

**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/84455942471>*

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
JUNE 2, 2025**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on June 2, 2025, 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. Guests requesting to address the City Council
6. Presentations
 - a. ICON Presentation
 - b. Greg Edwards, Catch Des Moines
7. Consent Agenda:

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

 - a. Approval of May 19, 2025, City Council Meeting Minutes
 - b. Claims List
 - c. Applications for Council Approval
 - d. - Resolution approving pay request no. 6 to Alliance Construction Group LLC for the Civic Campus Improvements Phase 2 Project in the amount of \$469,935.55
 - e. - Resolution approving change order no. 3 for additional materials and changes required to relocate DMWW 3-inch rural water main for the Civic Campus Phase 2 Public Improvements in the amount of \$18,588.05
 - f. - Resolution approving the Request for Permit for a Supervised Fireworks Display on June 10, 2025, for Summerfest
 - g. - Resolution awarding the contract for the NE Jorie Way Drainage Improvements Project to Con-Struct Inc. in the amount of \$105,655.00
 - h. - Resolution approving action to order construction and set date of bid letting and public hearing for June 16, 2025, at 6:00 p.m. at Bondurant City Hall for the Truman Dr. NE Public Infrastructure Project

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

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

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- i. - Resolution Authorizing Submission of WTED Grant Application and Commitment to DMACC Training Contract
- j. - Resolution approving Notice of Use Restrictions Imposed by Federal Law on Certain Real Estate associated with the Chichaqua Valley Trail corridor through the Grain District
- k. - Resolution approving and authorizing execution of the amendment to the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area
- l. O-250505-206 - (Third Reading) Ordinance to consider establishing the 2nd Street, NE, Highway 65 to Eisenhower Drive NE/NE 88th Street, NE Water Connection Fee District
- m. O-250505-207 - (Third Reading) Ordinance to consider establishing the Eisenhower Drive NE/NE 88th Street, Highway 65 to 2nd Street, NE, Water Connection Fee District
- n. O-250505-208 - (Third Reading) Ordinance considering establishing the SE Water Study Water Connection Fee District
- o. O-250505-209 - (Third Reading) Ordinance to consider establishing the 10th Street, SW Water Connection Fee District
- p. O-250505-210 - (Third Reading) Ordinance to consider establishing the Truman Drive NE, 2nd Street NE to 16th Street NE, Water Connection Fee District
- q. O-250505-211 - (Third Reading) Ordinance to consider amending amending the Urban Service Area Sanitary Sewer Connection Fee District
- r. O-250505-212 - (Third Reading) Ordinance to consider establishing the Civic Campus Regional Stormwater Management Connection Fee District
- s. O-250505-213 - (Third Reading) Ordinance to consider establishing the Truman Drive, NE, 2nd Street, NE to 16th Street, NE, Sanitary Sewer Connection Fee District
- t. O-250505-214 - (Third Reading) Ordinance amending the Park Side Water Connection Fee District to exclude portions proposed for inclusion in the Eisenhower Drive NE, Highway 65 to 2nd Street NE, Water Connection Fee District
- u. O-250505-215 - (Third Reading) Ordinance amending the Highway 65 Water Connection Fee District to exclude portions proposed for inclusion in the 10th Street, SW Water Connection Fee District

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8. **Public Hearing**
 - a. Public hearing on the request for rezoning from the General Commercial (C-2) District to the Central Business (C-4) District, on the property located at 101 Grant Street, North
 - b. Public hearing on the proposed Truman Drive NE Phase 1 Street Assessment
9. **Action Items**
 - a. - Resolution of Preliminary resolution of necessity for construction of Truman Drive NE – Phase 1 Street Improvements for the City of Bondurant
 - b. - Discussion and possible consideration of Resolution approving updates to the Shelter Reservation Fee Structure
 - c. - (First Reading) Ordinance to consider rezoning from the General Commercial (C-2) District to the Central Business (C-4) District, on the property located at 101 Grant Street, North
 - d. - (First Reading) Ordinance amending Chapter 126 of the Bondurant City Code, titled Consumer Fireworks Sellers Permit
 - e. - (First Reading) Ordinance amending Chapter 41 of the Bondurant City Code, titled Public Health and Safety, to amend Section 41.11, titled Fireworks
 - f. - (First Reading) Ordinance amending Chapter 47, Park Regulations
 - g. - (First Reading) Ordinance Amending Chapter 123 - Hotel and Motel Tax
10. **Reports / Comments and appropriate action thereon:**
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
11. **Closed Session-** Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
12. **Adjournment**

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

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

Item No. 6.a.
For Meeting of 6/2/2025
Presentation

TITLE: ICON Presentation

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

*A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
May 19, 2025
Bondurant City Council

1. Roll Call

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

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

2. Call to Order and Declaring a Quorum

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

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by McKenzie, seconded by Sillanpaa, to approve the agenda.
Vote on Motion 5-0. Motion carried.

5. Presentations

a. EMS Week Proclamation

Mayor Elrod read and presented a proclamation recognizing May 19–25, 2025, as Emergency Medical Services (EMS) Week in the City of Bondurant, honoring the dedication and service of local EMS professionals.

6. Guests requesting to address the City Council

None.

7. Consent Agenda:

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

a. Approval of May 5, 2025, City Council Meeting Minutes

b. Claims List

**A virtual meeting was offered.*

- c. Applications for Council Approval
- d. Receive & File - BES April Monthly Report
- e. Receive & File - April 2, 2025, Library Board Meeting Minutes & Director's Report
- f. R-250519-138- Resolution providing for the sale of Bonds, setting parameters for the sale of General Obligation Corporate Purpose Bonds, Series 2025A, and approving a bond purchase agreement and an official statement
- g. R-250519-139- Resolution providing for the sale of Bonds, setting parameters for the sale of General Obligation Annual Appropriation Corporate Purpose Bonds, Series 2025B, and approving a bond purchase agreement and an official statement
- h. R-250519-140- Resolution approving Bond Purchase Agreement with Piper Sandler & Co. for the sale of General Obligation Corporate Purpose Bonds, Series 2025A, and authorizing the Mayor and City Clerk to execute the Agreement and Related Documents
- i. R-250519-141- Resolution approving Bond Purchase Agreement with Piper Sandler & Co. for the sale of General Obligation Corporate Purpose Bonds, Series 2025B, and authorizing the Mayor and City Clerk to execute the Agreement and Related Documents
- j. R-250519-142- Resolution approving right-of-way acquisition deeds/plats for the portion of Truman Drive NE right-of-way on land currently owned by the Bondurant-Farrar Community School District
- k. O-250505-206 - (Second Reading) Ordinance to consider establishing the 2nd Street, NE, Highway 65 to Eisenhower Drive NE/NE 88th Street, NE Water Connection Fee District
- l. O-250505-207 - (Second Reading) Ordinance to consider establishing the Eisenhower Drive NE/NE 88th Street, Highway 65 to 2nd Street, NE, Water Connection Fee District

**A virtual meeting was offered.*

- m. O-250505-208 - (Second Reading) Ordinance considering establishing the SE Water Study Water Connection Fee District
- n. O-250505-209 - (Second Reading) Ordinance to consider establishing the 10th Street, SW Water Connection Fee District
- o. O-250505-210 - (Second Reading) Ordinance to consider establishing the Truman Drive NE, 2nd Street NE to 16th Street NE, Water Connection Fee District
- p. O-250505-211 - (Second Reading) Ordinance to consider amending amending the Urban Service Area Sanitary Sewer Connection Fee District
- q. O-250505-212 - (Second Reading) Ordinance to consider establishing the Civic Campus Regional Stormwater Management Connection Fee District
- r. O-250505-213 - (Second Reading) Ordinance to consider establishing the Truman Drive, NE, 2nd Street, NE to 16th Street, NE, Sanitary Sewer Connection Fee District
- s. O-250505-214 - (Second Reading) Ordinance amending the Park Side Water Connection Fee District to exclude portions proposed for inclusion in the Eisenhower Drive NE, Highway 65 to 2nd Street NE, Water Connection Fee District
- t. O-250505-215 - (Second Reading) Ordinance amending the Highway 65 Water Connection Fee District to exclude portions proposed for inclusion in the 10th Street, SW Water Connection Fee District
- u. R-250519-143- Resolution approving pay request no. 5 to Ball Team LLC for the Bondurant City Park Reconstruction Phase 2 Project in the amount of \$398,249.99
- v. R-250519-144- Resolution approving change order no. 2 to Ball Team LLC. for the Bondurant City Park Phase 2 Reconstruction Project in the amount of \$31,549.00
- w. R-250519-145- Resolution to consider Newby Farms Plat of Survey

**A virtual meeting was offered.*

- x. R-250519-146- Resolution considering the Plat of Survey for 8597 NE 112th Street
- y. R-250519-147- Resolution affixing a date for a public hearing on the request for rezoning from the General Commercial (C-2) District to the Central Business (C-4) District, on the property located at 101 Grant Street, North for June 2, 2025, at 6:00 p.m.
- z. R-250519-148- Resolution approving and ratifying payment of invoice for Ward Diesel Filter Systems invoice 7433 in the amount of \$39,984.00 for the installation of the exhaust capture system on four vehicles currently in the Bondurant Emergency Services Fleet
- aa. R-250519-149- Resolution approving change order no. 1 for additional signage requested for the 2nd Street Widening Project in the amount of \$225.00
- bb. R-250519-150- Resolution approving pay request no. 1 to Manatt's Inc for the 2nd St. NW Widening Project in the amount of \$78,312.16
- cc. R-250519-151- Resolution approving a Parking Lot Cost Share Development Agreement with DeepV PLLC for a parking lot expansion project at 106/108 Main Street, SE
- dd. R-250519-152- Resolution approving Scope of Services Agreement with Bolton & Menk related in the amount of \$42,800 for design and construction administration services related to the Parking Lot Expansion Project at 106/108 Main Street, NE
- ee. R-250519-153- Resolution approving amendment to the Shive-Hattery Professional Services Agreement for The Garden project in the amount of \$60,200 to include detailed design and construction administration services
- ff. R-250519-154- Resolution approving Professional Service Agreement with Shive-Hattery in the amount of \$11,500 for a Highway 65 Traffic Study between Lincoln Street SE and Dee/Washington Street SE
- gg. R-250519-155- Resolution approving Professional Services Agreement with ISG Inc. in the amount of \$3,000 for Grain District final platting services

**A virtual meeting was offered.*

- hh. R-250519-156- Resolution approving Professional Services Agreement with ISG Inc. in the amount of \$149,850 for construction bidding, construction staking, construction administration + observation services related to the Grain District Public Improvements Project
- ii. R-250519-157- Resolution approving the furniture purchase from Pigott, Inc. for the Bondurant Emergency Services Facility for a cost of \$39,229.66
- jj. R-250519-158- Resolution approving electrical easement for City Park Phase 2 to Mid-American Energy
- kk. R-250519-159- Resolution Authorizing the Issuance of an RFP for GAAP-Based Financial Audit Services (FY2026–FY2028)
- ll. R-250519-160- Resolution approving an updated Fee Schedule for Services
- mm. R-250519-161- Resolution approving Grant Agreement for USDA Earmark for Water Tower
- nn. R-250519-162- Resolution approving the furniture purchase from iSpace Environments, Inc. for the Bondurant Emergency Services Facility for a cost of \$34,920.66
- oo. R-250519-164- Resolution authorizing the City of Bondurant to be listed as a project sponsor for T12 Distillery's application to the Iowa Economic Development Authority's High Quality Jobs Program
- pp. R-250519-163- Resolution approving action to set date of public hearing on award of contract for the Grain District Public Improvements Project Motion by Sillanpaa, seconded by McKenzie, to Approve the Consent Agenda. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

8. **Public Hearing**

- a. Public Hearing regarding plans & specifications, form of contract, estimated cost for the Grain District Public Improvements Project Mayor Elrod opened the public hearing at 06:10 PM.

A public hearing was held to approve the plans and specifications, form of contract, and estimated cost for the Grain District Public

**A virtual meeting was offered.*

Improvements Project. This project supports the City's redevelopment goals and aligns with the Grain District Downtown Redevelopment Plan and the Building Bondurant Comprehensive Plan.

Improvements include trail and street extensions, utility work, and a new public parking lot to support future private investment and enhance downtown connectivity. Bid opening is scheduled for June 11, 2025, with construction to begin in July.

Mayor Elrod closed the public hearing at 06:12 PM.

9. Action Items

- a. R-250519-165- Resolution considering the T12 Distillery Site Plan located at 101 Lincoln Street, NE
Motion by McKenzie, seconded by Driscoll, to Approve R-250519-165.
Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None.
Absent: None. Motion carried 5-0.

10. Discussion Items -

- a. Number of Animals Permitted per Household
City staff reviewed animal regulations from 36 Iowa communities in response to recent resident complaints regarding the number of animals allowed on residential properties and pet licensing requirements. The findings show a range of approaches, with many communities having no restrictions or licensing requirements. Bondurant currently has no local limits on pet numbers or licensing requirements, though Polk County mandates dog licensing. Staff presented draft code sections for potential implementation of animal limits and a City pet licensing program.

Council discussed the findings and directed staff to conduct a community survey to gather feedback from residents before proceeding further.

Council Member Cox left at 6:28 PM.

11. Reports / Comments and appropriate action thereon:

- a. Mayor
DMDC Trip comments, ISU program opportunity.
- b. Council Members
McKenzie - Question regarding T12 Site Plan and event space, DART update, Summerfest trash question.
Driscoll - Congrats to all the Grads, DMDC Trip comments, City Staff

**A virtual meeting was offered.*

comments, Quail Run traffic concerns, City-Wide Garage Sale, and City-Wide Clean-up questions.

Sillanpaa - P&Z update, questions regarding projects.

Peffer - Upcoming meetings.

c. Administrator

Legislative update.

d. Directors

Horton - Projects & Department update.

Kreuder - Department update.

Murray - Department update.

Klinker-Feld - Department update.

Jess - Department update.

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

Motion by Driscoll, seconded by Sillanpaa, to move into Closed Session at 07:02 M. Roll Call: Ayes: McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: Cox. Motion carried 4-0.

Mayor Elrod closed the Closed Session at 07:22 PM.

13. Adjournment

Motion by Peffer, seconded by McKenzie, to adjourn at 07:22 PM. Vote on Motion 4-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on May 19, 2025, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

Doug Elrod, Mayor



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

Item No. 7.b.
For Meeting of 6/2/2025
Motion

TITLE: Claims List

CONTACT PERSON:

Jene Jess, Finance Director

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

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Claims List



Check Register

Packet: APPKT01817 - 5/13/25 AUTOMATED PMTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0969	AMERICAN PLUMBING SUPPLY CO	05/15/2025	AP Automation	0.00	26.85	APA000738
0048	BAKER & TAYLOR	05/15/2025	AP Automation	0.00	713.29	APA000739
1537	BOUND TREE MEDICAL LLC	05/15/2025	AP Automation	0.00	809.97	APA000740
2739	CONTRACTOR SOLUTIONS	05/15/2025	AP Automation	0.00	50.00	APA000741
2525	DINGES FIRE COMPANY	05/15/2025	AP Automation	0.00	364.00	APA000742
0842	MENARDS - ALTOONA	05/15/2025	AP Automation	0.00	366.11	APA000743
0308	MUNICIPAL SUPPLY, INC.	05/15/2025	AP Automation	0.00	9,968.00	APA000744
1534	STRATUS BUILDNG SOLUTIONS IOW,	05/15/2025	AP Automation	0.00	851.56	APA000745
2231	VERIZON WIRELESS	05/15/2025	AP Automation	0.00	1,797.37	APA000746

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	15	9	0.00	14,947.15
	15	9	0.00	14,947.15

AP Automation	15	9	0.00	14,947.15
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2025	14,947.15
			<u>14,947.15</u>



Check Register

Packet: APPKT01839 - 5/16/25 AUTOMATED PMTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1715	A KINGS THRONE LLC	05/16/2025	AP Automation	0.00	290.00	APA000747
2600	AIRGAS USA, LLC	05/16/2025	AP Automation	0.00	89.10	APA000748
2687	AT&T MOBILITY	05/16/2025	AP Automation	0.00	474.39	APA000749
1228	CINTAS CORPORATION #762	05/16/2025	AP Automation	0.00	112.97	APA000750
2380	CITY-COUNTY COMMUNICATIONS &	05/16/2025	AP Automation	0.00	210.00	APA000751
1217	CONSTRUCTION MATERIALS TESTIN	05/16/2025	AP Automation	0.00	932.50	APA000752
1580	D & K PRODUCTS	05/16/2025	AP Automation	0.00	407.50	APA000753
1525	GANNETT MEDIA CORP	05/16/2025	AP Automation	0.00	420.03	APA000754
2637	GENERAL TRAFFIC CONTROLS, INC.	05/16/2025	AP Automation	0.00	6,900.00	APA000755
2765	I & S GROUP, INC.	05/16/2025	AP Automation	0.00	48,782.20	APA000756
0251	MICROBAC LABORATORIES, INC	05/16/2025	AP Automation	0.00	473.00	APA000757
2629	OPN ARCHITECTS	05/16/2025	AP Automation	0.00	18,495.81	APA000758
2930	PATRIOT CRITICAL POWER LLC	05/16/2025	AP Automation	0.00	1,064.18	APA000759
2691	POLK COUNTY SHERIFF	05/16/2025	AP Automation	0.00	70,272.25	APA000760
1628	QUICK SUPPLY CO.	05/16/2025	AP Automation	0.00	326.00	APA000761
1504	SHIVE-HATTERY INC	05/16/2025	AP Automation	0.00	17,826.88	APA000762
1534	STRATUS BUILDNG SOLUTIONS IOW	05/16/2025	AP Automation	0.00	475.00	APA000763

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	23	17	0.00	167,551.81
	23	17	0.00	167,551.81

AP Automation	23	17	0.00	167,551.81
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2025	167,551.81
			<u>167,551.81</u>



Check Register

Packet: APPKT01845 - 5/21/2025 FOR MEETING ON 6/2/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2022	RICK BRAMMER - ABSOLUTE SCIENC	05/21/2025	Regular	0.00	750.00	64878
2792	CALIBER CONCRETE, LLC	05/21/2025	Regular	0.00	68,272.59	64879
2963	CHERI SORENSON	05/21/2025	Regular	0.00	150.00	64880
2960	CHRISTIAN STRUTZ	05/21/2025	Regular	0.00	395.00	64881
2815	COLD BLOODED REDHEAD LLC	05/21/2025	Regular	0.00	450.00	64882
2820	DO ART PRODUCTIONS LLC	05/21/2025	Regular	0.00	350.00	64883
2962	HAPPY FACES ENTERTAINMENT	05/21/2025	Regular	0.00	500.00	64884
2956	IDEAL CARE, LLC	05/21/2025	Regular	0.00	123,600.00	64885
2958	PIGOTT INC	05/21/2025	Regular	0.00	4,635.36	64886
1470	SCIENCE CENTER OF IOWA	05/21/2025	Regular	0.00	400.00	64887
2964	THE DEALT HAND	05/21/2025	Regular	0.00	150.00	64888
0387	TREASURER - STATE OF IOWA	05/09/2025	Bank Draft	0.00	2,254.10	DFT0003886
0387	TREASURER - STATE OF IOWA	05/08/2025	Bank Draft	0.00	9,227.45	DFT0003887
2412	ALLIANCE CONSTRUCTION GROUP	05/22/2025	Bank Draft	0.00	170,057.17	DFT0003888
2538	IOWA LAND RECORDS	05/19/2025	Bank Draft	0.00	15.00	DFT0003890
2254	TCM BANK NA	05/07/2025	Bank Draft	0.00	2,507.24	DFT0003891
2254	TCM BANK NA	05/20/2025	Bank Draft	0.00	273.11	DFT0003892
1069	FIRST NATIONAL BANK OMAHA	05/13/2025	Bank Draft	0.00	1,016.53	DFT0003893
1148	MCANINCH CORPORATION	05/22/2025	Bank Draft	0.00	305,400.79	DFT0003894
1069	FIRST NATIONAL BANK OMAHA	05/13/2025	Bank Draft	0.00	927.70	DFT0003895

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	13	11	0.00	199,652.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	9	9	0.00	491,679.09
EFT's	0	0	0.00	0.00
	22	20	0.00	691,332.04

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2025	691,332.04
			691,332.04



Check Register

Packet: APPKT01861 - 5/28/25 AP AUTOMATION

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2513	ADAM JENSEN	05/28/2025	AP Automation	0.00	600.00	APA000764
2687	AT&T MOBILITY	05/28/2025	AP Automation	0.00	623.60	APA000765
2199	BENTLEY RIDGE TREE FARM & NURS	05/28/2025	AP Automation	0.00	4,042.99	APA000766
1585	BIG GREEN UMBRELLA MEDIA INC	05/28/2025	AP Automation	0.00	568.00	APA000767
1537	BOUND TREE MEDICAL LLC	05/28/2025	AP Automation	0.00	473.78	APA000768
0073	BRICK GENTRY P.C.	05/28/2025	AP Automation	0.00	13,177.00	APA000769
0145	DIAM PEST CONTROL	05/28/2025	AP Automation	0.00	75.00	APA000770
0936	FEH ASSOCIATES, INC.	05/28/2025	AP Automation	0.00	50,981.00	APA000771
1525	GANNETT MEDIA CORP	05/28/2025	AP Automation	0.00	1,261.05	APA000772
2951	GRIZZLY PRINT & MARKETING, INC.	05/28/2025	AP Automation	0.00	142.00	APA000773
1927	HARTER CONCRETE LLC	05/28/2025	AP Automation	0.00	23,096.25	APA000774
2931	HENRY ROBERT VEENSTRA JR.	05/28/2025	AP Automation	0.00	3,250.00	APA000775
2754	HR GREEN, INC.	05/28/2025	AP Automation	0.00	40,681.29	APA000776
1057	ICMA	05/28/2025	AP Automation	0.00	963.98	APA000777
2223	IMAGE 360	05/28/2025	AP Automation	0.00	65.00	APA000778
2125	IMS ALLIANCE	05/28/2025	AP Automation	0.00	98.75	APA000779
0904	INTERSTATE BATTERY	05/28/2025	AP Automation	0.00	123.95	APA000780
2736	MCCLURE	05/28/2025	AP Automation	0.00	762.50	APA000781
0842	MENARDS - ALTOONA	05/28/2025	AP Automation	0.00	183.94	APA000782
0308	MUNICIPAL SUPPLY, INC.	05/28/2025	AP Automation	0.00	15.50	APA000783
2492	NATIONAL PUBLIC EMPLOYER LABO	05/28/2025	AP Automation	0.00	2,225.00	APA000784
1649	PLAYCORE GROUP, INC. & SUBSIDIA	05/28/2025	AP Automation	0.00	2,658.04	APA000785
2017	RDG PLANNING & DESIGN	05/28/2025	AP Automation	0.00	40,323.73	APA000786
1504	SHIVE-HATTERY INC	05/28/2025	AP Automation	0.00	6,333.10	APA000787
2886	TERRACON CONSULTANTS, INC	05/28/2025	AP Automation	0.00	6,161.25	APA000788
2498	TIM VORLAND PHOTOGRAPHY	05/28/2025	AP Automation	0.00	125.00	APA000789
2706	VALEO NETWORKS	05/28/2025	AP Automation	0.00	2,364.00	APA000790
1161	VEENSTRA & KIMM, INC.	05/28/2025	AP Automation	0.00	144,698.52	APA000791

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	51	28	0.00	346,074.22
	51	28	0.00	346,074.22

AP Automation	51	28	0.00	346,074.22
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2025	346,074.22
			<u>346,074.22</u>



Payable Register

Payable Detail by Vendor Name

Packet: APPKT01846 - PYPKT00690 - 05/05-05/18/25 PAID ON 05/23/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2304 - EBS										Vendor Total: 30,055.02
INV0004830	Invoice	6/1/2025	6/1/2025	6/1/2025	6/1/2025	1,774.24	0.00	0.00	0.00	1,774.24
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 6/1/2025			Bank Draft:	DFT0003896
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,774.24	0.00	0.00	0.00	1,774.24	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,774.24	100.00%				
INV0004836	Invoice	6/1/2025	6/1/2025	6/1/2025	6/1/2025	21,794.89	0.00	0.00	0.00	21,794.89
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 6/1/2025			Bank Draft:	DFT0003902
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	21,794.89	0.00	0.00	0.00	21,794.89	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				21,794.89	100.00%				
INV0004837	Invoice	6/1/2025	6/1/2025	6/1/2025	6/1/2025	1,107.06	0.00	0.00	0.00	1,107.06
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 6/1/2025			Bank Draft:	DFT0003903
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EBS ADMIN COST	Service		0.00	0.00	1,107.06	0.00	0.00	0.00	1,107.06	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,107.06	100.00%				
INV0004839	Invoice	6/1/2025	6/1/2025	6/1/2025	6/1/2025	1,514.43	0.00	0.00	0.00	1,514.43
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 6/1/2025			Bank Draft:	DFT0003905
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,514.43	0.00	0.00	0.00	1,514.43	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,514.43	100.00%				
INV0004840	Invoice	6/1/2025	6/1/2025	6/1/2025	6/1/2025	3,653.00	0.00	0.00	0.00	3,653.00
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 6/1/2025			Bank Draft:	DFT0003906
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	3,653.00	0.00	0.00	0.00	3,653.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				3,653.00	100.00%				
INV0004841	Invoice	6/1/2025	6/1/2025	6/1/2025	6/1/2025	211.40	0.00	0.00	0.00	211.40
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 6/1/2025			Bank Draft:	DFT0003907

Payable Register

Packet: APPKT01846 - PYPKT00690 - 05/05-05/18/25 PAID ON 05/23/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
VISION AVISES Distributions	Service	0.00	0.00	211.40	0.00	0.00	0.00	211.40		
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2132	VISION WITHHOLDING				211.40	100.00%				

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

Vendor Total: 262.78

INV0004845	Invoice	6/20/2025	6/20/2025	6/20/2025	6/20/2025	262.78	0.00	0.00	0.00	262.78
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 6/20/2025			Bank Draft:	DFT0003911	
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance Distributions	NA			0.00	0.00	262.78	0.00	0.00	0.00	262.78
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2122	STATE WITHHOLDING					262.78	100.00%			

Vendor: [0239 - IPERS](#)

Vendor Total: 19,735.77

INV0004838	Invoice	5/23/2025	5/23/2025	5/23/2025	5/23/2025	567.07	0.00	0.00	0.00	567.07
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 5/23/2025			Bank Draft:		DFT0003904
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA			0.00	0.00	567.07	0.00	0.00	0.00	567.07
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING					567.07	100.00%			

INV0004842	Invoice	5/23/2025	5/23/2025	5/23/2025	5/23/2025	19,168.70	0.00	0.00	0.00	19,168.70
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 5/23/2025			Bank Draft:		DFT0003908
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA			0.00	0.00	6,492.65	0.00	0.00	0.00	6,492.65
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING					6,492.65	100.00%			

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA	0.00	0.00	12,676.05	0.00	0.00	0.00	12,676.05
Account Number	Account Name	Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING			12,676.05	100.00%			

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 29,216.90

INV0004844	Invoice	5/23/2025	5/23/2025	5/23/2025	5/23/2025	29,216.90	0.00	0.00	0.00	29,216.90
Federal Tax Withheld	AP Bank Code - AP Bank			No	Payment Date: 5/23/2025			Bank Draft:		DFT0003910
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding Distributions	NA			0.00	0.00	15,500.20	0.00	0.00	0.00	15,500.20
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING					15,500.20	100.00%			

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding Distributions	NA	0.00	0.00	3,625.00	0.00	0.00	0.00	3,625.00
Account Number	Account Name	Project Account Key		Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING			3,625.00	100.00%			

Payable Register

Packet: APPKT01846 - PYPKT00690 - 05/05-05/18/25 PAID ON 05/23/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Federal Tax Withheld Distributions	NA	0.00	0.00	10,091.70	0.00	0.00	0.00	10,091.70		
Account Number	Account Name	Project Account Key			Amount	Percent				
670-050-2120	FEDERAL WITHHOLDING				19.36	0.19%				
741-050-2120	FEDERAL WITHHOLDING				327.72	3.25%				
610-050-2120	FEDERAL WITHHOLDING				840.62	8.33%				
600-050-2120	FEDERAL WITHHOLDING				908.89	9.01%				
110-050-2120	FEDERAL WITHHOLDING				970.72	9.62%				
001-050-2120	FEDERAL WITHHOLDING				7,024.39	69.61%				

Vendor: 2249 - ISOLVED BENEFIT SERVICES

Vendor Total: 2,250.97

INV0004831	Invoice	5/23/2025	5/23/2025	5/23/2025	5/23/2025	2,203.81	0.00	0.00	0.00	2,203.81
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 5/23/2025				Bank Draft: DFT0003897

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	2,203.81	0.00	0.00	0.00	2,203.81
Account Number	Account Name	Project Account Key			Amount	Percent		
820-050-2131	SELF-FUNDED WITHHOLDING				2,203.81	100.00%		

INV0004832	Invoice	6/6/2025	6/6/2025	6/6/2025	6/6/2025	47.16	0.00	0.00	0.00	47.16
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 6/6/2025				Bank Draft: DFT0003898

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE Distributions	Service	0.00	0.00	47.16	0.00	0.00	0.00	47.16
Account Number	Account Name	Project Account Key			Amount	Percent		
820-050-2131	SELF-FUNDED WITHHOLDING				47.16	100.00%		

Vendor: 1274 - MISSION SQUARE

Vendor Total: 2,482.13

INV0004833	Invoice	5/23/2025	5/23/2025	5/23/2025	5/23/2025	1,488.00	0.00	0.00	0.00	1,488.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 5/23/2025				Bank Draft: DFT0003899

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	1,488.00	0.00	0.00	0.00	1,488.00
Account Number	Account Name	Project Account Key			Amount	Percent		
001-050-2130	ICMA-RC				1,488.00	100.00%		

INV0004834	Invoice	5/23/2025	5/23/2025	5/23/2025	5/23/2025	411.13	0.00	0.00	0.00	411.13
DEFERRED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 5/23/2025				Bank Draft: DFT0003900

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFERRED COMPENSATION Distributions	Service	0.00	0.00	411.13	0.00	0.00	0.00	411.13
Account Number	Account Name	Project Account Key		Amount	Percent			
001-050-2130	ICMA-RC			411.13	100.00%			

INV0004835	Invoice	5/23/2025	5/23/2025	5/23/2025	5/23/2025	583.00	0.00	0.00	0.00	583.00
ICMA-ROTH	AP Bank Code - AP Bank				No	Payment Date: 5/23/2025				Bank Draft: DFT0003901

Payable Register

Packet: APPKT01846 - PYPKT00690 - 05/05-05/18/25 PAID ON 05/23/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ICMA-ROTH Distributions	NA	0.00	0.00	583.00	0.00	0.00	0.00	583.00		
Account Number	Account Name	Project Account Key			Amount	Percent				
110-050-2130	ICMA-RC				5.00	0.86%				
670-050-2130	ICMA-RC				1.15	0.20%				
610-050-2130	ICMA-RC				32.36	5.55%				
600-050-2130	ICMA-RC				32.39	5.56%				
001-050-2130	ICMA-RC				512.10	87.84%				

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

Vendor Total: 3,558.27

INV0004843	Invoice	5/23/2025	5/23/2025	5/23/2025	5/23/2025	3,558.27	0.00	0.00	0.00	3,558.27
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 5/23/2025		Bank Draft:		DFT0003909
Items										

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding Distributions	NA	0.00	0.00	3,558.27	0.00	0.00	0.00	3,558.27
Account Number	Account Name	Project Account Key			Amount	Percent		
670-050-2122	STATE WITHHOLDING				12.65	0.36%		
610-050-2122	STATE WITHHOLDING				277.64	7.80%		
741-050-2122	STATE WITHHOLDING				137.48	3.86%		
110-050-2122	STATE WITHHOLDING				345.90	9.72%		
600-050-2122	STATE WITHHOLDING				307.00	8.63%		
001-050-2122	STATE WITHHOLDING				2,477.60	69.63%		

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	87,561.84	0.00	0.00	0.00	87,561.84	87,561.84	0.00
Grand Total:		87,561.84	0.00	0.00	0.00	87,561.84	87,561.84	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	7,024.39
001-050-2122	STATE WITHHOLDING	2,477.60
001-050-2130	ICMA-RC	2,411.23
Total:		11,913.22

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	970.72
110-050-2122	STATE WITHHOLDING	345.90
110-050-2130	ICMA-RC	5.00
Total:		1,321.62

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	19,125.20
112-050-2122	STATE WITHHOLDING	262.78
112-050-2123	IPERS WITHHOLDING	19,735.77
112-050-2124	HEALTH INSURANCE WITHHOLDING	28,069.38
112-050-2125	DENTAL INSURANCE	1,774.24
112-050-2132	VISION WITHHOLDING	211.40
Total:		69,178.77

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	908.89
600-050-2122	STATE WITHHOLDING	307.00
600-050-2130	ICMA-RC	32.39
Total:		1,248.28

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	840.62
610-050-2122	STATE WITHHOLDING	277.64
610-050-2130	ICMA-RC	32.36
Total:		1,150.62

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	19.36
670-050-2122	STATE WITHHOLDING	12.65
670-050-2130	ICMA-RC	1.15
Total:		33.16

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	327.72
741-050-2122	STATE WITHHOLDING	137.48
Total:		465.20

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,250.97
Total:		2,250.97



Payroll Check Register

Checks

Pay Period: 5/5/2025-5/18/2025

Packet: PYPKT00690 - 05/05-05/18/25 PAID ON 05/23/25
Payroll Set: CITY OF BONDURANT, IA - 01

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



Payroll Check Register

Direct Deposits

Pay Period: 5/5/2025-5/18/2025

Packet: PYPKT00690 - 05/05-05/18/25 PAID ON 05/23/25

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADAMS, CASSANDRA	3148	05/23/2025	238.65	106412
ADAMS, CASSANDRA	3148	05/23/2025	238.64	106412
ADKISSON, JENNIFER	3145	05/23/2025	899.34	106413
AGANS, PAYTON	1602	05/23/2025	1,805.86	106414
BAAS, JAMIE	4147	05/23/2025	242.83	106415
BAILEY, BOYCE E	7104	05/23/2025	1,325.39	106416
BERGESON, JOHN W	7121	05/23/2025	2,018.24	106417
BRIGGS, ASHTON S	1511	05/23/2025	803.75	106418
CARPENTER, JOHN C	5129	05/23/2025	1,651.02	106419
CASKEY, PARKER	1607	05/23/2025	147.67	106420
CASKEY, PARKER	1607	05/23/2025	63.28	106420
CLAMAN, CATHERINE JO	3146	05/23/2025	405.08	106421
CLAMAN, CATHERINE JO	3146	05/23/2025	270.06	106421
COLLISON, PATRICK F	5103	05/23/2025	2,670.14	106422
CORY, JOHN P	7120	05/23/2025	1,892.42	106423
CRITTENDEN, MATTHEW	1567	05/23/2025	786.24	106424
DE LOS SANTOS, JUAN DAVID	7128	05/23/2025	1,524.75	106425
DENHAM, DARIN	7129	05/23/2025	1,481.03	106426
ELLIOTT, KYLE	1568	05/23/2025	727.79	106427
GILSON, DUSTY ALAN	7124	05/23/2025	1,569.24	106428
HAGAN, SHELBY L	5118	05/23/2025	2,733.60	106429
HIGGINS, DAVID P.	7105	05/23/2025	1,666.30	106430
HOFFMAN, JOSHUA MATTHEW	1578	05/23/2025	628.38	106431
HORTON, JOHN C	7112	05/23/2025	3,667.33	106432
HORTON, JOHN C	7112	05/23/2025	100.00	106432
HUFF, TIMOTHY J	1559	05/23/2025	330.00	106433
HUFF, TIMOTHY J	1559	05/23/2025	1,876.30	106433
ISKE, BLAKE	1600	05/23/2025	679.64	106434
JESS, JENE' N	5123	05/23/2025	3,646.75	106435
JOHNSON, ANNASTASHA	5130	05/23/2025	1,463.56	106436
KENT, RONALD D	7115	05/23/2025	1,214.07	106437
KING, CHRISTINA M	3143	05/23/2025	723.58	106438
KLINKER-FELD, MICHELL M	3135	05/23/2025	2,629.37	106439
KLUS, KATIE	5134	05/23/2025	1,720.44	106440
KOBER, ANDREW M	1557	05/23/2025	758.04	106441
KREUDER, AARON M	1441	05/23/2025	3,927.25	106442
KRUSE, OSCAR	1586	05/23/2025	493.35	106443
LEINEN, DAVID	1608	05/23/2025	614.07	106444
LUING, TIFFANY A	5133	05/23/2025	1,915.21	106445
LUNDQUIST, BRADLEY D	1555	05/23/2025	254.42	106446
MARSHMAN, CRAIG A	5125	05/23/2025	1,751.10	106447
MASON, KYLE	1598	05/23/2025	986.61	106448
MERRILL, SARAH J	1590	05/23/2025	2,273.32	106449
MEYERES, KYLEIGH	1601	05/23/2025	694.50	106450
MILLER, BRODY E	1582	05/23/2025	1,866.48	106451
MURRAY, MARGARET	5126	05/23/2025	3,276.54	106452
OLIVER, MARKETA S	8403	05/23/2025	300.00	106453
OLIVER, MARKETA S	8403	05/23/2025	3,918.69	106453
PEZLEY, ISAAC J	5132	05/23/2025	2,360.43	106454
POWELL, TREVOR ALAN	7130	05/23/2025	519.13	106455
RAUTERBERG, ANTHONY	1599	05/23/2025	2,686.60	106456

Employee	Employee #	Date	Amount	Number
REYNOLDS, RAY A	1537	05/23/2025	1,113.55	106457
RICCIO, ANTHONY F	1583	05/23/2025	788.52	106458
SCHINCKE, MEGAN	3137	05/23/2025	1,681.71	106459
SEXTON, WILLIAM M	7125	05/23/2025	250.00	106460
SEXTON, WILLIAM M	7125	05/23/2025	1,205.69	106460
SIMONI, ANDREW	1604	05/23/2025	2,212.77	106461
SIMONI, ANDREW	1604	05/23/2025	300.00	106461
SOCKNESS TEEPLE, MEGAN E	3147	05/23/2025	250.00	106462
SOCKNESS TEEPLE, MEGAN E	3147	05/23/2025	2,010.09	106462
SPENCER, OWEN	1603	05/23/2025	430.27	106463
SPOERRY, DANIELLE M	1527	05/23/2025	1,308.62	106464
SUHR, CARLENE E.F.	3144	05/23/2025	1,464.88	106465
SUMMERS, AANNA N	1575	05/23/2025	1,920.79	106466
SUMMERS, ALAN C	1534	05/23/2025	2,236.61	106467
WELTHA, CLAYTON	1566	05/23/2025	718.98	106468



Payroll Check Register

Report Summary

Pay Period: 5/5/2025-5/18/2025

Packet: PYPKT00690 - 05/05-05/18/25 PAID ON 05/23/25
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	66	90,328.96
Total	66	90,328.96



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
GIT-N-GO CONVENIENCE STORES, INC	GIT-N-GO CONVENIENCE STORE #41	(515) 288-8565		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3207 HENRY ST SW		Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
2716 INDIANOLA AVE	DES MOINES	Iowa	50315	

Contact Person

NAME	PHONE	EMAIL
KAREN COMSTOCK	(515) 288-8565	karengng@outlook.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LG0000601	Class B Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
June 30, 2025	June 29, 2026	

SUB-PERMITS

Class B Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Corporation

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
KAREN COMSTOCK						
Dennis Flora	DES MOINES	Iowa	50315	PRESIDENT	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



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

Item No. 7.d.
For Meeting of 6/2/2025
Resolution

TITLE: - Resolution approving pay request no. 6 to Alliance Construction Group LLC for the Civic Campus Improvements Phase 2 Project in the amount of \$469,935.55

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay application #6 in the amount of \$469,935.55 related to the Civic Campus Improvements Phase 2 Project.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for work completed from April 26th through May 21st for the project. The contractor has been continuing work on Storm Sewers and has been delayed a bit by weather. They will begin preparing the roadway foundation in the first couple of weeks of June and also continue getting all the underground work completed in the next couple of weeks.

