

**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/84158533533>*

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
JUNE 30, 2025**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on June 30, 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. 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. - Resolution approving Professional Service Agreement with Confluence in the amount of \$9,500 for conceptual park design work associated with the Park/Pond/Play area west of the future elementary school
 - b. - Resolution approving purchase of Two Triple Combination Fire Trucks in the amount of \$993,212
 - c. - (First Reading) Ordinance amending the City Code of Bondurant, Iowa by amending Chapter 69, titled parking regulations, to amend Section 69.08, titled No Parking Zones (prohibiting parking on Lincoln Street SE between 2nd Street SE and 3rd Street SE)
7. Action Items
 - a. - Resolution authorizing execution of Prairie Meadows Legacy Grant Agreement to secure \$210,000 toward Silo Commons construction and amphitheater naming rights
 - b. - Resolution approving Energy Efficiency Incentive Agreement with MidAmerican Energy for the Bondurant Parks and Recreation Event Center (The Station)
8. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members

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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- c. Administrator
 - d. Directors
9. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation and 21.5.1(i).
 10. Adjournment

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

Item No. 6.a.
For Meeting of 6/30/2025
Resolution

TITLE: - Resolution approving Professional Service Agreement with Confluence in the amount of \$9,500 for conceptual park design work associated with the Park/Pond/Play area west of the future elementary school

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The attached resolution approves the Professional Services Agreement with Confluence in the amount of \$9,500 to lead the conceptual design process for a new public park, pond, and play area located on approximately 9 acres west of the future elementary school site in northeast Bondurant. The name of this future park has not yet been determined.

This planning effort builds on the continued collaboration between the City of Bondurant and the Bondurant-Farrar Community School District. In 2025, the City and School District entered into a 28E Agreement to coordinate the extension of Truman Drive NE and necessary stormwater improvements in support of the School District's upcoming elementary school project, anticipated to open in Fall 2027. As part of that agreement, the School District is dedicating roughly 9 acres of land for public use, with the primary function being regional stormwater detention to support the new school and surrounding development.

Recognizing the opportunity to maximize public benefit, the City seeks to transform this area into a thoughtfully planned open space that integrates stormwater management with active and passive recreational amenities. The agreement with Confluence engages them to develop a conceptual master plan that includes trails, playground options, pond access, and landscaped green space.

Under the terms of the agreement, Confluence will complete the following scope of services:

- Inventory and analysis of existing site conditions, including coordination with the City's engineer (Veenstra & Kimm) regarding topography, drainage, and trail connectivity.
- Attendance and facilitation of one Parks Board meeting to gather community and stakeholder input.
- Development of conceptual layout alternatives for site amenities (e.g., trails, play areas, pond features).
- Coordination with a playground equipment provider to prepare a preliminary play area concept.
- Selection of preferred materials and preliminary detailing of park elements.
- Development of an illustrative rendered master plan of the park concept.
- Preparation of an opinion of probable construction costs.
- Presentation of the final plan to the Parks Board for review and approval.

FUNDING SOURCE: This is related to the Truman Drive NE project and will be paid from that capital fund, supported by both GO and TIF bonds. The retention ponds in the park area necessary for the Truman Drive NE project and will also be designed to support fishing and the area will include a trail connection.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250630-199
2. Confluence Professional Services Agreement

CITY OF BONDURANT
RESOLUTION NO. 250630-199

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
CONFLUENCE IN THE AMOUNT OF \$9,500 FOR CONCEPTUAL PARK DESIGN
WORK ASSOCIATED WITH THE PARK/POND/PLAY AREA WEST OF THE FUTURE
ELEMENTARY SCHOOL

WHEREAS the City of Bondurant continues to collaborate with the Bondurant-Farrar Community School District to plan and implement community-serving infrastructure and amenities in Bondurant; AND

WHEREAS in 2025, the City and School District entered into a 28E Agreement to coordinate the extension of Truman Drive NE and construct stormwater improvements in support of the District's planned elementary school, expected to open in Fall 2027; AND

WHEREAS under the terms of that 28E Agreement, the School District will dedicate approximately 9 acres of land west of the future elementary school site for public use, primarily to function as a regional stormwater retention facility; AND

WHEREAS the City recognizes the opportunity to enhance the functionality of this public land by transforming it into a multi-purpose open space that integrates stormwater management with active and passive recreational amenities; AND

WHEREAS the City seeks to engage Confluence to lead the conceptual planning and design effort for this future public park, pond, and play area, for a not-to-exceed amount of \$9,500, as outlined in the attached Professional Services Agreement; AND

WHEREAS Confluence will provide professional services that include site inventory and analysis, engagement with the City's engineer (Veenstra & Kimm), public engagement through the Parks Board, development of concept alternatives and preliminary playground layouts, selection of materials, creation of a rendered illustrative master plan, and a preliminary cost estimate; AND

WHEREAS this planning initiative reflects the City's continued commitment to creating high-quality public spaces that provide recreational opportunities while also supporting sustainable development and school-community partnerships.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Mayor is hereby authorized to execute the Professional Services Agreement with Confluence in the amount of \$9,500 for conceptual park design services associated with the future park/pond/play area west of the upcoming elementary school.

Passed this 30th day of June,

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				

June 26, 2025

Ms. Maggie Murray, AICP - Planning and Development Director
City of Bondurant
200 2nd Street NE – Box 37
Bondurant, Iowa 50035
Planning@cityofbondurant.com

**RE: Bondurant Park and Trail
Professional Services Agreement**

Ms. Murray:

We are pleased to submit this professional services agreement for Landscape Architectural Services as provided herein between the City of Bondurant (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your project!

Project

The Bondurant Park and Trail Master Plan encompasses a comprehensive design for the park located near the new Bondurant Elementary School site. The park spans approximately 9 acres and includes various features and amenities aimed at enhancing the community's outdoor experience.

A large detention pond covers approximately 3.5 acres with significant slopes extending beyond its perimeter. Additionally, the northern section of the park, approximately 700 feet in length, is only 100 feet wide to facilitate drainage and provide a trail connection to the north.

The proposed amenities for the park include trails for walking, jogging, and biking; ponds with fishing access points; landscaping and greenery; benches for rest and relaxation; and possibly a playground. The final deliverables for the project include a rendered Master Plan, one neighborhood/community meeting presentation to the Parks Board, and a final presentation to the Parks Board.

Article 1: Landscape Architectural Services

- 1.1 Scope of Services. The Scope of Landscape Architectural Services to be provided under this agreement are detailed in "Exhibit B".
- 1.2 Supplemental Services. Supplemental Services are detailed in "Exhibit B" – Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis

stated in "Exhibit A" or the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.

- 1.3 Standard of Care. The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.
- 1.4 Changes to Approved Services. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.
- 1.5 Schedule of Performance. The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services per the Client's proposed schedule or as expeditiously as is consistent with the standard of care described in section 1.1, above.

Article 2: Client's Responsibilities

- 2.1 Information. The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. Some data for the site may be provided as part of the Scope of Services. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.
- 2.2 Budget. The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.
- 2.3 Approvals. The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.
- 2.4 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3: Ownership of Documents

- 3.1 The Landscape Architect shall be deemed the author and owner of all document's deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for to the

construction of the Project and for information and reference with respect to the use of the Project.

Article 4: Landscape Architect Compensation

- 4.1 Compensation for the Scope of Services performed under this agreement shall be the Stipulated Sum **Not to Exceed \$9,500.00** plus reimbursable expenses and applicable taxes.
- 4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project related expenditures. See Exhibit A for Confluence standard Reimbursable Expenses.
- 4.3 Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee. See "Exhibit A" for Confluence standard hourly rates.
- 4.4 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.5 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability

- 5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage:</u>	<u>Liability Limits:</u>
Professional Liability:	\$5,000,000 per claim/\$5,000,000 aggregate
Commercial General Liability:	\$1,000,000 per claim/\$2,000,000 aggregate
Comprehensive Automobile Liability:	\$1,000,000 combined single limit
Umbrella Liability:	\$3,000,000 each occurrence/\$3,000,000 aggregate
Drone Aviation Liability:	\$1,000,000 per claim
Workers Compensation:	\$2,000,000 per claim/\$2,000,000 policy limit

- 5.2 Indemnification: Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages or expenses are caused by the joint or

concurrent negligence of the Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

- 5.3 Consequential Damages. The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 thereof.
- 5.4 Limitation of Liability. To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of \$75,000.00 or the Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Article 6: Dispute Resolution

- 6.1 If a dispute arises out of or relates to this agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by both parties.
- 6.2 For any claim subject to, but not resolved by, mediation pursuant to 6.1, the method of binding dispute resolution shall be as follows:
- Arbitration pursuant to the Construction Industry Mediation Rules of the American Arbitration Association
 - Litigation in a court of competent jurisdiction
- 6.3 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7: Termination

- 7.1 This agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period. If the project is terminated, the Landscape Architect shall be paid their compensation for services performed prior to receipt of written notice from the Client, together with reimbursable expenses and applicable taxes then due.

Article 8: Other Terms & Conditions

- 8.1 Promotional Materials & Images. The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Client's confidential or proprietary

information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client's promotional materials for the Project.

8.2 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.

8.3 Governing Law. The laws of the State of Iowa shall govern this agreement.

8.4 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect.

Exhibits

The following Exhibits are incorporated in and made part of this Agreement:

- "A" - Landscape Architect's Hourly Compensation Rates & Reimbursable Expenses Schedule
- "B" - Scope of Services and Supplemental Services

Offered by:

Confluence, Inc.

