

**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/86114945190>*

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
AUGUST 18, 2025**

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on August 18, 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
 - a. Presentation and Request from Youth Shelter Services for \$5,000 Contribution
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 August 4, 2025, City Council Meeting Minutes
 - b. Applications for Council Approval
 - c. Claims List
 - d. Receive & File - FY 2025 Outstanding Obligations Report
 - e. Receive & File - BES July Monthly Report
 - f. - Resolution approving a professional services agreement with Shive-Hattery in the amount of \$13,500 for engineering design services related to the Grant Street North public sidewalk installation project to facilitate pedestrian connectivity to the high school/junior high area
 - g. - 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
 - h. - 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
 - i. - Resolution of Endorsement for the City of Bondurant's Revitalize Iowa's Sound Economy (RISE) Grant application for funding to assist with a

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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roadway improvement project enhancing connectivity in the southwest area of the city

- j. - Resolution approving perpetual water main easement, and temporary right-of-entry that is needed for the 2nd Street, NW Widening Project
- k. - Resolution approving a Purchase Agreement for tree removals associated with the 2nd Street, NW – Franklin Street to Fireside Drive and Pedestrian Connectivity Improvement Project, including the property located at 6425 NE 64th Street
- l. - Resolution authorizing initiation of the Silo Commons Public Art RFQ/RFP artist selection process
- m. - Resolution considering Plat of Survey for 10638 NE 80th Street
- n. - Resolution affixing a date for a public hearing on the request to amend the City's Future Land Use Map for Parcel 8022-30-200-021 from Low- and Medium-Density Residential to High-Density Residential for September 2 at 6:00 p.m. in Council Chambers at City Hall
- o. - Resolution affixing a date for a public hearing on the request to rezone Parcel 8022-30-200-021 from the Agricultural (A-1) District to the High-Density Residential (R-3) District on September 2, 2025, at 6:00 p.m. at the Bondurant City Council Chambers
- p. - Resolution approving pay request no. 8 to Ball Team, LLC for the Bondurant City Park Reconstruction Phase 2 Project in the amount of \$232,322.21
- q. - Resolution approving an amendment to the Professional Services Agreement with Shive-Hattery, not to exceed \$23,400, for additional due diligence site testing in support of the City's application for site certification through the Iowa Economic Development Authority for property identified as Parcel 7923-01-200-024
- r. - Resolution affixing a date for a public hearing on the proposed public right-of-way vacation request for disposal and the conveyance of the vacated Lincoln Street, NE in the Grain District on September 2, 2025, at 6:00 p.m. in said Council Chambers at City Hall

7. Action Items

- a. - Discussion and consideration of Request for Qualifications for CMaR for the Bondurant Municipal Water Treatment Facility
- b. - Discussion and possible consideration of an Ordinance adjusting Curfew Hours during Homecoming Week
- c. - Resolution considering Site Plan for 1920 2nd Street, NE

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8. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
9. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
10. 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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*A virtual meeting was offered.

BONDURANT CITY COUNCIL
Minutes
August 4, 2025
Bondurant City Council

1. Roll Call

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

Absent: Council Member Angela McKenzie

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

2. Call to Order and Declaring a Quorum

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

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Council Member Driscoll proposed removing items #6l and #6m from the
agenda and placing them on a future meeting agenda.

Motion by Cox, seconded by Pepper, to amend the agenda by removing
items #6l and #6m to a future agenda. Vote on Motion 4-0. Motion
carried. Motion by Cox, seconded by Pepper, to approve the agenda as
amended. Vote on Motion 4-0. Motion carried.

5. Guests requesting to address the City Council

Lieutenant Grego reported that the department handled 514 calls for
service in July.

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

**A virtual meeting was offered.*

- 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
- 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

**A virtual meeting was offered.*

- n. R-250804-236- Resolution approving NE Jorie Way Acquisition Plat
Council Member Driscoll raised a question concerning item #6e.

Motion by Driscoll, seconded by Cox, to Approve the Consent Agenda. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

7. **Public Hearing**

- a. Public hearing - Regarding vacation of portions of the Lincoln Street, NE right-of-way in the Grain District
Mayor Elrod opened the public hearing at 06:14 PM.

Planning & Community Development Director Murray provided an overview of the right-of-way vacation request for portions of Lincoln Street, NE, within the Grain District PUD. She explained that 101 LLC owns the property and that the development includes a reconfiguration of Lincoln Street, NE. The proposed vacation is for portions of the existing street that will not fall within the new corridor. Murray further stated that the vacation must be completed before the approved Grain District Final Plat can be recorded, and he highlighted that the Planning & Zoning Commission recommended approval during its July 10, 2025, meeting.

Mayor Elrod closed the public hearing at 06:15 PM.

8. **Action Items**

- a. R-250804-237- Resolution vacating of portions of the Lincoln Street, NE right-of-way in the Grain District
Motion by Pepper, seconded by Cox, to Approve R-250804-237. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

9. **Discussion Items**

- a. Follow-up discussion regarding Bondurant Soccer Club's Irrigation Funding Request for \$30,000
Council continued its discussion with the Bondurant Soccer Club regarding the BRSC Soccer Park in-field irrigation project and next steps. Council and Jason Greubel reviewed potential alternative funding sources, including contributions from the Rugby Club, local foundations, and other organizations. Council members expressed concern about allocating park funds to a single park, while other parks also require attention. While recognizing the project's value, the Council indicated a

**A virtual meeting was offered.*

willingness to explore alternative solutions to make the project feasible.

Council agreed to allocate \$10,000 towards the project over the next two years, in conjunction with the Rugby Club's planned \$20,000 contribution. A resolution formalizing this commitment will be included on the next agenda.

10. Reports / Comments and appropriate action thereon:

a. Mayor

The Mayor provided comments regarding a recent meeting on Homecoming activities, noting a partnership between the City and the school to address concerns about increased vandalism and other incidents in recent years. Plans include increasing the presence of the Polk County Sheriff's Office, compiling a list of individuals involved in incidents, and considering adjustments such as changing the date of the dance. A coordinated plan is underway to address and deter the vandalism and other disturbances experienced during previous Homecoming seasons.

b. Council Members

Driscoll - Thanks from the BSC, absent August 18th, BRAVO update.
Sillanpaa - Questioned a few items regarding a couple of properties in town, splash pad comments.
Cox - Library Board meeting this week, Chamber meeting on the 12th, Pieowa Premiere on August 15th, East Polk Regional Legislative Breakfast on August 26th.
Peffer - None.

c. Administrator

Splash Pad Ribbon Cutting on August 11th, Puddles Pavilion Ribbon Cutting on August 18th, City Park mural update, Water Tower dedication TBD.

d. Directors

Murray - Department update.
Kreuder - Department update.
Klinker-Feld - Department update.
Hagan - Department update.
Jess - Department update.

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

Motion by Driscoll, seconded by Cox, to Move into Closed Session at 07:12 PM. Roll Call: Ayes: Cox, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

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

**A virtual meeting was offered.*

12. Adjournment

Motion by Pepper, seconded by Cox, to adjourn 07:22 PM. Vote on Motion 4-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

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



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
Sep 8, 2025	Sep 12, 2025	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

Sep 8, 2025

POLICY EXPIRATION DATE

Sep 13, 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.c.
For Meeting of 8/18/2025
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



Refund Check Register

Refund Check Detail

UBPKT07096 - Refunds 01 UBPKT07094 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01203-02	RITA FOUBERT	8/4/2025	64983	69.23			69.23	Generated From Billing
01-01348-01	ROBERT PURCELL	8/4/2025	64984	57.17			57.17	Generated From Billing
01-01670-02	MICHAEL WILEY	8/4/2025	64985	139.43			139.43	Generated From Billing
01-02309-04	TESSA SIMPSON	8/4/2025	64986	65.94			65.94	Generated From Billing
01-02389-05	BAILEY, GLORIA E	8/4/2025	64987	125.82			125.82	Generated From Billing
01-02401-12	HARPER, KEATON	8/4/2025	64988	125.82			125.82	Generated From Billing
01-03076-02	NICHOLAS A NEWCOMB	8/4/2025	64989	71.42			71.42	Generated From Billing
01-03126-06	HAWLEY, ANDREW L	8/4/2025	64990	114.85			114.85	Generated From Billing
01-03153-12	BROWN, STACEY L	8/4/2025	64991	66.44			66.44	Generated From Billing
01-03185-05	ALLEN, JORDAN E	8/4/2025	64992	11.86			11.86	Generated From Billing
01-03201-07	MIKE S HOLTZ	8/4/2025	64993	60.46			60.46	Generated From Billing
01-03551-02	JIM CARR	8/4/2025	64994	84.54			84.54	Generated From Billing
01-03555-02	LINDSAY GROW	8/4/2025	64995	14.17			14.17	Generated From Billing
01-06220-03	FREEDOM MORTGAGE	8/4/2025	64996	121.42			121.42	Generated From Billing
05-02455-02	PROPERTIES, JEWELL	8/4/2025	64997	120.33			120.33	Generated From Billing
06-02407-12	HARRISON, KIRK D	8/4/2025	64998	124.72			124.72	Generated From Billing
10-02760-02	YEGO, HILLARY	8/4/2025	64999	70.33			70.33	Generated From Billing
15-01446-04	MOSHER, ANTHONY G	8/4/2025	65000	119.23			119.23	Generated From Billing
16-01297-02	JACOB PETERS	8/4/2025	65001	50.08			50.08	Generated From Billing
16-01509-02	GUARIN, ESGAR	8/4/2025	65002	108.26			108.26	Generated From Billing
16-01761-01	HEUERMANN, KALYX P	8/4/2025	65003	109.37			109.37	Generated From Billing
16-01823-01	WHITE, MORGAN MOORE and COOPER	8/4/2025	65004	117.03			117.03	Generated From Billing
16-01936-02	BLESS, SOLOMON	8/4/2025	65005	20.95			20.95	Generated From Billing
16-02082-00	GREENLAND HOMES	8/4/2025	65006	109.37			109.37	Generated From Billing
16-02109-00	GREENLAND HOMES IA INC	8/4/2025	65007	110.46			110.46	Generated From Billing
Total Refunds: 25				Total Refunded Amount:	2,188.70			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2188.70
Revenue Total:	2188.70

General Ledger Distribution

Posting Date: 08/01/2025

	Account Number	Account Name	Posting Amount	IFT
Fund:	600 - WATER			
	600-000-1101	CLAIM ON POOLED CASH	-2,188.70	Yes
	600-050-2141	APPLIED CREDITS	2,188.70	
		600 Total:	0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-2,188.70	
	999-050-2300	DUE TO OTHER FUNDS	2,188.70	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



Check Register

Packet: APPKT02355 - 8/11/25 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						
2600	AIRGAS USA, LLC	08/11/2025	AP Automation	0.00	63.90	APA001048
2705	AMAZON CAPITAL SERVICES	08/11/2025	AP Automation	0.00	542.39	APA001049
0006	AMERICAN TEST CENTER, INC	08/11/2025	AP Automation	0.00	1,415.00	APA001050
2687	AT&T MOBILITY	08/11/2025	AP Automation	0.00	582.31	APA001051
1537	BOUND TREE MEDICAL LLC	08/11/2025	AP Automation	0.00	1,417.94	APA001052
2229	CIVICPLUS, LLC	08/11/2025	AP Automation	0.00	6,196.16	APA001053
2316	CROWN TROPHY	08/11/2025	AP Automation	0.00	26.85	APA001054
2525	DINGES FIRE COMPANY	08/11/2025	AP Automation	0.00	5,230.00	APA001055
0936	FEH ASSOCIATES, INC.	08/11/2025	AP Automation	0.00	65,520.00	APA001056
2836	ISPACE ENVIRONMENTS, INC.	08/11/2025	AP Automation	0.00	19.50	APA001057
2957	LANDSCAPE TECHNOLOGIES LLC	08/11/2025	AP Automation	0.00	180.00	APA001058
1457	OREILLY AUTO PARTS	08/11/2025	AP Automation	0.00	56.94	APA001059
2930	PATRIOT CRITICAL POWER LLC	08/11/2025	AP Automation	0.00	37,102.84	APA001060
1346	STRYKER SALES CORPORATION	08/11/2025	AP Automation	0.00	70.20	APA001061
2981	THE ARTCRAFT GROUP, INC	08/11/2025	AP Automation	0.00	622.00	APA001062
1161	VEENSTRA & KIMM, INC.	08/11/2025	AP Automation	0.00	250.00	APA001063
2595	VENDNOVATION, LLC	08/11/2025	AP Automation	0.00	50.00	APA001064

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	24	17	0.00	119,346.03
	24	17	0.00	119,346.03

AP Automation	24	17	0.00	119,346.03
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Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2025	119,346.03
			<u>119,346.03</u>



Check Register

Packet: APPKT02330 - 8/11/25 MANUAL CHECKS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0883	AMERICAN FENCE COMPANY	08/11/2025	Regular	0.00	65.00	65008
2983	BEN SIEVE	08/11/2025	Regular	0.00	105.98	65009
2931	HENRY ROBERT VEENSTRA JR.	08/11/2025	Regular	0.00	1,625.00	65010
2916	SAMUEL OSWALT	07/29/2025	Bank Draft	0.00	-10.00	DFT0004116
2254	TCM BANK NA	07/23/2025	Bank Draft	0.00	4,312.98	DFT0004121
0387	TREASURER - STATE OF IOWA	08/06/2025	Bank Draft	0.00	13,348.27	DFT0004122
2538	IOWA LAND RECORDS	08/01/2025	Bank Draft	0.00	50.00	DFT0004123
2757	GOOGLE LLC	08/05/2025	Bank Draft	0.00	25.72	DFT0004124
0387	TREASURER - STATE OF IOWA	08/06/2025	Bank Draft	0.00	2,175.29	DFT0004125
0416	POSTMASTER	08/04/2025	Bank Draft	0.00	1,356.26	DFT0004126
0416	POSTMASTER	08/05/2025	Bank Draft	0.00	-678.13	DFT0004127
2254	TCM BANK NA	07/24/2025	Bank Draft	0.00	3,003.43	DFT0004128
1069	FIRST NATIONAL BANK OMAHA	07/25/2025	Bank Draft	0.00	4,364.75	DFT0004129

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	4	3	0.00	1,795.98
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	10	10	0.00	27,948.57
EFT's	0	0	0.00	0.00
	14	13	0.00	29,744.55

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2025	11,691.16
999	POOLED CASH	8/2025	19,429.65
			31,120.81



Check Register

Packet: APPKT02356 - 8/13/25 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						
OT-2910	DUSTIN SKOGERBOE	08/13/2025	Regular	0.00	330.00	65011
2982	THE 101, LLC	08/13/2025	Regular	0.00	166,915.00	65012
2919	TKRG HOLDING LLC	08/12/2025	Bank Draft	0.00	-132.95	DFT0004130
0965	MANATT'S INC.	08/13/2025	Bank Draft	0.00	89,470.43	DFT0004131
2412	ALLIANCE CONSTRUCTION GROUP	08/13/2025	Bank Draft	0.00	406,372.28	DFT0004132

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	2	2	0.00	167,245.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	3	3	0.00	495,709.76
EFT's	0	0	0.00	0.00
	5	5	0.00	662,954.76

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2025	663,220.66
			663,220.66



Payable Register

Payable Detail by Vendor Name

Packet: APPKT02326 - PYPKT00714 - 07/14-07/27/25 PAID ON 08/01/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2304 - EBS										Vendor Total: 33,548.68
INV0005056	Invoice	9/1/2025	9/1/2025	9/1/2025	9/1/2025	1,992.50	0.00	0.00	0.00	1,992.50
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 9/1/2025			Bank Draft:	DFT0004100
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,992.50	0.00	0.00	0.00	1,992.50	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,992.50	100.00%				
INV0005061	Invoice	9/1/2025	9/1/2025	9/1/2025	9/1/2025	24,216.15	0.00	0.00	0.00	24,216.15
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 9/1/2025			Bank Draft:	DFT0004105
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	24,216.15	0.00	0.00	0.00	24,216.15	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				24,216.15	100.00%				
INV0005062	Invoice	9/1/2025	9/1/2025	9/1/2025	9/1/2025	1,299.52	0.00	0.00	0.00	1,299.52
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 9/1/2025			Bank Draft:	DFT0004106
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EBS ADMIN COST	Service		0.00	0.00	1,299.52	0.00	0.00	0.00	1,299.52	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,299.52	100.00%				
INV0005064	Invoice	9/1/2025	9/1/2025	9/1/2025	9/1/2025	1,820.67	0.00	0.00	0.00	1,820.67
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 9/1/2025			Bank Draft:	DFT0004108
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,820.67	0.00	0.00	0.00	1,820.67	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,820.67	100.00%				
INV0005066	Invoice	9/1/2025	9/1/2025	9/1/2025	9/1/2025	3,977.50	0.00	0.00	0.00	3,977.50
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 9/1/2025			Bank Draft:	DFT0004110
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	3,977.50	0.00	0.00	0.00	3,977.50	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				3,977.50	100.00%				
INV0005067	Invoice	9/1/2025	9/1/2025	9/1/2025	9/1/2025	242.34	0.00	0.00	0.00	242.34
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 9/1/2025			Bank Draft:	DFT0004111

Payable Register

Packet: APPKT02326 - PYPKT00714 - 07/14-07/27/25 PAID ON 08/01/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
VISION AVISES Distributions	Service	0.00	0.00	242.34	0.00	0.00	0.00	242.34		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2132	VISION WITHHOLDING			242.34	100.00%					

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

Vendor Total: 199.38

INV0005071	Invoice	9/26/2025	9/26/2025	9/26/2025	9/26/2025	199.38	0.00	0.00	0.00	199.38
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 9/26/2025			Bank Draft:		DFT0004115
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance Distributions	NA			0.00	0.00	199.38	0.00	0.00	0.00	199.38
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2122	STATE WITHHOLDING					199.38	100.00%			

Vendor: [0239 - IPERS](#)

Vendor Total: 22,931.50

INV0005063	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	626.77	0.00	0.00	0.00	626.77
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 8/29/2025			Bank Draft:		DFT0004107
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	626.77	0.00	0.00	0.00	626.77	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				626.77	100.00%				

INV0005068	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	22,304.73	0.00	0.00	0.00	22,304.73
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 8/29/2025			Bank Draft:		DFT0004112
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA			0.00	0.00	8,846.97	0.00	0.00	0.00	8,846.97
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING					8,846.97	100.00%			

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution Distributions	NA	0.00	0.00	13,457.76	0.00	0.00	0.00	13,457.76
Account Number	Account Name	Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING			13,457.76	100.00%			

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 34,306.92

INV0005070	Invoice	8/1/2025	8/1/2025	8/1/2025	8/1/2025	34,306.92	0.00	0.00	0.00	34,306.92
Federal Tax Withheld	AP Bank Code - AP Bank			No	Payment Date: 8/1/2025			Bank Draft:		DFT0004114
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding Distributions	NA			0.00	0.00	18,007.18	0.00	0.00	0.00	18,007.18
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING					18,007.18	100.00%			

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding Distributions	NA	0.00	0.00	4,211.40	0.00	0.00	0.00	4,211.40
Account Number	Account Name	Project Account Key		Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING			4,211.40	100.00%			

Payable Register

Packet: APPKT02326 - PYPKT00714 - 07/14-07/27/25 PAID ON 08/01/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description Items	Bank Code		On Hold							
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld Distributions	NA		0.00	0.00	12,088.34	0.00	0.00	0.00	12,088.34	
Account Number	Account Name		Project Account Key		Amount	Percent				
670-050-2120	FEDERAL WITHHOLDING				24.24	0.20%				
741-050-2120	FEDERAL WITHHOLDING				352.09	2.91%				
600-050-2120	FEDERAL WITHHOLDING				1,049.95	8.69%				
610-050-2120	FEDERAL WITHHOLDING				979.43	8.10%				
110-050-2120	FEDERAL WITHHOLDING				936.83	7.75%				
001-050-2120	FEDERAL WITHHOLDING				8,745.80	72.35%				

Vendor: [2249 - ISOLVED BENEFIT SERVICES](#)

Vendor Total: 2,709.04

INV0005057	Invoice	8/1/2025	8/1/2025	8/1/2025	8/1/2025	2,653.81	0.00	0.00	0.00	2,653.81
Payroll Deduction	AP Bank Code - AP Bank		No		Payment Date: 8/1/2025			Bank Draft: DFT0004101		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	2,653.81	0.00	0.00	0.00	2,653.81
Account Number	Account Name	Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING			2,653.81	100.00%			

INV0005058	Invoice	9/6/2025	9/6/2025	9/6/2025	9/6/2025	55.23	0.00	0.00	0.00	55.23
FSA ADMIN FEE	AP Bank Code - AP Bank		No		Payment Date: 9/6/2025			Bank Draft: DFT0004102		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE Distributions	Service	0.00	0.00	55.23	0.00	0.00	0.00	55.23
Account Number	Account Name	Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING			55.23	100.00%			

Vendor: [1274 - MISSION SQUARE](#)

Vendor Total: 3,966.72

INV0005059	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	435.22	0.00	0.00	0.00	435.22
DEFERRED COMPENSATION	AP Bank Code - AP Bank		No		Payment Date: 8/29/2025			Bank Draft: DFT0004103		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DEFERRED COMPENSATION Distributions	Service	0.00	0.00	435.22	0.00	0.00	0.00	435.22
Account Number	Account Name	Project Account Key		Amount	Percent			
001-050-2130	ICMA-RC			435.22	100.00%			

INV0005060	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	681.50	0.00	0.00	0.00	681.50
ICMA-ROTH	AP Bank Code - AP Bank		No		Payment Date: 8/29/2025			Bank Draft: DFT0004104		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ICMA-ROTH Distributions	NA	0.00	0.00	681.50	0.00	0.00	0.00	681.50
Account Number	Account Name	Project Account Key			Amount	Percent		
110-050-2130	ICMA-RC				5.00	0.73%		
741-050-2130	ICMA-RC				2.50	0.37%		
670-050-2130	ICMA-RC				2.50	0.37%		
600-050-2130	ICMA-RC				77.05	11.31%		
610-050-2130	ICMA-RC				79.55	11.67%		
001-050-2130	ICMA-RC				514.90	75.55%		

INV0005065	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	2,850.00	0.00	0.00	0.00	2,850.00
Payroll Deduction	AP Bank Code - AP Bank		No		Payment Date: 8/29/2025			Bank Draft: DFT0004109		

Payable Register

Packet: APPKT02326 - PYPKT00714 - 07/14-07/27/25 PAID ON 08/01/25

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Payroll Deduction Distributions	NA	0.00	0.00	2,850.00	0.00	0.00	0.00	2,850.00		
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2130	ICMA-RC				2,850.00	100.00%				

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

Vendor Total: 4,203.73

INV0005069	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	4,203.73	0.00	0.00	0.00	4,203.73
State Tax Withholding	AP Bank Code - AP Bank	No			Payment Date: 8/29/2025	Bank Draft:		DFT0004113		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding Distributions	NA	0.00	0.00	4,203.73	0.00	0.00	0.00	4,203.73
Account Number	Account Name	Project Account Key			Amount	Percent		
741-050-2122	STATE WITHHOLDING				146.26	3.48%		
110-050-2122	STATE WITHHOLDING				343.54	8.17%		
600-050-2122	STATE WITHHOLDING				366.27	8.71%		
610-050-2122	STATE WITHHOLDING				339.88	8.09%		
670-050-2122	STATE WITHHOLDING				15.22	0.36%		
001-050-2122	STATE WITHHOLDING				2,992.56	71.19%		

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	101,865.97	0.00	0.00	0.00	101,865.97	101,865.97	0.00
Grand Total:		101,865.97	0.00	0.00	0.00	101,865.97	101,865.97	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	8,745.80
001-050-2122	STATE WITHHOLDING	2,992.56
001-050-2130	ICMA-RC	3,800.12
Total:		15,538.48

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	936.83
110-050-2122	STATE WITHHOLDING	343.54
110-050-2130	ICMA-RC	5.00
Total:		1,285.37

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	22,218.58
112-050-2122	STATE WITHHOLDING	199.38
112-050-2123	IPERS WITHHOLDING	22,931.50
112-050-2124	HEALTH INSURANCE WITHHOLDING	31,313.84
112-050-2125	DENTAL INSURANCE	1,992.50
112-050-2132	VISION WITHHOLDING	242.34
Total:		78,898.14

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	1,049.95
600-050-2122	STATE WITHHOLDING	366.27
600-050-2130	ICMA-RC	77.05
Total:		1,493.27

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	979.43
610-050-2122	STATE WITHHOLDING	339.88
610-050-2130	ICMA-RC	79.55
Total:		1,398.86

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	24.24
670-050-2122	STATE WITHHOLDING	15.22
670-050-2130	ICMA-RC	2.50
Total:		41.96

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	352.09
741-050-2122	STATE WITHHOLDING	146.26
741-050-2130	ICMA-RC	2.50
Total:		500.85

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,709.04
Total:		2,709.04



Payable Register

Payable Detail by Vendor Name

Packet: APPKT02358 - PYPKT00742 - 8/15/25 POWELL VACATION PAYOUT

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

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

Vendor Total: 1.52

INV0005108	Invoice	9/26/2025	9/26/2025	9/26/2025	9/26/2025	1.52	0.00	0.00	0.00	1.52
Unemployment Insurance	AP Bank Code - AP Bank				No	Payment Date: 9/26/2025		Bank Draft:	DFT0004151	

Payable Address: UI TAX - SCAN 2
1000 E GRAND AVE
DES MOINES, Iowa 50319-0209

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance	NA	0.00	0.00	1.52	0.00	0.00	0.00	1.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		1.52	100.00%

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 77.44

INV0005107	Invoice	8/15/2025	8/15/2025	8/15/2025	8/15/2025	77.44	0.00	0.00	0.00	77.44
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 8/15/2025		Bank Draft:	DFT0004150	

Payable Address:

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	62.76	0.00	0.00	0.00	62.76

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		62.76	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	14.68	0.00	0.00	0.00	14.68

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		14.68	100.00%

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

Vendor Total: 1.70

INV0005106	Invoice	8/29/2025	8/29/2025	8/29/2025	8/29/2025	1.70	0.00	0.00	0.00	1.70
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 8/29/2025		Bank Draft:	DFT0004149	

Payable Address: WITHHOLD TAX PRCS-IA DEPT REV
PO BOX 10411
DES MOINES, Iowa 50306

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	1.70	0.00	0.00	0.00	1.70

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
110-050-2122	STATE WITHHOLDING		0.09	5.29%
001-050-2122	STATE WITHHOLDING		0.09	5.29%
610-050-2122	STATE WITHHOLDING		0.75	44.12%
600-050-2122	STATE WITHHOLDING		0.77	45.29%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	80.66	0.00	0.00	0.00	80.66	80.66	0.00
Grand Total:		80.66	0.00	0.00	0.00	80.66	80.66	0.00

Account Summary

Account	Name	Amount
001-050-2122	STATE WITHHOLDING	0.09
Total:		0.09

Account	Name	Amount
110-050-2122	STATE WITHHOLDING	0.09
Total:		0.09

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	77.44
112-050-2122	STATE WITHHOLDING	1.52
Total:		78.96

Account	Name	Amount
600-050-2122	STATE WITHHOLDING	0.77
Total:		0.77

Account	Name	Amount
610-050-2122	STATE WITHHOLDING	0.75
Total:		0.75



Payroll Check Register

Checks

Pay Period: 7/28/2025-8/10/2025

Packet: PYPKT00741 - 7/28-8/10/25 PAID ON 8/15/25
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: 7/28/2025-8/10/2025