FUNDING SOURCE: RISE Grant/Bond Funding

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-166
2. Pay Request No. 6

CITY OF BONDURANT
RESOLUTION NO. 250602-166

RESOLUTION APPROVING PAY REQUEST NO. 6 TO ALLIANCE CONSTRUCTION
GROUP LLC FOR THE CIVIC CAMPUS IMPROVEMENTS PHASE 2 PROJECT IN
THE AMOUNT OF \$469,935.55

WHEREAS the Civic Campus Improvements Phase 2 Pay Request No. 6 was submitted on May 22nd, 2025; AND

WHEREAS the pay request no. 6 is for work completed April 26th through May 21st, 2025, on the Civic Campus Phase 2 Project; AND

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 6 to Alliance Construction Group LLC in the amount of \$469,935.55 hereby approved.

Passed this 2nd day of June 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 / 800.241.8000
www.v-k.net

ESTIMATE OF CONSTRUCTION COMPLETED							
PARTIAL PAYMENT NO. 6							
PROJECT TITLE: CIVIC CAMPUS IMPROVEMENTS PHASE 2							
Contractor: Alliance Construction Group LLC				Date: 5/22/2025			
Original Contract Amount:		\$5,251,693.65					
Pay Period: April 26, 2025 to May 21, 2025							
BID ITEMS							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
	EARTHWORK						
2.01	Clearing and Grubbing	LS	1	1	1.00	\$9,400.00	\$9,400.00
2.02	Topsoil	CY	22,025	22,025	5,507	\$4.80	\$26,433.60
2.03	Class 10 Excavation	CY	19,620	19,620		\$7.30	\$0.00
2.04	Obliterate Old Roadbed	STA	15.0	15.0		\$1,200.00	\$0.00
2.05	Below Grade Excavation (Core Out)	CY	928	928		\$3.75	\$0.00
2.06	Subgrade Preparation	SY	27,812	27,812		\$2.80	\$0.00
2.07	Granular Stabilization	TONS	1,753.0	1,753.0		\$47.75	\$0.00
2.08	Subgrade Treatment, Geogrid	SY	2,782	2,782		\$2.50	\$0.00
2.09	Modified Subbase	SY	27,812	27,812		\$7.20	\$0.00
2.10	Compaction Testing	LS	1	1	0.25	\$14,081.00	\$3,520.25
	SEWERS AND DRAINS						
4.01	Sanitary Sewer, Trenched, 8" PVC, CO1	LF	974	774	744	\$50.00	\$37,200.00
4.02	Sanitary Sewer, Trenched, 10" PVC	LF	1,797	1,797	1,789.5	\$51.50	\$92,159.25
4.03	Sanitary Sewer, Trenched, 12" PVC	LF	826	826	829	\$73.00	\$60,517.00
4.04	Sanitary Sewer Force Main, Trenched, 8" PVC	LF	1,857	1,857	1,240	\$55.00	\$68,200.00
4.05	Sanitary Sewer Force Main Abandonment, Plug	LS	1	1		\$725.00	\$0.00
4.06	Sanitary Sewer Service Stub, 6" PVC, CO1	LF	420	370	263	\$41.00	\$10,783.00
4.07	Storm Sewer, Trenched, RCP, 15"	LF	2,230	2,230	456	\$61.00	\$27,816.00
4.08	Storm Sewer, Trenched, RCP, 18"	LF	440	440		\$62.00	\$0.00
4.09	Storm Sewer, Trenched, RCP, 24"	LF	543	543		\$75.00	\$0.00
4.10	Storm Sewer, Trenched, RCP, 36"	LF	405	405		\$110.00	\$0.00
4.11	Storm Sewer, Trenched, RCP, 42", CO2	LF	1,614	1,606	1,387	\$150.00	\$208,050.00
4.12	Pipe Apron, Concrete, 15"	EA	2	2		\$2,163.00	\$0.00
4.13	Pipe Apron, Concrete, 24"	EA	2	2		\$3,030.00	\$0.00
4.14	Removal of Culverts	LF	256	256		\$10.00	\$0.00
4.15	Subdrain, Type 1, PVC, 6"	LF	8,446	8,446		\$13.00	\$0.00
4.16	Subdrain Cleanouts	EA	7	7		\$450.00	\$0.00
4.17	Subdrain Outlet	EA	72	72		\$200.00	\$0.00
4.18	Field Tile Repair	LF	400	400	315	\$20.00	\$6,300.00
4.19	Beveled Pipe and Guard, 24"	EA	1	1		\$2,650.00	\$0.00
	WATER MAINS AND APPURTENANCES						
5.01	Water Main, 4" PVC, Trenched	LF	2,785	2,785		\$21.00	\$0.00
5.02	Water Main, 12" PVC, Trenched	LF	4,982	4,982	4,378	\$52.50	\$229,845.00
5.03	Gate Valve, 4"	EA	2	2		\$1,200.00	\$0.00
5.04	Gate Valve, 12"	EA	10	10	9	\$3,600.00	\$32,400.00
5.05	Tapping Sleeve and Valve, 12"	EA	1	1		\$6,550.00	\$0.00
5.06	Water Service Stubs, 1.5", CO1, CO2	EA	6	4	4	\$1,700.00	\$6,800.00
5.07	Water Service Stubs, 8"	EA	2	2	3	\$3,250.00	\$9,750.00
5.08	Water Service Stubs, 1.5", CO1, CO2	LF	355	240	235	\$31.00	\$7,285.00
5.09	Water Service Stubs, 8"	LF	100	100	100	\$31.50	\$3,150.00
5.10	Hydrant Assembly	EA	16	16	12	\$6,600.00	\$79,200.00
5.11	Blowoff Assembly	EA	3	3		\$1,680.00	\$0.00
5.12	Connection to Existing	EA	2	2		\$630.00	\$0.00
5.13	Water Main Abandonment	LS	1	1		\$450.00	\$0.00

[illegible]

SUMMARY																	
		Original Contract	Total Completed														
Bid Item Subtotal		\$5,251,693.65	\$1,438,396.87														
APPROVED CHANGE ORDERS																	
Change Order No.	Description/Notes	Total Approved	Total Completed														
1	Pleasant St Sanitary and Water Revisions	-\$10,942.23	\$0.00														
2	Weston Water Service, 42" Apron	\$9,150.00	\$0.00														
3		\$0.00	\$0.00														
4		\$0.00	\$0.00														
5		\$0.00	\$0.00														
6		\$0.00	\$0.00														
7		\$0.00	\$0.00														
8		\$0.00	\$0.00														
9		\$0.00	\$0.00														
10		\$0.00	\$0.00														
(Refer to Bid Item Schedule for Total Completed) Total Change Orders		-\$1,792.23	\$0.00														
		Total Approved	Total Completed														
Revised Contract Price		\$5,249,901.42	\$1,438,396.87														
			Total Completed														
Total Materials Stored			\$51,158.49														
Total Completed Plus Materials Stored			\$1,489,555.36														
Retainage (5%)			\$74,477.77														
Total Earned Less Retainage			\$1,415,077.59														
APPROVED PARTIAL PAYMENTS																	
Partial Payment No.	Period	Total Approved															
1	November 26, 2024 to December 10, 2024	\$31,587.50															
2	December 11, 2024 to January 7, 2025	\$170,649.31															
3	January 8, 2025 to February 7, 2025	\$67,419.36															
4	February 8, 2025 to March 27, 2025	\$505,428.70															
5	March 28, 2025 to April 25, 2025	\$170,057.17															
6		\$0.00															
7		\$0.00															
8		\$0.00															
9		\$0.00															
10		\$0.00															
11		\$0.00															
12		\$0.00															
		Total Previously Approved	\$945,142.04														
Amount Due This Request			\$469,935.55														
Note: The amount <u>\$469,935.55</u> is recommended for approval for payment in accordance with the terms of the Contract.																	
<table border="1"> <thead> <tr> <th colspan="2">CONTRACT SUMMARY</th> </tr> </thead> <tbody> <tr> <td>ORIGINAL CONTRACT AMOUNT</td> <td>\$5,251,693.65</td> </tr> <tr> <td>TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS</td> <td>\$5,249,901.42</td> </tr> <tr> <td>THIS PARTIAL PAYMENT</td> <td>\$469,935.55</td> </tr> <tr> <td>TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT</td> <td>\$1,415,077.59</td> </tr> <tr> <td>BALANCE</td> <td>\$3,834,823.83</td> </tr> <tr> <td>PERCENT COMPLETE</td> <td>28.4%</td> </tr> </tbody> </table>				CONTRACT SUMMARY		ORIGINAL CONTRACT AMOUNT	\$5,251,693.65	TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$5,249,901.42	THIS PARTIAL PAYMENT	\$469,935.55	TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$1,415,077.59	BALANCE	\$3,834,823.83	PERCENT COMPLETE	28.4%
CONTRACT SUMMARY																	
ORIGINAL CONTRACT AMOUNT	\$5,251,693.65																
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS	\$5,249,901.42																
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TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT	\$1,415,077.59																
BALANCE	\$3,834,823.83																
PERCENT COMPLETE	28.4%																
Recommended By:		Contractor:	Approved by:														
Veenstra & Kimm, Inc.		Alliance Construction Group LLC	City of Bondurant														
Signature		Signature															
Name	William Weber	Name	Clint Carpenter														
Title	Project Manager	Title	Project Manager														
Date	May 22, 2025	Date	May 22, 2025														
Signature		Signature															
Name	John Horton	Name	John Horton														
Title	Public Works Director	Title	Public Works Director														
Date	May 30, 2025	Date	May 30, 2025														

**ESTIMATE OF CONSTRUCTION COMPLETED****PARTIAL PAYMENT NO. 6****PROJECT TITLE: CIVIC CAMPUS IMPROVEMENTS PHASE 2****Contractor: Alliance Construction Group LLC****Date: 5/22/2025****Original Contract Amount: \$5,251,693.65****Pay Period: April 26, 2025 to May 21, 2025****BID ITEMS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
	EARTHWORK						
2.01	Clearing and Grubbing	LS	1	1	1.00	\$9,400.00	\$9,400.00
2.02	Topsoil	CY	22,025	22,025	5,507	\$4.80	\$26,433.60
2.03	Class 10 Excavation	CY	19,620	19,620		\$7.30	\$0.00
2.04	Obliterate Old Roadbed	STA	15.0	15.0		\$1,200.00	\$0.00
2.05	Below Grade Excavation (Core Out)	CY	928	928		\$3.75	\$0.00
2.06	Subgrade Preparation	SY	27,812	27,812		\$2.80	\$0.00
2.07	Granular Stabilization	TONS	1,753.0	1,753.0		\$47.75	\$0.00
2.08	Subgrade Treatment, Geogrid	SY	2,782	2,782		\$2.50	\$0.00
2.09	Modified Subbase	SY	27,812	27,812		\$7.20	\$0.00
2.10	Compaction Testing	LS	1	1	0.25	\$14,081.00	\$3,520.25
	SEWERS AND DRAINS						
4.01	Sanitary Sewer, Trenched, 8" PVC, CO1	LF	974	774	744	\$50.00	\$37,200.00
4.02	Sanitary Sewer, Trenched, 10" PVC	LF	1,797	1,797	1,789.5	\$51.50	\$92,159.25
4.03	Sanitary Sewer, Trenched, 12" PVC	LF	826	826	829	\$73.00	\$60,517.00
4.04	Sanitary Sewer Force Main, Trenched, 8" PVC	LF	1,857	1,857	1,240	\$55.00	\$68,200.00
4.05	Sanitary Sewer Force Main Abandonment, Plug	LS	1	1		\$725.00	\$0.00
4.06	Sanitary Sewer Service Stub, 6" PVC, CO1	LF	420	370	263	\$41.00	\$10,783.00
4.07	Storm Sewer, Trenched, RCP, 15"	LF	2,230	2,230	456	\$61.00	\$27,816.00
4.08	Storm Sewer, Trenched, RCP, 18"	LF	440	440		\$62.00	\$0.00
4.09	Storm Sewer, Trenched, RCP, 24"	LF	543	543		\$75.00	\$0.00
4.10	Storm Sewer, Trenched, RCP, 36"	LF	405	405		\$110.00	\$0.00
4.11	Storm Sewer, Trenched, RCP, 42", CO2	LF	1,614	1,606	1,387	\$150.00	\$208,050.00
4.12	Pipe Apron, Concrete, 15"	EA	2	2		\$2,163.00	\$0.00
4.13	Pipe Apron, Concrete, 24"	EA	2	2		\$3,030.00	\$0.00
4.14	Removal of Culverts	LF	256	256		\$10.00	\$0.00
4.15	Subdrain, Type 1, PVC, 6"	LF	8,446	8,446		\$13.00	\$0.00
4.16	Subdrain Cleanouts	EA	7	7		\$450.00	\$0.00
4.17	Subdrain Outlet	EA	72	72		\$200.00	\$0.00
4.18	Field Tile Repair	LF	400	400	315	\$20.00	\$6,300.00
4.19	Beveled Pipe and Guard, 24"	EA	1	1		\$2,650.00	\$0.00
	WATER MAINS AND APPURTENANCES						
5.01	Water Main, 4" PVC, Trenched	LF	2,785	2,785		\$21.00	\$0.00
5.02	Water Main, 12" PVC, Trenched	LF	4,982	4,982	4,378	\$52.50	\$229,845.00
5.03	Gate Valve, 4"	EA	2	2		\$1,200.00	\$0.00
5.04	Gate Valve, 12"	EA	10	10	9	\$3,600.00	\$32,400.00
5.05	Tapping Sleeve and Valve, 12"	EA	1	1		\$6,550.00	\$0.00
5.06	Water Service Stubs, 1.5", CO1, CO2	EA	6	4	4	\$1,700.00	\$6,800.00
5.07	Water Service Stubs, 8"	EA	2	2	3	\$3,250.00	\$9,750.00
5.08	Water Service Stubs, 1.5", CO1, CO2	LF	355	240	235	\$31.00	\$7,285.00
5.09	Water Service Stubs, 8"	LF	100	100	100	\$31.50	\$3,150.00
5.10	Hydrant Assembly	EA	16	16	12	\$6,600.00	\$79,200.00
5.11	Blowoff Assembly	EA	3	3		\$1,680.00	\$0.00
5.12	Connection to Existing	EA	2	2		\$630.00	\$0.00
5.13	Water Main Abandonment	LS	1	1		\$450.00	\$0.00

[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$5,251,693.65	\$1,438,396.87
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Pleasant St Sanitary and Water Revisions	-\$10,942.23	\$0.00
2	Weston Water Service, 42" Apron	\$9,150.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
(Refer to Bid Item Schedule for Total Completed) Total Change Orders		-\$1,792.23	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$5,249,901.42	\$1,438,396.87
			Total Completed
Total Materials Stored			\$51,158.49
Total Completed Plus Materials Stored			\$1,489,555.36
Retainage (5%)			\$74,477.77
Total Earned Less Retainage			\$1,415,077.59
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	November 26, 2024 to December 10, 2024	\$31,587.50	
2	December 11, 2024 to January 7, 2025	\$170,649.31	
3	January 8, 2025 to February 7, 2025	\$67,419.36	
4	February 8, 2025 to March 27, 2025	\$505,428.70	
5	March 28, 2025 to April 25, 2025	\$170,057.17	
6		\$0.00	
7		\$0.00	
8		\$0.00	
9		\$0.00	
10		\$0.00	
11		\$0.00	
12		\$0.00	
		Total Previously Approved	\$945,142.04
Amount Due This Request			\$469,935.55
Note: The amount \$469,935.55 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT		\$5,251,693.65	
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS		\$5,249,901.42	
THIS PARTIAL PAYMENT		\$469,935.55	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$1,415,077.59	
BALANCE		\$3,834,823.83	
PERCENT COMPLETE		28.4%	
Recommended By:		Contractor:	Approved by:
Veenstra & Kimm, Inc.		Alliance Construction Group LLC	City of Bondurant
Signature		Signature	
Name	William Weber	Name	Clint Carpenter
Title	Project Manager	Title	Project Manager
Date	May 22, 2025	Date	May 22, 2025
Signature		Signature	
Name		Name	John Horton
Title		Title	Public Works Director
Date		Date	May 30, 2025



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

Item No. 7.e.
For Meeting of 6/2/2025
Resolution

TITLE: - Resolution approving change order no. 3 for additional materials and changes required to relocate DMWW 3-inch rural water main for the Civic Campus Phase 2 Public Improvements in the amount of \$18,588.05

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve change order #3 in the amount of \$18,588.05 related to additional materials, fittings, and extra survey work required to relocate the 3-inch rural water main that runs through the civic campus area. This work is required to be able to complete the new road alignment. Since this rural main lies within an easement currently, the City is responsible for the costs of moving for the project.

FUNDING SOURCE: RISE Grant/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-167
2. Change Order No. 3

CITY OF BONDURANT
RESOLUTION NO. 250602-167

RESOLUTION APROOVING CHANGE ORDER NO. 3 FOR THE ADDTION MATERIALS
AND FITTINGS TO RELOCATE DMWW RURAL WATER MAIN ON THE CIVIC
CAMPUS PHASE 2 IMPROVEMENTS PROJECT IN THE AMONT OF
\$18,588.05

WHEREAS, on May 22nd, 2025, the City of Bondurant received change order no. 3 for the addition of materials and extra work to relocate DMWW rural water main for the Civic Campus Phase 2 Public Improvement Project; AND

WHEREAS the City Council approves change order no. 3 for the addition of materials and work for the Civic Campus Phase 2 Public Improvement Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that change order no. 3 for the Civic Campus Phase 2 Public Improvement Project to Alliance Construction Group LLC. is hereby approved.

Passed this 2nd day of June 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



VEENSTRA & KIMM INC.
 6775 Vista Drive
 West Des Moines, Iowa 50266
 515.225.8000 // 800.241.8000
 www.v-k.net

May 22, 2025

CHANGE ORDER NO. 3

BONDURANT, IOWA
 CIVIC CAMPUS IMPROVEMENTS PHASE 2

Change Order No. 3 modifies the contract for plan changes required by DMWW during the permitting process to meet their requirements. DMWW had not provided review and comment on the as-bid plans for the relocation of their 4" water main prior to the letting. The modification adjusts/adds/removes the following items for the project:

Compensation

Item No.	Bid Item	Unit	Qty	Unit Price	Extended Price
	Existing Items in Contract				
CO3.1	Item 5.01, Water Main, 4" PVC, Trenched	LF	18	\$21.00	\$378.00
CO3.2	Item 5.03, Gate Valve, 4"	EA	4	\$1,200.00	\$4,800.00
CO3.3	Item 5.12, Connection to Existing	LF	2	\$630.00	\$1,260.00
	New Items				
CO3.4	4" Water Main Alignment Revisions	LS	1	\$10,500.05	\$10,500.05
CO3.5	Additional Survey, 4" Water Revisions	LS	1	\$1,650.00	\$1,650.00
				Total	\$18,588.05

Change Order No. 3 increases the contract amount by **\$18,588.05.**

Estimate Reference Information

Item CO3.1 Refer to ERI notes for Bid Item 5.01. Changes made to as-bid plans were required by DMWW for permitting.

Item CO3.2 Refer to ERI notes for Bid Item 5.03. Changes made to as-bid plans were required by DMWW for permitting.

V&K Job No. 428119-2

BUILDING RELATIONSHIPS **ENGINEERING SOLUTIONS**

CHANGE ORDER NO. 3

Item CO3.3: Refer to ERI notes for Bid Item 5.12. Changes made to as-bid plans were required by DMWW for permitting.

Items CO3.3: Eliminates 1.5" water service at approximate STA 135+90 (Weston Property).

Items CO3.4: Measurement and payment will be made for Lump Sum payment for additional fittings (bends, tees, etc.) required for horizontal and vertical alignment of the water main by DMWW. Includes Contractor 10% markup.

Item CO2.6: Measurement and payment will be made for Lump Sum payment for additional survey required for horizontal and vertical alignment of the water main by DMWW. Includes Contractor 10% markup.

Completion Date

Change Order No. 3 adds zero (3) days to the Project Completion Date.

Project Completion Date: December 3, 2025.

ALLIANCE CONSTRUCTION GROUP, LLC

CITY OF BONDURANT, IOWA

By *Clint Carpenter*
Clint Carpenter May 05, 2025 10:00 (EST)

By *John Horton*
John Horton May 05, 2025 10:26 (EST)

Title Project Manager

Title JOHN HORTON

Date 22/05/2025

Date 30/05/2025

VEENSTRA & KIMM, INC.

By *Mike Veenstra*

Title Project Manager

Date 22/05/2025

May 22, 2025

CHANGE ORDER NO. 3

BONDURANT, IOWA
CIVIC CAMPUS IMPROVEMENTS PHASE 2

Change Order No. 3 modifies the contract for plan changes required by DMWW during the permitting process to meet their requirements. DMWW had not provided review and comment on the as-bid plans for the relocation of their 4" water main prior to the letting. The modification adjusts/adds/removes the following items for the project:

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CO3.3	Item 5.12, Connection to Existing	LF	2	\$630.00	\$1,260.00
	New Items				
CO3.4	4" Water Main Alignment Revisions	LS	1	\$10,500.05	\$10,500.05
CO3.5	Additional Survey, 4" Water Revisions	LS	1	\$1,650.00	\$1,650.00
				Total	\$18,588.05

Change Order No. 3 increases the contract amount by **\$18,588.05.**

Estimate Reference Information

Item CO3.1 Refer to ERI notes for Bid Item 5.01. Changes made to as-bid plans were required by DMWW for permitting.

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V&K Job No. 428119-2

CHANGE ORDER NO. 3

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Completion Date

Change Order No. 3 adds zero (3) days to the Project Completion Date.

Project Completion Date: December 3, 2025.

ALLIANCE CONSTRUCTION GROUP, LLC

By Clint Carpenter
Clint Carpenter (May 22, 2025 20:30 CDT)

Title Project Manager

Date 22/05/2025

CITY OF BONDURANT, IOWA

By John Horton
John Horton (May 30, 2025 07:25 CDT)

Title JOHN HORTON

Date 30/05/2025

VEENSTRA & KIMM, INC.

By Will Kimm

Title Project Manager

Date 22/05/2025



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

Item No. 7.f.
For Meeting of 6/2/2025
Resolution

TITLE: - Resolution approving the Request for Permit for a Supervised Fireworks Display on June 10, 2025, for Summerfest

CONTACT PERSON:

Katie Klus, Communication & Events Coordinator
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: This is the fireworks paperwork from the Bondurant Men's Club, for a Fireworks Permit for Summerfest.

FUNDING SOURCE: General Fund.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-168
2. 2025 Summerfest Fireworks Information

CITY OF BONDURANT
RESOLUTION NO. 250602-168

RESOLUTION APPROVING THE REQUEST FOR PERMIT FOR A SUPERVISED
FIREWORKS DISPLAY ON JUNE 10, 2025, FOR SUMMERFEST

WHEREAS, Al Ihde, 200 5th Street, SE, has requested on behalf of the Bondurant Men's Club, a Permit for a Supervised Display of Fireworks on June 10, 2025; AND

WHEREAS the proper application including Certificate of Insurance required by the City of Bondurant will be properly completed and submitted in a timely manner.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, the Permit for a Supervised Display of Fireworks for Summerfest, is hereby approved as presented.

Passed this 2nd day of June 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



DISPLAY INFORMATION

Please complete the following information printed in **RED**:

Display Date: **June 10, 2025**

Rain Date: _____

Time of Display: **10:00 PM**

Name of **Organization Purchasing Display**: **Bondurant Men's Club**

Billing Address: **200 2nd St NE, Box 37**

City, State, Zip: **Bondurant, Iowa 50035**

Telephone: **515-967-2418**

Cell: _____

E-mail: **bondurantmensclub@gmail.com**

Name of **Contact Person**: **Al Ihde**

Contact Address: **200 5th St. SE**

City, State, Zip: **Bondurant, Iowa 50035**

Telephone: **515-202-8282**

Cell: _____

E-mail: **Al_ihde@mediacombb.net**

Send **Invoice** to: **see above**

Billing Address: _____

City, State, Zip: _____

Telephone: _____

Cell: _____

E-mail: _____

FOR SALES REPRESENTATIVE



J&M Fired



1.4G



1.3G



PROXIMATE



HAND FIRE
(July 1st - 6th Only)



FLAME

Sales Representative: **Mark R. Johnson**

Insurance Extension:



YES or



NO

On-Site Contact for Tech: **Al Ihde**

Telephone: **515-202-8282**

Delivery Information: Customer Pick Up At: _____

On-Site Delivery: ☒

Driver Name: **Kevin McClain**

Telephone: **515-669-7804**

Delivery Address to Shoot Site: **City of Bondurant grounds, old lagoon West of middle school**

Delivery to Bunker: ☒ Location: **Woodward Bunker**

Lead Tech: **Kevin McClain**

Telephone: **515-669-7804**

NOTES:

Proposal # **28698**

Final Show \$: **5,225.00**

Mileage: _____ (by air miles)

OFFICE USE ONLY

O# _____

C# _____

Customer PO# _____



tax exempt certificate received



Agreement received



Full payment



Down payment



permit received



IQ received

\$ _____

\$ _____



ATF permit Exp. _____



S/P _____

Date _____ Check# _____

Date: _____ Check# _____



MEMBERS OF APA, PGH, IPA, NFA, IAFE, NACA, IMTA, BBB



J&M Displays Proposal for: Bondurant Men's Club

Main Event

2.5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
4	2.5" GREEN FLASH		\$8.20	\$32.80
2	2.5" PURPLE PEONY		\$8.20	\$16.40
2	2.5" WHITE FLASH		\$8.20	\$16.40
2	2.5" YELLOW PEONY		\$8.20	\$16.40
1	Assortment G of 15 pairs (30 shells) J&M Brand Shells ELECTRIC FIRE	mixed tails	\$330.00	\$330.00
Category Shell Count: 40				\$412.00

3 Inch Salutes

Quantity	Name	Rising Effect	Price	Total
5	Salute with whistle tail	Whistle tail	\$11.30	\$56.50
Category Shell Count: 5				\$56.50

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	3" Shell Blue with palm pistil		\$15.00	\$15.00
1	3" YELLOW PEONY		\$15.00	\$15.00
1	Gold Spangle chrysanthemum with crackling	Large Brocade tail	\$23.80	\$23.80
1	Golden wave to blue to yellow chrysanthemum		\$23.80	\$23.80
1	Green cherry blossom		\$23.80	\$23.80
1	Reddish gamboge to yellow chrysanthemum		\$23.80	\$23.80
1	Assortment Q of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$310.00	\$310.00
1	Assortment T of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$310.00	\$310.00
Category Shell Count: 46				\$745.20

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Half Purple half green with gold willow ring		\$28.60	\$28.60
1	Lime Magenta and orange peony with silver strobe pistil		\$28.60	\$28.60
1	Red and Blue Dahlia with silver glitter	Gold tail	\$28.60	\$28.60
1	Assortment B of 20 different J&M Brand shells ELECTRIC FIRE	mixed tails	\$610.00	\$610.00
1	Assortment L of 20 different J&M Brand Shells ELECTRIC FIRE	mixed tails	\$610.00	\$610.00
Category Shell Count: 43				\$1,305.80

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Aqua and purple peony with orange pistil		\$59.90	\$59.90
2	Dahlia, assorted colors		\$59.90	\$119.80
2	Gold Glitter chrys to color assorted		\$59.90	\$119.80
1	Gold willow with color pistil	gold tail	\$59.90	\$59.90
1	Medusa pattern (E-Fire ONLY) (assorted case)		\$83.00	\$83.00
1	Rainbow crossette		\$83.00	\$83.00
Category Shell Count: 8				\$525.40

Section Shell Count: 142

Finales

Proposal #: 28698 Designed on: 2025-02-04 22:20:39 Printed on: February 4, 2025, 4:20 pm Page: 1 of 4

18064 170th Avenue, Yarmouth, Iowa 52660-9772
1-800-648-3890 • Fax: 1-319-394-3265 • main@jandmdisplays.com • www.jandmdisplays.com



MEMBERS OF APA, PGH, IPA, NFA, IAFE, NACA, IMTA, BBB



J&M Displays Proposal for: Bondurant Men's Club

Finales

2.5 Inch Finales

Quantity	Name	Rising Effect	Price	Total
1	9 Salutes with one palm 10 Shot finale chain		\$133.00	\$133.00
5	Rainbow peony 10 Shot finale chain		\$133.00	\$665.00
Category Shell Count: 60				\$798.00

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Brocade Crown with silver strobe pistils		\$83.00	\$83.00
Category Shell Count: 1				\$83.00
Section Shell Count: 61				

Miscellaneous

Ignition Items

Quantity	Name	Rising Effect	Price	Total
175	Igniter 3 meter leads, REGULATED, (USE in Multiples of 25 Only)		\$2.20	\$385.00
1	MJG 15' (non-regulated ATF) Igniters with 15' leads (FWI15 - 20 per box)		\$2.20	\$2.20
Category Shell Count: 0				\$387.20
Section Shell Count: 0				

8% Free for Early Payment

Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	Whistle to report 25 shot (20 sec)		\$33.00	\$33.00
Category Shell Count: 25				\$33.00

1.4G Multi-shell Barrage Units

Quantity	Name	Rising Effect	Price	Total
1	(UN0431) Color with strobe 25 shot cake		\$76.00	\$76.00
1	(UN0431) Crackling with tail 25 shot cake 5x5		\$76.00	\$76.00
Category Shell Count: 50				\$156.00

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Gold Palm with crackling pistol		\$23.80	\$23.80
1	Lemon eddy in chrysanthemum	Large Brocade tail	\$23.80	\$23.80
1	White strobe with red dahlia	glitter tail	\$23.80	\$23.80
Category Shell Count: 3				\$256.40

Proposal #: 28698 Designed on: 2025-02-04 22:20:39 Printed on: February 4, 2025, 4:20 pm Page: 2 of 4

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MEMBERS OF APA, PGH, IPA, NFA, IAFE, NACA, IMTA, BBB



J&M Displays Proposal for: Bondurant Men's Club

8% Free for Early Payment

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Glittering willow			
1	Pink and Lemon crossette	glitter tail	\$45.60	\$45.60
			\$45.60	\$45.60
Category Shell Count: 2				\$347.60
Section Shell Count: 80				

15% Free for Loyalty Program

3 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Chrysanthemum to cherry with rosy pistil		\$23.80	\$23.80
1	Glittering Willow to Multi-Color With Pistil		\$23.80	\$23.80
2	Gold Willow with color pistil	Gold tail	\$23.80	\$47.60
2	Six Angle brocade crown	Large Brocade tail	\$23.80	\$47.60
Category Shell Count: 6				\$142.80

4 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	Blue to dark to red		\$45.60	\$45.60
1	Brocade crown coconut	Large Brocade tail	\$45.60	\$45.60
2	Crackling willow		\$45.60	\$91.20
1	Glitter crossette	flower crown tail	\$45.60	\$45.60
1	Gold crown		\$45.60	\$45.60
1	Golden kamuro to white strobe	Gold tail	\$45.60	\$45.60
1	Red green and blue moving stars		\$45.60	\$45.60
1	White strobe and red dahlia	whistling tail	\$45.60	\$45.60
Category Shell Count: 9				\$553.20

5 Inch Color Shells

Quantity	Name	Rising Effect	Price	Total
1	White flickering crossette	silver tail	\$83.00	\$83.00
Category Shell Count: 1				\$636.20
Section Shell Count: 16				



MEMBERS OF APA, PGII, IPA, NFA, IAFE, NACA, IMTA, BBB



J&M Displays Proposal for: Bondurant Men's Club

This proposal includes an extension of our \$10,000,000.00 spectator liability insurance, and workers compensation on our shoot team.