Accepted By:

City of Bondurant



06-26-2025

Signature & Date

Signature & Date

Matthew Carlile, Principal

Printed Name & Title

Printed Name & Title

Confluence
525 17th Street
Des Moines, Iowa 50309

Exhibit "A": Landscape Architect's Standard Hourly Rates & Reimbursable Expenses

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$275.00 per hour
Principal	\$160.00 - \$250.00 per hour
Associate Principal	\$140.00 - \$200.00 per hour
Associate	\$115.00 - \$185.00 per hour
Senior Project Manager	\$105.00 - \$165.00 per hour
Project Manager	\$95.00 - \$145.00 per hour
Senior Landscape Architect	\$95.00 - \$185.00 per hour
Landscape Architect	\$85.00 - \$135.00 per hour
Senior Project Planner	\$95.00 - \$145.00 per hour
Planner II	\$85.00 - \$135.00 per hour
Planner I.....	\$75.00 - \$125.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$125.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$100.00 per hour
Draftsperson	\$55.00 - \$100.00 per hour
Graphic Designer	\$75.00 - \$115.00 per hour
Clerical / System Staff	\$75.00 - \$135.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Costar Real Estate Tool	\$1,000 (project use), \$150 per report
Placer.AI Analytics Tool	1.15 x cost
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging	1.15 x cost
Mileage	\$.70 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.10 each
B/W Photocopies/Prints 11x17.....	\$.20 each
Color Photocopies/Prints 8½ x 11	\$.75 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting - Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives.....	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Online Meeting Service.....	\$35.00 Each

Effective 1/1/2025

End of Exhibit "A"

Exhibit “B”: Scope of Services and Supplemental Services

1.1 Scope of Services

- 1.1.1 Master Planning. The Landscape Architect shall explore design options and develop a parks master plan including the following:
- (a.) Identify existing site conditions and features such as topography, drainage patterns, vegetation, including significant specimen plants water elements, structures, views, and known off-site considerations relevant to the Client’s Program. (We assume that V+K can provide survey information if additional land is acquired for the park.)
 - (b.) Analyze existing site conditions to identify physical attributes and limitations of Project site. Coordinate with V+K to get trail access and adjoining properties defined.
 - (c.) Attend a Parks Board meeting with intent of gathering feedback on possible park elements from the Parks Board as well as neighbors and members of the community.
 - (d.) Review applicable Governmental requirements including zoning, ordinances, and permit requirements, known special restrictions, and zoning conditions.
 - (e.) Prepare studies and related diagrams for the organization and placement of proposed Program elements taking into consideration the existing site features and the requirements of other Program elements. Some limited site grading will need to be completed to make sure the trail alignments can be accomplished.
 - (f.) Review / Coordinate with one playground manufacturer to develop a prototype concept for the defined playground area.
 - (g.) Work with City Staff to recommend city standard site furnishings.
 - (h.) Prepare drawings illustrating initial design concepts for the form and configuration of the Program elements on the site.
 - (i.) Based on the preferred plan, prepare an Illustrative Master Plan (at appropriate scale) illustrating the form and configuration of the proposed improvements on the site.
 - (j.) Preliminarily select key materials or material systems and prepare preliminary designs for key construction details.
 - (k.) Prepare an opinion of probable construction costs for the master design plan, including a recommended contingency.
 - (l.) Submit the plan(s), details, cost opinion, and other deliverables as appropriate comprising the Parks Master Plan submittal to the Client for review and approval.
 - (m.) Final presentation to the Bondurant Parks Board.
 - (n.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) Public coordination & design review meeting
 - (ii) Jurisdictional review/approval hearing

1.2 Supplemental Services (Not in Contract)

- 1.2.1 Schematic Design / Development Phase. Based on the Schematic Design approved by the Client, the Landscape Architect shall refine and sufficiently detail the proposed form of the improvements to comprehensively convey the design intent through the following:

- (a.) Revise and refine the plan to define the location of the proposed improvements in relation to both the existing site features and the other proposed improvements.
- (b.) Prepare design detail sketches illustrating the proposed forms, materials, colors, and textures of the proposed improvements.
- (c.) Prepare supplemental drawings as required to illustrate the design intent (*check all that apply*):
 - (i) Site preparation/demolition plan
 - (ii) Layout plan(s)
 - (iii) Grading and drainage plan
 - (iv) Furnishings & amenities plan
 - (v) Lighting plan (*fixtures & locations only, not electrical design*)
 - (vi) Planting plan
 - (vii) Irrigation plan
 - (viii) Signage plan
- (d.) Prepare outline specifications for applicable work areas
- (e.) Update opinion of probable costs of the proposed improvements, indicating when appropriate the assumptions on which the opinion is based.
- (f.) Submit the plans, details, cost opinion, and other deliverables as appropriate comprising the Design Development submittal to the Client for review and approval.
- (o.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) Public coordination & design review meeting
 - (ii) Jurisdictional review/approval hearing

1.2.2 Construction Document Phase. Based on the Design Development phase submission approved by the Client, the Landscape Architect shall prepare Construction Documents suitable for bidding or contract negotiations and for construction of the Project. The Landscape Architect shall:

- (a.) Prepare construction plans including (*check all that apply*):
 - (i) Site preparation/demolition plan
 - (ii) Layout plan(s)
 - (iii) Grading and drainage plan
 - (iv) Furnishings & amenities plan
 - (v) Lighting plan (*fixtures & locations only, not electrical design*)
 - (vi) Planting plan
 - (vii) Irrigation plan
 - (viii) Signage plan
- (b.) Prepare construction details to describe the materials, spatial relationships, connections, and finished suitable for constructing the proposed improvements.
- (c.) Prepare construction specifications for the proposed improvements.
- (d.) Coordinate the drawings and specifications prepared by the Landscape Architect's consultants, when appropriate, the Client's other consultants.
- (e.) Update opinion of probable costs of the proposed improvements.
- (f.) Prepare documents suitable for review for compliance with applicable governmental requirements and assist the Client in the submission to governmental agencies.

- (g.) Address timely and applicable review comments received from agencies and revise Construction Documents for compliance when required.
- (h.) Submit a final opinion of probable costs.
- (i.) Submit one electronic pdf set of the Construction Documents. Printed copies will be Reimbursable Expense as provided in Article 4.
- (p.) Attendance at the following meetings/hearings (*check all that apply*):
 - (i) Public coordination & design review meeting
 - (ii) Jurisdictional review/approval hearing

1.2.3 Bidding & Contract Negotiation Phase. When the contracts are bid, the Landscape Architect shall assist the Client during the bidding process to identify the Contractor to construct the Project and establish a firm price to accomplish the work. Once the bidding results are known, the Landscape Architect shall assist the Client to establish the contract terms for construction of the Project. The Landscape Architect shall:

- (a.) Coordinate the schedule for bid advertising, addenda, bid opening and the following bid process tasks (*check all that apply*):
 - (i) Pre-bid qualification process
 - (ii) Pre-bid conference
- (b.) Prepare and organize bid solicitation and proposal forms consistent with Client's requirements.
- (c.) Arrange for printing (if applicable) and distribution of the bid documents.
- (d.) Conduct pre-bid conference (if applicable) and document the proceedings.
- (e.) Clarify the Construction Documents as required through the preparation and issuance of addenda including materials substitutions and equals.
- (f.) Attend the bid opening.
- (g.) Review bids including alternates and prepare a recommendation on the award of the contract to the Client.
- (h.) Arrange for transmittal of Construction Documents to the selected contractor.
- (i.) Meet with selected contractor to review the Construction Documents and the proposed improvements.
- (j.) Provide clarification to the Construction Documents as reasonably required.

1.2.4 Construction Contract Administration Services. The Landscape Architect shall provide the following administration Services associate with the construction of the Project:

- (a.) Take part in the pre-construction conference (if applicable).
- (b.) Review and take appropriate action on (*check all that apply*):
 - (i) Contractor Request for Information and clarification's (RFI's).
 - (ii) Materials and equipment submitted by the Contractor for approval.
 - (iii) Product submittals and shop drawings.
 - (iv) Change Order requests by Contractor submitted for approval.
 - (v) Contractor progress applications for payment.
- (c.) Undertake to observe the work in progress at intervals appropriate to the stage of the construction for conformance with Construction Documents.
- (d.) Evaluate the completed work to determine acceptance or non-compliance based on conformity with Construction Documents.

- (e.) Conduct observations to determine completion and acceptance of the work (*check all that apply*):
 - (i) Substantial Completion Review & punch-list creation.
 - (ii) Final Completion Review & punch-list review.
 - (f.) Review and approve a final Contractor pay application and recommend acceptance of the Project by the Client.
- 1.2.5 Pre-design Services. The following pre-design Services shall be considered Supplemental Services:
- (a.) Assist the Client with Programming.
 - (b.) Inventory and documentation of existing conditions affecting the Project, including identification and location of utility connections (water, sanitary sewer, gas, electrical and storm sewer).
 - (c.) Assisting the Client with marketing and/or feasibility studies.
 - (d.) Master planning.
 - (e.) Detailed Project scheduling (critical path, milestone completion dates, or other methods).
 - (f.) Representing the Client at zoning hearings and/or community meetings or design review meetings.
- 1.2.6 Design Phase Supplemental Services. Unless otherwise agreed to, the following are Supplemental Services:
- (a.) Scale models.
 - (b.) 3D perspective images and/or “Birds-eye” views of the Project.
 - (c.) Jurisdictional & Permitting Services beyond those listed described in Section 1.1.
 - (d.) Life cycle costs.
 - (e.) Long-distance travel to inspect materials and equipment of potential suppliers.
 - (f.) Expert witness testimony.
 - (g.) Attendance at litigation or arbitration proceedings when the Landscape Architect is not a party.
- 1.2.7 Construction Contract Administration Supplemental Services. The Landscape Architect shall provide the following administration Services associated with the construction of the Project as Supplemental Services. When requested, the Landscape Architect shall:
- (a.) Prepare Client initiated Change orders.
 - (b.) On behalf of the Client, revise and forward to the Client written guarantees, warranties, release of liens, and related documents required from the contractor.
 - (c.) Review the Contractor’s marked-up “As-built” Drawings.
 - (d.) Determine consent of surety if any, to issuance of final certificate of payment.
- 1.2.8 Post-Construction Services. The following post-construction Services shall be considered Supplemental Services. When requested by the Client, the Landscape Architect shall:
- (a.) Prepare record drawings of the actual construction based on marked-up drawings and other data furnished by the contractor.
 - (b.) Provide observations of work and/or warranty items at appropriate times.

(c.) Perform post-construction evaluation of functional and operational performance of the Project.

