Investment Corporation, as Manager of Quail Run II, LLC.

Signature of Notary Public



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

Item No. 5.f.
For Meeting of 7/26/2021
Resolution

TITLE: -Accepting by fee title the underlying roadway easement area lying adjacent to Quail Run Plat 3

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The previous Quail Run Plat 3 Final Plat approved by Council on July 6th noted the following as a condition of approval that needed to be addressed prior to the City of Bondurant releasing the resolution for recording:

1. That the resolution shall not be released by the City for recording until after an updated final plat has been submitted addressing Bob Veenstra's comments #1 and #2 in his review memo dated June 18, 2021 relative to establishing the rights-of-way of 2nd Street NW and Franklin Street SW/NE 64th Street.

In summary, Bob's comments #1 and #2 in his June 18th memo explain that the previous final plat only called out the adjacent street areas of 2nd Street NW and Franklin Street SW/NE 64th Street as being by easement only, when the City of Bondurant requires actual fee title. The attached deed document addresses this fee title issue.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210726-207
2. ROW Deed

CITY OF BONDURANT
RESOLUTION NO. 210726-207

RESOLUTION ACCEPTING QUIT CLAIM DEED FOR RIGHT-OF-WAY ADJACENT
TO THE QUAIL RUN PLAT 3 FINAL PLAT AREA

WHEREAS, on the July 6, 2021 resolution approving the Quail Run Plat 3 Final Plat noted the following; AND:

1. That this resolution shall not be released by the City for recording until after an updated final plat has been submitted addressing Bob Veenstra's comments #1 and #2 in his review memo dated June 18, 2021 relative to establishing the rights-of-way of 2nd Street NW and Franklin Street SW/NE 64th Street.

WHEREAS, the Quit Claim Deed signed by Stanley D. Webb and Mary J. Webb granting City of Bondurant ownership of the right-of-way described as follows addresses the July 6th, 2021 condition.

ALL OF THE UNDERLYING FEE TITLE ENCUMBERED BY ROADWAY EASEMENT LYING NORTH OF THE ABANDONED RAILROAD IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA EXCEPT THE NORTH 381.10 FEET OF THE WEST 407.90 FEET OF SAID WEST 1/2 OF THE NORTHWEST 1/4 AND EXCEPT THE NORTH 134.50 FEET OF THE EAST 75.00 FEET OF THE WEST 955.00 FEET OF SAID WEST 1/2 OF THE NORTHWEST 1/4.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Quit Claim Deed is released for recording.

Passed and adopted this 26th day of July 2021,

Curt Sullivan, 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				
Enos				
Elrod				
McKenzie				
Peffer				

**QUIT CLAIM DEED
Recorder's Cover Sheet**

Preparer Information: R. Bradley Skinner, 160 Adventureland Dr. NW, Suite B, PO Box 367, Altoona, IA 50009, Phone: 515-967-4264

Taxpayer Information: City of Bondurant, 200 2nd Street NE, Bondurant, Iowa 50035

Return Document To: City of Bondurant, 200 2nd Street NE, Bondurant, Iowa 50035

Grantors: Stanley D. Webb and Mary J. Webb

Grantees: City of Bondurant

Legal Description: See Page 3

Document or instrument number of previously recorded documents:



QUIT CLAIM DEED

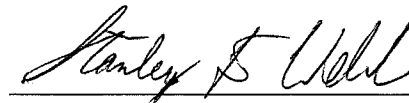
For the consideration of One Dollar(s) and other valuable consideration, Stanley D. Webb and Mary J. Webb, husband and wife, do hereby Convey to City of Bondurant, all our right, title, interest, estate, claim and demand in the following described real estate in Polk County, Iowa:

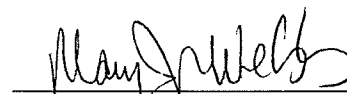
See attached Exhibit "A" attached hereto and made a part hereof as though fully set out herein

This deed is exempt according to Iowa Code 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and 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.

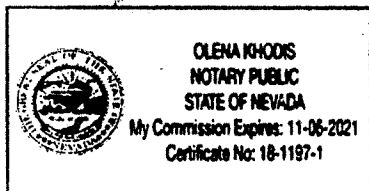
Dated: July 8th, 2021.

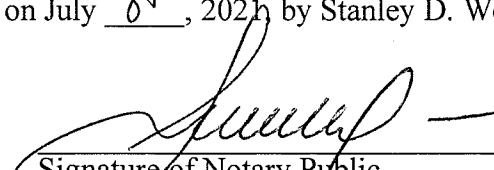

Stanley D. Webb, Grantor


Mary J. Webb, Grantor

STATE OF NEVADA, COUNTY OF Clark

This record was acknowledged before me on July 8th, 2021, by Stanley D. Webb and Mary J. Webb, husband and wife.




Signature of Notary Public

ALL OF THE UNDERLYING FEE TITLE ENCUMBERED BY ROADWAY EASEMENT LYING NORTH OF THE ABANDONED RAILROAD IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 36, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA EXCEPT THE NORTH 381.10 FEET OF THE WEST 407.90 FEET OF SAID WEST 1/2 OF THE NORTHWEST 1/4 AND EXCEPT THE NORTH 134.50 FEET OF THE EAST 75.00 FEET OF THE WEST 955.00 FEET OF SAID WEST 1/2 OF THE NORTHWEST 1/4.



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

Item No. 5.g.
For Meeting of 7/26/2021
Resolution

TITLE: -Approving the site plan for the proposed addition at RAMMS Construction at 1120 2nd Street NE

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Brief History:

The City is in receipt of a site plan for review by the Planning & Zoning Commission and City Council for a proposed 4,000 SF addition onto the northern portion of the existing RAMMS Construction building at 1120 2nd Street NE. The map below shows the location of the addition proposed. Attached is the submitted site plan. This site is zoned as being within the City's Medium Industrial (M-2) District. The existing/proposed use at this location is a permitted use per Section 178.14.1.F of the Zoning Code, which allows for contractor's equipment storage sites.



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

Analysis:

Consistency with the Comprehensive Plan

While the City's Comprehensive Plan guides for multi-family use at this location, this site currently has a Medium Industrial (M-2) District zoning designation. No rezoning is proposed as a result of this project. The existing/proposed use is a by-right permitted use of the M-2 District.

Consistency with the Zoning Code

Below are notes detailing how the Zoning Code is met for this request for what additional information is needed to ensure the Code will be met for this development:

Medium Industrial Use & Bulk

- A contractor's shop is a permitted use of the M-2 District per Section 178.14.1.F.
- The M-2 District requires the following minimum primary structure setback requirements: 30' front yard setback, 40' rear yard setback, and 20' side yard setback. The minimum front, rear, and east side yard setbacks will be met for this addition proposed. The Board of Adjustment reviewed a variance request to allow for a reduction to this site's west side yard setback during a meeting on June 21, 2021. The variance approved by the Board was a variance to allow the building to be constructed up to 10' into the required west side yard setback area, meaning the

structure will be situated 10' east of the west property line so that it aligns with the west wall of the existing structure.

- The 1-story structure will have 16'-tall side walls. This stays well under the M-2 District height requirements of 80'.

Parking/Drive Areas

- No upgrades to the existing parking/drive area are proposed as a result of this project; as such, no review has been provided as part of this agenda statement. The existing gravel drive areas at this location are recognized as being pre-existing, non-conforming; meaning they are allowed to remain and be maintained but cannot be expanded upon.

Stormwater, Utilities, & Natural Features

- Bob Veenstra noted that no stormwater management report is required for this addition, as the addition is will not increase the site's impervious SF. The addition area is currently gravel.

- This site is not located within a floodplain.

- This site is not located within the City's Stream Buffer Ordinance area.

- The site plan shows no new utility connections into the building.

Landscaping Plan

- As part of the variance approval, the Board of Adjustment required that a row of evergreen trees be planted along the north side of the building addition area. The submitted site plan shows this.

Architectural Elevations

- Attached are the submitted elevations. Joel Ibarra, Project Manager with RMMS Construction, noted the materials will be metal siding to match the style and color of the existing structure. Joel also noted that they plan to do stone on the existing building and new addition area to tie the two areas together - below is the stone that RAMMS will be using for the knee wall area. Materials were considered as part of the Board of Adjustment's variance approval.



Sterling™

Comments from City Officials

Public Works, City Engineering, and the Fire Department were notified of this site plan request. If comments are received prior to the P&Z meeting, an updated will be provided.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Commission will be reviewing this site plan during their meeting on July 22, 2021. An update of this review will be uploaded to the packet on July 23rd.

Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210726-208
2. RAMMS Construction Addition Site Plan
3. Building Rendering

CITY OF BONDURANT
RESOLUTION NO. 210726-208

RESOLUTION APPROVING THE RAMMS CONSTRUCTION SITE PLAN AT 1120 2ND
STREET NE

WHEREAS, Ramms Construction submitted a site plan request for a 4,000 SF addition at their building at 1120 2nd Street NE; AND

WHEREAS, the zoning for the property is Medium Industrial (M-2) and the existing/proposed use is a permitted use per Section 178.14.1.F of the Zoning Code, which allows for contractor's equipment storage sites; AND

WHEREAS, the Board of Adjustment approved a variance at this location to allow for the addition to be situated 10' within the required 20' west side yard setback area.

WHEREAS, the Commission will review this site plan during their meeting on July 22nd, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the RAMMS Construction site plan at 1120 2nd Street NE is hereby approved subject to the following Zoning Code clarification item:

1. That should any City Code comments/concerns be relayed by City Engineering, Public Works, or the Fire Department, the site plan shall be updated to accommodate such feedback.