Subtotal Fireworks: **\$3,961.25**
J&M Production: **\$1,263.75**
Total Price of Show: **\$5,225.00**

Total Shot Count: 299
Packing Check: 244
Date of Display: 06/10/25
Customer Number: 10240

Summary of Free Items Added to Your Show See Previous Pages for a Listing of Free Items Free Items are Based on the \$3,961.25 Fireworks Subtotal

\$347.60	8% Free for Early Payment
\$636.20	15% Free for Loyalty Program
\$983.80	Total Free

Your Price is \$5,225.00

Please Note the Following Comments:

The data in this proposal is confidential, and is to be accorded confidential treatment and shall not be disclosed other than to the official representative of the organization listed on the cover, and only then when in the evaluation of this proposal. Any reproduction of the contents of this proposal, whether in whole or in part, is expressly forbidden. J&M Displays, Inc. requests that all information be safeguarded from release pursuant to any request under the Freedom of Information Law of this state or any other state or jurisdiction; as it may cause competitive disadvantage to our company. The enclosed concepts and materials are the sole and exclusive property of J&M Displays, Inc. We reserve the right to make substitutions of equal or greater value. Prices and specifications are subject to change without notice. For choreographed displays the quantity and sizes of product may change based on the music selected; however, the dollar value of the product will remain the same.



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 5 day of March, 2025, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and Bondurant Men's Club, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 5,225.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of June 10th, 2025 at approximately 10:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$ 5,225.00 in full by April 1, 2025 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☐ 5% ☐ 10% ☒ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of TBD or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.
A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.
- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

- VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.
- VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: Mark R. Johnson

BY: Allen Side

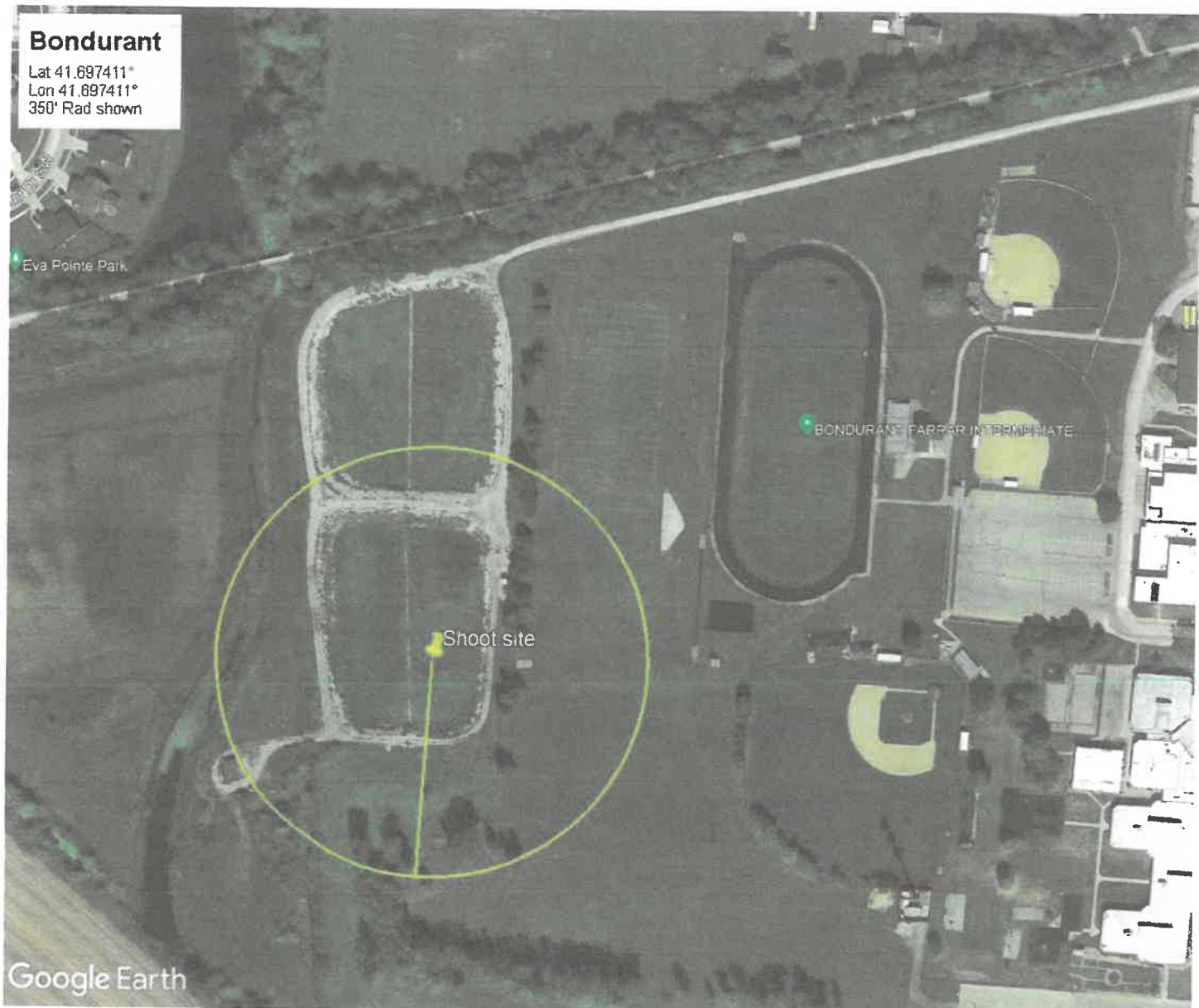
ROLE: Sales Representative

ROLE: TERMINAL

J&M Displays, Inc.

ENTITY: Bondurant Men's Club

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:														
INSURED J & M Displays, Inc. 18064 170th Avenue Yarmouth IA 52660	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Everest Denali Insurance Company</td><td>16044</td></tr><tr><td>INSURER B : AXIS Surplus Insurance Company</td><td>26620</td></tr><tr><td>INSURER C : James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER D : Arch Specialty Ins Co</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Everest Denali Insurance Company	16044	INSURER B : AXIS Surplus Insurance Company	26620	INSURER C : James River Insurance Company	12203	INSURER D : Arch Specialty Ins Co		INSURER E :		INSURER F :	
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INSURER D : Arch Specialty Ins Co															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:** 945646079**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:			P0000004658	1/15/2025	1/15/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			SI8CA00033-251	1/15/2025	1/15/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			UXP1057616-00	1/15/2025	1/15/2026	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				
B	Excess Liability #2			P-001-000063943-07	1/15/2025	1/15/2026	Each Occ/ Aggregate Total Limits \$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement or permit.

DISPLAY DATE: June 10, 2025

RAIN DATE: June 12, 2025

LOCATION: City of Bondurant grounds, old lagoon west of middle school.

ADDITIONAL INSURED: CITY OF BONDURANT, IA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS AND LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; Bondurant Men's Club (Sponsor).

CERTIFICATE HOLDER**CANCELLATION**

City of Bondurant/ Bondurant Men's Club
Box 244
Bondurant IA 50035

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Nationwide®

NATIONWIDE ASSURANCE COMPANY
(A STOCK COMPANY)
ONE WEST NATIONWIDE BLVD
COLUMBUS, OH 43215-2220
1-877 On Your Side
1 (877) 669-6877

RENEWAL

COMMERCIAL GENERAL LIABILITY COMMON DECLARATIONS

Policy Number: ACP CG017164045435
Named Insured: BONDURANT MENS CLUB
Mailing Address: PO BOX 244
BONDURANT, IA 50035-0244
Agency: THE ACCEL GROUP LLC
Address: 301 OAK RIDGE CIR
WAVERLY, IA 50677-4371
Agency Phone: (319) 365-8611
Producer: DOUG WHITEHEAD
Policy Period: Effective From 05-28-2025 To 05-28-2026
12:01 AM Standard Time at the
insured's mailing address.
The Insured is a(n): Non-Profit Organization



Premium/Fees

Total Annual Premium	\$506.00
Total Policy Premium	\$506.00

Limits Of Insurance -

Premises/Operations and Products/Completed Operations

Limit

Deductible

Each Occurrence Limit	Per Occurrence	\$1,000,000	
Personal and Advertising Injury Limit	Per Person Or Organization	\$1,000,000	
General Aggregate Limit	All Occurrences	\$2,000,000	
Products/Completed Operations Aggregate Limit	All Occurrences	\$2,000,000	
Damage To Premises Rented To You Limit	Per Occurrence	\$100,000	
Medical Payments Limit	Per Person	\$5,000	
Premises/Operations BI Deductible			No Deductible
Premises/Operations PD Deductible			No Deductible
Premises/Operations BI and PD Deductible			No Deductible
Products/Completed Operations BI Deductible			No Deductible
Products/Completed Operations PD Deductible			No Deductible



Nationwide®

COMMERCIAL GENERAL LIABILITY

SCHEDULE(S)

Policy Number: ACP CG017164045435

Policy Period: From 05-28-2025 To 05-28-2026

SCHEDULE OF NAMED INSURED(S)

Named Insured

Type of Entity

BONDURANT MENS CLUB

Non-Profit Organization

SCHEDULE OF LOCATIONS

Location

Location ID

Location Address

001

200 2ND ST NW, BONDURANT, IA 50035-1024

80965000389112



INSURED COPY

IA 00277



Nationwide®

COMMERCIAL GENERAL LIABILITY

SCHEDULE(S)

Policy Number: ACP CG017164045435

Policy Period: From 05-28-2025 To 05-28-2026

IMPORTANT NOTICES

Form Number	Title
NI0110 09 23	Exclusion - Communicable Disease Classified As An Epidemic, Pandemic, Or Public Health Emergency Disclosure
NI6048 08 22	Notice To Policyholders Amendment Of Fungi Or Bacteria Exclusion
NI0004 01 17	Important Notice for Renewal Policies
NI0035 01 17	Data Breach & Identity Recovery Services
NI0075 01 17	Consumer Report Inquiry Notice
NI6049 12 23	2023 Commercial General Liability Multistate Endorsements Addressing Cyber And Data Privacy

8096500059608



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IA 00277



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

Item No. 7.g.
For Meeting of 6/2/2025
Resolution

TITLE: - Resolution awarding the contract for the NE Jorie Way Drainage Improvements Project to Con-Struct Inc. in the amount of \$105,655.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The council approved on the March 24th agenda an action to order construction and authorize staff to solicit quotes for the NE Jorie Way Drainage Improvements Project in a not to exceed the amount of \$75,000. Staff has worked throughout the Spring season to secure quotes on this project and only received 1 quote back to complete this project.

The quote received for the work to be completed is quite a bit higher than anticipated. After reviewing the bid quantities and checking with current pricing it is the staff's recommendation that the council approve the quote received and proceed with the project to avoid any further delays.

FUNDING SOURCE: Stormwater Fund/ RUT Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-169
2. Con-Struct's Quote - Bondurant - NE Jorie Way Drainage Improvements

CITY OF BONDURANT
RESOLUTION NO. 250602-169

RESOLUTION AWARDING THE CONTRACT AND BOND FOR THE NE JOIRE WAY
DRAINAGE IMPROVEMENTS PROJECT TO CON-STRUCT INC. IN THE AMOUNT
OF \$105,655.00

WHEREAS, on March 24th, 2025, the City of Bondurant approved the order of construction for the NE Jorie Way Drainage Improvements Project; AND

WHEREAS, on May 19th, 2025, the City of Bondurant received 1 quote for the Project; AND

WHEREAS the location of the work to and the kinds and sizes of materials proposed to be used as follows:

The work to be done at the location shown on the plans includes construction of the NE Jorie Way Drainage Improvements Project including all labor, materials and equipment necessary to replace the tile lines between the existing R.O.W. lines, remove and replace the existing culvert with dual culverts, install rip rap and energy dissipator structures, restore the roadway, and miscellaneous associated work, including cleanup.

WHEREAS The City Council approves the contract and bond for the NE Jorie Way Drainage Improvements Project; AND

WHEREAS payments are to be made to Con-Struct Inc. in accordance with and subject to the provisions embodied in the documents made as part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that NE Jorie Way Drainage Improvements Project contract is awarded to Con-struct Inc. and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 2nd day of June 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

QUOTATION

NE JORIE WAY DRAINAGE IMPROVEMENTS
BONDURANT, IOWA

Name of Firm Con-Struct, Inc.

Address of Firm 1710 East Main Street, Marshalltown, IA 50158

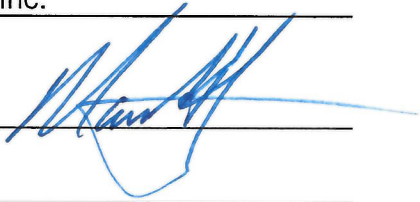
To: City Council
City of Bondurant
200 Second Street NE
Bondurant, Iowa 50035

The undersigned, having examined the plans and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described on the plans, within the time and for the sums stated hereinafter on attached Quotation Schedule; which Quotation Schedule is hereby made a part of this Quotation.

The undersigned certifies that this Quotation is offered in good faith, without collusion or connection with any other persons quoting on the work.

The undersigned states that this Quotation is offered in conformity with the plans and scope of work and agrees that in the event of any discrepancies or differences between any conditions of his quotation and the scope of work prepared by VEENSTRA & KIMM, INC. that the provisions of the latter shall prevail.

Name of Firm Con-Struct, Inc.

By Matthew A. Jensen 

Title Vice President

Q-1

428120

QUOTATION SCHEDULE

NE JORIE WAY DRAINAGE IMPROVEMENTS PROJECT

1. Construct NE Jorie Way Drainage Improvements Project for the following unit and lump sum prices:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1	Mobilization	LS	1	xxxx	\$ <u>8,000.00</u>
2	Traffic Control	LS	1	xxxx	<u>2,500.00</u>
3	Removal of Known Pipe Culvert, CMP, 24"	LF	28	\$ <u>50.00</u>	\$ <u>1,400.00</u>
4	Removal of Known Pipe Culvert, CMP, 30"	LF	25	\$ <u>50.00</u>	\$ <u>1,250.00</u>
5	Tile Repair, SDR 26 PVC, 4"	LF	254	\$ <u>20.00</u>	\$ <u>5,080.00</u>
6	Tile Repair, SDR 26 PVC, 6"	LF	141	\$ <u>25.00</u>	\$ <u>3,525.00</u>
7	Tile Repair, SDR 26 PVC, 8"	LF	40	\$ <u>30.00</u>	\$ <u>1,200.00</u>
8	Pipe Culvert, Trenched, RCP, 36"	LF	80	\$ <u>250.00</u>	\$ <u>20,000.00</u>
9	Footing for Concrete Pipe Apron	EA	4	\$ <u>1,500.00</u>	\$ <u>6,000.00</u>
10	Pipe Apron, Concrete, 36", Type 2	EA	4	\$ <u>3,500.00</u>	\$ <u>14,000.00</u>
11	Pipe Apron Guard, Concrete, 36"	EA	4	\$ <u>4,000.00</u>	\$ <u>16,000.00</u>
12	Roadway, Granular, 8" Thickness	SY	47	\$ <u>25.00</u>	\$ <u>1,175.00</u>
13	Rip Rap, Class D Revetment Stone	TON	25	\$ <u>125.00</u>	\$ <u>3,125.00</u>

					<u>Quotation</u>
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
14	Energy Dissipator, Pipe Apron, Concrete, 36", Type 2	EA	2	\$ <u>6,000.00</u>	\$ <u>12,000.00</u>
15	Exploratory Excavation	HR	4	\$ <u>600.00</u>	\$ <u>2,400.00</u>
16	Seed, Fertilize, Mulch, Type 2	LS	1	xxxx	<u>8,000.00</u>
TOTAL QUOTATION (Items 1 - 16) \$					<u>105,655.00</u>

2. The work will be completed on or before April 18th, 2025.

3. Required Attachment:

- Bidder Status Form

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☒ Yes ☐ No My company has an office to transact business in Iowa.
- ☒ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☒ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☒ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: 01 / 01 / 1971 to Present / _____ Address: 1710 East Main Street
City, State, Zip: Marshalltown, IA 50158

Dates: 01 / 01 / 1984 to Present / _____ Address: 305 S. Dayton Ave.
City, State, Zip: Ames, IA 50010

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

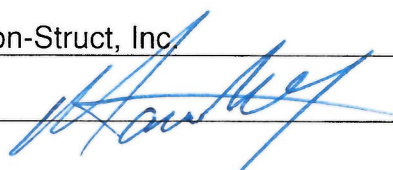
You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: Con-Struct, Inc

Signature:  Date: 05/19/25

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☒ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☒ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☒ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☒ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☒ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☒ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☒ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☒ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.



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

Item No. 7.h.
For Meeting of 6/2/2025
Resolution

TITLE: - Resolution approving action to order construction and set date of bid letting and public hearing for June 16, 2025, at 6:00 p.m. at Bondurant City Hall for the Truman Dr. NE Public Infrastructure Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On August 21st, 2023, City Council approved the professional services agreement with Veenstra and Kim for design work on the Truman Dr. Public infrastructure project site area. Staff and engineers from Veenstra & Kim have been working behind the scenes on coordination and design with the Bondurant-Farrar school district, and their design team. Plans have been finalized and are ready to go out for bidding.

This is a multiple-phase project as the new Truman Dr. NE will be the first project to facilitate the school district beginning construction of the new elementary school next spring. Phases 2 and 3 will include the Stormwater Improvements that are needed for this area and also the reconstruction of 2nd St. NE in this area and adding signalization to this new intersection.

The attached resolution is to begin the process of taking bids for the Truman Dr. Public Improvements Project.

FUNDING SOURCE: Bond Funds/RUT Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-170
2. 3 Notice of Public Hearing 428111
3. 4 Notice to Bidders 428111

CITY OF BONDURANT
RESOLUTION NO. 250602-170

RESOLUTION APPROVING ACTION TO ORDER CONSTRUCTION AND SET DATE
OF LETTING AND PUBLIC HEARING FOR THE TRUMAN DRIVE NE PUBLIC
IMPROVEMENTS PROJECT

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

WHEREAS, bids are due and will be opened July 2nd, at 10:00 am at the Bondurant City Hall Council Chambers 200 Second St. NE Bondurant, Iowa 50035; AND

WHEREAS, a public hearing on the proposed plans, specifications, form of contract, and estimate of cost is scheduled for June 16th, 2025, at 6:00 p.m. in the Bondurant City Hall Council Chambers at 200 Second Street NE, Bondurant, Iowa 50035; AND

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

Passed this 2nd day of June 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE BFSB PUBLIC INFRASTRUCTURE TRUMAN DRIVE FOR THE CITY OF BONDURANT, IOWA

At 6:00 P.M. on the 16th day of June 2025, the City Council of the City of Bondurant, Iowa will, in said Council Chambers at City Hall, 200 Second Street NE, Bondurant, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the BFSB Public Infrastructure Truman Road project.

The description of the project is as follows:

BFSB PUBLIC INFRASTRUCTURE TRUMAN DRIVE

Construct BFSB Public Infrastructure Truman Drive including all labor, materials, and equipment necessary to construct a new 9 inch PCC Pavement 1,900 feet in length (street totals 9,800+ SY and 2,000 SY of trail and walk) with approximately 2,200 lineal feet of 12 inch PVC watermain, 4,000 lineal feet of 15 to 24-inch storm sewer, intakes, storm and sanitary manholes, hydrants, valves, earthwork, surface restoration, traffic control, and miscellaneous associated work, including cleanup.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This notice is given by order of the Council of the City of Bondurant, Iowa.

Doug Elrod, Mayor

ATTEST:

Marketa Oliver, City Administrator

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE BFSB PUBLIC INFRASTRUCTURE TRUMAN DRIVE FOR THE CITY OF BONDURANT, IOWA

Sealed proposals will be received by the City Clerk of the City of Bondurant, Iowa, at the City Hall, 200 Second Street NE, Bondurant, Iowa, before 10:00 A.M. on the 2nd day of July 2025 for the construction of the BFSB Public Infrastructure Truman Drive project, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said Council Chambers by the City Administrator and Project Engineers at the time and date specified above.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

BFSB PUBLIC INFRASTRUCTURE TRUMAN ROAD

Construct BFSB Public Infrastructure Truman Drive including all labor, materials, and equipment necessary to construct a new 9 inch PCC Pavement 1,900 feet in length (street totals 9,800+ SY and 2,000 SY of trail and walk) with approximately 2,200 lineal feet of 12 inch PVC watermain, 4,000 lineal feet of 15 to 24-inch storm sewer, intakes, storm and sanitary manholes, hydrants, valves, earthwork, surface restoration, traffic control, and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Bondurant, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said hearing. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

The bid security should be made payable to the CITY OF BONDURANT, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid

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Notice to Bidders

security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Bidders will use the bid bond form included in the specifications.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City. The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and the maintenance of improvements in good repair for not less than four (4) years from the time of acceptance of the improvements by the City.

The work will commence within ten (10) calendar days as set out in written Notice to Proceed and shall be completed by June 30, 2026. Failure to complete the work under the specified schedule will result in liquidated damages of \$1,500.00 per consecutive calendar day until the project is complete, with due allowances for extensions of the contract period due to conditions beyond the control of the Contractor.

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Notice to Bidders

Payment for said improvements will be made in cash from sale of general obligation bonds or notes, water revenue bonds or notes, or from such funds as are legally available for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-seven percent (97%) of the contract value of the work completed and material delivered to the site during the preceding calendar month less penalties. Payments made shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Plans and specifications governing the construction of the proposed improvements, and the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from Veenstra & Kimm, Inc., 6775 Vista Drive, West Des Moines, Iowa 50266.

This notice is given by order of the Council of the City of Bondurant, Iowa.

Doug Elrod, Mayor

ATTEST:
Marketa Oliver, City Administrator

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

Item No. 7.i.
For Meeting of 6/2/2025
Resolution

TITLE: - Resolution Authorizing Submission of WTED Grant Application and Commitment to DMACC Training Contract

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS:

The City of Bondurant continues to invest in professional development through its Bondurant Organizational Leadership Development (BOLD) initiative. As part of this effort, the City has partnered with DMACC to offer the Dale Carnegie Leadership Excellence Program, a six-week training focused on communication, coaching, time management, and leadership principles.

The full cost of the program is **\$33,600 for 25 training seats**, priced at **\$1,344 per person**. The City of Bondurant intends to utilize **10 seats** for internal staff development and make the remaining 15 seats available to other municipalities or strategic partners, such as the Chamber. Bondurant will be responsible for invoicing and coordination of these additional participants. The attached resolution authorizes the submission of a grant application to the Iowa Department of Education and Workforce Training and Economic Development Fund for up to 90% of the investment for the leadership training.

FUNDING SOURCE: This is budgeted across all departments as there is participation organization wide.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-171
2. WTED_application
3. WTED_Prelim_Template_Filled
4. CityofBondurant_TC2282_DaleCarnegieLdrship

CITY OF BONDURANT
RESOLUTION NO. 250602-171

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO
THE IOWA DEPARTMENT OF EDUCATION WORKFORCE TRAINING AND
ECONOMIC DEVELOPMENT (WTED) FUND FOR EMPLOYEE LEADERSHIP
TRAINING

WHEREAS the City of Bondurant is committed to the professional development of its employees and recognizes the value of investing in leadership and workforce training to enhance organizational capacity and effectiveness; and

WHEREAS the City of Bondurant seeks to implement the Dale Carnegie Leadership Excellence Program in partnership with Des Moines Area Community College (DMACC) to train up to 25 employees in communication, coaching, performance management, and change readiness skills; and

WHEREAS, the total training investment is \$33,600, with a required 30% company match of \$4,637; and

WHEREAS the Workforce Training and Economic Development (WTED) Fund provides financial assistance for workforce training initiatives that align with Iowa's economic development and employment growth priorities; and

WHEREAS the City of Bondurant intends to apply for WTED funds in the amount of \$33,600 to support this training initiative.

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

1. The City Council hereby authorizes the Finance & Employee Services Director to submit an application to the Iowa Department of Education for funding from the Workforce Training and Economic Development (WTED) Fund in the amount of \$33,600.
2. The City affirms its commitment to provide the required 10% cash match in the amount of \$3,360 toward the total training cost.
3. The City authorizes the Mayor and/or Finance & Employee Services Director to execute any documents and take such actions as necessary to complete the grant application and administer the project if funding is awarded.
4. This resolution shall take effect immediately upon its passage and approval.

Passed and approved by the City Council of the City of Bondurant, Iowa this 2nd day of May 2025.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Workforce Training and Economic Development Fund (WTED)

Application for Assistance

SECTION 1. BUSINESS INFORMATION

City of Bondurant		HYTSBP9PFQK8	
Business Name		Federal ID#	
200 2nd St. NE, PO Box 37		921120 for municipal government	
Street Address		NAICS Code	
Bondurant	Polk	IA	50035
Town	County	State	Zip Code
Jené Jess, Finance & Employee Services Director		515-630-6981	
Contact Person & Title		Telephone Number	
Email Address			

SECTION 2. COLLEGE INFORMATION

Des Moines Area Community College	
Community College Name	Town
Kelly Mitchell, MBL, SPHR	641-780-3446
Contact Person & Title	Telephone Number

SECTION 3. APPLICATION INFORMATION

Double click the box and then select: Checked to X a box

A. This business is:

- ☐ New
- ☐ Expanding
- ☒ Retooling/Retraining

B. The business is engaged in:

- ☐ Assembling Products
- ☐ Conducting Research and Development
- ☐ Healthcare
- ☐ Interstate Service
- ☐ Manufacturing
- ☐ Processing
- ☐ Warehousing
- ☐ Wholesaling

C. What cluster does the business fit into?

- ☐ Consumer Products – Durable Goods
- ☐ Consumer Products – Non -Durable Goods
- ☐ Educational Testing & Support Services
- ☐ Electronics Engineering and Manufacturing
- ☐ Energy Generation and Distribution
- ☐ Financial Services and Customer Services
- ☐ Food and Food Ingredients
- ☐ Industrial Biotechnology
- ☐ Medical Devices and Services
- ☐ Production Advanced Manufacturing
- ☐ Renewable Energy and Sustainable Technology Products - Solar Components Manufacturing
- ☐ Renewable Energy and Sustainable Technology Products - Wind Components Manufacturing
- ☐ Software and Information Technology Development/Computer Modeling and Simulation

D. Provide a history and a description of the business. The City of Bondurant is a municipal government serving a rapidly growing community in central Iowa. As the City expands its infrastructure and services to meet the needs of a growing population, it has also invested in strengthening internal leadership capacity. Through a formal organizational leadership development initiative, the City is enhancing the skills of supervisors and team leads to foster a collaborative, forward-thinking work culture.

E. What are the products manufactured or the services provided by the business?

SECTION 5. TRAINING PLAN

Training Start Date: __August 5, 2025__

Training End Date: _____

TOTAL UNDUPLICATED number of employees to be trained. _____

Average wage of full-time employees: _____September 12, 2025_____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following table for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost including travel expenses, materials, supplies, and facility cost.

Training Activity	Training Cost
Dale Carnegie Leadership Excellence (6-	\$33,600

week course)	
Total Training Cost	

PROJECT COSTS AND AWARD AMOUNT

Total Training Cost	
Administration Cost	
Total Project Cost (training cost + administration cost)	
Amount of Company Cash Match	
Iowa Dept. of Ed Award Amount	

SECTION 6. BUSINESS CERTIFICATION

The Iowa Department of Education, Division of Community Colleges provides workforce preparation program outcome reporting services in partnership with Iowa Workforce Development's Regional Research and Analysis Bureau. The goal is to demonstrate the results of state investments in workforce preparation activities supported by the Workforce Training and Economic Development (WTED) Fund.

An annual report is submitted by each community college to the Department of Education to determine the impact that the WTED Fund has had on the participants is through education outcomes reporting and research. It will enable the Department of Education to effectively identify programs and services that make a difference to the citizens of Iowa.

The Employer will be asked to provide first and last name and social security number of employee(s) receiving training utilizing WTED funding.

Reports will be generated based on consistent statewide data collection and analysis conducted by the state agencies using a shared education and workforce dataset which contains wage records, industry and education records.

I understand that all information submitted to Iowa Department of Education relating to this application is subject to the Open Records Law, Iowa Code Chapter 22 and that its confidentiality may not be guaranteed.

I HEREBY CERTIFY that this business is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, assembling products, conducting research and development, healthcare, warehousing or wholesaling or is a business providing services which has customers outside of Iowa.

I HEREBY CERTIFY that this business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

I HEREBY CERTIFY that this business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

I HEREBY CERTIFY that the employees who will receive training are currently employed by this business and that this business pays state withholding tax for them.

I HEREBY CERTIFY that the employees who will receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

I HEREBY CERTIFY that this business is an equal opportunity employer, which complies with all local, state, and federal affirmative action requirements.

I HEREBY CERTIFY that, to the best of my knowledge, the information contained in this application is accurate. The Department of Education will deny financial assistance should it be determined that misrepresentations are made herein. If assistance has already been provided prior to discovery of the misrepresentation, it may form the basis for legal action(s) with the goal being recovery of funds.



Company Signature

5/30/2025
Date



Agreement for DMACC Provided Training

DMACC Business Resources agrees to perform the following services for: City of Bondurant

Scope of Project

Provide 25 employees with the Dale Carnegie Leadership Excellence program focused on strengthening leadership communication, coaching, conflict resolution, and organizational collaboration skills across city departments.

Training Investment \$33,600 (\$1,344 per seat for 25 participants)

By signing this Agreement, Bondurant accepts the services as described and agrees to have the cost of these services plus travel and material expenses deducted directly from the company's Index Code. DMACC Index

Jené Jess

Name of Business Official
Finance & Employee Services Director

Title

05/30/2025

Date

Name of College Official

Business Consultant

Title

Date

IOWA JOBS TRAINING PROGRAM (WTED #9) AGREEMENT OF INTENT

Des Moines Area Community College &

Name of Community College

City of Bondurant

Name of Business

Project # _____

200 2nd ST NE, Bondurant, IA 50035

Business Address

agree to pursue the development of an Iowa Jobs Training Program (260F or WTED funds) training project, effective as of (date) 8/05/25 . It is anticipated that the total funds to be requested from the Iowa Jobs Training Program (260F or WTED) to finance this training project will be approximately (amount) \$15,456.

It is acknowledged by the signatories to this document **that this agreement is not a guarantee of project approval or project funding**. If the Iowa Jobs Training Program (260F or WTED) application, when submitted, is approved by DMACC in the case of WTED funds and in the case of 260F funds the Iowa Department of Economic Development, and if Program funds are available, and a Final Contractual Agreement is approved by the DMACC Board of Directors, any approved training costs incurred on or after the date of this agreement will be reimbursed.

It is acknowledged by the signatories to this document, that if the above-referenced business commences training prior to project and funding approval by DMACC or the Iowa Department of Economic Development, **it does so at its own risk and without guarantee that costs incurred will be reimbursed by Des Moines Area Community College** or the Iowa Department of Economic Development.

Des Moines Area Community College

Name of Community College

City of Bondurant

Name of Business

Signature of College Official


Signature of Business Official

Date

05/30/25

Date

The effective date will not be determined, nor will any potential project begin, until after both the business and DBR's Executive Director have signed this Agreement of Intent.

TRAINING CONTRACT

This Agreement made and entered into this 13th day of May, 20 25
by and between Des Moines Area Community College ("**DMACC**") and _____
City of Bondurant ("**Business**").

WHEREAS, DMACC will develop and provide training services to employees of Business;

WHEREAS, DMACC desires to perform and Business desires to accept such services on the terms and conditions set forth in the Agreement.

It is therefore agreed between the parties as follows:

SECTION 1. DMACC SERVICES

DMACC will develop and provide training as described in the Training Program dated _____
May 13, 2025, attached hereto as **Exhibit A** (pages 1 through 7) and made a part of this Agreement. This Training Program outlines the type of training, the hours of instructions, the dates of training and the location of the training. Unless otherwise specified in the Training Program, no college credit hours will be awarded to any participants in the Training Program.

SECTION 2. PAYMENT FOR SERVICES

Business shall pay DMACC for its performance hereunder the sum of \$ 33,600.00. Such fees will be payable as the development services and training services are completed or provided. The breakdown of the costs and expected timing of the fees are detailed on **Exhibit B** (pages 1 through 8). Such billings will be due and payable within thirty (30) days after receipt of the billing. Late payment fees of 1½% per month will be added for late payments. Business also agrees to reimburse DMACC for any out of pocket or capital expenses incurred by DMACC in order to provide the services under the contract to the extent and as provided in the Training Program attached hereto as **Exhibit A**.

SECTION 3. INDEPENDENT CONTRACTOR RELATIONSHIP

The parties to this Agreement intend that the relationship between them created by the Agreement is that of DMACC as an independent contractor. No agent or employee of DMACC shall be or shall be deemed to be the agent or employee of Business, and no agent or employee of Business shall be or shall be deemed to be the agent or employee of DMACC.

SECTION 4. INSURANCE

In the event that the training services are provided at the facilities of Business, Business shall provide all necessary insurance to protect DMACC from any asserted liability associated with the provision of such training services. Likewise, if DMACC is furnishing the facilities, DMACC shall provide all necessary insurance to protect Business from any such liabilities. If requested, the insuring party shall furnish a Certificate of Insurance to the other party.

SECTION 5. LIMITATION OF LIABILITY

In no event shall DMACC or Business be liable to the other party for any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, even if DMACC or Business has been advised of the possibility thereof. Except as provided in Section 4, DMACC's or Business' liability for other damages to the injured party hereunder, if any, shall in no event exceed the total amount due to DMACC hereunder by Business.

SECTION 6. TERMINATION OF CONTRACT

This Agreement shall be in full force and effect from the date of execution through _____
Delivery of content _____, unless modified by mutual agreement of the parties or terminated as described below. This Agreement may be terminated/canceled (i) by DMACC if Business fails to pay DMACC any charges required hereunder; (ii) by either party if the other party is in default of any provision hereof and such default is not cured within thirty (30) days after notice of such default is provided; or (iii) by either party if the other becomes insolvent or seeks protection under any bankruptcy law. In the event of such termination, all amounts due for services performed prior to the termination shall be due and payable.

SECTION 7. ASSIGNABILITY OF AGREEMENT

Neither party shall assign this Agreement or any rights under this Agreement without the prior written consent of the other party.

SECTION 8. ENTIRE AGREEMENT, AMENDMENTS AND MODIFICATIONS

The parties hereto acknowledge that the terms and conditions of this Agreement supersede all prior understanding between the parties whether written or oral relating to the subject matter hereof, and that such agreement expressed their entire agreement and no modifications or amendments thereto shall be effective unless agreed to in writing by all parties to this Agreement.

SECTION 9. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

SECTION 10. NOTICES

All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail to the appropriate address as follows:

DMACC: Kelly Mitchell
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, IA 50023

Business: Jene' Jess
City of Bondurant
200 2nd St. NE. PO Box 37
Bondurant, IA 50035

SECTION 11. OWNERSHIP

The ownership of the training manuals, video productions, and other materials used in the Training Program, including copyrights thereon, shall remain the property of DMACC unless specific exclusions are outlined in the Training Program.

SECTION 12. HEADINGS

The Section and other headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

SECTION 13. NONDISCRIMINATION CLAUSE

DMACC and Business shall not discriminate against any person on the basis of race, color, creed, sex, national origin, religion, age, disability or Vietnam era veteran status.