Packet: PYPKT00741 - 7/28-8/10/25 PAID ON 8/15/25

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
ADAMS, CASSANDRA	3148	08/15/2025	318.65	106767
ADAMS, CASSANDRA	3148	08/15/2025	318.66	106767
ADKISSON, JENNIFER	3145	08/15/2025	1,068.87	106768
AGANS, PAYTON	1602	08/15/2025	2,128.12	106769
BAILEY, BOYCE E	7104	08/15/2025	1,324.69	106770
BERGESON, JOHN W	7121	08/15/2025	2,098.72	106771
BRIGGS, ASHTON S	1511	08/15/2025	909.11	106772
CARPENTER, JOHN C	5129	08/15/2025	1,718.10	106773
CASKEY, PARKER	1607	08/15/2025	125.12	106774
CASKEY, PARKER	1607	08/15/2025	291.94	106774
CLAMAN, CATHERINE JO	3146	08/15/2025	367.24	106775
CLAMAN, CATHERINE JO	3146	08/15/2025	244.83	106775
COLLISON, PATRICK F	5103	08/15/2025	2,378.34	106776
CORY, JOHN P	7120	08/15/2025	1,834.90	106777
CRITTENDEN, MATTHEW	1567	08/15/2025	1,428.16	106778
DE LOS SANTOS, JUAN DAVID	7128	08/15/2025	1,567.40	106779
DENHAM, DARIN	7129	08/15/2025	1,930.47	106780
ELLIOTT, KYLE	1568	08/15/2025	1,325.40	106781
GILSON, DUSTY ALAN	7124	08/15/2025	2,039.43	106782
HAGAN, SHELBY L	5118	08/15/2025	2,884.64	106783
HIGGINS, DAVID P.	7105	08/15/2025	1,553.02	106784
HOFFMAN, JOSHUA MATTHEW	1578	08/15/2025	97.13	106785
HORTON, JOHN C	7112	08/15/2025	3,867.51	106786
HORTON, JOHN C	7112	08/15/2025	100.00	106786
HUFF, TIMOTHY J	1559	08/15/2025	330.00	106787
HUFF, TIMOTHY J	1559	08/15/2025	1,977.64	106787
ISKE, BLAKE	1600	08/15/2025	263.87	106788
JESS, JENE' N	5123	08/15/2025	3,780.87	106789
JOHNSON, ANNASTASHA	5130	08/15/2025	1,402.40	106790
KENT, RONALD D	7115	08/15/2025	911.15	106791
KING, CHRISTINA M	3143	08/15/2025	630.88	106792
KLINKER-FELD, MICHELL M	3135	08/15/2025	2,755.25	106793
KLUS, KATIE	5134	08/15/2025	1,821.15	106794
KOBER, ANDREW M	1557	08/15/2025	676.75	106795
KREUDER, AARON M	1441	08/15/2025	4,007.23	106796
KRUSE, OSCAR	1586	08/15/2025	1,931.17	106797
LEINEN, DAVID	1608	08/15/2025	700.33	106798
LIPPERT, COLTON J	1605	08/15/2025	2,602.35	106799
LUING, TIFFANY A	5133	08/15/2025	2,134.60	106800
LUNDQUIST, BRADLEY D	1555	08/15/2025	886.89	106801
MARSHMAN, CRAIG A	5125	08/15/2025	2,144.56	106802
MASON, KYLE	1598	08/15/2025	1,178.48	106803
MERRILL, SARAH J	1590	08/15/2025	2,623.04	106804
MEYERES, KYLEIGH	1601	08/15/2025	743.33	106805
MILLER, BRODY E	1582	08/15/2025	1,858.58	106806
MURRAY, MARGARET	5126	08/15/2025	3,488.44	106807
OLIVER, MARKETA S	8403	08/15/2025	300.00	106808
OLIVER, MARKETA S	8403	08/15/2025	4,195.24	106808
PEZLEY, ISAAC J	5132	08/15/2025	2,426.20	106809
PFALTZGRAFF, REED	7117	08/15/2025	562.63	106810
POWELL, TREVOR ALAN	7130	08/15/2025	335.20	106811

Employee	Employee #	Date	Amount	Number
RAUTERBERG, ANTHONY	1599	08/15/2025	2,954.82	106812
RETZLAFF, ADAM M	1609	08/15/2025	2,010.90	106813
REYNOLDS, RAY A	1537	08/15/2025	932.89	106814
RICCIO, ANTHONY F	1583	08/15/2025	792.04	106815
SCHINCKE, MEGAN	3137	08/15/2025	1,723.03	106816
SEXTON, WILLIAM M	7125	08/15/2025	250.00	106817
SEXTON, WILLIAM M	7125	08/15/2025	1,192.39	106817
SIEVE, BENJAMIN JOSHUA	1606	08/15/2025	2,467.96	106818
SIMONI, ANDREW	1604	08/15/2025	300.00	106819
SIMONI, ANDREW	1604	08/15/2025	2,209.32	106819
SOCKNESS TEEPLE, MEGAN E	3147	08/15/2025	2,127.75	106820
SOCKNESS TEEPLE, MEGAN E	3147	08/15/2025	250.00	106820
SPOERRY, DANIELLE M	1527	08/15/2025	1,468.01	106821
SUHR, CARLENE E.F.	3144	08/15/2025	1,532.57	106822
SUMMERS, AANNA N	1575	08/15/2025	2,469.82	106823
SUMMERS, ALAN C	1534	08/15/2025	1,861.61	106824
WELTHA, CLAYTON	1566	08/15/2025	1,106.46	106825



Payroll Check Register

Report Summary

Pay Period: 7/28/2025-8/10/2025

Packet: PYPKT00741 - 7/28-8/10/25 PAID ON 8/15/25
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	68	104,238.25
Total	68	104,238.25



Payroll Check Register

Checks

Pay Period: 7/28/2025-8/10/2025

Packet: PYPKT00742 - 8/15/25 POWELL VACATION PAYOUT
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: 7/28/2025-8/10/2025

Packet: PYPKT00742 - 8/15/25 POWELL VACATION PAYOUT

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
POWELL, TREVOR ALAN	7130	08/15/2025	465.74	106826



Payroll Check Register

Report Summary

Pay Period: 7/28/2025-8/10/2025

Packet: PYPKT00742 - 8/15/25 POWELL VACATION PAYOUT
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	1	465.74
Total	1	465.74



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

Item No. 6.d.
For Meeting of 8/18/2025
Receive and File

TITLE: Receive & File - FY 2025 Outstanding Obligations Report

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: Chapter 12.1 of the Iowa Code requires each city to annually report the amount of its outstanding debt to the Treasurer of State. This information will be made available to the public on IowaTreasurer.gov.

FUNDING SOURCE: Debt expenditures are supported by the general fund debt service levy, tax increment financing, local option sales and services taxes, road use taxes, and utility funds.

STAFF RECOMMENDATION: Receive and file.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 2025 Outstanding Obligations Report

Roby Smith
Treasurer of Iowa

**Outstanding Obligations
Disclosure Statement
Report Year 2025**

TABLE ONE

(Please type or print)

Federal ID Number: 426004287

City

Bondurant

Address: 200 2nd St NE
PO Box 37

City: Bondurant

State: IA Zip Code: 50035

County: Polk County

Phone: 515-630-6981

Contact Person:

Jene N Jess

Issue Date	Maturity Date	Amount Issued	Amount Outstanding	Purpose	Security Classification
11/21/2023	06/01/2039	\$11,540,000.00	\$11,540,000.00	Utilities/Sewers	General Obligation
06/26/2025	06/01/2044	\$10,225,000.00	\$10,225,000.00	Utilities/Sewers	General Obligation
11/21/2023	06/01/2039	\$6,420,000.00	\$6,420,000.00	Utilities/Sewers	General Obligation
02/03/2020	06/30/2034	\$7,045,000.00	\$5,385,000.00	Transportation	General Obligation
11/04/2020	06/30/2040	\$3,580,000.00	\$2,765,000.00	Public Buildings/Schools	General Obligation
02/03/2020	06/30/2032	\$2,135,000.00	\$1,485,000.00	Other	General Obligation
06/18/2018	06/01/2029	\$2,455,000.00	\$1,115,000.00	Utilities/Sewers	General Obligation
03/05/2014	06/01/2029	\$1,130,000.00	\$485,000.00	Utilities/Sewers	General Obligation
02/02/2021	06/30/2037	\$6,050,000.00	\$380,000.00	Utilities/Sewers	General Obligation
02/22/2022	06/01/2041	\$13,700,000.00	\$375,000.00	Public Buildings/Schools	General Obligation
05/31/2017	06/01/2026	\$895,000.00	\$145,000.00	Parks/Recreation	General Obligation
07/06/2011	06/01/2026	\$1,550,000.00	\$145,000.00	Transportation	General Obligation
06/26/2025	06/01/2044	\$31,920,000.00	\$0.00	Utilities/Sewers	General Obligation
06/30/2020	06/30/2035	\$2,665,000.00	\$1,890,000.00	Utilities/Sewers	Revenue Bonds
12/30/2020	06/30/2040	\$2,290,000.00	\$1,790,000.00	Utilities/Sewers	Revenue Bonds
08/01/2005	06/01/2026	\$1,221,212.86	\$106,758.46	Utilities/Sewers	Revenue Bonds
07/21/2023	06/01/2044	\$7,750,000.00	\$5,900,900.36	Utilities/Sewers	Loans
10/14/2022	10/14/2025	\$1,205,600.00	\$662,564.02	Utilities/Sewers	Loans

Bondurant Emergency Services

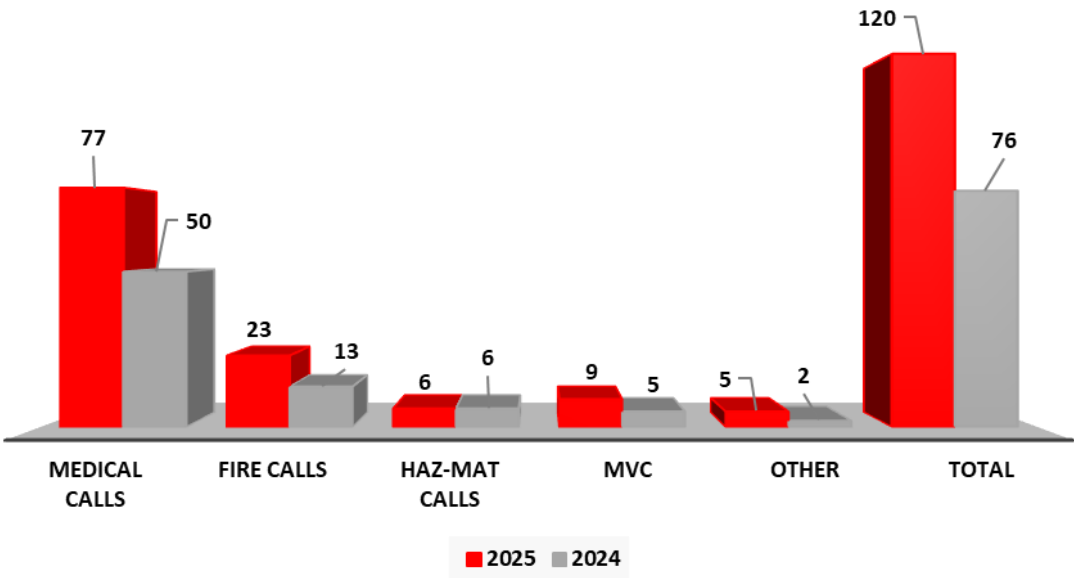
July 2025

Monthly Report



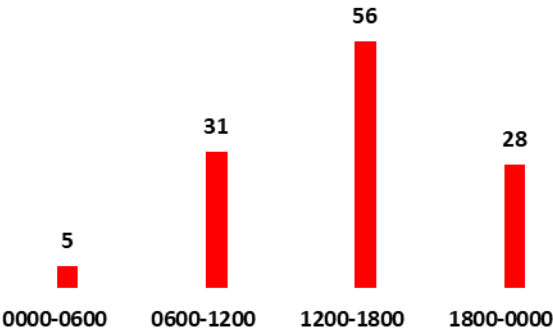
Operational Statistics

2 year July Comparison

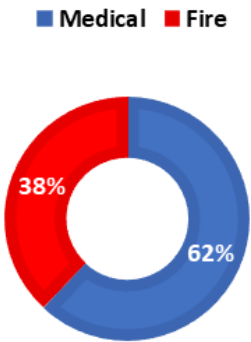


All-Time
Record Month for July

Number of Calls in 6 Hour Blocks



SIMULTANEOUS CALL BREAKDOWN

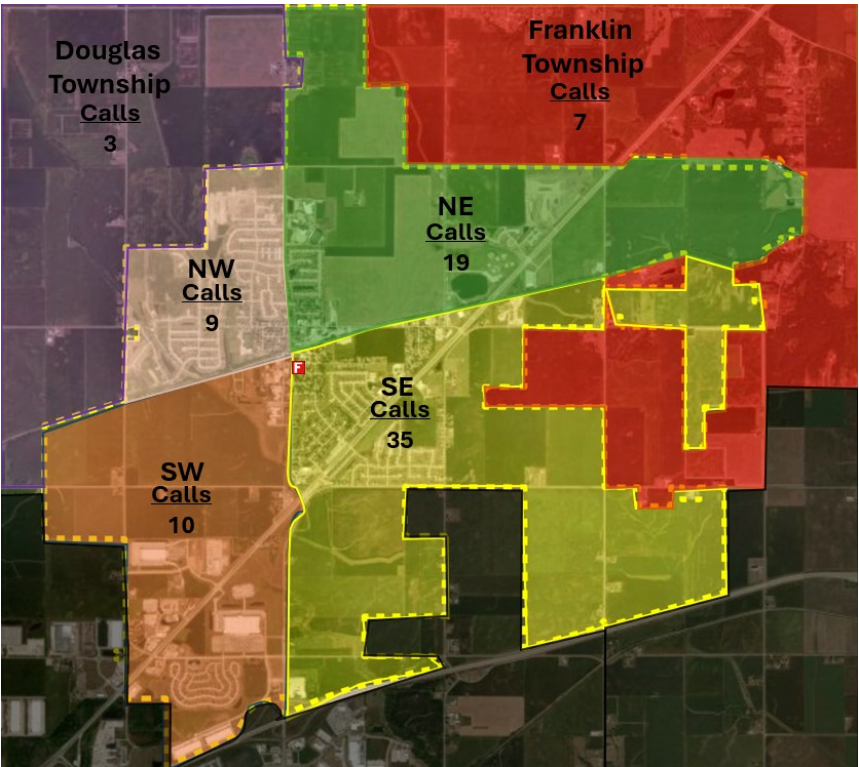


20%
Simultaneous Calls

Simultaneous Calls			
2024		2025	
2nd out calls	23	2nd out calls	21
3rd out calls	3	3rd out calls	3
4th+ out calls	0	4th+ out calls	
TOTAL	26	TOTAL	24
25% Multiple Calls		20% Multiple Calls	

Operational Statistics

Number of Calls Per District In July



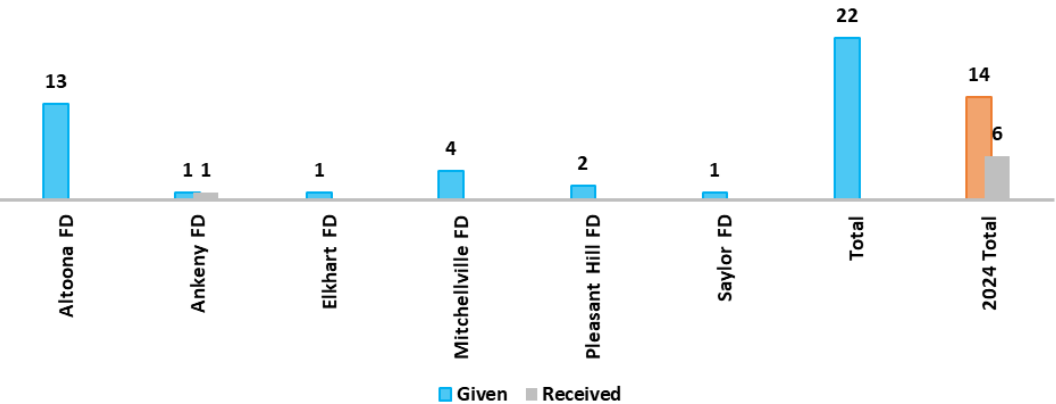
Closest Unit Response Incidents (CUR)
Given



Closest Unit Response Incidents (CUR)
Received



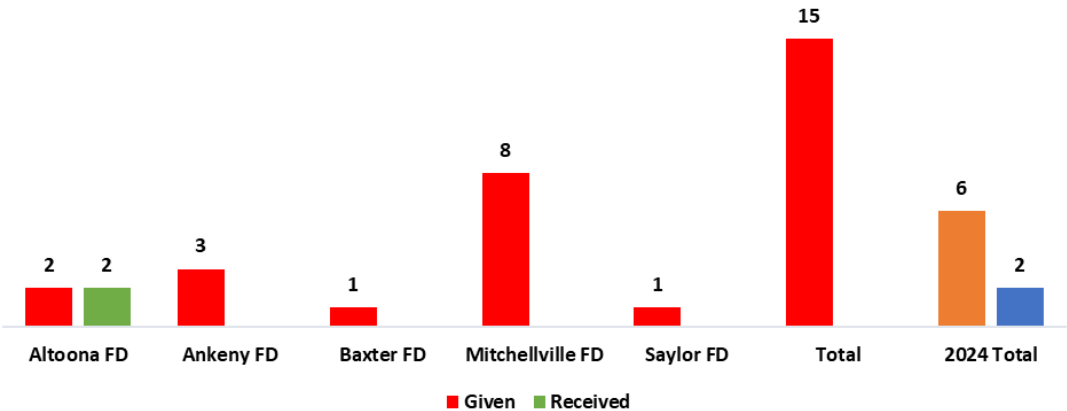
July Automatic Aid Given vs Received



Incidents Unable to Respond



July Mutual Aid Given vs Received

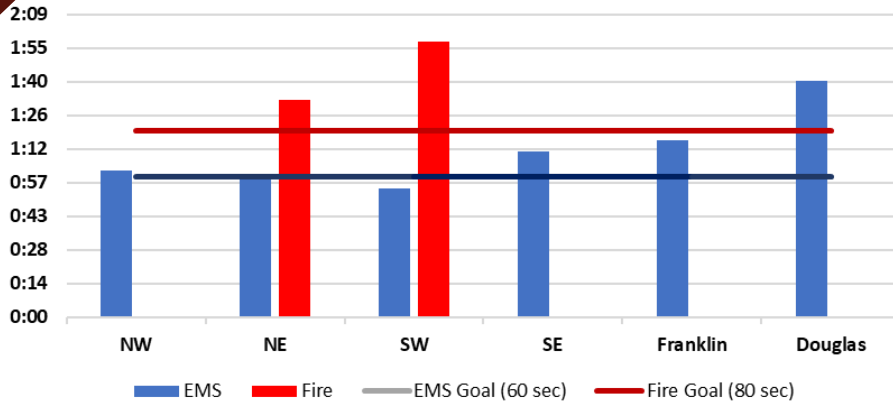


Operational Statistics

Response Times

Emergent Response

Chute Times
(emergent response)

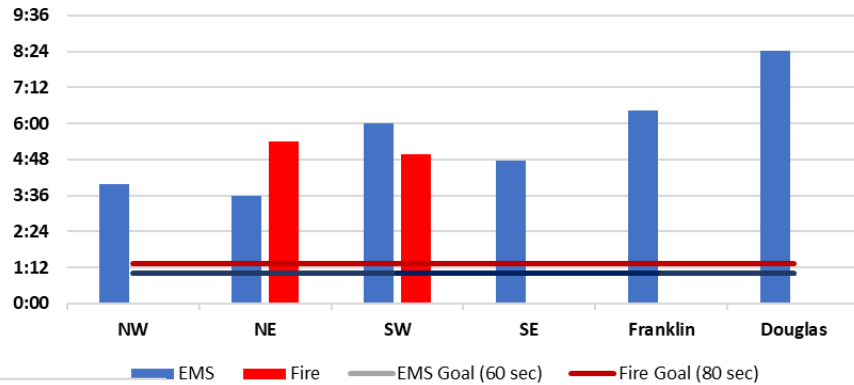


Delayed response due to multiple calls or staffing levels

Chute- 1:15

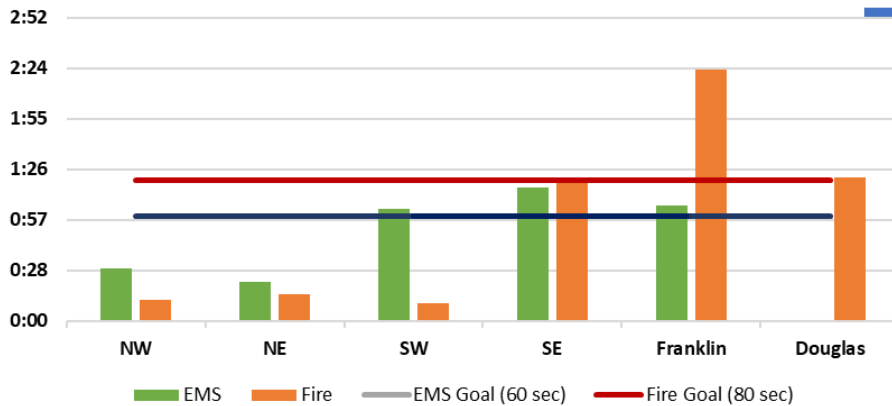
Response- 8:33

Response Times
(emergent response)

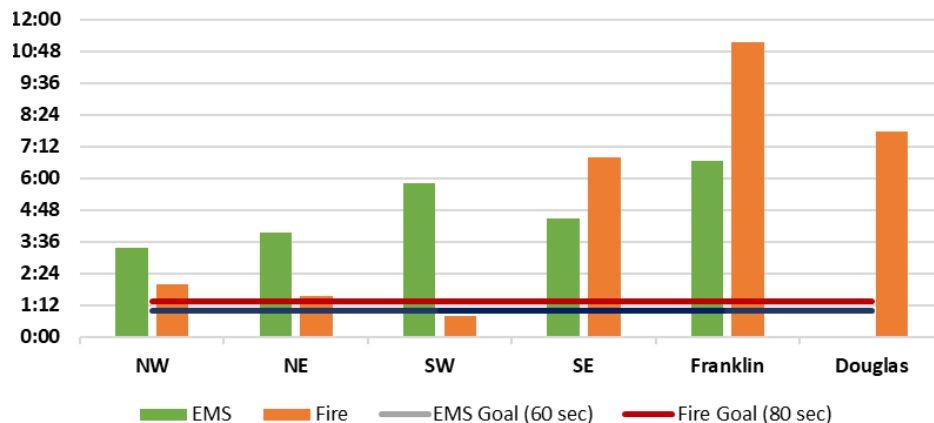


Non-Emergent Response

Chute Times
(non-emergent response)



Response Times
(non-emergent response)

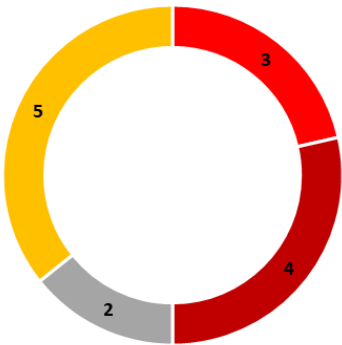


Fire Operational Statistics

July Fire Saved vs. Loss					
2024			2025		
Saved	Loss	Total Value	Saved	Loss	Total Value
\$722,000	\$1,500	\$723,500	\$0	\$17,000	\$17,000



Fire Alarm Breakdown



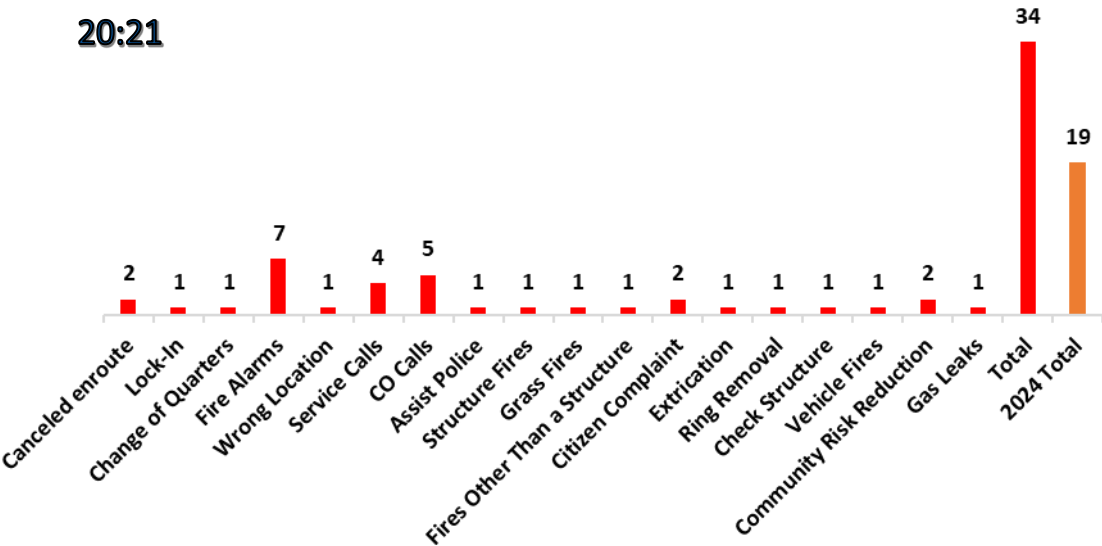
Commercial Alarm Residential Alarm Good Alarms False Alarms



