

**Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/84455942471>*

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
AUGUST 4, 2025**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on August 4, 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. Approval of July 21, 2025, City Council Meeting Minutes
- b. Claims List
- c. Applications for Council Approval
- d. R-250804-226- Resolution approving the Consulting Engagement with Eide Bailly LLP for professional services related to the conversion to accrual accounting
- e. R-250804-227- Resolution approving moratorium on Accessory Dwelling Units pending the finalization of an updated Zoning Code
- f. R-250804-228- Resolution approving amendment to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area (CVB 28E)
- g. R-250804-229- Resolution authorizing City staff to execute the Land & Water Conservation Fund Grant Agreement between the City of Bondurant and the Iowa DNR for funding to assist with the construction of the East Side CVT Trail Improvements
- h. R-250804-230- Resolution updating the depository maximum amounts for 2025
- i. R-250804-231- Resolution approving pay request no. 8 to Alliance Construction Group LLC for the Civic Campus Improvements Phase 2 Project in the amount of \$406,372.28

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

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

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- j. R-250804-232- Resolution approving pay request no. 4 to Manatt's Inc for the 2nd St. NW Widening Project in the amount of \$94,179.40
- k. R-250804-233- Resolution of endorsement for the City of Bondurant's grant application to the State of Iowa's Resource Enhancement and Protection Act (REAP) grant program for funding to assist with the development efforts for Pleasantview Park
- l. R-250804-234- Resolution approving an amended Parking Lot Cost Share Development Agreement with DeepV PLLC for a parking lot expansion project at 106/108 Main Street, NE
- m. R-250804-235- Resolution approving a Public Parking Easement Agreement between the City of Bondurant and DeepV PLLC regarding the parking lot expansion project at 106/108 Main Street, NE
- n. R-250804-236- Resolution approving NE Jorie Way Acquisition Plat
- 7. **Public Hearing**
 - a. Public hearing - Regarding vacation of portions of the Lincoln Street, NE right-of-way in the Grain District
- 8. Action Items
 - a. R-250804-237- Resolution vacating of portions of the Lincoln Street, NE right-of-way in the Grain District
- 9. Discussion Items
 - a. Follow-up discussion regarding Bondurant Soccer Club's Irrigation Funding Request for \$30,000
- 10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
- 11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
- 12. Adjournment

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

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BONDURANT CITY COUNCIL
Minutes
July 21, 2025
Bondurant City Council

1. Roll Call

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

City Officials Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Public Works Director John Horton, Fire Chief Aaron Kreuder, Assistant Fire Chief Anthony Rauterberg, Planning & Community Development Director Maggie Murray, City Planner Isaac Pezley, City Engineer Greg Roth

2. Call to Order and Declaring a Quorum

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

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Cox, seconded by Driscoll, to approve the agenda. Vote on Motion 5-0. Motion carried.

5. Presentations

a. Bondurant Soccer Club regarding Irrigation Funding Request

Jason Greubel, Vice President of the Bondurant Soccer Club, presented a proposal requesting \$30,000 in City capital funding and an annual allocation of up to 1,000,000 gallons of City water in drought years to support the installation of an in-ground automatic irrigation system at the soccer complex, highlighting current safety concerns and the urgency to meet upcoming grant deadlines. The Council discussed the request in detail, including potential funding options, the needs of other City parks, the availability and timing of grant opportunities, and the broader implications for equitable support of recreational facilities.

6. Guests requesting to address the City Council

None.

7. Consent Agenda:

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

**A virtual meeting was offered.*

- a. Approval of July 7, 2025, City Council Meeting Minutes
- b. Claims List & Treasurer's Report
- c. Applications for Council Approval
- d. Receive & File - BES June Monthly Report
- e. Receive & File - June 4, 2025, Library Board Meeting Minutes & Director's Report
- f. R-250721-213- Resolution setting date for Public Hearing regarding vacation of portions of the Lincoln Street, NE right-of-way
- g. R-250721-214- Resolution approving change order no. 3 to Ball Team LLC. for the Bondurant City Park Phase 2 Reconstruction Project in the amount of \$13,374.00
- h. R-250721-215- Resolution approving pay request no. 7 to Ball Team LLC for the Bondurant City Park Reconstruction Phase 2 Project in the amount of \$356,200.84
- i. R-250721-216- Resolution considering Plat of Survey to create Parcel '2025-90' located in the McCleary Meadows Industrial Park
- j. R-250721-218- Resolution approving the professional services agreement with Veenstra & Kimm for the design of the Truman Drive Phase 2 Public Infrastructure Improvements in a not to exceed amount of \$158,400
- k. R-250721-219- Resolution approving professional service agreement with Veenstra & Kimm for construction observation services for all 3-project associated with Truman Drive, NE Public Improvements
- l. R-250721-220- Resolution approving pay request no. 10 to Gerard Tank & Steel for the Water Tower Project in the amount of \$188,100.00
- m. R-250721-221- Resolution approving Updates to Employment Agreement

**A virtual meeting was offered.*

- n. R-250721-222- Resolution approving pay request No. 12 to Gerard Tank & Steel for the Water Tower Project in the amount of \$223,463.75
- o. R-250721-225- Resolution approving pay request No. 10 to Ryan Companies for the Bondurant Emergency Services Facility Project in the amount of \$1,323,697.57
Motion by Cox, seconded by Driscoll, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None.
Absent: None. Motion carried 5-0.

8. **Public Hearing**

- a. Public Hearing regarding the Plans, Specifications, Estimate, and Award of Contract for The Garden Project
Mayor Elrod opened the public hearing at 06:32 PM.

City Administrator Oliver provided an update on the project, informing the Council and the public that no bids were received at the bid opening. The City's engineer is currently evaluating the situation, and the project will be re-bid at a later date.

Mayor Elrod closed the public hearing at 06:35 PM.

9. **Action Items**

- a. R-250721-223- Resolution considering Site Plan for The Station at 101 Grant Street, North
Planning & Community Development Director Murray provided an overview of the site plan for The Station at 101 Grant Street North, which includes repurposing the existing emergency services building and adding a new vestibule. Nate Weitz of Bolton & Menk reviewed key elements of the plan, including landscaping, ADA compliance, and site grading. Jeff Cook, 708 Jefferson Avenue SE, inquired about the proposed stepping planks and suggested the addition of pedestrian signals along the trail. The Planning & Zoning Commission recommended approval with a sidewalk contingency; however, staff recommended approval without it due to planned future corridor upgrades.

Motion by Pepper, seconded by Cox, to Approve R-250721-223. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- b. R-250721-224- Resolution considering Site Plan for Bondurant Storage Phase II

Planning & Community Development Director Murray provided an overview of the site plan for Phase 2 of Bondurant Storage, located within the City's Medium Industrial (M-2) District. The applicant, Tom Gustafson with Dynamic Partners, is proposing four additional storage buildings on the site. The plan was prepared by Civil Engineering Consultants, Inc. and includes details on setbacks, access, and building specifications. The Planning & Zoning Commission voted 7-0 to recommend approval of the site plan.

Motion by Cox, seconded by Driscoll, to Approve R-250721-224. Roll Call: Ayes: Cox, McKenzie, Pfeffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- c. O-250721-223 - (First Reading) Ordinance amending Chapter 47, establishing Splash Park Hours

Staff recommended amending the City's ordinance to establish a consistent operational schedule for the City's splash pad facilities, setting the season from May 1 through September 30 with daily hours of 10:00 a.m. to 8:00 p.m., as endorsed by the Parks and Recreation Board. Council was asked to waive the first and second readings and approve the ordinance on the third reading due to the impending opening of the splash pad.

A motion was made and seconded to waive the first and second readings and approve the ordinance on the third and final reading. During discussion, a council member suggested modifying the proposed splash pad operating hours from 10:00 a.m.–8:00 p.m. to 10:00 a.m.–9:00 p.m., and proposed limiting the extended hours to the period of May 15 through August 15. A separate motion and second were made to amend the ordinance accordingly; however, the motion was later withdrawn in favor of applying the 10:00 a.m.–9:00 p.m. hours for the full splash pad season. The Council proceeded with action on the revised ordinance.

Motion by Cox, seconded by Pfeffer, to waive the first and second reading, and approve the third and final reading of O-250721-223. Roll Call: Ayes: Cox, McKenzie, Pfeffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- d. R-250721-217- Resolution approving action to order construction and set date of letting and public hearing for the Station renovation project
Motion by Cox, seconded by Pfeffer, to Approve R-250721-217. Roll Call: Ayes: Cox, McKenzie, Pfeffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- e. O-250630-221 - Third (Final) Reading Ordinance amending the City Code of Bondurant, Iowa by amending Chapter 69, titled parking

**A virtual meeting was offered.*

regulations, to amend Section 69.08, titled No Parking Zones (prohibiting parking on Lincoln Street SE between 2nd Street SE and 3rd Street SE) Motion by Cox, seconded by Peffer, to Approve the third and final reading of O-250630-221. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

10. Discussion Items -

a. Bluejay Landing Park Design

Staff provided an update on the planning efforts for Bluejay Landing Park, a 5.6-acre natural park site envisioned with native plantings, nature-based play features, and potential creek access. A professional services proposal in the amount of \$29,500 for conceptual design was discussed, with some concern noted regarding the cost. Staff are exploring potential alternatives, including design support through the ISU Mayors Design Workshop and rescaling the project scope to reduce immediate costs. This item was presented for discussion only.

11. Reports / Comments and appropriate action thereon:

a. Mayor

Recent event comments and upcoming meetings.

b. Council Members

McKenzie - Board/Committee meetings update.

Driscoll - Recent events comments and BRAVO update.

Sillanpaa - Recent events comments and board/committee meetings update.

Cox - Chamber update and recent events comments.

Peffer - None.

c. Administrator

Recent events comments.

d. Directors

Horton - Department update.

Murray - None.

Krueder - Department update.

Hagan - Department update.

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

Motion by Driscoll, seconded by Cox, to Move into the Closed Session at 07:33 PM. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the Closed Session at 08:02 PM.

13. Adjournment

**A virtual meeting was offered.*

Motion by Pepper, seconded by Cox, to adjourn at 08:02 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on July 21, 2025, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

Doug Elrod, Mayor



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

Item No. 6.b.
For Meeting of 8/4/2025
Motion

TITLE: Claims List

CONTACT PERSON:

Jene Jess, Finance Director

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

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. CLAIMS LIST



Check Register

Packet: APPKT02190 - PYPKT00710 - 06/30-07/13/25 PAID ON
07/18/25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2691	POLK COUNTY SHERIFF	07/23/2025	Regular	0.00	491.10	64974

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	491.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	491.10

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2025	491.10
			491.10



Check Register

Packet: APPKT02192 - 7/23/25 MANUAL PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2837	KATIE KLUS	07/23/2025	Regular	0.00	797.26	64972
2977	PREIMER COMPANIES	07/23/2025	Regular	0.00	42,166.90	64973
2433	WEX BANK	07/10/2025	Bank Draft	0.00	5,191.50	DFT0004034
0291	MIDAMERICAN ENERGY	07/07/2025	Bank Draft	0.00	9,759.62	DFT0004035
2504	CAPITAL ONE	07/09/2025	Bank Draft	0.00	395.88	DFT0004036
0050	UMB BANK	07/03/2025	Bank Draft	0.00	300.00	DFT0004037
0050	UMB BANK	07/03/2025	Bank Draft	0.00	300.00	DFT0004038
0387	TREASURER - STATE OF IOWA	07/10/2025	Bank Draft	0.00	2,171.33	DFT0004039
0387	TREASURER - STATE OF IOWA	07/10/2025	Bank Draft	0.00	12,670.97	DFT0004040
0387	TREASURER - STATE OF IOWA	07/14/2025	Bank Draft	0.00	1.01	DFT0004041
2412	ALLIANCE CONSTRUCTION GROUP	07/16/2025	Bank Draft	0.00	416,548.86	DFT0004042
1148	MCANINCH CORPORATION	07/16/2025	Bank Draft	0.00	222,624.72	DFT0004043
0965	MANATT'S INC.	07/16/2025	Bank Draft	0.00	182,753.06	DFT0004044
0050	UMB BANK	07/24/2025	Bank Draft	0.00	600.00	DFT0004061
0144	DES MOINES WATER WORKS	07/28/2025	Bank Draft	0.00	88,441.83	DFT0004062
0144	DES MOINES WATER WORKS	07/28/2025	Bank Draft	0.00	32,487.98	DFT0004063
1512	IRS USATAXPYMT	07/11/2025	Bank Draft	0.00	100.63	DFT0004064
0416	POSTMASTER	07/17/2025	Bank Draft	0.00	92.11	DFT0004065

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	42,964.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	974,439.50
EFT's	0	0	0.00	0.00
	18	18	0.00	1,017,403.66

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2025	1,017,403.66
			<u>1,017,403.66</u>



Check Register

Packet: APPKT02245 - 7/23/25 AUTOMATED PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2764	ADOBE INC.	07/23/2025	AP Automation	0.00	273.48	APA000963
2600	AIRGAS USA, LLC	07/23/2025	AP Automation	0.00	89.10	APA000964
2705	AMAZON CAPITAL SERVICES	07/23/2025	AP Automation	0.00	1,856.97	APA000965
2905	ARMOR EQUIPMENT	07/23/2025	AP Automation	0.00	466.26	APA000966
2687	AT&T MOBILITY	07/23/2025	AP Automation	0.00	582.33	APA000967
0776	BAKER ELECTRIC INC	07/23/2025	AP Automation	0.00	23,444.00	APA000968
1537	BOUND TREE MEDICAL LLC	07/23/2025	AP Automation	0.00	1,303.55	APA000969
0081	CALHOUN-BURNS & ASSOC INC.	07/23/2025	AP Automation	0.00	1,137.50	APA000970
0097	CITY OF DES MOINES	07/23/2025	AP Automation	0.00	151,495.00	APA000971
2525	DINGES FIRE COMPANY	07/23/2025	AP Automation	0.00	8,800.00	APA000972
2326	EMBARK IT, INC	07/23/2025	AP Automation	0.00	308.00	APA000973
2317	FP MAILING SOLUTIONS	07/23/2025	AP Automation	0.00	181.77	APA000974
0459	GALLS LLC	07/23/2025	AP Automation	0.00	556.66	APA000975
1525	GANNETT MEDIA CORP	07/23/2025	AP Automation	0.00	164.80	APA000976
2850	GERARD TANK & STEEL INC	07/23/2025	AP Automation	0.00	320,457.33	APA000977
2970	HARN R/O SYSTEMS INC	07/23/2025	AP Automation	0.00	26,866.00	APA000978
2765	I & S GROUP, INC.	07/23/2025	AP Automation	0.00	21,009.00	APA000979
0230	IOWA ONE CALL	07/23/2025	AP Automation	0.00	189.20	APA000980
2805	I-THEE LLC	07/23/2025	AP Automation	0.00	12,500.00	APA000981
2642	KONICA MINOLTA BUSINESS SOLUTI	07/23/2025	AP Automation	0.00	282.63	APA000982
2642	KONICA MINOLTA BUSINESS SOLUTI	07/23/2025	AP Automation	0.00	2.22	APA000983
2619	KONICA MINOLTA PREMIER FINANCI	07/23/2025	AP Automation	0.00	576.95	APA000984
2409	MERCY NORTH PHARMACY	07/23/2025	AP Automation	0.00	428.58	APA000985
1019	MUNICIPAL EMERGENCY SERVICES	07/23/2025	AP Automation	0.00	2,066.87	APA000986
0286	METRO WASTE AUTHORITY	07/23/2025	AP Automation	0.00	47,281.55	APA000987
0251	MICROBAC LABORATORIES, INC	07/23/2025	AP Automation	0.00	87.50	APA000988
1513	MOODY'S INVESTORS SERVICE	07/23/2025	AP Automation	0.00	71,000.00	APA000989
0308	MUNICIPAL SUPPLY, INC.	07/23/2025	AP Automation	0.00	40.25	APA000990
2192	OMNI EMS	07/23/2025	AP Automation	0.00	1,908.34	APA000991
1457	OREILLY AUTO PARTS	07/23/2025	AP Automation	0.00	41.88	APA000992
0354	PFM FINANCIAL ADVISORS LLC	07/23/2025	AP Automation	0.00	58,085.12	APA000993
2691	POLK COUNTY SHERIFF	07/23/2025	AP Automation	0.00	70,272.25	APA000994
2017	RDG PLANNING & DESIGN	07/23/2025	AP Automation	0.00	6,853.57	APA000995
1504	SHIVE-HATTERY INC	07/23/2025	AP Automation	0.00	7,828.10	APA000996
2607	SIGLER COMPANIES, INC	07/23/2025	AP Automation	0.00	1,246.20	APA000997
2886	TERRACON CONSULTANTS, INC	07/23/2025	AP Automation	0.00	1,032.50	APA000998
2745	TULIP AND FRIENDS	07/23/2025	AP Automation	0.00	285.00	APA000999
2227	TYLER TECHNOLOGIES INC	07/23/2025	AP Automation	0.00	574.20	APA001000
2706	VALEO NETWORKS	07/23/2025	AP Automation	0.00	3,637.92	APA001001
2167	VECTOR SOLUTIONS	07/23/2025	AP Automation	0.00	5,165.00	APA001002
1161	VEENSTRA & KIMM, INC.	07/23/2025	AP Automation	0.00	112,258.30	APA001003
2231	VERIZON WIRELESS	07/23/2025	AP Automation	0.00	1,798.69	APA001004
2887	WOODYS AUTO REPAIR SERVICE BOI	07/23/2025	AP Automation	0.00	162.72	APA001005