SECTION 14. REGISTRATIONS

The Business will provide DMACC registrations of all participants that will include legal name and birth date. This will be submitted prior to the training date.

Des Moines Area Community College
DMACC

Executive Director, DMACC
Business Resources

Date

City of Bondurant
Business

Jene' Jess

Date

(Typed Name): Jene' Jess

(Typed Title): Finance & Employee Services Director

(Typed Name): _____
Date

(Typed Title): _____

DESCRIPTION OF TRAINING:**Dale Carnegie Leadership Excellence, Trainer Amy Roberts**

Start date: Aug. 5, 2025

People & communication skills are an essential ingredient for leadership success. As a leader, you can positively influence others in order to achieve organizational success. Leaders who demonstrate certain principles create an environment where employees are motivated, not forced, to bring their best to work. These principles strengthen teamwork and trust, leading to a more cohesive, creative, and constructive workforce. In Leadership Excellence, you will learn to maximize your own performance, become a stronger leader, and add more value to the organization.

Objectives

6 time-spaced session | 3 hours

- Build confidence and self-direction
- Strengthen people skills
- Improve process skills
- Enhance communication skills
- Increase accountability

Program Overview

Week 1	Week 2	Week 3	Week 4
• Laying a Foundation & Enhance Relationships	• Time Management • Delegation	• Disagree Agreeably • Coaching for Skill Development	• Change Readiness • Stress & Worry

Week 5	Week 6
• Influence Others • Coaching for Performance Improvement & Giving Constructive Feedback	• Build Others Through Recognition & Celebrate Achievements • Sustaining Growth

Program Breakdown

Session 1: Key area	Objectives
Laying a Foundation & Enhance Relationships	1. Understand leadership and management and the related drivers for success 2. Identify core values as leaders 3. Apply Human Relations principles to build trust and rapport 4. "Innerview" to open the lines of communication and build trust

Session 2: Key area	Objectives
Time Management	1. Gain an understanding of where our time is spent 2. Develop the mindset to overcome time management obstacles and work more efficiently 3. Apply tools to plan, organize and manage our time 4. Leverage time and increase productivity by working smarter, not harder
Delegation	1. Delegate tasks and responsibilities to develop and train others 2. Plan and prepare for a delegation meeting 3. Communicate clear performance standards for follow-up and accountability

Session 3: Key area	Objectives
Disagree Agreeably	1. Identify personal hot buttons and our role in disagreements 2. Give others the benefit of the doubt and cushion opinions for greater acceptance 3. Apply a formula for contributing ideas and disagreeing in an agreeable way change
Coaching for Skill Development	1. Describe the Cycle of Performance Change 2. Apply the steps of the coaching process to improve performance in others 3. Identify additional approaches to develop people influence

Session 4: Key area	Objectives
Change Readiness	1. Identify opportunities to influence change in our organization 2. Learn and apply the principles for influencing behaviors and attitudes 3. Commit to influencing positive change
Stress Management	1. Recognize the impact negative stress has on our results and effectiveness 2. Commit to using concepts and principles to better handle stress

	3. Discover more effective ways for business professionals to prepare for and address challenges
--	--

Session 5: Key area	Objectives
Influence Others	1. Identify opportunities to influence change in our organization 2. Learn and apply the principles for influencing behaviors and attitudes 3. Commit to influencing positive change
Coaching for Performance Improvement & Giving Constructive Feedback	1. Use the Coaching Performance Improvement Process 2. Create opportunities for feedback to close the communication loop 3. Avoid common de-motivators when leading others

Session 6: Key area	Objectives
Build Others Through Recognition & Celebrate Achievements	1. Concentrate on the strengths of others 2. Discover the value of sincere appreciation 3. Understand program value and create a vision for change
Sustaining Growth	1. Assess balance in our personal and professional lives 2. Acknowledge our growth and renewed vision 3. Commit to continuous improvement

Exhibit B

TRAINING INVESTMENT:

\$33,600 (\$1344 per seat with 25 people)



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

Item No. 7.j.
For Meeting of 6/2/2025
Resolution

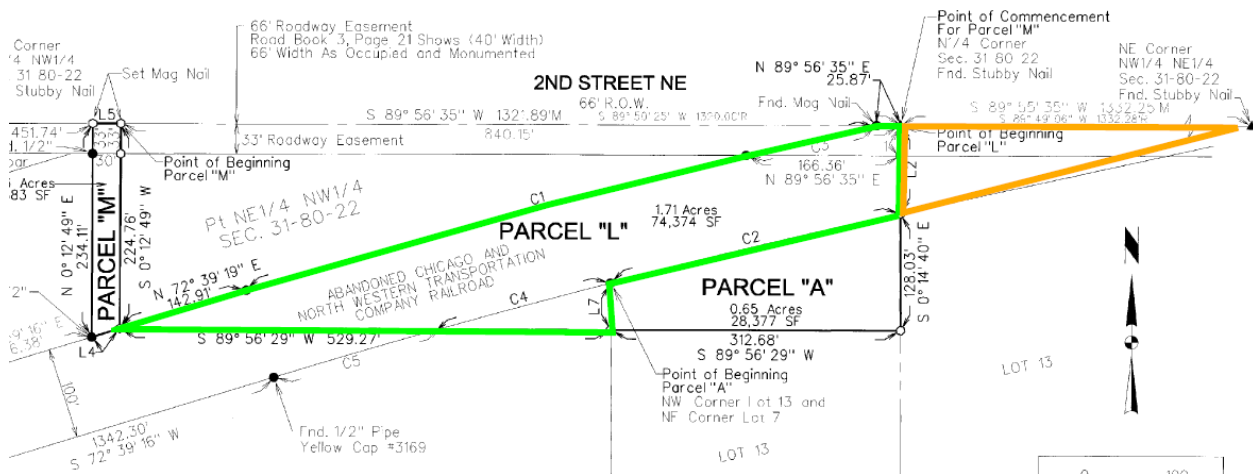
TITLE: - Resolution approving Notice of Use Restrictions Imposed by Federal Law on Certain Real Estate associated with the Chichaqua Valley Trail corridor through the Grain District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The City of Bondurant was awarded a \$125,000 grant through the Land and Water Conservation Fund (LWCF) to assist with the acquisition of a portion of the former railroad corridor through the Grain District. This acquisition pertains specifically to Parcels 8022-31-126-007 and 8022-31-201-001 (shown in green and orange below), encompassing sections of the abandoned Chicago and North Western Transportation Company Railroad corridor.



As a condition of receiving federal assistance, the City is required to record a *Notice of Use Restrictions Imposed by Federal Law on Certain Real Estate* with the Polk County

Recorder. This Notice formalizes long-term federal requirements tied to the use of the acquired property and ensures compliance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965.

Per the recorded Notice dated April 28, 2025, and executed by the Iowa Department of Natural Resources (Iowa DNR), the subject properties must remain dedicated to public outdoor recreational use in perpetuity. The property cannot be sold, transferred, or converted to any other use without the prior approval of the United States Secretary of the Interior. Any such conversion must align with a state-approved outdoor recreation plan and must provide for the substitution of recreational land of at least equal fair market value, usefulness, and location.

The action before the Council is the approval of this required Notice, which includes a legal description of the affected parcels and affirms the City's commitment to uphold the federal use restrictions as a condition of the project's closeout and reimbursement. Adoption of this resolution ensures continued compliance with federal grant requirements and the protection of public recreational assets for future generations.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-172
2. Notice of Use Description

CITY OF BONDURANT
RESOLUTION NO. 250602-172

RESOLUTION APPROVING NOTICE OF USE RESTRICTIONS IMPOSED BY
FEDERAL LAW ON CERTAIN REAL ESTATE ASSOCIATED WITH THE CHICHAQUA
VALLEY TRAIL CORRIDOR THROUGH THE GRAIN DISTRICT

WHEREAS the City of Bondurant has identified the former railroad corridor through the Grain District as a valuable asset for public recreation and trail connectivity where this is supported by the Building Bondurant Comprehensive Plan, Grain District Downtown Redevelopment Plan, and Parks, Trails, & Greenways Master Plan; AND

WHEREAS the City was awarded a \$125,000 grant from the Land and Water Conservation Fund (LWCF), administered through the Iowa Department of Natural Resources (Iowa DNR), to assist with the acquisition of a portion of this corridor, specifically including Parcels 8022-31-126-007 and 8022-31-201-001; AND

WHEREAS as a condition of this federal funding, the City is required to record a "Notice of Use Restrictions Imposed by Federal Law on Certain Real Estate" with the Polk County Recorder, establishing perpetual protections in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965; AND

WHEREAS the Notice of Use Restrictions, executed by the Iowa DNR on April 28, 2025, stipulates that the subject parcels must remain dedicated to public outdoor recreational use in perpetuity and may not be sold, transferred, or converted to other uses without the express approval of the United States Secretary of the Interior; AND

WHEREAS any such future conversion must comply with a state-approved comprehensive outdoor recreation plan and must substitute land of equal fair market value and equivalent usefulness and location; AND

WHEREAS the City Council finds it to be in the best interest of the City to formally adopt and record said Notice to ensure compliance with federal law and protect future public use of the Chichaqua Valley Trail corridor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Notice of Use Restrictions Imposed by Federal Law on Certain Real Estate associated with the Chichaqua Valley Trail corridor through the Grain District, as attached hereto and incorporated by reference, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and/or City Administrator are authorized to take all necessary steps to file the Notice with the Polk County Recorder and to ensure fulfillment of the City's obligations under the Land and Water Conservation Fund grant agreement.

Passed and approved by the City Council of the City of Bondurant, Iowa this 2nd day of June 2025.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

April 28, 2025

CITY OF BONDURANT
P.O. BOX 37
BONDURANT IA 50035

RECEIVED
APR 29 2025
30 41
CITY OF BONDURANT

Subject: Notice of Use Restriction & Closeout of LWCF Project

Project: #19-01389– CHICHAUQUA VALLEY TRAIL (CVT) ACQUISITION
CITY OF BONDURANT, IA

Dear CITY OF BONDURANT:

Enclosed please find a Notice of Use Restriction with attached legal description for your LWCF project identified above. Carefully review the legal description for accuracy and then record the enclosed notarized document with your county recorder. Keep a copy of the recorded document for your files and return a copy to my attention.

Upon receiving a copy of the recorded restriction, your billing request will be processed. If you have any questions please contact me at 515-720-2006.

Sincerely,



Kathleen Moench
Budget and Finance Bureau

Enclosures

Prepared By: Kathleen Moench, Iowa Department of Natural Resources

When Recorded Email a Copy to: Iowa DNR – Kathleen Moench, kathleen.moench@dnr.iowa.gov

**NOTICE OF USE RESTRICTIONS IMPOSED BY FEDERAL LAW
ON CERTAIN REAL ESTATE**

Notice is hereby given that on 10/17/2023, an agreement was made between the Iowa Department of Natural Resources and the CITY OF BONDURANT, to provide federal funds for the acquisition or development of real estate legally described as:

DESCRIPTION: #19-01389, CHICHAUQUA VALLEY TRAIL (CVT) ACQUISITION
CITY OF BONDURANT
(See Legal Description Attached)

The federal funds provided by the above-mentioned agreement were appropriated pursuant to the Federal Land and Water Conservation Act of 1965, 78 Stat. 897 (1964), P.L. 88-578. This statute, codified in pertinent part as 16 U.S.C. Section 460L(8)(f)(3), imposes the following restrictions on use of the above-described real estate:

NO PROPERTY ACQUIRED OR DEVELOPED WITH ASSISTANCE UNDER THIS SECTION SHALL, WITHOUT THE APPROVAL OF THE (UNITED STATE) SECRETARY (OF INTERIOR), BE CONVERTED TO OTHER THAN PUBLIC OUTDOOR RECREATION USES. THE SECRETARY SHALL APPROVE SUCH CONVERSION ONLY IF HE/SHE FINDS IT TO BE IN ACCORD WITH THE THEN EXISTING COMPREHENSIVE STATEWIDE OUTDOOR RECREATION PLAN AND ONLY UPON SUCH CONDITIONS AS HE/SHE DEEMS NECESSARY TO ASSURE THE SUBSTITUTION OF OTHER RECREATION PROPERTIES OF AT LEAST EQUAL FAIR MARKET VALUE AND OF REASONABLY EQUIVALENT USEFULNESS AND LOCATION.

The notice will be filed by the CITY OF BONDURANT, in the office the Recorder of the County in which the subject real estate is located.

**IOWA DEPARTMENT OF NATURAL RESOURCES
6200 Park Avenue Suite 200
Des Moines, Iowa 50321**

4/28/25
Date:

By:
Title:

Kayla Lyon
Director

Kayla Lyon

Print Name:

STATE OF IOWA, POLK COUNTY: This instrument was acknowledged before me on the 28th day of April, 2025, by the Director of the Iowa Department of Natural Resources.

Jennifer Miller
NOTARY PUBLIC FOR THE STATE OF IOWA



Parcel "L" in part of the abandoned Chicago and North Western Transportation Company Railroad and in part of Lot 7, Bondurant Heights an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa, as shown on the Plat of Survey recorded in Book 14493 on Page 751 in the Polk County Recorder's Office,

AND

That part of the abandoned Chicago and North Western Transportation Company Railroad in the Northeast 1/4 of Section 31, Township 80 North, Range 22 West of the 5th P.M., City of Bondurant, Polk County, Iowa, lying North and adjoining Lot 13, Bondurant Heights, 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. 7.k.
For Meeting of 6/2/2025
Resolution

TITLE: - Resolution approving and authorizing execution of the amendment to the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

This attached resolution adopts a 28E agreement with other metro communities related to the Convention and Visitors Bureau payments.

The contributions via the 28E to the Convention and Visitors Bureau are being reduced from 2/7ths (approximately 28.57%) to 25%. This action is being taken in response to the impact of recent state legislation that has severely impacted local government budgets.

That said, there is no immediate fiscal impact for Bondurant associated with the ordinance change beyond current practices. Because Bondurant does not yet generate a significant amount of hotel/motel taxes, the City chooses to contribute \$1,500 per year to the Convention and Visitors Bureau. In the future though, this could change because the City is actively seeking a hotel.

The resolution adopts the 28E agreement among metro communities related to the Convention and Visitors Bureau and authorizes its execution.

FUNDING SOURCE: Hotel/Motel Tax

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-173
2. CVB Agreement

CITY OF BONDURANT
RESOLUTION NO. 250602-173

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF THE
AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE
PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE GREATER DES
MOINES AREA

WHEREAS, the City of Bondurant, Iowa (the “City”) is a party to an existing Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area entered into pursuant to Chapter 28E of the Code of Iowa, and filed of record in Polk County, Iowa, on May 13, 1985, at Book 5452, Page 479, as amended from time to time (the “Agreement”); and

WHEREAS the City, together with other municipalities and Polk County (collectively, the “Parties”), desires to further amend said Agreement to revise certain provisions regarding the use and allocation of Hotel-Motel Tax revenues to the Greater Des Moines Convention and Visitors Bureau, Inc. (the “CVB”); and

WHEREAS the Amendment to the Agreement specifies that a minimum of 25% of each Government’s Hotel-Motel Tax Revenues shall be irrevocably pledged and disbursed to the CVB for the purpose of promoting tourism and convention activities in the Greater Des Moines area, and sets forth additional provisions regarding implementation and enforcement of such allocation;

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

1. **Approval of Amendment.** That the City Council hereby approves the Amendment to the Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area, in the form presented to the Council.
2. **Authorization to Execute.** That the Mayor and City Clerk are hereby authorized and directed to execute the Amendment on behalf of the City and to take all other actions necessary to carry out the intent of this Resolution.
3. **Filing Requirement.** That the executed Amendment shall be filed in an electronic format with the Iowa Secretary of State as required under Iowa Code Section 28E.8.
4. **Effective Date.** This Resolution shall be in full force and effect upon its adoption.

Passed and approved by the City Council of the City of Bondurant, Iowa this 2nd day of June 2025.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES
IN THE GREATER DES MOINES AREA

This AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR THE PROMOTION OF TOURISM AND CONVENTION ACTIVITIES IN THE GREATER DES MOINES AREA (this “Amendment”) is made and entered into this ____ day of _____, 2025, by and among the CITY OF ALTOONA, IOWA, the CITY OF ANKENY, IOWA, the CITY OF BONDURANT, IOWA, the CITY OF CLIVE, IOWA, the CITY OF DES MOINES, IOWA, the CITY OF GRIMES, IOWA, the CITY OF INDIANOLA, IOWA, the CITY OF JOHNSTON, IOWA, the CITY OF NORWALK, IOWA, the CITY OF POLK CITY, IOWA, the CITY OF PLEASANT HILL, IOWA, the CITY OF URBANDALE, IOWA, the CITY OF WEST DES MOINES, IOWA, the CITY OF WINDSOR HEIGHTS, IOWA, (collectively, the “Municipalities”) and the COUNTY OF POLK, IOWA (the “County”).

WHEREAS, each of the Municipalities and the County is a party to that certain Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area entered into and pursuant to the provisions of Chapter 28E of the Code of Iowa, and filed of record in Polk County, Iowa, on May 13, 1985, at Book 5452, Page 479, as subsequently amended from time to time (the “Agreement”); and

WHEREAS, each of the Municipalities and the County desire to amend the provisions of the Agreement regarding the payment to the Greater Des Moines Convention and Visitors Bureau, Inc. (“CVB”).

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties to this Amendment agree as follows, notwithstanding any provisions of the Agreement:

1. Section III(A) of the Agreement is amended to read in its entirety as follows:

The Government has, or will, adopt an appropriate ordinance (in the case of the County, a resolution) imposing an increase in its Hotel-Motel Tax from the rate of 5% to 7%, subject to approval of such increase by a majority of the qualified electors of such Government voting on the question at the time of and as part of the general election to be held on November 6, 1984, which ordinance or resolution, as the case may be, shall provide that a minimum of 25% of the revenues from the increased 7% Hotel-Motel Tax shall be used and expended for the promotion of tourism and convention activities.

2. Section III(D) of the Agreement is amended to read in its entirety as follows:

Subject to imposition of said increased 7% Hotel-Motel Tax in accordance with the foregoing paragraphs A through C of this Article III, the Government does hereby irrevocably pledge and commit to the promotion of tourism and convention activities in the Greater Des Moines, Iowa metropolitan area, for the entire term of this

Agreement and all extensions thereof, not less than 25% of its Hotel-Motel Tax Revenues, to be disbursed and expended by the Government in the manner set forth in this Agreement.

3. Section III(E) of the Agreement is amended to read in its entirety as follows:

Upon imposition of said increased 7% Hotel-Motel Tax, the Government will not take any action to amend or otherwise change the ordinance or resolution imposing said increased 7% Hotel-Motel Tax, deliver any notice to the Director of the Iowa Department of Revenue, enter into any contract or agreement, or take any other action that would diminish the rate of said Hotel-Motel Tax from 7%, interfere with the collection of the 7% Hotel-Motel Tax by the State of Iowa, or would otherwise render said Tax to be ineffective, or to cause any amount less than 25% of its Hotel-Motel Tax Revenues to be disbursed and expended by the Government in the manner set forth in this Agreement.

4. Section III(F) of the Agreement is amended to read in its entirety as follows:

The Government shall take all actions necessary to implement the ordinances increasing the Hotel-Motel Tax from 5% to 7% and to disburse and expend a minimum of 25% of its Hotel-Motel Tax Revenue in the manner set forth in this Agreement

5. Section IV of the Agreement is amended to read in its entirety as follows:

The purpose of this agreement is to facilitate and support increased promotion of tourism and convention activities in the greater Des Moines, Iowa metropolitan area through the joint allocation of approximately 25% of the 7% Hotel-Motel tax to be imposed (subject to voter approval) by each of the Governments to the Greater Des Moines convention and visitors Bureau, Inc., an Iowa nonprofit corporation (the "CVB").

6. Section VII(B) of the Agreement is amended to read in its entirety as follows:

Each Government agrees to pay directly to the CVB 25% of its Hotel-Motel Tax Revenues for use by the CVB in the promotion of tourism and convention activities in the Greater Des Moines, Iowa area throughout the initial term of this agreement and throughout all extensions of this Agreement, subject to the provisions of paragraph C of this Article VII. Such payments shall be made to the CVB within 30 days of the receipt by such government of each remittance made by the Treasurer of the State of Iowa to such government from the local transient guest tax fund in accordance with the provisions of chapter 423A of the Code of Iowa, 2023 or similar successor provisions, and the rules promulgated by the director of the Iowa Department of Revenue thereunder, or similar provisions. Each government shall be obligated to pay such sums to the CVB out of its general fund only to the extent that Hotel-Motel Tax Revenues have been credited to such general fund.

7. Except as specifically amended hereby, the Agreement shall continue in full force and effect.
8. This Amendment is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. The parties hereto shall cause this Agreement to be filed with the Secretary of State of Iowa in an electronic format in accordance with the provisions of Iowa Code Section 28E.8.

IN WITNESS WHEREOF, the undersigned Municipalities and County have executed this Amendment.

DRAFT

City of Altoona, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Altoona, Iowa.

Signature of Notary Public

City of Ankeny, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Ankeny, Iowa.

Signature of Notary Public

City of Bondurant, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Bondurant, Iowa.

Signature of Notary Public

City of Clive, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Clive, Iowa.

Signature of Notary Public

City of Des Moines, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Des Moines, Iowa.

Signature of Notary Public

City of Grimes, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Grimes, Iowa.

Signature of Notary Public

City of Indianola, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Indianola, Iowa.

Signature of Notary Public

City of Johnston, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Johnston, Iowa.

Signature of Notary Public

City of Norwalk, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Norwalk, Iowa.

Signature of Notary Public

City of Pleasant Hill, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Pleasant Hill, Iowa.

Signature of Notary Public

City of Polk City, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Polk City, Iowa.

Signature of Notary Public

City of Urbandale, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Urbandale, Iowa.

Signature of Notary Public

City of West Des Moines, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of West Des Moines, Iowa.

Signature of Notary Public

City of Windsor Heights, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Mayor and City Clerk,
respectively, of the City of Windsor Heights, Iowa.

Signature of Notary Public

County of Polk, Iowa

By: _____
Name: _____
Chairperson

ATTEST:

By: _____
Name: _____
County Auditor

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on _____ by
_____ and _____ as Chairperson and County
Auditor, respectively, of County of Polk, Iowa.

Signature of Notary Public



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

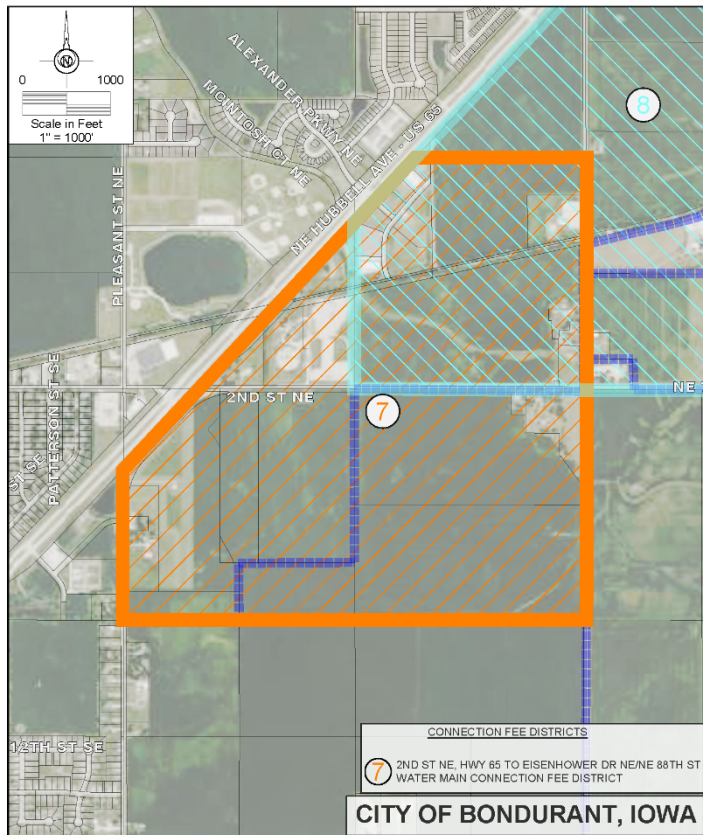
Item No. 7.I.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance to consider establishing the 2nd Street, NE, Highway 65 to Eisenhower Drive NE/NE 88th Street, NE Water Connection Fee District

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The Council held a public hearing on May 5 to consider adoption of the 2nd Street NE, Highway 65 to Eisenhower Drive NE/NE 88th Street NE Water Connection Fee District and to establish connection fees therein. The map below shows the proposed boundary of this water connection fee district area.



The purpose of establishing this water connection fee district is so that the City can recover costs that will be incurred as a result of constructing a 12" water main within the proposed connection fee district area. The proposed per acre connection fee within the district will be \$1,098 per acre. This per acre fee was calculated by Greenwood Consulting as follows: estimated construction cost of \$525,000 to construct the 12" water main within the connection fee district area along 2nd Street NE from Highway 65 east over to Eisenhower Drive NE (AKA NE 88th Street)/478 acres within the proposed connection fee district area = \$1,098 per acre.

As required by the Iowa Code, a public hearing notice was printed in the newspaper on April 9, 2025. The City mailed public hearing notices to all property owners within the district on April 18, 2025. The notice states that the connection fees apply only when, and if, the property owner connects into the water main system within the connection fee district area.

FUNDING SOURCE: The connection fee district helps recoup investments in infrastructure.

STAFF RECOMMENDATION: Approve third (final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-206

CITY OF BONDURANT
ORDINANCE NO. 250505-XXX

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY ADDING A NEW CONNECTION FEE DISTRICT IN CHAPTER 93 - WATER
CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of a water connection fee district located along 2nd Street NE from Highway 65 to Eisenhower Dr NE/ NE 88th Street Water Main Connection Fee District,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Water Connection Fee District. The Code of Ordinances is amended by adding the following:

CHAPTER 93 – WATER CONNECTION FEE DISTRICTS

93.7 2nd Street NE, Highway 65 to Eisenhower Drive NE/NE 88th Street, Water Main Connection Fee District

93.7.1 Connection Fee District. The 2nd Street NE, Highway 65 to Eisenhower Drive NE/NE 88th Street, Water Main Connection Fee District is hereby established consisting of the following area located in Sections 29 and 32, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the Northeast Corner of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian, thence south along the east line of said Section 22 to the East Quarter Corner of said Section 35, thence west along the south line of said section 32 to the West Quarter Corner of said Section 32, thence north along the west line of said Section 32 to the point of intersection with the southeasterly right-of-way line of US Highway 65, thence northeasterly along the southeasterly right-of-way line of US Highway 65 to a point on the north line of said Section 32, thence continuing northeasterly along the southeasterly right-of-way line of US highway 65 to the point of intersection with the north line of the southeast quarter of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian, thence east along the north line of the southeast quarter of said Section 29 to the East Quarter Corner of said Section 29, thence south along the east line of the southeast quarter of said Section 29 to the Point of Beginning.

93.7.2 Fee Schedule. From the effective date hereof through June 30, 2026, a connection fee of \$1,098 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2026, and each calendar year thereafter based on the change in the

ENR construction cost index for the one-year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.

93.7.3 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the three actions said parcel shall not be further subject to the connection fee. For any property within the 2nd Street NE, Highway 65 to Eisenhower Drive NE/88th Street NE, Water Main Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.

93.7.4 Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Administrator and payment of the appropriate connection fee. The number of connections to the system is limited and connections outside the district may not be allowed.

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____ Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

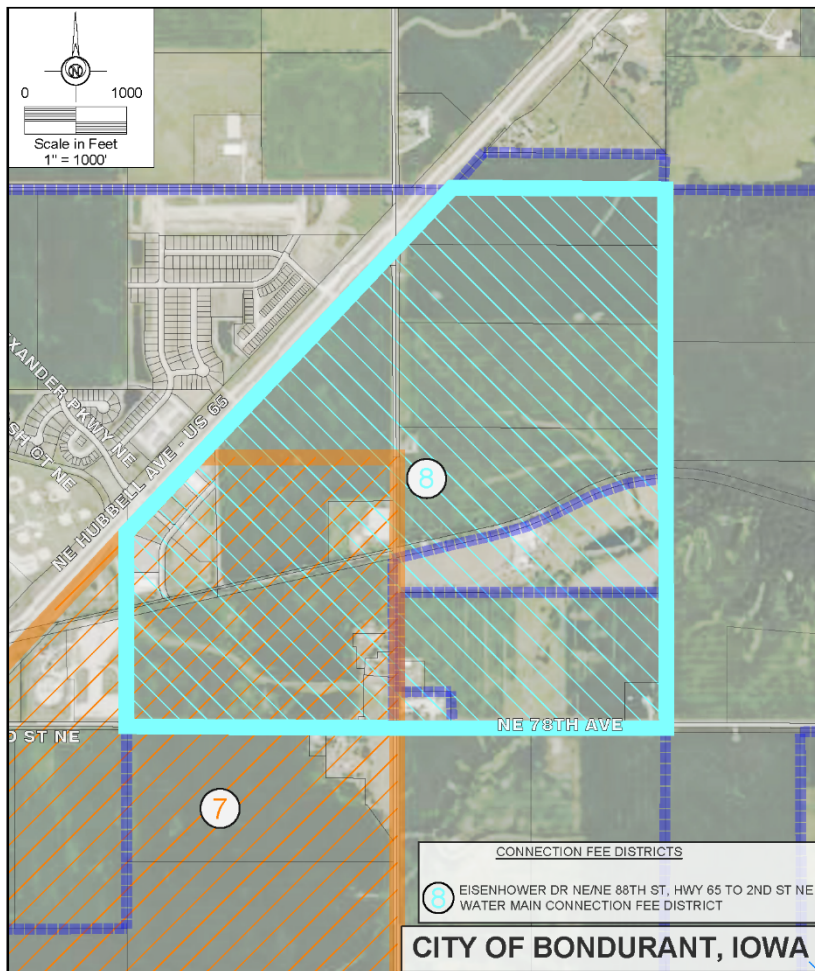
Item No. 7.m.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance to consider establishing the Eisenhower Drive NE/NE 88th Street, Highway 65 to 2nd Street, NE, Water Connection Fee District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Council held a public hearing on May 5 to consider adoption of the Eisenhower Drive NE/NE 88th Street from Highway 65 to 2nd Street NE Water Connection Fee District and to establish connection fees therein. The map below shows the proposed boundary of this water connection fee district area.



The purpose of establishing this water connection fee district is so that the City can recover costs that will be incurred as a result of constructing a 12" water main within the proposed connection fee district area. The proposed per acre connection fee within the district will be \$1,110 per acre. This per acre fee was calculated by Greenwood Consulting as follows: estimated construction cost of \$543,750 to construct the 12" water main within the connection fee district area along Eisenhower Drive NE (AKA NE 88th Street) from Highway 65 south to 2nd Street NE/490 acres within the proposed connection fee district area = \$1,110 per acre.

As required by the Iowa Code, a public hearing notice was printed in the newspaper on April 9, 2025. The City mailed notices to all property owners within the district on April 18, 2025. The notice states that the connection fees apply only when, and if, the property owner connects into the water main system within the connection fee district area.

FUNDING SOURCE: NA - This will recoup funds made for water infrastructure investments.

STAFF RECOMMENDATION: Approve third (final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-207

CITY OF BONDURANT
ORDINANCE NO. 250505-207

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY ADDING A NEW CONNECTION FEE DISTRICT IN CHAPTER 93 - WATER
CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of a water connection fee district located along Eisenhower Drive NE/NE 88th Street from Highway 65 to 2nd Street NE Water Main Connection Fee District,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Water Connection Fee District. The Code of Ordinances is amended by adding the following:

CHAPTER 93 – WATER CONNECTION FEE DISTRICTS

93.8 Eisenhower Drive NE/NE 88th Street, Highway 65 to 2nd Street NE, Water Main Connection Fee District

93.8.1 Connection Fee District. The Eisenhower Drive NE/NE 88th Street, Highway 65 to 2nd Street NE, Water Main Connection Fee District is hereby established consisting of the following area located in Sections 28 and 29, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the Southeast Corner of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian, thence west along the south line of said Section 29 to the South Quarter Corner of said Section 29, thence north along the west line of the southeast quarter of said Section 29 to the point of intersection with the southeasterly right-of-way line of Highway 65, thence northeasterly along the southeasterly line of the right-of-way of Highway 65 to a point of the east line of said Section 29, thence continuing northeasterly along the southeasterly right-of-way line of Section 28, Township 28 North, Range 22 West of the 5th Principal Meridian to the north line of the northwest quarter of said Section 28, thence east along the north line of the northwest quarter of said Section 28 to the North Quarter Corner of said Section 28, thence south along the east line of said Section 28 to the South Quarter Corner of said Section 28, thence west along the south line of the southwest quarter of said Section 28 to the Point of Beginning.

93.8.2 Fee Schedule. From the effective date hereof through June 30, 2026 a connection fee of \$1,110 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2026 and each calendar year thereafter based on the change in the

ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.

93.8.3 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the three actions said parcel shall not be further subject to the connection fee. For any property within the Eisenhower Drive NE/NE 88th Street, Highway 65 to 2nd Street NE, Water Main Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.

93.8.4 Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Administrator and payment of the appropriate connection fee. The number of connections to the system is limited and connections outside the district may not be allowed.

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
____ Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

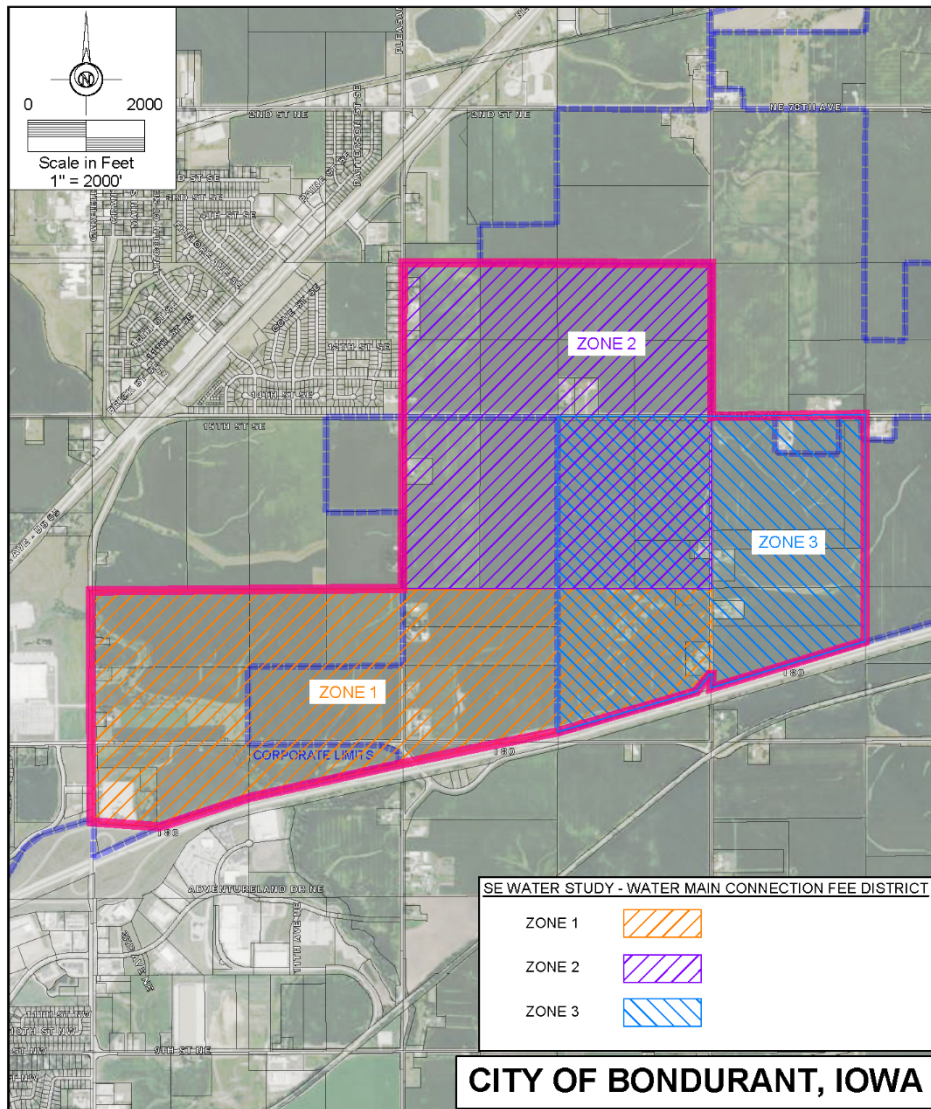
Item No. 7.n.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance considering establishing the SE Water Study Water Connection Fee District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Council held a public hearing on May 5 to consider the adoption of the SE Water Study Water Connection Fee District and to establish connection fees therein. The map below shows the proposed boundary of this water connection fee district area.