End of Exhibit "B"



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

Item No. 6.b.
For Meeting of 6/30/2025
Resolution

TITLE: - Resolution approving purchase of Two Triple Combination Fire Trucks in the amount of \$993,212

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: On December 5, 2022, the City Council approved the purchase of Two Triple Combination Fire Trucks in an amount not to exceed \$1,000,000. The trucks were then ordered and are nearing completion. The attached invoice is for the two trucks, slated to be delivered in July. The final amount is \$993,212.

As a part of the FY25 CIP staff budgeted for the replacement of two current fire trucks being used currently. With the age and availability of parts for repair, these two units have exhausted their effectiveness in serving the community as Bondurant continues to grow. Staff sent a request to Danko Fire Apparatus, Reliant Fire Apparatus, Midwest Fire, and Rosenbaum Fire Apparatus to submit a quote for the replacement of unit R418 (1995 fire engine/rescue truck) and E416 (1993 fire engine/pumper) currently being used. Both units have significant mechanical repairs needed, and it has been determined that the cost of repairs far outweighs the value of the units as they are currently. The resolution approved in December 2022 was for an amount not to exceed \$1,000,000. The amount originally projected in the FY25 capital plan was \$1,040,000. The purchase is supported by bond proceeds, paid by general obligation property taxes.

As a part of the process, staff evaluated what style of equipment to fit the city's needs now and into the future and worked closely with builders and engineers to come up with a truly one-of-a-kind design. The trucks will each carry large amounts of water to serve as tenders when needed, Each unit will have large pumps to support aerial operations in industrial settings and each unit will have an integrated UHP unit that is driven by the large pump already installed in the units.

The purchase of two (twin) Pierce Freightliner 2000 Gallon Pumper/Tenders equipped with K3 Fire Ultra High Pressure system from Reliant Fire Apparatus, Inc. is an investment of \$993,212.

On December 5, 2022, the City Council also approved the sale to the highest bidder the existing 1993 and 1995 fire trucks to get to the best possible pricing once the new units arrive and are placed in service. The attached resolution approves the payment for the vehicles.

FUNDING SOURCE: FY25 Capital Equipment Replacement Budget/Bond Funding, supported by general obligation property taxes

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

- 1. RESOLUTION NO. 250630-200
- 2. Fire Apparatus Invoice

CITY OF BONDURANT
RESOLUTION NO. 250630-200

**A RESOLUTION APPROVING FINAL PAYMENT FOR THE PURCHASE OF TWO
FIRE APPARATUS FROM RELIANT FIRE APPARATUS, INC.**

WHEREAS on December 5, 2022, the City Council of the City of Bondurant, Iowa, approved the purchase of two (2) Triple Combination Fire Trucks in an amount not to exceed \$1,000,000; and

WHEREAS staff budgeted for this replacement as part of the FY25 Capital Improvement Plan (CIP), recognizing the critical need to retire and replace two existing fire apparatus units—Unit R418 (1995 fire engine/rescue truck) and Unit E416 (1993 fire engine/pumper)—due to their mechanical deficiencies, age, and lack of available repair parts; and

WHEREAS the cost to repair these aging units significantly exceeds their current value, and their operational effectiveness has been exhausted given the City of Bondurant's ongoing growth and service demands; and

WHEREAS staff sought quotes from reputable fire apparatus vendors including Danko Fire Apparatus, Reliant Fire Apparatus, Midwest Fire, and Rosenbauer Fire Apparatus and evaluated design options to meet both present and future needs of the community; and

WHEREAS the City selected Reliant Fire Apparatus, Inc. for the purchase of two (2) Pierce Freightliner 2000-Gallon Pumper/Tenders, each equipped with the K3 Fire Ultra High Pressure (UHP) system, large capacity pumps for industrial support, and substantial water tanks capable of performing as tenders, designed in close coordination with builders and engineers to meet the City's unique service demands; and

WHEREAS the final purchase amount for both vehicles is \$993,212, which is within the approved budget of \$1,000,000 and below the originally projected \$1,040,000 listed in the FY25 CIP; and

WHEREAS this purchase will be funded through bond proceeds, to be repaid by general obligation property taxes; and

WHEREAS the City Council also approved on December 5, 2022, the sale of the 1993 and 1995 fire trucks to the highest bidder following delivery and service implementation of the new units, to obtain the best possible return value for the decommissioned equipment;

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

1. The final invoice from Reliant Fire Apparatus, Inc. in the amount of \$993,212 is hereby approved for payment.
2. Staff are authorized to proceed with any final steps necessary to complete the purchase and prepare for the sale of the existing 1993 and 1995 fire apparatus units once the new units are placed into service.
3. This resolution shall take effect immediately upon its passage and approval.

Passed this 30th day of June,

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				



Reliant Fire Apparatus, Inc.

PO Box 470
Slinger, WI 53086

Phone # 262-297-5020

Invoice

Date	Invoice #
4/23/2025	I25-22950

Bill To
CITY OF BONDURANT 200 2ND STREET NE BONDURANT, IA 50035

P.O. No.	Job No.	Terms	Due Date	Vin. No.	State
	40188	Net 30	5/23/2025		IOWA

Qty	Description	Amount
2	PIERCE FREIGHTLINER PUMPER TANKERS. PIERCE JOB 40188-01 AND -02.	883,208.00
1	APPROVED CHANGE ORDERS TO BOTH UNITS. APPROVED CHANGE ORDER ATTACHED.	110,004.00

Total		\$993,212.00
Payments/Credits		\$0.00
Balance Due		\$993,212.00



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

Item No. 6.c.
For Meeting of 6/30/2025
Ordinance

TITLE: - (First Reading) Ordinance amending the City Code of Bondurant, Iowa by amending Chapter 69, titled parking regulations, to amend Section 69.08, titled No Parking Zones (prohibiting parking on Lincoln Street SE between 2nd Street SE and 3rd Street SE)

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: City staff is proposing to amend the City Code to prohibit on-street parking on Lincoln Street SE between 2nd Street SE and 3rd Street SE. Currently, Lincoln Street SE allows one side on-street parking (east side) from Railroad Street SE to Brick Street SE. Lincoln Street SE is only 25-feet wide, making it difficult for both north bound and south bound vehicles to maneuver at the same time when vehicles are parked on the street. In this general vicinity, there are public parking lots located at 113 Main Street SE and 201 3rd Street SE, as well as angled parking on Main Street SE.

This issue was discussed at the June 16, 2025, council meeting and direction was given at that time to move forward with the no parking ordinance for this section of Lincoln.

FUNDING SOURCE: Costs for publication of this ordinance come from the general fund, supported by property taxes.

STAFF RECOMMENDATION: Approve first reading of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250630-221

CITY OF BONDURANT
ORDINANCE NO. 250630-221

**AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY
AMENDING CHAPTER 69, TITLED PARKING REGULATIONS, TO AMEND SECTION
69.08, TITLED NO PARKING ZONES**

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

Section 1. **SECTIONS AMENDED.** Section 69.08 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

69.08 NO PARKING ZONES. No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

(Code of Iowa, Sec. 321.236 [1])

- 1) Grant Street S, from Fourth Street SE, to south corporate limits, both sides of street;
- 2) Grant Street S, from 40 feet north of Fourth Street SE, east side of the street;
- 3) Grant Street S, from 20 feet north of Fourth Street SE, west side of the street;
- 4) Third Street NE, from Lincoln Street NE, to Grant Street N, south side of street;
- 5) Fourth Street NE, from Lincoln Street NE, to Grant Street N, south side of street;
- 6) Lincoln Street NE, from Second Street NE, to end of street, west side of street;
- 7) Second Street NW/NE, from west corporate limits to east corporate limits, both sides of street;
- 8) Blaine Street NW, from Second Street NW, to First Street NW, west side of street;
- 9) Garfield Street NW, from First Street NW, to Second Street NW, west side of street;
- 10) First Street NW, from Grant Street N, to Blaine Street NW, north side of street;
- 11) First Street NW, from Mallard Pointe Drive, NW, to Landon Drive, NW south side of street;
- 12) Alpha Street NW, from First Street NW, to Blaine Street NW, west side and north side of street;
- 13) First Street SW, from Garfield Street SW, to Grant Street S, south side of street;
- 14) Second Street SW, from Grant Street S, west to alley, south side of street;
- 15) Fourth Street SW, from Garfield Street E, to alley, north side of street;
- 16) Garfield Street SW, from First Street, SW, to Second Street SW, east side of street;
- 17) First Street SE, from east end of street west, to Lincoln Street SE, south side of street;
- 18) First Street SE, from Lincoln Street, SE, to north-south alley between Main Street SE, and Lincoln Street SE, south side of the street;
- 19) Second Street SE, from Lincoln Street SE, to the cemetery, north side of street;
- 20) Second Street SE, from Lincoln Street SE, to the cemetery, south side of street when temporary no parking signs are in place;