Check Register

Packet: APPKT02245-7/23/25 AUTOMATED PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2978	ZACHARY FLICK	07/23/2025	AP Automation	0.00	550.00	APA001006

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	70	44	0.00	965,147.29
	70	44	0.00	965,147.29

AP Automation	70	44	0.00	965,147.29
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2025	965,147.29
			<u>965,147.29</u>



Check Register

Packet: APPKT02307 - 7/24/25 AUTOMATED PAYMENTS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1715	A KINGS THRONE LLC	07/28/2025	AP Automation	0.00	240.00	APA001007
0020	ALTOONA ACE HARDWARE	07/28/2025	AP Automation	0.00	20.57	APA001008
0035	ANKENY SANITATION	07/28/2025	AP Automation	0.00	315.00	APA001009
2935	ASCENDANCE TRUCKS, LLC	07/28/2025	AP Automation	0.00	107.29	APA001010
1585	BIG GREEN UMBRELLA MEDIA INC	07/28/2025	AP Automation	0.00	2,256.52	APA001011
2638	BOLTON & MENK, INC	07/28/2025	AP Automation	0.00	390.00	APA001012
0073	BRICK GENTRY P.C.	07/28/2025	AP Automation	0.00	425.00	APA001013
0577	CAPITAL CITY EQUIPMENT	07/28/2025	AP Automation	0.00	460.99	APA001014
2510	CENTRAL IOWA MECHANICAL	07/28/2025	AP Automation	0.00	528.50	APA001015
1228	CINTAS CORPORATION #762	07/28/2025	AP Automation	0.00	150.60	APA001016
2860	COLTEN QUIILEY	07/28/2025	AP Automation	0.00	200.00	APA001017
2116	CONFLUENCE	07/28/2025	AP Automation	0.00	3,030.00	APA001018
1217	CONSTRUCTION MATERIALS TESTING	07/28/2025	AP Automation	0.00	132.00	APA001019
1994	CONVERGINT TECHNOLOGIES LLC	07/28/2025	AP Automation	0.00	2,568.00	APA001020
1580	D & K PRODUCTS	07/28/2025	AP Automation	0.00	353.75	APA001021
2137	JESTER INSURANCE SERVICE	07/28/2025	AP Automation	0.00	833.00	APA001022
1525	GANNETT MEDIA CORP	07/28/2025	AP Automation	0.00	2,033.32	APA001023
2850	GERARD TANK & STEEL INC	07/28/2025	AP Automation	0.00	411,563.75	APA001024
2931	HENRY ROBERT VEENSTRA JR.	07/28/2025	AP Automation	0.00	6,900.00	APA001025
2754	HR GREEN, INC.	07/28/2025	AP Automation	0.00	20,602.00	APA001026
0230	IOWA ONE CALL	07/28/2025	AP Automation	0.00	204.40	APA001027
2852	IOWA TITLE COMPANY	07/28/2025	AP Automation	0.00	715.00	APA001028
1340	KONICA MINOLTA	07/28/2025	AP Automation	0.00	379.31	APA001029
2854	MAJOR BLUES AND THE MUGSHOTS	07/28/2025	AP Automation	0.00	1,100.00	APA001030
0842	MENARDS - ALTOONA	07/28/2025	AP Automation	0.00	273.58	APA001031
0286	METRO WASTE AUTHORITY	07/28/2025	AP Automation	0.00	256.00	APA001032
0288	MID-IOWA ASSOC OF LOCAL GOVTS	07/28/2025	AP Automation	0.00	794.30	APA001033
0291	MIDAMERICAN ENERGY	07/28/2025	AP Automation	0.00	98,162.85	APA001034
0291	MIDAMERICAN ENERGY	07/28/2025	AP Automation	0.00	51,728.82	APA001035
0308	MUNICIPAL SUPPLY, INC.	07/28/2025	AP Automation	0.00	17,358.50	APA001036
2629	OPN ARCHITECTS	07/28/2025	AP Automation	0.00	18,434.99	APA001037
0325	P & P SMALL ENGINES	07/28/2025	AP Automation	0.00	859.97	APA001038
2930	PATRIOT CRITICAL POWER LLC	07/28/2025	AP Automation	0.00	9,758.30	APA001039
0332	PLUMB SUPPLY	07/28/2025	AP Automation	0.00	30.88	APA001040
2691	POLK COUNTY SHERIFF	07/28/2025	AP Automation	0.00	70,272.25	APA001041
2835	RELIANT FIRE APPARATUS, INC.	07/28/2025	AP Automation	0.00	14,490.33	APA001042
1504	SHIVE-HATTERY INC	07/28/2025	AP Automation	0.00	82,501.49	APA001043
1336	SMITH'S SEWER SERVICE, INC.	07/28/2025	AP Automation	0.00	318.00	APA001044
0564	STOREY KENWORTHY/MATT PARRO	07/28/2025	AP Automation	0.00	314.75	APA001045
2886	TERRACON CONSULTANTS, INC	07/28/2025	AP Automation	0.00	4,880.00	APA001046

Check Register

Packet: APPKT02307-7/24/25 AUTOMATED PAYMENTS

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1161	VEENSTRA & KIMM, INC.	07/28/2025	AP Automation	0.00	9,572.95	APA001047

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
AP Automation	58	41	0.00	835,516.96
	58	41	0.00	835,516.96

AP Automation	58	41	0.00	835,516.96
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2025	835,516.96
			<u>835,516.96</u>



Check Register

Packet: APPKT02264 - CHECK PRINTED 07.30.2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1585	BIG GREEN UMBRELLA MEDIA INC	07/30/2025	Regular	0.00	3,984.52	64975
2979	BRIAN PETERSON	07/30/2025	Regular	0.00	1,800.00	64976
0223	IOWA DEPT OF NATURAL RESOURCE	07/30/2025	Regular	0.00	1,021.18	64977
2901	IOWA DEPARTMENT OF INSPECTION	07/30/2025	Regular	0.00	270.00	64978
2619	KONICA MINOLTA PREMIER FINANCE	07/30/2025	Regular	0.00	295.27	64979
2619	KONICA MINOLTA PREMIER FINANCE	07/30/2025	Regular	0.00	281.68	64980
2676	TIFFANY LUI	07/30/2025	Regular	0.00	45.51	64981
2980	LYNN WALTERS	07/30/2025	Regular	0.00	957.50	64982
0291	MIDAMERICAN ENERGY	08/06/2025	Bank Draft	0.00	9,948.72	DFT0004066
0291	MIDAMERICAN ENERGY	07/23/2025	Bank Draft	0.00	3.21	DFT0004082
2918	BALL TEAM, LLC	07/30/2025	Bank Draft	0.00	356,200.84	DFT0004083
2336	RYAN COMPANIES US INC.	07/31/2025	Bank Draft	0.00	1,323,697.57	DFT0004084

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	9	8	0.00	8,655.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	1,689,850.34
EFT's	0	0	0.00	0.00
	13	12	0.00	1,698,506.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2025	1,688,557.28
999	POOLED CASH	8/2025	9,948.72
			1,698,506.00



Payable Register

Payable Detail by Vendor Name

Packet: APPKT02324 - PYPKT00712 - CITY ADMIN CONTRACT
RETROPAY

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [0239 - IPERS](#)

Vendor Total: 189.42

INV0005043	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	189.42	0.00	0.00	0.00	189.42
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 8/29/2025		Bank Draft:		DFT0004078

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA	0.00	0.00	189.42	0.00	0.00	0.00	189.42

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		189.42	100.00%

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 455.07

INV0005045	Invoice	8/1/2025	8/1/2025	8/1/2025	8/1/2025	455.07	0.00	0.00	0.00	455.07
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 8/1/2025		Bank Draft:		DFT0004080

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding Distributions	NA	0.00	0.00	149.34	0.00	0.00	0.00	149.34

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		149.34	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding Distributions	NA	0.00	0.00	34.92	0.00	0.00	0.00	34.92

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		34.92	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld Distributions	NA	0.00	0.00	270.81	0.00	0.00	0.00	270.81

Account Number	Account Name	Project Account Key	Amount	Percent
610-050-2120	FEDERAL WITHHOLDING		54.17	20.00%
600-050-2120	FEDERAL WITHHOLDING		54.16	20.00%
110-050-2120	FEDERAL WITHHOLDING		39.06	14.42%
001-050-2120	FEDERAL WITHHOLDING		123.42	45.57%

Vendor: [1274 - MISSION SQUARE](#)

Vendor Total: 72.27

INV0005050	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	72.27	0.00	0.00	0.00	72.27
DEFERRED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 8/29/2025		Bank Draft:		DFT0004088

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFERRED COMPENSATION Distributions	Service	0.00	0.00	72.27	0.00	0.00	0.00	72.27

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		72.27	100.00%

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

Vendor Total: 42.87

INV0005052	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	42.87	0.00	0.00	0.00	42.87
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 8/29/2025		Bank Draft:		DFT0004097

Payable Register

Packet: APPKT02324 - PYPKT00712 - CITY ADMIN CONTRACT RETROPAY

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
State Tax Withholding Distributions	NA	0.00	0.00	42.87	0.00	0.00	0.00	42.87		
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2122	STATE WITHHOLDING				21.06	49.13%				
600-050-2122	STATE WITHHOLDING				8.62	20.11%				
110-050-2122	STATE WITHHOLDING				4.76	11.10%				
610-050-2122	STATE WITHHOLDING				8.43	19.66%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	4	759.63	0.00	0.00	0.00	759.63	759.63	0.00
Grand Total:		759.63	0.00	0.00	0.00	759.63	759.63	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	123.42
001-050-2122	STATE WITHHOLDING	21.06
001-050-2130	ICMA-RC	72.27
Total:		216.75

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	39.06
110-050-2122	STATE WITHHOLDING	4.76
Total:		43.82

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	184.26
112-050-2123	IPERS WITHHOLDING	189.42
Total:		373.68

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	54.16
600-050-2122	STATE WITHHOLDING	8.62
Total:		62.78

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	54.17
610-050-2122	STATE WITHHOLDING	8.43
Total:		62.60



Payroll Check Register

Checks

Pay Period: 7/14/2025-7/27/2025

Packet: PYPKT00714 - 07/14-07/27/25 PAID ON 08/01/25
Payroll Set: CITY OF BONDURANT, IA - 01

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



Payroll Check Register

Direct Deposits

Pay Period: 7/14/2025-7/27/2025

Packet: PYPKT00714 - 07/14-07/27/25 PAID ON 08/01/25

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADAMS, CASSANDRA	3148	08/01/2025	325.81	106709
ADAMS, CASSANDRA	3148	08/01/2025	325.81	106709
ADKISSON, JENNIFER	3145	08/01/2025	1,163.43	106710
AGANS, PAYTON	1602	08/01/2025	2,403.79	106711
BAILEY, BOYCE E	7104	08/01/2025	1,272.35	106712
BERGESON, JOHN W	7121	08/01/2025	2,098.72	106713
BRIGGS, ASHTON S	1511	08/01/2025	909.70	106714
CARPENTER, JOHN C	5129	08/01/2025	1,718.11	106715
CASKEY, PARKER	1607	08/01/2025	81.93	106716
CASKEY, PARKER	1607	08/01/2025	191.17	106716
CLAMAN, CATHERINE JO	3146	08/01/2025	247.07	106717
CLAMAN, CATHERINE JO	3146	08/01/2025	370.60	106717
COLLISON, PATRICK F	5103	08/01/2025	2,453.76	106718
CORY, JOHN P	7120	08/01/2025	2,100.87	106719
CRITTENDEN, MATTHEW	1567	08/01/2025	1,440.94	106720
DE LOS SANTOS, JUAN DAVID	7128	08/01/2025	1,567.40	106721
DENHAM, DARIN	7129	08/01/2025	1,520.98	106722
ELLIOTT, KYLE	1568	08/01/2025	813.16	106723
GILSON, DUSTY ALAN	7124	08/01/2025	1,722.28	106724
HAGAN, SHELBY L	5118	08/01/2025	2,884.64	106725
HIGGINS, DAVID P.	7105	08/01/2025	1,611.61	106726
HOFFMAN, JOSHUA MATTHEW	1578	08/01/2025	755.22	106727
HORTON, JOHN C	7112	08/01/2025	100.00	106728
HORTON, JOHN C	7112	08/01/2025	3,867.50	106728
HUFF, TIMOTHY J	1559	08/01/2025	330.00	106729
HUFF, TIMOTHY J	1559	08/01/2025	1,932.80	106729
JESS, JENE' N	5123	08/01/2025	3,780.86	106730
JOHNSON, ANNASTASHA	5130	08/01/2025	1,544.08	106731
KENT, RONALD D	7115	08/01/2025	921.27	106732
KING, CHRISTINA M	3143	08/01/2025	651.08	106733
KLINKER-FELD, MICHELL M	3135	08/01/2025	2,755.25	106734
KLUS, KATIE	5134	08/01/2025	1,821.15	106735
KOBER, ANDREW M	1557	08/01/2025	662.02	106736
KREUDER, AARON M	1441	08/01/2025	4,007.23	106737
KRUSE, OSCAR	1586	08/01/2025	1,350.40	106738
LEINEN, DAVID	1608	08/01/2025	356.14	106739
LIPPERT, COLTON J	1605	08/01/2025	2,602.35	106740
LUING, TIFFANY A	5133	08/01/2025	2,134.60	106741
LUNDQUIST, BRADLEY D	1555	08/01/2025	1,199.51	106742
MARSHMAN, CRAIG A	5125	08/01/2025	2,144.56	106743
MASON, KYLE	1598	08/01/2025	651.71	106744
MERRILL, SARAH J	1590	08/01/2025	2,623.04	106745
MEYERES, KYLEIGH	1601	08/01/2025	1,053.70	106746
MILLER, BRODY E	1582	08/01/2025	1,996.29	106747
MURRAY, MARGARET	5126	08/01/2025	3,488.44	106748
OLIVER, MARKETA S	8403	08/01/2025	300.00	106749
OLIVER, MARKETA S	8403	08/01/2025	4,917.85	106749
PEZLEY, ISAAC J	5132	08/01/2025	2,426.20	106750
PFALTZGRAFF, REED	7117	08/01/2025	883.12	106751
POWELL, TREVOR ALAN	7130	08/01/2025	1,158.35	106752
RAUTERBERG, ANTHONY	1599	08/01/2025	2,952.90	106753

Employee	Employee #	Date	Amount	Number
RETZLAFF, ADAM M	1609	08/01/2025	1,913.75	106754
REYNOLDS, RAY A	1537	08/01/2025	1,127.52	106755
RICCIO, ANTHONY F	1583	08/01/2025	819.55	106756
SCHINCKE, MEGAN	3137	08/01/2025	1,711.04	106757
SEXTON, WILLIAM M	7125	08/01/2025	250.00	106758
SEXTON, WILLIAM M	7125	08/01/2025	1,192.40	106758
SIEVE, BENJAMIN JOSHUA	1606	08/01/2025	2,467.96	106759
SIMONI, ANDREW	1604	08/01/2025	300.00	106760
SIMONI, ANDREW	1604	08/01/2025	2,209.32	106760
SOCKNESS TEEPLE, MEGAN E	3147	08/01/2025	2,127.75	106761
SOCKNESS TEEPLE, MEGAN E	3147	08/01/2025	250.00	106761
SPOERRY, DANIELLE M	1527	08/01/2025	1,444.78	106762
SUHR, CARLENE E.F.	3144	08/01/2025	1,532.57	106763
SUMMERS, AANNA N	1575	08/01/2025	2,256.03	106764
SUMMERS, ALAN C	1534	08/01/2025	2,030.02	106765
WELTHA, CLAYTON	1566	08/01/2025	949.68	106766



Payroll Check Register Report Summary

Pay Period: 7/14/2025-7/27/2025

Packet: PYPKT00714 - 07/14-07/27/25 PAID ON 08/01/25
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	67	105,174.12
Total	67	105,174.12



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

CLOUD WINE, LLC

NAME OF BUSINESS(DBA)

Lucky Wife Wine Slushies

BUSINESS

(515) 368-0295

ADDRESS OF PREMISES

Main Street Southeast

PREMISES SUITE/APT NUMBER

next to Little House on Main

CITY

Bondurant

COUNTY

Polk

ZIP

50035

MAILING ADDRESS

1961 150th Street

CITY

Humboldt

STATE

Iowa

ZIP

50548

Contact Person

NAME

Dawn Thompson

PHONE

(515) 368-0295

EMAIL

luckywifewineslushies4@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol License

5 Day

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

Aug 11, 2025

TENTATIVE EXPIRATION DATE

Aug 15, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dawn Thompson	Humboldt	Iowa	50548	owner/ceo	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Aug 11, 2025

POLICY EXPIRATION DATE

Aug 16, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
Main Street Southeast	next to Little House on Main	Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
1961 150th Street	Humboldt	Iowa	50548	

Contact Person

NAME	PHONE	EMAIL
Dawn Thompson	(515) 368-0295	luckywifewineslushies4@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Aug 25, 2025	Aug 29, 2025	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dawn Thompson	Humboldt	Iowa	50548	owner/ceo	10.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Aug 25, 2025

POLICY EXPIRATION DATE

Aug 30, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



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

Item No. 6.d.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution approving the Consulting Engagement with Eide Bailly LLP for professional services related to the conversion to accrual accounting

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS:

The City of Bondurant has historically utilized a cash basis for financial reporting. To improve transparency, comparability, and adherence to broader governmental accounting standards, the City seeks to transition its financial reporting to a Generally Accepted Accounting Principles (GAAP) basis.

