Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: https://us02web.zoom.us/j/89769362259

NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
SEPTEMBER 20, 2021

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on September 20, 2021, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. Perfecting and Approval of the Agenda
5. Consent Agenda:

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

   a. Approval of the City Council Meeting Minutes of September 7, 2021
   b. Claims List
   c. Applications for Council Approval
   d. Proclamation
   e. -Resolution approving Story Construction Pay Request No.12 in the amount of $32,868.63
   f. -Resolution ratifying the Bid submitted to the City of Lake Mills for an 2013 F-150 XL 4x4 Pickup
   g. -Resolution approving Pay Request No. 5 to Concrete Technologies Inc. for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project in the amount of $65,453.57
   h. -Resolution approving David Ross Plat of Survey (Parcel 2021-117)
   i. -Resolution approving Harvest Meadows Final Plat 1
   j. -Resolution approving Pay Request No. 7 to Shive-Hattery for the Construction Services Agreement for Shiloh Rose Parkway & 23rd St. SW Public Improvements Project in the amount of $15,120.00
   k. -Resolution approving Change Order No. 2 for Adjustment of Contract Quantities for Shiloh Rose Parkway & 23rd St. SW Public Infrastructure Improvement Project (Project Omega) resulting in a contract reduction of

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

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

$15,565.06

l. -Resolution approving Pay Request No. 11 for the 23rd St. SW & Shiloh Rose Parkway SW Public Infrastructure Improvement Project in the amount of $87,511.51

m. -Resolution approving Acceptance of 23rd Street, SW and Shiloh Rose Parkway, SW Public Improvements Project Phase 2 and Phase 3 (Project Omega)

n. -Resolution authorizing the Execution of a Proposal from Vision Electric in the amount of $47,409.00 for an Emergency Generator at the Bondurant Emergency Services Building

o. -Resolution directing staff to take actions necessary to fulfill the goals of the DNR Community Forestry Grant Project

6. Guests requesting to address the City Council

7. **Public Hearing**

   a. -Public Hearing on the Paine Heights Sewer Lining Project

8. Action Items

   a. -Resolution approving contract with Municipal Pipe Tool Co. LLC in the amount of $109,261.00 for the Paine Heights Sewer Lining Project

   b. -(First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant Iowa by amending Chapter 103, Stormwater Utility by adding an Agricultural Rate category

   c. O-210907-210 -(Second Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the Zoning Classification of Certain Real Estate from Agricultural (A-1) to Planned Unit Development (R-5) and amending the Future Land Use Map from Single-Family Residential to Multi-Family and Commercial in areas shown on the Conceptual Plan

9. Discussion Items -

   a. -Collaboration with the School District (Sports Courts)

10. Reports / Comments and appropriate action thereon:

   a. Mayor

   b. Council Members

   c. Administrator

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d. Directors

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

12. Adjournment

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

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BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.a.
For Meeting of 9/20/2021
Motion

TITLE: Approval of the City Council Meeting Minutes of September 7, 2021

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. September 7, 2021 City Council Meeting Minutes

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting was offered.*

BONDURANT CITY COUNCIL
Minutes
September 7, 2021
Bondurant City Council

1. Roll Call

Present:	Council Member Wes Enos, Council Member Tara Cox, Council Member Doug Elrod, Council Member Bob Peffer (Virtually), Council Member Angela McKenzie
Absent:	Mayor Curt Sullivan
City Officials Present:	City Administrator Marketa Oliver, City Clerk Shelby Hagan, Public Works Director John Horton, Fire Chief Aaron Kreuder, Planning & Community Development Director Maggie Murray

2. Call to Order and Declaring a Quorum

   Mayor Pro Tem Enos called the meeting to order at 06:00 PM and declared a quorum.

3. Abstentions declared

   None.

4. Perfecting and Approval of the Agenda

   Motion by Enos, seconded by Elrod, to amend the agenda by removing item #9b. Vote on Motion 5-0. Motion carried. Motion by Elrod, seconded by Cox, to approve the agenda as amended. Vote on Motion 5-0. Motion carried.

5. Consent Agenda:

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

   a. Approval of the City Council Meeting Minutes of August 16, 2021 & August 30, 2021

   b. Receive and File - Library Board Meeting Minutes of August 4, 2021 & Librarian Report

   c. Applications for Council Approval

   d. Claims List

e. R-210907-235-Consideration of Resolution approving Pay Request No. 9 to Ryan Companies for the Project Omega Phases 2 & 3 Offsite Improvements Construction Management Fee in the amount of $11,661.79

f. R-210907-236-Consideration of Resolution approving Pay Request No. 10 to Ryan Companies for the Project Omega Phases 2 & 3 Offsite Improvements Construction Management Fee in the amount of $3,905.77

g. R-210907-237-Resolution approving Pay Request No. 10 for McAninch for the 23rd Street, SW & Shiloh Rose Parkway, SW Public Infrastructure Improvement Project (Project Omega)

h. R-210907-238-Resolution approving Pay Request No. 1 for the 2021 City Wide Roadway Restriping Project to Quality Striping Inc. in the amount of $18,500.00

i. R-210907-239-Consideration of Resolution approving a Mobile Phone Stipend for the Operations Specialist/Code Enforcement Official

j. R-210907-240-Resolution approving Pay Request No. 6 to Shive-Hattery for the Professional Services Agreement for Commerce Crossings Development Public Improvements Project

k. R-210907-241-Resolution approving Change Order No. 2 to Concrete Technologies Inc. in the amount of $12,138.00 for Commerce Crossings Phase 2 Public Improvements Project

l. R-210907-242-Resolution approving Pay Request No. 4 for Concrete Technologies Inc. for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project

m. R-210907-243-Resolution considering approval of the Commerce Crossings Plat 1 Final Plat

n. R-210907-244-Resolution authorizing signature of the Grant Cooperative Agreement to allow the City of Bondurant to receive funds under the Iowa DNR's Community Forestry Grant Funds totaling $13,875 to plant trees along Lincoln Street, SE, Deer Ridge Drive, NW, and in the Cemetery

o. R-210907-245-Resolution approving Bondurant Cemetery's involvement in Wreaths Across America

p. R-210907-246-Resolution approving Pay Request No. 8 for the Northeast Storm Sewer Public Infrastructure Project to Absolute Infrastructure for $76,699.89

q. R-210907-247-Resolution approving Pay Request No. 11 to Multiple Vendors for the Bondurant Library Expansion Project in the amount of $62,324.80

r. R-210907-248-Resolution approving Change Orders Totaling $7,067.76 for the 2021 Bondurant Community Library Expansion Project

John Desauiniers, Jr., Wreaths Across America/Cemetery Committee, presented the project to the Council. Each December on National Wreaths Across America Day, wreaths are laid at the graves of fallen soldiers. The ceremony will be held on December 18, 2021 at 11:00 AM.

Motion by Elrod, seconded by Cox, to Approve the Consent Agenda. Roll Call: Ayes: Cox, Elrod, Enos, McKenzie, Peffer. Nays: None. Absent: None. Motion carried 5-0.

6. Guests requesting to address the City Council

None.

7. **Public Hearing**

a. Hold public hearing regarding request for rezoning from the Agricultural (A-1) District to the Planned Unit Development (R-5) District on property currently owned by Top Farms LLLP north of Park Side Plat 2 and adjacent to Highway 65; and request for Future Land Use Map amendment from Single-Family Residential to Multi-Family and Commercial on areas as shown on the PUD Conceptual Plan.

Mayor Pro Tem Enos opened the public hearing at 06:10 p.m.
Emily Hardin, Civil Design Advantage, presented the Top Farms Concept Plan. Planning & Community Development Director Murray provided a Planning and Zoning Commission update. The council discussed the plan and asked questions. Steve Moseley, Hubbell Realty Company, provided clarification on the plan.
Mayor Pro Tem Enos closed the public hearing at 06:32 p.m.