Passed this 26th day of July 2021,

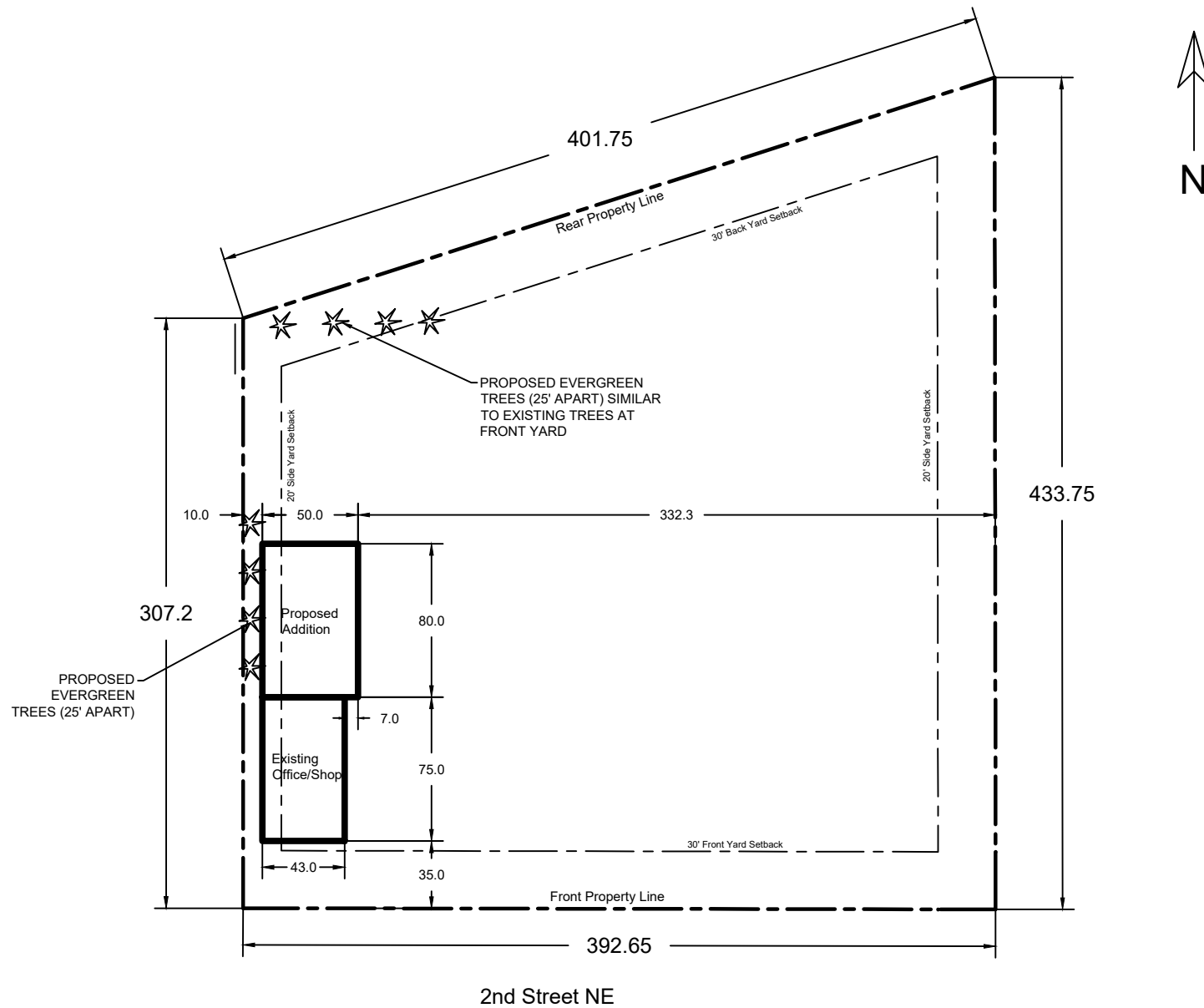
By: _____
Curt Sullivan, Mayor

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.

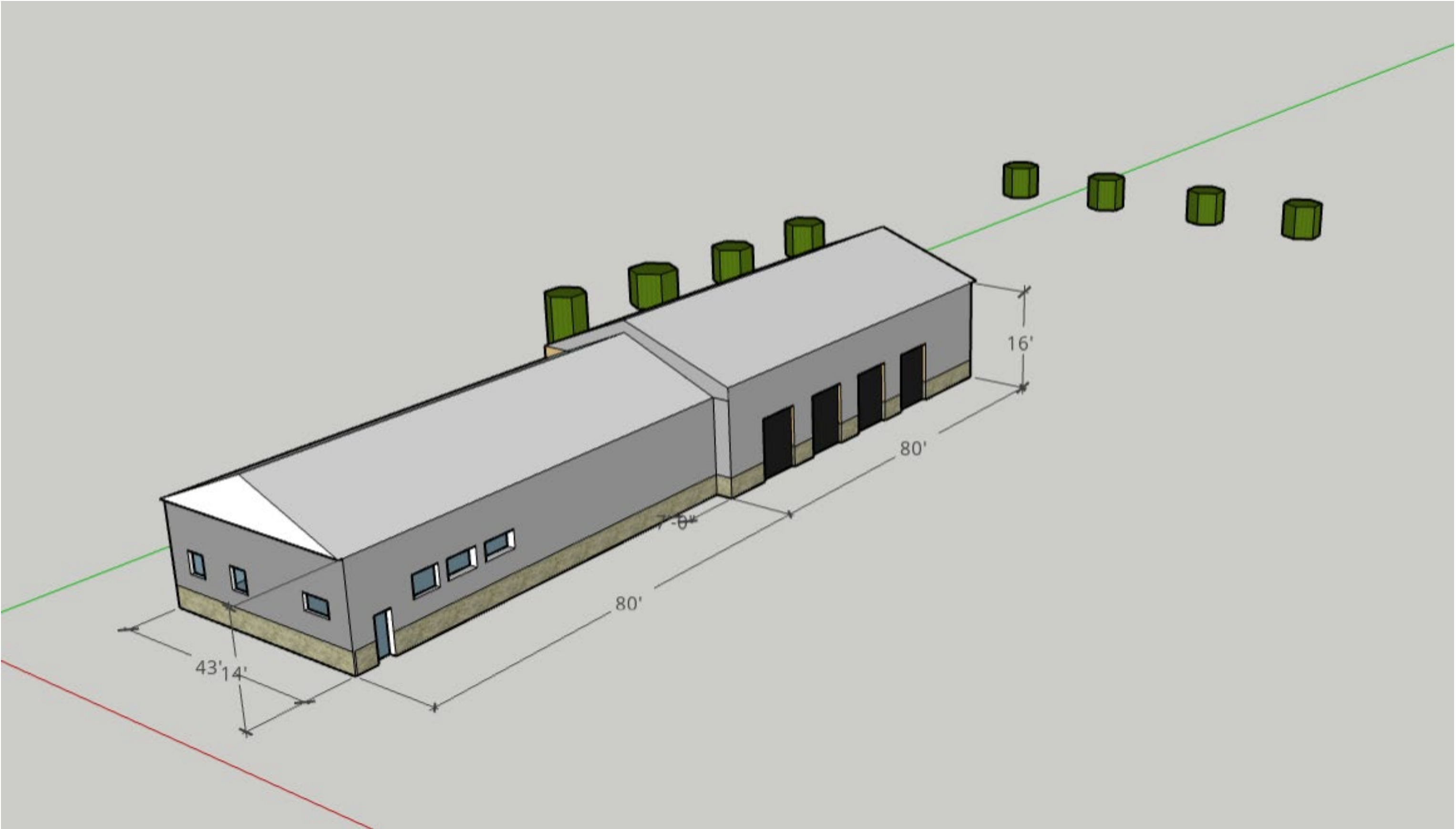
IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Enos				
Elrod				
McKenzie				
Peffer				



Date: 7/1/2021	
Drawn By: Joel Ibarra - joel@rammsconstruction.com	
RAMMS Construction Shop Addition 1120 2nd St. NE, Bondurant, IA 50035	
Sheet	1
Site Plan	





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

Item No. 5.h.
For Meeting of 7/26/2021
Resolution

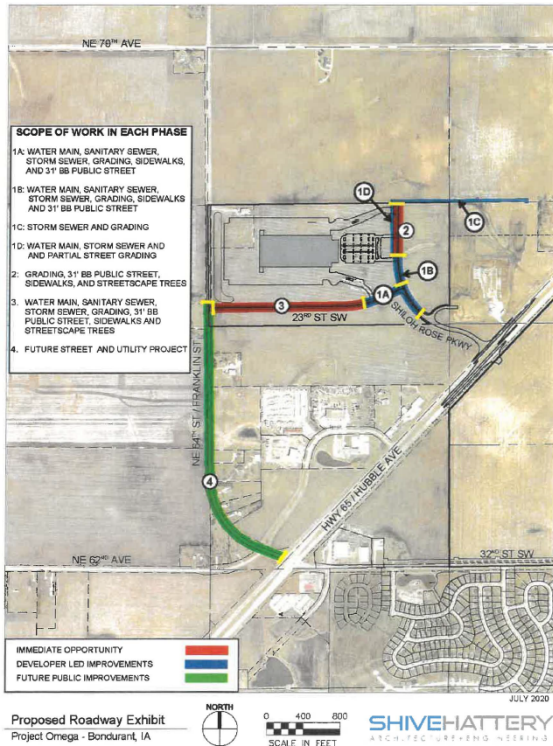
TITLE: -Resolution approving Estoppel Certificate for 2300 Shiloh Rose Pkwy Property, LLC (Project Omega)

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Attached is an Estoppel Certificate for Project Omega, providing confirmation that the terms of the development agreement have been fulfilled. The construction of the Phase 1 (A-D) improvements for which Ryan Companies was responsible was finalized on May 17th. That is also the date that the City Council accepted the public improvements. The concluded construction on Phase II of the project a few months ago, well in advance of the July 1, 2021 deadline. The final deadline is for the City to conclude Phase III improvements by October 1, 2021. City staff anticipates finalizing construction well in advance of that deadline.

Below is a visual showing the various phases of the project.



The City's development counsel has reviewed the Estoppel Certificate and has no further changes to recommend.

FUNDING SOURCE: TIF Bonds, Grants, and Developer Fees are the funding sources for Project Omega.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210726-209
2. Estoppel Certificate
3. Recorded Signed Development Agreement
4. Recorded Signed Minimum Assessment Agreement

CITY OF BONDURANT
RESOLUTION NO. 210726-209

Resolution Approving Estoppel Certificate for 2300 Shiloh Rose Pkwy
Property, LLC (Project Omega)

WHEREAS, the City of Bondurant, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Bondurant Urban Renewal Area (the "Urban Renewal Area"); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the "Tax Increment Fund"), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, a certain development agreement between the City and Ryan Bondurant, LLC was adopted on August 10, 2020, pursuant to which the Company would undertake the development of new warehouse and distribution facilities and the installation of corresponding public infrastructure improvements on certain real property situated in the Urban Renewal Area; and

WHEREAS, the parties under the Agreement have installed certain public infrastructure improvements and will complete said improvements pursuant to the aforementioned agreement; and

WHEREAS, the company has requested an Estoppel Certificate that verifies the terms of the development agreement have been fulfilled; and

WHEREAS, the City of Bondurant staff and development legal counsel have reviewed the document and found it to be accurate.

NOW, THEREFORE, It Is Resolved by the City Council of the City of Bondurant, Iowa, that the attached Estoppel Certificate is approved.

Passed and approved July 26, 2021.

Curt Sullivan, 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				
Enos				
Elrod				
McKenzie				
Peffer				

ESTOPPEL CERTIFICATE

[_____] , 2021

To: 2300 Shiloh Rose Pkwy Property, LLC
c/o Global Securitization Services, LLC
68 South Service Road, Suite 120
Melville, New York 11747
2300 Shiloh Rosa Pkwy Venture, LLC
c/o Empire Square Group LLC
54 West 21st Street, Suite 507
New York, New York 10010
Attention: Guy Nesdale
(collectively, together with their successors and assigns, “**Purchaser**”)

-and-

National Bank of Kuwait, S.A.K.P., Grand Cayman Branch
299 Park Avenue
New York, New York 10171
Attention: Mr. Marwan Isbaih
(together with its successors and assigns, “**Agent**”)

Re: Development Agreement, dated as of September 22, 2020 (the “**Agreement**”), by and between Seller (as defined below) and the City of Bondurant, Iowa (the “**City**”), as recorded in the Official Records of Polk County, Iowa on October 26, 2020 in Book 18149, Pages 418-440, a copy of which is attached hereto as Exhibit A

To Whom it May Concern:

The undersigned understands and acknowledges that (i) Purchaser is in the process of (a) acquiring the Property (as defined below) from Ryan Bondurant, LLC, a Delaware limited liability company (“**Seller**”), and (b) obtaining a mortgage loan which will be evidenced by a note and secured by, among other things, a mortgage upon that certain real property located at 2300 Shiloh Rose Parkway SW, Bondurant, Iowa 50035 (the “**Property**”), and (ii) Purchaser, in acquiring and financing the Property, and Agent and certain other lenders, in making the loan, are relying upon the undersigned’s certifications, representations and warranties made herein. Capitalized terms used herein, but not otherwise defined herein, have the meaning given to such terms in the Agreement.