The purpose of establishing this water connection fee district is so that the City can recover costs incurred as a result of constructing a 12" water main within the proposed connection fee district area along 15th Street SW, Eisenhower Drive SE, and 32nd Street SE. The proposed per acre connection fee within the district will be \$1,214 per acre for each separate connection fee zone a property may be located within. This per acre fee was calculated by Greenwood Consulting as follows: estimated construction cost of \$2,255,059 to construct the 12" water main within the connection fee district area/1,857 acres within the proposed connection fee district area = \$1,214 per acre.

The overlapping areas between Zone 1 and Zone 3, as well as between Zone 2 and Zone 3 of the SE Water Study Water Connection Fee District, stem from how the City of Bondurant structures its water main connection fee districts. These districts are based on the City's long-term plan for a grid of 12-inch water mains along major east-west and

north-south streets. Zone 1 and Zone 2 cover the east-west mains along 15th and 32nd Streets SE, while Zone 3 corresponds to the north-south main along Eisenhower Drive SE. Because Zone 3 follows a north-south corridor, its half-mile buffer overlaps with the eastern portions of Zones 1 and 2. This overlap reflects what would typically occur if separate fee districts were established for each main following standard practices. The three zones simply serve to identify properties impacted by both an east-west and a north-south main; however, the water connection fee is uniform across all zones.

As required by the Iowa Code, a public hearing notice was printed in the newspaper on April 9, 2025. The City mailed notices to all property owners within the district on April 18, 2025. The notice states that the connection fees apply only when, and if, the property owner connects into the water main system within the connection fee district area.

FUNDING SOURCE: NA - This established a district that will help recoup the investment in infrastructure.

STAFF RECOMMENDATION: Approve third (final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-208

CITY OF BONDURANT
ORDINANCE NO. 250505-208

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY ADDING A NEW CONNECTION FEE DISTRICT IN CHAPTER 93 - WATER
CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of a water connection fee district referred to as the SE Water Study Water Main Connection Fee District,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Water Connection Fee District. The Code of Ordinances is amended by adding the following:

CHAPTER 93 – WATER CONNECTION FEE DISTRICTS

93.9 SE Water Study Water Main Connection Fee District

93.9.1 Connection Fee District. The SE Water Study Water Main Connection Fee District is hereby established consisting of the following area located in Sections 4,5,6,7 and 8, Township 79 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa and Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the Southwest Corner of Section 32, Township 79 North, Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 6 to the West Quarter Corner of said Section 6, thence east along the north line of the south one half of Section 6 to the East Quarter Corner of said Section 6, thence north along the west line of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian to the Northwest Corner of said Section 5, thence north along the west line of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian to the West Quarter Corner of said Section 32, thence west along the north line of the south one half of said Section 32 to the East Quarter Corner of said Section 32, thence south along the east line of said Section 32 to the Southeast Corner of said Section 32, thence east along the north line of Section 4, Township 79 North, Range 22 West of the 5th Principal Meridian to the North Quarter Corner of said Section 4, thence south along the east line of the west one half of said Section 4 to the point of intersection with the northerly right-of-way line of Interstate Highway 80, thence westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of said Section 4, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the south line of Section 5, Township 80 North, Range 22 West of

the 5th Principal Meridian, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of Section 8, Township 80 North, Range 22 West of the 5th Principal Meridian, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of Section 7 Township 80 North , Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 7 to the Point of Beginning.

93.9.3 Connector Fee District Zones. The Water Tower Connector Mains Water Main Connection Fee District consists of three separate zones. In some portions of the District the zones are overlapping. The connection fee established and payable for each zone within the overall District. Properties located within two separate zones are required to pay the separate connection fee for each zone.

Zone 1 is described as: Commencing at the Southwest Corner of Section 32, Township 79 North, Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 6 to the West Quarter Corner of said Section 6, thence east along the north line of the south one half of Section 6 to the East Quarter Corner of said Section 6, thence east along the north line of the south one half of Section 5 Township 5 North, Range 79 West of the 5th Principal Meridian to the East Quarter Corner of said Section 5, thence east along the north line of the southwest quarter of Section 4, Township 79 North, Range 22 West of the 5th Principal Meridian to the northeast corner of the southwest quarter of said Section 4, thence south along the east line of the southwest quarter of said Section 4 to the point of intersection with the northerly right-of-way line of Interstate Highway 80, thence westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of said Section 4, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the south line of Section 5, Township 80 North, Range 22 West of the 5th Principal Meridian, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of Section 8, Township 80 North, Range 22 West of the 5th Principal Meridian, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of Section 7 Township 80 North , Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 7 to the Point of Beginning.

Zone 2 is described as: Commencing at the West Quarter Corner of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 5 to the Northwest Corner of said Section 5, thence north along the west line of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian to the West Quarter Corner of said Section 32, thence west along the north line of the south one half of said Section 32 to the East Quarter Corner of said Section 32, thence south along the east line of said Section 32 to the Southeast Corner of said Section 32, thence south along the east line of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian to the East Quarter Corner of said Section 5, thence west along the south line of the north one half of said Section 5 to the Point of Beginning.

Zone 3 is described as: Commencing at the Northwest Corner of Section 4, Township 79 North, Range 22 West of the 5th Principal Meridian, thence east along the north line of said Section 4 to the North Quarter Corner of said Section 4, thence south along the east line of the west one half of said Section 4 to the point of intersection with the northerly right-of-way line of Interstate Highway 80, thence westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of said Section 4, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to a point on the west line of the east one half of Section 5, Township 79 North, Range 79 West of the 5th Principal Meridian, thence north along the west line of the east one half of said Section 5 to the North Quarter Corner of said Section 5, thence east along the north line of the east one half of said section 5 to the Point of Beginning.

93.9.3 Fee Schedule. From the effective date hereof through June 30, 2026 a connection fee of \$1,214 per acre shall be imposed for each zone in which a property is located. The connection fee shall be adjusted on July 1, 2026 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.

93.9.4 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the three actions said parcel shall not be further subject to the connection fee. For any property within the SE Water Study Water Main Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.

93.9.5 Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Administrator and payment of the appropriate connection fee. The number of connections to the system is limited and connections outside the district may not be allowed.

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

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

subsection, sentence, clauses, phrase or part thereof not adjudged invalid or unconstitutional.

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____ Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

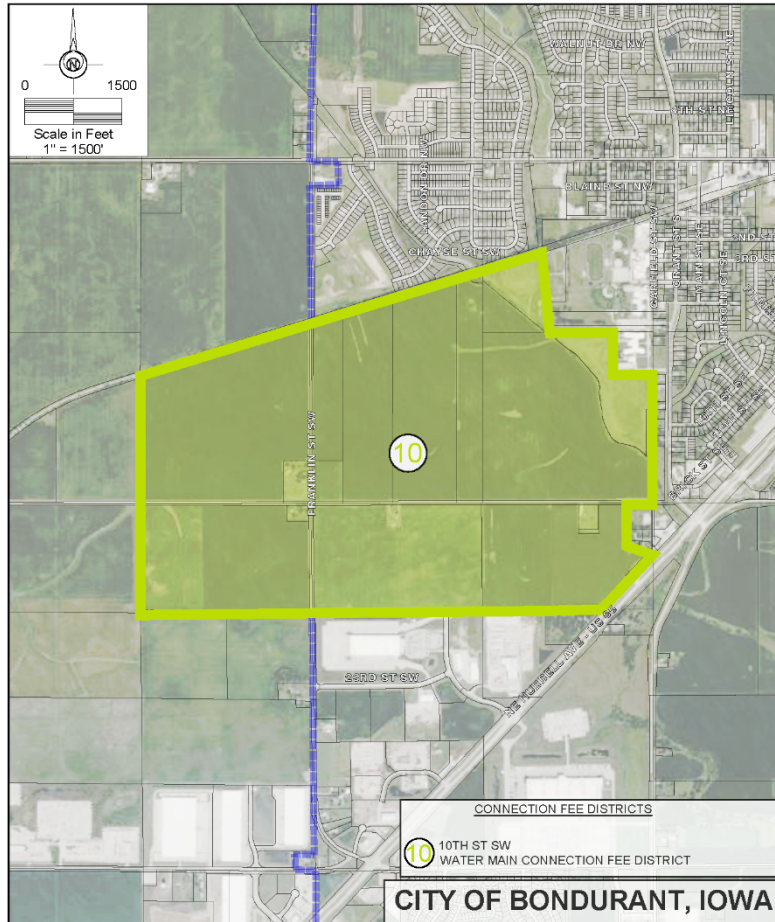
Item No. 7.o.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance to consider establishing the 10th Street, SW Water Connection Fee District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Council held a public hearing on May 5 to consider adoption of the 10th Street SW Water Connection Fee District and to establish connection fees therein. The map below shows the proposed boundary of this water connection fee district area. Attached is an ordinance establishing the district.



The purpose of establishing this water connection fee district is so that the City can recover costs that will be incurred as a result of constructing a 12" water main within the proposed connection fee district area. The proposed per acre connection fee within the district will be \$1,518 per acre. This per acre fee was calculated by Greenwood Consulting as follows: estimated construction cost of \$1,250,000 to construct the 12" water main within the connection fee district area/823 acres within the proposed connection fee district area = \$1,518 per acre.

As required by the Iowa Code, a public hearing notice will be printed in the newspaper on April 9, 2025. The City will mail notices to all property owners within the district on April 18, 2025. The notice states that the connection fees apply only when, and if, the property owner connects into the water main system within the connection fee district area.

FUNDING SOURCE: The connection fee district is a mechanism to recoup investments in infrastructure.

STAFF RECOMMENDATION: Approve third (final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-208

CITY OF BONDURANT
ORDINANCE NO. 250505-208

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY ADDING A NEW CONNECTION FEE DISTRICT IN CHAPTER 93 - WATER
CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of a water connection fee district referred to as the SE Water Study Water Main Connection Fee District,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Water Connection Fee District. The Code of Ordinances is amended by adding the following:

CHAPTER 93 – WATER CONNECTION FEE DISTRICTS

93.9 SE Water Study Water Main Connection Fee District

93.9.1 Connection Fee District. The SE Water Study Water Main Connection Fee District is hereby established consisting of the following area located in Sections 4,5,6,7 and 8, Township 79 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa and Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the Southwest Corner of Section 32, Township 79 North, Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 6 to the West Quarter Corner of said Section 6, thence east along the north line of the south one half of Section 6 to the East Quarter Corner of said Section 6, thence north along the west line of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian to the Northwest Corner of said Section 5, thence north along the west line of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian to the West Quarter Corner of said Section 32, thence west along the north line of the south one half of said Section 32 to the East Quarter Corner of said Section 32, thence south along the east line of said Section 32 to the Southeast Corner of said Section 32, thence east along the north line of Section 4, Township 79 North, Range 22 West of the 5th Principal Meridian to the North Quarter Corner of said Section 4, thence south along the east line of the west one half of said Section 4 to the point of intersection with the northerly right-of-way line of Interstate Highway 80, thence westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of said Section 4, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the south line of Section 5, Township 80 North, Range 22 West of

the 5th Principal Meridian, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of Section 8, Township 80 North, Range 22 West of the 5th Principal Meridian, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of Section 7 Township 80 North , Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 7 to the Point of Beginning.

93.9.3 Connector Fee District Zones. The Water Tower Connector Mains Water Main Connection Fee District consists of three separate zones. In some portions of the District the zones are overlapping. The connection fee established and payable for each zone within the overall District. Properties located within two separate zones are required to pay the separate connection fee for each zone.

Zone 1 is described as: Commencing at the Southwest Corner of Section 32, Township 79 North, Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 6 to the West Quarter Corner of said Section 6, thence east along the north line of the south one half of Section 6 to the East Quarter Corner of said Section 6, thence east along the north line of the south one half of Section 5 Township 5 North, Range 79 West of the 5th Principal Meridian to the East Quarter Corner of said Section 5, thence east along the north line of the southwest quarter of Section 4, Township 79 North, Range 22 West of the 5th Principal Meridian to the northeast corner of the southwest quarter of said Section 4, thence south along the east line of the southwest quarter of said Section 4 to the point of intersection with the northerly right-of-way line of Interstate Highway 80, thence westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of said Section 4, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the south line of Section 5, Township 80 North, Range 22 West of the 5th Principal Meridian, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of Section 8, Township 80 North, Range 22 West of the 5th Principal Meridian, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of Section 7 Township 80 North , Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 7 to the Point of Beginning.

Zone 2 is described as: Commencing at the West Quarter Corner of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian, thence north along the west line of said Section 5 to the Northwest Corner of said Section 5, thence north along the west line of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian to the West Quarter Corner of said Section 32, thence west along the north line of the south one half of said Section 32 to the East Quarter Corner of said Section 32, thence south along the east line of said Section 32 to the Southeast Corner of said Section 32, thence south along the east line of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian to the East Quarter Corner of said Section 5, thence west along the south line of the north one half of said Section 5 to the Point of Beginning.

Zone 3 is described as: Commencing at the Northwest Corner of Section 4, Township 79 North, Range 22 West of the 5th Principal Meridian, thence east along the north line of said Section 4 to the North Quarter Corner of said Section 4, thence south along the east line of the west one half of said Section 4 to the point of intersection with the northerly right-of-way line of Interstate Highway 80, thence westerly along the northerly right-of-way line of Interstate Highway 80 to the west line of said Section 4, thence continuing westerly along the northerly right-of-way line of Interstate Highway 80 to a point on the west line of the east one half of Section 5, Township 79 North, Range 79 West of the 5th Principal Meridian, thence north along the west line of the east one half of said Section 5 to the North Quarter Corner of said Section 5, thence east along the north line of the east one half of said section 5 to the Point of Beginning.

93.9.3 Fee Schedule. From the effective date hereof through June 30, 2026 a connection fee of \$1,214 per acre shall be imposed for each zone in which a property is located. The connection fee shall be adjusted on July 1, 2026 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.

93.9.4 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the three actions said parcel shall not be further subject to the connection fee. For any property within the SE Water Study Water Main Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.

93.9.5 Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Administrator and payment of the appropriate connection fee. The number of connections to the system is limited and connections outside the district may not be allowed.

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

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

subsection, sentence, clauses, phrase or part thereof not adjudged invalid or unconstitutional.

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____ Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

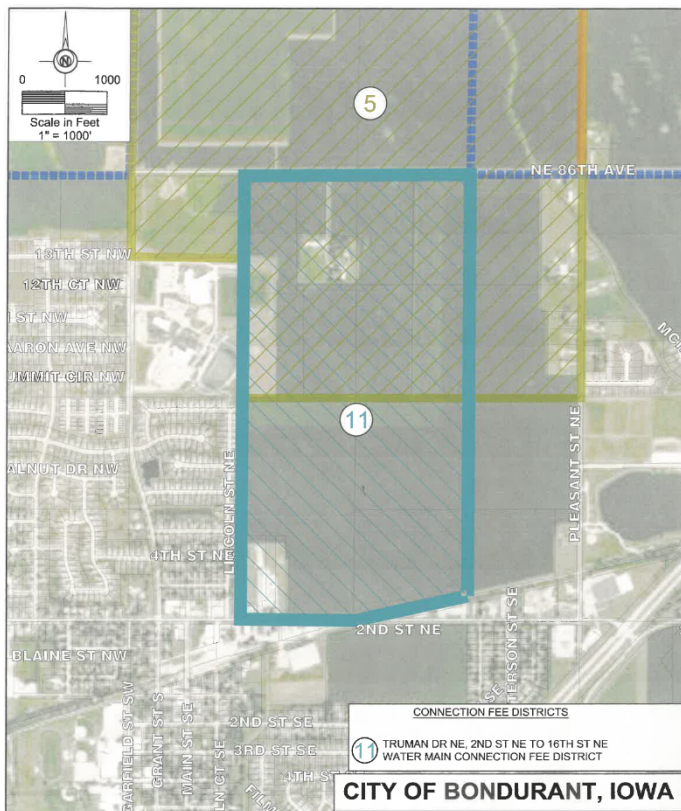
Item No. 7.p.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance to consider establishing the Truman Drive NE, 2nd Street NE to 16th Street NE, Water Connection Fee District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: A public hearing to consider adoption of the Truman Drive NE, 2nd Street NE to 16th Street NE Water Connection Fee District and to establish connection fees therein was held on May 5, 2025. The map below shows the proposed boundary of this water connection fee district area. The attached ordinance establishes that district.



The purpose of establishing this water connection fee district is so that the City can recover costs that will be incurred as a result of constructing a 12" water main within the proposed connection fee district area. The proposed per acre connection fee within the district will be \$2,083 per acre. This per acre fee was calculated by Greenwood Consulting as follows: estimated construction cost of \$650,000 to construct the 12" water main within the connection fee district area along Truman Drive NE from 2nd Street NE north to 16th Street NE/312 acres within the proposed connection fee district area = \$2,083 per acre.

As required by the Iowa Code, a public hearing notice was printed in the newspaper on April 9, 2025. The City mailed notices to all property owners within the district on April 18, 2025. The notice states that the connection fees apply only when, and if, the property owner connects into the water main system within the connection fee district area.

FUNDING SOURCE: The connection fee district helps recoup investments in infrastructure.

STAFF RECOMMENDATION: Approve third (final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-210

CITY OF BONDURANT
ORDINANCE NO. 250505-210

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY ADDING A NEW CONNECTION FEE DISTRICT IN CHAPTER 93 - WATER
CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of a water connection fee district located along Truman Drive NE, from 2nd Street NE to 16th Street NE, Water Main Connection Fee District,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Water Connection Fee District. The Code of Ordinances is amended by adding the following:

CHAPTER 93 – WATER CONNECTION FEE DISTRICTS

93.11 Truman Drive NE, 2nd Street NE to 16th Street NE, Water Main Connection Fee District

93.11.1 Connection Fee District. The Truman Drive NE, 2nd Street NE to 16th Street NE, Water Main Connection Fee District is hereby established consisting of the following area located in Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the southeast corner of the west one half of the northeast quarter of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian, thence north along the east line of the west one half of the northeast quarter of said Section 30 to the northeast corner of the west one half of the northeast quarter of said Section 30 to the North Quarter Corner of said Section 30, thence west along the north line of the east one half of the northwest quarter of said Section 30 to the northwest corner of the east one half of the northwest quarter of said Section 30, thence south along the west line of the east one half of the northwest quarter of said Section 30 to the southwest corner of the east one half of the northwest quarter of said Section 30, thence south along the west line of the east one half of the southwest quarter of said Section 30 to a point located 1003 feet north of the southwest corner of the east one half of the southwest quarter of said Section 30, thence east a distance of 520 feet, thence south along a line parallel to and 520 feet east of the west line of the east one half of the southwest quarter of said Section 30 to a point on the south line of the south line said Section 30, thence east along the south line of said Section 30 to the point of intersection with the northerly line of the former railroad right-of-way, thence easterly along the

northerly line of the former railroad right-of-way to the point of intersection with the east line of the west one half of the southeast quarter of said Section 30, thence north along the east line of the west one half of the southeast quarter of said Section 30 to the Point of Beginning.

93.11.2 Fee Schedule. From the effective date hereof through June 30, 2026 a connection fee of \$2,083 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2026 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.

93.11.3 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the three actions said parcel shall not be further subject to the connection fee. For any property within the Truman Drive NE, 2nd Street NE to 16th Street NE, Water Main Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.

93.11.4 Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Administrator and payment of the appropriate connection fee. The number of connections to the system is limited and connections outside the district may not be allowed.

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____ Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

Item No. 7.q.
For Meeting of 6/2/2025
Ordinance

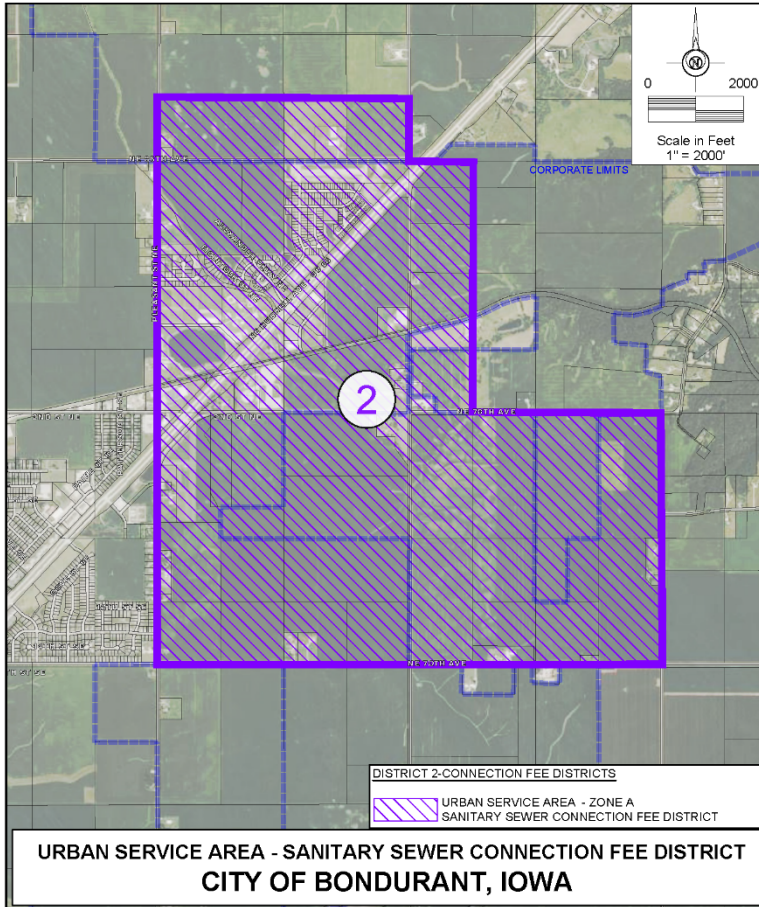
TITLE: - (Third Reading) Ordinance to consider amending amending the Urban Service Area Sanitary Sewer Connection Fee District

CONTACT PERSON:

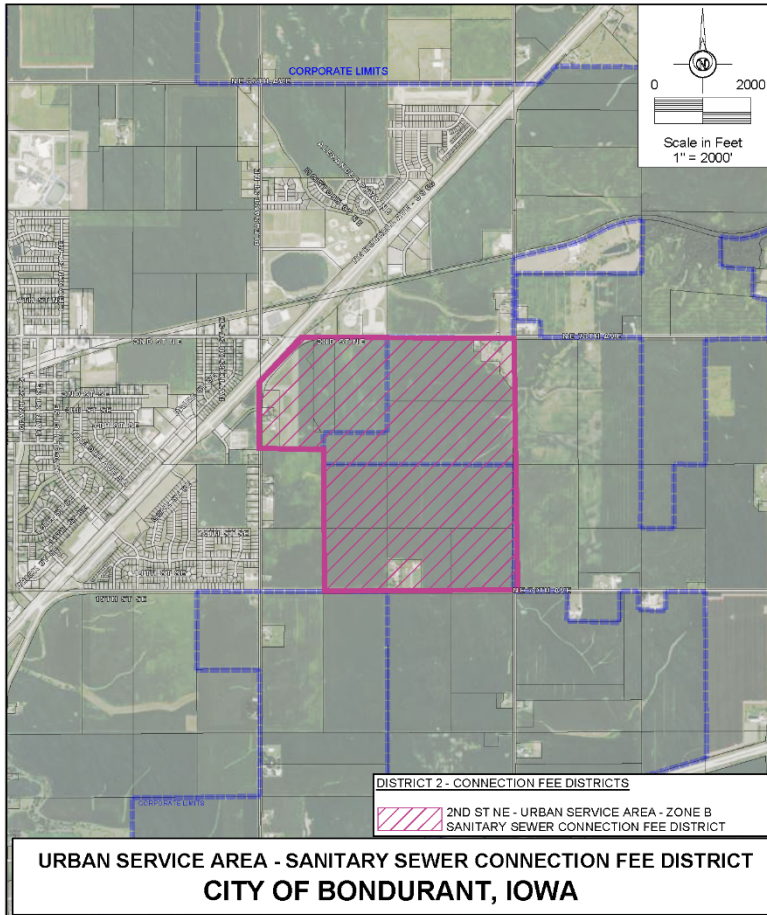
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

A public hearing to consider adoption of the amendment to the Urban Service Area Sanitary Sewer Connection Fee District and to establish connection fees therein was held on May 5, 2025. The maps below show the current Urban Sanitary Sewer Connection Fee District, which will be designated as Zone A. The attached ordinance establishes this district.



The following map shows the zoned proposed for creation (Zone B), which covers the area served by the new sanitary sewer constructed by the City along 2nd Street NE. This sewer flows east and connects to the Urban Service Area Lift Station.



Below is the combined Urban Service Area Sanitary Sewer Connection Fee District, showing both Zone A and Zone B.

states that the connection fees apply only when, and if, the property owner submits a final plat within the connection fee district area.

FUNDING SOURCE: The connection fee district helps recoup investments in infrastructure.

STAFF RECOMMENDATION: Approve third (final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-211

CITY OF BONDURANT
ORDINANCE NO. 250505-211

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY AMENDING THE URBAN SERVICE AREA CONNECTION FEE DISTRICT
IN SECTION 104.2 OF CHAPTER 104 – SANITARY SEWER CONNECTION FEE
DISTRICT

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by amending the Urban Service Area Connection Fee District in Section 104.2 of Chapter 104 to establish a second zone connection fee area within the District and providing for the payment of a connection fee for each zone within the District.

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Sanitary Sewer Connection Fee District. The Code of Ordinances is amended as follows:

1. In Section 104.2.1 following the title of the section and prior to the description of the district boundary add:

“Zone A of the district is the following described area:”

2. In Section 104.2.1 following the description of Zone A add the following:

“ Zone B of the District is the following described are:

Commencing at the Northeast Corner of Section 33, Township 80 North, Range 22 West of the 5th Principal Meridian, thence south along the east line of said Section 32 to the Southeast Corner of said Section 32, thence south along the south line of said Section 32 to the South Quarter Corner of said Section 32, thence west long the south line of southeast quarter of the southwest quarter of said Section 32 to the southwest corner of the southeast quarter of the southwest quarter of said Section 30, thence north along the west line of the southeast quarter of the southwest quarter of said Section 30 to the northwest corner of the southeast quarter of the southwest quarter of said Section 30, thence west along the south line of the southwest quarter of the northwest quarter of said Section 30 to the West Quarter Corner of said Section 30, thence north along the west line of said Section 32 to the point of intersection with southeasterly right-of-way line of Highway 65, thence northeasterly along the southeasterly right-of-way line Highway 65 to the north line of said section 32, thence east along the north line of said Section 32 to the Point of Beginning.”

3. Change Section 104.2.2 to read as follows:

“104.7.2 Fee Schedule. From the effective date hereof through June 30, 2026 a connection fee of \$4,739 per acre shall be imposed for all property located in Zone A. From the effective date hereof through June 30, 2026 a connection fee of \$1,174 shall be imposed for all property located in Zone B. The connection fee for property located in Zone B shall be in addition to the connection fee for Zone A. The connection fee shall be adjusted on July 1 of each year beyond the initial fee in this section and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.”

4. Change Section 104.2.3 to read as follows:

“104.7.3 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the three actions said parcel shall not be further subject to the connection fee. For any property within the Urban Service Area Sanitary Sewer Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.”

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____ Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

Item No. 7.r.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance to consider establishing the Civic Campus Regional Stormwater Management Connection Fee District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: A public hearing to consider adoption of the establishment of the Civic Campus Regional Stormwater Management Connection Fee District and to establish connection fees therein was held May 5, 2025. The maps below show the proposed Civic Campus Regional Stormwater Management Connection Fee District. The attached ordinance establishes that district.



The purpose of establishing this stormwater management connection fee district is so that the City can recover costs that will be incurred as a result of construction within the proposed connection fee district area - see two blue areas marked "pond" above. The proposed per acre connection fee within the district will be \$11,752 per acre. The connection district fees will be due prior to approval of final plats located in property within the connection fee district.

At this time, the City of Bondurant is the only property owner within the proposed fee district. However, this will change in the future as the City will consider selling the two commercial lots contained within the proposed stormwater connection fee district for private development. Future private developments will be subject to the stormwater connection fees at the time the properties are developed, ensuring that the cost of the stormwater infrastructure is fairly allocated to those

developments that benefit from the improvements.

As required by the Iowa Code, a public hearing notice was printed in the newspaper on April 9, 2025. The City mailed notices to all property owners within the district on April 18, 2025. The notice states that the connection fees apply only when, and if, the property owner submits a final plat within the connection fee district area.

FUNDING SOURCE: The connection fee district helps recoup investments in infrastructure.

STAFF RECOMMENDATION: Approve third (and final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-212

CITY OF BONDURANT
ORDINANCE NO. 250505-212

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY ADDING A NEW CHAPTER 105 – STORMWATER CONNECTIONS FEE
DISTRICTS AND A NEW CONNECTION FEE DISTRICT IN CHAPTER 105 –
STORMWATER CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of a new stormwater connection fee district located in the Civic Campus North Plat tributary to a regional stormwater management facility,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Stormwater Connection Fee District. The Code of Ordinances is amended by adding the following:

CHAPTER 105 – STORMWATER CONNECTION FEE DISTRICTS

105.1 Civic Campus Regional Stormwater Management Connection Fee District

105.1.1 Connection Fee District. The Civic Campus Regional Stormwater Management Connection Fee District is hereby established consisting of the following area located in Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Civic Campus North, an Official Plat in and forming the City of Bondurant, Polk County, Iowa

105.1.2 Fee Schedule. From the effective date hereof through June 30, 2026 a connection fee of \$11,752 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2026 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.

105.1.3 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the

three actions said parcel shall not be further subject to the connection fee. For any property within the Civic Campus Regional Stormwater Management Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.

105.1.4 Exemption from Stormwater Detention. Any property located within the connection fee district that is required to pay the connection fee shall be exempt from providing on site stormwater detention as required under the Subdivision Ordinance to the extent the City constructed regional stormwater detention facility provides stormwater detention. If the development of a parcel subject to the connection fee results in a peak runoff rate greater than the runoff rate used in the design of the regional detention facility shall be required to provide such additional on-site detention as necessary to reduce the release rate from the site to no greater than the runoff rate used in the design of the regional detention facility.

105.1.5 Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Administrator and payment of the appropriate connection fee. The number of connections to the system is limited and connections outside the district may not be allowed.

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____. Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025
SECOND CONSIDERATION:
THIRD CONSIDERATION:



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

Item No. 7.s.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance to consider establishing the Truman Drive, NE, 2nd Street, NE to 16th Street, NE, Sanitary Sewer Connection Fee District

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: A public hearing to consider adoption of the Truman Drive NE, 2nd Street NE to 16th Street NE Sanitary Sewer Connection Fee District and to establish connection fees therein was held earlier on the agenda. The map below shows the proposed Sewer Connection Fee District. The attached ordinance establishes that district.

FUNDING SOURCE: The connection fee district helps recoup infrastructure investments.

STAFF RECOMMENDATION: Approve third (and final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-213

CITY OF BONDURANT
ORDINANCE NO. 250505-213

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY ADDING A NEW CONNECTION FEE DISTRICT IN CHAPTER 104 –
SANITARY SEWER CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of a sanitary sewer connection fee district located along Truman Drive NE from 2nd Street NE northerly toward 16th Street NE Sanitary Sewer Connection Fee District,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Sanitary Sewer Connection Fee District. The Code of Ordinances is amended by adding the following:

CHAPTER 104 – SANITARY SEWER CONNECTION FEE DISTRICTS

104.6 Truman Drive NE, 2nd Street NE to 16th Street NE, Sanitary Sewer Connection Fee District

104.6.1 Connection Fee District. The Truman Drive NE, – 2nd Street NE to 16th Street NE, Sanitary Sewer Connection Fee District is hereby established consisting of the following area located in Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the southeast corner of the west one half of the northeast quarter of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian, thence north along the east line of the west one half of the northeast quarter of said Section 30 to the northeast corner of the southeast quarter of the northeast quarter of said Section 30, thence west along the north line of the southwest quarter of the northeast quarter of said Section 30 to the northwest corner of the southwest quarter of the northeast quarter of said section 30, thence west along the north line of Parcel 2020-190 of the northwest quarter of said Section 30 as recorded in Book 18268 Page 247 as recorded in the Office of the Polk County Recorder to the northwest corner of said Parcel 2020-190, thence west along the north line of Parcel 2020-189 of the northwest quarter of said Section 30 as recorded at Book 18268 Page 247 in the Office of the Polk County Recorder to the northwest corner of said Parcel 18268 Page 247, thence south along the west line of the east one half of the northwest quarter of said Section 30 to the southwest corner of the east one half of the northwest quarter of said Section 30, thence south along the west line of the east one half of the southwest quarter of said Section 30 to a point located 1003 feet north of the southwest corner of the east one half of the

southwest quarter of said Section 30, thence east a distance of 520 feet, thence south along a line parallel to and 520 feet east of the west line of the east one half of the southwest quarter of said Section 30 to a point on the south line of the south line said Section 30, thence east along the south line of said Section 30 to the point of intersection with the the northerly line of the former railroad right-of-way, thence easterly along the northerly line of the former railroad right-of-way to the point of intersection with the east line of the west one half of the southeast quarter of said Section 30, thence north along the east line of the west one half of the southeast quarter of said Section 30 to the Point of Beginning.

104.6.2 Fee Schedule. From the effective date hereof through June 30, 2026 a connection fee of \$2,159 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2026 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year.

104.6.3 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the three actions said parcel shall not be further subject to the connection fee. For any property within the Truman Drive NE, 2nd Street NE to 16th Street NE, Sanitary Sewer Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.

104.6.4 Property Outside District. Any property outside of the described connection fee district may connect to the sewer serving the district with the approval of the City Administrator and payment of the appropriate connection fee. The number of connections to the system is limited and connections outside the district may not be allowed.

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____ Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

Item No. 7.t.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance amending the Park Side Water Connection Fee District to exclude portions proposed for inclusion in the Eisenhower Drive NE, Highway 65 to 2nd Street NE, Water Connection Fee District

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS:

The City of Bondurant has adopted a long-term approach to utility planning that ensures new growth contributes equitably to the cost of extending critical infrastructure. Area water connection fee districts establish clear boundaries around new water main improvements and apply connection fees to benefiting properties within those boundaries. Under the City's long-range water main planning efforts, a network of 12-inch water mains is to be developed along major east-west and north-south corridors. In this alignment, water connection fee districts are generally drawn to include the area within one-half mile on either side of the new 12" water main segment. This ensures that all properties reasonably served by the main contribute a proportionate share to its cost, while keeping the fee structure fair and consistent across similar projects.