- 21) Third Street SE, from Grant Street S, to Lincoln Street SE, south side of street;
- 22) Fourth Street SE, from Grant Street S, to Lincoln Street SE, south side of street;
- 23) Fifth Street SE, from Grant Street S, to Lincoln Street SE, south side of street;
- 24) Seventh Court SE, north and west sides of street;
- 25) Ninth Court SE, north and west sides of street;
- 26) Tenth Street SE, from Grant Street S, to Lincoln Street SE, south side of street;
- 27) Tenth Court SE, south side of street;
- 28) Patterson Street SE, from Second Street NE, to Paine Street SE, west side of street;
- 29) Paine Street SE, from Second Street NE, to Washington Avenue SE, east side and south side of street;
- 30) All areas of the City parks except those areas designated by signs as parking areas;
- 31) Deer Ridge Drive NW, from Second Street NW, to end of street, east side of street;
- 32) Deer Ridge Drive, NW, from 150 feet North of Sixth Court, NW to Walnut Drive, NW, west side of the street;
- 33) Third Street NW, from 470 feet west of Deer Ridge Drive NW, south side of street;
- 34) Crossing Court NW, from 208 feet north of Third Street NW, east side of street;
- 35) Filmore Avenue SE, on the even numbered house side;
- 36) Grant Street, from Second Street SE to north corporate limits, both sides of street;
- 37) Grant Street, from Fourth Street SE to south corporate limits, both sides of street;
- 38) Grant Street S from Fourth Street SE north 82 feet between signage, east side of street;
- 39) Fifth Court NW, from 285 feet west of Deer Ridge Drive NW, south side of street;
- 40) Sixth Court NW, from 344 feet west of Deer Ridge Drive NW, north side of street;
- 41) Fifth Street NE, from Lincoln Street NE to Grant Street, N, south side of street;
- 42) Fifth Street NW, from Deer Ridge Drive NW to Evergreen Drive NW, south side of street;
- 43) Mallard Pointe Drive NW, from Second Street NW to end of street, east and north side of street;
- 44) Third Street NW, from Mallard Pointe Drive NW to Fireside Drive NW, south side of street;
- 45) Fourth Street NW, from Mallard Pointe Drive NW to Shiloh Rose Parkway, NW, south side of street;
- 46) 15th Street SE, from Grant Street S, to the east corporate limits, both sides of street;
- 47) Adams Street SE, from 15th Street SE, to Approx. 180 feet West of Lincoln Street, SE, west side of street;
- 48) Adams Street, SE, from Approx. 180 feet West of Lincoln Street, SE, south side of the street;
- 49) Oleson Drive SE, from U.S. Highway 65 to 11th Street SE, north side of street;
- 50) Pleasant Street NE, from Second Street NE, to the north corporate limits, both sides of street;
- 51) Pleasant Street SE, from U.S. Highway 65 to 15th Street, SE, both sides of street;
- 52) 11th Court SE, from 442 feet north of Lincoln Street SE, east side of street;

- 53) 11th Street SE, from Lincoln Street SE, to Oleson Drive SE, east side of street;
- 54) Grant Court SE, from 10th Street SE, to 10th Street SE, north side of street;
- 55) Lincoln Court SE, from 448 feet north of 10th Street SE, north side of street;
- 56) Grant Court SE, from 11th Street SE, to 10th Street SE, north side of street.
- 57) Lincoln Street SE, from Railroad Street SE to **2nd Street SE** ~~Brick Street SE~~, east side of street;
- 58) **Lincoln Street SE, from 2nd Street SE to 3rd Street SE, both sides of the street;**
- 59) **Lincoln Street SE, from 3rd Street SE to Brick Street SE, east side of street;**
- 60) Lincoln Street SE, from Brick Street SE to U.S. Highway 65, both sides of the street;
- 61) Lincoln Street SE, from U.S. Highway 65 to 15th Street SE, west side of street;
- 62) Michael Street SE, from 15th Street SE, to 13th Street SE, west side of street;
- 63) 14th Street SE, south side of street;
- 64) 14th Street SE, from 173 feet west of Lincoln Street SE, south side of street;
- 65) 14th Street SE, from 403 feet east of Michael Street SE, south side of street;
- 66) Fifth Street NW, from Mallard Pointe Drive NW, to end of street, north side of street;
- 67) Tailfeather Drive NW, from Mallard Pointe Drive NW, to end of street, north side of street;
- 68) Tailfeather Court NW, from 330 feet south of Mallard Pointe Drive NW, west side of street;
- 69) Ninth Street SE, from Filmore Avenue SE, to Fourth Street SE, west side of street;
- 70) Cleveland Avenue SE, from Brick Street SE, to Fourth Street SE, north side of street;
- 71) Jefferson Avenue SE, from Brick Street SE, to Ninth Street SE, north side of street;
- 72) Fourth Street SE, from Washington Avenue SE to Cleveland Avenue, SE, north side of street;
- 73) Brick Street SE, from Washington Avenue SE to Lincoln Street SE, south side of street;
- 74) Tailfeather Drive NW, from Grant Street N, to Mulberry Drive NW, north side of street;
- 75) Spruce Drive NW, from Tailfeather Drive NW, to Walnut Drive NW, east side of street;
- 76) Spruce Circle NW, from 178 feet south of Walnut Drive NW, east side of street;
- 77) Walnut Drive NW, from Spruce Drive NW, to Mulberry Drive NW, north side of street;
- 78) Sycamore Drive NW, from Walnut Drive NW, to Sixth Street NW, east side of street;
- 79) Sycamore Drive NW, from Sixth Street NW to Third Street NW, west side of street;
- 80) Evergreen Circle NW, from 265 feet south of Walnut Drive NW, east side of street;
- 81) Brick Street SE, from Grant Street S, to Oleson Drive SE, both sides of street;
- 82) Mulberry Drive NW, from Deer Ridge Drive NW to Tailfeather Drive NW, north and east sides of street;
- 83) Mallard Pointe Drive NW, from Second Street NW to Eva Point Drive SW, east side of street;
- 84) First Street NW, from Mallard Pointe Drive NW to Landon Drive NW, south side of street;
- 85) Alpha Street NW, from Mallard Pointe Drive NW to Cul-De-Sac, south side of street;
- 86) Elizabeth Lane NW from Shiloh Rose Parkway NW to Landon Drive NW, south side of street;
- 87) Shiloh Rose Parkway NW, from Second Street NW, west side of street;

- 88) Shiloh Rose Parkway SW, from Alpha Street NW to Eva Point Drive SW, west side of street;
- 89) Eva Point Drive, SW from Shiloh Rose Parkway SW to Mallard Pointe Drive NW, south side of street;
- 90) Chayse Street SW, from Mallard Pointe Drive NW to end of street, south side of street;
- 91) Landon Drive NW, from Second Street NW to Chayse Street SW, east side of street;
- 92) Creekside Drive SW from Second Street NW to Chayse Street SW, east side of street;
- 93) 34th Street, SW, from Oak Drive SW to Ash Drive SW, south side of street;
- 94) 35th Street, SW, from Maple Drive SW to Ash Drive SW, south side of street;
- 95) Ash Drive SW, from 33rd Street SW to 35th Street SW, west side of street;
- 96) Oak Drive SW, from 33rd Street SW to 34th Street SW, east side of street;
- 97) Maple Drive SW, from 33rd Street SW to 35th Street SW, east side of street;
- 98) Grain Street NE, north and south side of street; except the 120 feet on the south side beginning at Main Street, which will be reserved for Event Vehicle Parking;
- 99) 33rd Street SW, from Wolf Creek Drive SW to Poplar Drive SW, north side of street;
- 100) 33rd Street SW, from Poplar Drive SW to Hawthorn Drive SW, north side of street;
- 101) Prairie Drive SW, east and south side of street;
- 102) Poplar Drive SW, from 32nd Street SW to 36th Street SW, east side of street;
- 103) Poplar Drive NW, from 32nd Street SW to 33rd Street SW, both sides of street;
- 104) Wolf Creek Road SW, from 32nd Street SW to 36th Street SW, west side of street;
- 105) 36th Street SW, from Poplar Drive SW to Wolf Creek Road SW, south side of street;
- 106) Birch Street SW, even numbered side of street;
- 107) Hawthorn Drive SW, from Birch Street SW to 37th Street SW, east side of street;
- 108) 37th Street SW, from Hawthorn Drive SW to Linden Drive SW, south and west side of street;
- 109) Pine Street SW from 36th Street SW to 37th Street SW, south and east side of street;
- 110) Locust Street SW, from Wolf Creek Road SW to Linden Drive SW, east and north side of street (odd numbered side);
- 111) Linden Drive SW, from Locust Street SW to 37th Street SW, west and south side of street (even numbered side);
- 112) Cedar Avenue SW, from 36th Street SW to 37th Street SW, west side of street;
- 113) Third Street, SE, from Lincoln Street SE to Washington Avenue, SE, north side of street.
- 114) Aspen Drive, NW, north side of Street.
- 115) 13th Street, SE, from Lincoln Street SE to Pleasant Street, SE, south side of street.
- 116) Evergreen Drive, NW, west side of street.
- 117) Tailfeather Drive, NE, north side of street.
- 118) Fourth Street, NW, from Grant Street N to Sycamore Drive NW, north side of street.
- 119) Sixth Street, NW, from Sycamore Drive NW to Evergreen Drive NW, north side of street.
- 120) Sixth Street, NE, from Lincoln Street NE to Grant Street N, north side of street
- 121) Summit Circle, NW, south side of street;
- 122) Third Street, NW, from Evergreen Drive, NW to Sycamore Drive, NW, north side of street;
- 123) Aspen Drive, NE, from James Street, NE, to Lincoln Street, NE, south side of the street;
- 124) Shiloh Rose Parkway, NW, from Mallard Pointe Drive, NW, to 2nd Street, NW, west side of the street;