Eide Bailly LLP, a nationally recognized accounting and consulting firm, has proposed a consulting engagement to assist with this transition. The firm will provide advisory services related to the conversion process, including analysis of current practices, identifying required adjustments, and assisting in the preparation of GAAP-compliant reporting tools.

This engagement is for consulting services only and does not include audit, attestation, review, compilation, or preparation of financial statements. Eide Bailly's work will be performed under the Statements on Standards for Consulting Services issued by the AICPA.

Scope of Work:

- Assist in the City's transition from cash basis to GAAP-based financial reporting
- Work with City personnel to identify reporting gaps and required documentation
- Deliver consultation and process guidance in a secure, collaborative environment
- Provide ongoing support based on the City's timely delivery of requested information

Fiscal Impact:

The estimated cost for the engagement is not to exceed **\$44,000**, with final billing based on actual hours worked and out-of-pocket expenses. Costs are dependent on the quality and timeliness of the City's recordkeeping and responsiveness. Invoices are payable upon receipt.

Timeline:

Work will commence upon acceptance of the agreement and is expected to proceed according to a mutually agreed-upon schedule. Delays in providing information may impact the delivery timeline.

Legal & Risk Considerations:

- Eide Bailly may use third-party service providers, including offshore affiliates, to assist in service delivery, but remains responsible for confidentiality.
- The agreement includes provisions on mediation, indemnification, and liability limits.
- Any disputes will be governed under Iowa law with venue in Dubuque, Iowa.

FUNDING SOURCE: General and Enterprise Funds

STAFF RECOMMENDATION: Staff recommends approval of the engagement letter with Eide Bailly LLP for consulting services to support the City's financial reporting transition.

APPROVED FOR SUBMITTAL:**ATTACHMENTS:**

1. RESOLUTION NO. 250804-226
2. City of Bondurant - Consulting Engagement Letter

CITY OF BONDURANT
RESOLUTION NO. 250407-98

RESOLUTION APPROVING THE ENGAGEMENT LETTER FROM EIDE BAILLY LLP
FOR CONSULTING SERVICES TO ASSIST IN THE CITY'S TRANSITION TO
GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP) REPORTING, FOR A
FEE NOT TO EXCEED \$44,000

WHEREAS Eide Bailly LLP will provide consulting services to the City of Bondurant, Iowa, in connection with the City's transition from cash basis financial reporting to financial reporting in accordance with Generally Accepted Accounting Principles (GAAP); AND

WHEREAS Eide Bailly LLP will deliver these services in accordance with the Statements on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (AICPA), and will not perform audit, review, compilation, or attestation services; AND

WHEREAS Eide Bailly LLP's services will include analysis of existing reporting practices, recommendations for GAAP compliance, and assistance with documentation and processes needed to support the transition; AND

WHEREAS the total estimated fee for services is not to exceed \$44,000, billed based on time incurred and actual out-of-pocket expenses; AND

WHEREAS this engagement will begin upon execution of the agreement and will proceed in accordance with an agreed timeline and the timely cooperation of City staff in providing the required information and documentation; AND

WHEREAS this engagement may be terminated by either party prior to completion of services with written notice, and fees will be due for services rendered through the termination date.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Agreement with Eide Bailly LLP is hereby approved and the Finance & Employee Services Director is authorized to execute the engagement letter on behalf of the City.

Passed this 4th day of August 2025.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



May 16, 2025

Jené Nichelle Jess, MPA, SHRM-CP, CPFO
Finance & Employee Services Director
City of Bondurant, IA

This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and the City of Bondurant, Iowa (City).

Scope of Engagement

We will work with you to provide consulting services in connection with assisting the City with the transitioning of your financial reporting from cash basis to generally accepted accounting principles (GAAP)-basis.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

Timeline

We will begin our procedures upon acceptance of this engagement agreement. We would expect to have our work completed within the agreed timeframes. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. We estimate that our fee for the engagement will not exceed \$44,000. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate.

The ability to perform and complete our engagement consistent with the estimated fee included above depends upon the quality of your underlying accounting records and the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our agreed upon procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

The City accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

MEDIATION

Any disagreement, controversy or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in the Dubuque, Iowa office. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in the information provided to us to complete our engagement that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the engagement. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Iowa law. Any unresolved Dispute shall be submitted to a federal or state court located in Dubuque, Iowa.

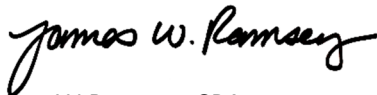
ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter or transfer any legal rights, causes of actions, claims or disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



James W Ramsey, CPA
Partner

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Bondurant, Iowa by:

Name: _____

Title: _____

Date: _____



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

Item No. 6.e.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution approving moratorium on Accessory Dwelling Units pending the finalization of an updated Zoning Code

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The Iowa Legislature passed Senate File 592 which amends Section 364.3.20 of Iowa Code to require cities to allow a minimum of one accessory dwelling unit per single-family lot. The new subsection provides maximum size requirements or accessory dwelling units, restriction of architectural design standards, restriction of separate utility lines to potential accessory dwelling units, and other certain requirements.

The City of Bondurant's Zoning Code does not currently address accessory dwelling units or accessory dwelling unit standards. The City entered into an agreement with Confluence to update the City's Zoning, Subdivision and Sign Code. This process should be completed by the end of 2025. The proposed moratorium would provide staff an opportunity to work with Confluence to develop a code that addresses accessory dwelling units requirements that is cohesive with the Zoning, Subdivision and Sign code as a whole.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-227

CITY OF BONDURANT
RESOLUTION NO. 250804-227

RESOLUTION PLACING A MORATORIUM ON THE APPROVAL OF ACCESSORY
DWELLING UNITS

WHEREAS on July 1, 2025, Iowa Code Section 364.3(20) was amended to require all cities to allow a minimum of one Accessory Dwelling Unit (ADU) on single-family residential lots; AND

WHEREAS under Iowa Code § 364.3(20)(b)(1), the City may adopt setback requirements pertaining to ADUs, provided such requirements are not more restrictive than those established for single-family residences; AND

WHEREAS the City of Bondurant's Zoning Code does not currently address the topic of ADUs; AND

WHEREAS the City Council, on July 29, 2024, entered into an agreement with Confluence for professional services related to an update of the City's Zoning, Subdivision, and Sign Codes; AND

WHEREAS Confluence anticipates the Zoning, Subdivision, and Sign Code update will be completed by the end of 2025; AND

WHEREAS the City Council has determined that it is in the best interest of the City to immediately study and review potential text amendments to the Zoning Code concerning ADUs; AND

WHEREAS the City Council also feels this ADU topic should be comprehensively evaluated, vetted, and integrated as part of the broader Zoning Code update process to ensure internal consistency with existing and proposed development standards, land use goals, and community context; AND

WHEREAS under Iowa Code § 414.1, the City of Bondurant is empowered to adopt zoning regulations for the purpose of promoting the public health, safety, morals, and general welfare of the community, and the City Council finds that evaluating the placement of ADUs as part of the ongoing Zoning Code update is necessary to ensure such regulations balance housing choice with the long-term health, safety, and welfare needs of Bondurant's neighborhoods; AND

WHEREAS the City Council deems it appropriate that, during the period in which the City is actively engaged in a comprehensive update of its Zoning Code, anticipated to conclude by the end of 2025, and prior to the formal adoption of any amendments addressing ADUs, a temporary moratorium be placed on the approval of ADUs in order to allow sufficient time for thoughtful evaluation, stakeholder engagement, and integration of ADU standards into the updated Zoning Code.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that a moratorium is hereby placed on the approval of ADUs.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, that the moratorium shall take effect immediately and shall expire at 8:00 a.m. on Thursday, January 1, 2026, unless repealed or amended earlier, including but not limited to circumstances where an ordinance addressing ADUs is adopted sooner or an extension is warranted based on the progress of the Zoning Code update.

Passed this 4th day of August 2025

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.f.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution approving amendment to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines Area (CVB 28E)

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: Following a thorough review and several discussions regarding the recently approved Amendment to the 28E Agreement for CVB funding, it has become clear that two distinct versions of the amendment were ultimately approved by all member communities. The majority of the member communities (12 total), Altoona, Ankeny, Clive, Des Moines, Grimes, Johnston, Norwalk, Polk County, Urbandale, West Des Moines, Indianola, and Windsor Heights approved the “majority amendment.” Unfortunately, the majority amendment did not include all 15 members of the 28E Agreement for the CVB funding in the preamble, and that needs to be corrected.

The legal counsel for Ankeny, Des Moines, and West Des Moines agree that the omission within the preamble can be viewed as a *scrivener’s error* and can be corrected administratively by those cities and the county. Each of those member communities can replace the majority amendment document with the attached (swap out the first page), and place it on file for official record keeping. That is the approach Ankeny, Des Moines, and West Des Moines will be taking in this circumstance, as this is the version that was intended to be approved by each community. For the remaining three cities, Altoona, Bondurant, and Polk City, the amendments to Section III in the version of the approved agreement should not have been included in the final version of the document. Therefore, each of those communities (including Bondurant) will need to adopt the attached document as that will ensure consistency across all 15 parties to the 28E Agreement. This will replace the agreement that the City Council approved June 2, 2025.

Once all communities have either processed the scrivener’s error or adopted the corrected document, the City of Ankeny will file the unified amendment with the Secretary of State.

FUNDING SOURCE: Hotel/Motel Collections

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-228
2. Amendment to CVB 28E Agreement

CITY OF BONDURANT
RESOLUTION NO. 250804-228

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

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

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

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

WHEREAS the City of Bondurant approved an update to the agreement on June 2, 2025; however, due to a distribution error, the cities of Altoona, Bondurant, and Polk City need to approve the agreement again due to differences in the versions adopted; and

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

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

4. **Effective Date.** This Resolution shall be in full force and effect upon its adoption.

Passed and approved by the City Council of the City of Bondurant, Iowa this 4th day of August 2025.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

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

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

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

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

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

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

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

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

Notwithstanding Article III of the Agreement, beginning on the date this Amendment is adopted by the governing bodies of the member Governments, each Government agrees to pay directly to the CVB 25% of its Hotel-Motel Tax Revenues for use by the CVB in the promotion of tourism and convention activities in the Greater Des Moines, Iowa area throughout the initial term of this agreement and throughout all extensions

of this Agreement, subject to the provisions of paragraph C of this Article VII. Such payments shall be made to the CVB within 30 days of the receipt by such government of each remittance made by the Treasurer of the State of Iowa to such government from the local transient guest tax fund in accordance with the provisions of chapter 423A of the Code of Iowa, 2023 or similar successor provisions, and the rules promulgated by the director of the Iowa Department of Revenue thereunder, or similar provisions. Each government shall be obligated to pay such sums to the CVB out of its general fund only to the extent that Hotel-Motel Tax Revenues have been credited to such general fund.

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

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

City of Altoona, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Ankeny, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Bondurant, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Clive, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Des Moines, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Grimes, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Indianola, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF WARREN

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

Signature of Notary Public

City of Johnston, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Norwalk, Iowa

By: _____

Name: _____

Mayor

ATTEST:

By: _____

Name: _____

City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Pleasant Hill, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Polk City, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Urbandale, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of West Des Moines, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

City of Windsor Heights, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public

County of Polk County, Iowa

By: _____
Name: _____
Mayor

ATTEST:

By: _____
Name: _____
City Clerk

STATE OF IOWA, COUNTY OF POLK

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

Signature of Notary Public



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

Item No. 6.g.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution authorizing City staff to execute the Land & Water Conservation Fund Grant Agreement between the City of Bondurant and the Iowa DNR for funding to assist with the construction of the East Side CVT Trail Improvements

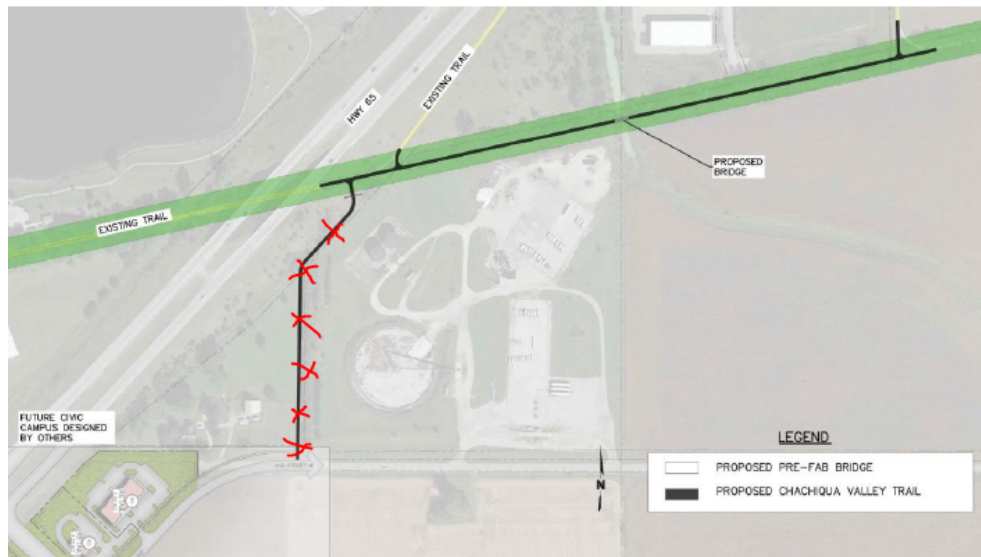
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Tiffany Luing, Economic Development Coordinator

BRIEF HISTORY & ANALYSIS: The attached resolution authorizes the signing of the attached Land & Water Conservation Fund (LWCF) Grant Agreement for the following project:

The project is to construct the Chichaqua Valley Trail extension east of Highway 65 generally south of the Bondurant Industrial Park on former railroad right-of-way land currently owned by the Landus Cooperative that is in the process of being donated to the City of Bondurant. Through the City's partnership with the University of Iowa's Iowa Initiative for Sustainable Communities (IISC) Program, detailed engineering plans and a budget have been prepared for this proposed trail extension project. This trail extension project will provide a safer alternative route for users of the regional Chichaqua Valley Trail such that they will be able to continue along the former railroad right-of-way land. The City's grant application for this Chichaqua Valley Trail extension project is due to the Iowa DNR by June 15th. The City was awarded \$250,000 in Land and Water Conservation grant funds for this project. The IISC project cost estimate is currently \$876,000. A portion of this project also includes construction of a pre-fab pedestrian bridge over the Santiago Creek corridor. This project is critical as industrial traffic increases in this corridor. The City wishes to make sure that there is separation between the industrial and the trail traffic.

Below is the Chichaqua Valley Trail Extension Area Map (area in red will be constructed as part of the Civic Campus project currently underway):



FUNDING SOURCE: Grant - This is a revenue source contributing to the development of the City's trail network and connectivity.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-229
2. LWCF GRANT - State

CITY OF BONDURANT
RESOLUTION NO. 250804-229

**A RESOLUTION AUTHORIZING THE SIGNING OF A GRANT AGREEMENT FOR
THE CHICHAQUA VALLEY TRAIL EXTENSION PROJECT THROUGH THE LAND &
WATER CONSERVATION FUND (LWCF)**

WHEREAS the City of Bondurant is committed to enhancing recreational infrastructure and ensuring safe, accessible trails for residents and regional trail users; and

WHEREAS the City has proposed the construction of a Chichaqua Valley Trail extension located east of Highway 65, generally south of the Bondurant Industrial Park, on a former railroad right-of-way currently owned by Landus Cooperative and in the process of being donated to the City of Bondurant; and

WHEREAS this trail extension will provide a safer alternative route for users of the regional Chichaqua Valley Trail by enabling continued use of the former railroad corridor, away from increasing industrial traffic; and

WHEREAS the City partnered with the University of Iowa's Iowa Initiative for Sustainable Communities (IISC) Program to develop detailed engineering plans and a comprehensive project budget, which estimates total project costs at approximately \$876,000; and

WHEREAS the trail extension project includes a critical segment over the Santiago Creek corridor that will be constructed using a pre-fabricated pedestrian bridge to ensure safety and continuity of the trail system; and

WHEREAS the Iowa Department of Natural Resources (Iowa DNR) has awarded the City of Bondurant \$250,000 in grant funds through the Land & Water Conservation Fund (LWCF) program to support the implementation of this project; and

WHEREAS execution of the LWCF Grant Agreement is required to access the awarded funds and proceed with the trail extension project; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the City hereby authorizes the signing of the Land & Water Conservation Fund Grant Agreement for the Chichaqua Valley Trail Extension project.

BE IT FURTHER RESOLVED that the Mayor, City Administrator, or designee is authorized to execute the LWCF grant agreement and all related documentation necessary to carry out the project and accept the awarded funding.