The undersigned hereby certifies, represents and warrants to Purchaser and to Agent that the following statements are true, correct and complete as of the date hereof:

1. The Agreement is in full force and effect and is binding upon the parties thereto.

2. There have been no amendments, modifications, supplements or revisions to the Agreement, except for a collateral assignment of the Development Agreement to Seller's lender, Bankers Trust Company.
3. The Agreement, together with the Assessment Agreement, represent the entire agreement between Seller and the City with respect to the Company Infrastructure Project, the City Infrastructure Project and the Industrial Project.
4. There are no outstanding payments or any other assessments, additional charges or other fees required to be paid under the Agreement that are due and payable by either the City to Seller or Seller to the City that remain unpaid.
5. Neither the City nor, to the City's knowledge, Seller, is in violation, default or breach (beyond the expiration of any applicable notice and cure periods) with respect to any monetary or non-monetary obligations under the Agreement, and no state of facts exist which, with the passage of time or the giving of notice, or both, would constitute a violation, default or breach by the City or, to the City's knowledge, Seller, under the Agreement, in each case other than Seller's failure to complete Phase 1(A-D) of the Company Infrastructure Project by December 31, 2020 as required by Exhibit C to the Agreement and Seller's failure to provide an NTP to the City.
6. The City and Seller agreed that completion of Phase 1(A-D) of the Company Infrastructure Project was delayed beyond December 31, 2020 and the City does not intend to enforce any of its rights under the Agreement with respect to such failure on the part of the Seller to so complete Phase 1(A)-(D) by December 31, 2020. Seller completed Phase 1(A-D) of the Company Infrastructure Project by May 17, 2021.
7. The Industrial Project and Phase 1(A-D) of the Company Infrastructure Project is the only work required to be completed by Seller under the Agreement.
8. Except as set forth in Sections 5, 6 and 13 hereof, Seller has complied in all material respects with and has taken all action and other steps required of Seller with respect to any such actions or steps Seller is obligated to have completed as of the date hereof, including, but not limited to, under Sections 2 and 3 of the Agreement and, to the City's knowledge, Sections 5 and 6(a)-(b) of the Agreement.
9. Seller obtained all the Project Approvals required as set forth in the Agreement.
10. To the City's knowledge, there are no pending or threatened actions, suits, claims or adverse proceedings of any kind with respect to the Agreement or the enforcement thereof.
11. Seller has paid, to the extent due, (i) all permit fees and SAC/WAC fees with respect to the Property, and (ii) the full lump sum equal to \$221,639.83 referenced in the Agreement.

12. Seller shall be permitted to assign, without the City's consent, that certain Zoning Confirmation Letter, dated as of August 14, 2020, from the City to Seller and Purchaser and its successors and assigns shall be entitled to rely thereon.
13. The Outside Completion Date for Phase II of the City Infrastructure Project is July 1, 2021, and has not been and will not be extended pursuant to Section 9 of the Agreement.
14. The City completed Phase II of the City Infrastructure Project by July 1, 2021 and will complete Phase III of the City Infrastructure Project by October 1, 2021, in each case in accordance with the terms and conditions of the Agreement.
15. The construction contracts for the City Infrastructure Project do not exceed the City's budget therefor. In the event it is determined following the date hereof that the construction contracts for the City Infrastructure Project exceed the City's budget therefor, the City agrees that in no event shall Purchaser be responsible for the cost of any such overage nor be required to pay any such overage to the City directly.
16. Once the Bonds are repaid by the City in full, the City agrees to execute and record a release of the Assessment Agreement, as the term of the Assessment Agreement expires once the Bonds are so repaid.
17. This estoppel certificate shall inure to the benefit of the addressees hereto, and their respective successors and assigns (including, without limitation, a purchaser at or after foreclosure with respect to the loan) and shall be binding upon the undersigned and the undersigned's successors and permitted assigns.
18. The representatives of the undersigned are duly authorized and fully qualified to execute this instrument.
19. The undersigned acknowledges and agrees that Purchaser and Agent (and their successors and/or assigns) shall be entitled to rely on the undersigned's certifications, representations and warranties set forth herein.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has caused this estoppel certificate to be executed and delivered as of the date first written above.

CITY OF BONDURANT, IOWA

By: _____
Curt Sullivan
Mayor

[Signatures Continue on Following Page]

Exhibit A

Agreement

[See attached]

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CNG

Doc ID: 035770470023 Type: GEN
Kind: AGREEMENT MISCELLANEOUS
Recorded: 10/26/2020 at 12:24:17 PM
Fee Amt: \$117.00 Page 1 of 23
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2020-00046942
BK 18149 PG 418-440

RECORDER'S COVER SHEET

Prepared By: John P. Danos, Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50390; (515) 283-1000

Taxpayer Information: Ryan Bondurant, LLC c/o Ryan Companies US, Inc.,
111 E. Grand Avenue, Suite 200, Des Moines, IA, 50309; 515-412-5512.

RETURN TO:

Return Document to: City of Bondurant, Iowa, PO Box 37, 200 2nd Street NE,
50035; 515-967-2418

Title of Document: Development Agreement

Grantor: N/A

Grantee: N/A

Legal Description: See Exhibit A

Reference to Prior Recorded Document(s), if any: N/A

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Bondurant, Iowa (the “City”) and Ryan Bondurant, LLC, a Delaware limited liability company (the “Company”), as of September 22, 2020 (the “Effective Date”).

WHEREAS, the City has established the Bondurant Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company intends, but is not by this Agreement obligated, to acquire certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the development of the Property, including (1) the construction of certain infrastructure improvements (the “Company Infrastructure Project”); and (2) the construction of a facility containing warehouse and distribution facilities and office space (collectively, the “Industrial Project”); and

WHEREAS, the Company anticipates that the Industrial Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Industrial Project, in order for the Industrial Project to be successful, both for the Company and the City. The Company is unwilling to risk such capital and resources without sufficient assurances from the City that, among other things: (i) the Property has been adequately entitled and zoned to permit the development and operation of the Industrial Project, (ii) all required permits, approvals and entitlements for the Industrial Project have been granted, (iii) all necessary public infrastructure will be available to facilitate and support the development and operation of the Industrial Project, (iv) the City zoning ordinance, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project will remain unchanged with respect to the Property and the Industrial Project and (v) the City is committed to facilitate and assist the Company in the development and operation of the Industrial Project.

WHEREAS, the City finds developments such as the Industrial Project to be in the public interest of its citizens and thus desires to encourage and aid the Industrial Project in order to recruit the Industrial Project to the City; and

WHEREAS, in order to encourage and aid the development of the Property and the construction and operation of the Industrial Project, the City will (i) undertake the installation of certain public infrastructure improvements (the “City Infrastructure Project”); and (ii) reimburse the Company for certain costs of the Company Infrastructure Project; and

WHEREAS, the City intends to issue its bonded indebtedness (the “Bonds”) in order to pay the costs of the City Infrastructure Project and the Company Infrastructure Project;

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

NOW THEREFORE, the parties hereto agree as follows:

1. Company's Covenants

(a) **Industrial Project Construction.** If the Company elects in its sole and absolute discretion to develop the Property with the Industrial Project, the Company agrees to construct the Industrial Project on the Property and to maintain and use the completed Industrial Project as part of its business operations throughout the Term, as hereinafter defined. Furthermore, the Company agrees to invest not less than Thirty Million Dollars (\$30,000,000) into capital improvements for the Industrial Project, including construction work, equipment, furnishings and other capital improvements. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Industrial Project to the City which was approved on August 10, 2020 and is set forth as Exhibit B hereto. The Company agrees to construct the Industrial Project in substantial accordance with the Site Plan. The City agrees that minor deviations from the Site Plan, including without limitation the following specified deviations, shall be deemed to be in substantial accordance with the Site Plan and shall not require any further approval from City:

- (i) Changes in the alignment and location of structures that do not exceed seventy-five (75') feet in any direction;
- (ii) The floor area of any single building is increased by less than ten percent (10%) or the floor area of any building is reduced;
- (iii) Any other deviations that do not violate the Applicable Rules (as defined herein).

Subject to Section 13(b) below, the Company will maintain compliance with local zoning, land use, building and safety codes and regulations.

(b) **No Obligation to Develop.** Nothing in this Agreement shall be construed to require the Company to proceed with developing the Industrial Project or any portion thereof.

2. Company Infrastructure Project Construction. If the Company elects in its sole and absolute discretion to develop the Property with the Industrial Project, the Company agrees to cause the construction of the Company Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit C hereto. Prior to constructing the Company Infrastructure Project, the Company will submit copies of all engineering documents related to the proposed Company Infrastructure Project to the City for review. The City shall, within ten (10) business days after such engineering documents are submitted to the City, either approve such engineering documents or request reasonable changes in such documents to ensure compliance with any applicable ordinances or regulations. The City shall, within ten (10) business days after Company re-submits engineering documents responsive to City's request for reasonable changes, either approve such engineering documents or request reasonable changes in such documents to ensure compliance with any applicable ordinances or regulations. If City does not timely approve or request any reasonable changes in such documents to ensure compliance with any applicable ordinances or regulations, such engineering documents shall be deemed to be approved. Company shall have no other obligations with respect to offsite infrastructure improvements except as set forth on Exhibit C. The City shall retain all rights to inspect the completed Company Infrastructure

Project to ensure the same complies with the Code of Ordinances of the City of Bondurant (the “City Code”). Upon completion of the Company Infrastructure Project by the Company and acceptance of the same by the City, the Company will provide the City with either a quitclaim deed or permanent easement to the improvements and related right-of-way comprising the Company Infrastructure Project, which shall thereafter be maintained by the City.

3. Company Infrastructure Costs Documentation. Upon completion of the Company Infrastructure Project, the Company agrees to provide documentation (the “Costs Documentation”) detailing the costs (the “Company Infrastructure Costs”) incurred in the completion thereof, including invoices and such other documentation as is reasonably requested by the City, confirming that such Company Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the construction of the Company Infrastructure Project and that such Company Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction. The Company will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

The Company Infrastructure Costs may include costs relating to land acquisition costs, designing and constructing the Company Infrastructure Project, landscaping and grading the Company Infrastructure Project, interest expense and other costs of financing, and other reasonably related or incidental costs of carrying out the Company Infrastructure Project.