- 125) Aaron Avenue, NW, from Grant Street, N, to Mulberry Drive, NW, south side of the street;
- 126) Caitlin Court SE, form 292 feet South of 13th Street SE, west side of street;
- 127) Washington Avenue SE, from U.S. Highway 65 to Brick Street SE, both sides of the street;
- 128) Paine Circle SE from 318 feet North of Paine Street SE, west side of street;
- 129) Hawthorn Crossing Drive SE, from U.S. Highway 65 to the end of the street, west side of street;
- 130) Mallard Court NW, from 204 feet south of Mallard Drive NW, west side of the street;
- 131) Colbie Blossom Lane NW, from Mallard Drive NW to end of the street, west side of the street;
- 132) Colbie Blossom Lane NW, from Third Street NW to the end of the street, west side of the street;
- 133) Snyder Street SE, from Second Street NE to Paine Street SE, west side of street;
- 134) Railroad Street, from Main Street NE to Lincoln Street SE, south side of the street;
- 135) Main Street NE, from Second Street NE to Railroad Street, both sides of street;
- 136) Main Street SE, from Third Street SE to Fifth Street SE, west side of street;
- 137) Third Street SW, from Grant Street S to Garfield Street SW, south side of street;
- 138) Washington Avenue SE, from Brick Street SE to Third Street SE, east and north side of street;
- 139) Alexander Parkway NE, from U.S. Highway 65 to Robinson Avenue NE, east side of street;
- 140) Robinson Avenue NE, from abandoned Railroad ROW to end of street, east side of street;
- 141) Paine Street NE, from Alexander Parkway NE to end of street, east side of street;
- 142) Alexander Parkway NE, from U.S. Highway 65 west to the end of street, south side of street;
- 143) McIntosh Court NE, from 404 feet east of Alexander Parkway NE, east side of street;
- 144) McIntosh Drive NE, from Alexander Parkway NE to the end of the street, east and south side of street;
- 145) Caitlin Drive SE, from 13th Street SE to 12th Street SE, west side of street;
- 146) 12th Street SE, from Caitlin Drive SE to Joshua Drive SE, south side of street;
- 147) Joshua Drive SE, from 13th Street SE to 12th Street SE, west side of street;
- 148) Joshua Court SE, from 13th Street SE to Joshua Circle SE, west side of street;
- 149) Joshua Circle SE from 340 feet East of Joshua Court SE, south side of street;
- 150) Michael Street SE, from 13th Street SE north to the end of street, west side of street;
- 151) Dee Street SE, from 13th Street SE north to the end of street, west side of street;
- 152) Cove Street SE, from 13th Street SE to Dee Street SE, west and north side of street;
- 153) Courtyard Drive SE, from Hawthorn Crossing Drive SE to the end of the street, north side of street;
- 154) Seventh Street NE, from 600 feet West of Lincoln Street NE, south side of street;
- 155) James Street NE, from Tailfeather Drive NE to Aspen Drive NE, east side of street;
- 156) Tailfeather Drive NE, from Grant Street N to Cul-De-Sac, north side of street;
- 157) Mulberry Drive NW, from Aspen Drive NW to Aaron Avenue NW, north and west side of street;
- 158) 11th Court NW, from Deer Ridge Drive NW to Cul-De-Sac, north side of street;
- 159) 11th Street NW, from Deer Ridge Drive NW to Mulberry Drive NW, north side of street;
- 160) 12th Court NW, from Deer Ridge Drive NW to Cul-De-Sac, north side of street;
- 161) 13th Street NW, from Deer Ridge Drive NW to Grant Street N, north side of street;

- 162) Sixth Court SE, from 180 feet west of Filmore Avenue SE, south side of street;
- 163) Oxbow Court SW, both sides of street;
- 164) Shiloh Rose Parkway SW, from U.S. Highway 65 north to the end of the street, both sides of street;
- 165) 23rd Street SW, from Shiloh Rose Parkway SW to Franklin Street SW, both sides of street;
- 166) Franklin Street SW, from Second Street NW to U.S. Highway 65, both sides of street;
- 167) NE 62nd Avenue, from Franklin Street SW to West corporate limit, north side of street;
- 168) 32nd Street SW, from U.S. Highway 65 to Grant Street S, both sides of street;
- 169) 32nd Street SE, from Grant Street S to East Corporate Limit, both sides of street;
- 170) 15th Street SW, from Garfield Street SW to West corporate limit, both sides of street;
- 171) Henry Street SW, from 32nd Street SW to end of street, west side of street;
- 172) Commerce Parkway SW, from 32nd Street SW to end of the street, both sides of street;
- 173) 35th Street SW, from Grant Street S to Commerce Parkway SW, both sides of street;
- 174) Landon Drive NW, from Second Street NW north to the end of street, east side of street;
- 175) Fireside Drive NW, from Second Street NW north to the end of the street, east side of street;
- 176) 16th Street NE (NE 86th Avenue), from Grant Street N to Pleasant Street NE, both sides of street;

- (Ordinance No. 05-202)*
- (Ordinance No. 05-219)*
- (Ordinance No. 07-218)*
- (Ordinance No. 08-218)*
- (Ordinance No. 08-220)*
- (Ordinance No. 08-225)*
- (Ordinance No. 09-214)*
- (Ordinance No. 12-209)*
- (Ordinance No. 13-202)*
- (Ordinance No. 13-214)*
- (Ordinance No. 14-205)*
- (Ordinance No. 14-208)*
- (Ordinance No. 14-210)*
- (Ordinance No. 16-209)*
- (Ordinance No. 16-214)*
- (Ordinance No. 16-219)*
- (Ordinance No. 16-221)*
- (Ordinance No. 17-205)*
- (Ordinance No. 17-212)*
- (Ordinance No. 17-215)*
- (Ordinance No. 18-207)*
- (Ordinance No. 190916-215)*
- (Ordinance No. 200601-216)*
- (Ordinance No. 211011-214)*

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 7th day of July 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: June 30, 2025

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. 250630-221, was published as required by law on the XXth day of XXX 2025.

Shelby Hagan
City Clerk



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

Item No. 7.a.
For Meeting of 6/30/2025
Resolution

TITLE: - Resolution authorizing execution of Prairie Meadows Legacy Grant Agreement to secure \$210,000 toward Silo Commons construction and amphitheater naming rights

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution approves the execution of the attached Prairie Meadows Legacy Grant Agreement, which secures \$210,000 in funding for the construction of a new outdoor amphitheater within the [Silo Commons](#) development. As part of this grant, Prairie Meadows will receive naming rights to the amphitheater, a key public space planned as part of the broader revitalization of Bondurant's Grain District.

In early 2025, the City of Bondurant submitted an application to the Prairie Meadows Legacy Grant Program. The request sought \$500,000 to support the construction of the amphitheater structure, with the option to provide naming rights as a component of the proposal. The City was invited to present the project to the Prairie Meadows Board of Directors in May 2025. As a result of this process, Prairie Meadows has awarded \$210,000 in funding specifically for the amphitheater portion of the Silo Commons project, subject to the execution of the attached agreement.

The amphitheater will be integrated into the eastern face of the headhouse silo pack and paired with an adjacent lawn area capable of hosting approximately 850 attendees for outdoor concerts, performances, and community gatherings. Implementation of Silo Commons supports initiatives of the Grain District Downtown Redevelopment Plan.

The current structure cost estimate for the amphitheater itself is \$525,000, where the Prairie Meadows Legacy Grant represents approximately 40% of this structure cost.

In addition to this grant, the City has been invited to submit a full application to the Destination Iowa Grant Program administered by the Iowa Economic Development Authority. The anticipated request through this program is \$562,000. The City has also

initiated a grassroots fundraising campaign (information available [here](#)), aimed at showcasing broad-based community support for the project.

The Prairie Meadows Legacy Grant Agreement includes the following key provisions:

- **Use of Funds:** The \$210,000 grant must be used exclusively for the Grain District Amphitheater & Lawn project as proposed. Any project modifications require written approval from Prairie Meadows.
- **Restrictions:** Funds cannot be used for employee compensation, bonuses, consultants, grant writing, or unrelated administrative expenses.
- **Reporting:** The City must submit a final report detailing project status, total budget, and use of grant funds by a date to be specified by Prairie Meadows.
- **Naming Rights:** Prairie Meadows will receive naming rights for the amphitheater, with the name remaining in place for the facility’s duration. No additional donation will be required to maintain naming rights.
- **Recognition:** Prairie Meadows must be acknowledged in press releases, campaign materials, donor listings, and the City’s annual report.
- **Transparency and Oversight:** Prairie Meadows reserves the right to access project records and conduct financial audits or investigations related to the grant.
- **Compliance:** The City must maintain its tax-exempt status and inform Prairie Meadows of any changes.

FUNDING SOURCE: This will support the Silo Commons Project in The Grain District

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250630-201
2. City of Bondurant - Legacy Grant Agreement

CITY OF BONDURANT
RESOLUTION NO. 250630-201

RESOLUTION AUTHORIZING EXECUTION OF PRAIRIE MEADOWS LEGACY
GRANT AGREEMENT TO SECURE \$210,000 TOWARD SILO COMMONS
CONSTRUCTION AND AMPHITHEATER NAMING RIGHTS

WHEREAS the City of Bondurant has developed a comprehensive vision for revitalizing its historic Grain District, including the construction of a new outdoor amphitheater within the Silo Commons development; AND

WHEREAS in early 2025, the City submitted a funding request to the Prairie Meadows Legacy Grant Program in the amount of \$500,000 to support the amphitheater structure, with the proposal including the potential for naming rights; AND

WHEREAS the City of Bondurant was invited to present the project to the Prairie Meadows Board of Directors in May 2025, resulting in a grant award of \$210,000 specifically for the Grain District Amphitheater & Lawn, contingent upon execution of a formal grant agreement; AND

WHEREAS the Prairie Meadows Legacy Grant Agreement provides that the \$210,000 be used exclusively for the construction of the amphitheater and adjacent lawn area; AND

WHEREAS the terms of the Legacy Grant Agreement include naming rights for Prairie Meadows for the duration of the amphitheater's use, as well as provisions for project oversight, financial transparency, and public recognition of Prairie Meadows' contribution; AND

WHEREAS additional funding efforts are underway, including an invitation to submit a full application to the Iowa Economic Development Authority's Destination Iowa Grant Program for an anticipated \$562,000, and a grassroots campaign demonstrating community support for the project; AND

WHEREAS the City of Bondurant expresses its sincere appreciation to Prairie Meadows for their generous investment in this project, which will enhance quality of life, promote cultural enrichment, and support continued revitalization of the community's historic core;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Mayor is hereby authorized to execute the Prairie Meadows Legacy Grant Agreement as presented, securing \$210,000 in funding for the construction of the Silo Commons amphitheater and granting naming rights to Prairie Meadows.