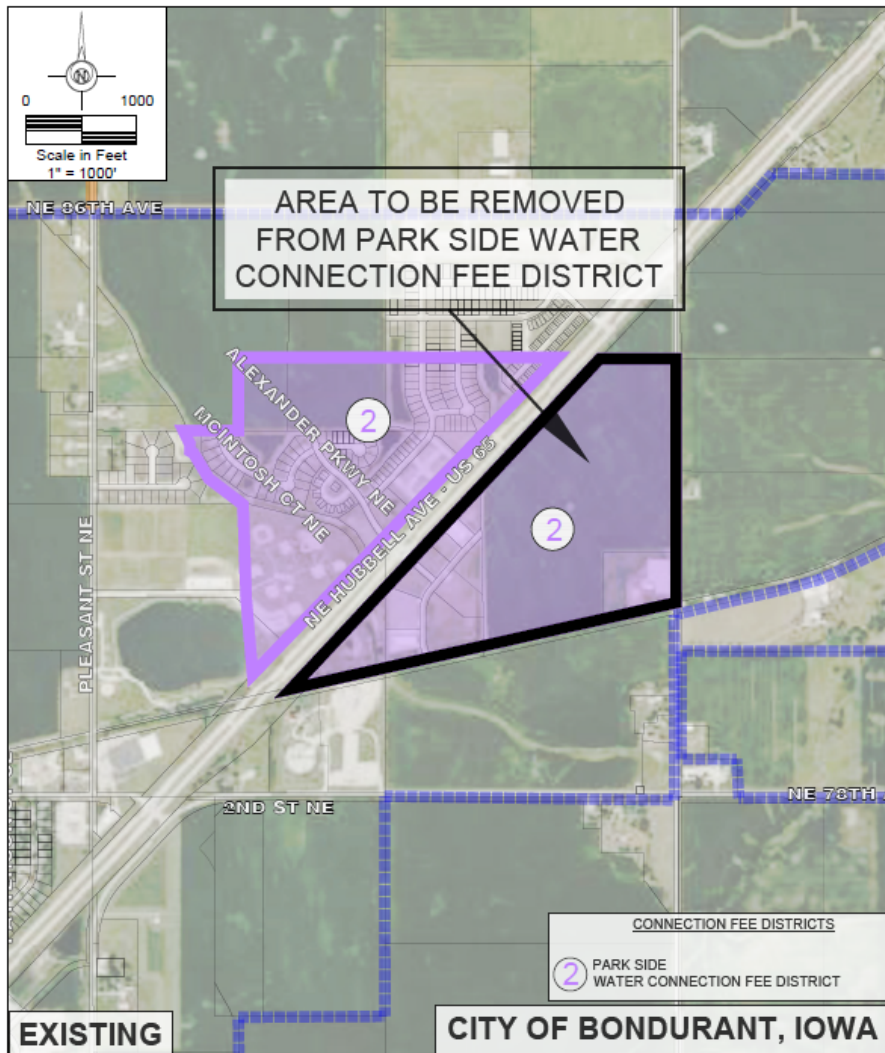
The Park Side Water Connection Fee District was established in 2020 to capture costs incurred by the City for constructing a 12" water main along the diagonal Highway 65 corridor. This infrastructure was necessary to facilitate development within the Park Side and Bondurant Industrial Park areas. While the original fee district focused primarily on the area west and north of Highway 65, it also included a portion of land located south and east of the corridor.

As part of a broader reevaluation of the City's water service strategy, staff, working with Greenwood Consulting LLC, has developed a more comprehensive and area-appropriate district now proposed as the Eisenhower Drive NE / NE 88th Street, from Highway 65 to 2nd Street NE, Water Connection Fee District. This new district reflects a true north-south orientation, in line with the City's water main planning model and offers a more logical and equitable structure for future service cost recovery in this sector of the community. As a result, the area south and east of Highway 65 currently

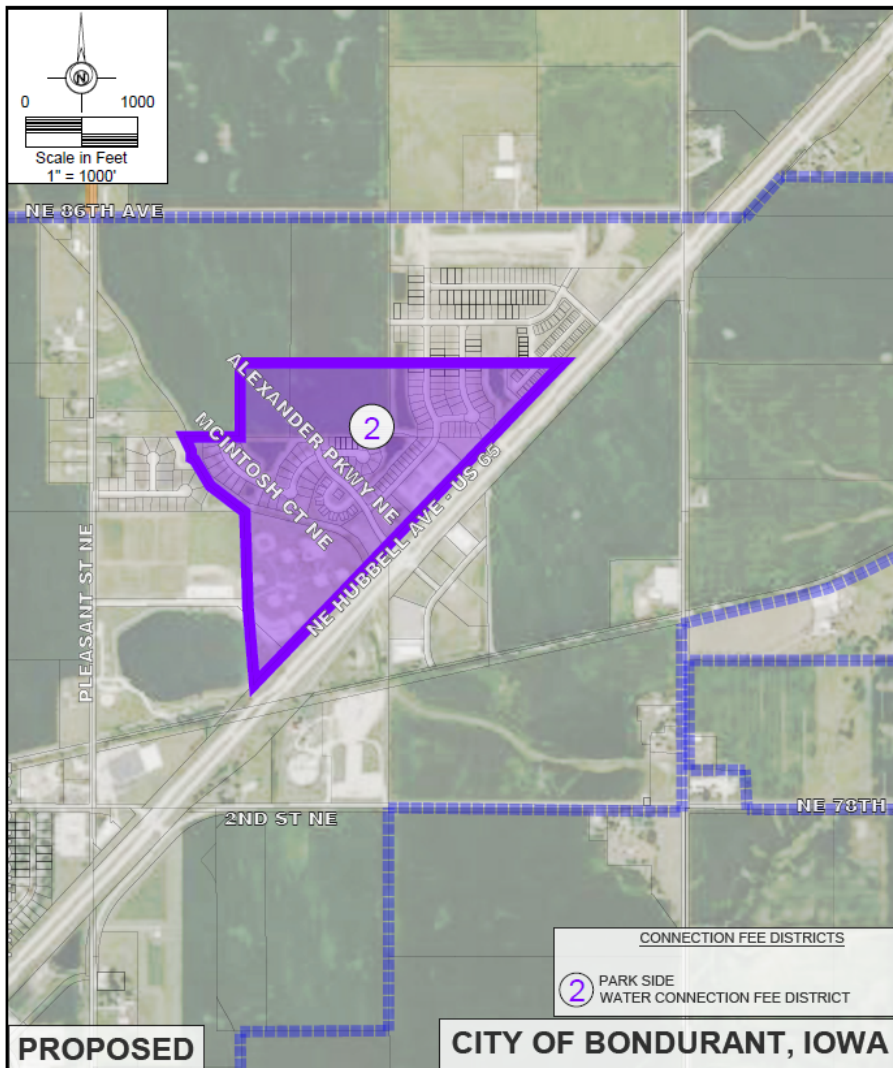
included in the Park Side district is proposed for deletion from the Park Side Water Connection Fee District, as these parcels are now planned for inclusion in the Eisenhower Drive NE / NE 88th Street district instead.

To aid in understanding the proposed change, two maps are provided:

- A map showing the existing Park Side Water Connection Fee District, with the area proposed for deletion highlighted; and



- A map showing the revised boundary of the Park Side Water Connection Fee District if the proposed deletion is approved.



This proposed ordinance amendment constitutes a simple boundary deletion and does not affect the rate structure or remaining area within the Park Side Water Connection Fee District.

FUNDING SOURCE:

STAFF RECOMMENDATION: Approve third (and final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-214

CITY OF BONDURANT
ORDINANCE NO. 250505-214

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT,
IOWA BY AMENDING THE BOUNDARY OF THE PARK SIDE WATER CONNECTION
FEE DISTRICT IN SECTION 93.2 OF CHAPTER 93 - WATER CONNECTION FEE
DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by amending the boundary of the Park Side Water Connection Fee District in Section 93.2 of Chapter 93 to remove an area from the existing water connection fee district,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Water Connection Fee District. The Code of Ordinances is amended as follows:

Amend 93.2.1 CONNECTION FEE DISTRICT of 93.2 PARK SIDE WATER CONNECTION FEE DISTRICT of CHAPTER 93 WATER CONNECTION FEE DISTRICTS to the following:

93.2.1 CONNECTION FEE DISTRICT. The Park Side Water Connection Fee District is hereby established consisting of the following tract of land located in Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa consisting of the following:

1. Commencing at the point of intersection of the northerly line on the former railroad right of way and the and the easterly line of the right of way of US Highway 65 (NE Hubbell Ave.), thence westerly along the northerly line of former railroad right of way to a point on the west line of the southeast quarter of the southwest quarter of Section 29 Township 80 North Range 22 West of the Fifth Principal Meridian, thence north along the west line of the southeast quarter of the southwest quarter of said Section 29, thence north along the west line of the northeast quarter of the southwest quarter of said Section 29 to the northwest corner of the northeast quarter of the southwest quarter of said Section 29, thence north along the west line of the southeast quarter of the northwest quarter of said Section 29 to a point on the southwesterly line of Park Side Plat 2, an official plat in and forming a part of the City of Bondurant, Iowa; thence N 53°, 52', 57" W a distance of 438.64 feet along the southwesterly side of Park Side Plat 2, thence westerly along a curve, a distance of 10.77 feet, with said curve having a bearing angle of N 85°, 45', 59" E, said curve being along the westerly boundary of Park Side Plat 2, thence N 4°, 55' 13" W a distance of 60.00 feet along the westerly boundary of Park Side Plat 2, thence N 23°, 10' 16" W a distance of 137.65 feet to a point on the north line of Park Side Plat 2, thence east along the north line of Park Side Plat 2 to a point on the west line of the southeast quarter of the northwest quarter of said Section

29 , thence north along the west line of the southeast quarter of the northwest quarter of said Section 29 to the northwest corner of the southeast quarter of the northwest quarter of said Section 29; thence east along the north line of the southeast quarter of the northwest quarter of said Section 29 to the northeast corner of the southeast quarter of the northwest quarter of said Section 29; thence east along the north line of the southwest quarter of the northeast quarter of said Section 29 to the northeast corner of the southwest quarter of the northeast quarter of said Section 29; thence east along the north line of the southeast quarter of the northeast quarter of said Section 29 to the point of intersection with the easterly line of the right of way of US Highway 65; thence southwesterly along the easterly right of way line of US Highway 65 to the Point of Beginning.

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

Item No. 7.u.
For Meeting of 6/2/2025
Ordinance

TITLE: - (Third Reading) Ordinance amending the Highway 65 Water Connection Fee District to exclude portions proposed for inclusion in the 10th Street, SW Water Connection Fee District

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS:

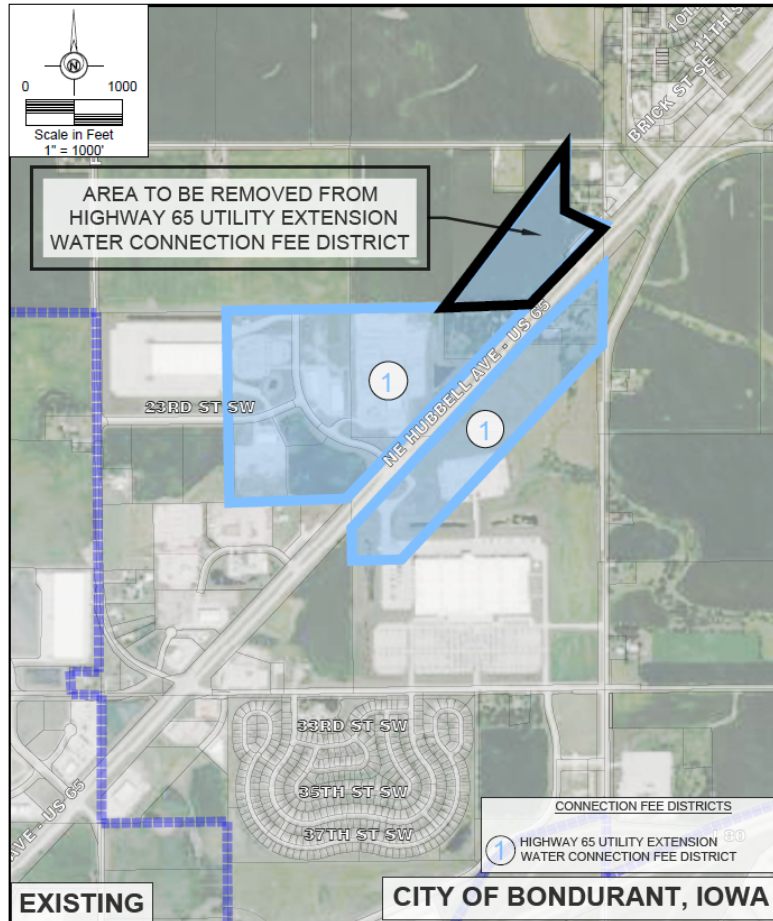
The City of Bondurant utilizes Water Connection Fee Districts as a tool to equitably recover costs associated with major water infrastructure extensions. One such district—the Highway 65 Water Connection Fee District—was established in 20178 to support improvements along and near the Highway 65 corridor.

As part of the City’s ongoing effort to expand water service to future growth areas, a more comprehensive 10th Street SW Water Connection Fee District is currently in the process of being considered for approval by the Bondurant City Council. During the planning process, City staff and the City’s engineering consultant, Greenwood Consulting LLC, identified certain parcels currently within the Highway 65 Water Connection Fee District that are better aligned with the anticipated service area of the 10th Street SW district.

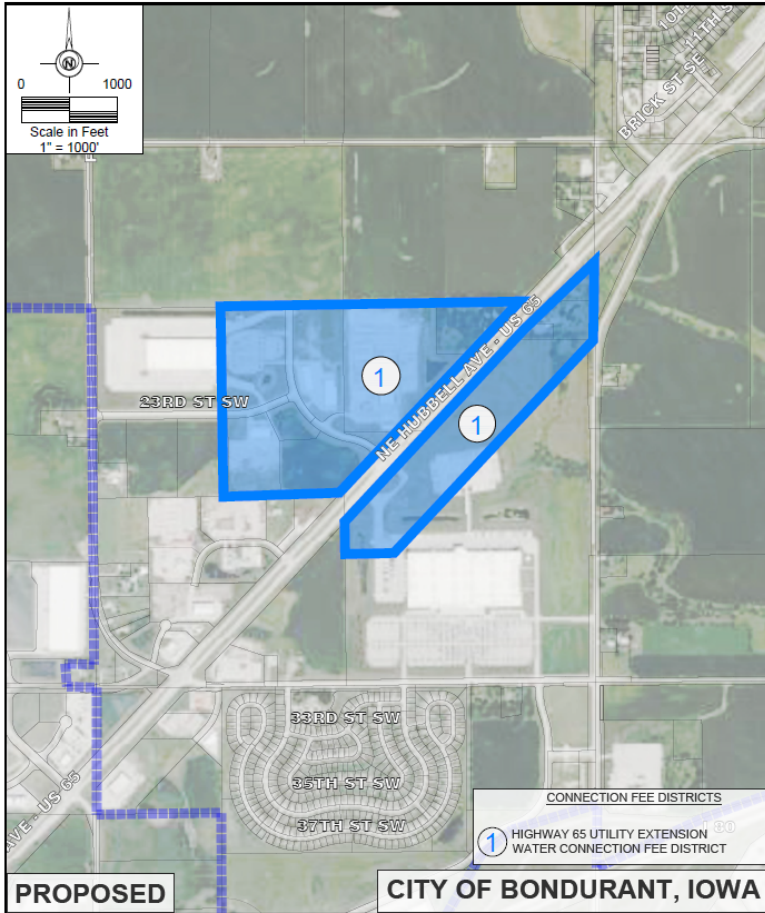
In order to avoid duplicative connection fee assignments and to promote consistency with the long-range infrastructure strategy, it is proposed that these overlapping portions be deleted from the existing Highway 65 Water Connection Fee District. These parcels would later be incorporated into the forthcoming 10th Street SW Water Connection Fee District, which is being structured to reflect both current and future service demands more comprehensively.

To assist with review and transparency, two maps are included with this item:

- A map showing the existing Highway 65 Water Connection Fee District boundary, with the area proposed for deletion highlighted.



- A map depicting the revised Highway 65 Water Connection Fee District boundary, reflecting the deletion if the ordinance is approved.



This proposed ordinance amendment constitutes a simple boundary deletion and does not affect the rate structure or remaining area within the Highway 65 Water Connection Fee District.

FUNDING SOURCE:

STAFF RECOMMENDATION: Approve third (and final) reading of ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250505-215

CITY OF BONDURANT
ORDINANCE NO. 250505-215

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT, IOWA BY AMENDING THE BOUNDARY OF THE HIGHWAY 65 UTILITY EXTENSION WATER CONNECTION FEE DISTRICT IN SECTION 93.1 OF CHAPTER 93 - WATER CONNECTION FEE DISTRICTS

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by amending the boundary of the highway 65 Utility Extension Water Connection Fee District in Section 93.1 of Chapter 93 to remove an area from the existing water connection fee district,

THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AS FOLLOWS:

Section 1 Water Connection Fee District. The Code of Ordinances is amended as follows:

In 93.1.1 CONNECTION FEE DISTRICT of 93.1 HIGHWAY 65 UTILITY EXTENSION WATER CONNECTION FEE DISTRICT of CHAPTER 93 WATER CONNECTION FEE DISTRICTS remove tract "9." from the area of the connection fee district.

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____
_____ Passed and approved this _____ day of __, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 5, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

Item No. 8.a.
For Meeting of 6/2/2025
Public Hearing

TITLE: Public hearing on the request for rezoning from the General Commercial (C-2) District to the Central Business (C-4) District, on the property located at 101 Grant Street, North

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: Now is the prescribed time and place for a public hearing on the rezoning of 101 Grant Street North for June 2, 2025, at 6:00 p.m. in Council Chambers at City Hall, 200 Second Street NE, Bondurant, Iowa.

The City is requesting to rezone 101 Grant Street North. The rezoning request proposes to change the zoning from C-2 General Commercial to C-4 Central Business. This property is currently owned by the City of Bondurant and is used by the Bondurant Fire Department. The City is currently constructing a new emergency services facility in the Civic Campus. The Station, will be repurposed for Parks and Recreation use as well as be available for use for community and private citizen events. The request area is highlighted below. The Planning & Zoning Commission voted 5-0, with two members absent, to recommend approval of the rezoning request at their May 8, 2025 meeting.

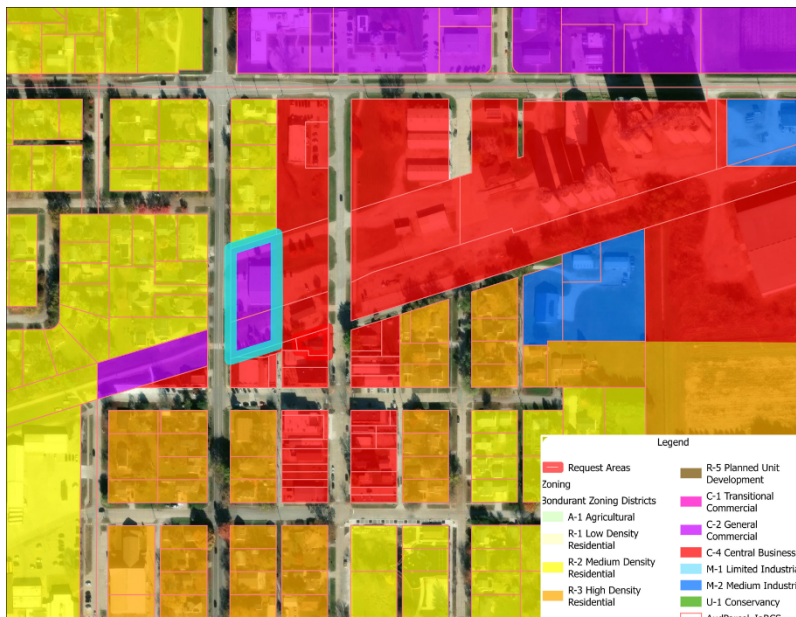


When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and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

Comprehensive Plan/Future Land Use Map – the property is currently designated for Downtown Mixed Use and Parks/Recreation. There is existing residential use to the west of the subject property. The Future Land Use Map calls for Downtown Mixed Use to the north, south and east of the subject property. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – The parcels in question currently have split zoning where the eastern 1/2 is zoned as being within the Central Business (C-4) District while the western 1/2 is zoned as being within the General Commercial (C-2) District. The City is initiating this rezoning so the development area has one consistent zoning district. The current property is used for emergency services. There is existing single-family residential area located to the west of the subject property. The property in question is outlined below on the City’s existing Zoning Map.



Parkland Dedication –There are no parkland dedication requirements for this property.

Streets – The property is accessible from Grant Street North and Main Street NE.

Pedestrian Connections –The property is adjacent to the Depot and the Chichaqua Valley Trail.

Utilities – All utilities are existing on site.

FEMA Floodplain – this property is not located within the FEMA Floodplain area.

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

Comments from City Officials and Utilities - None

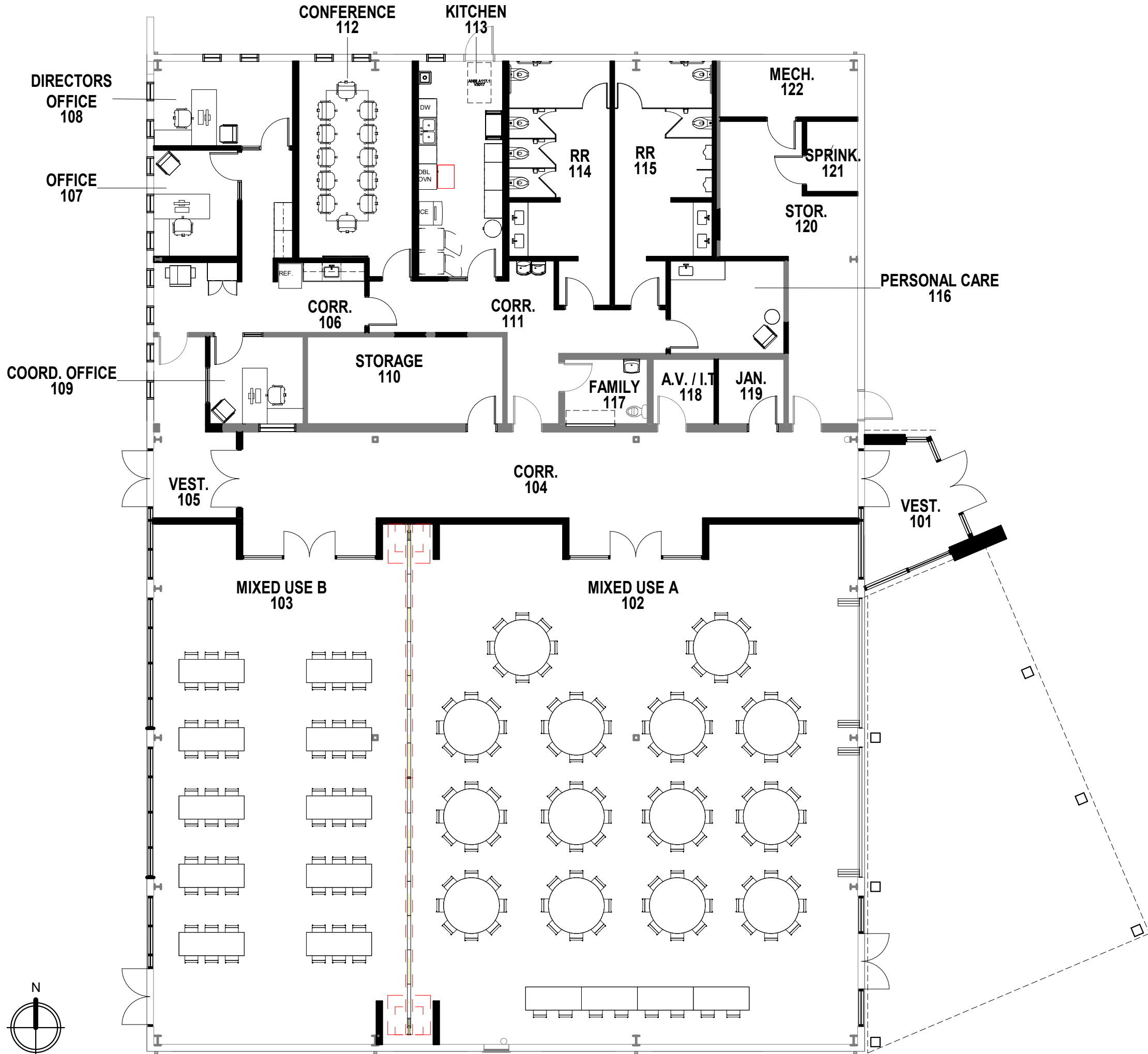
FUNDING SOURCE: NA for the rezoning

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Bondurant Parks & Rec Event Center_Plans and Renderings



BONDURANT PARKS AND RECREATION
EVENTS CENTER

SCHEMATIC FLOOR PLAN

12-10-2024

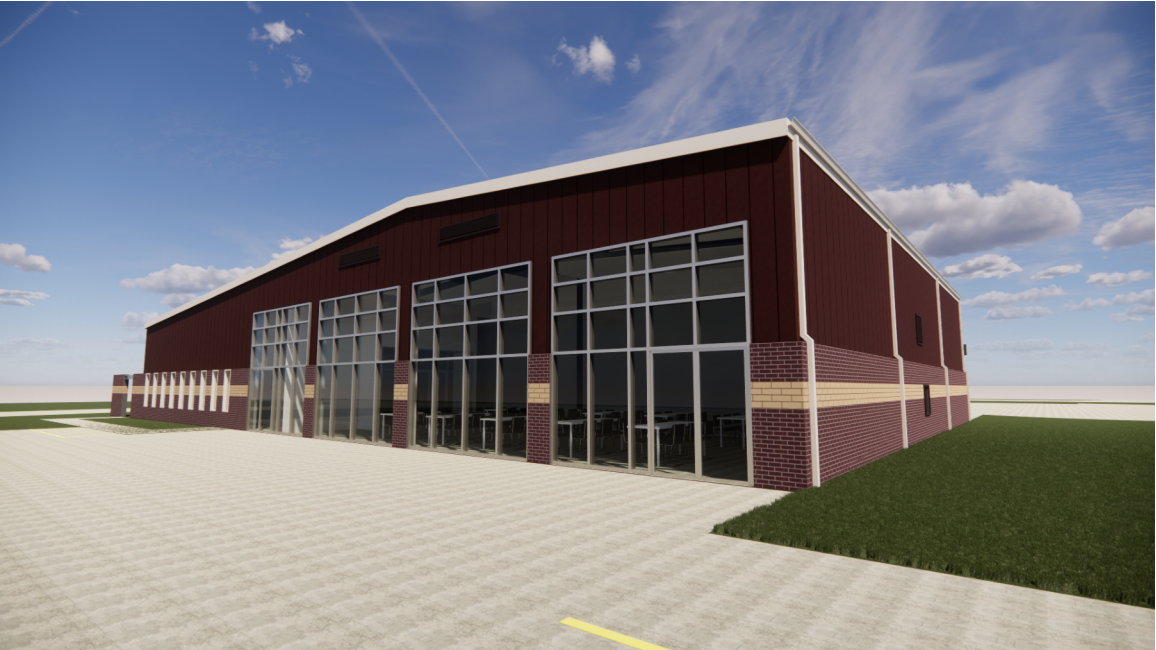




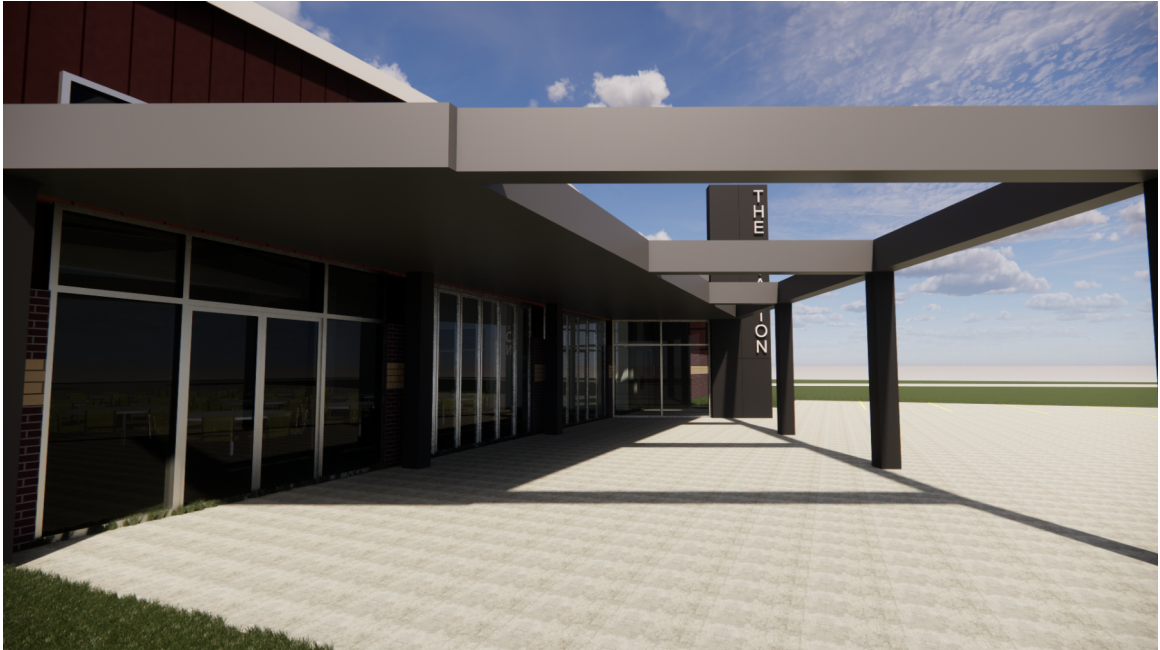
INTERIOR - MIXED USE A



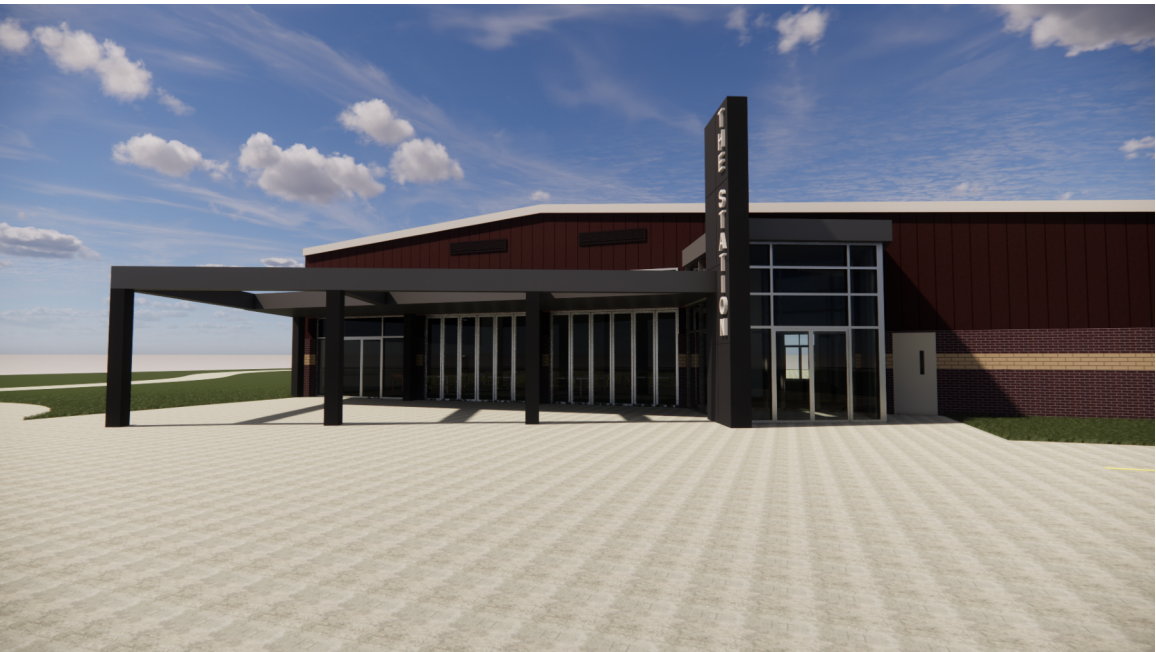
INTERIOR - MIXED USE B



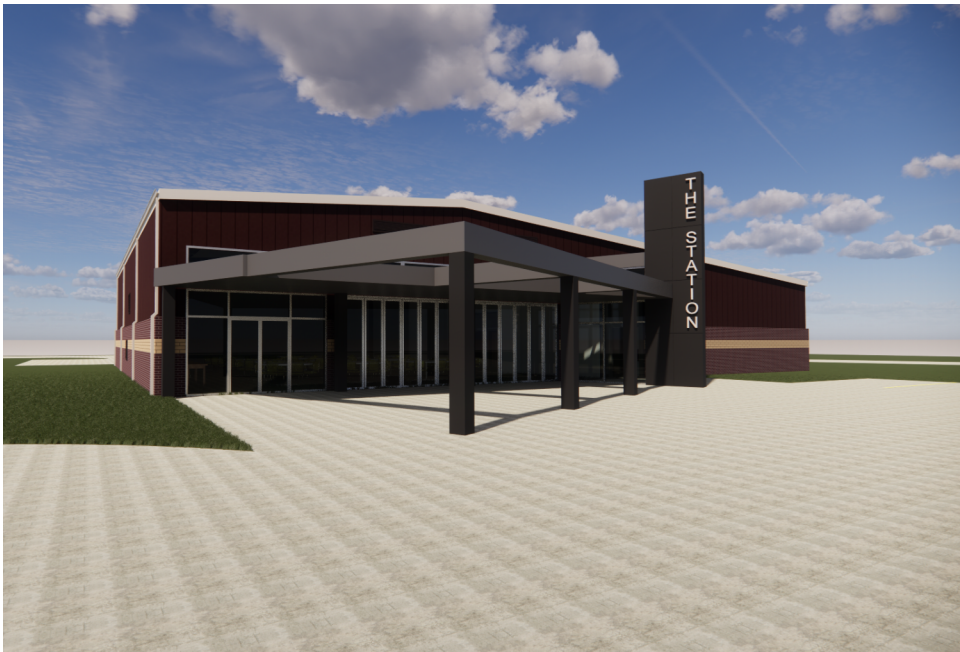
EXTERIOR - SOUTHWEST



EXTERIOR - SOUTH



EXTERIOR - EAST



EXTERIOR - SOUTHEAST

BONDURANT PARKS AND RECREATION
EVENTS CENTER

SCHEMATIC RENDERINGS

12-10-2024





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

Item No. 8.b.
For Meeting of 6/2/2025
Public Hearing

TITLE: Public hearing on the proposed Truman Drive NE Phase 1 Street Assessment

CONTACT PERSON:

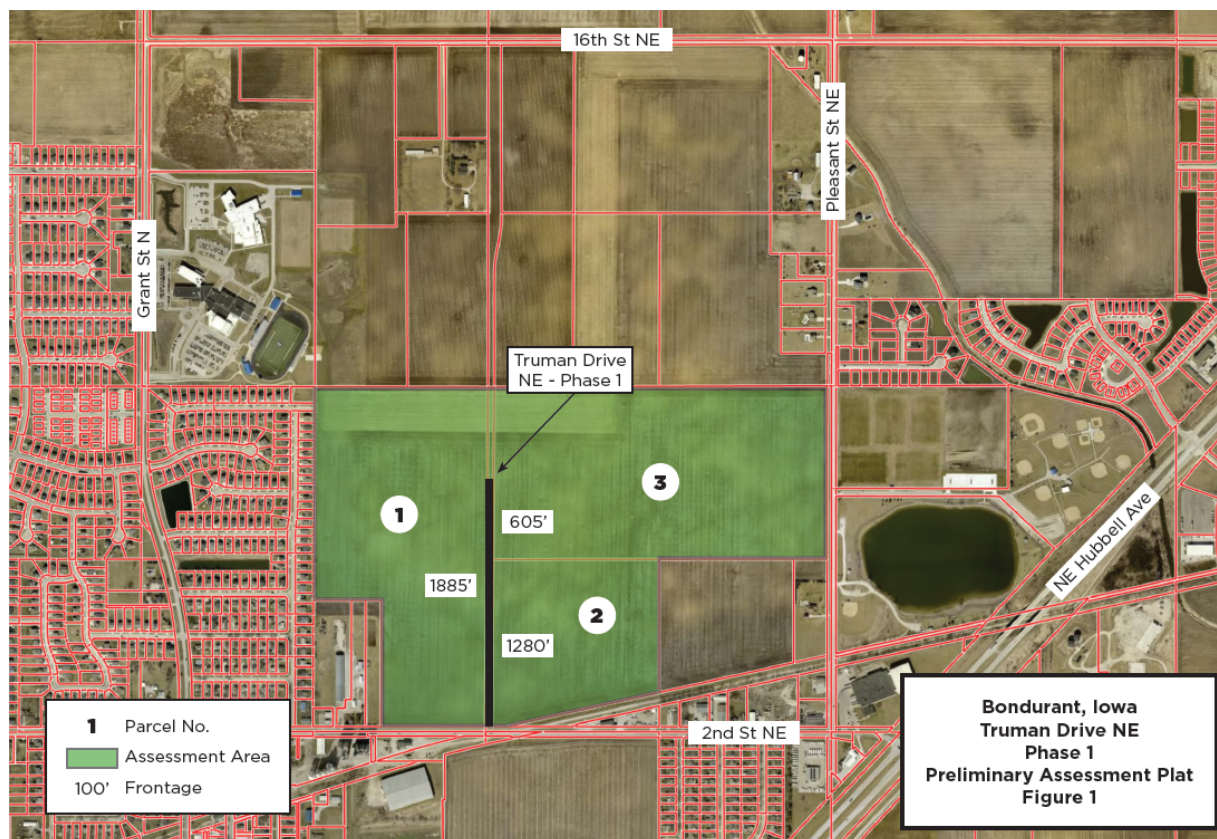
Maggie Murray, Planning & Community Development Director
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

This is the time and place for the public hearing regarding the Truman Drive NE - Phase 1 Street Assessment project. Also on this evening's City Council agenda is the following: Preliminary resolution of necessity for construction of Truman Drive NE - Phase 1 Street Improvements for the City of Bondurant.