8. Action Items

a. O-210907-210 -(First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the Zoning Classification of Certain Real Estate from Agricultural (A-1) to Planned Unit Development (R-5) and amending the Future Land Use Map from Single-Family Residential to Multi-Family and Commercial in areas shown on the Conceptual Plan

   Motion by Cox, seconded by McKenzie, to Approve the First Reading of O-210907-210. Roll Call: Ayes: Cox, Elrod, Enos, McKenzie. Nays: None. Absent: None. Present: Peffer. Motion carried 4-0.

b. O-210816-209 -(Second Reading) An Ordinance amending the City Code of the City of Bondurant, Iowa by amending Chapter 104, Sanitary Sewer Connection Fee Districts

   Motion by Elrod, seconded by McKenzie, to waive the second reading and approve the third and final reading of O-210816-209. Roll Call: Ayes: Cox, Elrod, Enos, McKenzie, Peffer. Nays: None. Absent: Mayor Sullivan. Motion carried 5-0.

c. O-210907-211 -(First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending Chapter 151, titled Trees, to allow for planting of trees within the public right-of-way (parking) area

   Council Member Peffer reported that the Tree Board has been discussing allowing street trees. Planning & Community Development Director Murray mentioned that this aligns with the 2020 Urban Forestry Plan.

   Motion by Cox, seconded by Peffer, to waive the first and second reading, and approve the third and final reading of O-210907-211. Roll Call: Ayes: Cox, Elrod, Enos, McKenzie, Peffer. Nays: None. Absent: None. Motion carried 5-0.

d. O-210907-212 -(First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending Chapter 167.05, Stream Buffer Management and Maintenance, to allow for Type 1 and Type 2 stream buffers to be established by easement

   Motion by McKenzie, seconded by Cox, to waive the first and second reading, and approve the third and final reading of O-210907-212. Roll Call: Ayes: Cox, Elrod, Enos, McKenzie, Peffer. Nays: None. Absent: None. Motion carried 5-0.

e. R-210907-249-Resolution considering Site Plan approval for the SKOL Trucking site at 2415 Robinson Avenue, NE

   Wally Pelds, Pelds Design Services, presented the Site Plan to the council.

   Motion by Cox, seconded by McKenzie, to Approve R-210907-249. Roll

Call: Ayes: Cox, Elrod, Enos, McKenzie, Peffer. Nays: None. Absent: None. Motion carried 5-0.

f. R-210907-250-Resolution approving the First Amendment to the Agreement for Private Development (Downtown Project)

Motion by Elrod, seconded by Cox, to Approve R-210907-250. Roll Call: Ayes: Cox, Elrod, Enos, McKenzie, Peffer. Nays: None. Absent: None. Motion carried 5-0.

9. Discussion Items -

a. R-210907-251-Discussion and possible consideration of a Resolution appointing a representative to the ICON Water Trails Board

Motion by Cox, seconded by Peffer, to appoint Angela McKenzie as primary, and Doug Elrod as secondary, and approve R-210907-251. Roll Call: Ayes: Cox, Elrod, Enos, McKenzie, Peffer. Nays: None. Absent: None. Motion carried 5-0.

b. -Fire Department Remodel and Expansion Discussion

Deleted.

10. Reports / Comments and appropriate action thereon:

a. Mayor

None.

b. Council Members

Elrod - DART update.
Cox - BDI meeting tomorrow, BDI Conference, EPIC update, Chamber meeting next week.
McKenzie - Library Grand Opening September 23rd
Peffer - Tree Board tree sale.

c. Administrator

Tree Grant comments.

d. Directors

Horton - Inquired to place a bid on a pickup to add to the public works fleet ($21,000), NE Storm Sewer Project update, other project updates.
Kreuder - Calls of service update.
Murray - Comprehensive Plan joint meeting next Monday.

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 Enos, seconded by Cox, to close the regular session and move into a closed session at 07:03 PM. Roll Call: Ayes: Cox, Elrod, Enos, McKenzie, Peffer. Nays: None. Absent: None. Motion carried 5-0. Enos closed the Closed Session at 07:32 PM.

12. Adjournment

Motion by Peffer, seconded by Cox, to adjourn at 07:33 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Curt Sullivan, 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 September 7, 2021, 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.

Curt Sullivan, Mayor

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.b.
For Meeting of 9/20/2021
Motion

TITLE: Claims List

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. Claims List

Check Register

Packet: APPKT00510 - PYPKT00249 - 08/30-09/12/2021 PAID 09/17/2021

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0106	COLLECTION SERVICES CENTER	09/15/2021	Regular	0.00	254.77	59049

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	254.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**254.77**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2021	254.77
			254.77

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

Vendor: 2304 - EBS — **Vendor Total:** 17,314.11

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001424	Invoice	9/17/2021	9/17/2021	10/1/2021	9/17/2021	1,269.41	0.00	0.00	0.00	1,269.41
DELTA DENTAL PAYMENT		AP Bank Code - AP Bank			No	**Payment Date:** 10/1/2021		**Bank Draft:**		DFT0001185

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
DELTA DENTAL PAYMENT	Service	0.00	0.00	1,269.41	0.00	0.00	0.00	1,269.41

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2125	DENTAL INSURANCE		1,269.41	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001428	Invoice	9/17/2021	9/17/2021	10/1/2021	9/17/2021	13,051.51	0.00	0.00	0.00	13,051.51
HEALTH INSURANCE WELLMARK		AP Bank Code - AP Bank			No	**Payment Date:** 10/1/2021		**Bank Draft:**		DFT0001188

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
HEALTH INSURANCE WELLMARK	Service	0.00	0.00	13,051.51	0.00	0.00	0.00	13,051.51

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDIN		13,051.51	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001429	Invoice	9/17/2021	9/17/2021	10/1/2021	9/17/2021	769.05	0.00	0.00	0.00	769.05
EBS ADMIN COST		AP Bank Code - AP Bank			No	**Payment Date:** 10/1/2021		**Bank Draft:**		DFT0001189

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
EBS ADMIN COST	Service	0.00	0.00	769.05	0.00	0.00	0.00	769.05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDIN		769.05	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001431	Invoice	9/17/2021	9/17/2021	10/1/2021	9/17/2021	909.62	0.00	0.00	0.00	909.62
LIFE & DIS PRINCIPAL		AP Bank Code - AP Bank			No	**Payment Date:** 10/1/2021		**Bank Draft:**		DFT0001191

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
LIFE & DIS PRINCIPAL	Service	0.00	0.00	909.62	0.00	0.00	0.00	909.62

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDIN		909.62	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001432	Invoice	9/17/2021	9/17/2021	10/1/2021	9/17/2021	1,097.52	0.00	0.00	0.00	1,097.52
SELF FUNDED DEDUCTABLE INSURANCE		AP Bank Code - AP Bank			No	**Payment Date:** 10/1/2021		**Bank Draft:**		DFT0001192

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SELF FUNDED DEDUCTABLE INSURANCE	Service	0.00	0.00	1,097.52	0.00	0.00	0.00	1,097.52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2124	HEALTH INSURANCE WITHHOLDIN		1,097.52	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001433	Invoice	9/17/2021	9/17/2021	10/1/2021	9/17/2021	217.00	0.00	0.00	0.00	217.00
VISION AVISES		AP Bank Code - AP Bank			No	**Payment Date:** 10/1/2021		**Bank Draft:**		DFT0001193

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	Service	0.00	0.00	217.00	0.00	0.00	0.00	217.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2132	VISION WITHHOLDING		217.00	100.00%

Vendor: 1274 - ICMA-RC SERVICES LLC — **Vendor Total:** **325.00**

INV0001427	Invoice	9/17/2021	9/17/2021	9/17/2021	9/17/2021	325.00	0.00	0.00	0.00	325.00
Payroll Deduction		AP Bank Code - AP Bank			No	**Payment Date:** 9/17/2021		**Bank Draft:**		DFT0001187

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	325.00	0.00	0.00	0.00	325.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2130	ICMA-RC		325.00	100.00%

Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT — **Vendor Total:** **78.41**

INV0001437	Invoice	9/17/2021	9/17/2021	9/17/2021	9/17/2021	78.41	0.00	0.00	0.00	78.41
Unemployement Insurance		AP Bank Code - AP Bank			No	**Payment Date:** 9/17/2021		**Bank Draft:**		DFT0001197

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployement Insurance	NA	0.00	0.00	78.41	0.00	0.00	0.00	78.41

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2122	STATE WITHHOLDING		78.41	100.00%

Vendor: 0239 - IPERS — **Vendor Total:** **10,848.52**

INV0001430	Invoice	9/17/2021	9/17/2021	9/17/2021	9/17/2021	409.72	0.00	0.00	0.00	409.72
Payroll Contribution		AP Bank Code - AP Bank			No	**Payment Date:** 9/17/2021		**Bank Draft:**		DFT0001190

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	409.72	0.00	0.00	0.00	409.72

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		409.72	100.00%

INV0001434	Invoice	9/17/2021	9/17/2021	9/17/2021	9/17/2021	10,438.80	0.00	0.00	0.00	10,438.80
Payroll Contribution		AP Bank Code - AP Bank			No	**Payment Date:** 9/17/2021		**Bank Draft:**		DFT0001194