4. Minimum Assessment Agreement. The Company agrees to enter into an assessment agreement (the “Assessment Agreement”), pursuant to Section 403.6 of the Code of Iowa, fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the proposed Industrial Project, at not less than Twenty Million Dollars (\$20,000,000) (the “Minimum Assessed Valuation”) as of January 1, 2021 (the “First Valuation Date”). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Polk County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompletion of the Industrial Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit E and shall remain in effect throughout the Term, as hereinafter defined, of this Agreement.

5. Property Taxes.

(a) **Payment of Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property throughout the Term (as hereinafter defined) and to submit evidence of each such payment. The Company shall have the right, to the extent permitted by law, and subject to the Assessment Agreement (as hereinafter defined), to protest, and oppose any taxes levied or values assessed against the Property. City staff shall not during the Term recommend or support any new taxes that are applicable solely to the Industrial Project or the Property or with the express or inferred intent to specifically or inequitably target the Industrial Project or the Property.

(b) **Taxability of Property.** The Company shall not, during the Term, as hereinafter defined, cause or voluntarily permit the Property or the completed Industrial Project to become exempt from property taxation whether through the application for property tax exemption or abatement, the sale or leasing of such Property and/or Industrial Project to an entity that is exempt

from property taxation or through any other means. The Company hereby expressly waives its right to apply for property tax exemption under the City's urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa.

6. Insurance.

(a) The Company, and any successor in interest to the Company, shall obtain and continuously maintain insurance on the Property and the completed Industrial Project and, from time to time at the request of the City, furnish certificates of insurance to the City evidencing that the premiums for such insurance have been paid and the insurance is in effect. The Company may delegate its obligations under Section 6(a)(i) to the developer in charge of the Industrial Project. The insurance coverage described below is the minimum insurance coverage that the Company must obtain and continuously maintain, provided that the Company shall obtain the insurance described in clause (i) below prior to the commencement of construction of the Industrial Project (excluding excavation and footings):

- (i) Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the full replacement value of the Industrial Project at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.
- (ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) naming the City, as an additional insured for any claims not subject to the defense of governmental immunity ("Governmental Immunity") under Section 670.4 of the Iowa Code, or successor provisions, with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used), written on an occurrence basis. The Company acknowledges that the City has not waived the defense of Governmental Immunity as defined above.
- (iii) Workers compensation insurance, with statutory coverage.

(b) All insurance required in this Section shall be obtained and continuously maintained in responsible insurance companies selected by the Company or its successors that are authorized under the laws of the State of Iowa to assume the risks covered by such policies. Unless otherwise provided in this Section, each policy must contain a provision that the insurer will not cancel the policy without giving written notice to the insured at least thirty (30) days before the cancellation becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, the Company, or its successors or assigns, must renew the existing policy or replace the policy with another policy conforming to the provisions of this Section. In lieu of separate policies, the Company or its successors or assigns, may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein.

(c) The Company, its successors or assigns, agrees to notify the City promptly in the case of damage exceeding \$250,000 in amount to, or destruction of the Industrial Project resulting from fire or other casualty. In the event of such a casualty which results in insurance proceeds being claimed and paid to the Company, to the extent permitted by any mortgagee on the Property, the Company agrees to apply the proceeds from any and all casualty claims against the insurance

detailed in this Section to the restoration and improvement of the Property and/or the Industrial Project; provided, that so long as the Industrial Project satisfies the minimum improvement value as set forth herein, the Company shall have no obligation to restore the Industrial Project in excess of its then-current value, as determined by the property tax assessor, and, provided further, Company shall have no obligation to apply such proceeds to the restoration of the Property and/or the Industrial Project if the casualty occurs during the last two years of the Term, as hereinafter defined.

7. **Default; Remedies.** In the event of a default of this Agreement, the non-defaulting party shall provide written notice of the default to the defaulting party and shall specify a period of not less than fifteen (15) days during which the defaulting party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default, through no default of the defaulting party, cannot reasonably be cured within the cure period provided in such notice, (ii) the curing party notifies the non-defaulting party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing party has theretofore been diligent in pursuing the cure and (iv) the curing party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion within the specified cure period, as the same may be extended pursuant to this Section 7. If the defaulting party fails to cure the default during the specified cure period, as the same may be extended pursuant to this Section 7, the non-defaulting party may either (a) terminate this Agreement and seek damages from the defaulting party or (b) enforce this Agreement by the remedy of damages or specific performance or both. Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the parties, each party hereby waives all claims against the other party for any consequential, reliance, exemplary, speculative, punitive, special or indirect damages that may arise out of or relate to this Agreement, and City agrees that Company shall not be liable for any lost or foregone tax revenues or damages, liabilities, fees, costs, expenses, penalties diminishment in value, losses or payments (including any lost or foregoing tax revenues) that exceed, in the aggregate, the financial benefits realized by the Company under this Agreement.

8. **City's Obligations**

(a) **Review of Public Infrastructure Cost Documentation.** The City public staff will review the Costs Documentation upon receipt from the Company. If the City determines the Company Infrastructure Costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the Company Infrastructure Project, the City shall record a summary of the date, amount and nature of the costs (the "Accepted Company Infrastructure Costs") on the Summary of Accepted Company Infrastructure Costs attached hereto as Exhibit F, and such summary shall be the official record of the Accepted Company Infrastructure Costs for purposes of tallying the Maximum Reimbursement Amount, as defined in Section 8(b) of this Agreement. If the City reasonably determines the costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Company Infrastructure Project, the City shall notify the Company of such determination within fifteen (15) days of receipt of the Costs Documentation. The Costs Documentation, and accompanying costs, shall be deemed to be approved by the City if not timely rejected by the City within such fifteen (15) day period. In the event of an adverse determination by the City, the Parties will meet in good faith to discuss such determination and determine if such determination should be reversed or modified. If the parties cannot resolve the

dispute, the claim shall be submitted to an independent third party accounting firm mutually agreed to by the parties for review and final resolution, which review shall be concluded within thirty (30) days of submittal and shall be binding upon both parties. The parties shall share the documented costs of the independent third party accounting firm to review the claim.

(b) **Reimbursement of Accepted Company Infrastructure Costs.** The City hereby agrees to reimburse the Company for the Accepted Company Infrastructure Costs in an aggregate maximum amount (the “Maximum Reimbursement Amount”) equal to the lesser of (i) the Accepted Company Infrastructure Costs, or (ii) Four Million One Hundred Eighty-seven Thousand Eight Hundred Dollars (\$4,187,800), in accordance with this Section 8(b).

Within thirty (30) days of receipt from the Company of acceptable Costs Documentation, the City agrees to reimburse the Company in an amount equal to the Maximum Reimbursement Amount.

9. **Design and Construction of City Infrastructure Project.** The City agrees to cause the completion of the City Infrastructure Project in accordance with the timeline and plans and specifications set forth on Exhibit C hereto, and in no event will Phase II (as the same is depicted in Exhibit C) of the City Infrastructure Project be completed later than July 1, 2021 (the “Outside Completion Date”). The current cost estimate for the City Infrastructure Project at the time of execution of this Agreement is \$ 3,070,000 (the “City Infrastructure Cost Estimate”). Notwithstanding the foregoing, the Company acknowledges and agrees that the City shall not be obligated to commence construction of the City Infrastructure Project until the Company has delivered to the City a written notice to proceed (a “NTP”) together with reasonable evidence indicating that the Company has commenced the Industrial Project. If the Company has not delivered a NTP to the City on or before October 30, 2020, the Outside Completion date shall be adjusted one day later for each day that the Company does not deliver a NTP to the City.

The City agrees to procure construction contracts for the City Infrastructure Project through the statutory process for public bid letting set forth in Chapter 26 of the Code of Iowa and otherwise in accordance with applicable law. To the extent that the bids received for the construction of the City Infrastructure Project are higher than the City Infrastructure Cost Estimate such that the actual cost of the City Infrastructure Project is projected to exceed the City Infrastructure Cost Estimate by a factor of 5% or more, then the City will consult with the Company prior to awarding the contract, and the two parties will negotiate in good faith an arrangement to cover or reduce the overage. The arrangement may include the payment of the overage by the Company, not to exceed overage of five percent (5%) over the City Infrastructure Cost Estimate, modifications to the City Infrastructure Project, to the extent allowed under Chapter 26 of the Code of Iowa, and/or rejection of the bids and modification of the timeline and specifications for the City Infrastructure Project so that its costs are no longer likely exceed the City Infrastructure Cost Estimate, which modifications may include changing or eliminating certain elements of specifications, in all events subject to the Company’s approval, which approval shall not be unreasonably withheld, conditioned or delayed.

10. **The Bonds.** The City will sell the Bonds in order to cover the anticipated costs of the City Infrastructure Project and the Maximum Reimbursement Amount less the anticipated R.I.S.E. grant award from the State of Iowa. If the R.I.S.E. grant is not provided by the State of

Iowa, or otherwise becomes unavailable, the City will fund the City Infrastructure Project costs and the Maximum Reimbursement Amount either through the issuance of additional bonded indebtedness or other lawful means.

11. **Building Permit and SAC/WAC Fees.** The building permit fees for the Industrial Project have been determined by the City to be an amount not to exceed \$650,000. In addition to such building permit fees, the SAC/WAC Fees are \$2,328/ac sewer charge, and \$2,267/ac water charge. All costs for SAC/WAC are included in the lump sum amount of \$221,639.83 for the 48.235 acres associated with the Industrial Project. Additional SAC/WAC Fees may be imposed for future development on adjacent land owned by the Company or sold to third parties. The Company shall not be responsible for any other fees associated with the development or construction of the Industrial Project except as specifically set forth in this Section 11.

12. **Entitlements.**

(a) **Entitlement to Develop.** The City represents to the Company that as of the Effective Date: (i) the Property is properly zoned pursuant to the Zoning Ordinance for the Industrial Project; and (iii) no rule, regulation, ordinance or official policy of the City (collectively, the “Applicable Rules”) prohibits, prevents or encumbers the development, completion, operation or occupancy of the Industrial Project or any portion thereof. The Company has the vested right to develop and operate the Industrial Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the industrial Project or any portion thereof (including any equipment used in operating the Industrial Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Industrial Project or any portion thereof (including any equipment used in operating the Industrial Project), subject only to the Applicable Rules. To the extent that the Project or any portion thereof (including any equipment used in operating the Project) is remodeled, renovated, rehabilitated, rebuilt, replenished or replaced, the Company may locate the Project or any portion thereof (including any equipment used in operating the Project) at any location within the City, subject only to the Applicable Rules.

(b) **Changes in Applicable Rules.** No addition to, or modification of, the Applicable Rules, including any zoning, land use or building regulation, adopted or effective after the Effective Date, shall be applied to the Industrial Project or the Property, unless the Company elects in its sole discretion upon notice to the City to have such addition or modification apply to the Industrial Project or the Property or any portion thereof, in which case such addition or modification shall be deemed incorporated into the Applicable Rules with respect to the Industrial Project or the Property or such portion thereof, as applicable. The City represents to the Company that no Applicable Rule conflicts with the provisions of this Agreement. If applicable state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as necessary to comply with such state or federal laws or regulations. The City shall not add or modify any Applicable Rule, including any zoning, land use or building regulation, with the express or inferred intent to specifically or inequitably target the Industrial Project, the Property or the warehousing and distribution industry or in a manner that adversely affects the Industrial Project, the Property or the warehousing and distribution industry. City staff shall not support or initiate any zoning application to convert any property adjacent to the Property to residential purposes, unless such

zoning application includes at least a one hundred foot (100') setback from any property line adjacent to the Property.