This project is being initiated under the authority of Division IV of Chapter 384 of the Code of Iowa, which governs the process for making street improvements funded in part by special assessments levied on specially benefitted properties.

In March 2024, the City of Bondurant adopted its Major Streets Master Plan, which identifies Truman Drive NE as a future north/south collector corridor to support community-wide connectivity and long-term transportation demand. The full corridor is envisioned to extend from Highway 65 to at least 16th Street NE (NE 86th Avenue). This resolution pertains specifically to Phase 1, which begins at 2nd Street NE and extends approximately 1,885 feet northward. This critical segment will serve the upcoming Bondurant-Farrar elementary school, expected to open in Fall 2027, making timely construction essential.



Truman Drive NE – Phase 1 is designed as a new, 2-lane street with left turn lanes and a vegetated median between the left turn lanes. The street improvement project will include grading, drainage improvements, construction of the street, a 10'-wide trail on the west side and a 5'-wide sidewalk on the east side, and surface restoration. The resolution authorizes Veenstra & Kimm, Inc. to prepare the preliminary plans, specifications, and cost estimates, and tasks Greenwood Consulting, LLC with preparing the plat and schedule of special assessments for benefitted properties.

The City of Bondurant's cost-sharing methodology for the Truman Drive NE – Phase 1 project allocates costs based on the City's standard special assessment policy. The policy defines the special benefit to directly adjoining properties as equivalent to the cost of constructing one lane of a two-lane street, including grading, drainage, sidewalks, trail, and surface restoration. The third lane, which includes a median and left-turn lanes, is deemed a general benefit and is not assessed to adjoining property owners. Costs eligible for special assessment are split evenly between properties on each side of the street and allocated on a front footage basis, resulting in an estimated rate of \$500.44 per front foot. Shared construction and non-construction costs are prorated, with two-thirds allocated to assessable improvements and one-third to general benefit improvements.

A separate agreement with the Bondurant-Farrar Community School District covers their share of the project cost in lieu of a formal assessment, though their parcel is included in the assessment schedule for transparency

Adoption of this resolution affirms the City Council's intent to move forward with construction and initiates the formal assessment process. Following this action, the City will proceed with filing detailed preliminary engineering documents and a special assessment schedule, which will ultimately guide the apportionment of costs to the benefitted parcels. This step is necessary before holding a public hearing and adopting the final assessment schedule.

FUNDING SOURCE: Truman is funded with bonds repaid with GO, TIF, and Utility funds, as well as developer investment share contributions.

STAFF RECOMMENDATION: Hold public hearing

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

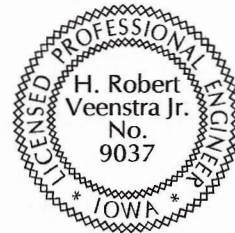
1. Truman Drive NE Phase 1 Prelim Special Assessment - Version 2

**PRELIMINARY
ASSESSMENT PLAT AND SCHEDULE
FOR
TRUMAN DRIVE NE – PHASE 1
BONDURANT, IOWA**



PRELIMINARY
ASSESSMENT PLAT AND SCHEDULE
FOR
TRUMAN DRIVE NE – PHASE 1
BONDURANT, IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



Signed

Date

A handwritten signature in blue ink, appearing to read "H. Robert Veenstra Jr.", written over a horizontal line.

A handwritten date "May 1, 2025" in blue ink, written over a horizontal line.

H. Robert Veenstra Jr., P.E.

Iowa License No. 9037

My license renewal date is December 31, 2026

Detailed Parts covered by this seal:
ALL

Prepared By
Greenwood Consulting LLC
Des Moines, Iowa

PRELIMINARY
ASSESSMENT PLAT AND SCHEDULE
FOR
TRUMAN DRIVE NE – PHASE 1
BONDURANT, IOWA

BENEFITTED AREA	1
DESCRIPTION OF IMPROVEMENTS	2
DETERMINATION OF BENEFIT	3
BASIS OF ASSESSMENT	5
SEPARATE WRITTEN AGREEMENT	6
AGRICULTURAL DEFERRAL	6
ESTIMATE OF COST	7
ASSESSMENT SCHEDULE	9
ASSESSMENT PLAT	10

**TRUMAN DRIVE NE – PHASE 1
BONDURANT, IOWA**

BENEFITTED AREA

The benefitted area for the Truman Drive – Phase 1 consists of three properties adjacent to and fronting the street project in the City of Bondurant, Polk County, Iowa, with said property being more particularly described as follows:

Except the west 440 feet of the south 1,003 feet, and except parcel with a 120-foot width and 1,003-foot depth lying east of and adjacent to Parcel A Book 6743 Page 162 – East 1/2, Southwest 1/4, less road, of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

and

Except the west 50 feet, and except that part lying south of the former railroad right-of-way – Southwest 1/4, Southeast 1/4, less road, Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

and

Except the west 50 feet – North 1/2, Southeast 1/4, less 1 acre road, Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

DESCRIPTION OF IMPROVEMENTS

The project consists of the construction of a new 2-lane street with left turn lanes and a vegetated median between the left turn lanes, referred to as Truman Drive NE, starting at 2nd Street NE and continuing north a distance of approximate 1,885 feet.

The street improvement project will include grading, drainage improvements, construction of the street, a 10-foot trail on the west side and a 5-foot sidewalk on the east side, and surface restoration.

DETERMINATION OF BENEFIT

The Bondurant City Council evaluated the project area for the street improvement project to determine the special benefit each of the three properties adjoining the project receive from the construction of the project. The City Council evaluated the general benefit to the City of Bondurant from the construction of Truman Drive NE.

The City of Bondurant has established a general practice and policy relative to the construction by the City of new streets. The policy is intended to provide a baseline for the evaluation of the special benefit received by each property and the general benefit to the City from the construction of the project. The City Council utilizes the general policy as the baseline for determining the special benefit received by each property. For each property the amount of the special assessment for that property would be the amount of benefit under the general policy of the City as reduced by the City Council determination the special benefit any property receives is less than the benefit that would be assigned to that property under the general policy.

The general policy of the City relative to street construction is the special benefit each adjoining property receives is the cost for one half of a two-lane street including associated improvements for drainage, grading, trails and sidewalks, and surface restoration. In the event the City constructs a street wider than two lanes all costs associated with a street wider than two lanes is automatically determined to be a general benefit and not a special benefit to each adjoining property.

Under the general policy the City recognizes the special benefit to the corridor of a new street project extends away from the immediate location of the street and properties that do not directly adjoin the street may receive a special benefit. In determining the special benefit a property may receive from a street improvement project the City Council will generally look at a corridor 1/4 mile wide on each side of the street. That width may be adjusted on a case-by-case basis depending on the location of existing and future streets.

Under the policy properties within 1/4 mile of a new street project that do not have direct access to the street and currently have alternate access are determined not to have a special benefit.

Properties within 1/4 mile that utilize the new street as their primary access would receive a special benefit and the special benefit will be determined on the basis of the City Council evaluation and determination of special benefit.

For the Truman Drive NE – Phase 1 project a total of four properties are within 1/4 mile of the new street. Three of the four parcels directly adjoin and would receive direct benefit from the new street. One parcel was determined to be remote and has a current alternate access and does not receive a special benefit.

In the instance of the Truman Drive NE – Phase 1 project each of the three parcels determined to have a special benefit have direct frontage to the street. As a result no adjustment of special benefit was necessary due to the geographic location of the parcel in relationship to the new street.

For each of the three parcels that were determined to receive a special benefit the City Council determined the general policy of evaluating special benefit and general benefit would be applicable and there are no special circumstances that would require a reduction of the special benefit. Under the City policy the costs associated with one lane of the three-lane street would be allocated as the special benefit to the properties on each side of the new street.

The City Council recognizes the subjectivity in allocating the special and general benefits. Based on its deliberation, the City Council believes it has reasonably and fairly assigned the special benefit received by individual property owners abutting the project and the general benefit received by the community from the construction of the street improvements.

BASIS OF ASSESSMENT

The City of Bondurant has determined the Truman Drive NE – Phase 1 project would be subject to special assessment. The City of Bondurant determined the project costs subject to special assessment would be the cost of two lanes of street construction including all associated including grading, drainage improvements, sidewalk and trail construction, and surface restoration.

The costs associated with the third lane of construction of the three lane Truman Drive NE – Phase 1 project were determined to be general benefit and would not be specially assessed to adjoining property owners.

The City Council determined shared costs, such as drainage improvements, would be prorated. The City determined non-construction costs would be prorated in a similar manner. Under the prorating methodology two-thirds of the cost would be allocated to the improvements subject to special assessment and one-third of the cost would be allocated to the improvements deemed to be a general benefit and not subject to the special assessment.

The benefitted area includes properties that adjoin Truman Drive NE on both sides of the street. To allocate the special benefit the cost subject to special assessment is allocated equally between the properties on each side of the street. Using this methodology, and the estimated project cost, the preliminary assessment rate for the properties adjoining Truman Drive NE and subject to special assessment as receiving a special benefit would be at the rate of \$457.143 per foot.

No exclusion or adjustment is made from the general rate.

SEPARATE WRITTEN AGREEMENT

The City of Bondurant has entered into a separate written agreement with the Bondurant-Farrar Community School District relative to the special assessment for Truman Drive NE and other related issues. Under the written agreement the Bondurant-Farrar Community School District separately agreed to pay an amount equal to the special assessment for the project. Because there is a separate written agreement the preliminary assessment plat and schedule shows the amount that would be assessed to the Bondurant-Farrar Community School District absent the written agreement. With the written agreement the preliminary assessment is shown as \$0 as the Bondurant-Farrar Community School District will separately pay the amount equal to the final special assessment.

PRELIMINARY COST

The preliminary estimate of cost for construction of the Truman Drive NE – Phase 1 project including the total construction and non-construction costs is:

	Total Cost
Construction Cost	\$2,313,300
Contingency	\$231,700
Engineering, Legal, Administrative	\$285,000
TOTAL	\$2,830,000

The total cost for the construction of the project is allocated between the special benefit that would be assessed to adjoining properties and the general benefit cost that would not be subject to special assessment.

The estimated cost of the project allocated between the assessable special benefit and the general benefit is:

	Total Cost	Assessable Cost	Non-Assessable Cost
Construction Cost including Contingency	\$2,545,000	\$1,696,666	\$848,334
Engineering, Legal, Administrative Cost	\$285,000	\$190,000	\$95,000
TOTAL	\$2,830,000	\$1,886,666	\$943,334

Because all properties subject to special assessment adjoin, and abut, Truman Drive NE the City determined the preferable method of allocating the special assessment would be on the front foot basis. The City's determination is not an indication all street projects would be subject to assessment on the basis of front footage. Rather, for the Truman Drive NE project the City determined an area based and a frontage-based assessment methodologies would result in the same level of assessment to each of the three properties subject to special assessment. Therefore, the City determined the frontage foot method would be the preferred method.

The estimated cost subject to special assessment is first allocated to each side of the street and then converted to a front foot basis. In this instance, with identical front footage and identical costs allocated to each side of the street, the frontage foot assessment rate is identical for each side of Truman Drive NE.

The frontage adjoining Truman Drive NE on each side of the street is 1,885 feet. The total frontage is 3,770.

Using the methodology established by the City the frontage foot assessment rate based on the estimated cost for the project:

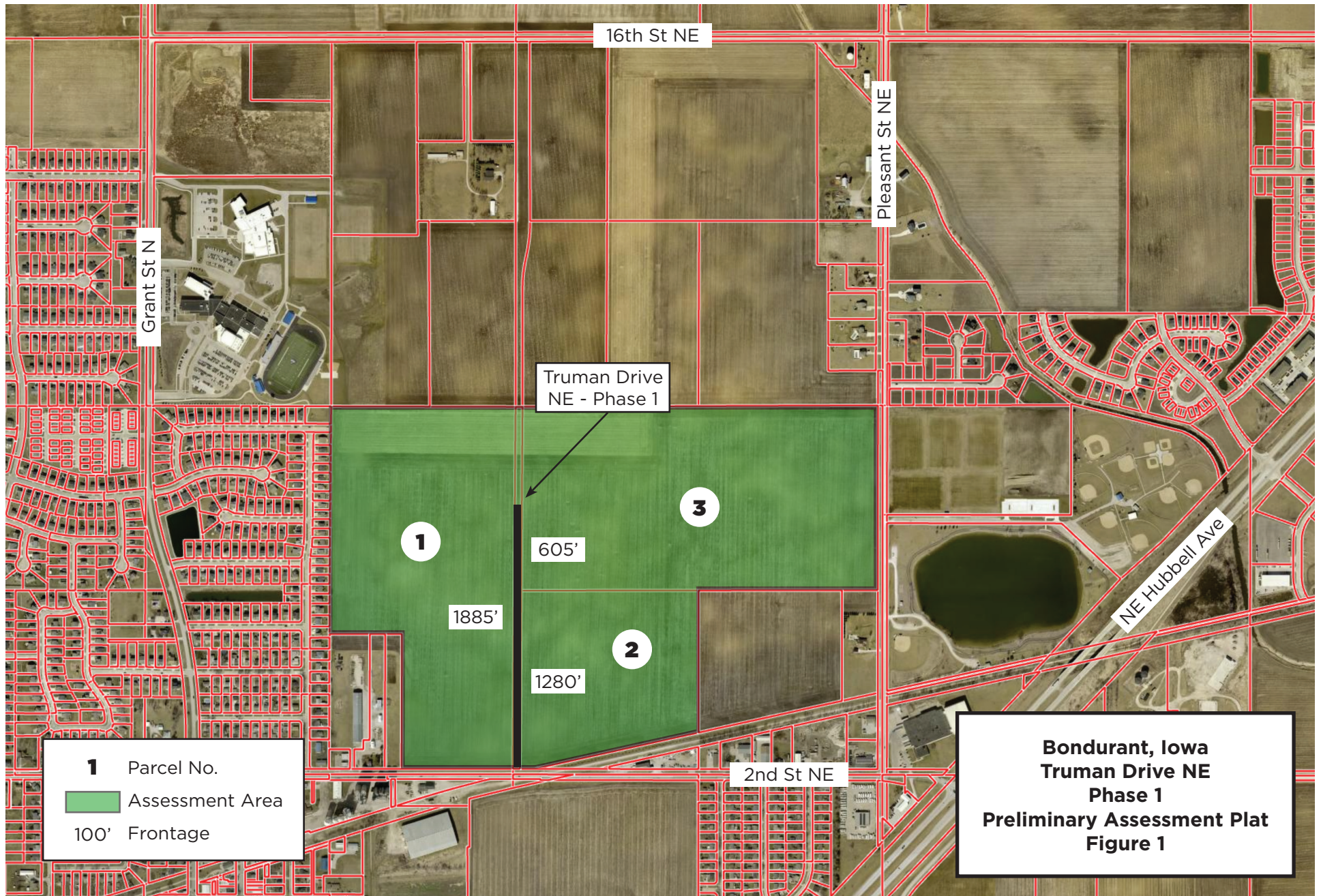
Total Assessable Cost	\$1,886,666
Frontage (Ft)	3,770
Assessment Rate (\$/Ft)	\$500.4421

The total cost for the project and a summary for the amount to be assessed is as follows:

Description	Assessed Cost	Non-Assessed Cost	Total
Truman Drive NE – Phase 1	\$1,886,666	\$943,334	\$2,830,000

Of the total project cost, the assessed cost translates to 66.67%. The assessment of the project cost to individual parcels ranges from 10.70% of the total project cost to 33.33% of the total project cost.

			PRELIMINARY ASSESSMENT SCHEDULE								
			FOR			\$509.91	\$1,886,666.67				
			TRUMAN DRIVE NE - PHASE 1				\$500.4421				
			BONDURANT, IOWA								
						\$500.442		Tentative	Agreement		\$2,830,000
Parcel				Council's		Trial		Preliminary	For	Preliminary	Percentage of
No.	Parcel Number	Owner	Property Description	Valuation	Frontage (feet)	Assessment	Deficiency	Assessment	Payment	Assessment	Total Project
1	231/00025-001-012	Bondurant-Farrar Community School District 300 Garfield Street SW Bondurant, IA 50035-9221	Ex W 440F of S 1003F & Ex 120F Width & 1003F Deep Lying E and Adjacent to Parcel A Book 6743 Page 162 - E 1/2 SW 1/4, Less Road, Sec 30-80-22.	\$3,775,000	1885	\$943,333.00	\$0.00	\$943,333.00	Yes	\$0.00	33.33%
2	231/52230-451-004	JT Real Estate Trust PO Box 361 Bondurant, IA 50035-0361	Ex W 50F & Ex Part Lying S of RR - SW 1/4 SE 1/4, Less Road, Sec 30-80-22.	\$2,575,000	1280	\$640,566.00	\$0.00	\$640,566.00	No	\$640,566.00	22.63%
3	231/52230-401-003	JT Real Estate Trust PO Box 361 Bondurant, IA 50035-0361	Ex W 50F - N 1/2 SE 1/4, Less 1 A Road, Sec 30-80-22.	\$1,200,000	605	\$302,767.00	\$0.00	\$302,767.00	No	\$302,767.00	10.70%
Total						\$1,886,666.00	\$0.00	\$1,886,666.00		\$943,333.00	66.67%





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

Item No. 9.a.
For Meeting of 6/2/2025
Resolution

TITLE: - Resolution of Preliminary resolution of necessity for construction of Truman Drive NE – Phase 1 Street Improvements for the City of Bondurant

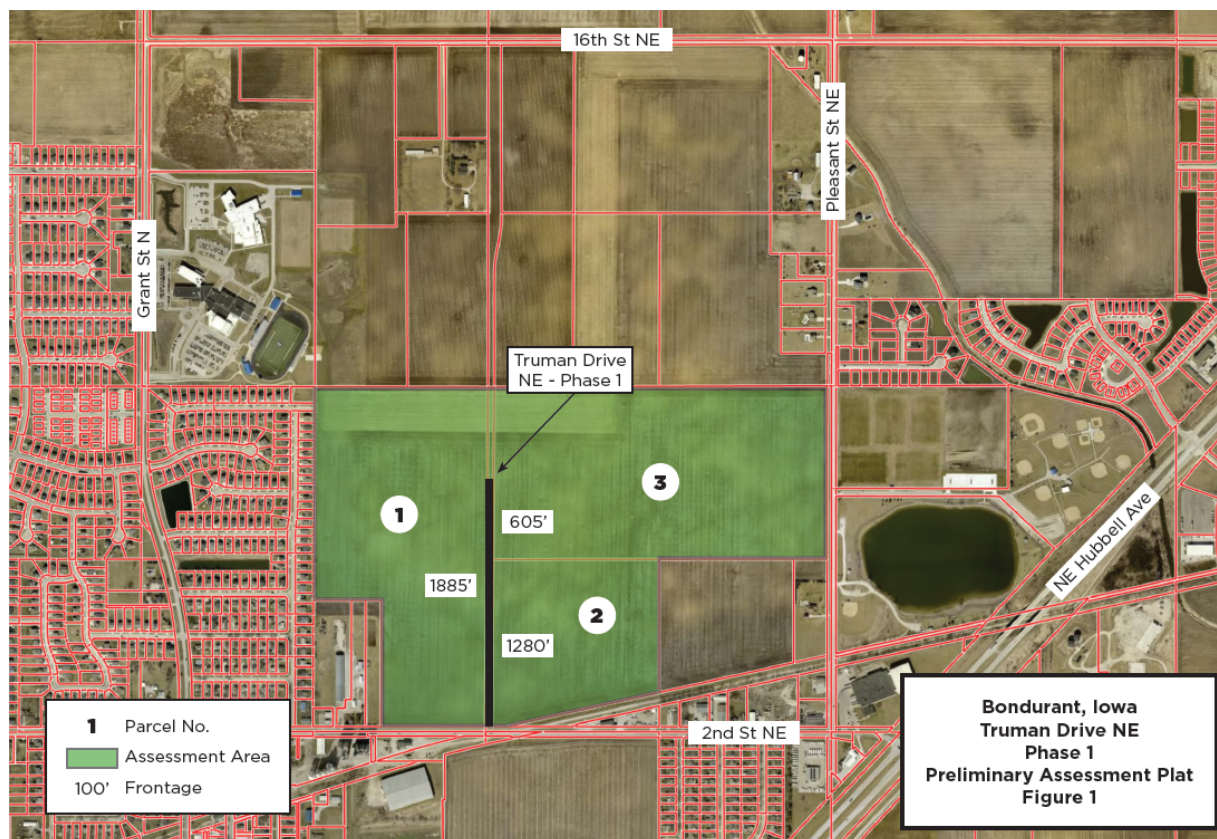
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The attached resolution declares the necessity for constructing Truman Drive NE – Phase 1 street improvements, marking a significant step forward in advancing the City of Bondurant’s long-range infrastructure goals. This project is being initiated under the authority of Division IV of Chapter 384 of the Code of Iowa, which governs the process for making street improvements funded in part by special assessments levied on specially benefitted properties.

In March 2024, the City of Bondurant adopted its Major Streets Master Plan, which identifies Truman Drive NE as a future north/south collector corridor to support community-wide connectivity and long-term transportation demand. The full corridor is envisioned to extend from Highway 65 to at least 16th Street NE (NE 86th Avenue). This resolution pertains specifically to Phase 1, which begins at 2nd Street NE and extends approximately 1,885 feet northward. This critical segment will serve the upcoming Bondurant-Farrar elementary school, expected to open in Fall 2027, making timely construction essential.



Truman Drive NE – Phase 1 is designed as a new, 2-lane street with left turn lanes and a vegetated median between the left turn lanes. The street improvement project will include grading, drainage improvements, construction of the street, a 10'-wide trail on the west side and a 5'-wide sidewalk on the east side, and surface restoration. The resolution authorizes Veenstra & Kimm, Inc. to prepare the preliminary plans, specifications, and cost estimates, and tasks Greenwood Consulting, LLC with preparing the plat and schedule of special assessments for benefitted properties.

The City of Bondurant's cost-sharing methodology for the Truman Drive NE – Phase 1 project allocates costs based on the City's standard special assessment policy. The policy defines the special benefit to directly adjoining properties as equivalent to the cost of constructing one lane of a two-lane street, including grading, drainage, sidewalks, trail, and surface restoration. The third lane, which includes a median and left-turn lanes, is deemed a general benefit and is not assessed to adjoining property owners. Costs eligible for special assessment are split evenly between properties on each side of the street and allocated on a front footage basis, resulting in an estimated rate of \$500.44 per front foot. Shared construction and non-construction costs are prorated, with two-thirds allocated to assessable improvements and one-third to general benefit improvements.

A separate agreement with the Bondurant-Farrar Community School District covers their share of the project cost in lieu of a formal assessment, though their parcel is included in the assessment schedule for transparency

Adoption of this resolution affirms the City Council's intent to move forward with construction and initiates the formal assessment process. Following this action, the City will proceed with filing detailed preliminary engineering documents and a special assessment schedule, which will ultimately guide the apportionment of costs to the benefitted parcels. This step is necessary before holding a public hearing and adopting the final assessment schedule.

FUNDING SOURCE: Truman is funded with bonds repaid with GO, TIF, and Utility funds, as well as developer investment share contributions.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-174
2. Truman Drive NE Phase 1 Prelim Special Assessment - Version 2

CITY OF BONDURANT
RESOLUTION NO. 250602-250602-174

PRELIMINARY RESOLUTION OF NECESSITY FOR CONSTRUCTION OF TRUMAN
DRIVE NE – PHASE 1 STREET IMPROVEMENTS, THE CITY OF BONDURANT,
IOWA

WHEREAS this Council after a study of the requirements, is of the opinion that it is necessary and desirable that the Truman Drive NE – Phase 1 street improvement project be constructed within the City of Bondurant, Iowa as here and after described; AND

WHEREAS it is proposed said project be constructed as a single improvement under the authority granted by Division IV of Chapter 384 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the City construct the Truman Drive NE – Phase 1 project consisting of the construction of a new 2-lane urban section Portland Cement Concrete street with a median and left turn lanes, 10-foot trail and 5-foot sidewalk with associated improvements, including storm sewer; AND

BE IT FURTHER RESOLVED that the beginning and terminal points for said improvements shall be as follows:

Beginning at the north right-of-way line of 2nd Street NE and extended north a distance of 1885 feet the north terminus of the Truman Drive NE -Phase 1 project; AND

BE IT FURTHER RESOLVED the City has authorized the professional engineering firm of Veenstra & Kimm, Inc. to prepare the plans, specifications, and estimate of cost for said project; AND

BE IT FURTHER RESOLVED Veenstra & Kimm, Inc. is hereby ordered to prepare and file with the City Clerk preliminary plans and specifications and estimate of the total cost of the work; AND

BE IT FURTHER RESOLVED that the City has authorized Greenwood Consulting, LLC to prepare plats and schedules and Greenwood Consulting, LLC is hereby ordered to prepare and file with the Clerk plat and schedule of special assessments against benefitted properties; AND

BE IT FURTHER RESOLVED that this Council hereby determines that all property within the area here and after described will be specially benefitted by said improvements, to wit:

Except the west 440 feet of the south 1,003 feet, and except parcel with a 120-foot width and 1,003-foot depth lying east of and adjacent to Parcel A Book 6743 Page 162 – East 1/2, Southwest 1/4, less road, of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

and

Except the west 50 feet, and except that part lying south of the former railroad right-of-way – Southwest 1/4, Southeast 1/4, less road, Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

and

Except the west 50 feet – North 1/2, Southeast 1/4, less 1 acre road, Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

BE IT FURTHER RESOLVED that said improvements shall be designated as Truman Drive NE – Phase 1 and said name shall be sufficient designation to refer to said improvement in all subsequent proceedings.

Passed and approved by the City Council of the City of Bondurant, Iowa this 2nd day of May 2025.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

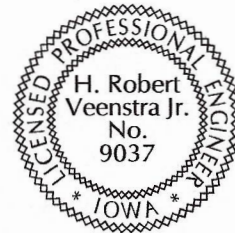
Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

**PRELIMINARY
ASSESSMENT PLAT AND SCHEDULE
FOR
TRUMAN DRIVE NE – PHASE 1
BONDURANT, IOWA**



PRELIMINARY
ASSESSMENT PLAT AND SCHEDULE
FOR
TRUMAN DRIVE NE – PHASE 1
BONDURANT, IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.



Signed

Date

A handwritten signature in blue ink, appearing to read "H. Robert Veenstra Jr.", written over a horizontal line.

A handwritten date "May 1, 2025" in blue ink, written over a horizontal line.

H. Robert Veenstra Jr., P.E.

Iowa License No. 9037

My license renewal date is December 31, 2026

Detailed Parts covered by this seal:
ALL

Prepared By
Greenwood Consulting LLC
Des Moines, Iowa

PRELIMINARY
ASSESSMENT PLAT AND SCHEDULE
FOR
TRUMAN DRIVE NE – PHASE 1
BONDURANT, IOWA

BENEFITTED AREA	1
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**TRUMAN DRIVE NE – PHASE 1
BONDURANT, IOWA**

BENEFITTED AREA

The benefitted area for the Truman Drive – Phase 1 consists of three properties adjacent to and fronting the street project in the City of Bondurant, Polk County, Iowa, with said property being more particularly described as follows:

Except the west 440 feet of the south 1,003 feet, and except parcel with a 120-foot width and 1,003-foot depth lying east of and adjacent to Parcel A Book 6743 Page 162 – East 1/2, Southwest 1/4, less road, of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

and

Except the west 50 feet, and except that part lying south of the former railroad right-of-way – Southwest 1/4, Southeast 1/4, less road, Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

and

Except the west 50 feet – North 1/2, Southeast 1/4, less 1 acre road, Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian.

DESCRIPTION OF IMPROVEMENTS

The project consists of the construction of a new 2-lane street with left turn lanes and a vegetated median between the left turn lanes, referred to as Truman Drive NE, starting at 2nd Street NE and continuing north a distance of approximate 1,885 feet.

The street improvement project will include grading, drainage improvements, construction of the street, a 10-foot trail on the west side and a 5-foot sidewalk on the east side, and surface restoration.

DETERMINATION OF BENEFIT

The Bondurant City Council evaluated the project area for the street improvement project to determine the special benefit each of the three properties adjoining the project receive from the construction of the project. The City Council evaluated the general benefit to the City of Bondurant from the construction of Truman Drive NE.

The City of Bondurant has established a general practice and policy relative to the construction by the City of new streets. The policy is intended to provide a baseline for the evaluation of the special benefit received by each property and the general benefit to the City from the construction of the project. The City Council utilizes the general policy as the baseline for determining the special benefit received by each property. For each property the amount of the special assessment for that property would be the amount of benefit under the general policy of the City as reduced by the City Council determination the special benefit any property receives is less than the benefit that would be assigned to that property under the general policy.

The general policy of the City relative to street construction is the special benefit each adjoining property receives is the cost for one half of a two-lane street including associated improvements for drainage, grading, trails and sidewalks, and surface restoration. In the event the City constructs a street wider than two lanes all costs associated with a street wider than two lanes is automatically determined to be a general benefit and not a special benefit to each adjoining property.

Under the general policy the City recognizes the special benefit to the corridor of a new street project extends away from the immediate location of the street and properties that do not directly adjoin the street may receive a special benefit. In determining the special benefit a property may receive from a street improvement project the City Council will generally look at a corridor 1/4 mile wide on each side of the street. That width may be adjusted on a case-by-case basis depending on the location of existing and future streets.

Under the policy properties within 1/4 mile of a new street project that do not have direct access to the street and currently have alternate access are determined not to have a special benefit.

Properties within 1/4 mile that utilize the new street as their primary access would receive a special benefit and the special benefit will be determined on the basis of the City Council evaluation and determination of special benefit.

For the Truman Drive NE – Phase 1 project a total of four properties are within 1/4 mile of the new street. Three of the four parcels directly adjoin and would receive direct benefit from the new street. One parcel was determined to be remote and has a current alternate access and does not receive a special benefit.

In the instance of the Truman Drive NE – Phase 1 project each of the three parcels determined to have a special benefit have direct frontage to the street. As a result no adjustment of special benefit was necessary due to the geographic location of the parcel in relationship to the new street.

For each of the three parcels that were determined to receive a special benefit the City Council determined the general policy of evaluating special benefit and general benefit would be applicable and there are no special circumstances that would require a reduction of the special benefit. Under the City policy the costs associated with one lane of the three-lane street would be allocated as the special benefit to the properties on each side of the new street.

The City Council recognizes the subjectivity in allocating the special and general benefits. Based on its deliberation, the City Council believes it has reasonably and fairly assigned the special benefit received by individual property owners abutting the project and the general benefit received by the community from the construction of the street improvements.

BASIS OF ASSESSMENT

The City of Bondurant has determined the Truman Drive NE – Phase 1 project would be subject to special assessment. The City of Bondurant determined the project costs subject to special assessment would be the cost of two lanes of street construction including all associated including grading, drainage improvements, sidewalk and trail construction, and surface restoration.

The costs associated with the third lane of construction of the three lane Truman Drive NE – Phase 1 project were determined to be general benefit and would not be specially assessed to adjoining property owners.

The City Council determined shared costs, such as drainage improvements, would be prorated. The City determined non-construction costs would be prorated in a similar manner. Under the prorating methodology two-thirds of the cost would be allocated to the improvements subject to special assessment and one-third of the cost would be allocated to the improvements deemed to be a general benefit and not subject to the special assessment.

The benefitted area includes properties that adjoin Truman Drive NE on both sides of the street. To allocate the special benefit the cost subject to special assessment is allocated equally between the properties on each side of the street. Using this methodology, and the estimated project cost, the preliminary assessment rate for the properties adjoining Truman Drive NE and subject to special assessment as receiving a special benefit would be at the rate of \$457.143 per foot.

No exclusion or adjustment is made from the general rate.

SEPARATE WRITTEN AGREEMENT

The City of Bondurant has entered into a separate written agreement with the Bondurant-Farrar Community School District relative to the special assessment for Truman Drive NE and other related issues. Under the written agreement the Bondurant-Farrar Community School District separately agreed to pay an amount equal to the special assessment for the project. Because there is a separate written agreement the preliminary assessment plat and schedule shows the amount that would be assessed to the Bondurant-Farrar Community School District absent the written agreement. With the written agreement the preliminary assessment is shown as \$0 as the Bondurant-Farrar Community School District will separately pay the amount equal to the final special assessment.

PRELIMINARY COST

The preliminary estimate of cost for construction of the Truman Drive NE – Phase 1 project including the total construction and non-construction costs is:

	Total Cost
Construction Cost	\$2,313,300
Contingency	\$231,700
Engineering, Legal, Administrative	\$285,000
TOTAL	\$2,830,000

The total cost for the construction of the project is allocated between the special benefit that would be assessed to adjoining properties and the general benefit cost that would not be subject to special assessment.