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	2,998.29	0.00	0.00	0.00	2,998.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		2,998.29	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA	0.00	0.00	7,440.51	0.00	0.00	0.00	7,440.51

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2123	IPERS WITHHOLDING		7,440.51	100.00%

Vendor: 1512 - IRS USATAXPYMT — **Vendor Total:** **15,523.11**

INV0001436	Invoice	9/17/2021	9/17/2021	9/17/2021	9/17/2021	15,523.11	0.00	0.00	0.00	15,523.11
Federal Tax Withheld		AP Bank Code - AP Bank			No	**Payment Date:** 9/17/2021		**Bank Draft:**		DFT0001196

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
Social Security Withholding	NA	0.00	0.00	8,347.90	0.00	0.00	0.00	8,347.90

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		8,347.90	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	1,947.38	0.00	0.00	0.00	1,947.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-050-2121	FICA/MEDICARE WITHHOLDING		1,947.38	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	5,227.83	0.00	0.00	0.00	5,227.83

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
670-050-2120	FEDERAL WITHHOLDING		13.08	0.25%
741-050-2120	FEDERAL WITHHOLDING		212.37	4.06%
110-050-2120	FEDERAL WITHHOLDING		501.42	9.59%
610-050-2120	FEDERAL WITHHOLDING		459.55	8.79%
600-050-2120	FEDERAL WITHHOLDING		503.41	9.63%
001-050-2120	FEDERAL WITHHOLDING		3,538.00	67.68%

Vendor: 2249 - Kabel Business Industries **Vendor Total:** **1,482.06**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001425	Invoice	9/17/2021	9/17/2021	9/17/2021	9/17/2021	1,447.06	0.00	0.00	0.00	1,447.06
Payroll Deduction		AP Bank Code - AP Bank			No	**Payment Date:** 9/17/2021			**Bank Draft:**	DFT0001186

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA	0.00	0.00	1,447.06	0.00	0.00	0.00	1,447.06

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-050-2131	SELF-FUNDED WITHHOLDING		1,447.06	100.00%

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001426	Invoice	9/17/2021	9/17/2021	10/6/2021	9/17/2021	35.00	0.00	0.00	0.00	35.00
FSA ADMIN FEE		AP Bank Code - AP Bank			No	**Payment Date:** 10/6/2021			**Bank Draft:**	DFT0001198

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE	Service	0.00	0.00	35.00	0.00	0.00	0.00	35.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-050-2131	SELF-FUNDED WITHHOLDING		35.00	100.00%

Vendor: 1832 - TREASURER - STATE OF IOWA **Vendor Total:** **2,707.97**

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
INV0001435	Invoice	9/17/2021	9/17/2021	9/17/2021	9/17/2021	2,707.97	0.00	0.00	0.00	2,707.97
State Tax Withholding		AP Bank Code - AP Bank			No	**Payment Date:** 9/17/2021			**Bank Draft:**	DFT0001195

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	2,707.97	0.00	0.00	0.00	2,707.97

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
741-050-2122	STATE WITHHOLDING		107.22	3.96%
600-050-2122	STATE WITHHOLDING		254.70	9.41%
001-050-2122	STATE WITHHOLDING		1,860.72	68.71%
110-050-2122	STATE WITHHOLDING		242.20	8.94%
610-050-2122	STATE WITHHOLDING		232.15	8.57%
670-050-2122	STATE WITHHOLDING		10.98	0.41%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	14	48,279.18	0.00	0.00	0.00	48,279.18	48,279.18	0.00
	Grand Total:	**48,279.18**	**0.00**	**0.00**	**0.00**	**48,279.18**	**48,279.18**	**0.00**

Account Summary

Account	Name		Amount
001-050-2120	FEDERAL WITHHOLDING		3,538.00
001-050-2122	STATE WITHHOLDING		1,860.72
001-050-2130	ICMA-RC		325.00
		Total:	**5,723.72**

Account	Name		Amount
110-050-2120	FEDERAL WITHHOLDING		501.42
110-050-2122	STATE WITHHOLDING		242.20
		Total:	**743.62**

Account	Name		Amount
112-050-2121	FICA/MEDICARE WITHHOLDING		10,295.28
112-050-2122	STATE WITHHOLDING		78.41
112-050-2123	IPERS WITHHOLDING		10,848.52
112-050-2124	HEALTH INSURANCE WITHHOLDING		15,827.70
112-050-2125	DENTAL INSURANCE		1,269.41
112-050-2132	VISION WITHHOLDING		217.00
		Total:	**38,536.32**

Account	Name		Amount
600-050-2120	FEDERAL WITHHOLDING		503.41
600-050-2122	STATE WITHHOLDING		254.70
		Total:	**758.11**

Account	Name		Amount
610-050-2120	FEDERAL WITHHOLDING		459.55
610-050-2122	STATE WITHHOLDING		232.15
		Total:	**691.70**

Account	Name		Amount
670-050-2120	FEDERAL WITHHOLDING		13.08
670-050-2122	STATE WITHHOLDING		10.98
		Total:	**24.06**

Account	Name		Amount
741-050-2120	FEDERAL WITHHOLDING		212.37
741-050-2122	STATE WITHHOLDING		107.22
		Total:	**319.59**

Account	Name		Amount
820-050-2131	SELF-FUNDED WITHHOLDING		1,482.06
		Total:	**1,482.06**

Check Register

Packet: APPKT00503 - 9/3/21 BRICK GENTRY CLOSING CHECK

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0073	BRICK,GENTRY,BOWERS,SWARTZ &	09/03/2021	Regular	0.00	117,921.32	58957

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	117,921.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**117,921.32**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2021	117,921.32
			117,921.32

Check Register

Packet: APPKT00502 - PYPKT00246 - 08/16-08/29/2021 PAID
09/03/2021

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0106	COLLECTION SERVICES CENTER	09/03/2021	Regular	0.00	254.77	58958

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	254.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**254.77**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2021	254.77
			254.77

Check Register

Packet: APPKT00499 - 9/3/21 FOR MEETING ON 9/20/21

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2342	A+ LAWN AND LANDSCAPE	09/03/2021	Regular	0.00	225.00	58959
1473	ACCESS SYSTEMS LEASING	09/03/2021	Regular	0.00	404.84	58960
2135	ACME TOOLS DES MOINES	09/03/2021	Regular	0.00	240.00	58961
0006	AMERICAN TEST CENTER, INC	09/03/2021	Regular	0.00	1,211.00	58962
0048	BAKER & TAYLOR	09/03/2021	Regular	0.00	872.73	58963
2241	BOOKPAGE	09/03/2021	Regular	0.00	354.00	58964
1537	BOUND TREE MEDICAL LLC	09/03/2021	Regular	0.00	1,804.13	58965
	Void	09/03/2021	Regular	0.00	0.00	58966
0577	CAPITAL CITY EQUIPMENT	09/03/2021	Regular	0.00	191.16	58967
2504	CAPITAL ONE	09/03/2021	Regular	0.00	33.58	58968
2200	CASEY'S BUSINESS MASTERCARD	09/03/2021	Regular	0.00	19.91	58969
2184	TARA COX	09/03/2021	Regular	0.00	53.00	58970
1333	DANKO EMERGENCY EQUIPMENT CO.	09/03/2021	Regular	0.00	119.52	58971
1311	ENVISIONWARE INC.	09/03/2021	Regular	0.00	939.60	58972
2246	ETECH	09/03/2021	Regular	0.00	507.75	58973
	Void	09/03/2021	Regular	0.00	0.00	58974
0936	FEH ASSOCIATES, INC.	09/03/2021	Regular	0.00	3,950.60	58975
2473	FINDAWAY WORLD LLC	09/03/2021	Regular	0.00	63.93	58976
1069	FIRST NATIONAL BANK OMAHA	09/03/2021	Regular	0.00	1,676.24	58977
	Void	09/03/2021	Regular	0.00	0.00	58978
0230	IOWA ONE CALL	09/03/2021	Regular	0.00	370.90	58979
0210	IMWCA	09/03/2021	Regular	0.00	11,034.00	58980
1340	KONICA MINOLTA	09/03/2021	Regular	0.00	836.90	58981
2079	LIBRARY FURNITURE INTL INC	09/03/2021	Regular	0.00	53,040.94	58982
2523	MACQUEEN EQUIPMENT	09/03/2021	Regular	0.00	14,855.00	58983
0040	MEDIACOM	09/03/2021	Regular	0.00	335.83	58984
0842	MENARDS	09/03/2021	Regular	0.00	63.85	58985
2409	MERCY NORTH PHARMACY	09/03/2021	Regular	0.00	91.55	58986
0599	MICROMARKETING LLC	09/03/2021	Regular	0.00	495.19	58987
0308	MUNICIPAL SUPPLY	09/03/2021	Regular	0.00	161.85	58988
0286	METRO WASTE AUTHORITY	09/03/2021	Regular	0.00	750.00	58989
1134	PETTY CASH	09/03/2021	Regular	0.00	43.02	58990
0343	POLK COUNTY RECORDER	09/03/2021	Regular	0.00	17.00	58991
0337	POLK COUNTY TREASURER	09/03/2021	Regular	0.00	57,675.00	58992
1628	QUICK SUPPLY CO.	09/03/2021	Regular	0.00	478.80	58993
1525	REGISTER MEDIA	09/03/2021	Regular	0.00	508.90	58994
1701	JILL SANDERS	09/03/2021	Regular	0.00	67.88	58995
2524	STEM SUPPLIES	09/03/2021	Regular	0.00	1,042.17	58996
0850	STEWART ELECTRIC, INC.	09/03/2021	Regular	0.00	1,763.00	58997
0564	STOREY KENWORTHY/MATT PARROTT	09/03/2021	Regular	0.00	289.83	58998
1534	STRATUS BUILDNG SOLUTIONS IOWA	09/03/2021	Regular	0.00	1,326.56	58999
2406	UNIQUE	09/03/2021	Regular	0.00	62.65	59000
0525	US CELLULAR	09/03/2021	Regular	0.00	619.11	59001
0805	US POST OFFICE	09/03/2021	Regular	0.00	72.00	59002
1161	VEENSTRA & KIMM, INC.	09/03/2021	Regular	0.00	32,993.08	59003
	Void	09/03/2021	Regular	0.00	0.00	59004
2433	WEX BANK	09/03/2021	Regular	0.00	2,829.37	59005