Passed this 4th day of August 2025

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

July 25, 2025

CITY OF BONDURANT
TIFFANY LUING
P.O. BOX 37
BONDURANT, IA 50035

Re: Project #19-01409, EAST SIDE CVT TRAIL IMPROVEMENTS

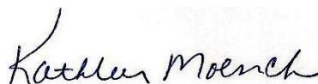
This letter is to inform you that the National Park Service has approved federal assistance from the Land & Water Conservation Fund for the project identified above.

Attached is your Project Agreement #19-01409, EAST SIDE CVT TRAIL IMPROVEMENTS, between the Iowa Department of Natural Resources, Land and Water Conservation Fund and the CITY OF BONDURANT. Please have the appropriate official sign and email the Agreement to my attention. A fully executed copy will be returned to your office. The beginning date of the project agreement is the date the project is officially approved by the National Park Service, or the date a waiver of retroactively had been granted.

No costs will be reimbursed for items or work dated prior to the approved start date of the project agreement (except preliminary construction costs for items such as site planning, construction design, and feasibility studies, or in the case of a waiver of retroactively being granted).

Please read the enclosed agreement and general conditions outlining your responsibilities for reporting and compliance. All acquisition and/or development work must be completed by the expiration date. If you have any questions, please contact me at 515-720-2006.

Sincerely,



Kathleen Moench
Budget and Finance Bureau

Enclosures

FEDERAL LAND AND WATER CONSERVATION FUND PROGRAM
CFDA #: 15.916, Outdoor Recreation/Acquisition, Development & Planning
IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT GRANT AGREEMENT
Federal Opportunity #: **P25AP00928**

PROJECT #: 19-01409

NAME OF GRANTEE:	<u>CITY OF BONDURANT</u>
PROJECT TITLE:	<u>EAST SIDE CVT TRAIL IMPROVEMENTS</u>
AWARD CEILING:	<u>\$250000.00 (Federal Cost Share rate of 39.922%)</u>
PROJECT PERIOD:	<u>7/18/2025 - 7/17/2028</u>
 GRANTEE ADDRESS:	 <u>P.O. BOX 37</u> <u>BONDURANT, IA 50035</u>
PROJECT COUNTY:	<u>POLK</u>
PROJECT SCOPE:	<u>REROUTING OF TRAIL AND REPLACING OF EXISTING BRIDGE ALONG THE</u> <u>CHICHAQUA VALLEY TRAIL, FROM THE EAST SIDE OF HWY 330, TO NEW</u> <u>LOCATION SOUTH OF ROBINSON AVE, BONDURANT, POLK COUNTY, IOWA.</u>
DNR CONTACT:	<u>Kathleen Moench, 515-720-2006, Kathleen.moench@dnr.iowa.gov</u>

FEDERAL (calendar year) AND STATE (fiscal year) REPORTING:

A. Federal Progress and Financial Reporting:

Annual Federal Reports include the Federal Financial Report (FFR) and Performance Progress Report (PPR). The Grantee is required to email the Department contact with a summary of **calendar** year annual expenses on the project along with a short narrative of project accomplishments, including any concerns or issues that have developed, by the following dates. (An example report for both has been included as Attachment A)

Year 1 Reports Due: 12/29/2026
Year 2 Reports Due: 12/29/2027
Year 3 Reports Due:
Final Reports Due: 11/14/2028

B. State Financial Reporting:

Fiscal Year reporting required by the State. Grantees are required to send an annual email to the DNR Contact by July 30, providing the total grant expenses for the **fiscal** year (July 1 – June 30), and cumulative from the start of the project. The email should include the following language:

1. LWCF Program; Grant #: _____, Project Title: _____
 2. Total Grant Expenditures for the current Fiscal Year (July 1 – June 30): \$ _____
 3. Cumulative Grant Expenditures through June 30, 20__: \$ _____
- “I certify that the above grant expenditures are accurate and have been incurred as of June 30, 20__, in accordance with the terms of the Grant Agreement.”

The State of Iowa, represented by the Director, Department of Natural Resources, and the Grantee, mutually agree to perform this agreement in accordance with the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964) as amended, with the general provisions attached hereto and made a part hereof, and with the approved project proposal including attachments and any amendment thereto which have been or will be submitted for this project.

It is understood by the parties hereto that this agreement shall not obligate State of Iowa funds for the project costs described herein. It is further understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

SPECIAL TERMS AND CONDITIONS FOR YOUR GRANT AGREEMENT:

- 1. Grantee must comply with the Program General Provisions and the following special terms:**
 - a) In the event that Historic Properties are inadvertently encountered during the undertaking of this project, work will immediately cease and the Grantee will notify the Iowa Department of Natural Resources within 48 hours, or as soon as reasonably possible. The DNR, in consultation with the National Park Service, State Historic Preservation Officer, and Indian Tribes will make reasonable efforts to avoid, minimize or mitigate adverse effects on those historic properties.**
 - b) A final signed LWCF Boundary Map will be submitted prior to final draw and project closeout.**
- 2. Reimbursement of expenses will be 39.922% of each total billing, up to the total Grant Award.**
- 3. The grantee shall comply with 2 CFR Part 200, 2 CFR Part 1402, and the LWCF Manual, located: <https://www.nps.gov/subjects/lwcf/v72-1.htm>**
- 4. The grantee shall comply with the Build America, Buy America Law, Section 70914 of the Bipartisan Infrastructure Law, P.L. 117-58, unless a waiver is applied for and approved by the Department of Interior and the Made in America Office. See Buy America section attached.**
- 5. A final billing for reimbursement shall be submitted within 90 days of the expiration of the project period. See Sections "A" and "B" of the attached General Provisions for required documents.**

STATE OF IOWA

LOCAL AGENCY

By: _____
Kayla Lyon, Director
Iowa Department of Natural Resources

By: _____
Signature
Doug Elrod, Mayor

Name & Title

7/18/2025
Date

LAND & WATER CONSERVATION FUND – GENERAL PROVISIONS
--

States shall assure that Participants comply with the terms of the project agreement, the provisions of the NPS, and all relevant laws, rules and regulations. States shall be responsible for the actions of Participants relating to the execution of projects.

A. ACQUISITION PROJECTS - PERFORMANCE & ADMINISTRATION

A.1 ACCOUNTS & RECORDS

1. The participating agency will establish a separate account for each land acquisition project which will be identified by the number assigned to the project by the NPS. Supporting documents such as claims for land costs should also be referenced with the NPS project number.
2. All financial records pertaining to the project must be kept readily available for examination by Federal auditors. All such records shall be retained for inspection for a period of three years after the project is completed or terminated and a final audit on the project conducted.

A.2 PROJECT BILLING & DOCUMENTATION

Upon a reviewed and approved appraisal notification, a project billing may be submitted for purchase of the property(s). The following documents are required for your final reimbursement.

1. Statement of Just Compensation for each tract of land.
2. Signed Offer to Buy.
3. Statement of Differences in Value for each tract (when necessary).
4. Certificate of Title for each tract of land prepared by the participating agency's official legal officer.
5. Photocopies of the deed(s).
6. Photocopies of cancelled checks for payment of land and incidental expenses.

B. DEVELOPMENT PROJECTS - PERFORMANCE & ADMINISTRATION

B.1 PROJECT PERFORMANCE

1. Performance of Construction by Contract. When the total value of construction work to be performed by a contract exceeds \$25,000, the following requirements shall apply with respect to performance of the work:
 - A. Bids and Awards. Competitive open bidding shall be required, unless the National Park Service (NPS) waives the requirement. When the Participant considers the lowest bidder unqualified, incapable or not responsible, the next lowest bidder may be approved. Justification for acceptance of a no-bid contract or awarding of contracts to other than the lowest bidder shall be subject to the approval of the NPS.
 - B. Change Orders. The organization involved shall issue written change orders to the contract for all necessary changes to the facility. Any change which alters the nature or purpose of the facility must be approved by the Director, NPS. Such change orders shall be filed and preserved for a period of three years after the completion of the project. Change orders should be made part of the project file and kept for audits.
 - C. Information to be Given Bidders Concerning Federal Funds. The Participant or State shall inform bidders that federal funds are being used to assist in construction, including information on the

efforts to procure Federal Buy America materials. It is preferable to include this information in notices released prior to the issuance of bid invitations.

- D. Acceptance of the Contract Work. The Participant or State has full responsibility for determining that the recreation facility is complete and ready for acceptance.
2. Compliance with State and Local Laws. Construction must comply with those State and Local laws, the violation of which may endanger the completion or utilization of the facilities. Any penalties assessed for noncompliance cannot be matched with federal funds.
3. Compliance with Federal Laws. The organization involved, and contractors shall comply with all Federal laws pertaining directly and indirectly to the proposed construction, including Executive Order 10925, as amended by the Executive Order 11114, and the Federal Title 36, Chapter 1, Part 59; Post-Completion Compliance Responsibilities.

B.2 PROJECT BILLINGS & FINAL REIMBURSEMENT REQUIRED DOCUMENTATION

Reimbursement of expenses will be at the approved % of the Grant Award to the total project costs.

Project billings shall be submitted to the State on the following basis:

1. Up to \$50,000 total project cost - one billing.
2. Between \$50,000 and \$250,000 total project cost - no more than two billings.
3. Land purchases - one billing.

Final reimbursements require the following documentation:

1. An emailed letter requesting reimbursement, include the Grant# and name, a paragraph of what was completed with the Grant funds, total project expenses, amount being requested, and sign and date the letter. (The attached Billing Form can also be included with your request)
2. Attach a project expense summary/ledger (excel sheet or City/County account summary) with dates expenses were paid, copies of corresponding invoices/contracts & bids, and cancelled checks.
3. Attach photos of the completed project and a legal description of the park property.

B.3 BUILD AMERICA, BUY AMERICA (BABA)

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard

for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit

<https://www.doi.gov/grants/BuyAmerica>

Additional information can also be found at the White House Made in America Office website:

<https://www.whitehouse.gov/omb/management/made-in-america>

Waivers from BABA

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at:

<https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

B.4 ACCOUNTS & RECORDS

1. Financial Responsibility. Appropriate internal controls must be adopted and installed to ensure that the project is accomplished in the most efficient and economical manner.
2. Accounting for Funds Received. The State and Grantee shall provide such fund accounting procedures as may be necessary to assure proper disbursement and accounting for Grant funds. The accounting procedure should be based on generally-accepted accounting standards and principals, and generally, provide the following for the Grant.
 - A. Identification of all receipts in sufficient detail to show the source of such receipts.
 - B. Itemization of all supporting records to project expenditures in sufficient detail to show the exact nature of each expenditure.

- C. G. Identification of invoices/vouchers charged to project number, account number date, and expense classification.
 - D. H. When payment is by check, the canceled check should be identified and filed, when by cash, they must be supported by receipts.
 - E. Establishment of adequate internal systems of financial control following generally-accepted accounting and auditing principles.
3. Record Retention. The financial records, including all documents to support entries on the accounting records and to substantiate charges for each project shall be retained and available for inspection for a period of three years after final payment.

B.5 REPORTING

Your Grant Agreement identifies two required yearly reports. Annual Federal Reports include the Federal Financial Report (FFR) and Performance Progress Report (PPR). These reports should include a summary of activities completed during the report period and a financial report of expenditures for the reporting period and to date. No specific report format is required, an example has been provided as Attachment A. A Fiscal Year State Report is required by July 30 annually. The format for this summary is included in your Grant Agreement, Section B.

If any additional reporting is required for your project, it will be included in Special Terms and Conditions Section on the signature page of your Grant Agreement.

B.6 NOTICE

It is essential that the project be developed in conformance with the project proposal submitted and the project agreement. This is particularly true regarding the number of facilities to be constructed or installed. The Department and the NPS must approve any significant change in location or number of facilities before work can begin.

SHADED AREA FOR DNR USE ONLY
ACCOUNTING DEPT. RETURN ONE COPY TO:

CITY OF BONDURANT
P.O. BOX 37
BONDURANT, IA 50035
STATE ID #:

DOC #: _____ DATE: _____

1ST PYMT: _____

FUND/DEPT/ORG/\$ _____

**DEPARTMENT OF NATURAL RESOURCES
PROJECT BILLING - LAND & WATER CONSERVATION FUND**

Project billings must be accompanied by all required documentation (invoices, canceled checks, deeds, etc.) covering expenditures included in the billing.

Grant Recipient: CITY OF BONDURANT
Project Title: EAST SIDE CVT TRAIL IMPROVEMENTS

Project #: 19-01409

Final Billing: Y or N

Use the table below to list your budget items and the expenditures for each item. You should follow the budget items provided with your grant proposal as closely as possible.

Budget Item	Budget Amount	Expenditures This Billing	"To Date" Item Expenditures
Totals			
Less Expenditures In Excess of Total Authorized Project Budget:			
Total "To Date" Expenditures:			
CLAIM REQUEST (___% OF "TO DATE" EXPENDITURES):			
LESS PREVIOUS PAYMENTS OF:			
TOTAL CLAIM TO BE PAID:			

Land Acquisition - List each parcel separately by parcel #. Use purchase price or appraised value, whichever is the lesser.

I certify that this billing is correct and just based upon actual payment(s) of record by the grant recipient, and that the work and services are in accord with the approved grant.

Signature: _____

Date: _____

Print Name: _____

Phone #: _____

Please sign and email to:

LWCF Program Contact, Budget & Finance Bureau
Iowa Department of Natural Resources
6200 Park Avenue, Suite 200
Des Moines, IA 50321

Grantee Letterhead

Federal LWCF Annual Reporting – Performance Progress Report (PPR) & Federal Financial Report (FFR)

Reporting Period: 1/1/24 – 12/29/24

Grant #: 19-

Project Title:

Project/Grant Overview:

Agreement Period: agreement dates

Total Budget Amount: from application and approved agreement

Project Activities:

Brief summary of what has been accomplished throughout the year, including any issues that may be causing delays

Annual Project Expenditures (Current Reporting Period):

Summarize using approved budget line items from application - Example

Line Item	Annual Expenditures
Acquisition	
Construction	
Structures	
Utilities	
Engineering	
Total \$	

Total Project Expenditures (Cumulative Years):

Summarize using approved budget line items from application

Report Prepared By:

signature

Name

Title

Email

Phone

Date Submitted:

Pictures: if available



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

Item No. 6.h.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution updating the depository maximum amounts for 2025

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The State of Iowa Code Sections 452 and 453 require cities to designate financial institutions that they plan to deposit money during the calendar year. Attached is a resolution that designates official depositories and maximum amounts that can be deposited in each institution. The amounts are increased due to large capital projects and the influx of bond funds.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-230

CITY OF BONDURANT
RESOLUTION NO. 250804-230

RESOLUTION UPDATING THE OFFICIAL DEPOSITORIES FOR 2025

WHEREAS the City of Bondurant is required to choose financial depositories for City of Bondurant funds in conformance with all applicable provisions of Iowa Code 452 and 453 (1983), as amended by 1984 Iowa Act, S.F. 2220; AND

WHEREAS the receipt of 2025A and 2025B bond proceeds require us to increase our maximum balances for 2025; AND

WHEREAS this shall be effective retroactively as of January 1, 2025; AND

WHEREAS the following list of financial institutions meets these criteria and are presented for consideration:

Depository Name	Location of Home Office	Maximum Balance in effect under prior resolution	Maximum Balance in effect under this resolution
Vision Bank (formerly Legacy Bank)	Altoona, IA	\$27,000,000.00	\$80,000,000.00
IPAIT	Des Moines, IA	\$47,000,000.00	\$80,000,000.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that these financial institutions are hereby designated official depositories for 2025; AND

BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, that the City Administrator and/or Finance Director are hereby authorized to deposit City of Bondurant funds in amounts not to exceed the maximum approved for each respective designated financial institution.

BE IT FINALLY RESOLVED, that this resolution shall be effective retroactively as of January 1, 2025.

Passed and adopted this 4th day of August 2025,

Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.i.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution approving pay request no. 8 to Alliance Construction Group LLC for the Civic Campus Improvements Phase 2 Project in the amount of \$406,372.28

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay application No.8 in the amount of \$406,372.28 related to the Civic Campus Improvements Phase 2 Project.

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kimm for accuracy and is for work completed from July 1st through July 28th for the project.

FUNDING SOURCE: RISE Grant/Bond Funding, repaid iwth TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-231
2. Pay Request No. 8

CITY OF BONDURANT
RESOLUTION NO. 250804-231

RESOLUTION APPROVING PAY REQUEST NO. 8 TO ALLIANCE CONSTRUCTION
GROUP LLC FOR THE CIVIC CAMPUS IMPROVEMENTS PHASE 2 PROJECT IN
THE AMOUNT OF \$406,373.28

WHEREAS the Civic Campus Improvements Phase 2 Pay Request No. 8 was submitted on July 30th, 2025; AND

WHEREAS the pay request no. 8 is for work completed July 1st through July 28th, 2025, as well as some stored materials for the Civic Campus Phase 2 Project; AND

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 8 to Alliance Construction Group LLC in the amount of \$406,373.28 hereby approved.