The estimated cost of the project allocated between the assessable special benefit and the general benefit is:

	Total Cost	Assessable Cost	Non-Assessable Cost
Construction Cost including Contingency	\$2,545,000	\$1,696,666	\$848,334
Engineering, Legal, Administrative Cost	\$285,000	\$190,000	\$95,000
TOTAL	\$2,830,000	\$1,886,666	\$943,334

Because all properties subject to special assessment adjoin, and abut, Truman Drive NE the City determined the preferable method of allocating the special assessment would be on the front foot basis. The City's determination is not an indication all street projects would be subject to assessment on the basis of front footage. Rather, for the Truman Drive NE project the City determined an area based and a frontage-based assessment methodologies would result in the same level of assessment to each of the three properties subject to special assessment. Therefore, the City determined the frontage foot method would be the preferred method.

The estimated cost subject to special assessment is first allocated to each side of the street and then converted to a front foot basis. In this instance, with identical front footage and identical costs allocated to each side of the street, the frontage foot assessment rate is identical for each side of Truman Drive NE.

The frontage adjoining Truman Drive NE on each side of the street is 1,885 feet. The total frontage is 3,770.

Using the methodology established by the City the frontage foot assessment rate based on the estimated cost for the project:

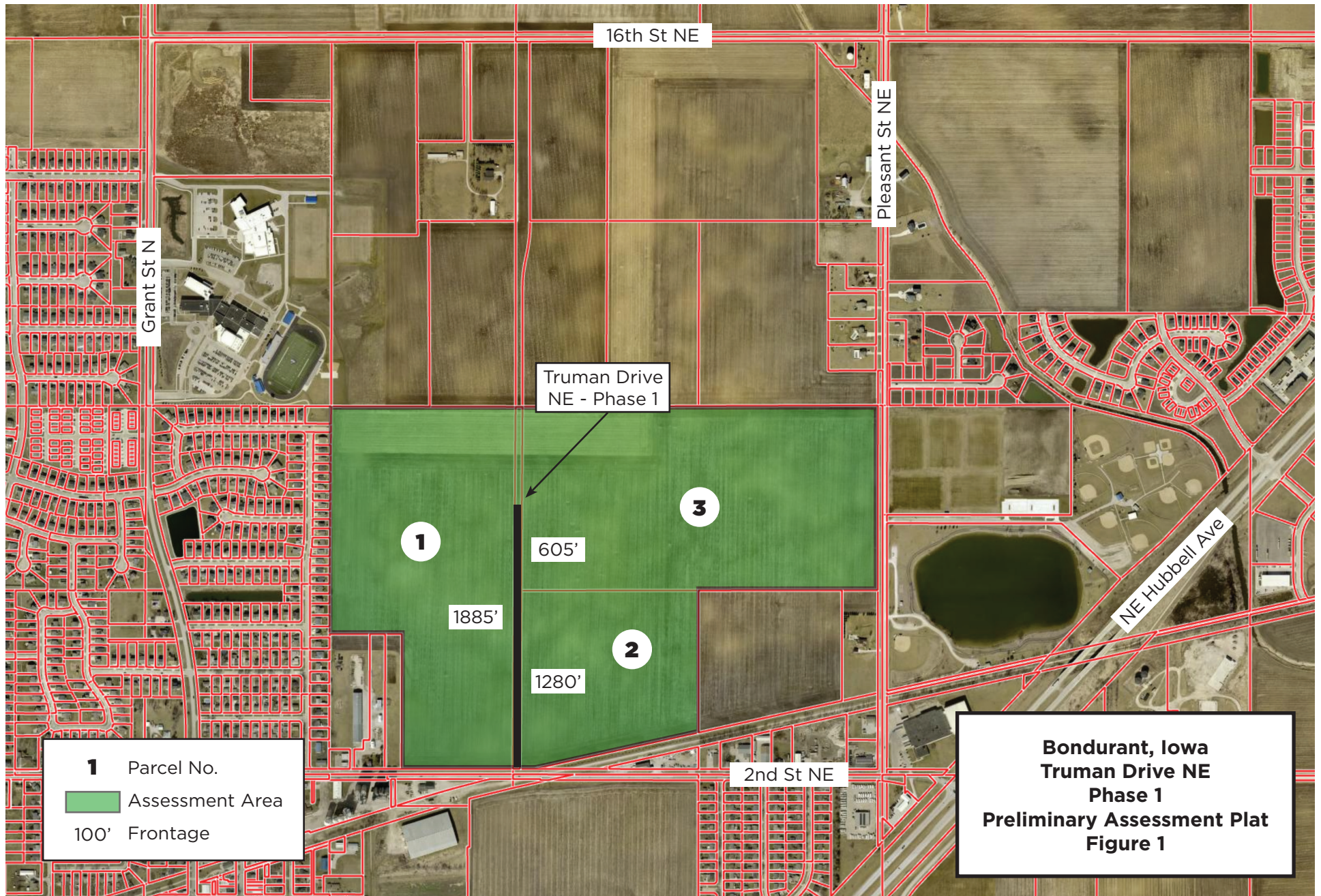
Total Assessable Cost	\$1,886,666
Frontage (Ft)	3,770
Assessment Rate (\$/Ft)	\$500.4421

The total cost for the project and a summary for the amount to be assessed is as follows:

Description	Assessed Cost	Non-Assessed Cost	Total
Truman Drive NE – Phase 1	\$1,886,666	\$943,334	\$2,830,000

Of the total project cost, the assessed cost translates to 66.67%. The assessment of the project cost to individual parcels ranges from 10.70% of the total project cost to 33.33% of the total project cost.

			PRELIMINARY ASSESSMENT SCHEDULE								
			FOR			\$509.91	\$1,886,666.67				
			TRUMAN DRIVE NE - PHASE 1				\$500.4421				
			BONDURANT, IOWA								
						\$500.442		Tentative	Agreement		\$2,830,000
Parcel				Council's		Trial		Preliminary	For	Preliminary	Percentage of
No.	Parcel Number	Owner	Property Description	Valuation	Frontage (feet)	Assessment	Deficiency	Assessment	Payment	Assessment	Total Project
1	231/00025-001-012	Bondurant-Farrar Community School District 300 Garfield Street SW Bondurant, IA 50035-9221	Ex W 440F of S 1003F & Ex 120F Width & 1003F Deep Lying E and Adjacent to Parcel A Book 6743 Page 162 - E 1/2 SW 1/4, Less Road, Sec 30-80-22.	\$3,775,000	1885	\$943,333.00	\$0.00	\$943,333.00	Yes	\$0.00	33.33%
2	231/52230-451-004	JT Real Estate Trust PO Box 361 Bondurant, IA 50035-0361	Ex W 50F & Ex Part Lying S of RR - SW 1/4 SE 1/4, Less Road, Sec 30-80-22.	\$2,575,000	1280	\$640,566.00	\$0.00	\$640,566.00	No	\$640,566.00	22.63%
3	231/52230-401-003	JT Real Estate Trust PO Box 361 Bondurant, IA 50035-0361	Ex W 50F - N 1/2 SE 1/4, Less 1 A Road, Sec 30-80-22.	\$1,200,000	605	\$302,767.00	\$0.00	\$302,767.00	No	\$302,767.00	10.70%
Total						\$1,886,666.00	\$0.00	\$1,886,666.00		\$943,333.00	66.67%





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

Item No. 9.b.
For Meeting of 6/2/2025
Resolution

TITLE: - Discussion and possible consideration of Resolution approving updates to the Shelter Reservation Fee Structure

CONTACT PERSON:

Katie Klus, Communication & Events Coordinator

BRIEF HISTORY & ANALYSIS:

Staff recommend an update to the shelter reservation system from a two-hour block model to a more flexible half-day and full-day structure. Under the previous system, shelters could be reserved in two-hour increments across six time slots throughout the day, with fees of \$25 for residents or \$35 for non-residents per block, capped at \$100 per day.

In practice, renters often stayed beyond their scheduled time and did not always have the area fully cleaned up before the next group arrived. This created challenges for Public Works staff tasked with preparing shelters between reservations. The new structure will make scheduling and maintenance significantly easier by providing more buffer time, reducing overlap, and ensuring shelters are clean, ready, and in good condition for every reservation.

While the rental format is changing, fees remain comparable—and in some cases, the new model may even be more cost-effective for those who previously needed multiple time blocks. The updated structure also aligns with how most people are already using the shelters and reflects practices common in other metro-area communities.

The Parks and Recreation Board is supportive of these changes.

FUNDING SOURCE: This is a Parks revenue source.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250602-175
2. Shelter Reservation Fee Structure

CITY OF BONDURANT
RESOLUTION NO. 250602-175

RESOLUTION APPROVING UPDATES TO THE SHELTER RESERVATION FEE
STRUCTURE

WHEREAS the City of Bondurant currently offers park shelter rentals to the public through a time-block based reservation system; AND

WHEREAS the existing structure allows shelters to be reserved in two-hour increments across six daily time slots, with rental fees of \$25 for residents and \$35 for non-residents per block, capped at \$100 per day; AND

WHEREAS in practice, this model has resulted in renters occasionally exceeding their reserved time and not fully cleaning up the shelter before the next scheduled group, causing operational challenges for Public Works staff responsible for timely cleaning and maintenance between reservations; AND

WHEREAS staff recommend transitioning to a more flexible reservation format that includes half-day and full-day options, eliminating two-hour blocks and thereby simplifying scheduling, increasing buffer times between uses, and improving the quality and readiness of shelters for subsequent renters; AND

WHEREAS under the updated structure, fees will be as follows:

Resident: Half Day (7:00 AM – 2:00 PM or 3:00 PM – 10:00 PM): \$50; Full Day (7:00 AM – 10:00 PM): \$100

Non-Resident: Half Day (7:00 AM – 2:00 PM or 3:00 PM – 10:00 PM): \$75; Full Day (7:00 AM – 10:00 PM): \$125 AND

WHEREAS this revised structure better aligns with how shelters are typically being used, improves operational efficiency, and reflects standard practices in other metro-area communities; AND

WHEREAS the City Council of Bondurant finds it in the public interest to implement the revised shelter reservation structure and associated fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA: That the updated Shelter Reservation Fee Structure is hereby approved, and City staff are authorized to implement the new system effective immediately. The Mayor and City Administrator are further authorized to take all actions necessary to carry out this update.

Passed this 2nd day of June 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Shelter Reservation Information

Fee Structure

Resident

Half Day (7am-2pm/3pm-10pm): \$50

Full Day (7am-10pm): \$100

Non - Resident

Half Day (7am-2pm/3pm-10pm): \$75

Full Day (7am-10pm): \$125



Bondurant
Life Connecting

If you need assistance after normal business hours, please contact Polk County Sheriff's Office Non-Emergency at 515-286-3333. During normal business hours, please call 515-967-2418.



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

Item No. 9.c.
For Meeting of 6/2/2025
Ordinance

TITLE: - (First Reading) Ordinance to consider rezoning from the General Commercial (C-2) District to the Central Business (C-4) District, on the property located at 101 Grant Street, North

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: Earlier on the agenda a public hearing on the rezoning of 101 Grant Street North for June 2, 2025, was held.

The City is requesting to rezone 101 Grant Street North. The rezoning request proposes to change the zoning from C-2 General Commercial to C-4 Central Business. This property is currently owned by the City of Bondurant and is used by the Bondurant Fire Department. The City is currently constructing a new emergency services facility in the Civic Campus. The Station, will be repurposed for Parks and Recreation use as well as be available for use for community and private citizen events. The request area is highlighted below. The Planning & Zoning Commission voted 5-0, with two members absent, to recommend approval of the rezoning request at their May 8, 2025 meeting.

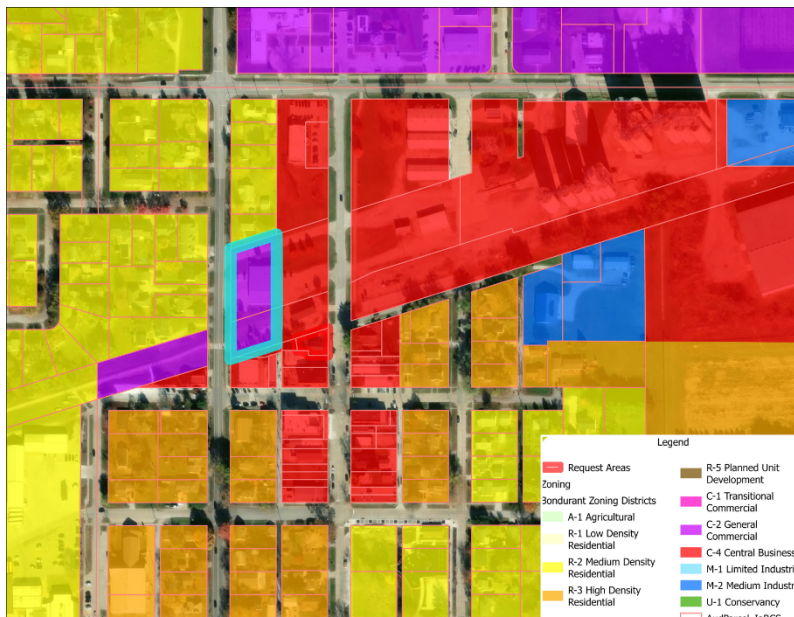


When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and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

Comprehensive Plan/Future Land Use Map – the property is currently designated for Downtown Mixed Use and Parks/Recreation. There is existing residential use to the west of the subject property. The Future Land Use Map calls for Downtown Mixed Use to the north, south and east of the subject property. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – The parcels in question currently have split zoning where the eastern 1/2 is zoned as being within the Central Business (C-4) District while the western 1/2 is zoned as being within the General Commercial (C-2) District. The City is initiating this rezoning so the development area has one consistent zoning district. The current property is used for emergency services. There is existing single-family residential area located to the west of the subject property. The property in question is outlined below on the City’s existing Zoning Map.



Parkland Dedication –There are no parkland dedication requirements for this property.

Streets – The property is accessible from Grant Street North and Main Street NE.

Pedestrian Connections –The property is adjacent to the Depot and the Chichaqua Valley Trail.

Utilities – All utilities are existing on site.

FEMA Floodplain – this property is not located within the FEMA Floodplain area.

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

Comments from City Officials and Utilities - None

FUNDING SOURCE: NA for the rezoning

STAFF RECOMMENDATION: Approve first ordinance reading on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250602-216

CITY OF BONDURANT
ORDINANCE NO. 250602-216

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR REZONING FROM THE
GENERAL COMMERCIAL (C-2) DISTRICT TO THE CENTRAL BUSINESS (C-4) DISTRICT
ON PROPERTY OWNED BY THE CITY OF BONDURANT AS DESCRIBED IN THIS
ORDINANCE

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

Section 1. **PURPOSE.** The purpose of this ordinance is to change the zoning from the General Commercial (C-2) District to the Central Business (C-4) District on land located in Bondurant, Polk County, Iowa, described as follows:

PARCEL K IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., IN THE TOWN OF BONDURANT, POLK COUNTY, IOWA, AS DESCRIBED ON PLAT OF SURVEY RECORDED AUGUST 28, 2012 IN BOOK 14412 AT PAGE 914,

COMMENCING AT THE NORTHWEST CORNER OF SECTION THIRTY-ONE (31), TOWNSHIP EIGHTY (80) NORTH, RANGE TWENTY-TWO (22) WEST OF THE 5TH P.M., IN POLK COUNTY, IOWA; THENCE NORTH 90°00' EAST, ALONG THE NORTH LINE OF SAID SECTION 31, 347 FEET; THENCE SOUTH 0°39' WEST 470.2 FEET; THENCE NORTH 73°11' EAST 34.6 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EAST LINE OF GRANT STREET; THENCE CONTINUING NORTH 73°11' EAST 294.90 FEET TO THE WEST LINE OF MAIN STREET; THENCE SOUTH 0°39' WEST ALONG THE WEST LINE OF MAIN STREET 209.66 FEET TO A POINT ON THE NORTH LINE OF THE CHICAGO GREAT WESTERN RAILROAD RIGHT-OF-WAY, SAID NORTH LINE BEING 50 FEET NORMALLY DISTANT NORTHWESTERLY FROM THE CENTER LINE OF THE MAIN TRACK; THENCE SOUTH 73°11' WEST ALONG THE NORTH LINE OF SAID RAILROAD RIGHT-OF-WAY 294.90 FEET TO THE EAST LINE OF GRANT STREET; THENCE NORTH 0°39' ALONG THE EAST LINE OF GRANT STREET 209.66 FEET TO THE POINT OF BEGINNING.

AND;

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

1. That the Planning & Zoning Commission held a public hearing on May 8, 2025, 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 consistency with adjacent land uses and provide a transition for adjacent zoning.
4. That the public notice of this intended change has been published as required by law.

Section 3. **HEREBY REZONED.** The property, above described, is hereby rezoned to the

Central Business (C-4) District.

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

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

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

Passed and approved by the City Council of the City of Bondurant, Iowa this ____ day of _____, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: June 2, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

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

Shelby Hagan
City Clerk



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

Item No. 9.d.
For Meeting of 6/2/2025
Ordinance

TITLE: - (First Reading) Ordinance amending Chapter 126 of the Bondurant City Code, titled Consumer Fireworks Sellers Permit

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS:

The attached ordinance proposes amendments to Chapter 126 of the existing Bondurant City Code, titled *Consumer Fireworks Sellers Permit*. The City of Bondurant currently requires all temporary consumer fireworks sales operations to obtain site plan approval, a process governed by the City's Zoning Code and overseen by the Planning & Zoning Commission and City Council. City staff identified an opportunity to improve clarity and compliance by cross-referencing those existing Zoning Code site plan standards directly within Chapter 126.

No new operational or zoning requirements are being introduced through these amendments. Rather, the changes serve to better articulate the City's existing expectations and procedures for site plan submittal, layout, and design compliance — including standards related to off-street parking, pavement surfacing, screening, and prohibition of overnight occupancy. These standards already apply under the City's zoning regulations, and the revisions to Chapter 126 simply incorporate them to ensure consistency and understanding across departments and with applicants.

While Iowa Code requires cities to allow the sale of consumer fireworks in commercial and industrial districts, the City of Bondurant retains the authority to ensure such uses are developed in accordance with its zoning code. These amendments help preserve that balance by codifying site development expectations without imposing additional burdens beyond those already established by law.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve first ordinance reading on a roll call vote, or consider waiving one or multiple readings.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250602-220

CITY OF BONDURANT
ORDINANCE NO. 250602-220

**AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY
AMENDING CHAPTER 126, TITLED CONSUMER FIREWORKS SELLERS PERMIT**

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

Section 1. **SECTIONS AMENDED.** Chapter 126 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

CHAPTER 126

CONSUMER FIREWORKS SELLERS PERMIT

126.01 State License and City Permit Required	126.05 Fees, Insurance and Permit Duration
126.02 Definitions	126.06 Inspection Required
126.03 Application	126.07 Action by Council
126.04 Site Plan Required	126.08 Prohibited Sales and Acts

126.01 STATE LICENSE AND PERMIT REQUIRED. No person shall offer for sale “Fireworks” or “Consumer Fireworks” as defined under the “First-Class Consumer Fireworks” and “Second-Class Consumer Fireworks” sections set forth Under Iowa Code Chapter 100 and as defined by City of Bondurant Code 41.11 without first obtaining a Consumer Fireworks Sellers License from the State of Iowa and a permit from the City of Bondurant. *Exceptions: Snakes, sparklers, or caps do not require a permit to sell.*

126.02 Definitions.

1. “Fireworks” or “Consumer Fireworks” as used in this section, shall mean those items listed or referred to under the definition of “First-Class Consumer Fireworks” and “Second-Class Consumer Fireworks” as set forth Under Iowa Code Chapter 100 and as defined in City of Bondurant Code 41.11.
2. “Package” or “pack” means a container of any kind in which fireworks or firework products are offered for sale, sold or otherwise distributed to consumers.
3. “Place of business” means any place where Fireworks are sold, stored or kept for the purpose of sale by a retailer.
4. “Retailer” means every person who sells, distributes or offers for sale fireworks, irrespective of the quantity or amount or the number of sales or who engages in the business of selling fireworks to ultimate consumers.
5. “Self-service display” means any manner of product display, placement or storage from which a person purchasing the product may take possession of the product, prior to purchase,

without assistance from the retailer or employee of the retailer, in removing the product from a restricted access location.

126.03 APPLICATION. A completed application on forms provided by the City of Bondurant and accompanied by the required fee shall be filed with the Clerk. No application will be accepted without proof of a Consumer Fireworks Sellers License from the State of Iowa.

126.04 SITE PLAN REQUIRED. As part of the completed application, a site plan shall be submitted for review as required by Section 179.01.1 of the Zoning Code. The site plan shall first be reviewed by the Planning & Zoning Commission, and upon their recommendation, forwarded to the City Council for final consideration; it shall include the following information.

1. One electronic copy in PDF format
2. Scale, not more than one inch (1") equals fifty (50) feet.
3. Date, revision dates, and north arrow
4. Legal description of the property. If not platted, a certified Plat of Survey shall be created.
5. Zoning Classification of the site.
6. Boundaries of the site indicated by a heavy line.
7. Vicinity Sketch of a legible scale showing the streets, general land use, and zoning within 1,000 feet of the property boundary.
8. Building setback lines, area of the site
9. Location(s) of parking.
 - a. All parking areas shall comply with Section 177.10 of the City Code, where the following minimum parking stall count requirements shall apply: at least 1 parking space per each 200 SF of tent area.
 - b. Any new off-street parking area required to meet the minimum parking space count requirements shall be surfaced in accordance with Section 177.10.2 and must consist of pavement with an asphaltic or portland cement binder.
10. Location and exterior dimensions of each proposed building and structure.
 - a. Any semi-tractor trailer or storage container proposed to be parked and used solely for storage of merchandise and not directly associated with on-site sales to customers shall be included on the site plan, and information shall be provided confirming that screening as outlined in Section 179.02.5 will be met.
 - b. Any proposed exterior garbage receptacles shall be shown on the submitted site plan and information shall be provided confirming that screening as outlined in Section 179.01.5.1 will be met.
11. A signed affidavit confirming that overnight camping, sleeping, or occupancy in any recreational vehicle, camper, or trailer associated with the temporary fireworks use is prohibited to preserve public health and safety, and is not explicitly permitted in commercial or industrial zoning districts as established in Section 178 of the Zoning Code.

126.045 FEES, INSURANCE AND PERMIT DURATION. The application fee for a retail permit shall be as follows:

Temporary Structure:	\$280
Permanent Structure:	\$320

No person, retailer, consumer group or otherwise shall sell or display for sale any fireworks without possessing a consumer fireworks seller license as required under Iowa Code Chapter 100, and any permits required by the Bondurant Municipal Code and without providing evidence of

insurance in the amounts not less than \$2,000,000.00 per Occurrence and \$5,000,000.00 in the Aggregate.

Should a permit be granted, the permit will be valid for one year from date of issue.

126.056 INSPECTION REQUIRED. Upon receipt of an application for a Fireworks Sales Permit, the City Clerk will forward it to the Fire Chief or designee, who shall then conduct an inspection and submit a written report as to condition of the proposed sales and storage premises and determine if they conform to the requirements of the City. The Council shall not approve an application for a license or permit for any premises which does not conform to the applicable law and ordinances, resolutions and regulations of the City.

126.067 ACTION BY COUNCIL. The Council shall either approve or disapprove the issuance of the Fireworks Sales Permit.

126.078 PROHIBITED SALES AND ACTS. A person holding a Fireworks Sales Permit and the person's agents or employees shall not do any of the following:

1. Sell, dispense or give to any intoxicated person, or one simulating intoxication, any Fireworks.
2. Sell or dispense any Fireworks during the dates between January 4th through May 31st and July 9th through December 9th of each year.
3. Sell Fireworks to any person on credit, except with a bona fide credit card.
4. Employ a person under eighteen (18) years of age in the sale of Fireworks.
5. Sell Fireworks to any person under eighteen (18) years of age.
6. Allow for the person holding a Fireworks Sales Permit, person's agent(s) or employees to park a vehicle or allow a vehicle to be parked for the intention of overnight sleeping on the property.

(Ordinance No. 17-214)

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

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

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

PASSED AND APPROVED by the City Council this _____ day of _____, 2025

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: June 2, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. _____, was published as required by law on the ____ day of _____, 2025.

Shelby Hagan
City Clerk



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

Item No. 9.e.
For Meeting of 6/2/2025
Ordinance

TITLE: - (First Reading) Ordinance amending Chapter 41 of the Bondurant City Code, titled Public Health and Safety, to amend Section 41.11, titled Fireworks

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS:

The attached ordinance proposes amendments to Chapter 41 of the existing Bondurant City Code, specifically to Section 41.11, titled *Fireworks*. These updates are in response to recent changes made by the Iowa Legislature, which **mandate that all communities must allow the discharge of consumer fireworks during specified dates and times around the New Year and Independence Day holidays.**

Previously, the City of Bondurant did not permit the discharge of consumer fireworks between 9:00 a.m. on December 31st and 12:30 a.m. on January 1st, as now required by Iowa Code. This proposed amendment aligns Section 41.11 with the new state law by updating the City's permitted discharge times to include this New Year's window.

Additionally, the new state law requires that all cities must allow the discharge of consumer fireworks between 2:00 p.m. and 10:00 p.m. on July 3rd, and between 2:00 p.m. and 11:00 p.m. on July 4th. The City of Bondurant already allows fireworks to be discharged during these timeframes; therefore, no changes are proposed to the City Code regarding the July 3rd and 4th periods.

This ordinance also includes clarifying language to more distinctly differentiate Display Fireworks from Consumer Fireworks, consistent with definitions in Iowa Code § 727.2. Display Fireworks, which are typically used in public events and require higher safety standards, are regulated separately from Consumer Fireworks. As required by state law, any public display of fireworks within the City of Bondurant must receive prior approval from the City Council, and a valid permit must be obtained.

These updates will ensure the City's Code remains compliant with state legislation while continuing to regulate fireworks use in a manner that prioritizes public safety and community well-being.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Waive first and second and pass on third readings. This ordinance is something required by State Law and the City must adjust its ordinance to be in compliance.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250602-217

CITY OF BONDURANT
ORDINANCE NO. 250602-217

**AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY
AMENDING CHAPTER 41, TITLED PUBLIC HEALTH AND SAFETY, TO AMEND
SECTION 41.11, TITLED FIREWORKS**

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

Section 1. **SECTIONS AMENDED.** Section 41.11 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

41.11 FIREWORKS. The use or exploding of fireworks within the City are subject to the following:

1. Definitions.

a. “Fireworks” or “Consumer Fireworks” as used in this section, shall mean those items listed or referred to under the definition of “First-Class Consumer Fireworks” and “Second-Class Consumer Fireworks” as set forth Under Iowa Code Chapter 100.

b. “Display Fireworks” shall have the same meaning as provided in Iowa Code § 727.2(1)(a), which includes fireworks designed primarily for public displays and classified as such by federal regulation.

2. No person shall use, explode, discharge any consumer fireworks ~~except during the following times: on days other than~~ July 3, between the hours 2:00 p.m. and 10:00 p.m.; ~~and~~ July 4, between the hours 2:00 p.m. and 11:00 p.m.; ~~and~~ December 31, between the hours of 9:00 a.m. and 12:30 a.m. on the immediately following day.

3. No person shall use or ignite Fireworks of any Class (as set forth under Iowa Code Chapter 100), unless they are at least 18 years of age or they are in the immediate presence of a parent or guardian who has consented to supervise. *This age prohibition shall not be applicable in regards to use of: Snakes, sparklers, or caps.*

4. A person shall not use, explode or discharge Consumer Fireworks on real property other than that person’s real property or on the real property of a person who has consented in writing to the use of consumer fireworks on that property. A person shall not use, explode or discharge Consumer Fireworks on Bondurant Farrar School District property, or any other publicly owned property (including streets, sidewalks, and city parks). ~~except as specifically authorized by permit issued pursuant to Bondurant Municipal Code section 161.19;~~ *Exceptions: Snakes, sparklers, or caps can be discharged on a public place so long as all trash, wrappers, and wires are properly disposed of.*

5. Fireworks shall not be discharged by persons showing visible signs of, or determined to be, intoxicated or under the influence of a drug or narcotic.

6. In the event that a user of fireworks discharges any firework debris on property other than real property that they own (or property they are utilizing at the consent of the owner), the user shall be responsible for removing any such debris that lands on public property. Additionally, should the debris land on property other than the real property the user of fireworks owns (or are utilizing at the consent of the owner), the user must immediately contact the owner of the property where the debris lands to coordinate clean up of the debris.

7. A person shall not use, explode or discharge Consumer Fireworks within 600 feet of the property line of a property containing any structure which offers for sale in any manner combustible material including, but not limited to, gas stations, propane sales, or fireworks sales establishments.

8. A person shall not use, explode or discharge Consumer Fireworks within 600 feet of the property line of a property containing a medical clinic, hospital, child care facility, or senior living facility (for purposes of this section, senior living facility shall include Courtyard Estates Assisted Living Facility and Candleridge Apartments).

9. Aerial Shell kits and reloadable tubes are strictly prohibited from being used, exploded or discharged in the City. Sky lantern open flame devices are not permitted to be released within the city limits, except if tethered by a retrievable rope so long as the person discharging has control over the sky lantern.

10. No person or entity shall conduct a display of fireworks within the city unless a permit has been obtained as required by Iowa Code § 727.2(2)(a). Display fireworks may only be used by municipalities, fair associations, amusement parks, or other groups or individuals approved by the city, and the display must be handled by a competent operator. All permitted displays must adhere to state safety regulations and shall not be conducted without prior approval from the appropriate authority designated by Iowa law.

10. A person who violates this section commits a simple misdemeanor punishable by a fine of not less than \$250.00 per violation.

(Ordinance No. 17-207)

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

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

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

PASSED AND APPROVED by the City Council this _____ day of _____, 2025

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: June 2, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. _____, was published as required by law on the ____ day of _____, 2025.

Shelby Hagan
City Clerk



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

Item No. 9.f.
For Meeting of 6/2/2025
Ordinance

TITLE: - (First Reading) Ordinance amending Chapter 47, Park Regulations

CONTACT PERSON:

Katie Klus, Communication & Events Coordinator

BRIEF HISTORY & ANALYSIS:

This ordinance amends Chapter 47 of the City Code to formally add rules specific to the City Park playground and the splash pad. These additions reflect long-standing expectations for safe and respectful use of these popular amenities. By incorporating them into the Code, the City can more effectively support public safety, ensure proper maintenance, and provide a consistent experience for all users. The new rules outline appropriate behavior, supervision guidelines, and prohibited activities—helping protect both the facilities and those who enjoy them.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve one or more readings of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250602-218

CITY OF BONDURANT
ORDINANCE NO. 250602-218

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, BY AMENDING CHAPTER 47, PARK REGULATIONS TO ADD
NEW SECTIONS REGARDING CITY PARK AND SPLASH PAD RULES

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

Section 1. SECTION AMENDED. Chapter 47 of the City's Code is hereby amended by adding the following sections:

Section 47.12 CITY PARK RULES

1. Park Hours: 8:00 a.m. to 10:00 p.m.
2. Children under 10 years old must be supervised by an adult.
3. Playground equipment is intended for use by children [insert appropriate age range]. Improper use is prohibited.
4. No drugs, tobacco, alcohol, or vaping.
5. No amplified music without a proper permit.
6. No littering. Keep park and restrooms clean.
7. Disorderly or disruptive behavior is prohibited.
8. Pets must be leashed and cleaned up after.
9. Recreational e-scooters and motorized equipment allowed only on perimeter sidewalks.
10. Skates and skateboards allowed only on perimeter sidewalks.
11. No fires, camping, glass containers, or pogo sticks in playground areas.
12. All other general park rules apply.

Section 47.13 SPLASH PAD RULES

1. The splash pad is unsupervised. Use at your own risk.
2. Children under 10 years old must be supervised by an adult.
3. Swim diapers required for children not fully toilet trained.
4. No food, drinks, glass containers, animals, bicycles, skates, scooters, or athletic equipment on splash pad.
5. Climbing on splash pad features is prohibited.
6. No soaps, detergents, or shampoos allowed.
7. Running and rough play are prohibited.
8. Splash pad may close due to weather or maintenance. Vacate immediately at first sign of thunder or lightning.
9. Public restrooms available at City Park Shelter, including during private rentals.

10. - All other general park rules apply.

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

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

Section 4. EFFECTIVE DATE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Bondurant City Council on the _____ day of _____ 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

Doug Elrod, Mayor

Attest:

Shelby Hagan, City Clerk

(SEAL)

First Consideration: June 2, 2025

Second Consideration:

Third Consideration:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. 47.12, 47.13, was published as required by law on the ____ day of _____ 2025.

Shelby Hagan, City Clerk



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

Item No. 9.g.
For Meeting of 6/2/2025
Ordinance

TITLE: - (First Reading) Ordinance Amending Chapter 123 - Hotel and Motel Tax

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS:

This amendment aligns the City's code with the applicable **Iowa Code Section 422A.2(4)** regarding the use of local option hotel and motel tax revenues and provides flexibility in budgeting while ensuring a continued commitment to tourism promotion. The revision further codifies a baseline contribution to the regional CVB to support broader marketing efforts that benefit Bondurant.

The ordinance is needed to remain consistent with a 28E among metro communities. The contributions via the 28E to the Convention and Visitors Bureau are being reduced from 2/7ths (approximately 28.57%) to 25%. This action is being taken in response to the impact of recent state legislation that has severely impacted local government budgets.

That said, there is no immediate fiscal impact for Bondurant associated with the ordinance change beyond current practices. Because Bondurant does not yet generate a significant amount of hotel/motel taxes, the City chooses to contribute \$1,500 per year to the Convention and Visitors Bureau. In the future though, this could change because the City is actively seeking a hotel.

The ordinance makes the changes necessary to adopt the 28E agreement among metro communities related to the Convention and Visitors Bureau.

FUNDING SOURCE: Hotel/Motel Taxes

STAFF RECOMMENDATION: Waive first and second readings and approve final reading on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250602-219

CITY OF BONDURANT
ORDINANCE NO. 250602-219

ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT, IOWA,
BY AMENDING CHAPTER 123 – HOTEL AND MOTEL TAX

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

Section 1. SECTION MODIFIED. Chapter 123, Section 123.05 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, are hereby amended to read as follows: 123.05 USE OF PROCEEDS The use of such tax imposed by this chapter shall be used for the following purposes:

(Code of Iowa, Sec. 422A.2[4])

1. At least fifty (50%) of the revenues derived from such tax shall be used for the acquisition of sites for, or constructing, improving, enlarging, equipping, repairing, operating, or maintaining of recreation, convention, cultural, or entertainment facilities including but not limited to memorial buildings, halls and monuments, civic center convention buildings, auditoriums, coliseums, and parking areas or facilities located at those recreation, convention, cultural, or entertainment facilities or the payment of principal and interest, when due, on bonds or other evidence of indebtedness issued by the county or city for those recreation, convention, cultural, or entertainment facilities; or for the promotion and encouragement of tourist and convention business in the city or county and surrounding areas.
2. The remaining revenues may be spent for any City operations authorized by law as a proper purpose for the expenditure within statutory limitations of City revenues derived from ad valorem taxes.
3. Pay the Greater Des Moines Convention and Visitors Bureau ~~2/7ths~~ 25% of the Hotel and Motel Tax Revenues, once this tax is collected or a greater amount as determined by Council annually during the budget process.
4. ~~Pay the Greater Des Moines Convention and Visitors Bureau the greater of 2/7ths of the Hotel and Motel Tax Revenues or \$1,500.00.~~

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

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

Section 4. Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____ Passed and approved this _____ day of _____, 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: June 2, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Mark J. Arentsen, hereby certify that the foregoing Ordinance No. 15-2xx, was published as required by law on the xxth day of xx, 2015.

Mark J. Arentsen
City Clerk