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0416	POSTMASTER	09/03/2021	Bank Draft	0.00	505.52	DFT0001168

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	43	0.00	194,491.37
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	1	1	0.00	505.52
EFT's	0	0	0.00	0.00
	89	**48**	**0.00**	**194,996.89**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2021	194,996.89
			194,996.89

Check Register

Packet: APPKT00508 - 9/10/21 FOR MEETING ON 9/20/21

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1747	ABSOLUTE CONCRETE	09/14/2021	Regular	0.00	33,487.50	59035
2453	ABSOLUTE INFRASTRUCTURE	09/14/2021	Regular	0.00	76,699.89	59036
0097	CITY OF DES MOINES	09/14/2021	Regular	0.00	67,622.10	59037
2516	CONCRETE TECHNOLOGIES INC.	09/14/2021	Regular	0.00	195,218.09	59038
2436	HILSABECK SCHACHT INC	09/14/2021	Regular	0.00	2,643.85	59039
0226	IOWA LEAGUE OF CITIES	09/14/2021	Regular	0.00	175.00	59040
2272	IAFC	09/14/2021	Regular	0.00	215.00	59041
2438	IDEAL FLOORS, INC	09/14/2021	Regular	0.00	663.53	59042
0040	MEDIACOM	09/14/2021	Regular	0.00	811.23	59043
0286	METRO WASTE AUTHORITY	09/14/2021	Regular	0.00	21,089.98	59044
2192	OMNI EMS	09/14/2021	Regular	0.00	1,046.70	59045
1612	QUALITY STRIPING INC	09/14/2021	Regular	0.00	18,500.00	59046
2424	RH GRABAU CONSTRUCTION	09/14/2021	Regular	0.00	25,529.92	59047
2231	VERIZON WIRELESS	09/14/2021	Regular	0.00	1,213.85	59048
2249	Kabel Business Industries	09/08/2021	Bank Draft	0.00	70.00	DFT0001169
0144	DES MOINES WATER WORKS	09/21/2021	Bank Draft	0.00	22.00	DFT0001170
0144	DES MOINES WATER WORKS	09/21/2021	Bank Draft	0.00	36,170.42	DFT0001171
0144	DES MOINES WATER WORKS	09/21/2021	Bank Draft	0.00	25,826.17	DFT0001172
0387	TREASURER - STATE OF IOWA	09/03/2021	Bank Draft	0.00	1,875.90	DFT0001173
0387	TREASURER - STATE OF IOWA	09/03/2021	Bank Draft	0.00	10,439.55	DFT0001174
0387	TREASURER - STATE OF IOWA	09/03/2021	Bank Draft	0.00	2,881.84	DFT0001175
0387	TREASURER - STATE OF IOWA	09/03/2021	Bank Draft	0.00	1,261.78	DFT0001176
0387	TREASURER - STATE OF IOWA	09/03/2021	Bank Draft	0.00	2,934.84	DFT0001177
0387	TREASURER - STATE OF IOWA	09/03/2021	Bank Draft	0.00	1,013.66	DFT0001178
0387	TREASURER - STATE OF IOWA	09/03/2021	Bank Draft	0.00	8,849.00	DFT0001179
0387	TREASURER - STATE OF IOWA	09/03/2021	Bank Draft	0.00	1,384.00	DFT0001180
2336	RYAN COMPANIES US INC.	09/10/2021	Bank Draft	0.00	3,905.77	DFT0001181
2336	RYAN COMPANIES US INC.	09/10/2021	Bank Draft	0.00	11,661.79	DFT0001182
1148	MCANINCH CORPORATION	09/10/2021	Bank Draft	0.00	26,905.65	DFT0001183
1504	SHIVE-HATTERY INC	09/10/2021	Bank Draft	0.00	78,600.00	DFT0001184

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	14	0.00	444,916.64
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	16	16	0.00	213,802.37
EFT's	0	0	0.00	0.00
	32	**30**	**0.00**	**658,719.01**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2021	658,719.01
			658,719.01

Payroll Check Register
Checks
Pay Period: 8/30/2021-9/12/2021

Packet: PYPKT00249 - 08/30-09/12/2021 PAID 09/17/2021
Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
CHRISTIAN, MARGARET L	3129	Regular	09/17/2021	1,145.09	1054

Payroll Check Register
Direct Deposits
Pay Period: 8/30/2021-9/12/2021

Packet: PYPKT00249 - 08/30-09/12/2021 PAID 09/17/2021
Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	09/17/2021	234.09	101870
BAILEY, BOYCE E	7104	09/17/2021	1,222.98	101871
BERGESON, JOHN W	7121	09/17/2021	1,520.74	101872
BRIGGS, ASHTON S	1511	09/17/2021	744.10	101873
BRUCE, EMMA	3141	09/17/2021	238.14	101874
BUCKLIN, JEFFERY D	1562	09/17/2021	807.17	101875
CARPENTER, JOHN C	5129	09/17/2021	1,326.72	101876
COLLINS JR, ANTHONY M	9152	09/17/2021	30.00	101877
COLLINS JR, ANTHONY M	9152	09/17/2021	1,309.00	101877
COLLISON, PATRICK F	5103	09/17/2021	1,860.01	101878
CORY, JOHN P	7120	09/17/2021	1,207.84	101879
ELLIOTT, KYLE	1568	09/17/2021	603.94	101880
GERDNER, RONALD L	7122	09/17/2021	1,406.53	101881
HAGAN, SHELBY L	5118	09/17/2021	1,961.36	101882
HAHN, NATHAN D	1521	09/17/2021	400.88	101883
HARMISON, TROY G	1503	09/17/2021	1,276.25	101884
HIGGINS, DAVID P	7105	09/17/2021	1,198.94	101885
HORTON, JOHN C	7112	09/17/2021	2,299.63	101886
HORTON, JOHN C	7112	09/17/2021	100.00	101886
HUFF, TIMOTHY J	1559	09/17/2021	1,499.34	101887
JESS, JENE N	5123	09/17/2021	2,463.50	101888
JOHNSON, ANNASTASHA	5130	09/17/2021	1,120.95	101889
KENT, RONALD D	7115	09/17/2021	692.40	101890
KLINKER-FELD, MICHELL M	3135	09/17/2021	1,540.45	101891
KREUDER, AARON M	1441	09/17/2021	2,459.84	101892
MARSHMAN, CRAIG A	5125	09/17/2021	1,360.05	101893
MORRIS, REBECCA L	1504	09/17/2021	1,824.18	101894
MURRAY, MARGARET	5126	09/17/2021	2,308.29	101895
OLIVER, MARKETA S	8403	09/17/2021	300.00	101896
OLIVER, MARKETA S	8403	09/17/2021	2,774.50	101896
PALMER, SAMUEL E	1571	09/17/2021	263.56	101897
PHIPPS-BUCKLIN, CHANTEL E	4145	09/17/2021	327.44	101898
REYNOLDS, RAY A	1537	09/17/2021	767.82	101899
SANDERS, JILL C	3128	09/17/2021	1,984.32	101900
SCHINCKE, MEGAN	3137	09/17/2021	839.66	101901
SCHINCKE, MEGAN	3137	09/17/2021	359.85	101901
SCHROER, DAVID J	1528	09/17/2021	889.48	101902
SMITH, PATRICIA E	1478	09/17/2021	486.02	101903
SPOERRY, DANIELLE M	1527	09/17/2021	1,163.48	101904
SUMMERS, ALAN C	1534	09/17/2021	816.91	101905
VAN HOUTEN, NICOLE M	5121	09/17/2021	1,143.84	101906
WELTHA, CLAYTON	1566	09/17/2021	706.70	101907