Average Fire Incident Time

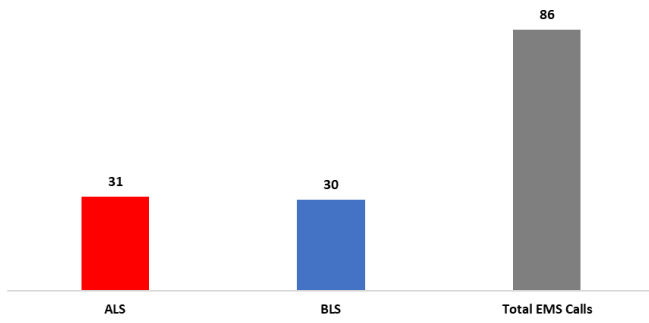
20:21

Fire/Haz-Mat/Other

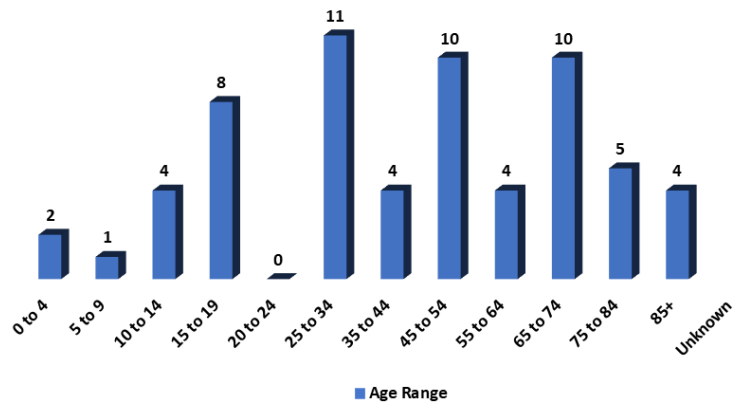


EMS Operational Statistics

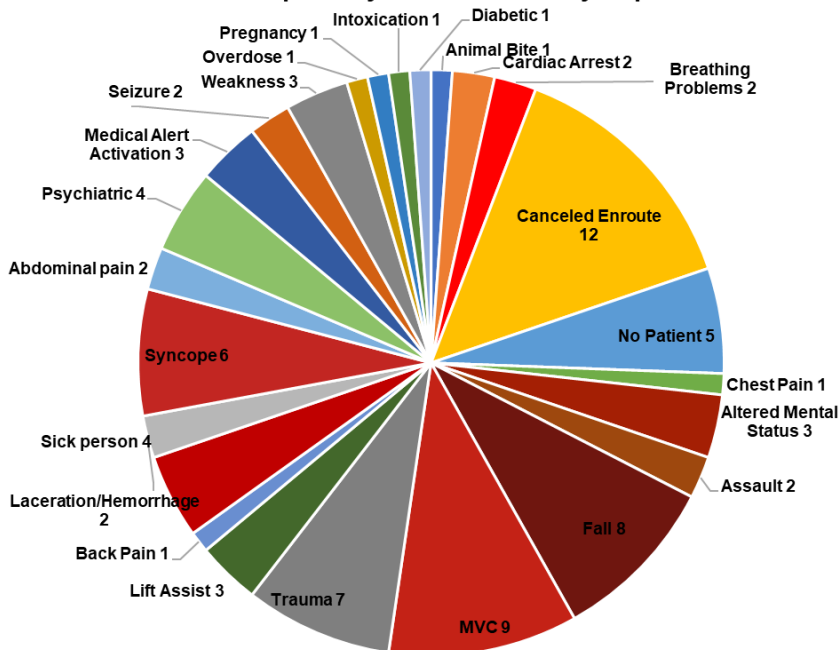
Advanced/Basic Life Support Calls



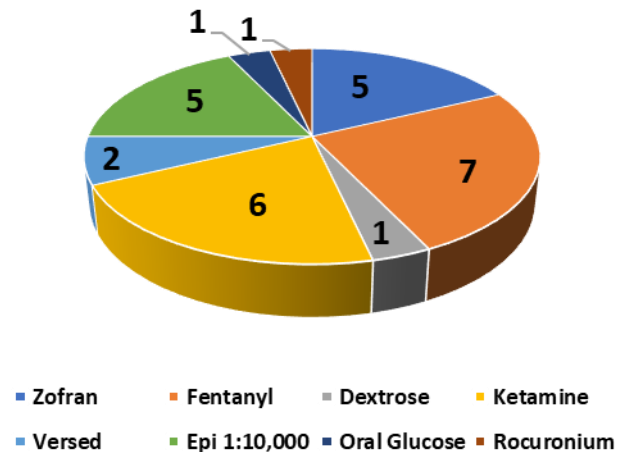
Patient Age Demographics



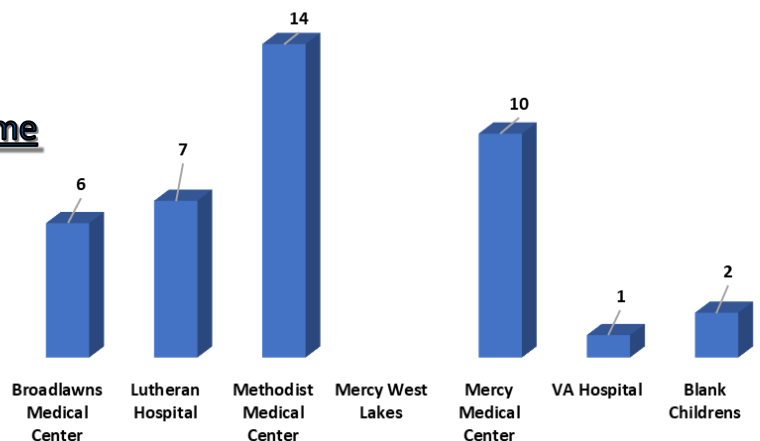
EMS Call Purpose by Provider Primary Impression



Medications Administered



Hospital Destination Transports



Average EMS Incident Time

49:21



Training Division

For the month of July department members trained on the following:

Fire Training

Drafting
Ropes & Knots
EVOC Training

EMS Training

Documentation of
Refusals

Professional Development

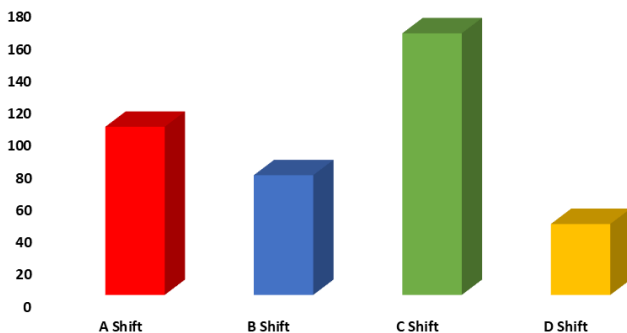
Budget

SOG's/Protocol Review

Apparatus Staffing
Sexual Assault
Confined Space Rescue
Needle Decompression



Total Training Hours Per Shift



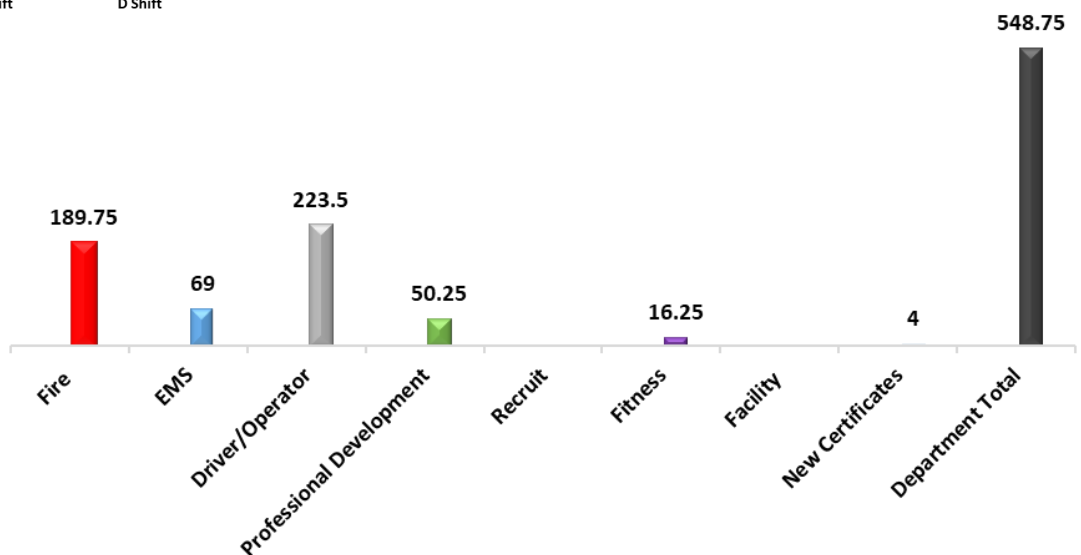
New Clearance

Ben Sieve– Paramedic
Colton Lippert– Paramedic
Andrew Kober– EMT-B
Adam Retzlaff– Engineer
Parker Caskey– Engineer

New Certifications

Blake Iske– EMT-B

Training Hours By Type



Community Risk Reduction/ Public Education

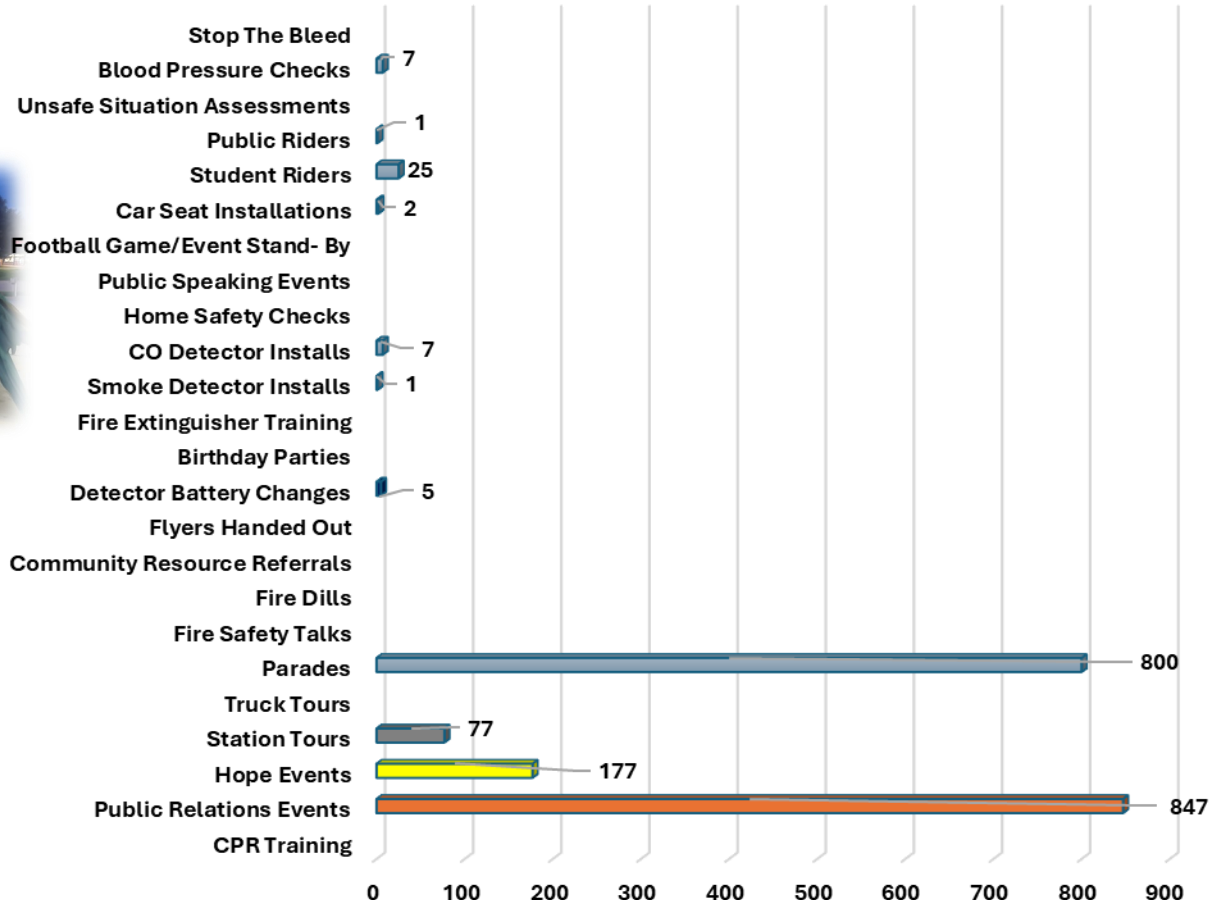
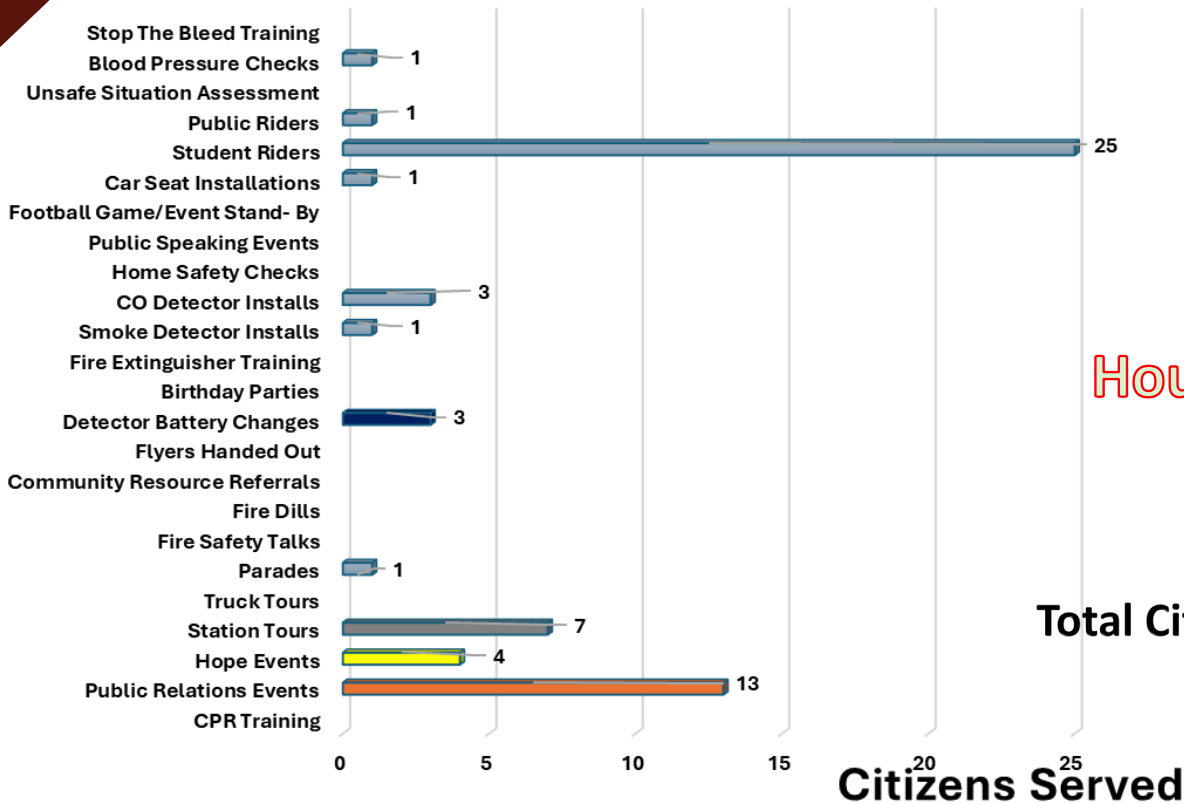
Community Risk Reduction/Public Events

**60 Events
Attended**

**219 Total
Hours Dedicated**

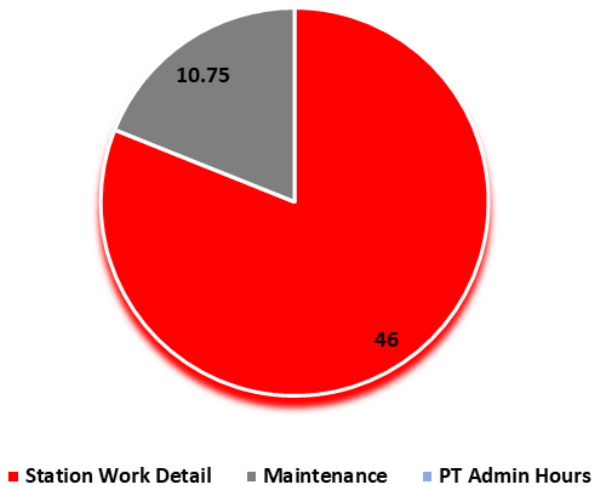
1,949

Total Citizens Outreached



Code Enforcement & Maintenance

Station Work Hours



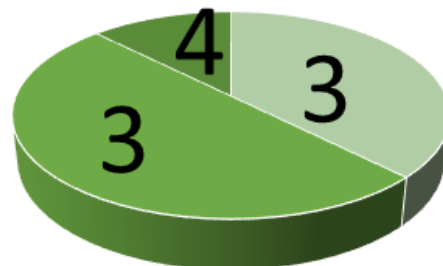
5

Total days the engine has been out due to maintenance

7

Total days the ladder has been out due to maintenance

Activities



■ Commercial Inspections ■ Alarm Tests ■ Site Plan Reviews

Incidents & Happenings



July 3rd– Motor Vehicle Collision
8500 Blk. Hubbell Rd. NE– Bondurant

A414, E412 & C421 responded to a MVC. Prior to arrival, dispatch stated there were 2 patients. An additional ambulance was requested. Upon arrival, a single car rollover was found with one ejected. A 3rd patient was on scene and another ambulance was requested. Altoona FD provided 2 ambulances. 3 patients were transported to a local hospital.



July 7th– Hose & Nozzle Demo
101 Grant St. N.— Bondurant

Crews had some nozzles and hose come in to flow and see what type of equipment the department would like to get moving forward.



July 16th– Fire Demo
1201 Grant St. N., Junior High School— Bondurant

Staff from the Junior High had fire safety training. Crews stood by during the live fire demo part of the training.



July 19th– Residential Structure Fire
SW Ash Dr.– Ankeny

E412 responded mutual aid for Ankeny FD on a 2nd alarm structure fire. No injuries were reported.



July 25th– Vehicle Fire
1100 Blk. Hubbell Rd. NE– Bondurant

E412 responded to a report of a vehicle fire. Upon arrival, crews found a car with an engine compartment fire. Crew used a hose line and quickly extinguished the fire.

July 25th– EVOC Training
1201 Grant St. N., Junior High– Bondurant

Members took a multi day EVOC training class to be instructors for the department.

Public Relations



July 2nd– Station Visit

101 Grant St. N., Fire Station– Bondurant

A local daycare stopped up to the station and delivered a bunch of snacks and drinks for the firefighters. Thank you for thinking of us.

Wednesday in July– Farmers Market

100 Blk. Main St. NE– Bondurant

The crew attended the farmers market. The engine and ambulance were toured and great public interaction happened.



July 14th– Egg Drop, Bondurant Library

104 2nd St. NE– Bondurant

The crew stopped over to the library and helped with their egg drop challenge. Thanks for inviting us.



July 14th– Employee Appreciation Event

101 Grant St. N., Fire Station– Bondurant

The city held their annual employee appreciation event at the fire station. It was a good time by all, even though we had to leave halfway through it.



July 22nd– Station Tour

101 Grant St. N., Fire Station– Bondurant

Generation Next Daycare stopped by for a tour and to learn about the fire station.



July 26th– End Of Summer Reading Program

104 2nd St. NE, Library– Bondurant

The crew attended the library's End of Summer Reading Program. They answered questions and showed off the vehicles.

You've Been Caught Doing an Amazing Job!

I wanted to reach out and thank you for your amazing care for my daughter on Thursday morning when she fell and injured her leg.

Dear EMS Crew,
I want to thank you for the care you provided to Gary on Sunday. While you could not revive him I know you worked hard to do so. Your care for him is appreciated. There are not many people called to community service and that is why you are all so special.
Regards,



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

Item No. 6.f.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution approving a professional services agreement with Shive-Hattery in the amount of \$13,500 for engineering design services related to the Grant Street North public sidewalk installation project to facilitate pedestrian connectivity to the high school/junior high area

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The attached resolution approves the professional services agreement with Shive-Hattery in the amount of \$13,500 for engineering design services related to filling an existing sidewalk gap along the western right-of-way of Grant Street North. The project will extend from Aspen Drive NW north to Aaron Avenue NW, providing a safe pedestrian connection to the existing crosswalk near the Bondurant-Farrar High School campus.

As outlined in the attached proposal, Shive-Hattery's work will include reviewing existing crosswalk locations, sidewalk connections, and right-of-way conditions, as well as identifying potential design challenges such as roadside ditches. The scope of work includes topographic surveying, utility coordination, preparation of construction plans and specifications, and an opinion of probable construction costs. Construction costs are anticipated to fall below the public bid threshold for horizontal projects.

The blue line in the location exhibit below represents the approximately 770 feet of new public sidewalk to be designed as part of this project. Shive-Hattery anticipates plan completion in advance of a fall 2025 letting, with construction targeted for completion before summer 2026.



This issue was brought up by a citizen during a recent council meeting.

FUNDING SOURCE: Road Use Tax

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-238
2. Grant Street, N Pedestrian Crossing Professional Services Agreement

CITY OF BONDURANT
RESOLUTION NO. 250818-238

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
SHIVE-HATTERY IN THE AMOUNT OF \$13,500 FOR ENGINEERING DESIGN
SERVICES RELATED TO THE GRANT STREET NORTH PUBLIC SIDEWALK
INSTALLATION PROJECT TO FACILITATE PEDESTRIAN CONNECTIVITY TO THE
HIGH SCHOOL/JUNIOR HIGH AREA

WHEREAS the City of Bondurant seeks to improve pedestrian safety and accessibility for students and community members by providing a new public sidewalk along Grant Street North from Aspen Drive NW to Aaron Avenue NW; AND

WHEREAS Shive-Hattery has submitted a Professional Services Agreement in the amount of \$13,500 to perform engineering design services for the project, including data collection, project management, evaluation of crossing type and location, and preparation of construction plans and specifications; AND

WHEREAS the services to be performed by Shive-Hattery will support the City in reaching a fall 2025 letting with construction anticipated to be completed by summer 2026, and Shive-Hattery has estimated construction costs for the improvements to be approximately \$60,000; AND

WHEREAS the City Council finds it in the best interest of the City to approve the attached agreement with Shive-Hattery to initiate design of these improvements that will enhance pedestrian safety along the Grant Street North corridor.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the Mayor is hereby authorized to execute the Professional Services Agreement with Shive-Hattery in the amount of \$13,500 for engineering design services associated with the Grant Street North public sidewalk project.

Passed this 18th day of August 2025

By: _____
Matt Sillanpaa, Mayor Pro Tem

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				

PROFESSIONAL SERVICES AGREEMENT

ATTN: Maggie Murray
CLIENT: City of Bondurant, IA
200 Second Street NE
PO Box 37
Bondurant, IA 50035-0037

PROJECT: Bondurant-Grant St N. Sidewalk Infill

PROJECT LOCATION: Bondurant, IA

DATE OF AGREEMENT: August 11, 2025

PROJECT DESCRIPTION

Shive-Hattery will assist the City of Bondurant in the design and construction documents of a sidewalk extension along Grant Street North between Aspen Dr NW & Aaron Ave NW to address an existing sidewalk gap and provide a safe route to school for children living in the Arbor Ridge development (west of Grant Street North). Refer to attached exhibit for project location and extents.

SCOPE OF SERVICES

We will provide the following services for the project:

Topographic Survey, Civil, and Traffic Engineering

These services will consist of the following tasks:

Project Management and Coordination

- 1) Project Meetings
 - a) Project Review Meetings – The Consultant shall lead a project review meeting with City staff to review 90% plans prior to final construction plans.
 - b) Prepare meeting minutes and documentation of items discussed at project meetings.
- 2) Quality Control – The Consultant will provide on-going Quality Control throughout the design process and thorough plan review prior to milestone submittals.

Data Collection

- 1) The Consultant shall perform field and office tasks required to collect topographic data deemed necessary to complete the Project.
- 2) The Consultant will conduct field surveys to obtain topographic data, ground elevations, and cross sections required for the development of the Project.
- 3) The Consultant will contact the various utility companies and collect available information on underground utility locations and incorporate such available utility information into the base mapping of the project. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable, and fiber optic lines.
- 4) A boundary survey to retrace and determine locations of property lines, right-of-way lines, and property ownership is included as part of the design and construction of this project.

Design and Construction Documents

- 1) The consultant will complete design services in the preparation of construction plans and specifications for the proposed sidewalk.
- 1) Plans and design will include:
 - a) Cover Sheet
 - b) Project Quantities and General Construction Notes
 - c) Typical Sections and Construction details
 - d) Site Plan – Show limits of sidewalk extensions, grading limits, and existing site conditions.
 - i) Franchise utility information pertaining to gas, electric, and communication will be shown on the plans.
 - ii) We will coordinate with utility companies identified within the project limits as necessary to discuss potential impacts to their facilities by the proposed project.
- 2) Construction Details – Provide details and standard references to support civil plans. We will utilize Iowa Statewide Urban Design and Specifications (SUDAS) and Client specific details as provided with supplemental requirements listed on our drawings.
- 3) Technical Specifications for site work will be included in our drawings and reference the Iowa Statewide Urban Design and Specifications (SUDAS) and any provided Client-specific specifications. Any deviations from this will be specified in the plans.
- 4) Provide Final (90%) Plans for review by applicable staff with requested deadline for comments.
- 5) Address comments and incorporate into project documents.
- 6) Prepare one cost opinion for the proposed improvements.
- 7) Provide Final Plans, Project Manual, and Opinion of Probable Construction Costs for a direct-quote contractor selection process.
 - a) **It is assumed this project's construction costs will be less than the public bid threshold of \$62,000 for horizontal projects.**
 - b) Should design costs exceed the public bid threshold, additional services can be offered through addendum.
- 8) Permanent and/or temporary easements are not anticipated with the design and construction of this project and have not been included under this scope of services.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.
- It is anticipated that that plans and specs will be developed in anticipation of a fall 2025 letting, with final construction complete prior to summer 2026.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Design and Construction Documents	Hourly w/ Max	\$13,500	Included	\$13,500
TOTAL		\$13,500	Included	\$13,500

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Included - For Fixed Fee Type, expenses have been included in the Fee amount. For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

See attached Reimbursable Expense Fee Schedule.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

- 1) Engineering services other than those listed in the Scope of Services.
- 2) Traffic data collection.
- 3) Design of alternate pedestrian crossings.
- 4) Platting/Easement documents or negotiations.
- 5) Changes subsequent to previously approved design decisions.
- 6) Construction survey staking.
- 7) Construction Observation or Administration services.
- 8) Erosion Control and SWPPP.
- 9) Public Bid Letting and Services.
- 10) As-built surveys or certifications.
- 11) Public meetings.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery October 2024

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., WSM, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders,

employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,
SHIVE-HATTERY, INC.



David Fliehler, Civil Engineer
dflihler@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant, IA

BY: _____ **TITLE:** _____
(signature)

PRINTED NAME: _____ **DATE ACCEPTED:** _____

STANDARD HOURLY and REIMBURSABLE EXPENSE FEES SCHEDULES

Effective January 1, 2025 to December 31, 2025

STANDARD HOURLY FEES

PROFESSIONAL STAFF:

Grade 1	\$111.00
Grade 2	\$133.00
Grade 3	\$148.00
Grade 4	\$166.00
Grade 5	\$184.00
Grade 6	\$199.00
Grade 7	\$216.00
Grade 8	\$235.00
Grade 9	\$255.00

SURVEY STAFF:

One Person	\$170.00
Two Person	\$263.00
One Person with ATV	\$195.00
Two Person with ATV	\$288.00

TECHNICAL STAFF:

Grade 1	\$ 78.00
Grade 2	\$ 95.00
Grade 3	\$109.00
Grade 4	\$118.00
Grade 5	\$131.00
Grade 6	\$151.00
Grade 7	\$168.00

ADMIN STAFF:

\$ 75.00

REIMBURSABLE EXPENSE FEES

TRAVEL:

Mileage- Car/Truck	\$0.70/ Mile
Mileage- Survey Trucks	\$0.80/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES:

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES:

Drawings/Prints/Plots:

Bond	\$.30/ Sq.Ft.
Mylar	\$.75/ Sq.Ft.
Photogloss	\$.90/ Sq.Ft.
Color Bond	\$.60/ Sq.Ft.
Foam Core Mounting	\$13.00

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17 Size	\$ 2.00

LOCATION EXHIBIT





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

Item No. 6.g.
For Meeting of 8/18/2025
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

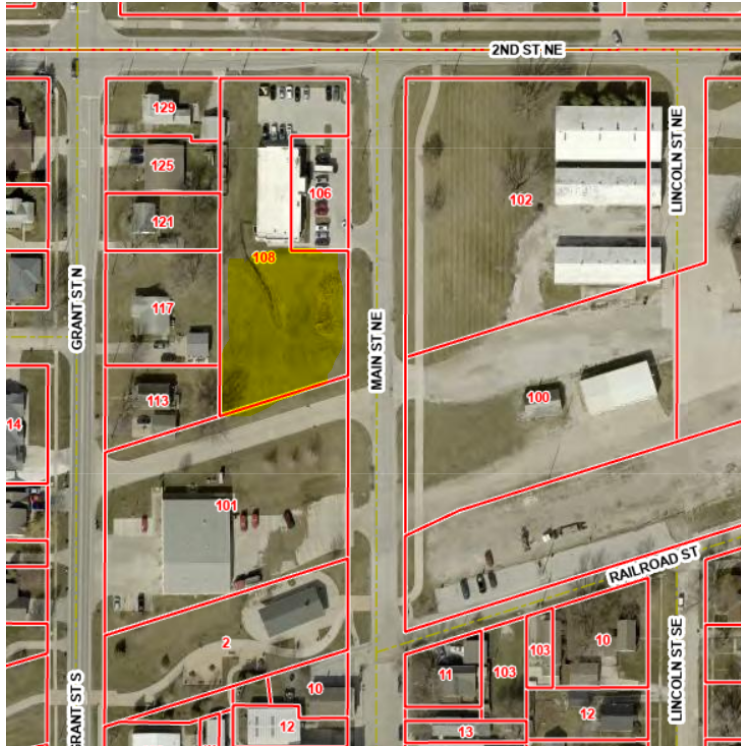
CONTACT PERSON:

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. 250818-239
2. Parking Lot Cost Share Development Agreement

CITY OF BONDURANT
RESOLUTION NO. 250818-239

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 18th day of August 2025,

By: _____
Matt Sillanpaa, Mayor Pro Tem

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.h.
For Meeting of 8/18/2025
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. 250818-240
2. Draft Public Parking Easement

CITY OF BONDURANT
RESOLUTION NO. 250818-240

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 18th day of August 2025,

By: _____
Matt Sillanpaa, Mayor Pro Tem

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.i.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution of Endorsement for the City of Bondurant's Revitalize Iowa's Sound Economy (RISE) Grant application for funding to assist with a roadway improvement project enhancing connectivity in the southwest area of the city

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The City has been working to improve roadway connectivity, safety, and usability in the southwest growth area of Bondurant, an area slated for future industrial development per the Future Land Use Map included in the Building Bondurant Comprehensive Plan. The overall proposed project includes construction of a new street extension called 10th Street SW from Grant Street South west over to a new north/south corridor called Shiloh Rose Parkway SW, construction of Shiloh Rose Parkway SW from 10th Street SW south to 15th Street SW, and reconstruction of 15th Street SW from Shiloh Rose Parkway SW west over to Franklin Avenue SW. The City is still coordinating with the Iowa DOT to determine which element(s) of this overall street project are eligible as part of the City's grant application. All improvements will support existing traffic needs, provide safe and efficient access for new development, and improve the City's transportation network in line with its long-range planning goals.