Passed this 30th day of June,

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				



Prairie Meadows Legacy Grant Agreement

City of Bondurant

As a condition of the \$210,000 Prairie Meadows Legacy Grant to City of Bondurant, for the Grain District Amphitheater & Lawn, the undersigned agrees:

- 1) To use the Legacy Grant only for the above-stated project. Any modification of the project, as presented in the Legacy Grant application, must be submitted in writing to Prairie Meadows for approval.
- 2) That not a single portion of the Legacy Grant be used for personnel compensation or bonuses to any employee of the recipient organization or the governing organization. Funds also may not be used to pay for campaign consultants, grant writers or other expenses outside of the actual project.
- 3) To submit a final report on the accomplishments of the above-stated project. Prairie Meadows will provide the report and indicate the date on which it is to be completed. The report must include a detailed project status, complete statement of how the Legacy Grant was utilized, listing of funds secured, and project budget to date, as well as other information about the project.
- 4) An Applicant may not request a Legacy Grant if it has received a Legacy Grant for the same project within four years of the date of application. However, the recipient of a Legacy Grant for one project shall not preclude an Applicant from receiving another Legacy Grant for a separate and distinct project, as determined by the Board of Directors of Prairie Meadows, in its sole discretion.
- 5) To provide and protrude a mutually beneficial and respectable relationship with Prairie Meadows. This includes communications with the recipient's board of directors, staff and volunteers, project partners, the media and general public.
- 6) Not to amend its Articles of Incorporation or do anything that is inconsistent with the charitable purposes contained in the Articles of Incorporation.
- 7) To give Prairie Meadows written notice if there is a change in the organization's status as a tax-exempt entity as recognized by the determination letter from the Internal Revenue Service.
- 8) To permit Prairie Meadows, at its request, to have complete access to the grantee's files and records for the purpose of making such financial audits, verifications and investigations it deems necessary concerning the grant.

9) That Prairie Meadows will receive recognition for the Legacy Grant at a minimum as follows:

- Listing in Annual Report
- Campaign Documentation
- Donor Listing for above-stated project
- Press Release issued by recipient organization announcing the donation
- **Naming** (*please fill-in*): _____

10) That the Prairie Meadows Community Relations Department and the recipient organization both agree upon the naming opportunity as listed above. The naming will remain intact for the duration of the facility and no other financial donation is needed to keep the above naming in place outside of the Legacy Grant.

11) That the Prairie Meadows Community Relations Department and the recipient organization both agree to the above-listed items and will work together to carry out all details of the above through a working relationship.

City of Bondurant

Prairie Meadows

(Signature)

(Signature)

(Print Name)

(Print Name)

(Date)

(Date)



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

Item No. 7.b.
For Meeting of 6/30/2025
Resolution

TITLE: - Resolution approving Energy Efficiency Incentive Agreement with MidAmerican Energy for the Bondurant Parks and Recreation Event Center (The Station)

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator
Katie Klus, Communication & Events Coordinator

BRIEF HISTORY & ANALYSIS:

The Bondurant Parks and Recreation and Event Center (The Station), a renovation of the former Police/Fire Station located at 101 Grant Street N, has been pre-approved by MidAmerican Energy Company for participation in its CNC incentive program. The project design incorporates energy-saving strategies outlined in Bundle 2, which was selected by the City on June 6, 2025. The implementation of this bundle will support the City's sustainability goals and is expected to significantly reduce energy consumption and operational costs upon completion.

Key project milestones include:

- **Construction Documents Completion:** July 21, 2025
- **Construction Start:** September 1, 2025
- **Anticipated Occupancy:** June 1, 2026

Energy Savings and Incentive Summary

According to the Bundle Requirements Document and the preapproval letter:

- **Estimated Energy Cost Savings:** \$4,642 annually

- **Electric Consumption Savings:** 42,153 kWh annually (35%)
- **Natural Gas Consumption Savings:** 1,967 Therms annually (60%)
- **Estimated MidAmerican Energy Incentive:** \$9,836
 - Electric Incentive: \$6,492
 - Natural Gas Incentive: \$3,344

The bundle includes mechanical upgrades (e.g., high-efficiency HVAC units, demand-controlled ventilation), architectural enhancements (R-20 wall insulation, R-30 roofing, efficient glazing), and lighting controls to reduce peak energy usage and improve building efficiency.

The attached resolution approves the energy efficiency incentive agreement and authorization for the City Administrator to sign and submit the Construction Letter to MidAmerican Energy Company, thereby confirming the City's intent to proceed with the selected energy strategies and receive the associated incentive following verification.

FUNDING SOURCE: This will be a revenue item for the project's capital fund. The project is supported by grants and Local Option Sales and Services Tax, as well as bonds, to be repaid with TIF and General Obligation.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250630-202
2. 20250369_Bundle_Requirements_Document_20250626
3. 20250369_Construction_Letter_20250626

CITY OF BONDURANT
RESOLUTION NO. 250630-202

A RESOLUTION APPROVING AN ENERGY EFFICIENCY INCENTIVE AGREEMENT WITH MIDAMERICAN ENERGY COMPANY FOR THE BONDURANT PARKS AND RECREATION EVENT CENTER ("THE STATION") AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

WHEREAS the City of Bondurant is undertaking a renovation project for the Parks and Recreation Event Center, formerly known as the Bondurant Police/Fire Station, located at 101 Grant Street N, and known as "The Station"; and

WHEREAS the City has applied for and been preapproved to participate in MidAmerican Energy Company's Commercial New Construction (CNC) Program for energy efficiency incentives; and

WHEREAS the City has selected Bundle 2 of energy-saving strategies as proposed by Willdan, MidAmerican's program contractor, which includes upgrades in HVAC systems, lighting controls, building insulation, and mechanical systems; and

WHEREAS implementation of the selected strategies is estimated to result in an annual energy cost savings of approximately \$4,642 and reduce electricity and natural gas usage significantly, with a projected total incentive of \$9,836, subject to verification upon project completion; and

WHEREAS MidAmerican Energy Company requires execution of the Construction Incentive Agreement in order to reserve and process the City's incentive package for The Station project;

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

1. The City of Bondurant hereby approves the Energy Efficiency Incentive Agreement with MidAmerican Energy Company related to the Parks and Recreation Event Center project known as The Station.
2. The City Administrator is hereby authorized and directed to execute the Construction Letter and any related documentation required to enroll in the program and secure the incentive funds, in accordance with the terms outlined in the agreement.
3. This Resolution shall take effect immediately upon its passage and approval.

Passed this 30th day of June,

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				



COMMERCIAL NEW CONSTRUCTION PROGRAM

Bundle Requirements Document

Bondurant Parks and Rec Event Center
Bondurant, IA



June 26, 2025
20250369

Prepared for



877.939.1874
midamericanenergy.com

by



877.938.1588
www.willdan.com

Executive Summary

This document details the selected strategies, an approximate timeline for verification, and the submittal information that we will need to complete the process. During analysis, the project team and Willdan worked together to understand how the building will use energy and where cost-effective savings can be realized through design.



Enrollment



Analysis



Results



Verification



Incentives

Willdan serves as a resource to verify that the accepted measures are installed. Construction completion is estimated on June 1, 2026. Verification generally includes the following:

- Willdan sends a Bundle Requirements Document to the project team to assure that the selected bundle is implemented, tailored to the Selected Bundle strategies. – **This Document**
- One month before construction completion, Willdan will request the most recent version of Construction Documents and Specifications (electronic format).
- When the building is completed and occupied, Willdan conducts field verification of the installed strategies.
- Willdan completes a field Verification Report, as to status of strategy implementation, and circulates to the design team.
- MidAmerican Energy Company provides the incentive payment to the owner based on the final Verification Report.







The estimated MidAmerican Energy Company incentive is **\$9,836**.

This document includes:

- Whole building results summary – this section includes savings from energy sources
- List of Selected Strategies – summary list of strategies and their relative impacts
- Selected Strategies and Requirements – detailed requirements for individual strategies
- Detailed Appendices – utility incentive calculations and detailed energy model results

Whole Building Results Summary

The following results are based on an ASHRAE 90.1-2010 baseline.

	Baseline	Selected Bundle	Verified Bundle
	Annual Energy Cost	\$12,526	\$7,884
	Annual Energy Cost Savings		\$4,642
	% Annual Energy Cost Savings		37%
	Annual Electric Consumption (kWh)	119,697	77,543
	Annual Electric Consumption Savings		42,153
	% Annual Electric Consumption Savings		35%
	Electric Peak (kW)	55	35
	Electric Peak Savings		20
	% Electric Peak Savings		37%
	Annual Gas Consumption (Therm)	3,286	1,319
	Annual Gas Consumption Savings		1,967
	% Annual Gas Consumption Savings		60%
	EUI (kBtu/sf/yr) (kBtu/ft ² /yr)	89.4	48.1
	EUI Savings		41.3
	% EUI Savings		46%
	MidAmerican Energy Company Estimated Incentive		\$9,836

The verification process is designed to assist the project team in knowing whether or not the strategies are installed as expected. If strategies are not found as expected, notification is given so corrections can be made. If some of the chosen strategies are not implemented within the selected bundle, MidAmerican Energy Company will adjust the incentive amount.

List of Selected Strategies

The following pages include a summary list of the selected strategies. Please confirm the project timing and inform us if any of these strategies are no longer planned for implementation.

Space Asset Area	Strategy Description	Portion of Total \$ Savings Modeled
HVAC	Difference between utility baseline system and proposed design mechanical system (see details on following pages)	1%
	Mechanical	
RTU Multipurpose	Variable speed fan at 67% minimum flow	15%
RTU Multipurpose	20% improved DX cooling efficiency	5%
RTU Multipurpose	High efficiency DX compressor part load performance	3%
RTU Multipurpose	82% efficient gas furnace	< 1%
RTU Multipurpose	Total heat recovery	15%
RTU Multipurpose	Destratification fans in high bay spaces for Multipurpose Room	5%
RTU Multipurpose	Occupancy sensor control of zone temperature for Multipurpose Room	2%
RTU Multipurpose	Demand control ventilation for Multipurpose Room	19%
RTU Admin	Variable speed fan at 67% minimum flow	8%
RTU Admin	20% improved DX cooling efficiency	< 1%
RTU Admin	82% efficient gas furnace	< 1%
RTU Admin	Total heat recovery	< 1%
	Architectural	
Multipurpose Room	Wall R-20	1%
Multipurpose Room	Roof R-30	2%
Multipurpose Room	Glazing medium solar gain, improved metal frame	3%
Multipurpose Room	40% window to wall area ratio	-8%
Administration Area	Wall R-20	< 1%
Administration Area	Roof R-30	1%
Administration Area	Glazing medium solar gain, improved metal frame	2%
Administration Area	30% window to wall area ratio	2%
Corridor and Mechanical rooms	Wall R-20	< 1%

Space Asset Area	Strategy Description	Portion of Total \$ Savings Modeled
Corridor and Mechanical rooms	Roof R-30	< 1%
Corridor and Mechanical rooms	Glazing medium solar gain, improved metal frame	2%
Corridor and Mechanical rooms	30% window to wall area ratio	1%
Electrical		
Facility	Exterior tradable site lighting reduced to 1.80 kW	6%
Facility	Exterior lighting, automatic daylight shutoff, aggressive turndown (50%)	2%
Multipurpose Room	Dimming daylighting control, 50% of daylightable area	< 1%
Multipurpose Room	Vacancy sensor controls, 50% of space	1%
Multipurpose Room	Lighting power in Multipurpose Room reduced to 0.60 W/ft ²	4%
Administration Area	Dimming daylighting control, 50% of daylightable area	< 1%
Administration Area	Vacancy sensor controls, 50% of space	< 1%
Administration Area	Lighting power in Administration Area reduced to 0.54 W/ft ²	3%
Corridor and Mechanical rooms	Vacancy sensor controls, 50% of space	< 1%
Corridor and Mechanical rooms	Lighting power in Corridor and Mechanical rooms reduced to 0.54 W/ft ²	< 1%
Service Water Heating		
Facility	95% SWH efficiency	< 1%
Total Savings		100%

Selected Strategies and Requirements

This section outlines the key design parameters for each measure. These parameters form the basis for projected energy savings and incentives, and will be used during the verification phase to confirm that each measure has been implemented as planned.