Payroll Check Register

Report Summary

Pay Period: 8/30/2021-9/12/2021

Packet: PYPKT00249 - 08/30-09/12/2021 PAID 09/17/2021
Payroll Set: City of Bondurant, IA - 01

Type	Count	Amount
Regular Checks	1	1,145.09
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	42	47,840.90
Total	**43**	**48,985.99**

Refund Check Register
Refund Check Detail

UBPKT02013 - Refunds 01 UBPKT02011 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01302-03	BURG, CHRISTINE	9/8/2021	59006	121.57			121.57	Generated From Billing
01-02155-11	MICHAEL SCHABILION	9/8/2021	59007	25.75			25.75	Generated From Billing
01-02217-03	DEREK VERMEER	9/8/2021	59008	29.94			29.94	Generated From Billing
01-02420-10	STEVE, TAMI	9/8/2021	59009	123.83			123.83	Generated From Billing
01-02428-07	IAN GODING	9/8/2021	59010	103.84			103.84	Generated From Billing
01-02973-03	STACEY MROZ	9/8/2021	59011	157.87			157.87	Generated From Billing
01-03152-06	KARSJENS, JESSICA M	9/8/2021	59012	120.85			120.85	Generated From Billing
01-03427-02	JAMES VANDENBURG	9/8/2021	59013	123.01			123.01	Generated From Billing
02-01127-02	COFFELT, CHRISTY AND RICHARD	9/8/2021	59014	116.02			116.02	Generated From Billing
02-01352-02	JAMIE STANFORD	9/8/2021	59015	160.76			160.76	Generated From Billing
02-01493-01	SARA HULEN	9/8/2021	59016	152.93			152.93	Generated From Billing
06-02260-02	ALBRECHT, CARYN S	9/8/2021	59017	67.96			67.96	Generated From Billing
06-02469-02	TYLER B HILL	9/8/2021	59018	74.45			74.45	Generated From Billing
09-03080-03	T J VOSS	9/8/2021	59019	71.57			71.57	Generated From Billing
09-03138-02	ANGELA GUY	9/8/2021	59020	67.24			67.24	Generated From Billing
10-02831-02	RODNEY & MEGAN HOLLIDAY	9/8/2021	59021	98.79			98.79	Generated From Billing
10-02847-02	KELSEY JOHNSTON & BRADY CARTER	9/8/2021	59022	113.28			113.28	Generated From Billing
10-02959-04	STEPHANIE MALLICOAT	9/8/2021	59023	71.57			71.57	Generated From Billing
11-03042-02	CHARLES HARNED	9/8/2021	59024	143.49			143.49	Generated From Billing
11-03067-02	JORDAN SYTSMA	9/8/2021	59025	54.48			54.48	Generated From Billing
15-01446-03	MATTHEW HANSEN	9/8/2021	59026	65.80			65.80	Generated From Billing
16-01385-00	REDWOOD BUILDERS	9/8/2021	59027	13.45			13.45	Generated From Billing
16-01453-00	OAKSTONE HOMES OF IOWA	9/8/2021	59028	45.88			45.88	Generated From Billing
Total Refunds: 23			**Total Refunded Amount:**	2,124.33				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2124.33
Revenue Total:	2124.33

General Ledger Distribution

Posting Date: 09/01/2021

		Account Number	Account Name		Posting Amount	IFT
Fund:	600 - WATER					
		600-000-1101	CLAIM ON POOLED CASH		-2,124.33	Yes
		600-050-2141	APPLIED CREDITS		2,124.33	
				600 Total:	0.00	
Fund:	999 - POOLED CASH					
		999-000-1100	POOLED CASH		-2,124.33	
		999-050-2300	DUE TO OTHER FUNDS		2,124.33	Yes
				999 Total:	0.00	
				Distribution Total:	0.00	

Refund Check Register
Refund Check Detail

UBPKT02038 - REFUND 01-03215-04

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-03215-04	TAYLOR KANSELAAR	9/9/2021	59029	125.54			125.54	Deposit
Total Refunds: 1			**Total Refunded Amount:**	125.54				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	125.54
Revenue Total:	125.54

General Ledger Distribution

Posting Date: 09/09/2021

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-125.54	Yes
	600-050-2141	APPLIED CREDITS	125.54	
		600 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-125.54	
	999-050-2300	DUE TO OTHER FUNDS	125.54	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

Refund Check Register
Refund Check Detail

UBPKT02040 - MANUAL REFUNDS

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-02345-01	JOSH HEADY	9/10/2021	59032	40.74			40.74	Deposit
01-02885-02	JENNIFER BUETTNER	9/10/2021	59033	75.77			75.77	Deposit
Total Refunds: 2			**Total Refunded Amount:**	116.51				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	116.51
Revenue Total:	116.51

General Ledger Distribution

Posting Date: 09/10/2021

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-116.51	Yes
	600-050-2141	APPLIED CREDITS	116.51	
		600 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-116.51	
	999-050-2300	DUE TO OTHER FUNDS	116.51	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

Refund Check Register

Refund Check Detail

UBPKT02044 - MANUAL REFUND 01-03416-04

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-03416-04	VICTORIA PICKERING	9/14/2021	59034	2.12			2.12	Deposit
Total Refunds: 1			**Total Refunded Amount:**	2.12				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2.12
Revenue Total:	2.12

General Ledger Distribution

Posting Date: 09/14/2021

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-2.12	Yes
	600-050-2141	APPLIED CREDITS	2.12	
		600 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-2.12	
	999-050-2300	DUE TO OTHER FUNDS	2.12	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

Refund Check Register

Refund Check Detail

UBPKT02039 - MANUAL REFUNDS

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-02386-09	KARIE MILLER	9/9/2021	59030	79.40			79.40	Deposit
14-03159-01	PAM BALL & TYLER RAMSEY	9/9/2021	59031	28.83			28.83	Deposit
Total Refunds: 2			**Total Refunded Amount:**	108.23				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	108.23
Revenue Total:	108.23

General Ledger Distribution

Posting Date: 09/09/2021

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-108.23	Yes
	600-050-2141	APPLIED CREDITS	108.23	
		600 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-108.23	
	999-050-2300	DUE TO OTHER FUNDS	108.23	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.c.
For Meeting of 9/20/2021
Motion

TITLE: Applications for Council Approval

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS: Iowa Alcoholic Beverages Division Application - Abbie's
Tax Abatement Applications
Special Event Application - Homecoming Parade

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. Abbie's Alcoholic Beverages Division Application
2. Tax Abatement Applications
3. 2021 Homecoming Parade
4. Gate House Pictures Video Shoot Application

State of Iowa
Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
Polito's, LLC	Abbie's	(515) 957-8545

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
210 Lincoln st NE	Bondurant	Polk	50035

MAILING ADDRESS	CITY	STATE	ZIP
1263 bentwood ct	Altoona	Iowa	50009

Contact Person

NAME	PHONE	EMAIL
Brant Polito	(515) 339-4446	bpolito@ymail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM
BW0095629	Special Class C Liquor License	12 Month

EFFECTIVE DATE	EXPIRATION DATE
Sep 1, 2021	Aug 31, 2022

SUB-PERMITS/PRIVILEGES

ALCOHOLIC BEVERAGES DIVISION State of Iowa

State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brant Polito	Bondurant	Iowa	50035	president	100.00	Yes