(c) Alternative Energy. The City acknowledges that the Company is exploring (but shall not be obligated to pursue) options to use alternative energy sources, including solar panels, geothermal cooling and wind energy, to operate the Industrial Project or a portion thereof. The City represents to the Company that such alternative energy sources are permitted uses on the Property under the Applicable Rules.

(d) Moratoria or Interim Control Ordinances. No ordinance, resolution, policy or other measure enacted after the Effective Date that relates directly or indirectly to the Industrial Project or to fees associated with or the timing, sequencing or phasing of the development or construction of the Industrial Project shall apply to the Property or this Agreement, unless it is (i) reasonably found by the City to be necessary to the public health and safety of the residents of the City and (ii) generally applicable on a City-wide basis (except to the extent necessary in the event of a natural disaster).

(e) Project Approvals. The City represents to the Company that the Project Approvals (as hereinafter defined) are the only permits, approvals, reviews and actions that are required to commence and complete the development of the Industrial Project and the Company Infrastructure Project under the Applicable Rules. Nothing herein shall prohibit the Company from seeking other or further permits, approvals, reviews or other actions in connection with the Project or the Company Infrastructure Project as may be deemed necessary or desirable by the Company in its sole discretion. The City has taken all of the actions with respect to the Project Approvals indicated on Exhibit G and shall process any and all remaining Project Approvals in accordance with the timeframes set forth on Exhibit G. The term "Project Approvals" means the permits, approvals, reviews and other actions set forth on Exhibit G attached hereto.

(f) Other Approvals. The City shall assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Property, the Industrial Project or the Company Infrastructure Project and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Industrial Project or the Company Infrastructure Project. If City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall take final action within ten (10) business days following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process.

13. Mortgages.

(a) Mortgages. Provided the Company is not then in default as provided in this Agreement, this Agreement shall not prevent or limit the Company from encumbering the Property or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more mortgage, deed of trust, sale and leaseback or other form of secured financing (collectively, "Mortgages") with respect to the construction, development, use or operation of the industrial Project or any portion thereof. The City acknowledges that the holder of a Mortgage

("Mortgagee") may require certain interpretations and modifications of this Agreement. Upon the Company's request from time to time, the City shall meet with the Company and such Mortgagees to negotiate in good faith any such requests for interpretation or modification. The City shall not withhold its consent to any such requested interpretation or modification that is consistent with the intent and purposes of this Agreement.

(b) **Mortgagee Not Obligated.** A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement.

(c) **Mortgagee Notice and Cure Rights.** If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. A Mortgagee shall have the right, but not the obligation, to cure such default within one hundred twenty (120) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

(d) **Disaffirmation.** If this Agreement is terminated with respect to a portion of the Property by reason of any default by the Company or as a result of a bankruptcy proceeding of the Company, or if this Agreement is disaffirmed by a receiver, liquidator or trustee for the Company or its property, then the City, if requested by a Mortgagee, shall negotiate in good faith, with the most senior requesting Mortgagee, a new development agreement for the Project as to such portion of the Property. This Agreement does not require any Mortgagee or the City to enter into a new development agreement pursuant to this Section 13(a).

14. Estoppel Certificate. At any time, and from time to time, either party may deliver written notice to the other party requesting that such other party certify in writing that, to the knowledge of the certifying party: (i) this Agreement is in full force and effect and a binding obligation of the parties; (ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the requesting party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an "Estoppel Certificate"). The City Administrator or its authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 14. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Property.

15. Administrative Provisions

(a) **Amendment and Assignment.** The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property, provided that such subsequent owner agrees in writing to assume the obligations of the Company under this Agreement. If the Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder.

(b) **Successors; No Third-Party Beneficiaries.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties. The only parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

(c) **Term.** The term (the "Term") of this Agreement shall commence on the Effective Date and end on the date that is twelve (12) years later. Notwithstanding the foregoing or anything else to the contrary in this Agreement, Company may, at any time prior to the issuance of a NTP, terminate this Agreement upon written notice specifying the effective date of termination. If the Company elects to terminate the Agreement as provided in this Section 15(c), the Company shall be relieved of all its obligations and liabilities under this Agreement accruing from and after the date of such termination; provided, however, if as of the date of such termination, the Company has acquired fee simple title to the Property, the Company agrees to complete rough grading of the roadway and installation of utilities for storm sewer, sanitary sewer and water for Project 1A, Project 1B, Project 1C and Project 1D as depicted in Exhibit C attached hereto and incorporated by reference herein at no cost to the City. The City agrees that the Company shall not be required to install rock sub-base or to pave the roadway contemplated in Project 1A and Project 1B.

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

(e) **Force Majeure.** If due to the occurrence of a Force Majeure Event a party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. For purposes of this Agreement, "Force Majeure" means a matter beyond the reasonable control of the party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, pandemic, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Iowa.

(f) **Waivers.** Neither party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving party and specifically describing the condition or breach waived. The waiver by either party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

(g) **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and

the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

(f) **Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

(g) **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

a) In the case of the Company, is addressed to or delivered personally to Ryan Bondurant, LLC c/o Ryan Companies US, Inc., 111 E. Grand Avenue, Suite 200, Des Moines, IA, 50309; 515-412-5512.

b) In the case of City, is addressed to or delivered personally to City Administrator, City Hall, 200 2nd St. NE, Bondurant, Iowa 50035.

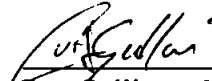
c) The City or the Company may, upon written notice to the other, change the address to which such notices and demands are made.

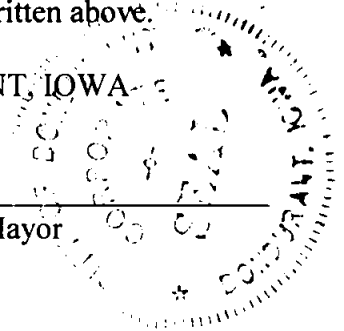
[Signature Pages Follow.]

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

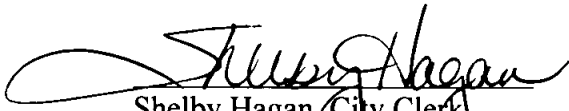
CITY OF BONDURANT, IOWA

By:


Curt Sullivan, Mayor



Attest:


Shelby Hagan, City Clerk

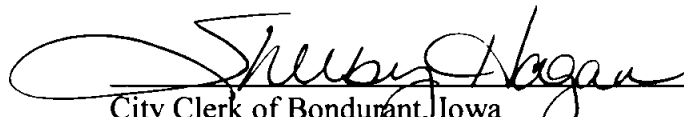
STATE OF IOWA)

) ss.

COUNTY OF POLK)

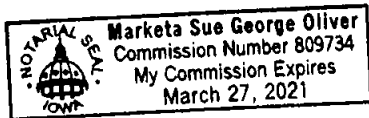
I, Shelby Hagan, City Clerk of the City of Bondurant, Iowa, do hereby certify that the within and foregoing Development Agreement was duly approved and accepted by the City Council of said City of Bondurant by Resolution No. 200810-221, passed on the day of August 10, 2020, and this certificate is made pursuant to authority contained in said Resolution.

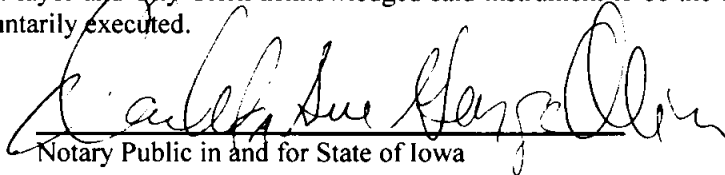
Signed this 20th day of October, 2020.


City Clerk of Bondurant, Iowa

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 26th day of October, 2020, before a Notary Public in and for the State, personally appeared Curt Sullivan and Shelby Hagan, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Bondurant, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.




Notary Public in and for State of Iowa

RYAN BONDURANT, LLC, a Delaware
limited liability company

By: Ryan Companies US, Inc.,
its Sole Member

By: 
Michael R. McElroy
Its: Chief Investment Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 23rd day of October, 2020, before me a Notary Public in and for said county and state, personally appeared Michael R. McElroy, known to me to be the identical person who subscribed (his/her) name to the foregoing as Chief Investment Officer of Ryan Companies US, Inc., the Sole Member of Ryan Bondurant, LLC, a Delaware limited liability company, and acknowledged the execution thereof to be (his/her) voluntary act and deed and the voluntary act and deed of said limited liability company.


Notary Public

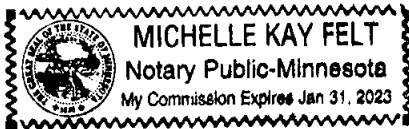


EXHIBIT A
DESCRIPTION OF THE PROPERTY
Lot 1 of Shiloh Rose Business Park Plat 1, Bondurant, Polk County, Iowa