Passed this 4th day of August 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

**ESTIMATE OF CONSTRUCTION COMPLETED****PARTIAL PAYMENT NO. 8****PROJECT TITLE: CIVIC CAMPUS IMPROVEMENTS PHASE 2****Contractor: Alliance Construction Group LLC****Date: 7/29/2025****Original Contract Amount: \$5,251,693.65****Pay Period: July 1, 2025 to July 28, 2025**

BID ITEMS							
ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
	EARTHWORK						
2.01	Clearing and Grubbing	LS	1	1	1.00	\$9,400.00	\$9,400.00
2.02	Topsoil	CY	22,025	22,025	16,519	\$4.80	\$79,291.20
2.03	Class 10 Excavation	CY	19,620	19,620	8,829	\$7.30	\$64,451.70
2.04	Obliterate Old Roadbed	STA	15.0	15.0	15.0	\$1,200.00	\$18,000.00
2.05	Below Grade Excavation (Core Out)	CY	928	928		\$3.75	\$0.00
2.06	Subgrade Preparation	SY	27,812	27,812	9,734.2	\$2.80	\$27,255.76
2.07	Granular Stabilization	TONS	1,753.0	1,753.0		\$47.75	\$0.00
2.08	Subgrade Treatment, Geogrid	SY	2,782	2,782		\$2.50	\$0.00
2.09	Modified Subbase	SY	27,812	27,812		\$7.20	\$0.00
2.10	Compaction Testing	LS	1	1	0.90	\$14,081.00	\$12,672.90
	SEWERS AND DRAINS						
4.01	Sanitary Sewer, Trenched, 8" PVC, CO1	LF	974	774	744.0	\$50.00	\$37,200.00
4.02	Sanitary Sewer, Trenched, 10" PVC	LF	1,797	1,797	1,789.5	\$51.50	\$92,159.25
4.03	Sanitary Sewer, Trenched, 12" PVC	LF	826	826	829.0	\$73.00	\$60,517.00
4.04	Sanitary Sewer Force Main, Trenched, 8" PVC	LF	1,857	1,857	1,240.0	\$55.00	\$68,200.00
4.05	Sanitary Sewer Force Main Abandonment, Plug	LS	1	1		\$725.00	\$0.00
4.06	Sanitary Sewer Service Stub, 6" PVC, CO1	LF	420	370	339.0	\$41.00	\$13,899.00
4.07	Storm Sewer, Trenched, RCP, 15"	LF	2,230	2,230	1,715.1	\$61.00	\$104,621.10
4.08	Storm Sewer, Trenched, RCP, 18"	LF	440	440	440.0	\$62.00	\$27,280.00
4.09	Storm Sewer, Trenched, RCP, 24"	LF	543	543	476.0	\$75.00	\$35,700.00
4.10	Storm Sewer, Trenched, RCP, 36"	LF	405	405	405.0	\$110.00	\$44,550.00
4.11	Storm Sewer, Trenched, RCP, 42", CO2	LF	1,614	1,606	1,387.0	\$150.00	\$208,050.00
4.12	Pipe Apron, Concrete, 15"	EA	2	2		\$2,163.00	\$0.00
4.13	Pipe Apron, Concrete, 24"	EA	2	2		\$3,030.00	\$0.00
4.14	Removal of Culverts	LF	256	256		\$10.00	\$0.00
4.15	Subdrain, Type 1, PVC, 6"	LF	8,446	8,446		\$13.00	\$0.00
4.16	Subdrain Cleanouts	EA	7	7		\$450.00	\$0.00
4.17	Subdrain Outlet	EA	72	72		\$200.00	\$0.00
4.18	Field Tile Repair	LF	400	400	515.0	\$20.00	\$10,300.00
4.19	Beveled Pipe and Guard, 24"	EA	1	1		\$2,650.00	\$0.00
	WATER MAINS AND APPURTENANCES						
5.01	Water Main, 4" PVC, Trenched, CO3	LF	2,785	2,803	2,803.0	\$21.00	\$58,863.00
5.02	Water Main, 12" PVC, Trenched	LF	4,982	4,982	4,855.0	\$52.50	\$254,887.50
5.03	Gate Valve, 4", CO3	EA	2	6	6	\$1,200.00	\$7,200.00
5.04	Gate Valve, 12"	EA	10	10	9	\$3,600.00	\$32,400.00
5.05	Tapping Sleeve and Valve, 12"	EA	1	1		\$6,550.00	\$0.00
5.06	Water Service Stubs, 1.5", CO1, CO2	EA	6	4	5	\$1,700.00	\$8,500.00
5.07	Water Service Stubs, 8"	EA	2	2	3	\$3,250.00	\$9,750.00
5.08	Water Service Stubs, 1.5", CO1, CO2	LF	355	240	265.0	\$31.00	\$8,215.00
5.09	Water Service Stubs, 8"	LF	100	100	100.0	\$31.50	\$3,150.00
5.10	Hydrant Assembly	EA	16	16	14	\$6,600.00	\$92,400.00
5.11	Blowoff Assembly	EA	3	3	3	\$1,680.00	\$5,040.00
5.12	Connection to Existing, CO3	EA	2	4	2	\$630.00	\$1,260.00
5.13	Water Main Abandonment	LS	1	1		\$450.00	\$0.00

[illegible]

SUMMARY			
		Original Contract	Total Completed
Bid Item Subtotal		\$5,251,693.65	\$2,112,839.13
APPROVED CHANGE ORDERS			
Change Order No.	Description/Notes	Total Approved	Total Completed
1	Pleasant St Sanitary and Water Revisions	-\$10,942.23	\$0.00
2	Weston Water Service, 42" Apron	\$9,150.00	\$0.00
3		\$0.00	\$0.00
4		\$0.00	\$0.00
5		\$0.00	\$0.00
6		\$0.00	\$0.00
7		\$0.00	\$0.00
8		\$0.00	\$0.00
9		\$0.00	\$0.00
10		\$0.00	\$0.00
(Refer to Bid Item Schedule for Total Completed) Total Change Orders		-\$1,792.23	\$0.00
		Total Approved	Total Completed
Revised Contract Price		\$5,249,901.42	\$2,112,839.13
			Total Completed
Total Materials Stored			\$225,088.54
Total Completed Plus Materials Stored			\$2,337,927.67
Previously Held Retainage @ 5% Prior to July 1, 2025 (based on \$1,489,555.36)			\$74,477.77
Retainage on Work Completed After July 1, 2025 (3%)			\$25,451.17
Total Earned Less Retainage			\$2,237,998.73
APPROVED PARTIAL PAYMENTS			
Partial Payment No.	Period	Total Approved	
1	November 26, 2024 to December 10, 2024	\$31,587.50	
2	December 11, 2024 to January 7, 2025	\$170,649.31	
3	January 8, 2025 to February 7, 2025	\$67,419.36	
4	February 8, 2025 to March 27, 2025	\$505,428.70	
5	March 28, 2025 to April 25, 2025	\$170,057.17	
6	April 26, 2025 to May 21, 2025	\$469,935.55	
7	May 22, 2025 to June 30, 2025	\$416,548.86	
8		\$0.00	
9		\$0.00	
10		\$0.00	
11		\$0.00	
12		\$0.00	
		Total Previously Approved	\$1,831,626.45
Amount Due This Request			\$406,372.28
Note: The amount \$406,372.28 is recommended for approval for payment in accordance with the terms of the Contract.			
CONTRACT SUMMARY			
ORIGINAL CONTRACT AMOUNT		\$5,251,693.65	
TOTAL CONTRACT AMOUNT PLUS CHANGE ORDERS		\$5,249,901.42	
THIS PARTIAL PAYMENT		\$406,372.28	
TOTAL PARTIAL PAYMENTS INCL THIS PAYMENT		\$2,237,998.73	
BALANCE		\$3,011,902.69	
PERCENT COMPLETE		44.5%	
Recommended By: Veenstra & Kimm, Inc.		Contractor: Alliance Construction Group LLC	Approved by: City of Bondurant
Signature		Signature	
Name	William Weber	Name	
Title	Project Manager	Title	
Date		Date	



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

Item No. 6.j.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution approving pay request no. 4 to Manatt's Inc for the 2nd St. NW Widening Project in the amount of \$94,179.40

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay request no. 4 in the amount of \$94,179.40 related to 2nd Street, NW Widening Project.

This pay application has been reviewed by City Staff and Engineers from HR Green for accuracy and is for work completed from June 30th through July 26th, for the project.

FUNDING SOURCE: RUT Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-232
2. Pay Request No. 4

CITY OF BONDURANT
RESOLUTION NO. 250804-232

RESOLUTION APPROVING PAY REQUEST NO. 4 TO MANATT'S INC. FOR THE 2nd
STREET, NW WIDENING PROJECT IN THE AMOUNT OF \$94,179.40

WHEREAS the 2nd Street, NW Widening Project Pay Request No. 4 was submitted on July 30th, 2025; AND

WHEREAS the pay request no. 4 is for work completed June 30th though July 26th, 2025, on the 2nd Street, NW Widening Project; AND

WHEREAS, City Staff and engineers from HR Green have reviewed the pay request for accuracy; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 4 to Manatt's Inc. in the amount of \$94,179.40 hereby approved.

Passed this 4th day of August 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				



Building Communities.
Improving Lives.

City of Bondurant

Detailed Payment

City of Bondurant - 2nd Street Widening

Description	J:\2024\2403363\Construction
	This project includes all materials, equipment, transportation and labor necessary for the reconstruction and widening of 2nd Street NW from Franklin Street to Fireside Drive. Base Bid project items include 9" thick PCC pavement (Option A) or 10" thick HMA pavement (Option B), dependant on option bid and selected. Other items include water main, storm sewer, sidewalk, driveways, traffic control, restoration, and associated work. Alternate 1 project items include additional project staging, traffic control, temporary traffic signals, extended completion dates and associated work to maintain traffic on 2nd Street NW.
Payment Number	4
Pay Period	06/30/2025 to 07/26/2025
Prime Contractor	MANATT'S, INC. 1775 OLD HIGHWAY 6 BROOKLYN, IA 52211-0535
Payment Status	Pending
Awarded Project Amount	\$1,898,578.50
Authorized Amount	\$1,906,720.75
Remarks	Pay Application #4

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
A-1	A-1	UNIT	\$47.000	66.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CLEARING AND GRUBBING										
A-2	A-2	CY	\$25.000	2,116.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TOPSOIL OFF-SITE, 8"										
A-3	A-3	CY	\$9.000	5,770.000	2,287.000	886.000	3,173.000	3,173.000	\$20,583.00	\$28,557.00
EXCAVATION, CLASS 10										
A-4	A-4	CY	\$10.000	50.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
BELOW GRADE EXCAVATION, (CORE OUT)										
A-5	A-5	SY	\$2.000	11,972.000	7,183.200	0.000	7,183.200	7,183.200	\$14,366.40	\$14,366.40
SUBGRADE PREPARATION										
A-6	A-6	TON	\$295.000	304.000	182.000	0.000	182.000	182.000	\$53,690.00	\$53,690.00
SUBGRADE TREATMENT, 6% CEMENT										
A-7	A-7	SY	\$11.000	1,777.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBBASE, MODIFIED 4"										
A-8	A-8	SY	\$13.000	13,369.000	0.000	1,267.000	1,267.000	1,267.000	\$0.00	\$16,471.00
SUBBASE, MODIFIED 6"										
A-9	A-9	LS	\$4,000.000	1.000	0.250	0.050	0.300	0.300	\$1,000.00	\$1,200.00
COMPACTION TESTING										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-10	A-10	HR	\$350.000	4.000	0.000	5.000	5.000	5.000	\$0.00	\$1,750.00
EXPLORATORY EXCAVATION										
A-11	A-11	LS	\$4,000.000	1.000	0.400	0.300	0.700	0.700	\$1,600.00	\$2,800.00
TRENCH COMPACTION TESTING										
A-12	A-12	LF	\$30.000	567.000	0.000	567.000	567.000	567.000	\$0.00	\$17,010.00
STORM SEWER, TRENCHED, HDPE, 15"										
A-13	A-13	LF	\$50.000	215.000	0.000	215.000	215.000	215.000	\$0.00	\$10,750.00
STORM SEWER, TRENCHED, HDPE, 18"										
A-13-2	A-13-2	LF	\$58.000	53.000	0.000	53.000	53.000	53.000	\$0.00	\$3,074.00
STORM SEWER, TRENCHED, RCP, 15"										
A-14	A-14	LF	\$75.000	90.000	0.000	90.000	90.000	90.000	\$0.00	\$6,750.00
STORM SEWER, TRENCHED, RCP, 24"										
A-15	A-15	LF	\$260.000	607.000	0.000	607.000	607.000	607.000	\$0.00	\$157,820.00
STORM SEWER, TRENCHED, RCP, 48"										
A-16	A-16	LF	\$10.000	28.000	0.000	28.000	28.000	28.000	\$0.00	\$280.00
REMOVAL OF STORM SEWER, CMP, 15"										
A-17	A-17	LF	\$10.000	256.000	0.000	256.000	256.000	256.000	\$0.00	\$2,560.00
REMOVAL OF STORM SEWER, RCP, 15"										
A-18	A-18	LF	\$10.000	230.000	0.000	230.000	230.000	230.000	\$0.00	\$2,300.00
REMOVAL OF STORM SEWER, CMP, 18"										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-19	A-19	LF	\$20.000	26.000	0.000	26.000	26.000	26.000	\$0.00	\$520.00
REMOVAL OF STORM SEWER, CMP, 24"										
A-20	A-20	LF	\$20.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REMOVAL OF STORM SEWER, CMP, 30"										
A-21	A-21	LF	\$20.000	145.000	0.000	145.000	145.000	145.000	\$0.00	\$2,900.00
REMOVAL OF STORM SEWER, RCP, 30"										
A-22	A-22	EA	\$2,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,000.00
PLUG OF EXISTING STORM SEWER CONNECTION, 18"										
A-23	A-23	LF	\$100.000	7.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PIPE CULVERT, CMP, 30"										
A-24	A-24	EA	\$1,200.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$2,400.00
PIPE APRONS, RCP, 15"										
A-25	A-25	EA	\$1,400.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,400.00
PIPE APRONS, RCP, 24"										
A-26	A-26	EA	\$1,450.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PIPE APRONS AND APRON GUARDS, CMP, 30"										
A-27	A-27	EA	\$400.000	3.000	0.000	3.000	3.000	3.000	\$0.00	\$1,200.00
FOOTINGS FOR APRONS										
A-28	A-28	EA	\$400.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$400.00
PIPE APRON GUARD, 15"										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-29	A-29	EA	\$500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PIPE APRON GUARD, 24"										
A-30	A-30	LF	\$15.250	2,770.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN, CASE B, TYPE 1, PVC, 6"										
A-31	A-31	EA	\$420.000	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN CLEANOUT, TYPE A-1,PVC, 6"										
A-32	A-32	EA	\$230.000	12.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"										
A-33	A-33	LF	\$80.000	27.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, PVC, 8"										
A-34	A-34	LF	\$200.000	15.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHED, PVC, 12"										
A-35	A-35	LF	\$200.000	110.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN, TRENCHLESS, PVC, 12"										
A-36	A-36	LB	\$11.000	912.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FITTINGS, DUCTILE IRON, MECHANICAL JOINT, BY WEIGHT										
A-37	A-37	LF	\$10.000	27.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATER MAIN REMOVAL, 8"										
A-38	A-38	EA	\$4,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
VALVE, GATE, 12"										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-39	A-39	EA	\$7,400.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FIRE HYDRANT ASSEMBLY										
A-40	A-40	EA	\$250.000	3.000	0.000	1.000	1.000	1.000	\$0.00	\$250.00
VALVE BOX EXTENSION										
A-41	A-41	EA	\$1,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
FIRE HYDRANT ADJUSTMENT										
A-42	A-42	EA	\$3,300.000	6.000	0.000	4.500	4.500	4.500	\$0.00	\$14,850.00
STORM SEWER INTAKE, SW-505										
A-43	A-43	EA	\$8,500.000	6.000	0.000	4.500	4.500	4.500	\$0.00	\$38,250.00
STORM SEWER INTAKE, SW-506, MODIFIED										
A-44	A-44	EA	\$5,500.000	1.000	0.000	0.750	0.750	0.750	\$0.00	\$4,125.00
STORM SEWER INTAKE, SW-512, TYPE 1, 30"										
A-46	A-46	EA	\$1,200.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MANHOLE ADJUSTMENT, MINOR										
A-47	A-47	EA	\$1,500.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$3,000.00
CONNECTION TO EXISTING 8'X8' RCB										
A-48	A-48	SY	\$58.500	399.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAVEMENT, PCC, 7"										
A-49	A-49	SY	\$54.000	7,656.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAVEMENT, PCC, 9"										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-50	A-50	SY	\$51.000	659.000	0.000	676.200	676.200	676.200	\$0.00	\$34,486.20
TEMPORARY PCC/HMA PAVEMENT, 7"										
A-51	A-51	SY	\$107.250	14.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONCRETE MEDIAN, 6"										
A-52	A-52	LS	\$5,860.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PCC PAVEMENT SAMPLES AND TESTING										
A-53	A-53	SY	\$60.500	2,853.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAVEMENT, HMA, 10", HIGH TRAFFIC, PG 58-28H										
A-54	A-54	LS	\$600.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
HMA PAVEMENT SAMPLES AND TESTING										
A-55	A-55	SY	\$8.000	114.000	0.000	167.300	167.300	167.300	\$0.00	\$1,338.40
REMOVAL OF SIDEWALK										
A-56	A-56	SY	\$10.000	505.000	0.000	505.400	505.400	505.400	\$0.00	\$5,054.00
REMOVAL OF DRIVEWAY										
A-57	A-57	LF	\$14.000	125.000	0.000	27.000	27.000	27.000	\$0.00	\$378.00
REMOVAL OF CURB										
A-58	A-58	SY	\$48.000	1,488.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SHARED USE PATH, PCC 6"										
A-59	A-59	SY	\$43.000	299.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, PCC, 4"										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-60	A-60	SY	\$51.500	109.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SIDEWALK, PCC, 6"										
A-61	A-61	SF	\$45.000	270.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DETECTABLE WARNING										
A-62	A-62	SY	\$53.250	568.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DRIVEWAY, PAVED, PCC, 7"										
A-63	A-63	TON	\$40.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE										
A-64	A-64	SY	\$7.000	7,588.000	0.000	5,391.675	5,391.675	5,391.675	\$0.00	\$37,741.73
PAVEMENT REMOVAL										
A-65	A-65	TON	\$29.000	472.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GRANULAR SHOULDERS, TYPE B										
A-66	A-66	STA	\$115.000	70.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED PAVEMENT MARKINGS, DURABLE										
A-67	A-67	EA	\$200.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED SYMBOLS AND LEGENDS, DURABLE										
A-68	A-68	STA	\$85.000	52.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR PAVEMENT MARKINGS										
A-69	A-69	EA	\$210.000	10.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GROOVES CUT FOR SYMBOLS AND LEGENDS										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-70	A-70	LS	\$13,500.000	1.000	0.000	0.250	0.250	0.250	\$0.00	\$3,375.00
TEMPORARY TRAFFIC CONTROL										
A-71	A-71	EA	\$250.000	11.000	0.000	4.000	4.000	4.000	\$0.00	\$1,000.00
REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY										
A-72	A-72	AC	\$2,695.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING, TYPE 1										
A-73	A-73	LS	\$2,000.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WARRANTY										
A-74	A-74	LS	\$1,400.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,400.00
SWPPP PREPARATION										
A-75	A-75	LS	\$4,200.000	1.000	0.168	0.369	0.537	0.537	\$705.60	\$2,255.40
SWPPP MANAGEMENT										
A-76	A-76	SY	\$10.000	61.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY ROLLED CONTROL PRODUCT, TYPE 2D										
A-77	A-77	LF	\$1.650	1,100.000	0.000	1,552.000	1,552.000	1,552.000	\$0.00	\$2,560.80
WATTLE, 9”										
A-78	A-78	LF	\$0.250	1,100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
WATTLE, REMOVAL										
A-79	A-79	LF	\$1.650	4,800.000	0.000	749.000	749.000	749.000	\$0.00	\$1,235.85
SILT FENCE, INSTALLATION										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-80	A-80	LF	\$0.010	4,800.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SILT FENCE, REMOVAL OF SEDIMENT										
A-81	A-81	LA	\$0.010	4,800.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SILT FENCE, REMOVAL OF DEVICE										
A-82	A-82	EA	\$125.000	24.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INLET PROTECTION DEVICE, INSTALLATION, DROP-IN										
A-83	A-83	EA	\$125.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INLET PROTECTION DEVICE, INSTALLATION, SURFACE-APPLIED										
A-84	A-84	EA	\$20.000	28.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
INLET PROTECTION DEVICE, MAINTENANCE										
A-85	A-85	TON	\$68.000	15.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REVTMENT, CLASS E										
A-86	A-86	LF	\$200.000	100.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SAFETY RAIL, POWDER COATED BLACK										
A-87	A-87	LS	\$13,300.000	1.000	0.168	0.369	0.537	0.537	\$2,234.40	\$7,142.10
CONSTRUCTION SURVEY										
A-88	A-88	LS	\$95,000.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$47,500.00
MOBILIZATION										
A-89	A-89	EA	\$2,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONCRETE WASHOUT										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
A-90	A-90	EA	\$17,750.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RECTANGULAR RAPID FLASHING BEACON (RRFB) - 2 POSTS PER LOCATION										
A-91	A-91	EA	\$7,500.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SOLAR POWERED SPEED FEEDBACK SIGN										
A-92	A-92	LS	\$225.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$225.00
RCTT Sign on Creekside Dr										
A-93	2599-9999005	EACH	\$7,917.250	1.000	0.000	1.000	1.000	1.000	\$0.00	\$7,917.25
('EACH' ITEM): Cast-In-Place Storm Structures										
C-1	C-1	SY	\$13.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SUBBASE, MODIFIED 6"										
C-2	C-2	SY	\$76.500	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY PCC/HMA PAVEMENT, 7"										
C-3	C-3	LS	\$16,500.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY TRAFFIC CONTROL										
C-4	C-4	EA	\$2,000.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
TEMPORARY TRAFFIC SIGNALS										
C-5	C-5	AC	\$1,000.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
END OF SEASON TEMPORARY EROSION CONTROL										
C-6	C-6	LS	\$69,950.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MOBILIZATION										
Section Totals:									\$94,179.40	\$544,283.13