Insurance Company Information

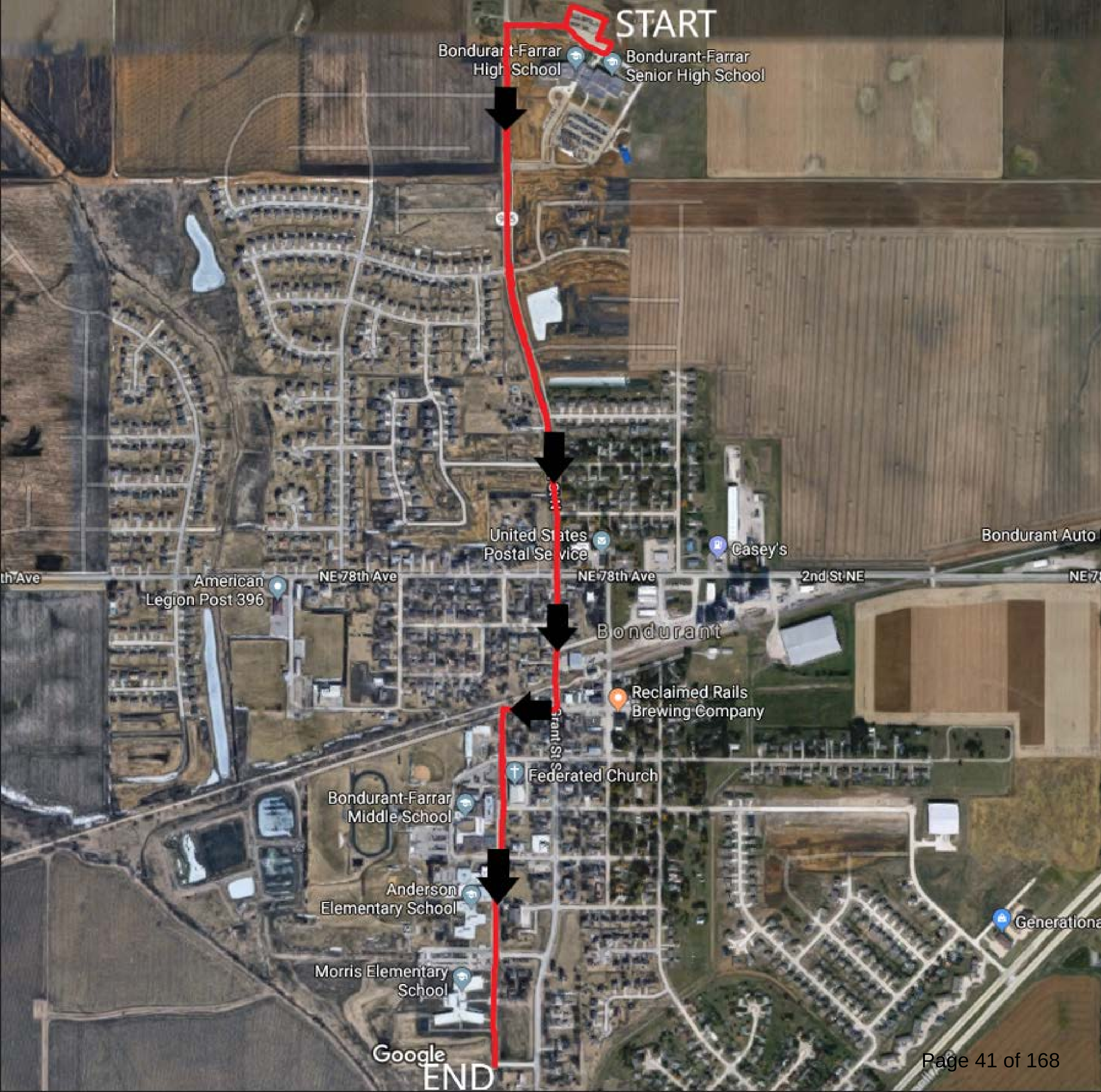
INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Farm Bureau Financial Services	Aug 31, 2021	Aug 31, 2022

DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

Tax Abatement Applications
September 20, 2021
City of Bondurant

Name	Address	Closing Date	Cost
Teresa & Bryce Duit	514 Chayse Street, SW	8/6/2021	$353,000.00
Rodney Ruddick	71 Landon Drive, NW	9/15/2021	$424,350.00


START
Bondurant-Farrar High School
Bondurant-Farrar Senior High School
United States Postal Service
Casey's
Bondurant Auto
NE 78th Ave
NE 78th Ave
2nd St NE
American Legion Post 396
Bondurant
Reclaimed Rails Brewing Company
Federated Church
Bondurant-Farrar Middle School
Anderson Elementary School
Morris Elementary School
Generationa
Google
END

Bondurant

Print Form

Clear Form

CITY OF BONDURANT SPECIAL EVENT APPLICATION

In order to determine if your event requires special planning by the City, this application must be completed 30 days prior to event in its entirety before any City property can be utilized (City has option to waive). Advertising your event prior to receiving a signed Special Event Application is discouraged.

(Please Print)

Name of Event: Gate House Pictures Video Shoot

Date of Event: Sept. 22, 2021 Location: Bondurant City Park

Starting Time: 8:00am Ending Time: 1:00pm Setup Time: ______

Contact Person: Sarah Slattenow

ph #1: 515-868-3424 ph #2: ______

Email: sarah@ghpics.com

Addl. Contact: Erich Ernst

ph #1: 515-778-4245 ph #2: ______

Email: erich@ghpics.com

Type of Event

- A) Ceremony ☐
- B) Company Activity ☐
- C) Bike Event ☐
- D) Race Event ☐
- E) Fundraiser ☐
- F) Cultural Event ☐
- G) Other ☑

Describe the Event: Video shoot

City Properties: Trailhead/The Depot | Lake Petocka | City Park | BRSC | Main Street—Empty Lot

Event Details:

- •Number of people 15
- •Open to the general public? No
- •Tents No
- •Amplified Music No
- •Banners/Signs No
- •Inflatable Houses/Toys No
- •Trash Containers No
- •Alcoholic Beverages No
- •Portable Toilets No

Vendors:

- •Number of Vendors 0
- •List of Vendors

•Banners/Signs: If yes, describe type, number and location.
N/A

*Banners/Signs may be placed along roadways to guide people to your event, but in no way may be affixed to trees, street signs, park signs or City buildings. Signs are to be removed immediately following event. Grounds markings are allowed, however spray paint is prohibited—chalk or signage would be more appropriate. Failure to do so will result in maintenance fees and/or fines according to littering ordinances.

•Alcoholic Beverages: If yes, please be aware off-duty law enforcement may be required (contact the Polk County Sherriff's office at 515-286-3333) and be aware of the City of Bondurant Code 45.02: A person shall not use or consume alcohol liquor in any public place, except premises covered by a liquor control license.... A person shall not be intoxicated or simulate intoxication in public place.
•Trash and debris cleanup: depending on the event participants, a dumpster may be required. Also, Metro Waste Authority offers Event Recycling Stands that should be considered.

Special Provisions: (city provided—for example: trash containers, barricades, etc.)
We would like to block parking along Lincoln St SE and Third St SE

Traffic & Emergency Safety:

Do you anticipate that your event will interfere with non-participating vehicle traffic (crowd and/or traffic control)? Please provide a map of the route.

☐ YES ☑ NO

Do you anticipate the need for first aid booths, fire/rescue units present during your event (charges may apply)?

☐ YES ☑ NO

Insurance: **Applicants of special event applications may be required to furnish a Certificate of Insurance on fully paid comprehensive public liability and property damage insurance from a licensed broker, protecting the City of Bondurant, its officials, and employees from any and all claims which may result from or in connection to the special event. The City of Bondurant must be named as "Additional Insureds" on the certificate.** Applicants must, if required by the City of Bondurant, produce a copy of the policy with all endorsements. The City of Bondurant must receive the certificate at least ten (10) days prior to the special event. Limits and type of insurance coverage may change because of the different activities of each special event. The City of Bondurant will determine all specific limits and types of insurance appropriate for the special event. City has the option to waive the insurance deadline and/or requirement.

The liability insurance limits shall not be less than the following:

General Aggregate	$1,000,000
Products-Completed Operations Aggregate	$1,000,000
Personal & Advertising Injury	$1,000,000
Each Occurrence	$1,000,000
Fire Damage (Any one Fire)	$1,000,000
Medical Expenses (Any one person)	$5,000

The City of Bondurant looks forward in assisting you in determining these concerns as well as any other concerns or issues you may have in this application process.