The City is pursuing Revitalize Iowa's Sound Economy (RISE) funding to assist with roadway construction for those portions of the project necessary to serve economic development areas within the project corridor. The project is anticipated to accommodate future growth. All proposed street improvements will be constructed as public streets and will be maintained by the City of Bondurant upon completion.

The RISE application is due 9/1/2025. The City anticipates a Fall 2026 bid letting process, where construction would then begin in 2027.

Veenstra & Kimm, engineering team hired to design these street improvements, are in the process of preparing the project cost estimates that will be listed in the City's RISE application.

Approval of this resolution of endorsement will allow City staff to proceed with the submission of the RISE grant application.

FUNDING SOURCE: Bond Funds supported by TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-241

CITY OF BONDURANT
RESOLUTION NO. 250818-241

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S REVITALIZE
IOWA'S SOUND ECONOMY (RISE) GRANT APPLICATION FOR FUNDING TO
ASSIST WITH A ROADWAY IMPROVEMENT PROJECT ENHANCING
CONNECTIVITY IN THE SOUTHWEST AREA OF THE CITY

WHEREAS the City of Bondurant recognizes that Economic Development is in the best interests of its residents; AND

WHEREAS the City of Bondurant is planning roadway improvements in the southwest growth area, including new street construction, extensions, and reconstruction, to improve connectivity, safety, and access to planned industrial development areas in alignment with the Building Bondurant Comprehensive Plan's Future Land Use Map; AND

WHEREAS a Local Development RISE program commitment is necessary to provide required road improvements for industrial traffic and to secure the City of Bondurant as the desired location for the project; AND

WHEREAS the Streets are currently and will continue to be available to the general public for use; AND

WHEREAS the support from the RISE program is critical to the project moving forward; AND

WHEREAS the City of Bondurant endorses this project; AND

WHEREAS the City of Bondurant assures the State of Iowa a minimum 50% match as financial participation in the Revitalize Sound Economy (RISE) grant funding for the construction of the project and will ensure the roadways for which the City is responsible will be adequately maintained.

NOW THEREFORE BE IT RESOLVED that the City of Bondurant, Iowa endorses said construction project and agrees to apply for RISE funding to complete the proposed street improvements.

BE IT FURTHER RESOLVED that the City of Bondurant will ensure the roadways for which the city is responsible will be adequately maintained.

Passed and approved this 18th day of August 2025.

By: _____
Matt Sillanpaa, Mayor Pro Tem

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.j.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution approving perpetual water main easement, and temporary right-of-entry that is needed for the 2nd Street, NW Widening Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As a part of the 2nd Street NW widening project, the city has the need to extend the 12-inch water main along the SE corner of 2nd St. NW and Franklin St. SW across 2nd St. to the North for future expansion of the water main network. To facilitate this work, staff have been in negotiations with the property owner and their legal team to be able to secure the necessary perpetual easement and the temporary right-of-entry to allow the city's contractor to complete the work.

Both parties have agreed to terms for compensation on the necessary easement and staff recommend council approval.

FUNDING SOURCE: RUT Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-242
2. Signed - Temporary Right-of-Entry
3. Signed - Perptual Water Main Easement

CITY OF BONDURANT
RESOLUTION NO. 250818-242

RESOLUTION ACCEPTING PERPUTUAL WATER MAIN EASEMENT AND TEMPORARY
RIGHT-OF-ENTRY FOR THE 2ND STREET NW, FRANKLIN STREET TO FIRESIDE
DRIVE STREET AND PEDESTRIAN CONNECTIVITY IMPROVEMENT PROJECT

WHEREAS the City of Bondurant adopted its Major Streets Master Plan in 2024, which identifies the need to make upgrades to the 2nd Street NW corridor in response to increased traffic that this street corridor has been experiencing due to increased development in the area; AND

WHEREAS there is a need to acquire perpetual easement to facilitate the extension of the city's major water main network; AND

WHEREAS Staff have negotiated an agreement with the property owner at 6425 NE 64th St. to purchase 548 square feet of perpetual easement and 324 square feet of temporary construction easement in consideration of \$468.00 in total compensation; AND

WHEREAS the attached easement is for land owned by the Louise Lex Revocable Trust at 6425 NE 64th St.

NOW, THEREFORE, BE IT RESOLVED by the City council of the City of Bondurant, Iowa, that the perpetual water main easement and temporary right-of-entry documents are hereby accepted, and the mayor is authorized to execute the necessary documents on behalf of the City.

Passed this 18th day of August 2025,

By: _____
Doug Elrod, Mayor

ATTEST: I, Shelby Hagan, city Clerk of Bondurant, hereby certify that 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				

Preparer Information: HR Green, Inc., 8710 Earhart Lane SW, Cedar Rapids, Iowa 52404

Project: Second Street Widening

Project Location: Along NE 78th Avenue, Bondurant, Iowa

Parcel #200/00501-002-000

TEMPORARY RIGHT-OF-ENTRY

Louise Lex, as Trustee of the Louise Lex Revocable Trust Established December 26, 1996 (hereinafter referred to as the "Grantor(s)") does hereby grant unto the City of Bondurant (hereinafter referred to as the "CITY"), a Temporary Right-of-Entry under, over, through and across the following described property:

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., IN POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT AT THE NORTHWEST CORNER OF SAID SECTION; THENCE DUE EAST 407.9 FEET ALONG THE NORTH LINE OF THE NW1/4; THENCE SOUTH 0 DEGREES 32 MINUTES WEST, 381.1 FEET; THENCE NORTH 89 DEGREES 33 MINUTES WEST, 408.4 FEET TO A POINT ON THE WEST LINE OF THE NW1/4; THENCE NORTH 0 DEGREES 37 MINUTES EAST ALONG THIS LINE, 377.9 FEET TO THE POINT OF BEGINNING, INCLUDING THAT PART NOW USED FOR ROAD PURPOSES.

THE SOUTH 26.50 FEET FO THE NORTH 50.50 FEET FO THE EAST 17.00 FEET FO THE WEST 50.00 FEET OF SAID NW 1/4 OF SECTION 36

AND

THE SOUTH 9.50 FEET FO THE NORTH 33.50 FEET FO THE EAST 10.50 FEET FO THE WEST 130.00 FEET OF SAID NW 1/4 SECTION 36.

CONTAINING 548 SQUARE FEET, MORE OR LESS.

THE SOUTH 26.50 FEET FOR THE NORTH 50.50 FEET FO THE EAST 8.00 FEET OF THE WEST 58.00 FEET OF SAID NW 1/4 OF SECTION 36

AND

THE SOUTH 14.00 FEET FO THE NORTH 74.00 FEET FO THE EAST 8.00 FEET OF THE WEST 58.00 FEET OF SAID NW ¼ SECTION 36.

CONTAINING 324 SQUARE FEET, MORE OR LESS.

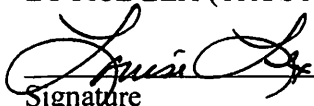
(hereinafter referred to as the "Property") for the limited purpose of allowing the CITY, its agents, contractors and employees access thereto for the purposes of beginning the Construction on the Second Street Widening Project, (hereinafter referred to as the "Project") as per the plans

and specifications for the construction of the project now on file in the office of the Public Works Director. The said Right-of-Entry shall be for the limited purpose of allowing personnel and equipment thereon to build the Project.

1. DURATION. It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until the proposed acquisitions, perpetual and temporary easements are signed, recorded and in effect for the construction of this project above described and the CITY's performance of its obligation hereunder.

Signed this 11th day of AUG, 2025

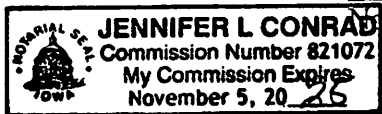
LOUISE LEX (TRUSTEE)

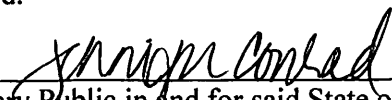

Signature

ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF Story, ss:

On this 11th day of August, 2025 before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Louise Lex, to me personally known, who being by me duly sworn, and acknowledged the execution of said instrument to be the voluntary act and deed.




Notary Public in and for said State of Iowa

PROPERTY OWNER:
LOUISE LEX REVOCABLE
TRUST ESTABLISHED
DECEMBER 26, 1996
711 JEWEL DRIVE
AMES, IA 50010
BOOK 17058, PAGE 325

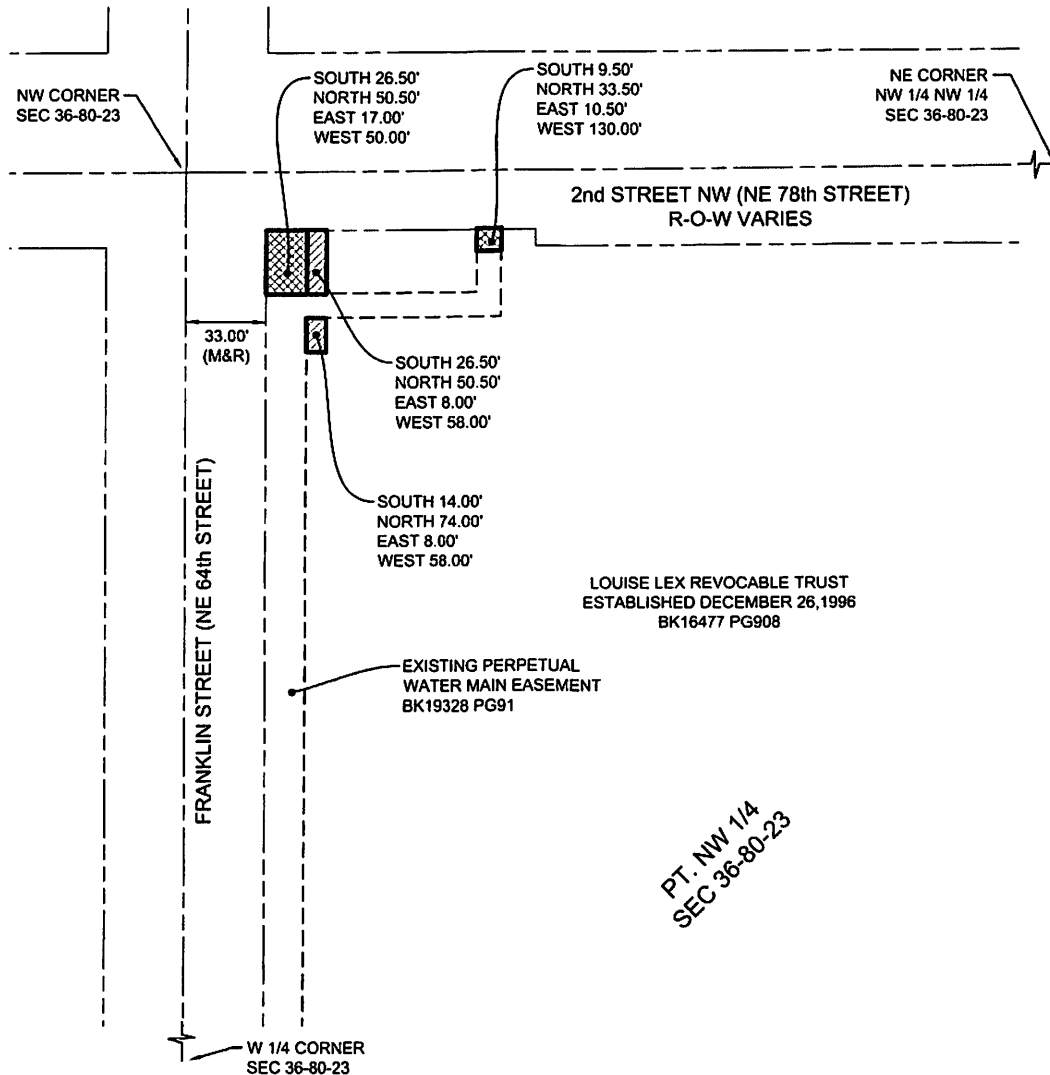
EASEMENT DRAWING

FOR WATER MAIN BEING CONVEYED TO
THE CITY OF BONDURANT, IOWA

PARCEL NO.:
200/00501-002-000

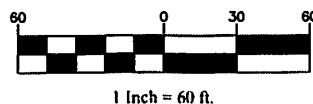
PHYSICAL ADDRESS:
6425 NE 78TH AVENUE
BONDURANT, IOWA 50035

DRAWN AJA CHECKED TJP APPROVED MJT DATE 11-20-24



LEGEND

- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- PERPETUAL EASEMENT AREA
548 SQ.FT.
- TEMPORARY EASEMENT AREA
324 SQ.FT.



GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE

FRANKLIN STREET & NW 2ND STREET WATER MAIN

**VEENSTRA
& KIMM INC.**

EXHIBIT **E-2** SHEET 1 OF 1

428103

Prepared By: Travis J. Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 2

PERPETUAL WATER MAIN EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Louise Lex, as Trustee of the Louise Lex Revocable Trust
Established December 26, 1996, (hereinafter referred to as "Grantor(s)"), in consideration of \$468.00 in hand paid by the CITY OF BONDURANT, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Bondurant, Iowa, a municipal corporation, in the County of Polk, State of Iowa, an easement under, through and across the following described real estate:

A parcel of land in the NW 1/4 of Section 36, Township 80 North, Range 23 West of the 5th P.M., in Polk County, Iowa, described as follows: Beginning at a point at the Northwest corner of said Section; thence due East 407.9 feet along the North line of the NW1/4; thence South 0 degrees 32 minutes West, 381.1 feet; thence North 89 degrees 33 minutes West, 408.4 feet to a point on the West line of the NW1/4; thence North 0 degrees 37 minutes East along this line, 377.9 feet to the point of beginning, including that part now used for road purposes.

Perpetual Easement (see attached Exhibit E-2)

The South 26.50 feet of the North 50.50 feet of the East 17.00 feet of the West 50.00 feet of said NW 1/4 of Section 36

AND

The South 9.50 feet of the North 33.50 feet of the East 10.50 feet of the West 130.00 feet of said NW 1/4 of Section 36.

Containing 548 square feet, more or less.

428103
11-20-24

Temporary Easement (see attached Exhibit E-2)

The South 26.50 feet of the North 50.50 feet of the East 8.00 feet of the West 58.00 feet of said NW 1/4 of Section 36

AND

The South 14.00 feet of the North 74.00 feet of the East 8.00 feet of the West 58.00 feet of said NW 1/4 of Section 36.

Containing 324 square feet, more or less.

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

Water Main

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

-That said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry. The City of Bondurant shall complete all such restorative measures within thirty (30) days after exercising its rights under the easement. If said municipal corporation fails to complete such restorative measures within such period, Grantor shall have the option, but not the obligation, to perform such restorative measures at the City of Bondurant's cost and expense and to bill City of Bondurant accordingly. Notwithstanding the foregoing, any restorative measures which are reasonably determined by Grantor to materially impact on the operations of GRANTOR'S business shall be performed within five (5) days of the City of Bondurant exercising its rights hereunder. The City of Bondurant shall give Grantor a minimum of twenty-four (24) hours advance written notice of each property entry in the Perpetual Easement or Temporary Easement area for any construction work to be performed in the Perpetual Easement area, except in the case of an emergency, in which case City of Bondurant shall provide Grantor reasonable notice under the circumstances.

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

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

Any such ingress and egress, construction, installation, maintenance, reconstruction, inspection, repair, or operation of the public improvements shall not unreasonably disrupt Grantor's use, enjoyment, or operation of Grantor's property and shall be as minimally invasive as reasonably possible. To the extent reasonable, the City of Bondurant shall limit access for the Perpetual Easement and Temporary Easement area to existing roads and drives.

The City of Bondurant shall maintain commercial general liability insurance in commercially reasonable amounts, subject to a minimum \$1,000,000.00 per occurrence, including coverage against for personal injury, death or property damage occurring in, upon or about the Perpetual Easement and Temporary Easement area and Grantor's surrounding property. Such insurance may be self-insurance as part of a "pooled risk" program maintained in accordance with the requirements of the Code of Iowa. Any such insurance or self-insurance shall respond on a primary basis with respect to any claims, including claims for personal injury, death, or property damage occurring in, upon or about the Perpetual Easement and Temporary Easement area. The City of Bondurant shall also require any contractor retained by the City of Bondurant to maintain insurance in accordance with the insurance requirements of this section. At Grantor's request, the City of Bondurant shall provide Grantor with certificates of insurance evidencing such coverages prior to the City of Bondurant or any contractor, as the case may be, entering the Perpetual Easement or Temporary Easement area.

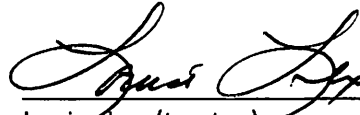
Grantor, Grantor's affiliates, and their respective owners, successors, and assigns and such parties' respective officers, directors, employees, consultants, contractors, subcontractors, agents and invitees (collectively, the "Grantor Parties" and each a "Grantor Party") will not be liable in any manner to the the City of Bondurant or any party claiming by, through, or under the City of Bondurant (collectively, the "Grantee Parties", and each a "Grantee Party"); for any personal injury, death, or property damage. All personal property of any Grantee Party upon the Perpetual Easement or Temporary Easement area will be at the sole risk of such Grantee Party, and the Grantor Parties will not be liable for any damage thereto or theft thereof, even if such damage or theft is due to the ordinary negligence of any Grantor Party. No party will have any right of claim against the Grantor Parties for any property damage, even if caused by the ordinary negligence of a Grantor Party or the condition of all or part of the Easement Area.

To the fullest extent permitted by law, the City of Bondurant agrees to indemnify, defend, and hold Grantor Parties harmless from and against any and all liens, claims, causes of action, damages, liabilities, losses and penalties (including reasonable attorneys' fees (collectively, "Damages") arising from: (a) any actual physical damage to the Perpetual Easement or Temporary Easement area, or any injury to or death of persons caused by the Grantee Parties or any Grantee Party's activities on the Perpetual Easement or Temporary Easement area; or (b) any breach or default in the performance of any covenant or obligations of any Grantee Party under this easement, even if such damages are caused by the concurrent negligence of a Grantor Party; provided, however, Grantee's indemnity hereunder shall not include any damages resulting solely from the negligence or more culpable conduct of any Grantor Party. This Section shall survive the termination of this easement.

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

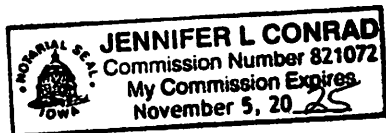
Words phrases herein including acknowledgment hereof shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

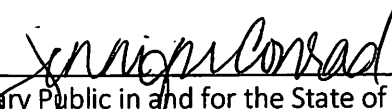
IN WITNESS WHEREOF WE have hereunto affixed our hands this 11TH day of AUG, 20 25.


Louise Lex (trustee)

STATE OF Iowa)
) ss.
COUNTY OF Story)

On the 11th day of August, 20 25, before me a Notary Public in and for Story County, Louise Lex personally appeared as Trustee of the Louise Lex Revocable Trust Established December 26th, 1996, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he, as such fiduciary, executed the same as the voluntary act and deed of himself and of such fiduciary.




Notary Public in and for the State of Iowa
My commission expires Nov 5, 20 25

will

200

200

[Handwritten signature]

NOVEMBER 20 2004
JENNIFER L CONRAD
My Commission Expires
Commission Number 851075

PROPERTY OWNER:
LOUISE LEX REVOCABLE
TRUST ESTABLISHED
DECEMBER 26, 1996
711 JEWEL DRIVE
AMES, IA 50010
BOOK 17058, PAGE 325

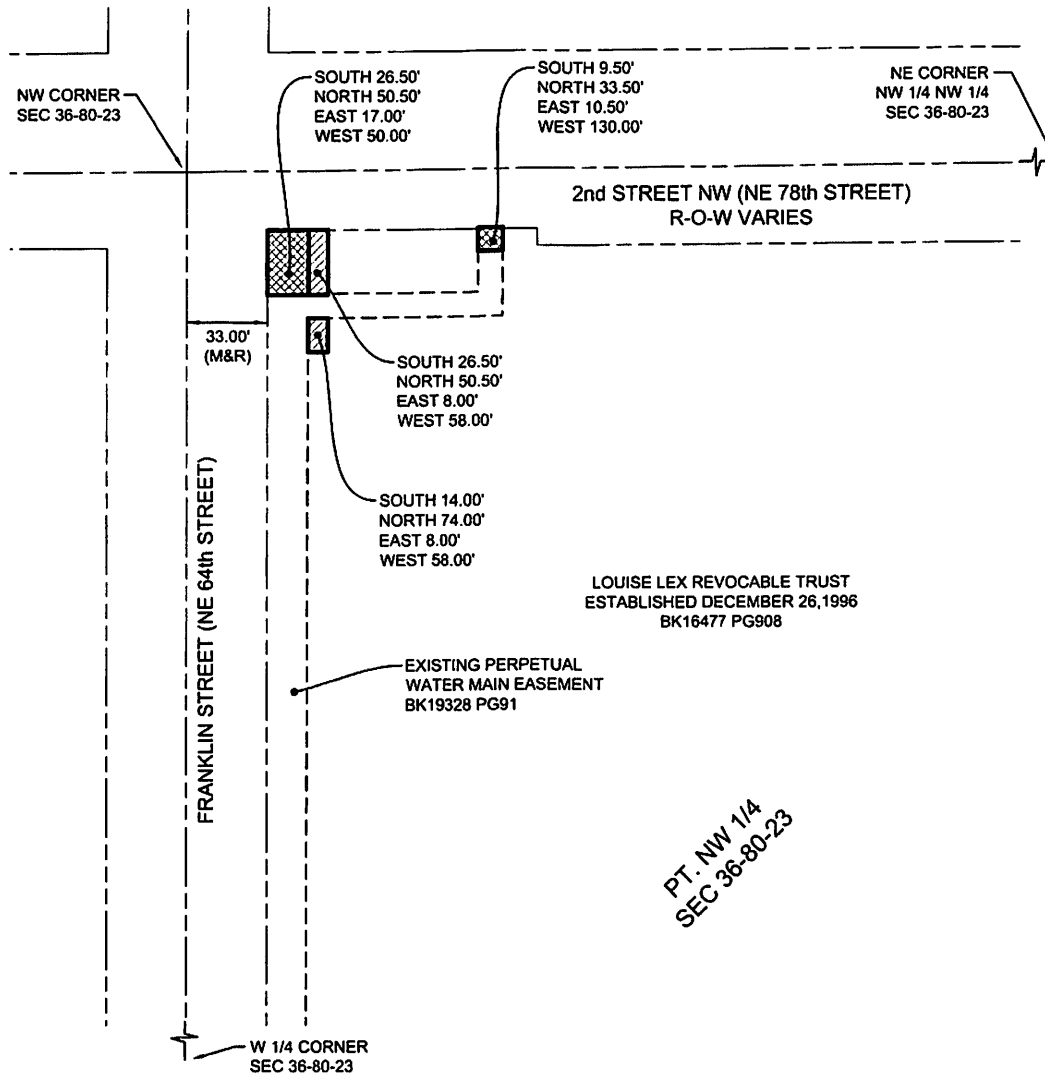
EASEMENT DRAWING

FOR WATER MAIN BEING CONVEYED TO
THE CITY OF BONDURANT, IOWA

PARCEL NO.:
200/00501-002-000

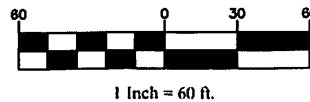
PHYSICAL ADDRESS:
6425 NE 78TH AVENUE
BONDURANT, IOWA 50035

DRAWN AJA CHECKED TJP APPROVED MJT DATE 11-20-24



LEGEND

- SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- PERPETUAL EASEMENT AREA
548 SQ. FT.
- TEMPORARY EASEMENT AREA
324 SQ. FT.



GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE

FRANKLIN STREET & NW 2ND STREET WATER MAIN

**VEENSTRA
& KIMM INC.**

EXHIBIT **E-2** SHEET 1 OF 1

428103



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

Item No. 6.k.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution approving a Purchase Agreement for tree removals associated with the 2nd Street, NW – Franklin Street to Fireside Drive and Pedestrian Connectivity Improvement Project, including the property located at 6425 NE 64th Street

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As part of the 2nd St. Widening project at the intersection of Franklin St. SW and 2nd St. NW will be fully reconstructed and urbanized. To help facilitate this work and in the interest of safety, the city has agreed to purchase 3 trees from the property owner at 6425 NE 64th St. so that they can be removed. City staff negotiated a purchase price for the trees based upon the WRA tree removal compensation policy that was just recently revised and adopted by all member communities that are a part of the WRA.

FUNDING SOURCE: RUT Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-243
2. Purchase Agreement

CITY OF BONDURANT
RESOLUTION NO. 250818-243

RESOLUTION APPROVING A PURCHASE AGREEMENT FOR TREE REMOVALS
ASSOCIATED WITH THE 2ND STREET, NW – FRANKLIN STREET TO FIRESIDE
DRIVE AND PEDESTRIAN CONNECTIVITY IMPROVEMENT PROJECT, INCLUDING
THE PROPERTY LOCATED AT 6425 NE 64TH STREET

WHEREAS the City of Bondurant adopted its Major Streets Master Plan in 2024, which identifies the need to make upgrades to the 2nd Street, NW corridor in response to increased traffic that this street corridor has been experiencing due to increased development in the area; AND

WHEREAS there is a need to purchase existing trees and remove them along 2nd Street, NW to facilitate the reconstruction of the intersection and improve sight distances for safety reasons; AND

WHEREAS Staff have negotiated an agreement with the property owner at 6425 NE 64th Street to purchase 3 existing trees in consideration of \$1,800 in total compensation; AND

WHEREAS the attached purchase agreement is for trees owned by the Louise Lex Revocable Trust at 6425 NE 64th Street.