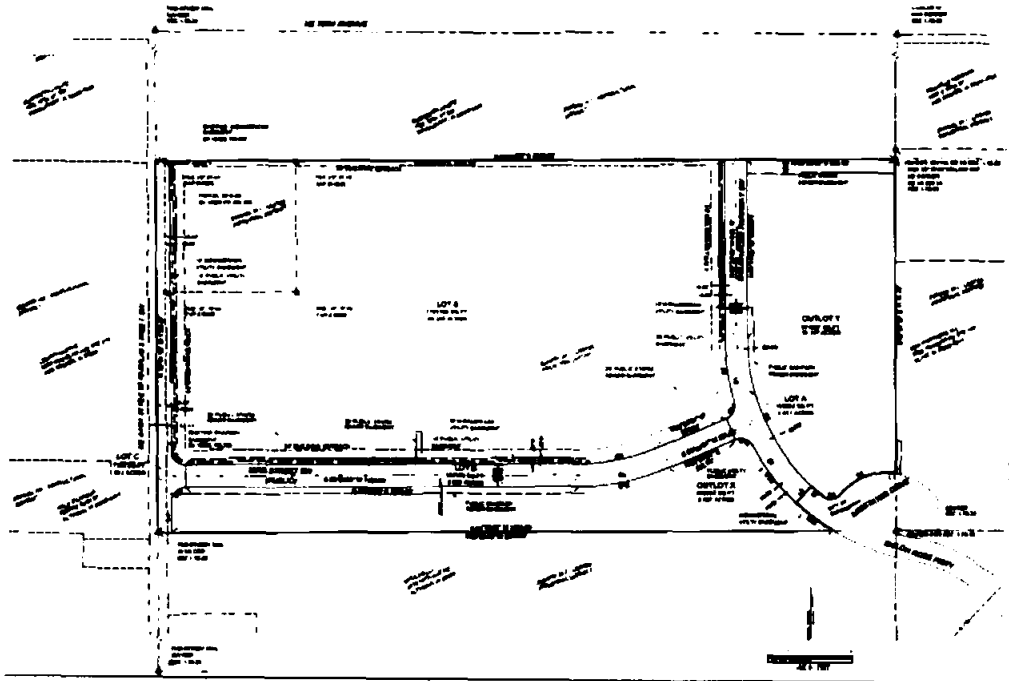
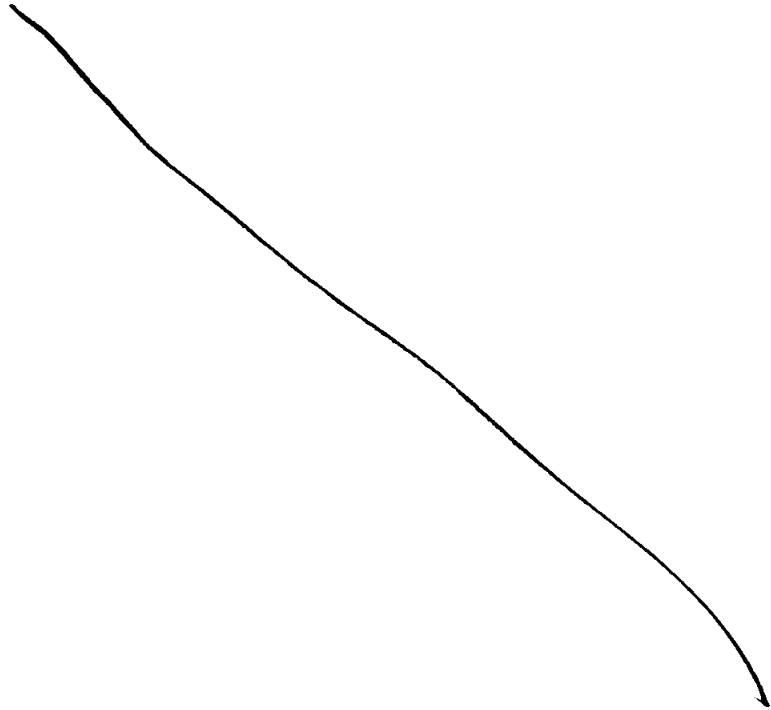


EXHIBIT B
SITE PLAN

[ATTACH SITE PLAN HERE]



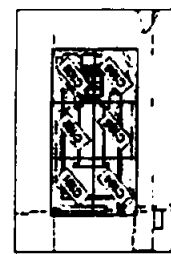


EXHIBIT C
TIMELINE AND SPECIFICATIONS FOR COMPANY
INFRASTRUCTURE PROJECT

[REFER TO ATTACHED CONCEPTUAL MAP]

Completion of Elements 1A through 1D is December 31, 2020

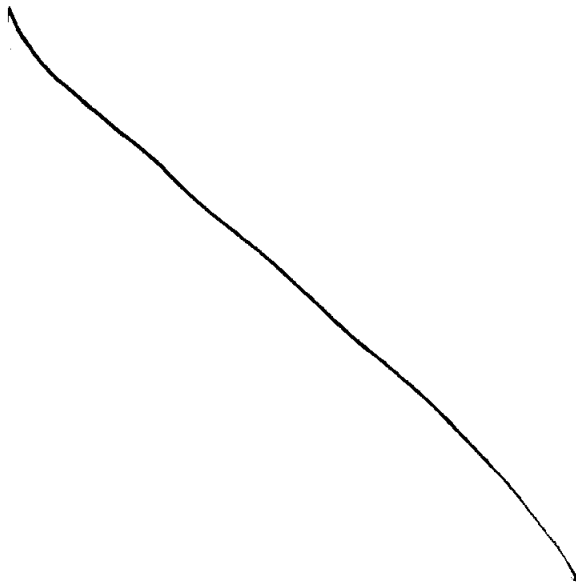
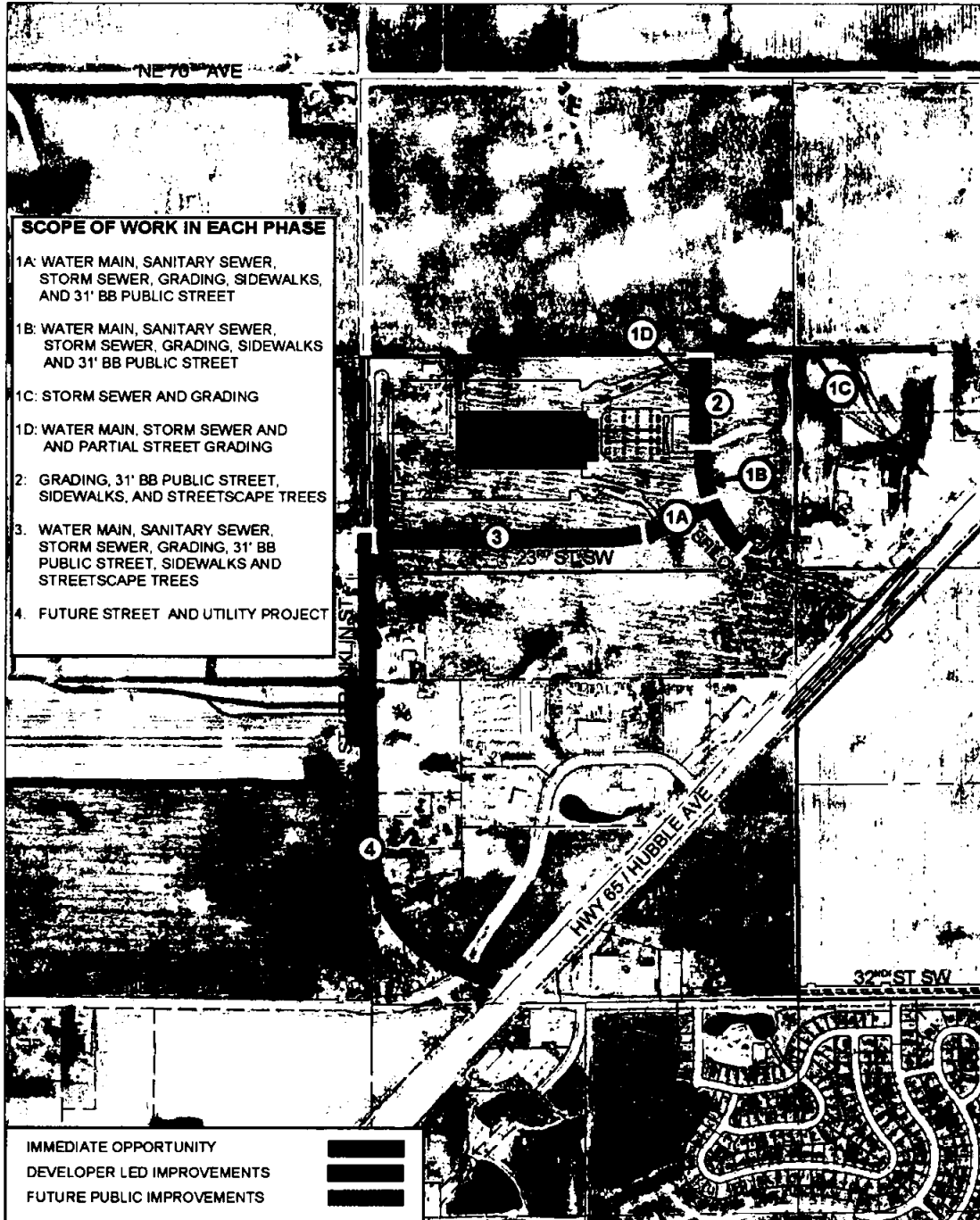


EXHIBIT C



JULY 2020

Proposed Roadway Exhibit
Project Omega - Bondurant, IA



0 400 800
SCALE IN FEET

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

EXHIBIT D
**FORM OF COVER PAGE FOR COMPANY INFRASTRUCTURE
PROJECT COSTS DOCUMENTATION**

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Company Infrastructure Project.

RYAN BONDURANT, LLC

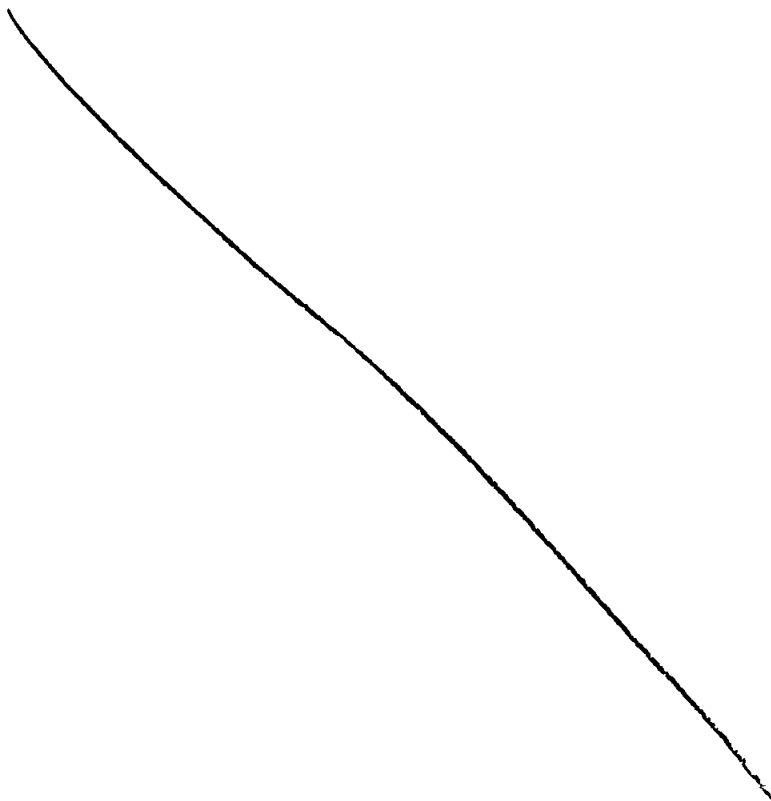
By: _____

Title: _____

Reviewed and accepted by the City of Bondurant, Iowa this ____ day of _____, 20__.

By: _____
City Administrator

EXHIBIT E
MINIMUM ASSESSMENT AGREEMENT



52
CHY JPD



Doc ID: 035770480010 Type: GEN
Kind: AGREEMENT MISCELLANEOUS
Recorded: 10/26/2020 at 12:24:39 PM
Fee Amt: \$52.00 Page 1 of 10
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2020-00046943
BK 18149 PG 441-450

RECORDER'S COVER SHEET

Prepared By: John P. Danos, Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50390; (515) 283-1000

Taxpayer Information: Ryan Bondurant, LLC c/o Ryan Companies US, Inc.,
111 E. Grand Avenue, Suite 200, Des Moines, IA, 50309; 515-412-5512.

RETURN TO:

Return Document to: City of Bondurant, Iowa, PO Box 37, 200 2nd Street NE,
50035; 515-967-2418

Title of Document: Development Agreement

Grantor: N/A

Grantee: N/A

Legal Description: See Exhibit A

Reference to Prior Recorded Document(s), if any: N/A

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the 22nd day of September, 2020, by and among the City of Bondurant, Iowa (the "City"), Ryan Bondurant, LLC (the "Property Owner"), and the County Assessor of Polk County (the "Assessor").