I have completed the Special Event Application. I understand the conditions under which it is issued and agree to comply with these conditions for this event.

Printed Name Sarah Slattenow Date 9-16-21

Signature Sarah Slattenow

City Official Signature ______________________ Date ______________

The Privacy Act of 1974 requires that each individual asked or required to furnish personal information be advised of the following:
Authority: 5 P.L. 93-579
Purpose: To provide a contact in connection with permit activities.
Routine Uses: Permit is issued under the direction of the City Administrator. The names and address of those who obtain the permit are not reported, but are kept on file at the City of Bondurant to provide point of contact in case of emergency.

Proclamation

City of Bondurant

PROCLAMATION DESIGNATING OCTOBER 3-9, 2021 AS FIRE PREVENTION WEEK IN BONDURANT

Whereas, the City of Bondurant is committed to ensuring the safety and security of all those living in and visiting our community; and

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, home fires killed more than 2,770 people in the United States in 2019, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 339,500 home fires; and

Whereas, smoke alarms sense smoke well before you can, alerting you to danger in the event of fire in which you may have as little as 2 minutes to escape safely; and

Whereas, working smoke alarms cut the risk of dying in reported home fires in half; and

Whereas, Bondurant residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

Whereas, Bondurant residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas, Bondurant residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities;
and

Whereas, Bondurant first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas, Bondurant residents are responsive to public education measures are better able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas, the 2021 Fire Prevention Week™ theme, "Learn the Sounds of Fire Safety™," effectively serves to remind us it is important to learn the different sounds of smoke and carbon monoxide alarms.

Furthermore, Let It Be Known, I, Curt Sullivan, Mayor of Bondurant do hereby proclaim October 3–9, 2021, as Fire Prevention Week throughout our community, and I urge all the people of Bondurant to “Learn the Sounds of Fire Safety” for Fire Prevention Week 2021 and to support the many public safety activities and efforts of Bondurant’s fire and emergency services.

Passed this 7th day of September 2021,

By: ____

Curt Sullivan, Mayor

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.e.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving Story Construction Pay Request No.12 in the amount of $32,868.63

CONTACT PERSON:
Jill Sanders, Library Director

BRIEF HISTORY & ANALYSIS: The attached resolution approves payment to Story Construction for construction management services on the Library project. This is pay application #11 for the project and the request is for $32,868.63 for work completed from July 1 through July 31, 2021. The Library Board recommends approval.

FUNDING SOURCE: Library Bond/LOSST

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-252
2. Pay Request No. 12

CITY OF BONDURANT
RESOLUTION NO. 210920-252

RESOLUTION APPROVING PAY REQUEST NO. 12 TO STORY CONSTRUCTION FOR THE CONSTRUCTION MANAGEMENT OF THE LIBRARY RENOVATION AND EXPANSION PROJECT IN THE AMOUNT OF $32,868.63

WHEREAS, Story Construction submitted Pay Request No. 11 for the Library Renovation and Expansion Project; AND

WHEREAS the full value of the work completed from July 1 to July 31 and the amount certified for payment is $32,868.63; AND

WHEREAS, the Library Board recommends approval of the payment,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request is hereby approved.

Passed this 20th day of September 2021,

By: ______________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Enos				
Elrod				
McKenzie				
Peffer				

STORY CONSTRUCTION

TO:	City of Bondurant 202 2nd Street NE P.O. Box 37 Bondurant, IA 50035	**Account No:**	76941
		Invoice Date:	8/24/2021
RE:	**Bondurant Community Library Expansion** Bondurant, Iowa	**Invoice #**	32721
		AMOUNT DUE:	**$ 32,868.63**
Job #:	**20409**	*Please make checks payable to:*	
Period:	**July 1 through July 31, 2021 Billing # 12**	**STORY CONSTRUCTION CO.**	

Pre-Construction & Construction Phase Services in accordance with AIA Document C132 - 2009 Standard Form of Agreement Between Owner and Construction Manager as Adviser, dated July 27, 2020

Description	Quantity	Rate	Amount	Subtotal
DIRECT PERSONNEL EXPENSE				
Project Managers	43.00 hours @	$94.00 per hour	$ 4,042.00	
Project Superintendents	131.75 hours @	$82.00 per hour	$ 10,803.50	
Project Engineers	18.00 hours @	$64.00 per hour	$ 1,152.00	
Project Assistants	51.25 hours @	$44.00 per hour	$ 2,255.00	$ 18,252.50
JOBSITE OFFICE & SUPPORT				
Cost of other materials, supplies and services:				
US Cellular - Cellular Phone			$ 50.00	
Wright Express - Fuel			$ 287.75	
JOBSITE EQUIPMENT				
Temporary Office Trailer	2 weeks @	$200.00 per week	$ 400.00	
Computers, Copiers & Fax	2 weeks @	$125.00 per week	$ 250.00	
Pickup	1 month @	$920.00 per month	$ 920.00	$ 1,907.75
TEMPORARY FACILITIES & CONTROLS (Bid Package No. 5)				
Bere's Cleaning - Clean Up			$ 3,124.00	
Campbell Construction, LLC -			$ 1,040.00	
Crystal Clear Water Co. - Drinking Water			$ (14.00)	
Larry Fleck & Son Trucking - Waste Disposal			$ 679.93	
Meycon Construction - General Site Clean Up			$ 10.70	
Story Construction Labor - Temp Access Roads			$ 3,012.00	
Story Construction - Trucking & Hauling			$ 45.00	
Team Services, Inc. - Construction Testing Services			$ 1,585.47	
VISA - Misc Supplies			$ 799.38	
Wright Express - Equipment Fuel			$ 243.90	
Ziegler, Inc. - Generator Rental			$ 1,230.00	$ 11,756.38

STORY CONSTRUCTION EQUIPMENT				
Barricade: Traffic Diverter (4)	1 month @	$13.00 per month	$ 52.00	
Hammer Drill	1 month @	$900.00 per month	$ 900.00	$ 952.00
TOTAL				$ 32,868.63

Billing Recap	
Previous Billings	$ 488,953.42
Current Billing	$ 32,868.63
Total Billings	$ 521,822.05

We appreciate your business!

---------- Payment due within 10 days of invoice date or terms of contract ----------

Bere's Cleaning Services, LLC

INVOICE

7085 Bloomfield Rd Lot 39
Des Moines, IA 50320
(515)208-6019

DATE:07/18/21
INVOICE #: 163797

Bill To: Story Construction
2810 Wakefield circle
Ames, IA 50010

CLEANING SERVICES RENDERED

Library Boudurant

DATE	DESCRIPTION	HOURS	AMOUNT
06/19/21	clean service	3m/8hrs	$528.00
06/21/21	clean service	4m/8hrs	$704.00
06/22/21	clean service	4m/4hrs	$352.00
06/25/21	clean service	4m/3hrs	$264.00
06/26/21	clean service	4m/7hrs	$616.00
07/09/21	clean service	4m/6hrs	$528.00
07/16/21	clean service	3m/2hrs	$132.00
		Subtotal	$3,124.00
If you have any questions please call or email me		**Tax**	~~$187~~
Thank you for your business.		**Total**	~~**$3,311.44**~~

Campbell Construction

2435 45th St
Little York IL 61453

Invoice# 204091

Invoice Date: 7/26/2021

Job # / Name 20409

Bill to:
Story Construction - storyap@storycon.com
2810 Wakefield Circle
Ames, IA 50010

Week Ending (Sunday)	Employee	Hours	Rate	Total
07/25/21				
			65.00	
	Mike Wilson	8.00	65.00	520.00
	David Buster	8.00	65.00	520.00
			65.00	
			65.00	
			65.00	0.00
	(Name)		65.00	0.00
	(Name)		65.00	0.00
	(Name)		65.00	0.00
	(Name)		65.00	0.00
	(Name)		65.00	0.00
	(Name)		65.00	0.00
	(Name)		65.00	0.00
			65.00	0.00
Totals	**Total Hrs**	**16.00**		**$1,040.00**

Total Amount Due **$1,040.00**

Crystal Clear Water Co.
3717 Delaware Avenue
Des Moines, IA 50313
515-265-2324

Invoice # 934790
Tue, Jul 06 2021, 10:04pm
Driver: Blubaugh, Benjami
Rte-Day-Stop: 10-26-0420

Account # 022631
STORY CONSTRUCTION / 20409
104 2ND ST NE
BONDURANT LIBRARY
BONDURANT IA 50035

Item		Qty	Price	Amount
COOLER RENTAL D0981 15141950879 – NO DELIVERY:	 [Tx] DONE OFF RTE	 1 @ –	 9.50	 9.50

Sales	9.50
Subtotal	9.50
Sales Tax	0.67
INVOICE TOTAL	**10.17**
Previous Balance	18.67
Account Balance	**28.84**

Received By:

Next Delivery: 07/20/2021

PAYMENT TERMS: NET 15 DAYS FROM END OF MONTH
Interest charged on accounts past due = 2% month, 24% per year
Past due accounts will be assessed a minimum $5.00 late fee

Thank you for your business!