NOW, THEREFORE, BE IT RESOLVED by the City council of the City of Bondurant, Iowa, that the purchase agreement documents are hereby accepted, and the mayor is authorized to execute the necessary documents on behalf of the City.

Passed this 18th day of August 2025,

By: _____
Matt Sillanpaa, Mayor Pro Tem

ATTEST: I, Shelby Hagan, city Clerk of Bondurant, hereby certify that 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				

PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") is entered into this 11 day of Aug, 2025,
by and between:

City:

City of Bondurant (hereinafter referred to as the "City")

Property Owner:

Louise Lex, as Trustee of the Louise Lex Revocable Trust Established December 26, 1996
(hereinafter referred to as the "Seller")

1. PURCHASE AND SALE

The Seller agrees to sell, and the City agrees to purchase, the following:

- Three (3) Trees
- Cost per Tree: \$600.00
- Total Purchase Price: \$1,800.00

2. PAYMENT

The City shall pay the Seller the total amount of One Thousand Eight Hundred Dollars (\$1,800.00) upon execution of this Agreement or as otherwise agreed in writing.

3. EXECUTION

Per separate temporary right-of-entry agreement, temporary construction easement agreement and perpetual water main easement agreement, the City, its agents, contractors and employees are allowed access thereto for the purposes of removing the three (3) trees for the Second Street Widening Project, (hereinafter referred to as the "Project") as per the plans and specifications for the construction of the project now on file in the office of the Public Works Director. Upon receipt of payment, full ownership and responsibility for the trees shall transfer to the City.

Signed this 11TH day of Aug, 2025

LOUISE LEX (TRUSTEE)

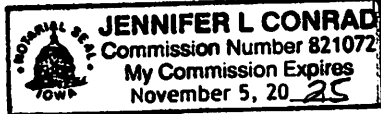


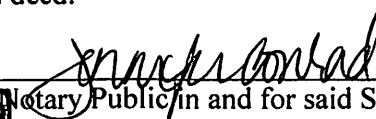
Signature

ACKNOWLEDGEMENT

STATE OF IOWA, COUNTY OF Story, ss:

On this 11th day of August, 2025 before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared LOUISE LEX, to me personally known, who being by me duly sworn, and acknowledged the execution of said instrument to be the voluntary act and deed.





Notary Public in and for said State of Iowa



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

Item No. 6.I.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution authorizing initiation of the Silo Commons Public Art RFQ/RFP artist selection process

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The attached resolution approves initiation of the Silo Commons Public Art RFQ/RFP process. The planned mural will be installed along the eastern face of the silo pack that will comprise the Silo Commons space. This mural will serve as a striking ~115'-tall backdrop to the outdoor amphitheater space being constructed as an addition to the eastern face of the silo pack. As part of the Silo Commons project, the adjacent lawn space will be developed to accommodate over 800 attendees for events, and the site will have a direct link to the Chichaqua Valley Trail segment currently being expanded through the Grain District.



Opportunity 5C of the Art, Culture, & Wayfinding Plan identifies the silo public art as a prime location for placemaking efforts. Installation of a mural on the Silo Commons silos is consistent with both the Grain District Downtown Redevelopment Plan and the Silo Commons Concept Plan, which envision the silos as a focal point and a unique cultural landmark within the district.

To initiate the artist selection process, the City anticipates partnering with the Greater Des Moines Public Art Foundation to conduct a two-step RFQ/RFP process for this Silo Public Art Project. The first step will involve a Request for Qualifications (RFQ) to identify qualified artists. From the RFQ submissions, top candidates will be invited to participate in a Request for Proposals (RFP) phase, during which they will submit detailed artistic concepts for the project.

It is anticipated that artists with demonstrated experience in painting large-scale murals, such as those on silos, will be prioritized. In addition, the City will explore how the mural can incorporate innovative features to enhance its appeal, such as augmented reality elements to provide an interactive visitor experience, and specialized nighttime lighting installed by a qualified lighting display contractor to highlight the artwork after dark.

The Silo Commons space is scheduled for construction in 2026/2027, with installation of the Silo Public Art anticipated during this same period. The City will continue to actively pursue grant funding opportunities to help offset the cost of the mural installation. The Parks & Recreation Board will serve as the RFQ/RFP review committee, evaluating submissions and making a recommendation to the City Council for final approval.

The resolution before Council authorizes City staff to move forward with initiating this public art RFQ/RFP artist selection process, further advancing the vision for Silo Commons as a destination that blends Bondurant's agricultural roots with its vibrant, evolving downtown district.

FUNDING SOURCE: The Grain District capital projected, supported by LOSST, grants, private contributions, and bonds, underwritten by TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-244

CITY OF BONDURANT
RESOLUTION NO. 250818-244

RESOLUTION AUTHORIZING INITIATION OF THE SILO COMMONS PUBLIC ART
RFQ/RFP ARTIST SELECTION PROCESS

WHEREAS the City of Bondurant is advancing the Silo Commons project as a signature public space within the Grain District, featuring an outdoor amphitheater addition on the eastern face of the existing silo pack, an adjacent lawn area designed to accommodate over 800 attendees, and a direct link to the Chichaqua Valley Trail segment currently being expanded through the Grain District; AND

WHEREAS the planned mural installation along the ~115-foot-tall eastern face of the Silo Commons silos will serve as a prominent backdrop to the amphitheater and as a distinctive visual landmark for downtown Bondurant; AND

WHEREAS Opportunity 5C of the City's Art, Culture, & Wayfinding Plan identifies the silos as a prime location for placemaking efforts, encouraging reuse and art additions for silos and outbuildings to celebrate Bondurant's agricultural roots while contributing to economic vitality and tourism; AND

WHEREAS installation of a mural on the Silo Commons silos is consistent with the Grain District Downtown Redevelopment Plan and the Silo Commons Concept Plan, both of which envision the silos as a focal point and a unique cultural anchor within the district; AND

WHEREAS the City anticipates partnering with the Greater Des Moines Public Art Foundation to conduct a two-step artist selection process for the Silo Public Art Project, beginning with a Request for Qualifications (RFQ) to identify qualified artists, followed by a Request for Proposals (RFP) phase in which selected finalists will submit detailed artistic concepts; AND

WHEREAS artists with demonstrated experience in painting large-scale murals, including on silo structures, will be prioritized, and the City will also explore incorporating augmented reality features and interactive nighttime lighting to enhance the artwork's appeal and visitor experience; AND

WHEREAS the Silo Commons project is scheduled for construction in 2026/2027, with installation of the Silo Public Art anticipated during the same timeframe, and the City will continue seeking grant funding to assist with the mural installation; AND

WHEREAS the Parks & Recreation Board will serve as the RFQ/RFP review committee and make a recommendation to the City Council for final approval.

NOW, THEREFORE, BE IT RESOLVED by the City council of the City of Bondurant, Iowa, that City staff are hereby authorized to initiate the Silo Commons Public Art

RFQ/RFP artist selection process, and to proceed in accordance with the process and objectives outlined herein.

Passed and approved this 18th day of August 2025.

By: _____
Matt Sillanpaa, Mayor Pro Tem

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**

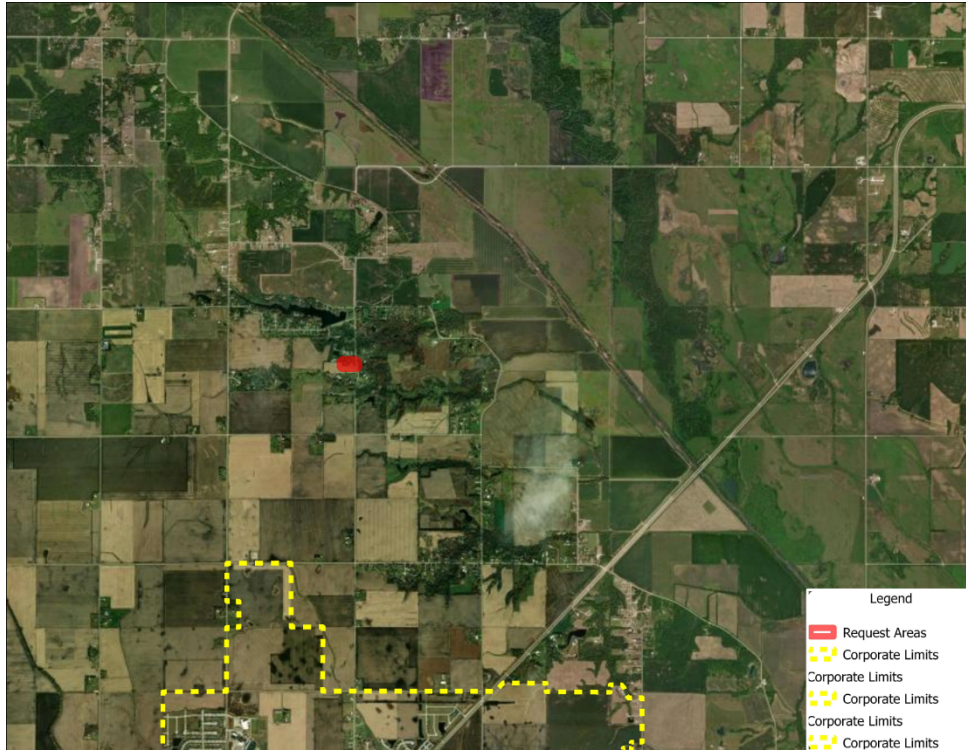
Item No. 6.m.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution considering Plat of Survey for 10638 NE 80th Street

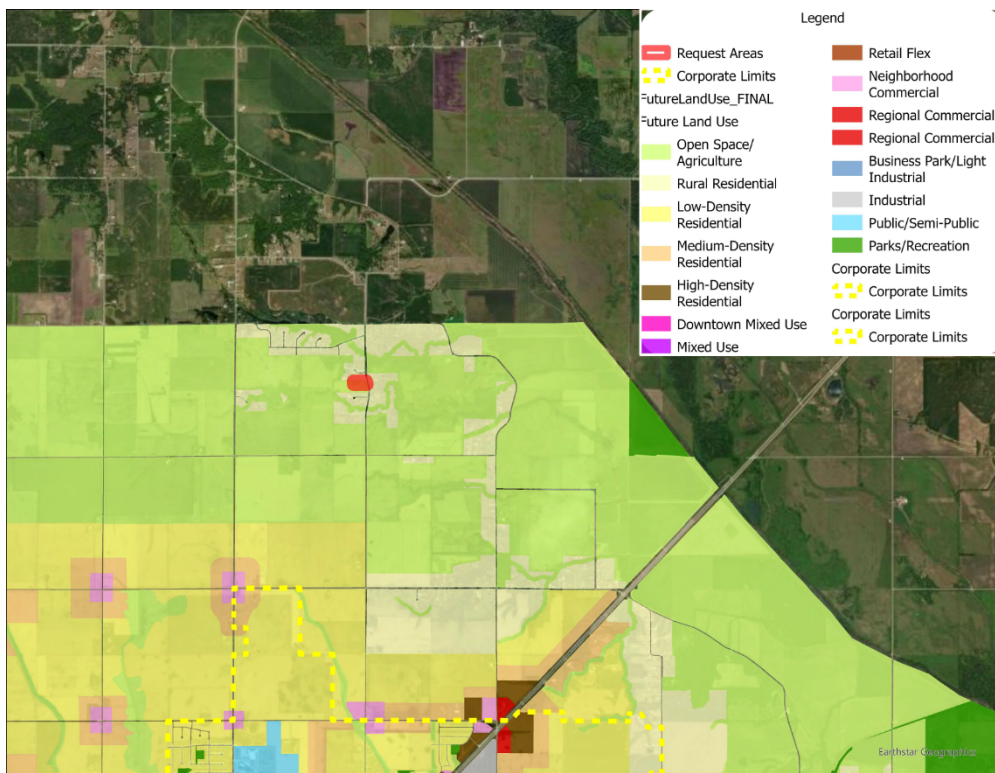
CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The City is in receipt of a plat of survey request located in unincorporated Polk County within 2 miles of Bondurant's city limits. Polk County has zoning jurisdiction on this land - meaning that a permitted use review is conducted by Polk County and not the City of Bondurant. The subject property is located north of the Bondurant's corporate limit at 10638 NE 80th Street. The subject property is currently used for residential and agricultural uses. The property is currently owned by the Miriam Carlson. Terry Coady, with Snyder and Associates, Inc., has submitted the Plat of Survey on their behalf. The newly created parcel takes a portion of ground from the agricultural property and adds it to the homestead parcel. The area in blue shows the location of the proposed Plat of Survey.



The City's Future Land Use Map as part of the 2022 Comprehensive Plan shows this area as Rural Residential. The map below shows the property outlined in red on the Future Land Use Map.



Comments from City Officials:

The following City departments were notified of the submitted site plan:

1. City Engineering – no additional review comments.
2. Public Works – no additional review comments.
3. Emergency Services – no review comments.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 6-0 to recommend approval of the Plat of Survey at their August 14, 2025 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-245
2. Plat of Survey
3. Plat of Survey Request Letter

CITY OF BONDURANT
RESOLUTION NO. 250818-245

RESOLUTION APPROVAL OF THE PLAT OF SURVEY CREATING PARCEL IN
UNINCORPORATED POLK COUNTY WITHIN TWO MILES OF BONDURANT'S CITY
LIMITS

WHEREAS, Snyder and Associates, Inc. has submitted a plat of survey on the behalf of Miriam Carlson to create a new parcel at 10638 NE 80th Street located in rural Polk County and further described as follows:

A PART OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 7 AND A PART OF THE SOUTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 8 ALL IN TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., NOW INCLUDE IN AND FORMING A PART OF POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST $\frac{1}{4}$ CORNER OF SAID SECTION 7; THENCE NORTH 0°29'36" WEST ALONG THE EAST LINE OF SAID SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 7, A DISTANCE OF 145.22 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°37'06" WEST, 495.25 FEET; THENCE NORTH 0°22'54" WEST, 35.00 FEET TO THE SOUTHWEST CORNER OF AN UNRECORDED SURVEY BY PLS #5228, D.M. PIAGENTINI SIGNED ON 6-22-1972; THENCE NORTH 89°37'06" EAST ALONG THE SOUTH LINE OF SAID UNRECORDED PLAT OF SURVEY, 599.65 FEET TO THE CENTERLINE OF NE 80TH STREET AND BEING ON THE WEST LINE OF LOT 1 OF BRIGGS ESTATES PLAT 1, AN OFFICIAL PLAT; THENCE SOUTHEASTERLY ALONG SAID CENTERLINE AND ALONG SAID WEST LINE AND ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 1,432.39 FEET, THOSE ARC LENGTH IS 36.03 FEET AND WHOSE CHORD BEARS SOUTH 148'10" EAST, 36.03 FEET; THENCE SOUTH 89°37'06" WEST, 112.96 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.49 ACRES (21,140 S.F.) AND SUBJECT TO ROADWAY EASEMENT, SAID EASEMENT CONTAINS 0.03 ACRES (1,443 S.F.) OF ROADWAY EASEMENT.

PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WHEREAS, the Planning & Zoning Commission reviewed this Plat of Survey request during their August 14, 2025, meeting and voted 6-0 to recommend approval.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA: that the Plat of Survey is hereby approved.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 18th day of August 2025.

By: _____
Matt Sillanpaa, Mayor Pro Tem

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				

INDEX LEGEND

SURVEYOR'S NAME / RETURN TO:
TERRY COADY
SNYDER AND ASSOCIATES, INC.
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
(515) 964-2020
TLCOADY@SNYDER-ASSOCIATES.COM

SERVICE PROVIDED BY:
SNYDER AND ASSOCIATES, INC.

SURVEY LOCATED:
PART SE 1/4, NE 1/4
SECTION 7, TOWNSHIP 80N, RANGE 22W

REQUESTED BY:
MIRIAM J. CARLSON

PLAT OF SURVEY

PARCEL 2025-97 DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 7 AND A PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 8 ALL IN TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

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PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AREA

SE 1/4 NE 1/4 SECTION 7	0.40 AC (17,332 S.F.)
SW 1/4 NW 1/4 SECTION 8	0.09 AC (3,808 S.F.)
TOTAL	0.49 AC (21,140 S.F.)

AREA

NET	0.45 AC (19,697 S.F.)
R.O.W.	0.03 AC (1,443 S.F.)
TOTAL	0.49 AC (21,140 S.F.)

NOTE

IN SITUATIONS WHERE THE PLAT OF SURVEY SHOWS SETTING A 1/2" REBAR, YELLOW PLASTIC CAP #18643 AND THE EXISTING CONDITIONS WILL NOT ALLOW THIS TYPE OF MONUMENT TO BE SET, A CUT "X" WILL BE SET IN CONCRETE OR A "MAG" NAIL WILL BE SET IN ASPHALT.

DATE OF SURVEY

7-7-2025

OWNER

MIRIAM J. CARLSON
10638 NE 80TH STREET
BONDURANT, IA 50035

BASIS OF BEARING

THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 7-80-22 WAS ASSUMED TO BEAR SOUTH 0°29'36" EAST.

LEGEND

SURVEY	FOUND	SET
SECTION CORNER	▲	△
1/2" REBAR, YELLOW PLASTIC CAP #18643 (UNLESS OTHERWISE NOTED)	●	◊
ROW MARKER	■	□
CALCULATED POINT	+	
PLATTED DISTANCE	P	
MEASURED BEARING AND DISTANCE	M	
UNRECORDED SURVEY DISTANCE	UR	
DEED DISTANCE	D	
CALCULATED DISTANCE	C	
YELLOW PLASTIC CAP	YPC	
CENTERLINE	-----	
SECTION LINE	_____	
1/4 SECTION LINE	_____	
1/4 1/4 SECTION LINE	_____	
EASEMENT LINE	-----	

LICENSED PROFESSIONAL LAND SURVEYOR

TERRY COADY

18643

I hereby certify that this land surveying document was prepared and the related field 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.

Terry Coady, PLS _____ Date _____

License Number 18643

My License Renewal Date is December 31, 2025

Pages or sheets covered by this seal:

Sheets 1 and 2 of 2

PT SOUTHEAST 1/4, NORTHEAST 1/4 SECTION 7-80-22

PLAT OF SURVEY



SNYDER
& ASSOCIATES

2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 1 OF 2

PN: 125.0811.01

FLD BK: 1400 PG: 24

DATE: 7/15/2025

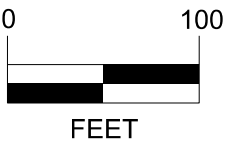
PM/TECH: TLC / JDP

PLAT OF SURVEY

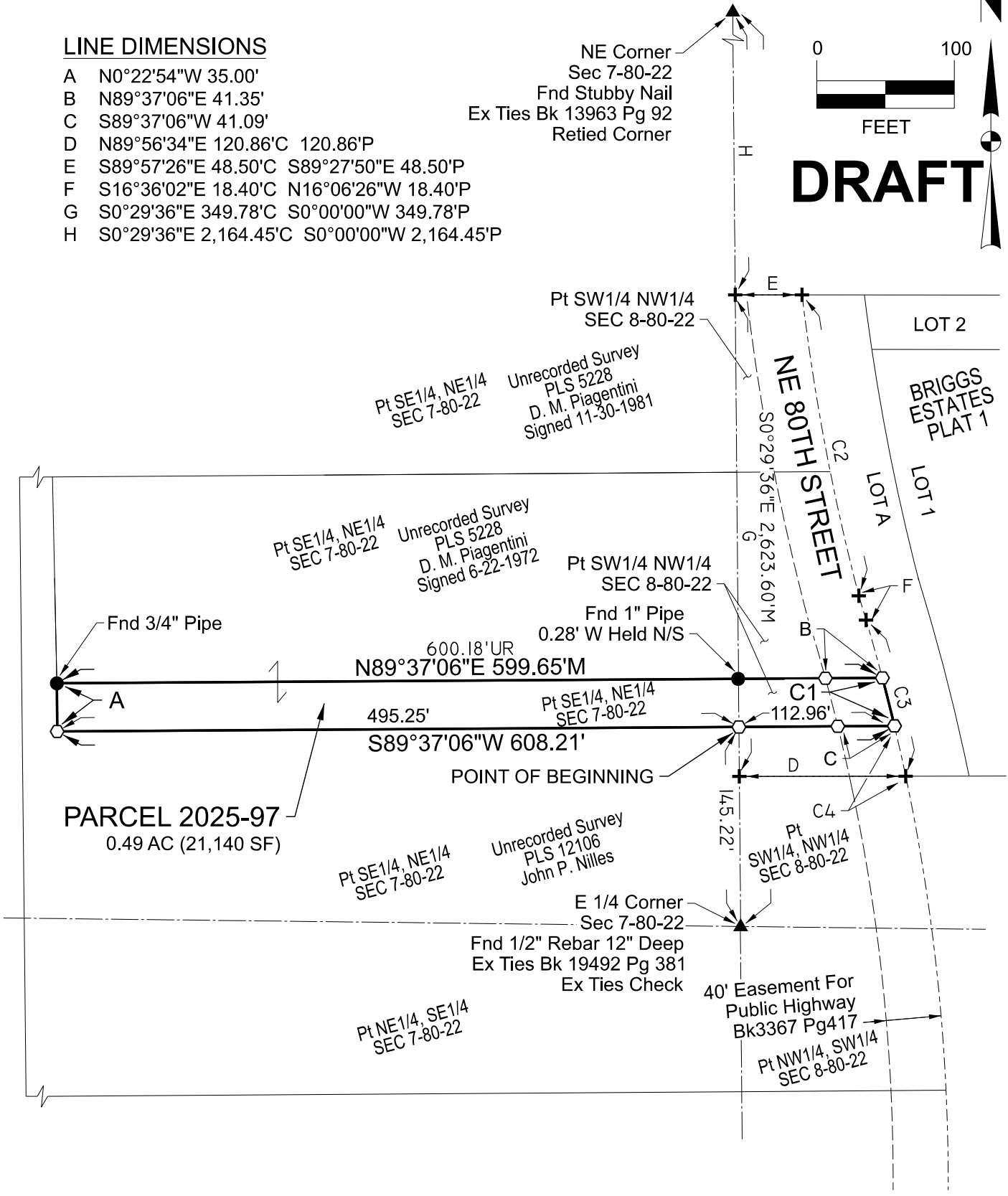
LINE DIMENSIONS

- A N0°22'54"W 35.00'
- B N89°37'06"E 41.35'
- C S89°37'06"W 41.09'
- D N89°56'34"E 120.86'C 120.86'P
- E S89°57'26"E 48.50'C S89°27'50"E 48.50'P
- F S16°36'02"E 18.40'C N16°06'26"W 18.40'P
- G S0°29'36"E 349.78'C S0°00'00"W 349.78'P
- H S0°29'36"E 2,164.45'C S0°00'00"W 2,164.45'P

NE Corner
Sec 7-80-22
Fnd Stubby Nail
Ex Ties Bk 13963 Pg 92
Retied Corner



DRAFT



CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	1°26'29"	1,432.39'	36.03'	18.02'	S14°08'10"E 36.03'
C2 C	7°47'30"	1,637.02'	222.62'	111.48'	S10°41'50"E 222.45'
C2 P	7°47'30"	1,637.02'	222.62'	111.48'	N10°12'14"W 222.45'
C3 C	4°40'53"	1,432.39'	117.03'	58.55'	S14°15'36"E 117.00'
C3 P	4°40'53"	1,432.39'	117.03'	58.55'	N13°46'00"W 117.00'
C4	1°29'46"	1,432.39'	37.40'	18.70'	S12°40'02"E 37.40'

PT SOUTHEAST 1/4, NORTHEAST 1/4 SECTION 7-80-22
PLAT OF SURVEY



2727 SW SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020

SHEET 2 OF 2
PN: 125.0811.01
FLD BK: 1400 PG: 24
DATE: 7/15/2025
PM/TECH: TLC / JDP

July 15, 2025

Alexa Hunt
Polk County Planning Division
5895 NE 14th Street
Des Moines, Iowa 50313

RE: CARLSON PROPERTY PLAT OF SURVEY
POLK COUNTY, IOWA
S&A PROJECT NO. 125.0811

Dear Ms. Hunt:

On behalf of Miriam Carlson (Owners), please find attached the Plat of Survey for the above-referenced project. This survey has been prepared in accordance with Polk County subdivision standards. The intent of this survey is to add property from an existing parcel, also owned by Miriam, to her adjoining homestead property located at 10638 NE 80th Street. This survey lies within two miles of the City of Bondurant and has been submitted for their review.

Submittal materials are as follows:

1. Preliminary Plat Application
2. 3 copies of the Plat of Survey
3. Please provide a submittal invoice, and payment will be completed online.

We respectfully request the County's review. Should you have any questions on this matter or require additional information, please contact me at 964-2020.

Sincerely,
SNYDER & ASSOCIATES, INC.



Terry Coady, PLS

Enclosure
cc: Miriam Carlson, Owner Representative
File



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

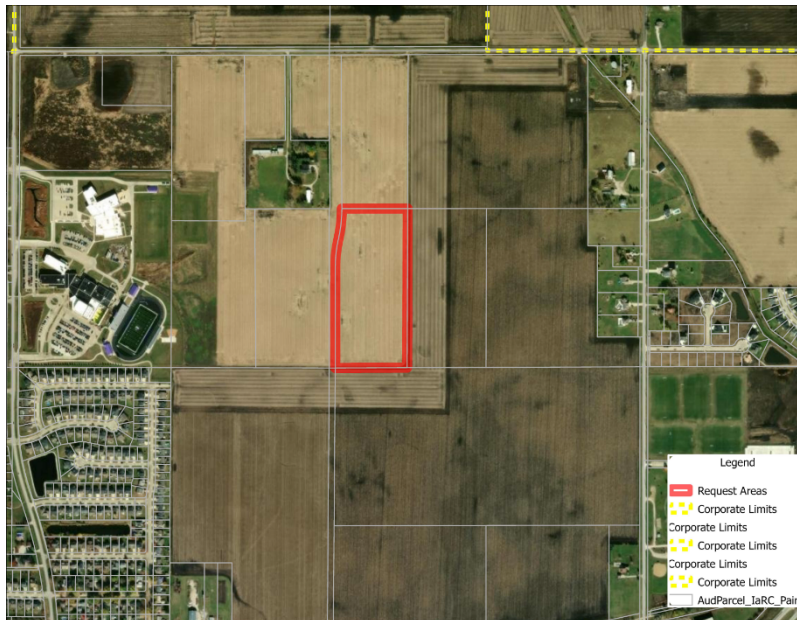
Item No. 6.n.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution affixing a date for a public hearing on the request to amend the City's Future Land Use Map for Parcel 8022-30-200-021 from Low- and Medium-Density Residential to High-Density Residential for September 2 at 6:00 p.m. in Council Chambers at City Hall

CONTACT PERSON:

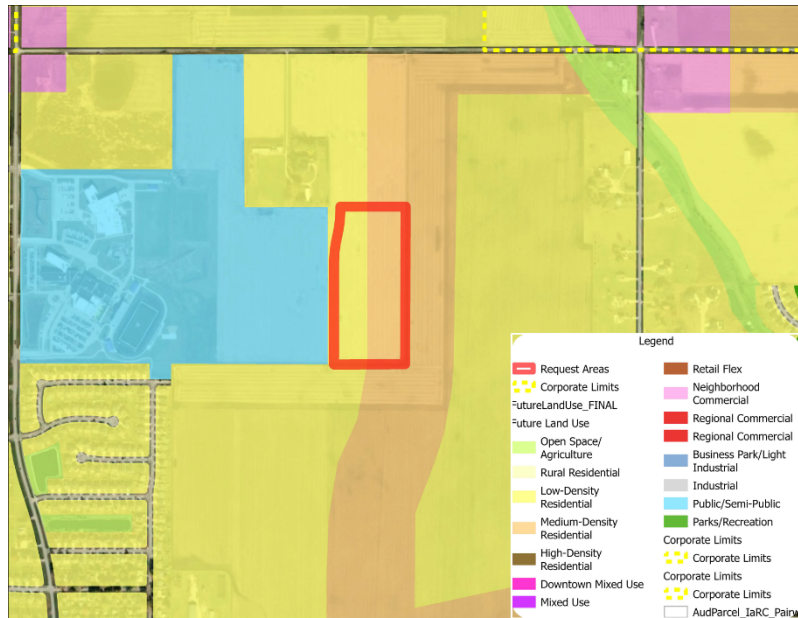
Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Paramount Land Company is submitting a request to amend the Future Land Use Map. The request would amend Parcel 8022.30.200.021 from Low- and Medium-Density Residential to High-Density Residential. The request would allow for single-family residential development to take place on the property. An aerial of proposed amendment area can be found below:

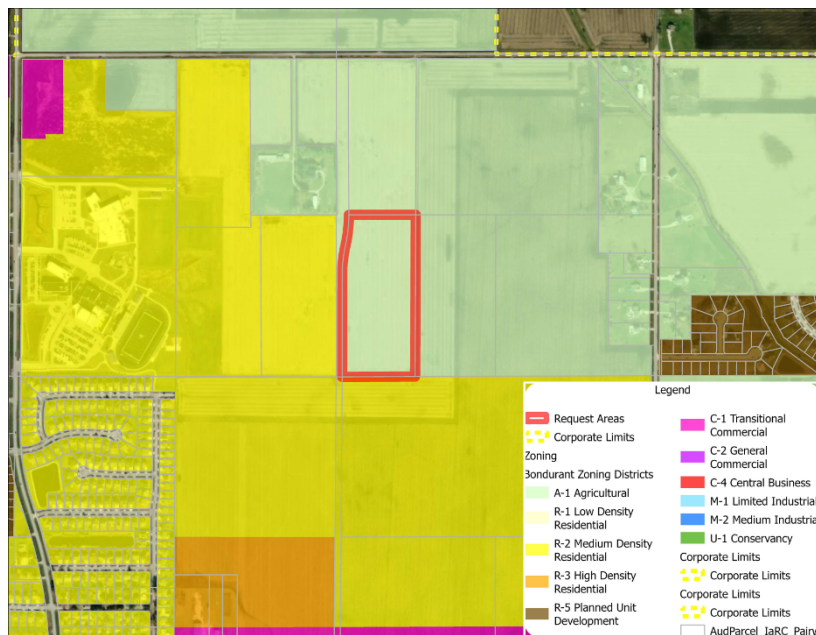


The City's Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides this area as Low-

and Medium-Density Residential. The current Future Land Use Map with the proposed amendment area outlined can be seen below.