To receive the full incentive, all measures must be verified as functionally installed, and each measure must meet or exceed the Design Requirements listed in the tables below.

Mechanical Strategies

Baseline Mechanical System

Administration Area: Single Zone Air Handler with Gas Furnace heating and DX cooling

Multipurpose Room: Single Zone Air Handler with Gas Furnace heating and DX cooling

Corridor and Mechanical rooms: electric coil heat

Proposed Mechanical System

Administration Area: single zone air handler with gas furnace and DX

Multipurpose Room: single zone air handler with gas furnace and DX

Corridor and Mechanical rooms: single zone air handler with electric coil

Mechanical

Space Asset Area	Strategy Description	Design Requirements														
RTU Multipurpose	Variable speed fan at 67% minimum flow	Achieve variable air flow down to {FanMinimumFlowRatio:0%} of design flow to meet varying load conditions in the space through technologies such as variable frequency drives, electronically commutated motors, or other adaptive controls.														
RTU Multipurpose RTU Admin	20% improved DX cooling efficiency	Improve full load AHRI cooling efficiency to values shown in the table below based on cooling equipment design size: <table border="1" data-bbox="917 1633 1416 1917"> <thead> <tr> <th>Size (tons)</th> <th>Efficiencies (EER)</th> </tr> </thead> <tbody> <tr> <td>0 - 2.5</td> <td>12.29</td> </tr> <tr> <td>2.5 - 5.42</td> <td>13.01</td> </tr> <tr> <td>5.42 - 11.25</td> <td>13.20</td> </tr> <tr> <td>11.25 - 20</td> <td>12.96</td> </tr> <tr> <td>20 - 63.35</td> <td>11.76</td> </tr> <tr> <td>63.35 - 10000</td> <td>11.40</td> </tr> </tbody> </table>	Size (tons)	Efficiencies (EER)	0 - 2.5	12.29	2.5 - 5.42	13.01	5.42 - 11.25	13.20	11.25 - 20	12.96	20 - 63.35	11.76	63.35 - 10000	11.40
Size (tons)	Efficiencies (EER)															
0 - 2.5	12.29															
2.5 - 5.42	13.01															
5.42 - 11.25	13.20															
11.25 - 20	12.96															
20 - 63.35	11.76															
63.35 - 10000	11.40															

Space Asset Area	Strategy Description	Design Requirements
RTU Multipurpose RTU Admin	High efficiency DX compressor part load performance	Reduce the minimum compressor unloading ratio to 20%. Compressor cycling will be utilized below 20% loading. This is most effectively accomplished with a digital scroll compressor, but could be achieved with multiple staged compressors. Digital compressor controls generally result in part load efficiency (IEER) about 1-3 points higher than the full load efficiency (EER), e.g. 10 EER/13 IEER. Note: IEER ratings include fan energy. Variable volume fans can increase an IEER by about 2 points depending on the unit size. Pairing variable air volume with digital scroll compressor controls can result in part load efficiencies in the range of 12-15 IEER.
RTU Multipurpose RTU Admin	82% efficient gas furnace	Provide a natural gas furnace with 82% thermal efficiency. Furnaces with greater than 90% efficiency typically require a condensing furnace.
RTU Multipurpose	Destratification fans in high bay spaces for Multipurpose Room	Install destratification fans in high bay spaces to keep zone air well mixed and improve thermal comfort.
RTU Multipurpose	Occupancy sensor control of zone temperature for Multipurpose Room	Allow the thermostat set points of spaces to float or reset the thermostat set points to unoccupied levels based on the occupancy for enclosed spaces such as classrooms and private offices.

Conditioning of Outside Air

Space Asset Area	Strategy Description	Design Requirements
RTU Multipurpose RTU Admin	Total heat recovery	Install total heat recovery with 75% effective sensible and latent heat recovery on 80% of the building exhaust air. This strategy may be achieved with technology like rotating heat exchangers or cross flow heat exchangers. Note that this requires the airstreams to have some mixing.

Space Asset Area	Strategy Description	Design Requirements
RTU Multipurpose	Demand control ventilation for Multipurpose Room	Use CO2 sensors, occupancy sensor control of zone ventilation, or other methodology to reduce the outdoor air during times of partial occupancy.

Architectural Strategies

Wall

Space Asset Area	Strategy Description	Design Requirements
Multipurpose Room Administration Area Corridor and Mechanical rooms	Wall R-20	Install a wall with a total thermal resistance, including thermal bridging of R-20 (U-0.050).

Roof

Space Asset Area	Strategy Description	Design Requirements
Multipurpose Room Administration Area Corridor and Mechanical rooms	Roof R-30	Install a roof with a total thermal resistance, including thermal bridging of R-30 (U-0.033).

Glazing

Space Asset Area	Strategy Description	Design Requirements
Multipurpose Room Administration Area Corridor and Mechanical rooms	Glazing medium solar gain, improved metal frame	Unit U-factor: 0.36 Center of glass U-factor: 0.30 Solar heat gain coefficient (SHGC): 0.29 Visible transmittance (VT): 0.39
Multipurpose Room	40% window to wall area ratio	Design overall window to wall area ratio for the Space Asset Area of 40%.
Administration Area Corridor and Mechanical rooms	30% window to wall area ratio	Design overall window to wall area ratio for the Space Asset Area of 30%.

Electrical Strategies

Daylighting Control

Space Asset Area	Strategy Description	Design Requirements
Multipurpose Room Administration Area	Dimming daylighting control, 50% of daylightable area	Provide automatic dimming (down to 10%) daylighting controls for 50% of the area with daylight harvesting potential. Dimming daylighting controls are assumed for the first 15 feet (4.57 meters) from the perimeter walls or two window head heights, whichever is smaller.

Lighting Controls

Space Asset Area	Strategy Description	Design Requirements
Multipurpose Room Administration Area Corridor and Mechanical rooms	Vacancy sensor controls, 50% of space	Provide vacancy sensors in 50% of the applicable spaces within the Space Asset Area such that manual switches are used to turn lights on and the sensors automatically turn lights off when the space is unoccupied.

Lighting Power Density

Space Asset Area	Strategy Description	Design Requirements
Facility	Exterior tradable site lighting reduced to 1.80 kW	Reduce tradable exterior site lighting power by 40% below the Baseline allowance. This may be accomplished through lighting technology like LEDs or high efficacy lighting and careful lighting layouts that provide sufficient lighting.

Space Asset Area	Strategy Description	Design Requirements
Facility	Exterior lighting, automatic daylight shutoff, aggressive turndown (50%)	Provide automatic daylight shutoff controls, such as a photosensor and time switch or an astronomical time switch, that automatically turn exterior lighting on at sunset and off at sunrise when sufficient daylight is available. Controls are assumed to provide an aggressive turndown that reduces the general exterior lighting by 50% when not needed during nighttime when building is closed.
Multipurpose Room	Lighting power in Multipurpose Room reduced to 0.60 W/ft ²	Reduce lighting power density by 40% below the baseline specified by Space Asset Area allowances. This may be accomplished through lighting technology like LEDs or high efficacy lighting and careful lighting layouts that provide sufficient lighting for space activities.
Administration Area Corridor and Mechanical rooms	Lighting power in Administration Area, Corridor and Mechanical rooms reduced to 0.54 W/ft ²	Reduce lighting power density by 40% below the baseline specified by Space Asset Area allowances. This may be accomplished through lighting technology like LEDs or high efficacy lighting and careful lighting layouts that provide sufficient lighting for space activities.

Other Strategies

Service Water Heating

Space Asset Area	Strategy Description	Design Requirements
Facility	95% SWH efficiency	Install a natural gas service hot water heater with a 95% efficiency rating. Heaters with greater than 90% efficiency typically require a condensing heat exchanger.

Appendix A. Utility Bundle Results and Incentive

The Commercial New Construction Program promotes the implementation of cost-effective bundles of strategies by proposing cash incentives to reduce the added cost of implementing the selected energy conserving strategies.

The incentive offers listed on the following pages make the presumption that the selected bundle will be implemented in its entirety. Any changes from the specifications of the selected bundle should be reported to Willdan. If it is deemed that these changes would have a significant impact on energy, then MidAmerican Energy Company will make adjustments to the incentives accordingly.