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Total Payments:									\$94,179.40	\$544,283.13

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Work shall be fully completed on or before 10/1/25 for the base bid. Liquidated damages of \$1,000 for each calendar day that the work remains incomplete will be issued.	10/01/2025	10/01/2025	N/A	\$0.00	N/A	67.0 Days	\$0.00
Work shall be fully completed on or before 12/1/25 for Alternate 1. Liquidated damages of \$1,000 for each calendar day that the work remains incomplete will be issued.	12/01/2025	12/01/2025	N/A	\$0.00	N/A	128.0 Days	\$0.00
Work will start within 10 days of the date specified on the Notice to Proceed, work shall be substantially complete on or before 11/1/25 for Alternate 1. Liquidated damages of \$1,000 for each calendar day after.	11/01/2025	11/01/2025	N/A	\$0.00	N/A	98.0 Days	\$0.00
Work will start within 10 days of the date specified on the Notice to Proceed, work shall be substantially complete on or before 9/1/25 for the base bid. Liquidated damages of \$1,000 for each calendar day after.	09/01/2025	09/01/2025	N/A	\$0.00	N/A	37.0 Days	\$0.00
Total Damages:							\$0.00

Summary

Current Approved Work:	\$94,179.40
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$4,708.97
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$89,470.43
Previous Payment:	\$182,753.06

Approved Work To Date:	\$544,283.13
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$27,214.16
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$517,068.97
Previous Payments To Date:	\$427,598.54

The work items shown herein are just and unpaid, and the requirement of SUDAS specifications for this project, all requirements as to maximum hours of labor and minimum wages have been complied with.

Manatt's, Inc.

(Date)

Recommended by HR Green

(Date)

Approved by City of Bondurant

(Date)



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

Item No. 6.k.
For Meeting of 8/4/2025
Resolution

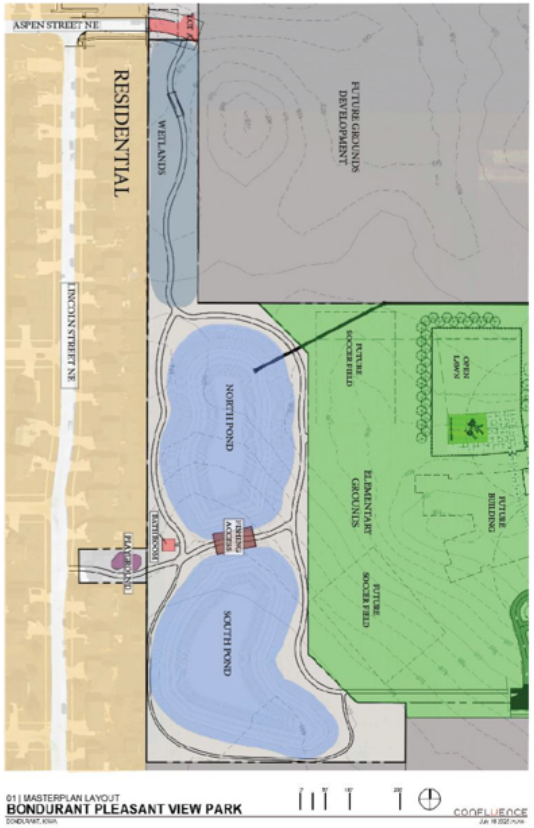
TITLE: - Resolution of endorsement for the City of Bondurant's grant application to the State of Iowa's Resource Enhancement and Protection Act (REAP) grant program for funding to assist with the development efforts for Pleasantview Park

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Katie Klus, Communication & Events Coordinator
Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant is applying for the State of Iowa's Resource Enhancement and Protection (REAP) grant to assist in funding the development efforts for Pleasantview Park. Pleasantview Park is located east of the Pleasant Grove neighborhood and to the west of the future Bondurant-Farrar Community School District's new kindergarten/elementary school building. Pleasantview Park will feature native planting areas, a paved trail system, detention ponds that will be accessible for public fishing, a public fishing amenity and a playground along Lincoln Street NE. The REAP grant will help assist in the development of the detention ponds, native plantings, public fishing amenity and trail connections. The City anticipates excavation of the two detention ponds will begin in the fall of this calendar year. REAP applications are due by Friday, August, 15.

The City has been working with Confluence on the park design, the layout of which is found below. The most current estimate for grading of the completed ponds, 1,800 feet of trail, and 14 acres of seeding (7 acres of prairie and 7 acres of type 1 seed), is with engineering is \$870K. This does not include playground, or fishing platforms, etc. The ponds are necessary for stormwater retention and will also provide public amenity, serving two neighborhoods (Pleasant Grove and Fieldview) that currently do not have a local park.



FUNDING SOURCE: Grant funds and Bonds supported by TIF, GO Debt Service Levy, Road Use Tax Funds, and Stormwater Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-233

**CITY OF BONDURANT
RESOLUTION NO. 250804-233**

**A RESOLUTION IN SUPPORT OF THE CITY OF BONDURANT'S APPLICATION TO
THE STATE OF IOWA RESOURCE ENHANCEMENT AND PROTECTION (REAP)
GRANT PROGRAM FOR THE DEVELOPMENT OF PLEASANTVIEW PARK**

WHEREAS the City of Bondurant is committed to enhancing the quality of life for its residents through the development of accessible and sustainable parks and recreation areas; and

WHEREAS the State of Iowa's Resource Enhancement and Protection Act (REAP) program is a competitive grant program administered by the Iowa Department of Natural Resources (DNR) that provides financial assistance for the development and creation of recreational, cultural, educational, and entertainment attractions in Iowa communities; AND

WHEREAS the REAP program is designed to enhance and protect the state's natural and cultural resources in communities across Iowa and encourages public-private partnerships as well as broad-based local support; AND

WHEREAS the City of Bondurant is preparing a grant application to the REAP program seeking up to \$100,000 in funding to support the construction of the Pleasantview Park, located east of the Pleasant Grove neighborhoods and adjacent to the future Bondurant-Farrar Community School District's new school; AND

WHEREAS Pleasantview Park is a planned public park located east of the Pleasant Grove neighborhood and west of the future Bondurant-Farrar Community School District's new kindergarten/elementary school building; and

WHEREAS the proposed Pleasantview Park will include native prairie planting areas, a paved trail system, stormwater detention ponds that will also serve as public fishing amenities, and a playground located along Lincoln Street NE; and

WHEREAS the development of Pleasantview Park will provide critical recreational opportunities and environmental benefits to the adjacent Pleasant Grove and Fieldview neighborhoods, which are currently underserved by local park facilities; and

WHEREAS the City has partnered with Confluence to develop the park's design and layout and has received preliminary engineering cost estimates totaling approximately \$870,000 for the grading of the ponds, installation of 1,800 linear feet of trail, and the seeding of 14 acres (including 7 acres of native prairie and 7 acres of Type 1 seed mix); and

WHEREAS the City anticipates beginning excavation of the two detention ponds in the fall of 2025; and

WHEREAS the City is applying to the State of Iowa's Resource Enhancement and Protection (REAP) grant program to help fund key components of the Pleasantview Park project, including the development of the detention ponds, trail connections, native planting areas, and public fishing amenities; and

WHEREAS REAP grant applications are due by Friday, August 15, 2025, and require an official resolution of support from the applicant's governing body;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the City hereby its full support to the City's grant application and authorizes the submission of the REAP grant application to the Iowa Department of Natural Resources and affirms its commitment to the successful completion of this important community project that includes the development of trails and fishing ponds in Pleasantview Park.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor, City Administrator, or their designee to execute the grant application and any supporting documents necessary for submission.

Passed this 4th day of August 2025.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.I.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution approving an amended Parking Lot Cost Share Development Agreement with DeepV PLLC for a parking lot expansion project at 106/108 Main Street, NE

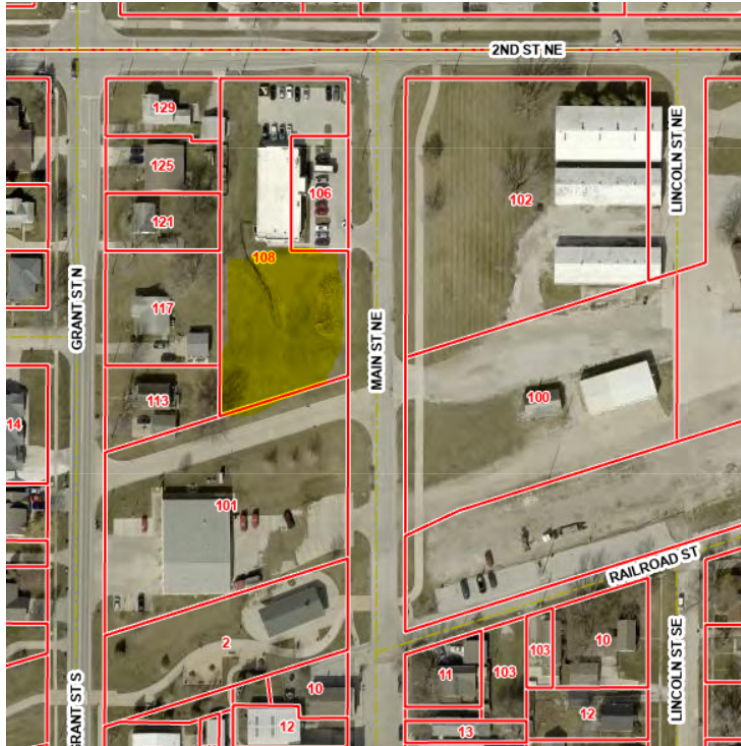
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

On May 19, 2025 the Bondurant City Council approved a resolution approving a Parking Lot Cost Share Development Agreement with DeepV PLLC for a parking lot expansion project at 106/108 Main Street NE. The attached resolution approves an amended version of this Parking Lot Cost Share Development agreement, taking into account the following changes requested by the Property Owner following his review of the Parking Lot Cost Share Development Agreement: amended version specifies that all design-related costs will be paid exclusively by the City; amended version assigns a timeline for maintenance estimate review; and amended version specifies that signage is subject to written approval by the Property Owner.

The attached resolution approves an amended Parking Lot Cost Share Development Agreement with the property owner of parcels located at 106/108 Main Street NE, home to Kimball & Beecher Family Dentistry. This site lies directly north of the City's upcoming community center project called The Station, which will repurpose the soon-to-be-vacated fire station. Recognizing the increasing parking demand in this area and the opportunity for shared infrastructure solutions, the City of Bondurant proactively approached the property owner to collaborate on a parking lot expansion project for the area highlighted in yellow below.



Under the attached agreement, new parking stalls will be added to the site and will follow a shared-use model: spaces will serve the private dental office during regular business hours and transition to public use during evenings and weekends. The existing parking spaces at the Kimball & Beecher Family Dentistry site will also transition to public availability during non-business hours in the same manner. These shared-use arrangements will be formalized through a separate public parking easement agreement.

To support the project, the City secured \$127,500 in grant funding through the Iowa Department of Agriculture & Land Stewardship's Water Quality Initiative – Urban Conservation Projects Program. This funding will help cover a portion of project costs both on the Kimball & Beecher Family Dentistry site and The Station site associated with stormwater enhancements, including permeable pavers and a bioretention swale, which are key components of the site design and intended to improve localized stormwater management.

Summary of Agreement Terms

- **Design & Construction:** the City is responsible for hiring the engineering and construction teams, in consultation with the property owner; the design will consider future potential for a second building on site; and all plans must be City-approved and comply with applicable regulations.

- **Cost Sharing:** the property owner will reimburse the City for 35% of actual construction costs, capped at \$63,151.20, excluding additional permeable paving costs; and payment is due within 30 days of project completion.
- **Maintenance & Liability:** the property owner will maintain the entire lot (existing and expanded areas); the City will reimburse 65% of annual maintenance costs; and liability insurance must cover both private and public use periods, with respective indemnifications.
- **Parking Use:** all parking spaces will be private during business hours and public during non-business hours, following posted signage and easement terms.
- **Term:** the agreement is valid for 20 years and transferable with the property upon sale.

This project is anticipated to add approximately 25 new parking stalls, while also transitioning 27 existing private stalls into shared-use status during non-business hours. The preliminary cost estimate to complete this parking lot expansion project is \$190,000. These improvements represent a meaningful increase in public parking availability in the downtown core.

Participation in this parking expansion initiative is consistent with Policy 15C of the Building Bondurant Comprehensive Plan, which emphasizes establishing public parking opportunities to meet the increasing demand tied to redevelopment activity in downtown Bondurant and the adjacent Grain District.