The property in question is currently zoned A-1 Agricultural. The requested amendment would not change the zoning of the property, a rezoning request for this property has been submitted and will be considered by the Planning and Zoning Commission. The property is outlined in red on the City Zoning Map below:



Analysis:

The Future Land Use Map shows medium-density residential proposed along the

eastern and western sides of a north/south street corridor. This street corridor (Truman Street NE) has been shifted to the west from what was originally shown in the approved Future Land Use Map. The Building Bondurant Comprehensive Plan states that Medium-Density Residential land use category includes townhomes, rowhouse, cottage home developments and single-family where necessary. The residential density for Medium-Density Residential is listed as 7-12 dwellings per acre. The residential density for High-Density Residential is 12 or more dwellings per acre, and ideal for apartment and condominium development with townhomes or rowhouses where appropriate.

The High Density Residential Future Land Use designation translates most closely to the City's High Density Residential (R-3) District. This zoning district allows for single-family residential development with 65-foot minimum width requirements.

FUNDING SOURCE: The publication for the public hearing will be paid from the General Fund.

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 6-0 to recommend approval of the Future Land Use Map amendment at their August 14, 2025 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-246

CITY OF BONDURANT
RESOLUTION NO. 250818-246

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REQUEST TO
MODIFY FUTURE LAND USE MAP FOR GEOPARCEL 8022.30.200.021 FROM LOW-
AND MEDIUM-DENSITY RESIDENTIAL TO HIGH-DENSITY RESIDENTIAL

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

That the City Council of the City of Bondurant, Iowa, hereby proposes to amend the Future
Land Use Map for GeoParcel 8022.30.200.021 from Low- and Medium-Density
Residential to High-Density Residential, on property described as follows:

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF
SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST, OF THE 5TH P.M., CITY OF
BONDURANT, POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY
OF BONDURANT AS SHOWN IN THE WARRANTY DEED RECORDED IN BOOK
20013 ON PAGE 877 IN THE POLK COUNTY RECORDER'S OFFICE, SUBJECT TO
ANY EASEMENTS OF RECORD.

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 2nd day of
September, 2025 at 6:00 p.m. at the Bondurant City Center at 200 2nd Street NE,
Bondurant, Polk County, Iowa at which time the Council will hear public comments on the
proposed change in the Future Land Use map.

BE IT FINALLY RESOLVED THAT: The City Clerk is hereby directed to publish notice of
said hearing, as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 18th 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				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on September 2nd, 2025 in the Bondurant City Center at 106 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to amend the Future Land Use Map from Low- and Medium-Density Residential to High-Density Residential on GeoParcel 8022.30.200.021, property further described as follows:

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST, OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY OF BONDURANT AS SHOWN IN THE WARRANTY DEED RECORDED IN BOOK 20013 ON PAGE 877 IN THE POLK COUNTY RECORDER'S OFFICE, SUBJECT TO ANY EASEMENTS OF RECORD.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



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

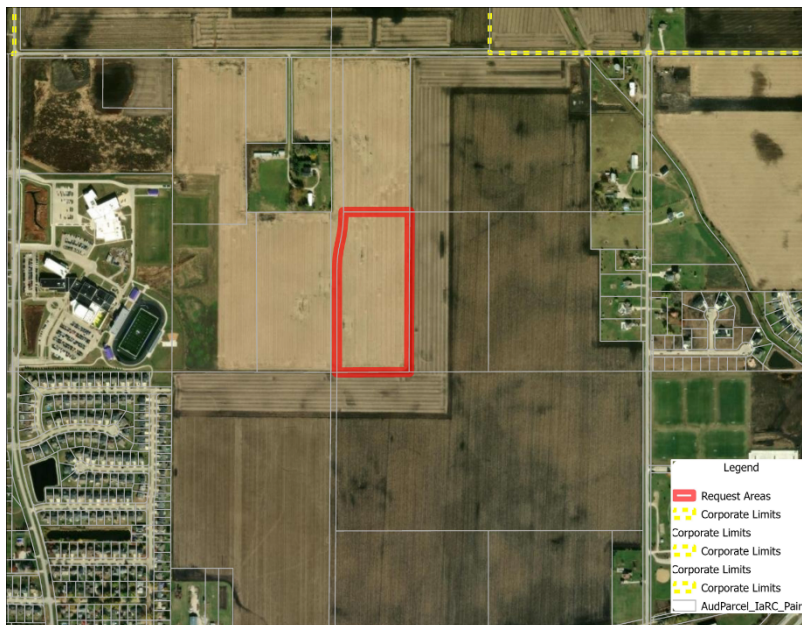
Item No. 6.o.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution affixing a date for a public hearing on the request to rezone Parcel 8022-30-200-021 from the Agricultural (A-1) District to the High-Density Residential (R-3) District on September 2, 2025, at 6:00 p.m. at the Bondurant City Council Chambers

CONTACT PERSON:

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

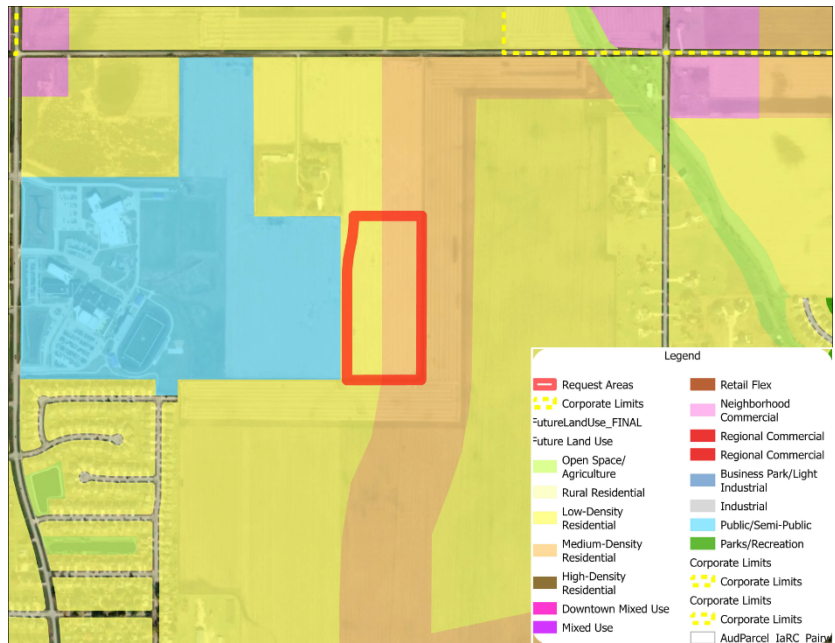
BRIEF HISTORY & ANALYSIS: Paramount Land Company has submitted a rezoning request for Parcel 8022.30.200.021, located east of the future Truman Drive NE and south of 16th Street NE. The rezoning request proposes to change the zoning from A-1 Agricultural to R-3 High Density Residential. The request area is highlighted below.



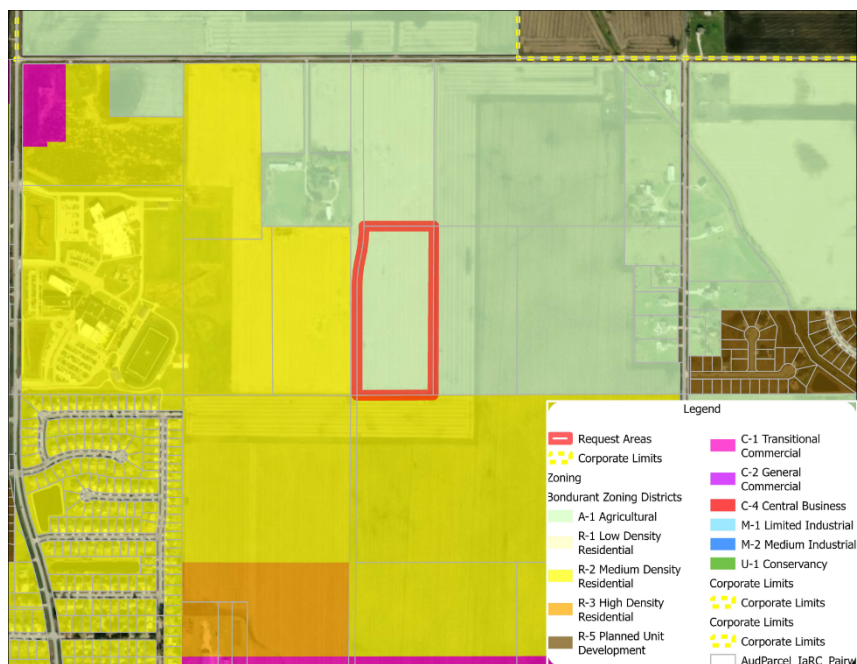
When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and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

Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map – Paramount Land Company has requested an amendment to the 2022 Future Land Use Map. The amendment would change the request area from Low- and Medium-Density Residential to High-Density Residential. The request area is outlined below on the 2022 Future Land Use Map.



Zoning – Parcel 8022.30.200.021 is currently zoned as A-1 Agricultural. Paramount Land Company is requesting to rezone the property to R-3 High Density Residential. There is R-2 Medium Density Residential Districts located to the south and west of the subject property. A-1 Agricultural Districts are located to the north and east of the subject property.



Parkland Dedication – Parkland dedication is required for residential developments and will be addressed when a preliminary plat is submitted for review.

Streets – The property will be accessible from Truman Drive NE. All internal streets will be reviewed when a preliminary plat is submitted for review.

Pedestrian Connections – Will be addressed during the platting process.

Utilities – All utilities will be addressed during the platting process.

FEMA Floodplain – this development is not located in the FEMA Floodplain area.

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

Comments from City Officials and Utilities -

- City Engineering – No comments received at this time.
- Public Works – No comments received at this time.
- Emergency Services – No comments received at this time.

FUNDING SOURCE: The publication of the hearing notice is paid from the General Fund.

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 6-0 to recommend approval of the rezoning request at their August 14, 2025, meeting. Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-247

CITY OF BONDURANT
RESOLUTION NO. 250818-247

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE REQUEST FOR
REZONING FROM THE AGRICULTURAL (A-1) DISTRICT TO THE HIGH DENSITY
RESIDENTIAL (R-3) DISTRICT ON PROPERTY LOCATED AT GEOPARCEL
8022.30.200.021

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

That the City Council of the City of Bondurant, Iowa, hereby proposes to rezone
GeoParcel 8022.30.200.021 from the Agricultural (A-1) District to the High Density
Residential (R-3) District, on property further described as follows:

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF
SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST, OF THE 5TH P.M., CITY OF
BONDURANT, POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY
OF BONDURANT AS SHOWN IN THE WARRANTY DEED RECORDED IN BOOK
20013 ON PAGE 877 IN THE POLK COUNTY RECORDER'S OFFICE, SUBJECT TO
ANY EASEMENTS OF RECORD.

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 2nd day of
September 2025 6:00 p.m. at the Bondurant City Council Chambers at 200 2nd Street NE,
Bondurant, Polk County, Iowa at which time the Council will hear public comments on the
proposed rezoning request of said property.

BE IT FINALLY RESOLVED THAT: The City Clerk is hereby directed to publish notice of
said hearing, as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 18th 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				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on September 2, 2025 in the Bondurant City Council Chambers at 200 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to rezone property from the Agricultural (A-1) District to the High Density Residential (R-3) District, on property described as follows:

THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST, OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE CITY OF BONDURANT AS SHOWN IN THE WARRANTY DEED RECORDED IN BOOK 20013 ON PAGE 877 IN THE POLK COUNTY RECORDER'S OFFICE, SUBJECT TO ANY EASEMENTS OF RECORD.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



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

Item No. 6.p.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution approving pay request no. 8 to Ball Team, LLC for the Bondurant City Park Reconstruction Phase 2 Project in the amount of \$232,322.21

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #8 in the amount of \$232,322.21 related to the Bondurant City Park Reconstruction Phase 2 Project.

This pay application has been reviewed by City Staff and Architects from RDG Planning and Design for accuracy and is for work completed on the Phase 2 project through July 31st, 2025. The Project has met substantial completion. There are a few minor punch list items and some plantings that need to be completed.

FUNDING SOURCE: Parks Capital Improvement budget, supported by grants, Local Option Sales and Services Tax, bonds, underwritten by TIF and the GO Debt Service Levy.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-248
2. Pay Request No. 8

CITY OF BONDURANT
RESOLUTION NO. 250818-248

RESOLUTION APPROVING PAY REQUEST NO. 8 TO BALL TEAM, LLC FOR THE
BONDURANT CITY PARK RECONSTRUCTION PHASE 2 PROJECT IN THE
AMOUNT OF \$232,322.21

WHEREAS the Bondurant City Park Reconstruction Project Pay Request No. 8 was submitted on August 5th, 2025; AND

WHEREAS the pay request no. 8 is for work completed through July 31st, 2025, on the Bondurant City Park Reconstruction Phase 2 Project; AND

WHEREAS City Staff and architects from RDG have reviewed the pay request for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 8 to Ball Team, LLC in the amount of \$232,322.21 is hereby approved.

Passed this 18th 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				

APPLICATION AND CERTIFICATION FOR PAYMENT

PAGE 1 OF 2

PAGES

TO OWNER: **City of Bondurant**
200 2nd Street NE PO Box 37
Bondurant, IA 50035

PROJECT: **Bondurant City Park PH 2**
201 Main SE
Bondurant, IA 50035

APPLICATION NO: **8**

Distribution to:

☐	OWNER
☐	ARCHITECT
☐	CONTRACTOR
☐	
☐	

PERIOD TO: **07/31/25**

FROM CONTRACTOR:
Ball Team, LLC
10550 New York Ave. Suite 200
Urbandale, IA 50322

VIA ARCHITECT: **RDG**
301 Grand Ave
Des Moines, IA 50309

Owner Contract No:
Contract Date: **12/10/24**

CONTRACT FOR: General Construction

PROJECT NOS: **24-098**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,600,000.00
2. Net change by Change Orders	\$	106,153.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	1,706,153.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,682,579.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	84,128.95
b. 5 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	84,128.95
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,598,450.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	1,366,127.84
8. CURRENT PAYMENT DUE	\$	232,322.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	107,702.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$92,779.00	\$0.00
Total approved this Month	\$13,374.00	\$0.00
TOTALS	\$106,153.00	\$0.00
NET CHANGES by Change Order	\$106,153.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: *Matthew Jensen* Date: 8/4/2025
State of: Iowa County of: Polk
Subscribed and sworn to before me this 4th day of August 2025
Notary Public: Karen Hansen
My Commission expires: 12-26-26



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ **232,322.21**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *RDG* **RDG Planning & Design** Date: 8/15/25
By: *Alb Bed*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 8/1/25
PERIOD TO: 07/31/25
PROJECT NO: 24-098

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	\$ 239,339.00	191,471.00	\$ 43,081.00	\$ -	\$ 234,552.00	98%	\$ 4,787.00	\$ 11,727.60
2	Survey & Layout	6,900.00	6,210.00	690.00	0.00	6,900.00	100%	0.00	345.00
3	Temp Fence	10,217.00	9,195.30	1,021.70	0.00	10,217.00	100%	0.00	510.85
4	Site Demo & Grading	56,200.00	50,700.00	5,500.00	0.00	56,200.00	100%	0.00	2,810.00
5	Water Service	9,760.00	9,760.00		0.00	9,760.00	100%	0.00	488.00
6	Sanitary Service	2,225.00	2,225.00		0.00	2,225.00	100%	0.00	111.25
7	Storm Drainage	22,625.00	22,625.00		0.00	22,625.00	100%	0.00	1,131.25
8	Erosion Control	6,000.00	1,800.00	1,800.00	0.00	3,600.00	60%	2,400.00	180.00
9	Landscaping	25,236.00	0.00	16,015.00	0.00	16,015.00	63%	9,221.00	800.75
10	Concrete - Water Building Footing, Wall, & Slab	53,250.00	53,250.00		0.00	53,250.00	100%	0.00	2,662.50
11	Concrete - Spray Ground Footing & Wall	34,000.00	34,000.00		0.00	34,000.00	100%	0.00	1,700.00
12	Concrete - Spray Ground Slab	39,000.00	39,000.00		0.00	39,000.00	100%	0.00	1,950.00
13	Concrete - Sidewalks	22,275.00	22,275.00		0.00	22,275.00	100%	0.00	1,113.75
14	Concrete - Misc.	6,850.00	6,850.00		0.00	6,850.00	100%	0.00	342.50
15	Masonry - CMU	18,775.00	18,775.00		0.00	18,775.00	100%	0.00	938.75
16	Masonry - Stone	14,775.00	14,775.00		0.00	14,775.00	100%	0.00	738.75
17	Rough Carpentry Materials - Glu-lams	22,950.00	22,950.00		0.00	22,950.00	100%	0.00	1,147.50
18	Rough Carpentry Materials	44,148.00	44,148.00		0.00	44,148.00	100%	0.00	2,207.40
19	Carpentry Installation (Div 6 Rough, Div 8, Div 9)	22,340.00	22,340.00		0.00	22,340.00	100%	0.00	1,117.00
20	Finish Carpentry Materials & Installation	7,228.00	0.00	7,228.00	0.00	7,228.00	100%	0.00	361.40
21	Gutter & Downspouts	4,150.00	0.00		0.00	0.00	0%	4,150.00	0.00
22	Sofit & Fascia	8,000.00	8,000.00		0.00	8,000.00	100%	0.00	400.00
23	Exterior Trim	2,280.00	2,280.00		0.00	2,280.00	100%	0.00	114.00
24	Siding	16,000.00	16,000.00		0.00	16,000.00	100%	0.00	800.00
25	Roofing	15,750.00	15,750.00		0.00	15,750.00	100%	0.00	787.50
26	Air Barrier, Weather Barrier, Floor Sealer & Sealant	12,500.00	10,500.00	2,000.00	0.00	12,500.00	100%	0.00	625.00
27	Doors, Frames, Windows, & Louvers Materials	32,049.00	32,049.00		0.00	32,049.00	100%	0.00	1,602.45
28	Glass & Glazing	3,095.00	3,095.00		0.00	3,095.00	100%	0.00	154.75
29	Drywall / Synthetic Plaster Finish System	35,050.00	35,050.00		0.00	35,050.00	100%	0.00	1,752.50
30	Painting	8,565.00	5,995.00	2,570.00	0.00	8,565.00	100%	0.00	428.25
31	Specialties Materials	1,450.00	1,450.00		0.00	1,450.00	100%	0.00	72.50
32	Mechanical - Mobilization	20,000.00	20,000.00		0.00	20,000.00	100%	0.00	1,000.00
33	Mechanical - Underground Process	77,419.00	77,419.00		0.00	77,419.00	100%	0.00	3,870.95
34	Mechanical - Perimeter Drain	20,000.00	20,000.00		0.00	20,000.00	100%	0.00	1,000.00

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G703-1992

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 8/1/25
PERIOD TO: 07/31/25
PROJECT NO: 24-098

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
35	Mechanical - Feature Embeds	30,000.00	30,000.00		0.00	30,000.00	100%	0.00	1,500.00
36	Mechanical - Spray Features	255,000.00	255,000.00		0.00	255,000.00	100%	0.00	12,750.00
37	Mechanical - Interior Plumbing	18,000.00	18,000.00		0.00	18,000.00	100%	0.00	900.00
38	Mechanical - Sprayground Filter Equipment	45,000.00	40,000.00	5,000.00	0.00	45,000.00	100%	0.00	2,250.00
39	Mechanical - HVAC	6,000.00	0.00	4,000.00	0.00	4,000.00	67%	2,000.00	200.00
40	Electrical - Sitework Materials	17,815.00	6,400.00	11,415.00	0.00	17,815.00	100%	0.00	890.75
41	Electrical - Sitework Labor	7,410.00	6,000.00	1,410.00	0.00	7,410.00	100%	0.00	370.50
42	Electrical - Gear	89,796.00	89,796.00		0.00	89,796.00	100%	0.00	4,489.80
43	Electrical - Materials	22,600.00	18,000.00	4,600.00	0.00	22,600.00	100%	0.00	1,130.00
44	Electrical - Labor	32,904.00	17,000.00	15,904.00	0.00	32,904.00	100%	0.00	1,645.20
45	Electrical - Lighting Materials	62,130.00	53,000.00	9,130.00	0.00	62,130.00	100%	0.00	3,106.50
46	Electrical - Lighting Labor	27,775.00	3,000.00	24,775.00	0.00	27,775.00	100%	0.00	1,388.75
47	Electrical - Sitework Materials	3,195.00	3,195.00		0.00	3,195.00	100%	0.00	159.75
48	Bonds	11,174.00	11,174.00		0.00	11,174.00	100%	0.00	558.70
49	General Liability Insurance	4,800.00	3,840.00	864.00	0.00	4,704.00	98%	96.00	235.20
50	Contractor Fee	46,000.00	36,800.00	8,280.00	0.00	45,080.00	98%	920.00	2,254.00
51	CO#1 - COR No. 1: Change Gear Package Enclosure from NEMA 4X to NEMA 3R	(29,568.00)	(29,568.00)			(29,568.00)	100%	0.00	(1,478.40)
52	CO#1 - COR No. 4: Per CMT Inspection - Over Excavate 18" of Poor Soil & Replace with Rock	1,595.00	1,595.00			1,595.00	100%	0.00	79.75
53	CO#1 - COR No. 5: ASI#3 - Civil - Add Precast Concrete Manhole for Biding Drain Tile & Sump Pump	4,570.00	4,570.00			4,570.00	100%	0.00	228.50
	CO#1 - COR No. 6: PR 02 - Add Swing Play Area (Swings, Play Surface & Concrete)	82,329.00	41,137.00	41,192.00		82,329.00	100%	0.00	4,116.45
	CO#1 - COR No. 7: PR 03 - Add Woodford Model 67C HB-1 Hose Bib for Water Building	647.00	0.00	647.00		647.00	100%	0.00	32.35
	CO#1 - COR No. 8: PR 01 - Upgrade Chem Controller	1,657.00	1,657.00			1,657.00	100%	0.00	82.85
	CO#2 - COR No. 9: Electrical work for water building - draing tile sump pump	1,895.00	0.00	1,895.00		1,895.00	100%	0.00	94.75

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 8
APPLICATION DATE: 8/1/25
PERIOD TO: 07/31/25
PROJECT NO: 24-098

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	CO#2 - COR No. 11: Glass Change (clear to satin etched)	1,484.00	1,484.00			1,484.00	100%	0.00	74.20
	CO#2 - COR No. 12: PR 05 - 80 gal water heater, PVC insulation jacket	9,340.00	0.00	9,340.00		9,340.00	100%	0.00	467.00
	CO#2 - COR No. 13: Transformer location change	15,059.00	5,064.00	9,995.00		15,059.00	100%	0.00	752.95
	CO#2 - COR No. 14: PR 07 - Add 1 12/" empty PVC electrical conduit	2,823.00	0.00	2,823.00		2,823.00	100%	0.00	141.15
	CO#2 - COR No. 15: Street patch for water con	948.00	948.00			948.00	100%	0.00	47.40
	CO#3 - COR No. 16: Furnish LV wiring / cabling to Lumiflow LED Lights & Bollard Activator	3,362.00		3,362.00		3,362.00	100%	0.00	168.10
	CO#3 - COR No. 17: Add sidewalk at Water Building & change seed to sod per PR08.	10,012.00		10,012.00		10,012.00	100%	0.00	500.60
	GRAND TOTALS	\$ 1,706,153.00	\$ 1,438,029.30	\$ 244,549.70	\$ -	\$ 1,682,579.00	99%	\$ 23,574.00	\$ 84,128.95

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



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

Item No. 6.q.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution approving an amendment to the Professional Services Agreement with Shive-Hattery, not to exceed \$23,400, for additional due diligence site testing in support of the City's application for site certification through the Iowa Economic Development Authority for property identified as Parcel 7923-01-200-024

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS:

The attached resolution authorizes an amendment to the Professional Services Agreement with Shive-Hattery to provide additional due diligence site testing required as part of the Iowa Economic Development Authority's (IEDA) Certified Site program. This work is associated with the City's ongoing effort to pursue site certification for Parcel 7923-01-200-024.

Since 2022, the City has been in correspondence with the property owner regarding the potential for site certification through IEDA. Following initial discussions, the property owner has opted to proceed, with the City taking the lead on the certification process. The Building Bondurant Comprehensive Plan's Future Land Use Map designates this area for future industrial development, aligning with the City's long-term economic growth strategy. Policy 9D of the Comprehensive Plan states: *"Continue to identify and work with local property owners to market shovel-ready sites as well as Certified sites."*

The site certification process will enhance the marketability of this property for quality industrial development, supporting the expansion of the City's economic base and strengthening the local tax base. Certification will position the property as a competitive, development-ready site, streamlining the due diligence process for potential industrial users.