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the "Property"), which is located in the Bondurant Urban Renewal Area in the City; and

WHEREAS, the Property Owner has undertaken the construction of new industrial facilities (the "Project") on the Property for use in its business operations; and

WHEREAS, a development agreement (the "Development Agreement"), dated September 22, 2020, has been executed between the City and the Property Owner in connection with the Property Owner's investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2021, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2021, the minimum actual value which shall be assessed for the Property, taking into account the improvements to be constructed thereon, shall be Twenty Million Dollars (\$20,000,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the "Minimum Actual Value") set forth in Section 1 above shall become and remain effective as of January 1, 2021, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. This Agreement, and the Minimum Actual Values established herein, shall be effective until such time as the City's obligations to repay the Bonds (as defined in the Development Agreement) have been satisfied in-full, both as to principal and interest.

5. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa, (2019) or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value or the Company's right to challenge any assessments in excess of such Minimum Actual Value.

6. This Agreement shall be promptly recorded with the Polk County Recorder, along with a copy of Iowa Code Section 403.6.

Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

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

CITY OF BONDURANT, IOWA

By: _____

Mayor

Attest:

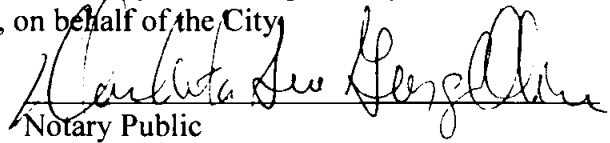

City Clerk

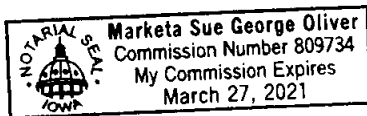
STATE OF IOWA)

SS:

COUNTY OF POLK)

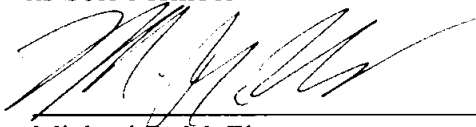
The foregoing instrument was acknowledged before me this 26th day of October, 2020 by Curt Sullivan and Shelby Hagan, the Mayor and City Clerk, respectively, of Bondurant, Iowa, a municipal corporation of the State of Iowa, on behalf of the City


Notary Public



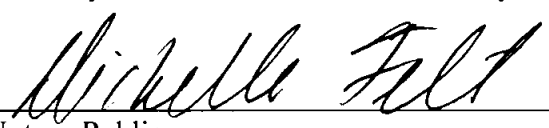
RYAN BONDURANT, LLC, a Delaware
limited liability company

By: Ryan Companies US, Inc.,
its Sole Member

By: 
Michael R. McElroy
Its: Chief Investment Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 23rd day of October, 2020, before me a Notary Public in and for said county and state, personally appeared Michael R. McElroy, known to me to be the identical person who subscribed (his/her) name to the foregoing as Chief Investment Officer of Ryan Companies US, Inc., the Sole Member of Ryan Bondurant, LLC, a Delaware limited liability company, and acknowledged the execution thereof to be (his/her) voluntary act and deed and the voluntary act and deed of said limited liability company.


Notary Public

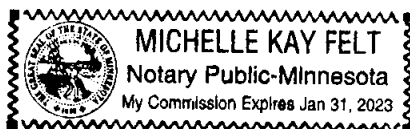


EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

Lot 1 of Shiloh Rose Business Park Plat 1, Bondurant, Polk County, Iowa

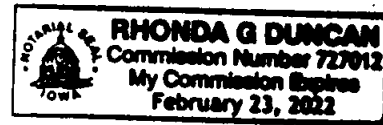
CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Twenty Million Dollars (\$20,000,000) until termination of the Agreement.

Tony R. Rine
County Assessor for Polk County,
State of Iowa

Subscribed and sworn to before me this 23rd day of October, 2020.

Rhonda G. Duncan
Notary Public



LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
) SS:
COUNTY OF POLK)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

EXHIBIT F

[illegible]

EXHIBIT G
PROJECT APPROVALS

Site Plan Approval
Plat Approval
Grading Permit
Construction Drawings
Stormwater Report
Traffic Impact Study
Building Permit



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

Item No. 5.i.
For Meeting of 7/26/2021
Resolution

TITLE: -Resolution accepting quit claim deed for street (Shiloh Rose Parkway) - Project Omega

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Attached is a resolution accepting the quit claim deed that transfers Shiloh Rose Parkway (the 2300 block) to the City of Bondurant. This street was constructed as part of Project Omega and was one of the improvements outlined in the Development Agreement with Ryan Bondurant, LLC, approved by the City Council in August, 2020. The Council approved the acceptance of the infrastructure in May of this year.

The quit claim deed and resolution will be available Monday.

FUNDING SOURCE: The project is funded with TIF bonds, grants, and developer fees.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 7.a.
For Meeting of 7/26/2021
Ordinance

TITLE: -(Second Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the Zoning Classification of Certain Real Estate from Conservancy (U-1) to General Commercial (C-2)

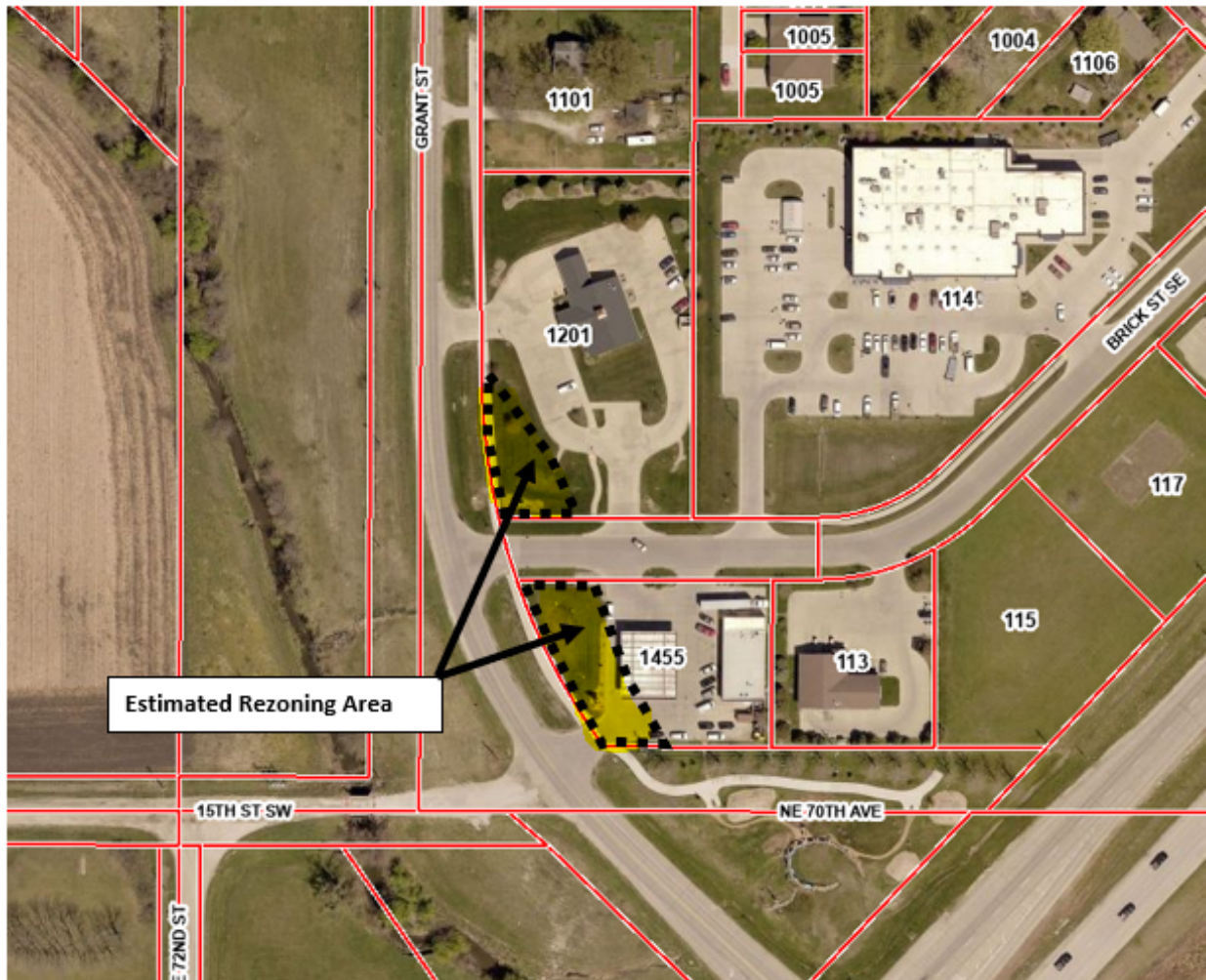
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