FUNDING SOURCE: Bond/TIF and Grant Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-234
2. Parking Lot Cost Share Development Agreement

CITY OF BONDURANT
RESOLUTION NO. 250804-234

RESOLUTION APPROVING AN AMENDED PARKING LOT COST SHARE
DEVELOPMENT WITH DEEPV PLLC FOR A PARKING LOT EXPANSION PROJECT
AT 106/108 MAIN STREET NE

WHEREAS on May 19, 2025, the Bondurant City Council approved a Parking Lot Cost Share Development Agreement with DEEPV PLLC; AND

WHEREAS following City Council's approval, DEEPV PLLC provided their review comments; AND

WHEREAS an amended version of the Parking Lot Cost Share Development Agreement has been generated, taking into account the following feedback: amended version specifies that all design-related costs will be paid exclusively by the City; amended version assigns a timeline for maintenance estimate review; and amended version specifies that signage is subject to written approval by the Property Owner; AND

WHEREAS the City of Bondurant recognizes a growing need for additional public parking opportunities in the downtown area as redevelopment continues, including the expansion of The Station project and other key initiatives within the Grain District; AND

WHEREAS the Building Bondurant Comprehensive Plan supports strategies to address parking demand, including Policy 15C, which encourages the need for additional public parking space opportunities downtown; AND

WHEREAS DeepV PLLC, the owner of property located at 106/108 Main Street NE and the site of Kimball & Beecher Family Dentistry, owns existing parking facilities immediately north of the City's future community center site, The Station; AND

WHEREAS the City approached the property owner to propose a shared-use parking lot expansion project to serve both private business and public needs in the downtown area; and

WHEREAS the proposed project is eligible for and supported the Iowa Department of Agriculture & Land Stewardship's Water Quality Initiative – Urban Conservation Projects Program; AND

WHEREAS, under the terms of the Parking Lot Cost Share Development Agreement, the City will:

1. Hire the engineering and construction teams for the project;
2. Receive a 35% reimbursement of actual project costs from the property owner, capped at \$63,151.20 (excluding costs for permeable paving);

3. Reimburse 65% of annual maintenance costs, with the property owner retaining responsibility for routine upkeep of the expanded and existing parking areas; and
4. Ensure that new and existing stalls follow a shared-use model, being private during normal weekday business hours and transitioning to public use during evenings and weekends through a separate public easement agreement.

WHEREAS the parking lot expansion will add approximately 25 new stalls and transition 27 existing stalls to shared-use status during non-business hours, offering a significant improvement to the downtown parking inventory and enhancing access to businesses and civic facilities.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the attached Parking Lot Cost Share Development Agreement is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed this 4th day of August 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Parking Lot Cost Share Development Agreement

This Parking Lot Cost Share Development Agreement ("Agreement") is entered into as of this ____ day of _____, 2025, by and between the City of Bondurant, Iowa, a municipal corporation ("City"), and DeepV PLLC, a Professional Limited Liability Company or "Property Owner", with an office at 106/108 Main Street SE, Bondurant, Iowa 50035.

Recitals

WHEREAS the Building Bondurant Comprehensive Plan identifies the need to promote shared parking solutions in Bondurant's downtown, as explained by Action 15D of Chapter 7; AND

WHEREAS shared parking solutions are essential to maximizing efficient use of limited downtown space and enhancing accessibility to existing businesses and facilities; AND

WHEREAS Property Owner owns certain property located at 106/108 Main Street SE, Bondurant, Iowa 50035, which includes an existing dentist office and existing parking facilities; AND

WHEREAS the City and the Property Owner wish to collaborate on a parking lot expansion project ("Project") on Property Owner's property at 106/108 Main Street SE to address parking demand and optimize the use of parking facilities for both private and public purposes; AND

WHEREAS the City and the Property Owner desire to facilitate private use of the parking lot during the Property Owner's business hours and transition to public parking during non-business hours to serve the broader community.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Project Design and Construction

1.1 Design Responsibility: Property Owner shall determine future building size if a second building on the site is desired. The City shall hire a qualified engineering firm to design the site plan for the parking lot expansion. If Property Owner has interest in potentially constructing a second building on this site in the future south of the current building, the engineering firm shall consider stormwater calculations of this potential project as they are designing out the site. All designs shall comply with applicable codes and standards and be approved by the City prior to construction. All costs related to the design responsibility shall be paid for exclusively by the City.

1.2 Construction Responsibility: The City shall hire a qualified firm to construct the parking lot per the approved site plan, in consultation with the Property Owner. Property Owner shall be responsible for procuring all necessary permits for future building at the

time it is constructed. Construction of both parking and future building shall adhere to the approved designs and applicable standards.

1.3 Grant Funding: The Property Owner acknowledges that the City has been awarded grant funding through the Iowa Department of Agriculture & Land Stewardship's Water Quality Initiative, Urban Conservation Projects Program. The grant funding will require that the project must be completed by December 31, 2026.

1.4 Reimbursement: The Property Owner agrees to reimburse the City for 35% of the actual, documented construction costs of the Project, excluding the increased costs for permeable pavers and design responsibility costs outlined in Section 1.1, up to a maximum of \$63,151.20. Such payment is due to the City within 30 days of project completion.

2. Ongoing Maintenance and Liability

2.1 Maintenance: Property Owner shall be solely responsible for the ongoing maintenance, repair, and upkeep of the existing parking lot and the expanded parking lot, including snow removal, surface repairs, permeable paver upkeep, and stormwater management elements, including bioretention swale. The City is responsible for reimbursing 65% of the maintenance, on an annual basis. Prior to commencement of engaging a maintenance contractor, the Property Owner will provide the City an estimate for the cost of services to ensure the cost is competitive with market conditions. The City will review the estimate and raise any objections within 10 days. The City shall not unreasonably delay or deny approval of the estimate.

2.2 Liability: Property Owner shall maintain liability insurance covering the entire parking lot area and name the City as an additional insured during both private and public use periods. The additional insured status for the City under the Property Owner's policy must include a non-waiver of the City's governmental immunities as provided under Chapter 670 of the Iowa Code. Property Owner shall indemnify and hold the City harmless from any claims, damages, or liabilities arising from the use of the parking lot during private use periods. The City shall indemnify Property Owner for claims arising during public use periods, except for claims resulting from Property Owner's negligence.

3. Parking Use and Public Easement

3.1 Use Transition: The parking lot, including the existing and expanded areas shown in Exhibit A, shall be reserved for private use by the Property Owner, its tenants, employees, and customers during business hours (Monday through Friday, 6:00 a.m. to 6:00 p.m.). Outside of business hours (Monday through Friday, 6:00 p.m. to 6:00 a.m., and all day on weekends), the entire parking lot shall be available for public use pursuant to the public parking easement agreement.

3.2 Public Easement: a separate Public Parking Easement Agreement between the City and the Property Owner will be established to formalize the parking space use transition.

3.3 Signage: The City shall be responsible for installing and maintaining appropriate signage to inform users of the parking lot's transitional use. Signage shall clearly indicate private use hours, public use hours, and any parking regulations. Signage shall be subject to review and written approval by the Property Owner.

4. Miscellaneous Provisions

4.1 Term and Termination: This Agreement shall remain in effect for a period of 20 years from the date of execution, unless terminated earlier by mutual written consent of both Parties. Either Party may terminate this Agreement with 180 days' written notice to the other Party. However, in the event of termination, the Property Owner shall remain responsible for its cost share obligations outlined in Section 1.4, and any termination shall not affect the public parking easement unless separately amended or terminated.

4.2 Entire Agreement: This Agreement represents the entire understanding between the Parties regarding the Project and supersedes any prior agreements or understandings.

4.3 Amendments: Any amendments to this Agreement must be made in writing and signed by both Parties.

4.4 Transferability: This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Property Owner shall not assign or transfer its rights or obligations under this Agreement without the prior written consent of the City. Any sale, transfer, or conveyance of the Property that includes the parking lot shall require the new owner to assume all responsibilities and obligations under this Agreement. The City reserves the right to require a formal written acknowledgment from any subsequent owner confirming their acceptance of the terms herein.

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

4.5 Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

5. Signatures

City of Bondurant:

By: _____

Name: _____

Title: _____

Property Owner:

By: _____

Name: _____

Title: _____



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

Item No. 6.m.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution approving a Public Parking Easement Agreement between the City of Bondurant and DeepV PLLC regarding the parking lot expansion project at 106/108 Main Street, NE

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The attached resolution approves the also attached Public Parking Easement Agreement between the City of Bondurant and DeepV PLLC related to a collaborative parking lot expansion project at 106/108 Main Street NE—home to Kimball & Beecher Family Dentistry. This site is situated directly north of the City’s upcoming community center project, The Station, which will repurpose the existing fire station. With increasing parking demand and proximity to significant civic redevelopment, the City proactively engaged with the property owner at 106/108 Main Street NE to implement a shared infrastructure solution.

This Public Parking Easement Agreement formalizes shared-use access to both existing and newly constructed parking spaces on the property. During regular business hours (Monday through Friday, 6:00 a.m. to 6:00 p.m.), the parking lot remains for private use by the dental office and its patrons. Outside of those hours—including all evenings and weekends—the lot becomes available for public parking. The agreement allows the City to improve accessibility in the downtown core while enabling efficient land use through shared public/private parking infrastructure.

This resolution is complementary to the Parking Lot Cost Share Development Agreement. While both documents relate to the same project, they serve distinct purposes:

- **The Cost Share Development Agreement** outlines the responsibilities for the design, construction, cost participation, ongoing maintenance, and liability allocation for the parking lot project. Notably, it sets the City's responsibility for design costs, assigns a 35% construction cost share (capped at \$63,151.20) to

the property owner, and establishes a 65% maintenance reimbursement from the City for the life of the agreement.

- **The Public Parking Easement Agreement**, on the other hand, formally grants the City non-exclusive public access rights to the parking lot during non-business hours. It defines public use periods, conditions for suspension during special events, signage provisions, and indemnification responsibilities for both parties. The easement is irrevocable for 20 years and runs with the land (unless Grantee fails to meet obligations), ensuring continuity in access even with a change in ownership.

Together, these agreements ensure the creation of approximately 25 new parking stalls and transition 27 existing stalls to shared use—yielding a total of over 50 stalls accessible to the public outside business hours. The project also benefits from \$127,500 in grant funding from the Iowa Department of Agriculture & Land Stewardship’s Water Quality Initiative – Urban Conservation Projects Program, which supports stormwater improvements such as permeable pavers and bioretention swales on both the DeepV PLLC site and The Station.

This public-private partnership aligns with Policy 15C of the *Building Bondurant* Comprehensive Plan by enhancing public parking availability to support redevelopment in downtown Bondurant and the adjacent Grain District.

FUNDING SOURCE: Bond/TIF and Grant Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-235
2. Draft Public Parking Easement

CITY OF BONDURANT
RESOLUTION NO. 250804-235

A RESOLUTION APPROVING A PUBLIC PARKING EASEMENT AGREEMENT
BETWEEN THE CITY OF BONDURANT AND DEEPV PLLC REGARDING THE
PARKING LOT EXPANSION PROJECT AT 106/108 MAIN STREET NE

WHEREAS DeepV PLLC is the owner of real property located at 106/108 Main Street NE, Bondurant, Iowa, the site of Kimball & Beecher Family Dentistry, situated directly north of the City's forthcoming community center project, The Station; AND

WHEREAS the City of Bondurant (the "City") has proactively collaborated with the property owner to address increasing parking demand through a shared-use infrastructure solution supporting downtown redevelopment and the adjacent Grain District; AND

WHEREAS the attached Public Parking Easement Agreement (the "Agreement") establishes a non-exclusive, irrevocable public parking easement for a period of twenty (20) years, allowing public access to both existing and newly constructed parking stalls on the property outside of regular business hours; AND

WHEREAS the Agreement provides that public parking shall be available Monday through Friday from 6:00 p.m. to 6:00 a.m., and all day on Saturdays and Sundays, while the property remains for the private use of the dental office and its patrons during regular business hours (Monday through Friday, 6:00 a.m. to 6:00 p.m.); AND

WHEREAS this Agreement is complementary to the separate Parking Lot Cost Share Development Agreement, which outlines responsibilities for design, construction, cost-sharing, maintenance, and liability; AND

WHEREAS this collaborative public-private initiative will create approximately 25 new parking stalls and convert 27 existing private stalls into shared-use parking, providing over 50 public-accessible stalls during off-business hours and supporting stormwater improvements through \$127,500 in Water Quality Initiative grant funding; AND

WHEREAS this effort aligns with Policy 15C of the Building Bondurant Comprehensive Plan by enhancing public parking availability and supporting downtown revitalization; AND

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the attached Public Parking Easement Agreement is hereby approved, and the Mayor is authorized to execute the Agreement on behalf of the City.

Passed this 4th day of August 2025,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

PUBLIC PARKING EASEMENT AGREEMENT

This Public Parking Easement Agreement ("Agreement") is made and entered into this ____ day of _____, 2025, by and between DEEPV PLLC, a Professional Limited Liability Company with its principal office located at 106/108 Main Street SE, Bondurant, Iowa 50035 ("Grantor"), and the CITY OF BONDURANT, IOWA, a municipal corporation organized under the laws of the State of Iowa ("Grantee").

RECITALS

WHEREAS Grantor is the owner of certain real property located at 106/108 Main Street SE, Bondurant, Iowa 50035, legally described as LOTS 8, 9, 10, 11, 12, AND 13 (EXCEPT THE EAST 66 FEET OF LOTS 9 AND 10) AND ALL OF THE VACATED ALLEY IN BLOCK 11, ALL IN BLOCK 11 OF THE OFFICIAL REPLAT OF OUTLOTS 10, 11, AND 12 OF THE TOWN OF BONDURANT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA; AND THE EAST 66 FEET OF LOTS 9 AND 10 IN BLOCK 11 OF THE OFFICIAL REPLAT OF OUTLOTS 10, 11, AND 12 IN THE TOWN OF BONDURANT, POLK COUNTY, IOWA (the "Subject Property"), including an existing and expanded parking lot; AND

WHEREAS the City seeks to improve public accessibility in its downtown and recognizes the benefit of shared use of private parking for public purposes outside of business hours; AND

WHEREAS the Parties have entered into a separate Parking Lot Cost Share Development Agreement that supports construction improvements on the Subject Property and acknowledges the intent to provide long-term public use of parking infrastructure; AND

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the Parties agree as follows:

1. Grant of Easement

Grantor hereby grants, conveys, and warrants to Grantee, its successors and assigns, a non-exclusive easement ("Easement") over the parking lot located on the Subject Property, as generally depicted in Exhibit A, for the purpose of public parking and vehicular and pedestrian ingress and egress during the designated public use periods.

2. Scope and Use

2.1 Public Use Periods

The Easement shall permit public access to and use of the parking lot:

- Monday through Friday from 6:00 p.m. to 6:00 a.m., and
- All day on Saturdays and Sundays.

2.2 Private Use Periods

Grantor and its tenants, employees, customers, and invitees shall have exclusive use of the parking lot:

- Monday through Friday from 6:00 a.m. to 6:00 p.m.
- Grantor shall have the right, at Grantee's cost or vehicle owner's cost and expense, to remove any vehicles that violate the permitted public access and use of the parking lot.

2.3 Access Protection

No barrier, curb, fence, gate, or other structure shall be erected or maintained by Grantor that would obstruct ingress or egress of vehicles or pedestrians from the Easement Area during public use periods. The Easement Area shall remain continuously accessible to the public during the Public Use Periods as defined in Section 2.1.

2.4 Special Event Suspension

Grantor may request a temporary suspension of public parking rights for a specific special event, not to exceed three (3) days in any calendar year, by providing the City with at least thirty (30) days' prior written notice. The City shall not unreasonably withhold approval.

3. Maintenance and Liability

3.1 Maintenance

The Parties acknowledge that maintenance responsibilities for the Easement Area are addressed in the separate Parking Lot Cost Share Development Agreement.

3.2 Insurance and Indemnification

Grantor shall maintain liability insurance covering the entire parking lot, including the Easement Area, and shall name the City as an additional insured during both private and public use periods. The additional insured status shall include a non-waiver of the City's governmental immunities pursuant to Chapter 670 of the Iowa Code. Grantor shall indemnify and hold the City harmless from any claims, damages, or liabilities

arising from the use of the parking lot during private use periods. The City shall indemnify and hold harmless the Grantor for claims arising from use of the Easement Area during public use periods, except to the extent such claims result from the negligence or willful misconduct of the Grantor.

4. Signage

The Parties acknowledge that signage responsibilities for the Easement Area are addressed in the separate Parking Lot Cost Share Development Agreement.

5. Term and Renewal

5.1 Term

This Easement shall remain in effect for a period of twenty (20) years from the Effective Date.

5.2 Irrevocability

This Easement shall not be revoked, terminated, or amended in a manner that limits or eliminates public access rights during the initial twenty (20) year term. However, Grantor may revoke this Easement in the event the Grantee does not meet its obligations provided for in the Cost Share Development Agreement dated _____, 2025 (the "Cost Share Agreement"). Grantor may revoke this Easement in the event the Grantee fails to meet the obligations of this Easement and the terms of the Cost Share Agreement.