*** Please note that at this time the incentive is an estimate. The incentive will be confirmed upon verification and any subsequent strategy modifications.**

Energy Parameter	Baseline	Bundle 2*
Building Results		
Energy Cost	\$12,526	\$7,884
Energy Cost Savings		\$4,642
Percent Energy Cost Savings		37%
Electric Demand (kW)	55 kW	35 kW
Electric Demand Savings		20 kW
Percent Electric Demand Savings		37%
Electric Consumption	119,697 kWh	77,543 kWh
Electric Consumption Savings		42,153 kWh
Percent Electric Consumption Savings		35%
Gas Consumption	3,286 Therm	1,319 Therm
Gas Consumption Savings		1,967 Therm
Percent Gas Consumption Savings		60%
Gas Peak Day Savings		26 Therm
Percent Gas Peak Day Savings		60%
Total Results		
Electric Incremental First Cost		\$22,532
Gas Incremental First Cost		\$30,094
MidAmerican Energy Company Electric Incentive		\$6,492
MidAmerican Energy Company Gas Incentive		\$3,344
Estimated Total Incentive **		\$9,836
Simple Payback with Incentive		9.2

* The figures in Bundle 2 are reprinted from the June 9, 2025 Results Meeting Minutes for this project, which were the basis for the original energy savings projections.

**MidAmerican Energy Company's Commercial New Construction incentives cannot reduce the simple payback below one year, may not exceed 70% of the total bundled incremental strategy costs, and are capped at \$1,000,000 per building.

Energy Parameter	Baseline	Bundle 2
Building Results		
Energy Use Intensity (EUI)	89.4 kBtu/ft ² /yr	48.1 kBtu/ft ² /yr
EUI Savings		41.3 kBtu/ft ² /yr
Percent EUI Savings		46%

Note: Subject to the following qualifications, the computer model offers sophisticated predictions of energy savings with estimations as good as any other means available for a building that has not been built.

The strategy and bundle results compare relative differences in net energy use for design alternatives. The results are not appropriate for system design and/or equipment selection; these are responsibilities of the registered design professionals of record.

The actual energy use of this building will be different from simulated results. Building systems and other operating parameters provided by the design team and modeled by Willdan approximate actual conditions, but differences in weather, operating parameters, occupancy level, and changes that occur through the bidding and construction process will result in annual energy costs that will be different from what is predicted here. However, when a bundle of strategies is selected relative to other alternatives, its energy (and dollar) conserving value can be expected to remain constant relative to the other alternatives, and the magnitude of the cost should be approximately as predicted.

Thus, implementation of a bundle of strategies offers the opportunity for energy savings, but the realization of those savings is the responsibility of the owner/operator of the building – not MidAmerican Energy Company or Willdan. Savings are not guaranteed.

Appendix B. Project Information

Building Summary		
Location	Bondurant, IA	
Narrative	Police/Fire Station renovation	
Space Asset Areas	Area	Number of Stories
Multipurpose Room	4,130 ft ²	1
Administration Area	2,750 ft ²	1
Corridor and Mechanical rooms	1,359 ft ²	1
Total	8,239 ft²	1
Exterior lighting	Approximately 8,640 SF parking and 3,800 SF patio and walkways	
Utilities		
Electric Utility	MidAmerican Energy Company	
Gas Utility	MidAmerican Energy Company	
Schedule		
Construction Documents Complete	07/21/2025	
Construction Start	09/01/2025	
Occupancy	06/01/2026	
Baseline Reference	Utility protocol baseline based on ASHRAE 90.1-2010 Appendix G	
Other Notes		
Systems Summary		
Selected HVAC	Administration: DX/Gas furnace Multipurpose: RTU DX/Gas with ERV Other spaces: Electric unit heaters Include: Destratification fans, VFDs, ECMs Options: Demand controls	

Appendix C. Isolated Selected Strategy Results

The savings indicated is based on the performance of the individual strategy relative to the proposed HVAC system illustrating the impact of each strategy alone. The reported savings does not account for the interaction between multiple strategies, and as a result, the summation of the individual savings *may* not equal the total anticipated savings. The savings shown for the proposed HVAC system are in comparison to the baseline mechanical system.

Space Asset Area	Strategy Description	Peak kW Savings	kWh Savings	Gas Savings (Therm)	Energy Cost Savings	Inc. Cost Electric	Inc. Cost Gas
Selected HVAC	See Appendix B	0.3	886	0	\$73	-\$1	\$0
RTU Multipurpose	Variable speed fan at 67% minimum flow	3.7	14,810	-342	\$811	\$2,658	\$0
RTU Multipurpose	20% improved DX cooling efficiency	5.6	2,712	0	\$253	\$2,902	\$0
RTU Multipurpose	High efficiency DX compressor part load performance	0.9	2,083	0	\$190	\$2,806	\$0
RTU Multipurpose	82% efficient gas furnace	0	0	60	\$46	\$0	\$128
RTU Multipurpose	Total heat recovery	4.3	-1,745	1,157	\$823	\$0	\$7,947
RTU Multipurpose	Destratification fans in high bay spaces for Multipurpose Room	-0.1	132	339	\$264	\$21	\$5,629
RTU Multipurpose	Occupancy sensor control of zone temperature for Multipurpose Room	0.3	395	79	\$95	\$330	\$591
RTU Multipurpose	Demand control ventilation for Multipurpose Room	1.5	1,448	1,175	\$1,044	\$189	\$1,340
RTU Admin	Variable speed fan at 67% minimum flow	1.7	7,297	-136	\$412	\$2,505	\$0
RTU Admin	20% improved DX cooling efficiency	0.7	520	0	\$49	\$1,933	\$0
RTU Admin	82% efficient gas furnace	0	0	16	\$13	\$0	\$86
RTU Admin	Total heat recovery	0.2	-1,389	110	\$3	\$0	\$7,529
Multipurpose Room	Wall R-20	0.1	202	60	\$62	\$290	\$909

Space Asset Area	Strategy Description	Peak kW Savings	kWh Savings	Gas Savings (Therm)	Energy Cost Savings	Inc. Cost Electric	Inc. Cost Gas
Multipurpose Room	Roof R-30	0.2	233	104	\$99	\$561	\$2,362
Multipurpose Room	Glazing medium solar gain, improved metal frame	0.8	1,313	104	\$191	\$1,132	\$833
Multipurpose Room	40% window to wall area ratio	-1.9	-3,504	-180	-\$443	\$0	\$0
Administration Area	Wall R-20	0	41	19	\$18	\$67	\$234
Administration Area	Roof R-30	0.1	132	67	\$63	\$340	\$1,606
Administration Area	Glazing medium solar gain, improved metal frame	0.3	566	106	\$131	\$427	\$738
Administration Area	30% window to wall area ratio	0.3	466	68	\$92	\$0	\$0
Corridor and Mechanical rooms	Wall R-20	0	317	0	\$17	\$212	\$0
Corridor and Mechanical rooms	Roof R-30	0	874	0	\$47	\$962	\$0
Corridor and Mechanical rooms	Glazing medium solar gain, improved metal frame	0	1,752	0	\$96	\$820	\$0
Corridor and Mechanical rooms	30% window to wall area ratio	0	1,076	0	\$59	\$0	\$0
Facility	Exterior tradable site lighting reduced to 1.80 kW	0	4,471	0	\$309	\$1,751	\$0
Facility	Exterior lighting, automatic daylight shutoff, aggressive turndown (50%)	0	1,315	0	\$89	\$639	\$0
Multipurpose Room	Dimming daylighting control, 50% of daylightable area	-0.2	-348	5	-\$22	-\$433	\$0
Multipurpose Room	Vacancy sensor controls, 50% of space	0.3	1,309	-21	\$77	\$372	\$0
Multipurpose Room	Lighting power in Multipurpose Room reduced to 0.60 W/ft ²	1.1	3,746	-60	\$225	\$1,010	\$0

Space Asset Area	Strategy Description	Peak kW Savings	kWh Savings	Gas Savings (Therm)	Energy Cost Savings	Inc. Cost Electric	Inc. Cost Gas
Administration Area	Dimming daylighting control, 50% of daylightable area	0.1	161	-3	\$8	-\$113	\$0
Administration Area	Vacancy sensor controls, 50% of space	0.1	481	-7	\$30	\$99	\$0
Administration Area	Lighting power in Administration Area reduced to 0.54 W/ft ²	0.9	2,718	-40	\$164	\$672	\$0
Corridor and Mechanical rooms	Vacancy sensor controls, 50% of space	0	106	0	\$8	\$49	\$0
Corridor and Mechanical rooms	Lighting power in Corridor and Mechanical rooms reduced to 0.54 W/ft ²	0.3	594	0	\$52	\$332	\$0
Facility	95% SWH efficiency	0	0	36	\$26	\$0	\$161

Appendix D. Project Participants

Name	Company
Marketa Oliver	City of Bondurant
Cory Sharp	FEH Design
Robert Dusenberry	KCL Engineering
Lucas Wardenburg	KCL Engineering
Nate Weitzl	Bolton & Menk, Inc.
Leslie Luster	MidAmerican Energy Company
Wade Warnecke	MidAmerican Energy Company
Marc Helm	Willdan
Dave Huntsman	Willdan

For program information:

877-938-1588

cnc@willdan.com

June 26, 2025

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

Dear Marketa Oliver:

MidAmerican Energy Company is pleased to preapprove the Bondurant Parks and Rec Event Center project for a Commercial New Construction incentive. The amount below is based on your June 6, 2025, selection of Bundle 2.

Estimated Electric Incentive	\$6,492
Estimated Natural Gas Incentive	\$3,344
Total Estimated MidAmerican Energy Incentive	\$9,836

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

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

Construction Completion Date June 1, 2026

Project Address 101 Grant St N
Bondurant, IA 50035

Incentive Recipient City of Bondurant
Attn: Marketa Oliver
200 2nd St NE
Bondurant, IA 50035

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

Sincerely,



Wade Warnecke
Energy Efficiency Manager

Cc:

Marc Helm
Dave Huntsman

COMMERCIAL NEW CONSTRUCTION (CNC) TERMS AND CONDITIONS

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

CUSTOMER ELIGIBILITY

Program Participant must meet the following customer eligibility requirements:

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

CUSTOMER FACILITY

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

INDEPENDENT EVALUATION

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

INCENTIVES

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

PROGRAM CHANGES

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

INDEMNIFICATION

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

CUSTOMER ACCEPTANCE

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

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

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

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

Full Name

Title

Signature

Date

Payment Information

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

Construction Completion Date _____

Project Address _____

Incentive Recipient _____

Incentive Mailing Address _____