The original Professional Services Agreement with Shive-Hattery, in the amount of \$66,100, included technical services required by IEDA's certification process. This proposed amendment adds up to \$23,400 for additional site testing that was not part of the original scope. Shive-Hattery will be hiring a sub-consultant to complete this specialized testing and is in the process of obtaining multiple quotes for the work. The

amendment is written as a “not to exceed” amount to account for the final costs once the quotes are received.

FUNDING SOURCE: General Fund Economic Development reimbursed through TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-249

CITY OF BONDURANT
RESOLUTION NO. 250818-249

A RESOLUTION AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL
SERVICES AGREEMENT WITH SHIVE-HATTERY FOR ADDITIONAL DUE
DILIGENCE SITE TESTING IN SUPPORT OF THE IOWA ECONOMIC
DEVELOPMENT AUTHORITY'S CERTIFIED SITE PROGRAM FOR PARCEL 7923-01-
200-024

WHEREAS, since 2022, the City of Bondurant has been engaged in correspondence with the property owner of Parcel 7923-01-200-024 regarding the potential for site certification through the Iowa Economic Development Authority's (IEDA) Certified Site Program; and

WHEREAS, following initial discussions, the property owner has elected to proceed with the certification process, with the City taking the lead in facilitating the necessary steps; and

WHEREAS, the Building Bondurant Comprehensive Plan's Future Land Use Map designates this area for future industrial development, aligning with the City's long-term economic growth strategy; and

WHEREAS, Policy 9D of the Comprehensive Plan states: "Continue to identify and work with local property owners to market shovel-ready sites as well as Certified sites," supporting the City's efforts to pursue IEDA site certification for strategic parcels; and

WHEREAS, certification will enhance the marketability of the property for quality industrial development, supporting the expansion of the City's economic base and strengthening the local tax base by positioning the site as competitive, development-ready, and streamlined for prospective industrial users; and

WHEREAS, the City previously entered into a Professional Services Agreement with Shive-Hattery in the amount of \$66,100 to provide technical services required by IEDA's certification process; and

WHEREAS, additional specialized due diligence site testing is required as part of the IEDA certification process that was not included in the original scope of services; and

WHEREAS, Shive-Hattery will engage a sub-consultant to complete the additional testing, and is in the process of obtaining multiple quotes, with the amendment to the agreement written as a "not to exceed" amount to accommodate final costs; and

WHEREAS, the proposed amendment increases the contract amount by up to \$23,400 for a total not-to-exceed agreement amount of \$89,500;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the City Administrator is hereby authorized to execute the amendment to the Professional Services Agreement with Shive-Hattery for additional due diligence site testing in an amount not to exceed Twenty-Three Thousand Four Hundred Dollars (\$23,400), bringing the total contract amount to a not-to-exceed amount of Eighty-Nine Thousand Five Hundred Dollars (\$89,500).

Passed this 18th day of August 2025,

By: _____
Matt Sillanpaa, Mayor Pro Tem

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.r.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution affixing a date for a public hearing on the proposed public right-of-way vacation request for disposal and the conveyance of the vacated Lincoln Street, NE in the Grain District on September 2, 2025, at 6:00 p.m. in said Council Chambers at City Hall

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The City, at their August 4, 2025 City Council meeting, voted to vacate portions of the Lincoln Street right-of-way located within the Grain District. 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. The 101 LLC owns property on either side of the vacated portion of Lincoln Street NE and be the recipients of the vacated right-of-way. The vacation area is shown below in red.



FUNDING SOURCE: The publication notice will be paid by the Grain District capital project fund, supported by bonds that are underwritten by TIF.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-250

CITY OF BONDURANT
RESOLUTION NO. 250818-250

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED
PUBLIC RIGHT-OF-WAY VACATION REQUEST FOR A DISPOSAL AND THE
CONVEYANCE OF THE VACATED LINCOLN STREET NE IN THE GRAIN DISTRICT

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

That the City Council of the Bondurant, Iowa, hereby proposes to dispose and convey the vacated portion of the Lincoln Street NE public right-of-way on the following property located in Bondurant, Polk County, Iowa, and 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 MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 31.

A public hearing will be held on the 2nd day of September 2025, at 6:00 p.m. in said Council Chambers at City Hall, 200 Second Street NE, Bondurant, Iowa, at which time the Council will hear public comments on the proposed disposal and conveyance of the vacated Lincoln Street NE public right-of-way.

The City Clerk is hereby directed to publish notice of said hearing, as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 18th day of August 2025.

By: _____
Matt Sillanpaa, Mayor Pro Tem

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				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant, Iowa, hereby proposes to dispose and convey the vacated portion of Lincoln Street NE public right-of-way located in Bondurant, Polk County, Iowa and 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 MAIN TRACK CENTER LINE WAS ORIGINALLY LOCATED AND ESTABLISHED ACROSS SAID SECTION 31.

A public hearing will be held on the 2nd day of September, 2025 at 6:00 p.m. in said Council Chambers at City Hall, 200 Second Street NE, Bondurant, Iowa, at which time the Council will hear public comments on the proposed Lincoln Street NE public right-of-way vacation request.

SHELBY HAGAN,
CITY CLERK



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

Item No. 7.a.
For Meeting of 8/18/2025
Resolution

TITLE: - Discussion and consideration of Request for Qualifications for CMAr for the Bondurant Municipal Water Treatment Facility

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: As the council might recall, we had previously discussed the possibility of using the CMAr model for the construction of the new Bondurant Municipal Water Treatment Facility. Staff have done some investigation into whether this method would be feasible, and it is the recommendation that the city move forward with the Request For Qualification process.

With the tight timeline on schedule, staff believe that having a construction manager to drive the building process will allow the project to finish on schedule to be operational with the goals we have set for. The design process is just about completed as we have finished the 90-day RO pilot required by the Iowa DNR and the manufacturer is expediting the engineering report as well as the design package for the permanent equipment to include in the design. City staff and engineers from Veenstra & Kim met with the Polk County planning department to go over the preliminary site plan to get feedback from their staff, and we plan to have a formal submittal turned in to them for their October BOA meeting. The City of Bondurant needs to request a variance on the County's open space requirements as we will be just below their threshold of 90%. The site plan and building construction plans will be reviewed by their staff and the plan will be to have reviews done concurrently to expedite that process as well.

FUNDING SOURCE: SRF Funding

STAFF RECOMMENDATION: Staff would recommend approval of the resolution attached.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-251

CITY OF BONDURANT
RESOLUTION NO. 250818-251

RESOLUTION ADOPTING CONSTRUCTION MANAGER AT RISK MODEL AND
APPROVING REQUEST FOR QUALIFICATIONS and SUBSEQUENT REQUEST FOR
PROPOSALS FOR THE BONDURANT MUNICIPAL WATER TREATMENT FACILITY

WHEREAS, since April 2022, the City of Bondurant has been collaborating with Des Moines Water Works to explore establishing, with other water utilities and governmental entities, a shared regional system of drinking water supply production facilities under regional governance to meet existing and future needs for safe, reliable, abundant, and reasonably priced drinking water to be distributed to its customers; and

WHEREAS, the City of Bondurant has contracted with Des Moines Water Works for nearly two decades for wholesale water production; AND

WHEREAS, parallel to the regional water governance discussions, the City has been exploring the possibility of producing and treating water independently again; AND

WHEREAS, the City has conducted wellfield exploration and created financial models evaluating both the regional governance model and reestablishing municipal water operations; AND

WHEREAS wellfield exploration indicated the quantity and quality of water appropriate to serve the needs of the growing community; AND

WHEREAS on September 18, 2023, the City Council adopted resolution 230918-192, Expressing Intent to move forward with independent water production and treatment; AND

WHEREAS the City has been working towards independent water production and is on the verge of construction a water treatment plan; AND

WHEREAS the City deems it beneficial to pursue the Construction Manager at Risk (CMaR) model for design and construction; AND

WHEREAS to use the CMAR model it is necessary to publish a notice of intent to enter a guaranteed maximum price contract at least 14 days prior to publishing a request for qualifications (RFQ); request a statement of qualifications from construction management firms; and thereafter request fee proposals from firms that meet the qualification criteria; AND

WHEREAS it is the City's intent to solicit CmaR proposals to determine if the model would be beneficial for this project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that staff is hereby authorized to:

1. Publish a notice of intent to enter a guaranteed maximum price contract; AND
2. Issue a Request for Statement of Qualifications at the appropriate time; AND
3. Issue a request for fee proposals from firms that meet the qualification criteria from the RFQ phase at the appropriate time.

Passed this 18th day of August 2025,

By: _____
Matt Sillanpaa, Mayor Pro Tem

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. 7.b.
For Meeting of 8/18/2025
Ordinance

TITLE: - Discussion and possible consideration of an Ordinance adjusting Curfew Hours during Homecoming Week

CONTACT PERSON:

Marketa Oliver, ICMA-CM, SPHR, City Administrator

BRIEF HISTORY & ANALYSIS: In recent years, nuisance and vandalism issues related to homecoming week have continually increased. City officials have been collaborating with representatives from the Bondurant-Farrar Community School District to develop strategies to address those issues. The school district has made several changes in how they are handling homecoming activities during the week leading up to the annual homecoming football game.

The attached ordinance adjusts the city's curfew during homecoming week, requiring a curfew that is one hour earlier than usual. Therefore, curfew during homecoming week would be 10:00 Sunday through Thursday and 11:00 on Friday and Saturday. The curfew would begin this Saturday prior to the homecoming game, and end on Sunday after the homecoming game. Students who are directly coming home from a school-sponsored event are not subject to the curfew. That means if an event, such as a game, ends after 10:00 p.m. and a student is driving home, they would not be subject to penalties under the curfew.

FUNDING SOURCE: Funding to publish the ordinance is paid from the General Fund

STAFF RECOMMENDATION: Given the time sensitive nature of this ordinance staff request Council consider waiving the first and second and approving the final reading of this ordinance at this meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 250818-224

CITY OF BONDURANT
ORDINANCE NO. 250818-224

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

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

Section 1. **SECTIONS AMENDED.** Subsection 2 of Chapter 46.03 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

46.03 CURFEW. A curfew applicable to certain minors is established and shall be enforced as follows:

1. Definition. The term “minor” shall mean, in this section, any person below the age of sixteen (16) years.
2. Time limits. It is unlawful for any minor to be or remain upon any of the alleys, streets or public places or to be in places of business and amusement in the City between the hours of eleven (11) o'clock p.m. and five (5) o'clock a.m. of the following day on Sunday through Thursday and between the hours of twelve (12) o'clock a.m. (i.e., midnight and five (5) o'clock a.m. on Saturday and Sunday, except during the week prior to the Bondurant-Farrar Community School District's scheduled homecoming football game. Beginning the Saturday prior to the scheduled football game and lasting until the Sunday following the homecoming football game, it is unlawful for any minor to be or remain upon any of the alleys, streets or public places or to be in places of business and amusement in the City between the hours of ten (10) o'clock p.m. and five (5) o'clock a.m. of the following day on Sunday through Thursday and between the hours of eleven (11) o'clock p.m. and five (5) o'clock a.m. on Friday and Saturday.

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

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

Section 4. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

PASSED AND APPROVED by the City Council this 18th day of August 2025.

CITY OF BONDURANT, POLK COUNTY, IOWA

MATT SILLANPAA, MAYOR PRO TEM

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. 250818-224, was published as required by law on the XXth day of XX 2025.

Shelby Hagan
City Clerk



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

Item No. 7.c.
For Meeting of 8/18/2025
Resolution

TITLE: - Resolution considering Site Plan for 1920 2nd Street, NE

CONTACT PERSON:

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

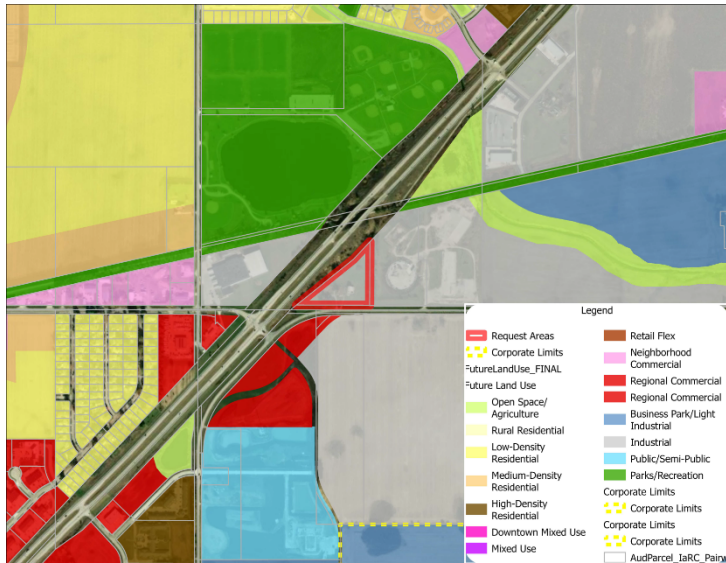
BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review by the Planning & Zoning Commission and City Council for 1920 2nd Street NE. The site plan applicant is SM Hentges. The owner of the property is Sheryl J Weston Revocable Trust. The site plan was prepared by Snyder & Associates, Inc. The applicant is proposing screened outdoor storage and reutilizing some of the existing structures for equipment storage. This property is zoned as being within the City's Medium Industrial (M-2) District. The property in question is outlined below in red.



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

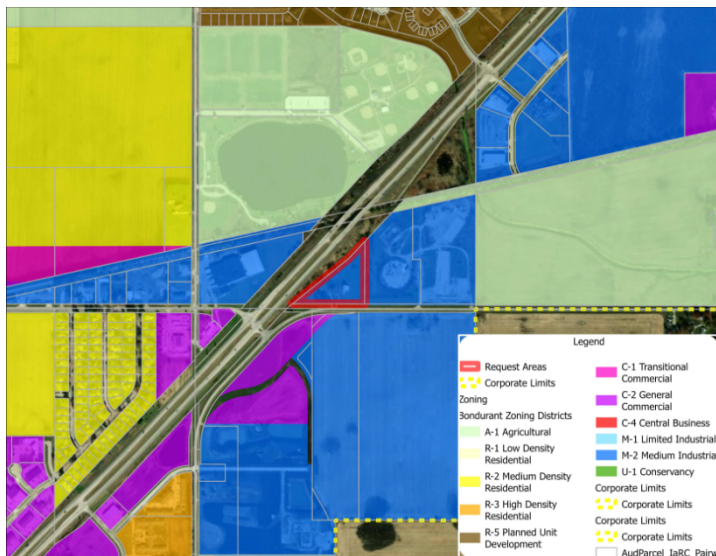
Consistency with the City's Comprehensive Plan:

A M-2 development at this location is consistent with the 2022 Comprehensive Plan which guides for Industrial at this location.



Consistency with the City's Zoning Code:

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



General Use & Bulk Standards

- The site plan labels the required setbacks at this location - a 50' front yard setback, a 50' rear yard setback along the rear property line and 20' side yard setbacks.
- These setbacks are labeled for Light Industrial (M-1) Districts. This property was recently rezoned to Medium Industrial (M-2) District which has the following setback requirements: 30' front yard setback, 40' rear yard setback, 20' side yard setback unless adjacent to R or C District then 25' side yard setback.
- The Site Plan should be updated to reflect the correct Zoning District setback requirements.
- The site plan currently shows outdoor storage areas located behind the existing structures. These outdoor storage areas are labeled at least 35' from all property lines.

Parking/Drive Areas

- Access to the site is proposed from 2nd Street NE.
- The site plan shows no new buildings. The only proposed development for this property is the proposed outdoor storage area.
- The site plan shows existing parking/drive/loading areas.
- The site plan shows does not note if the parking/drive/loading areas are 6" P.C.C..
- Staff has sent feedback to the applicant that all drive areas to the proposed outdoor storage area will need to be upgraded to meet the 6" P.C.C code requirement.

Stormwater, Utilities & Natural Features

- A stormwater management report has been submitted for review by the City Engineer. The City Engineer is currently reviewing the report and any comments submitted will need to be addressed.
- This property is located within the Urban Service Sanitary Sewer Connection Fee District Zone A. An invoice will be sent to the applicant
- This property is located within the 2nd Street NE, Highway 65 to Eisenhower Drive NE/NE 88th Street Water Connection Fee District. An invoice will be sent to the applicant.
- The site is not situated within FEMA's 100-year floodplain.
- This site is not situated within the City's Stream Buffer Ordinance area.

ARCHITECTURAL STANDARDS

- Architectural elevations have not been submitted to staff as no vertical structures are being proposed with this site plan submittal.

Other Site Plan Features

- A landscaping plan has been submitted to staff. The landscaping plan focuses on primarily on landscaping requirements along the Hubbell Avenue NE/Highway 65 right-of-way. Additional landscaping may also be required along 2nd Street NE. Staff has requested the site plan be reflected to show this area of the property in the landscaping plan.
- Provided landscaping plan along Hubbell Avenue NE/Highway 65 provides sufficient tree requirements.
- A Plat of Survey was recently completed and recorded splitting property along the eastern property line for a future north/south pedestrian trail. The site plan does not show this Plat of Survey area and needs to be updated.

Comments from City Officials:

The following City departments were notified of the submitted site plan:

1. Public Works - reviewed and no comments have been received at this time.
2. Engineering – reviewed and no comments have been received at this time.
3. Fire Department - reviewed and no comments have been received at this time.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 6-0 to recommend approval of the site plan at their August 14, 2025 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 250818-252
2. Site Plan

CITY OF BONDURANT
RESOLUTION NO. 250818-252

RESOLUTION REGARDING APPROVAL OF THE SITE PLAN FOR 1920 2ND
STREET, NE

WHEREAS, Snyder & Associates, Inc., on behalf of the applicant S.M. Hentges & Sons, Inc., has submitted the site plan for 1920 2nd Street NE described as follows;

THAT PART OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 80 NORT, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SW $\frac{1}{4}$ THAT IS 866.3 FEET EAST OF THE SOUTHWEST CORNER OF SAID SW $\frac{1}{4}$; THENCE EAST, ALONG THE SOUTH LINE OF SAID SW $\frac{1}{4}$, 729.55 FEET; THENCE NORTH, NORMAL TO THE SOUTH LINE OF SAID SW $\frac{1}{4}$, 633.95 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 65, SAID RIGHT-OF-WAY LINE BEING 345 FEET DISTANT FROM AND PARALLEL TO THE CENTERLINE OF SAID U.S. HIGHWAY NO. 65; THENCE SOUTHWESTERLY, ALONG SAID RIGHT-OF-WAY LINE, 219.63 FEET TO AN ANGLE IN SAID RIGHT-OF-WAY LINE; THENCE TURNING ANGLE TO THE RIGHT OF 7°40'30" AND CONTINUING ALONG SAID RIGHT-OF-WAY, 748.4 FEET TO THE POINT OF BEGINNING, SUBJECT TO A ROAD ALONG THE SOUTH SIDE OF THE TRACT HEREIN DESCRIBED.

WHEREAS the zoning for the property is Medium Industrial (M-2) and contractor's storage yard use is a permitted use per Sections 178.14.1. of the Zoning Code;

WHEREAS the Planning and Zoning Commission reviewed and voted 6-0 to recommend approval of the submitted site plan at their August 14, 2025, meeting;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, the submitted site plan is hereby approved subject to the following City Code/Policy clarification recommendation items;

1. Site Plan shall be updated to reflect any comments received from Engineering or Emergency Services.

Passed this 18th day of August 2025,

By: _____
Matt Sillanpaa, Mayor Pro Tem

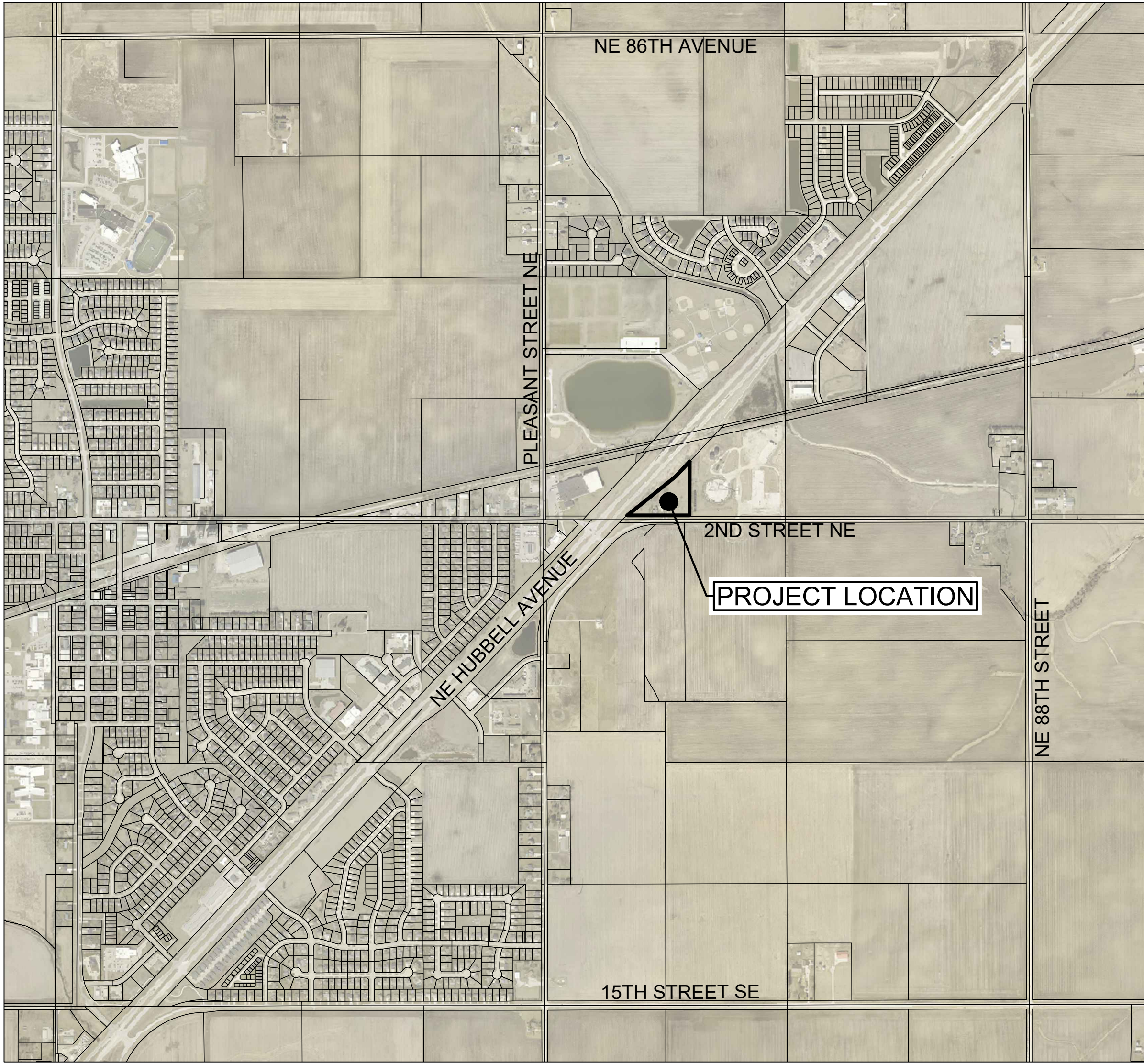
ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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

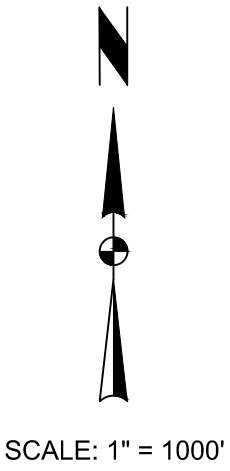
Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

SITE PLAN
FOR
SM HENTGES
1920 2ND STREET NE
CITY OF BONDURANT, POLK COUNTY, IOWA



VICINITY MAP

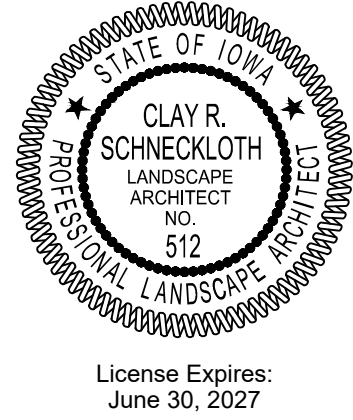


DEVELOPER
S.M. HENTGES & SONS, INC.
650 QUAKER AVENUE
JORDAN, MN 55352
CONTACT: MARK SONSTEGARD
PHONE: (952) 492-5700

ENGINEER
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IA 50023
CONTACT: KOREY MARSH
PHONE: (515) 964-2020

INDEX OF SHEETS

C100	TITLE SHEET
C101	PROJECT INFORMATION
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C200	DIMENSION PLAN
C300	GRADE & UTILITY PLAN
C400	PLANTING PLAN



I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Clay R. Schneckloth, PLA
License Number 512
Pages or sheets covered by this seal:
C400



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

Korey M. Marsh, P.E.
License Number P25347
My License Renewal Date is December 31, 2026
Pages or sheets covered by this seal:
C100 - C300

SM HENTGES

TITLE SHEET

BONDURANT, IOWA

SNYDER & ASSOCIATES, INC. I



Project No: 125.0909.01

Sheet C100

MARK	REVISION	DATE	BY
Engineer: CDR	Checked By: KMM	Scale: 1" = 1000'	
Technician: AWS	Date: 8-04-2025	T-R-S: 80N-22W-29	
Project No: 125.0909.01			Sheet C100

FEATURES

FEATURES

Deciduous Tree \ Shrub

Coniferous Tree \ Shrub

(*) Denotes the survey quality service level for utilities

[illegible]

USD
 AST
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QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

1. NOTIEN

1. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
2. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2025 SUDAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE SOILS REPORTS PREPARED BY OTHERS.
3. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
4. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICE (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
5. NOTIFY OWNER, ENGINEER AND CITY OF BONDRANT AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
6. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
7. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
8. ALL FIELD NOTES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECEIVED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.
9. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
10. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE.
11. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
12. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
13. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
14. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
16. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, CITY OF BONDRANT, AND THE OWNER PRIOR TO CONSTRUCTION.
17. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.

G1-GAS MAIN	MIDAMER-GAS Jaime Neer (515)-252-6972 MECDMSDESIGNLOCATES@MIDAMERICAN.COM
FO1-FIBER OPTIC	CENTURYLINK SADIE HULL (918)-547-0147 SADIE.HULL@LUMEN.COM
MIDAMER-ELEC	Jaime Neer (515)-252-6972 MECDMSDESIGNLOCATES@MIDAMERICAN.COM
W1- WATER MAIN	SOUTHEAST POLK RURAL WATER DIS Ed Clark (515)-323-6244 ONECALLMAPS@DMWWW.COM
FO8-FIBER OPTIC	UNITE PRIVATE NETWORKS, LLC MICHAEL STEINKAMP (816)-490-0894 FIBERMANAGEMENT@SEGRAFIBER.COM

M-1 LIMITED INDUSTRIAL DISTRICT

FRONT YARD SETBACK = 50'
SIDE YARD SETBACK = 20' OR 25' IF ADJACENT TO STREET, "R", OR "C" DISTRICT
REAR YARD SETBACK = 50'
MAXIMUM BUILDING HEIGHT = 80'
MINIMUM LOT AREA = 10,000 SF

BEG 866.3F E SW COR THN NELY 968.03F S 633.95F W 729.55F TO BEG SW 1/4 LESS RD
SEC 29-80-22

1920 2ND STREET NE
BONDURANT, IOWA 50035

NO PROPOSED BUILDINGS AT THIS TIME

TOTAL AREA OF ALL EXISTING BUILDINGS < 10,000 SF (NO LOADING SPACE REQUIRED)

15% MINIMUM OPEN SPACE REQUIRED
188,614 SF x 0.15 = 28,292 SF REQUIRED
OPEN SPACE PROVIDED = 133,309 SF (70.7%)

55,305 SF

IOWA SOUTH STATE PLANE COORDINATE SYSTEM
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID18)
IARTN DERIVED - US SURVEY FEET

CP1 N=620568.00 E=1656881.49 Z=970.05
1/2" REBAR WITH RED PLASTIC CAP, +/-100' NORTH OF NE 78TH AVE,
+/-50' SOUTH OF BARN, +/-550' EAST OF HWY 330

CP2 N=621044.11 E=1656944.22 Z=967.54
1/2" REBAR WITH RED PLASTIC CAP, +/-5' SOUTH OF FENCE LINE, +/-600'
NORTH OF NE 78TH AVE, +/-250' EAST OF HWY330, NE CORNER OF SITE

CP3 N=620787.10 E=1656654.88 Z=969.07
1/2" REBAR WITH RED PLASTIC CAP, +/-5' SOUTH OF FENCE LINE, +/-250'
NORTH OF NE 78TH AVE, +/-175' EAST OF HYW 330

JULY 29, 2025



A. POLLUTION PREVENTION AND EROSION PROTECTION

1. CODE COMPLIANCE; THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
 2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES OUT TO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.
- B. STORM WATER DISCHARGE PERMIT**
1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
 2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
 3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:
 - a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
 - b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
 - c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME
 - d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
 - e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
 - f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
 - g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
 - h. RESPADE A MINIMUM OF 6 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
 - i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
 - j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
 - k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

MARK	REVISION	DATE	BY
Engineer: CDR	Checked By: KMM	Scale: 1" = NONE	
Technician: AWS	Date: 8-04-2025	T-R-S: 80N-22W-29	

Sheet C101

Project No: 125.0909.01

BONDURANT, IOWA

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

SNYDER & ASSOCIATES, INC.