5.3 Renewal

Following the expiration of the initial term, the Parties may mutually agree to extend the Easement for successive five (5) year renewal terms. Any such extension shall be executed in writing and recorded with the Polk County Recorder.

6. Covenants Running with the Land

This Easement shall run with the land and be binding on all successors and assigns of the Grantor, and shall inure to the benefit of the City and its successors.

7. Notices

All notices required under this Agreement shall be in writing and delivered via:

- (a) Certified mail (return receipt requested),
- (b) Overnight courier,
- (c) Personal delivery, or
- (d) Email with acknowledgment of receipt.

Notices shall be directed to the following:

City of Bondurant
Attn: City Administrator
200 2nd Street NE
Bondurant, Iowa 50035

DeepV PLLC
Attn: Dr. Stephen Neville
106/108 Main Street SE
Bondurant, Iowa 50035

8. Recording

This Agreement shall be recorded with the Polk County Recorder and shall be effective upon recording.

9. Governing Law

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

CITY OF BONDURANT

By: _____

Name: _____

Title: _____

STATE OF IOWA)

**) ss:**

COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for said State, personally appeared _____, to me known to be the _____ of the City of Bondurant, Iowa, and acknowledged the execution of this instrument as the voluntary act of said City.

Notary Public in and for the State of Iowa

My commission expires: _____

DEEPV PLLC

By: _____

Name: _____

Title: _____

STATE OF IOWA)

**) ss:**

COUNTY OF _____)

On this ____ day of _____, 2025, before me, the undersigned Notary Public in and for said State, personally appeared _____, to me known to be the _____ of DeepV PLLC, and acknowledged the execution of this instrument as the voluntary act of said entity.

Notary Public in and for the State of Iowa

My commission expires: _____

DRAFT

Exhibit A: Site plan showing the parking lot area subject to this Easement (to be attached).

DRAFT



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

Item No. 6.n.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution approving NE Jorie Way Acquisition Plat

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The acquisition plat for NE Jorie Way, prepared by Veenstra & Kimm, requires approval from the Bondurant City Council before it can be recorded. The City has been in coordination with the Iowa DOT regarding this plat, which will facilitate the transfer of ownership of the roadway area from the Iowa DOT to the City of Bondurant. The City initiated this request after recently investing in improvements to the area, including the extension of a water main and stormwater work.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-236
2. 4284 ACQ-01 Jorie Way

CITY OF BONDURANT
RESOLUTION NO. 250804-236

RESOLUTION APPROVING THE NE JORIE WAY ACQUISITION PLAT FOR
RECORDING

WHEREAS an acquisition plat for NE Jorie Way has been prepared by Veenstra & Kimm for the purpose of transferring ownership of roadway area from the Iowa Department of Transportation (Iowa DOT) to the City of Bondurant; AND

WHEREAS approval of the Bondurant City Council is required before this acquisition plat can be recorded; AND

WHEREAS the City of Bondurant has been coordinating with the Iowa DOT concerning this transfer of ownership.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, that the NE Jorie Way Acquisition Plat is approved for recording.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

PROJECT# 4284
DRAWN T. PAUL
CHECKED M. THOMAS
APPROVED G. ROTH
DATE 2-18-2025

Index Legend	
City:	Bondurant
County:	Polk
Parcel ID:	7922.05.640.007
Description:	SE 1/4 Sec 5-79-22
Proprietor:	Iowa Department of Transportation
Surveyor:	Matthew J. Thomas
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

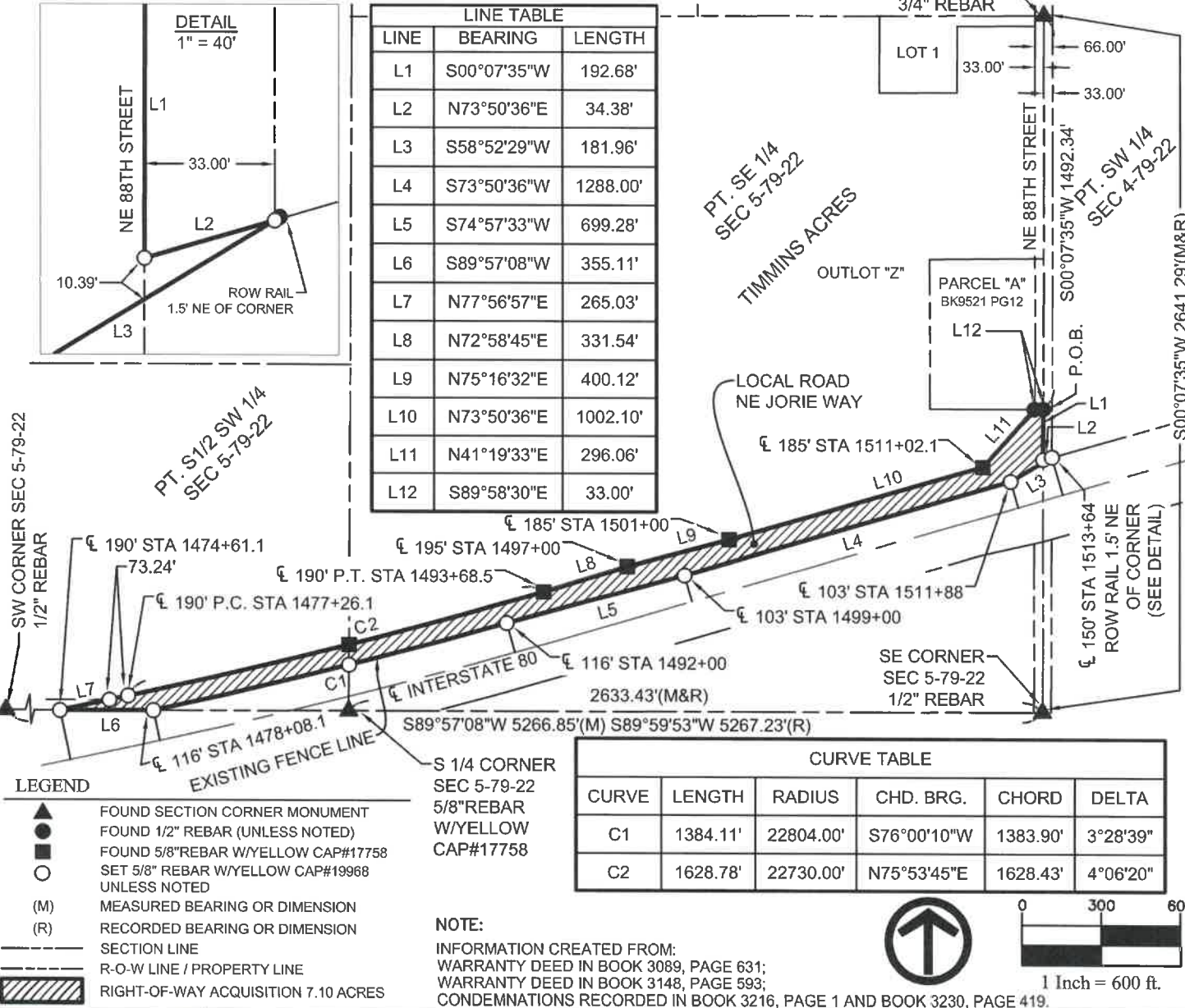
ACQUISITION PLAT

LEGAL DESCRIPTION: FOR PUBLIC RIGHT-OF-WAY TRANSFER

A PART OF THE SOUTHEAST 1/4 AND PART OF THE SOUTHWEST 1/4 OF SECTION 5 AND PART OF THE SOUTHWEST 1/4 OF SECTION 4, ALL IN TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5th P. M., POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 5; THENCE SOUTH 00°07'35" WEST ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, 1492.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°07'35" WEST ALONG SAID EAST LINE, 192.68 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 80 AS DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 3089 ON PAGE 631 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE NORTH 73°50'36" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 34.38 FEET TO THE EAST RIGHT OF WAY LINE OF NE 88TH STREET; THENCE SOUTH 58°52'29" WEST, 181.96 FEET; THENCE SOUTH 73°50'36" WEST, 1288.00 FEET; THENCE SOUTH 74°57'33" WEST, 699.28 FEET; THENCE SOUTHWESTERLY, 1384.11 FEET ALONG A 22804.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH AND HAVING A CHORD BEARING OF SOUTH 76°00'10" WEST, 1383.90 FEET TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 5; THENCE SOUTH 89°57'08" WEST ALONG SAID SOUTH LINE, 355.11 FEET TO THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE 80 AS DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 3148 ON PAGE 593 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE NORTH 77°56'57" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 265.03 FEET; THENCE NORTHEASTERLY, 1628.78 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE AND ALONG A 22730.00 FOOT RADIUS CURVE CONCAVE TO THE NORTH AND A CHORD BEARING OF NORTH 75°53'45" EAST, 1628.43 FEET; THENCE NORTH 72°58'45" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 331.54 FEET; THENCE NORTH 75°16'32" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 400.12 FEET; THENCE NORTH 73°50'36" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 1002.10 FEET; THENCE NORTH 41°19'33" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 296.06 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 88th STREET; THENCE SOUTH 89°58'30" EAST, 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.10 ACRES, MORE OR LESS. FOR THE PURPOSE OF THIS DESCRIPTION, ALL BEARING AND DISTANCES REFERENCED TO NAD83(2011) IA SPCS SOUTH ZONE, US SURVEY FOOT.



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Matthew J. Thomas 02/24/25
MATTHEW J. THOMAS, P.L.S.
License Number: 19968
My license renewal date is DECEMBER 31, 2025
Pages or sheets covered by this seal:



EXHIBIT ACQ-1 SHEET 1 OF 1



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

Item No. 7.a.
For Meeting of 8/4/2025
Resolution

TITLE: Public hearing - Regarding vacation of portions of the Lincoln Street, NE right-of-way in the Grain District

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The City is in receipt of a right-of-way vacation request for portions of the existing Lincoln Street NE right-of-way located within the Grain District PUD area. The 101 LLC is the property owner of the Grain District PUD area. A part of the Grain District development includes the reconstruction and reconfiguration of Lincoln Street NE. This vacation is to remove portions of Lincoln Street NE that will not be located within the new Lincoln Street NE corridor. The attached vacation document shows the proposed vacated area in relation to the new Lincoln Street NE corridor. The vacation area is shown below in red.



Vacation of this unnecessary portion of Lincoln Street NE right-of-way is necessary

prior to recording of the approved Grain District Final Plat document.

The Planning & Zoning Commission reviewed this Lincoln Street NE right-of-way vacation request during their meeting on July 10, 2025 and voted on recommended approval.

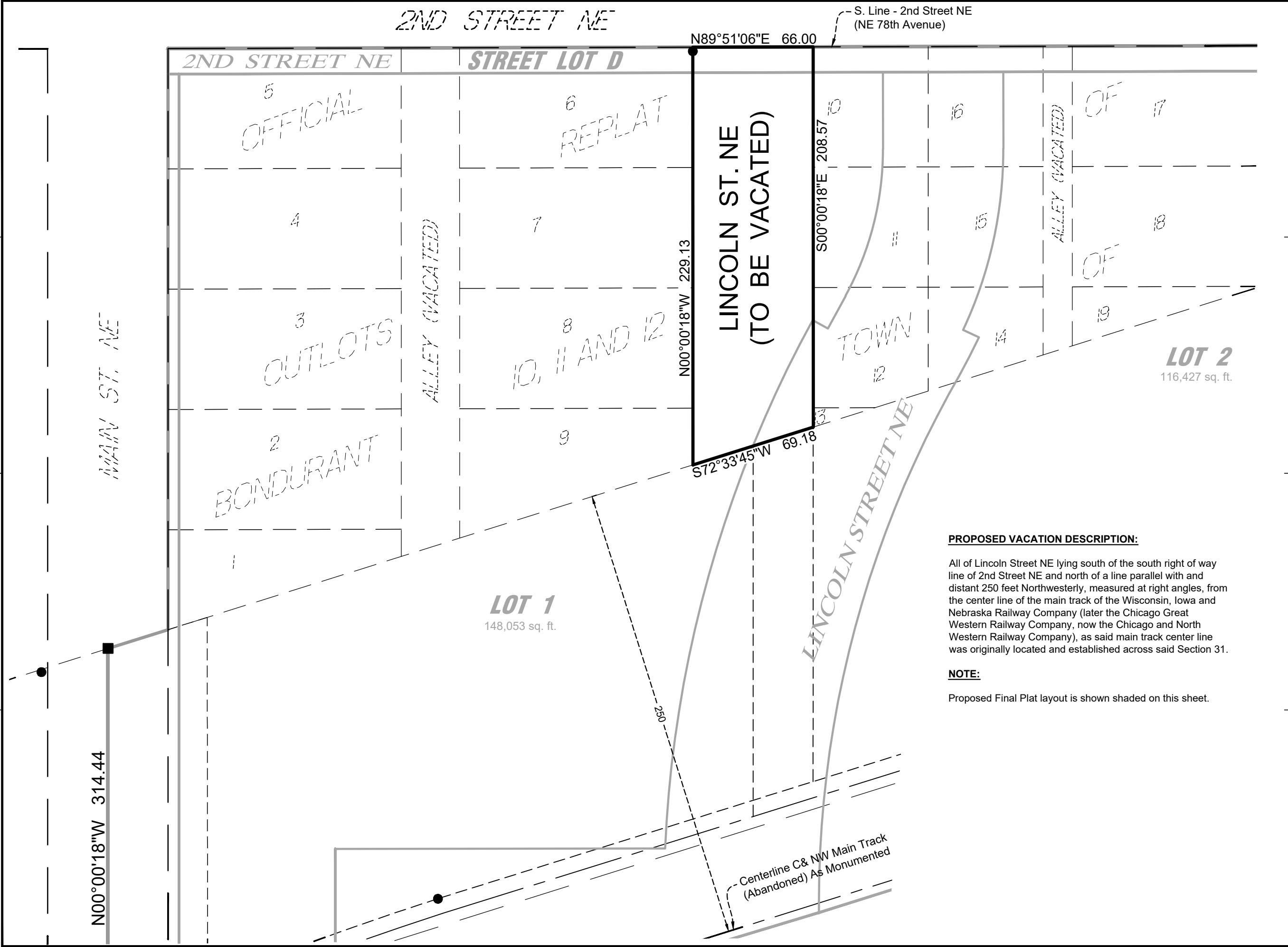
FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ROW Vacation



SHEET NOT VALID UNLESS THIS TEXT IS COLOR.
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PROJECT

THE GRAIN DISTRICT

BONDURANT IOWA

REVISION SCHEDULE		
DATE	DESCRIPTION	BY

PROJECT NO.	24-32109
FILE NAME	32109 VAC
DRAWN BY	KH
DESIGNED BY	-
REVIEWED BY	-
ORIGINAL ISSUE DATE	X
CLIENT PROJECT NO.	-

TITLE

VACATION DESCRIPTION

SHEET



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

Item No. 8.a.
For Meeting of 8/4/2025
Resolution

TITLE: - Resolution vacating of portions of the Lincoln Street, NE right-of-way in the Grain District

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The City is in receipt of a right-of-way vacation request for portions of the existing Lincoln Street NE right-of-way located within the Grain District PUD area. The 101 LLC is the property owner of the Grain District PUD area. A part of the Grain District development includes the reconstruction and reconfiguration of Lincoln Street NE. This vacation is to remove portions of Lincoln Street NE that will not be located within the new Lincoln Street NE corridor. The attached vacation document shows the proposed vacated area in relation to the new Lincoln Street NE corridor. The vacation area is shown below in red.



Vacation of this unnecessary portion of Lincoln Street NE right-of-way is necessary

prior to recording of the approved Grain District Final Plat document.

The Planning & Zoning Commission reviewed this Lincoln Street NE right-of-way vacation request during their meeting on July 10, 2025 and voted on recommended approval.

FUNDING SOURCE: The Grain District public improvements are funded by grants, utility funds, and bonds, supported by TIF.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250804-237
2. ROW Vacation

CITY OF BONDURANT
RESOLUTION NO. 250804-237

RESOLUTION APPROVING VACATION OF A PORTION OF THE LINCOLN STREET
NE RIGHT-OF-WAY LOCATED WITHIN THE GRAIN DISTRICT PLANNED UNIT
DEVELOPMENT AREA

WHEREAS The City of Bondurant is proposing to vacate a portion of the Lincoln Street NE right-of-way; AND

WHEREAS the vacated portion of Lincoln Street NE right-of-way would be conveyed to the abutting property, currently owned by The 101, LLC; AND

WHEREAS the City of Bondurant is proposing to vacate Lincoln Street NE right-of-way area described as follows:

ALL OF LINCOLN STREET NE LYING SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET NE AND NORTH OF A LINE PARALLEL WITH AND DISTANT 250 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE CENTER LINE OF THE MAIN TRACK OF THE WISCONSIN, IOWA AND NEBRASKA RAILWAY COMPANY (LATER THE CHICAGO GREAT WESTERN RAILWAY COMPANY, NOW THE CHICAGO AND NORTH WESTERN RAILWAY COMPANY), AS SAID MAINT RACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 31.

WHEREAS the Planning and Zoning Commission voted 7-0 to recommend approval of the vacation request at their August 10, 2025, meeting; AND

WHEREAS The City Council held a hearing on August 4, 2025; AND

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, that the above-reference public right-of-way is hereby vacated.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