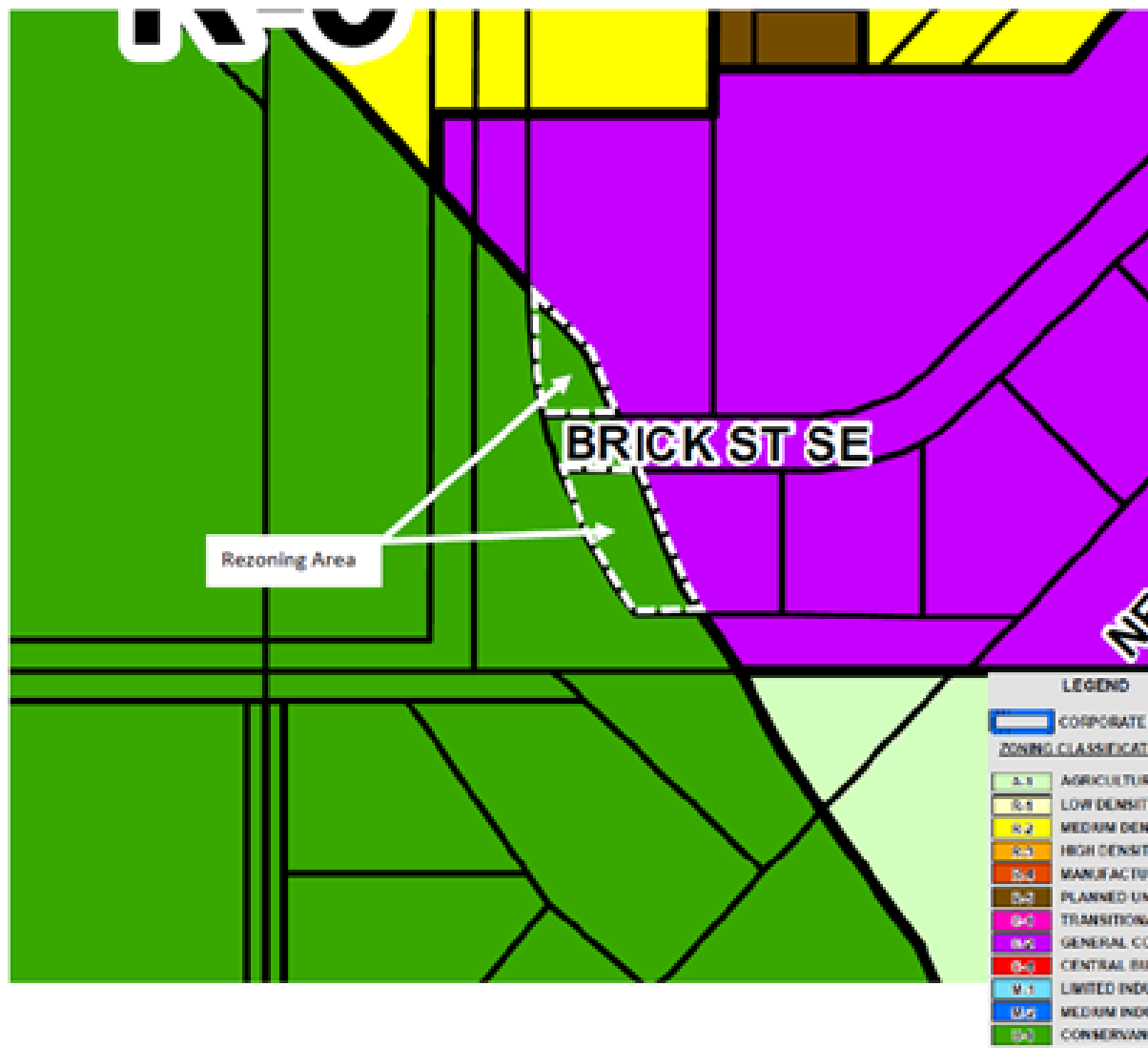
BRIEF HISTORY & ANALYSIS: Brief History

The City is initiating a request for rezoning from Conservancy (U-1) to General Commercial (C-2) for those portions currently zoned U-1 on properties at Casey's General Store at 1455 Grant Street South and Legacy Bank at 1201 Grant Street South.

Area Map:



Area Zoning Map:



The purpose of this rezoning is to clean-up the boundaries of the U-1 District in this area of Bondurant. The U-1 District was established back in 2002 as a result of the 2001 Comprehensive Plan. Per Section 178.15 of the Zoning Code, “the U-1 District is intended and designed to encompass certain areas of the city which are subject to flood hazard”. Section 178.15 of the Zoning Code also notes, “it is further the intention of this section that no reclassification of any lands zoned “U-1” be undertaken, unless and until suitable measures have been taken to ensure that the flood hazard no longer exists”. The list below explains reasoning to consider rezoning from U-1 to C-2:

- The 2001 Comprehensive Plan guided for park/open space in this rezoning area, however, the current 2012 Comprehensive Plan does not. The 2012 Comprehensive Plan clearly shows the Casey’s and Legacy Bank parcels to be used for commercial use.
- Commercial use is how these two sites have historically been used. Casey’s has existed at its location since 1999 and Legacy Bank has existed at its location since 2005.
- At the time the 2002 U-1 zoning was approved, the City did not have its Stream Buffer Ordinance in place. The purpose of the 2018-adopted Stream Buffer Ordinance is, “to establish minimum requirements for the design of buffers to protect streams and creeks within the

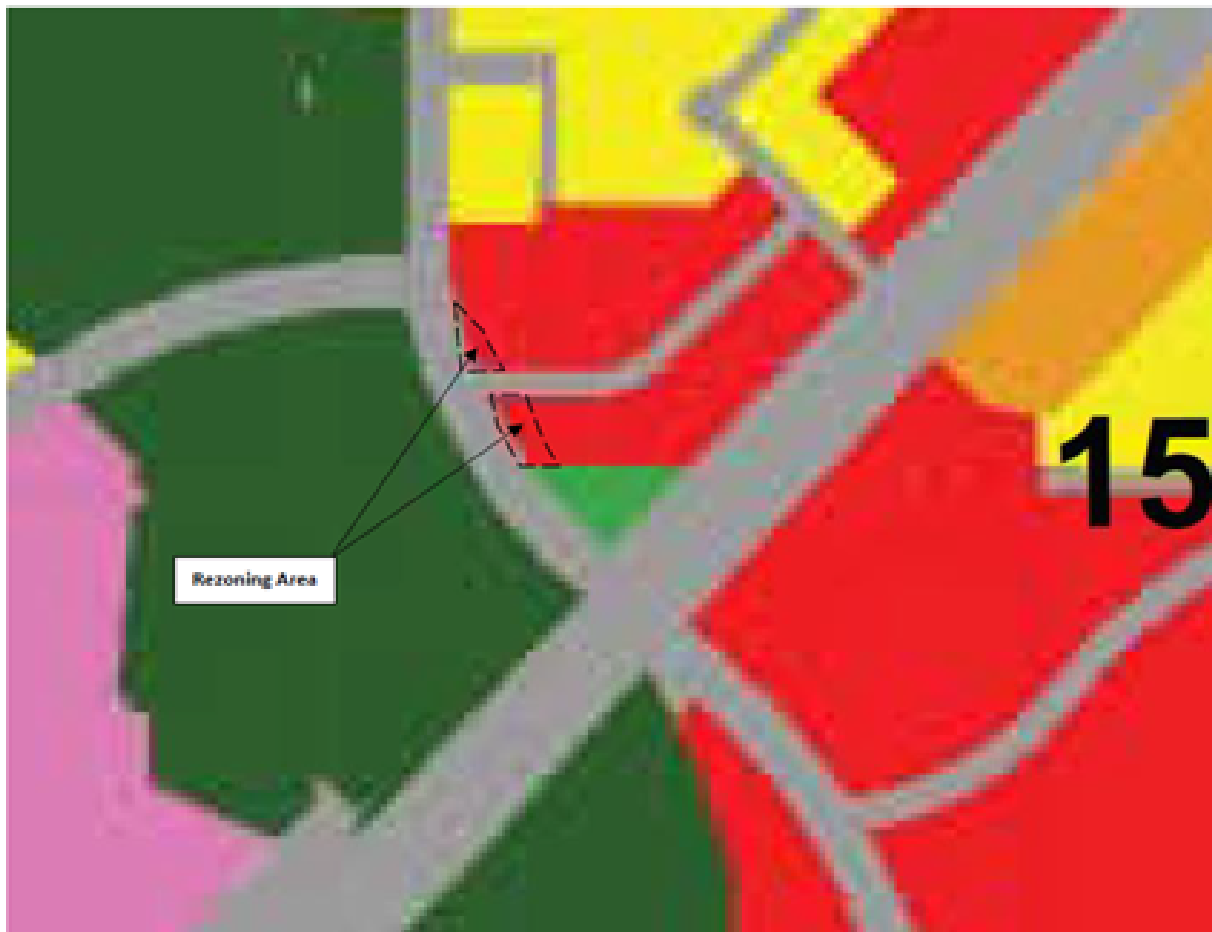
jurisdiction of the City of Bondurant". Neither the Casey's parcel nor the Legacy Bank parcel touches the Stream Buffer Ordinance area.

- At the time the 2002 U-1 zoning was approved, the current 2019 FEMA Flood Insurance Rate Map (FIRM) did not exist. This 2019 FIRM clearly shows the areas of Bondurant which are subject to FEMA's 100-Year and 500-Year floodplains. Neither the Casey's parcel nor the Legacy Bank parcel touches the 100-year or 500-year floodplain areas.
- Bob Veenstra, City Engineer, has reviewed this potential rezoning and has noted no concerns.

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

Comprehensive Plan:

The rezoning request is consistent with the Comprehensive Plan's Future Land Use Map. The below excerpt from the Future Land Use Map shows the Comprehensive Plan guides for community commercial in this rezoning area.



Spot Zoning:

According the Iowa State University & Outreach's "Midwest Planning Bluz", to determine whether illegal spot zoning has occurred, the courts consider whether the rezoning takes into account the following:

1. the characteristics of surrounding property;
2. the community's comprehensive plan; and
3. the protection and preservation of public health, justice, morals, order, safety and security, and welfare (police power).

It does not appear the proposed rezoning constitutes spot zoning. C-2 zoning designations exist on both the Casey's and the Legacy Bank sites immediately adjacent to the U-1 areas being considered for rezoning. The requested zoning district is consistent with what is guided for in the Comprehensive Plan's Future Land Use Map.

Public Input:

The City of Bondurant owns three of the four parcels within 200' of the proposed rezoning area. The only non City-owned property owner within 200' was mailed a rezoning notification letter. No public comment has been received to date.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission held their required public hearing on July 8, 2021 and voted on recommended approval with a 5-0 vote.

Staff recommends approval of the second ordinance reading. Council may also choose to waive the final reading.

APPROVED FOR SUBMITTAL:**ATTACHMENTS:**

1. ORDINANCE NO. 210719-208

CITY OF BONDURANT
ORDINANCE NO. 210719-208

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, 2002, BY AMENDING THE ZONING CLASSIFICATION OF
CERTAIN REAL ESTATE FROM CONSERVANCY (U-1) TO GENERAL
COMMERCIAL (C-2) ON PORTIONS OF LAND AT 1201 GRANT STREET SOUTH
AND 1455 GRANT STREET SOUTH

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

Section 1. **PURPOSE.** The purpose of this ordinance is to change the zoning from Conservancy (U-1) to General Commercial (C-2) on the following property located within the corporate limits of the City of Bondurant, Polk County, Iowa and described as follows:

The portion of land currently zoned Conservancy (U-1) on the following parcels:

A tract of land in the SW ¼ of Section 31, Township 80 North, Range 22 West of the 5th P.M., more particularly described as follows: Commencing at the SW Corner of Section 31; THENCE North 89°33'10" East, along the south line of said SW ¼, a distance of 441.79 feet; THENCE North 0°22'32" West, a distance of 61.89 feet, to the SW corner of Parcel "B", of the SW ¼ of said Section 31, Polk County, Iowa; THENCE South 90°00'00" East, along the South line of said Parcel "B", a distance of 129.07 feet; THENCE North 00°34'30" East, a distance of 125.71 feet, to a point on the Easterly line of said Parcel "B", said point also being the POINT OF BEGINNING; THENCE North 15°25'06" West, along said Easterly line of Parcel "B", a distance of 35.05 feet, to the NE Corner of said Parcel "B"; THENCE South 90°00'00" East, a distance of 9.66 feet; THENCE South 00°34'30" West, a distance of 33.79 feet, to the Point of Beginning, containing 163 square feet, more or less.

AND

Lot One (1) in BONDURANT BUSINESS PARK PLAT 2, and Official Plat, in the City of Bondurant, Polk County, Iowa

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

1. That the Planning & Zoning Commission held a public hearing on July 8, 2021 and voted on recommended approval.
2. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map.

3. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
4. That the zoning change will not negatively impact the character of the neighborhood.
5. That the public notice of this intended change has been published as by law required.

Section 3. **HEREBY REZONED.** The property, above described, is hereby rezoned to General Commercial (C-2).

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

Section 4. **SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa this ____ day of _____, 2021.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: July 19, 2021

SECOND CONSIDERATION: July 26, 2021

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

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

Shelby Hagan
City Clerk