SM HENTGES

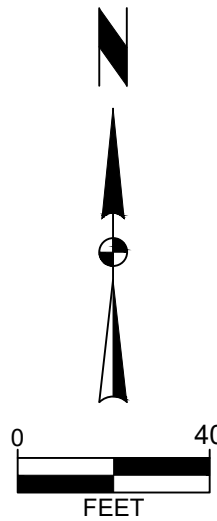
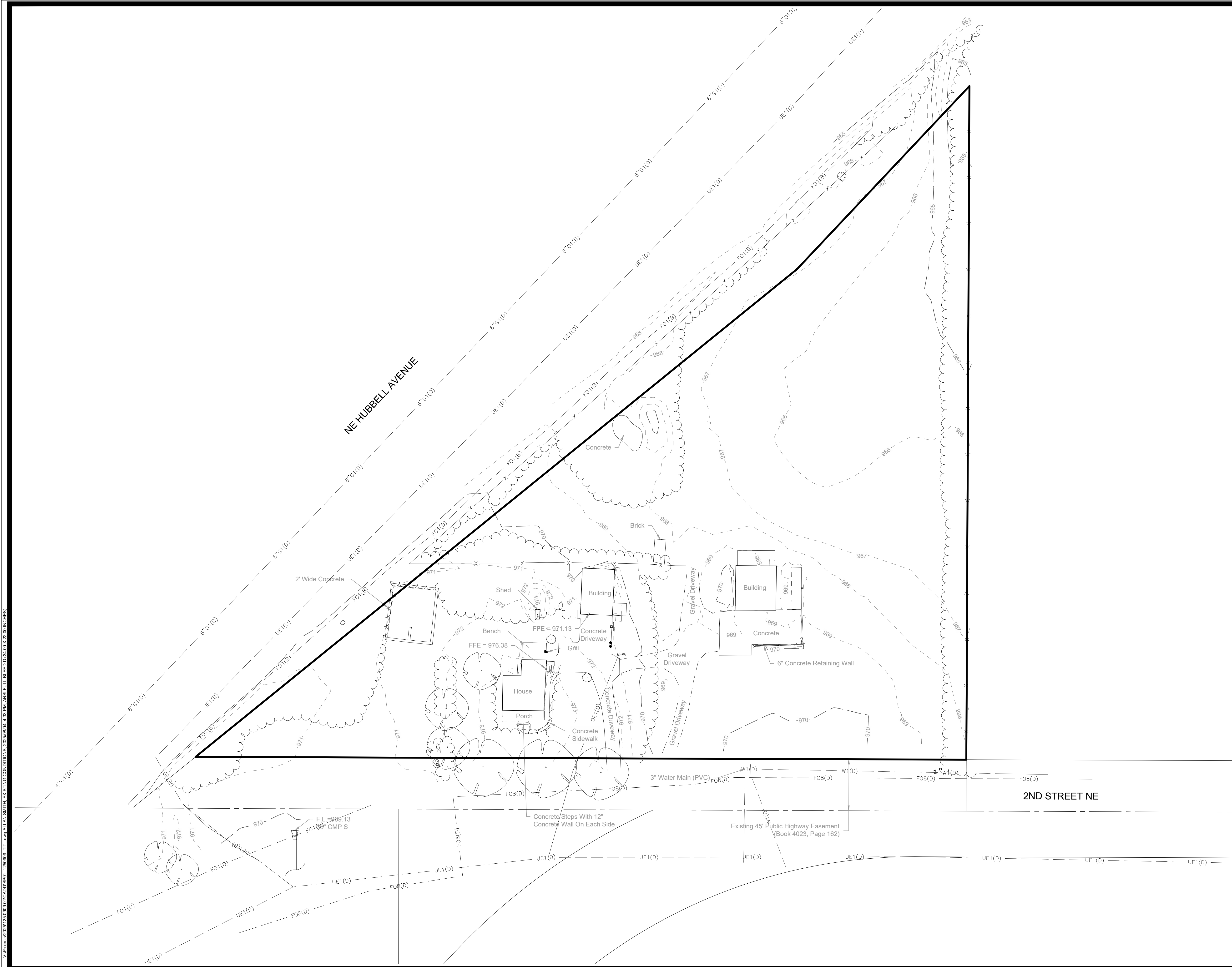
PROJECT INFORMATION



Project No: 125.0909.01

Sheet C101

V:\Projects\2025\125.0909.01\CD\SP01_1250909.TIF.dwg ALAN SMITH, EXISTING CONDITIONS, 2/25/2024, 4:33 PM, ANSI FULL BLEED, 0.44, 0.4 X 2.00 INCHES



Project No: 125.0909.01

Sheet C102

SM HENTGES

EXISTING CONDITIONS

BONDURANT, IOWA

SNYDER & ASSOCIATES, INC. I

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

Project No: 125.0909.01

Sheet C102

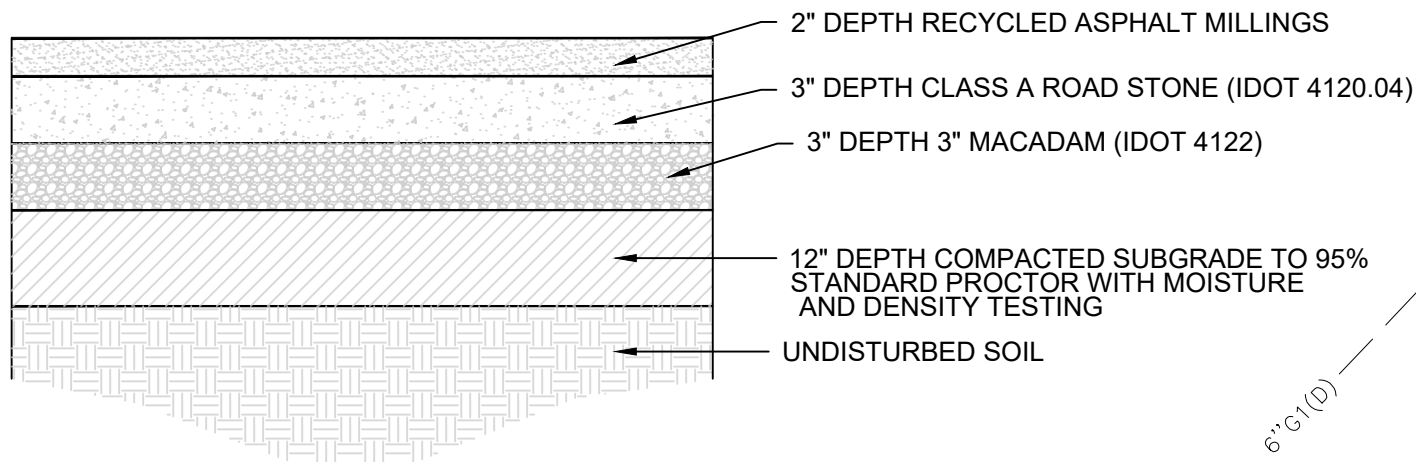
MARK	REVISION	DATE	BY
Engineer: CDR	Checked By: KMM	Scale: 1" = 40'	
Technician: AWS	Date: 8-04-2025	T-R-S: 80N-22W-29	

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1
C200

STORAGE AREA CROSS SECTION

NO SCALE



DIMENSION PLAN CONSTRUCTION NOTES

- EXISTING FEATURES, PROTECT THE FOLLOWING:
 - PROTECT EXISTING BUILDING.
 - PROTECT EXISTING PAVEMENT.
 - PROTECT EXISTING FENCE.
 - PROTECT EXISTING TREES.
- DEMOLITION, REMOVE THE FOLLOWING:
 - REMOVE EXISTING TREES AS NECESSARY FOR CONSTRUCTION.
 - REMOVE DEBRIS.
- PROVIDE THE FOLLOWING IMPROVEMENTS WHERE SHOWN ON PLAN:
 - ASPHALT MILLINGS. SEE STORAGE AREA CROSS SECTION DETAIL ON THIS SHEET.
 - 6' HEIGHT OPAQUE FENCE. COORDINATE WITH OWNER AND FENCE MANUFACTURER SPECIFICATIONS.

SM HENTGES

DIMENSION PLAN

BONDURANT, IOWA



Project No: 125.0909.01

Sheet C200

SNYDER & ASSOCIATES, INC. I

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

Project No: 125.0909.01

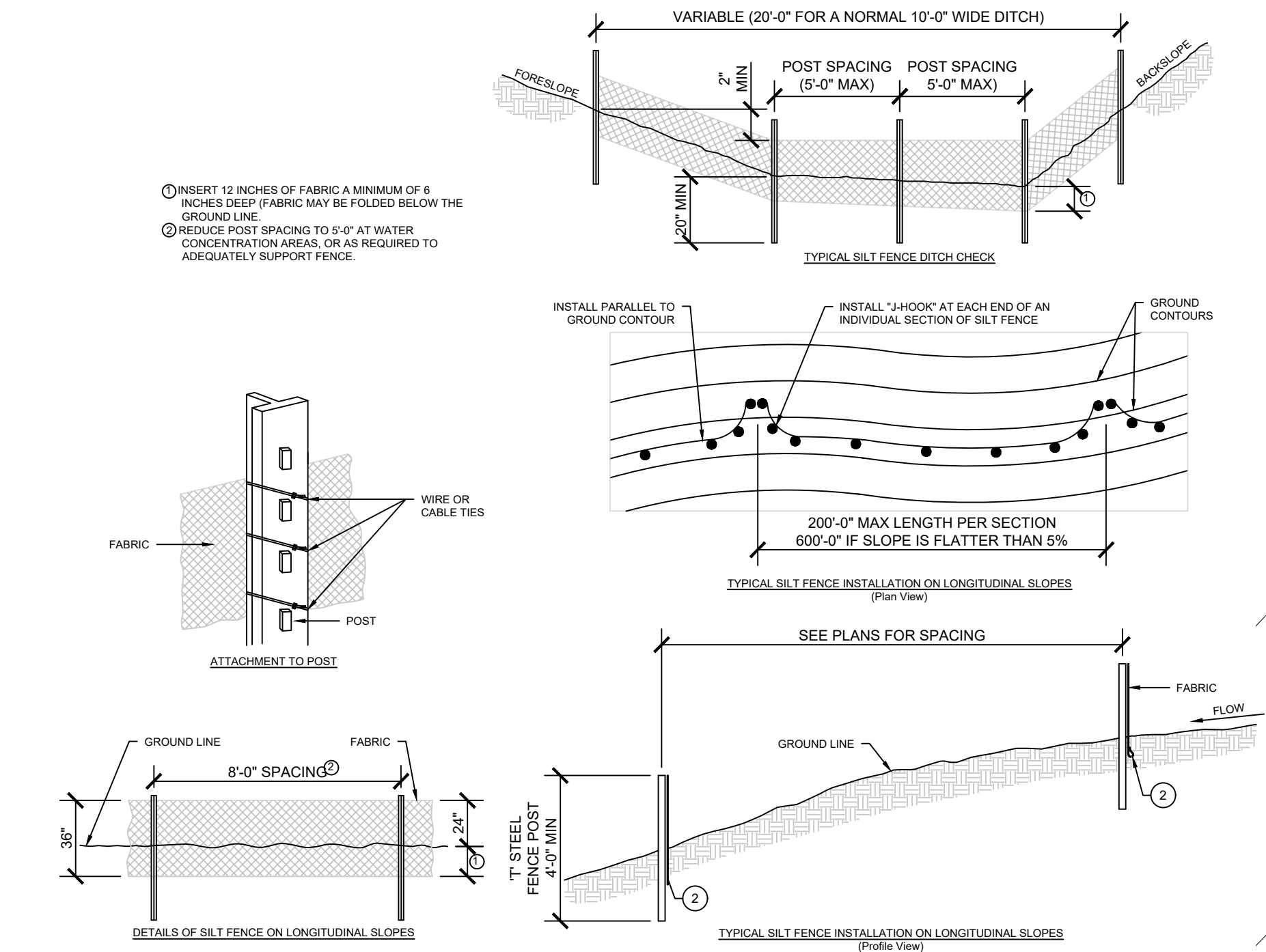
Sheet C200

MARK	REVISION	DATE	BY
Engineer: CDR	Checked By: KMM	Scale: 1" = 30'	
Technician: AWS	Date: 8-04-2025	T-R-S: 80N-22W-29	

GRADING PLAN GENERAL NOTES

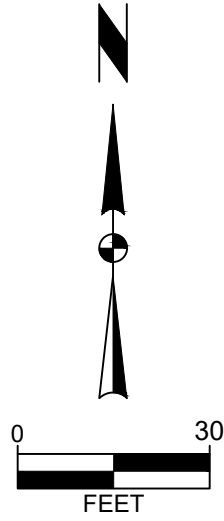
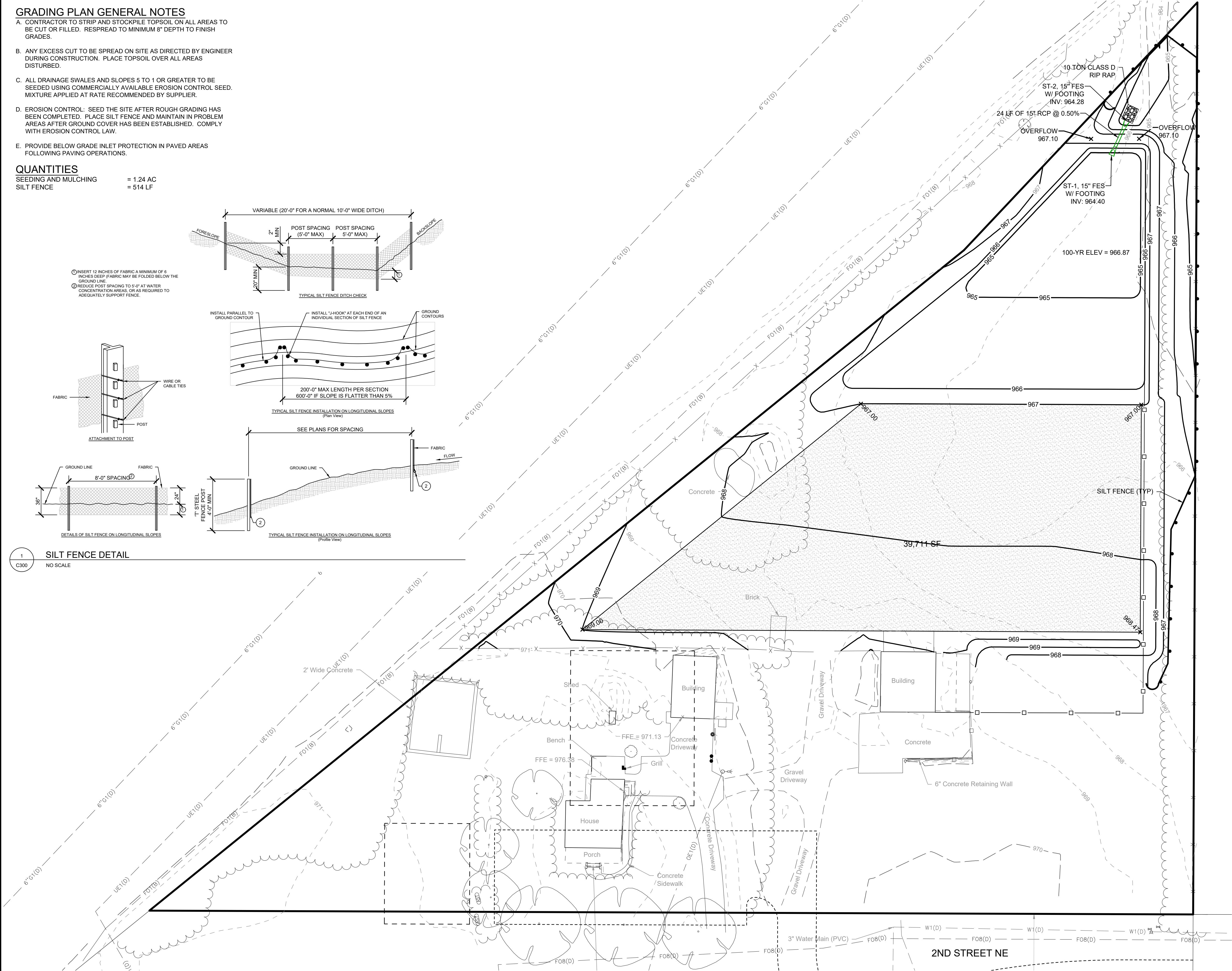
- A. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
- B. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
- C. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
- D. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
- E. PROVIDE BELOW GRADE INLET PROTECTION IN PAVED AREAS FOLLOWING PAVING OPERATIONS.

QUANTITIES
SEEDING AND MULCHING = 1.24 AC
SILT FENCE = 514 LF



1 SILT FENCE DETAIL
C300 NO SCALE

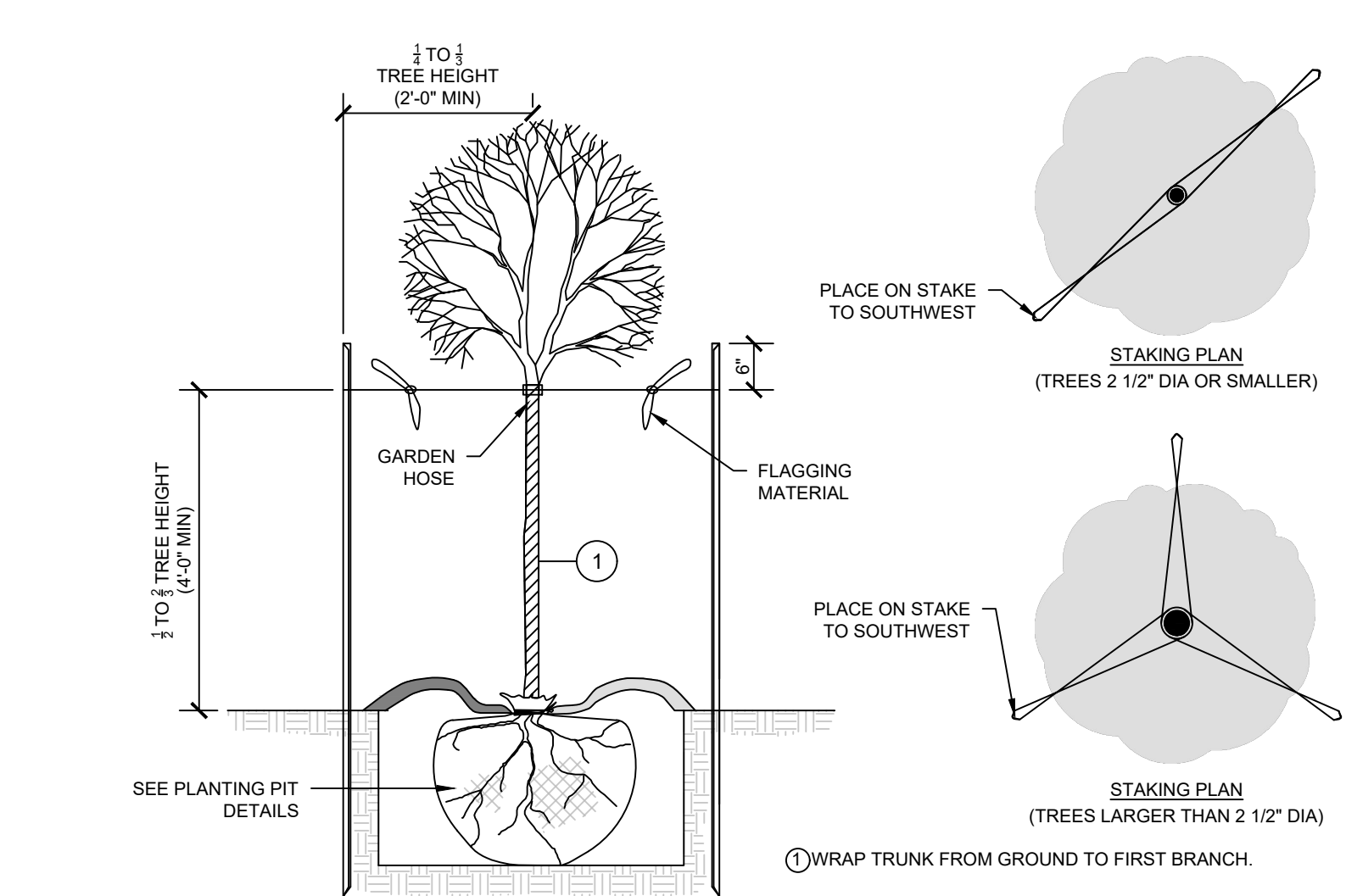
L:\Projects\2025\125 0909.01\CADD\SP03_1250909.GRDC.dwg, ALLAN SMITH, GRADE & UTILITY PLAN, 2025/09/04, 4:33 PM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)



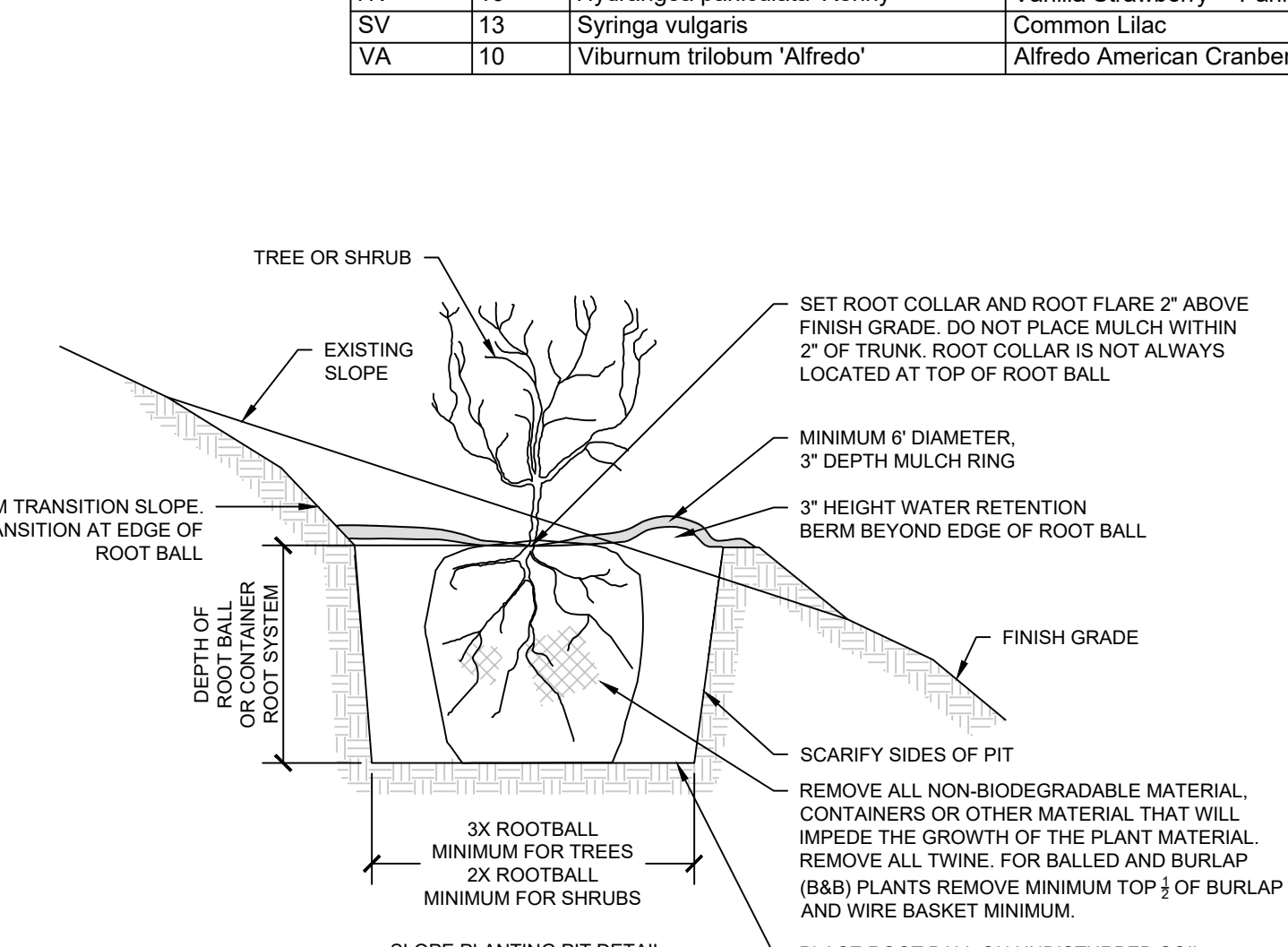
SM HENTGES		BONDURANT, IOWA		Sheet C300	
GRADE & UTILITY PLAN		REVISION		BY	
SNYDER & ASSOCIATES, INC. I		Checked By: KMM		Date: 1" = 30'	
Project No: 125.0909.01		Engineer: CDR		T-R-S: 80N+22W-29	
Sheet C300		Date: 8-04-2025		Technician: AWS	
Project No: 125.0909.01		Project No: 125.0909.01		Project No: 125.0909.01	
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Project No: 125.0909.01
Sheet C300



2 PLANTING PIT DETAILS
C400 NO SCALE



CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	TYPE
TREES					
AF	4	Acer x freemanii	Freeman Maple	1.5" Cal.	B&B
BN	3	Betula nigra	River Birch Multi-Trunk	1.5" Cal.	B&B
CO	3	Celtis occidentalis	Common Hackberry	1.5" Cal.	B&B
TC	3	Tilia cordata	Littleleaf Linden	1.5" Cal.	B&B
CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
SHRUBS					
AR	10	Amelanchier alnifolia 'Regent'	Regent Serviceberry	3 GAL	
CR	10	Cornus sericea	Red Twig Dogwood	3 GAL	
FL	10	Forsythia x intermedia 'Lynwood Gold'	Lynwood Gold Forsythia	3 GAL	
HV	10	Hydrangea paniculata 'Renhy'	Vanilla Strawberry™ Panicle Hydrangea	3 GAL	
SV	13	Syringa vulgaris	Common Lilac	3 GAL	
VA	10	Viburnum trilobum 'Alfredo'	Alfredo American Cranberrybush	3 GAL	