New price list effective July, 2021
E-mail sales@ccbw.com or call 515-265-2324 for details
about our coffee & breakroom services!

$10.17
+ ($24.17)
($14.00)

Crystal Clear Water Co.
3717 Delaware Avenue
Des Moines, IA 50313
515-265-2324

Invoice # 935033
Tue, Jul 06 2021, 03:17pm
Driver: Moran, Michael
Rte-Day-Stop: 20-26-OFF

Account # 022631
STORY CONSTRUCTION / 20409
104 2ND ST NE
BONDURANT LIBRARY
BONDURANT IA 50035

Item		Qty	Price	Amount
D0503 EQUIP RETURN		1 @	0.00	0.00
D0982 RENT CREDIT	[Tx]	-1 @	9.50	-9.50

Sales	-9.50
Bottle Refund	-14.00

Deposit Detail

Deposit Type 1	Deliv: 0	Ret: 2	Net: -2

Subtotal	-23.50
Sales Tax	-0.67
INVOICE TOTAL	**-24.17**
Previous Balance	18.67
Account Balance	**-5.50**

******* CREDIT BALANCE *******
DO NOT PAY

Equipment Picked Up

Type: WHITE Serial #: 15141950879

Received By:

PAYMENT TERMS: NET 15 DAYS FROM END OF MONTH
Interest charged on accounts past due = 2% month, 24% per year
Past due accounts will be assessed a minimum $5.00 late fee

Thank you for your business!

New price list effective July, 2021

LARRY FLECK & SON TRUCKING LLC
1460 S. Shadyview Blvd.
Pleasant Hill, IA 50327

Invoice

Date	Invoice #
4/22/2021	FS21/111287

Phone #
515-250-1515

PAST DUE

Bill To
Story Construction 2810 Wakefield Circle Ames, IA 50010

Date	Quantity	Description	Rate	Amount
4/20/2021	3.96	Tons of C & D	43.00	170.28
	1	30 Yard 31580767	200.00	200.00
		Bondurant Library 104 2nd Street NE		
		Polk County Sales Tax 7%	7.00%	0.00

RECEIVED
JUL 22 2021
STORY CONSTRUCTION

Credit Card Processing Fees:
3.50% + $0.15 per Manually Enterted Transaction.

Total	$370.28
Payments/Credits	$0.00
Balance Due	$370.28

$370.28
+ $309.65
$679.93

Invoice

1460 S. Shadyview Blvd.
Pleasant Hill, IA 50327

Date	Invoice #
7/13/2021	FS21/113173

Phone #
515-250-1515

Bill To
Story Construction 2810 Wakefield Circle Ames, IA 50010

Date	Quantity	Description	Rate	Amount
7/12/2021	2.55	Tons of C & D	43.00	109.65
	1	30 Yard 3163161l	200.00	200.00
		Bondurant Library		
		Polk County Sales Tax 7%	7.00%	0.00

RECEIVED
JUL 16 2021
STORY CONSTRUCTION

Credit Card Processing Fees:
3.50% + $0.15 per Manually Enterted Transaction.

Total	$309.65
Payments/Credits	$0.00
Balance Due	$309.65

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly At Your Service
800-329-6261
MidAmericanEnergy.com

> Date Billed: 07/15/21
> Account Number: 55751-40003
> Invoice 514806493

> Page 1 of 3

Total Amount Due by 08/06/21 $10.70

A late payment charge of $0.16 will be assessed if payment is received after 08/06/21.

Service For:
STORY CONSTRUCTION
104 2ND ST NE; TEMP OH
BONDURANT IA 50035

Current Charges Summary

> Last Bill	> Payments and Credits	> New Charges
$25.35	$25.35	$10.70

Payments and Credits Applied to Your Account

06/23/21	Check	$25.35

New Charges This Month

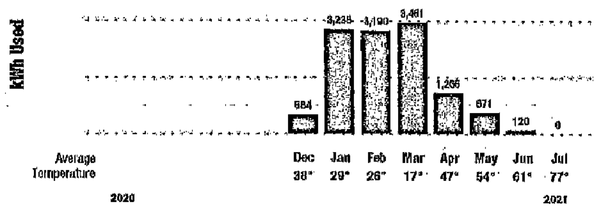
Electric Charges	$10.70

See details about this bill on Page 3

You Used

Electric Usage

	Last Year	Current
Monthly kWh Usage	-	0
Number of Days	-	33
Average Temperature	-	77°
Average Cost per Day	-	$0.32
Average Usage per Day	-	0.00



RECEIVED
JUL 19 2021
STORY CONSTRUCTION

▶ [Keep]
▶ [Send]

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly At Your Service

> Account Number: 55751-40003

Total Amount Due by 08/06/21 $10.70

For online bill payment log in to My Account at MidAmericanEnergy.com

ICF601970028030201001110

☐ Monthly ☐ One Time

$ ______ My Contribution ☐ $5 ☐ $10 ☐ $20

I want to contribute to the Renewable Advantage Program

30797 1 AB 0.428
*********ALL FOR AADC 500
STORY CONSTRUCTION
2810 WAKEFIELD CIR
AMES IA 50010-7725

MidAmerican Energy Company
PO Box 8020
Davenport IA 52808-8020

01005575140003900000001070000000001086000000000006

MIDAMERICAN ENERGY COMPANY
Obsessively, Relentlessly At Your Service
800-329-6261
MidAmericanEnergy.com

› Date Billed: 07/15/21
› Account Number: 55751-40003
› Invoice 514806493

› Page 3 of 3

Total Amount Due by 08/06/21 $10.70

A late payment charge of $0.16 will be assessed if payment is received after 08/06/21.

Electric Charges Detail

Meter No: S42197716

33 Billing Days		
Company Reading	07/07/21	12519
Company Reading	06/04/21	12519
Total kWh		**0**

Rate: GE General Energy Summer

Supply and Delivery	**$10.00**
▶ Basic Service Charge	$10.00
Taxes and Fees	**$0.70**
▶ 1.00% Local Option Tax	$0.10
▶ 6.00% State Sales Tax	$0.60
Total	**$10.70**

ICFS01070020020020200100
STORY CONSTRUCTION

STORY CONSTRUCTION

Labor Breakdown

Job: Bondurant Community Library Expansion
Job # 20409
Recap # 12

Period	Job Title	Hours	Rate	Total
July	Superintendents	24.00	82.00	1,968.00
	Project Engineers	3.00	64.00	192.00
	Engineering Interns	14.00	34.00	476.00
	Construction Foremen - II	1.00	46.00	46.00
	Skilled Construction Workers	7.50	44.00	330.00
Totals		**49.50**		**$ 3,012.00**

* Steel/Metal Building Rate

INVOICE

INVOICE NO: 1806819-0

INVOICE DATE: July 14, 2021

REMIT TO:
TEAM Services, Inc.
717 S.E. 6th Street
Des Moines, IA 50309
ph: 515-282-8818
fax: 515-282-8741
ID No. 42-1416550

BILL TO:
Accounts Payable
Story Construction
2810 Wakefield Circle
Ames, IA 50010

PROJECT: **Bondurant Community Library Expansion**
Bondurant, IA
No: 2-7874

Services for period of 6/1/2021 through 6/30/2021
Reference: Construction Testing Services

ITEM	QTY	UNITS	DESCRIPTION	UNIT PRICE	AMOUNT
1	1.25	hour	Services of Principal Engineer	130.00	162.50
2	0.25	hour	EARTHWORK & SITE GRADING TESTING, Special Inspection of Compacted Fill	49.00	12.25
3	2.00	hour	REINFORCING STEEL INSPECTION, Rebar Special Inspection	49.00	98.00
4	12.10	hour	CONCRETE TESTING, Concrete Special Inspection	49.00	592.90
5	3.00	hour	Sample Pickup	49.00	147.00
6	2.00	hour	Field Inspection of Proofrolling	49.00	98.00
7	18.00	test	Compressive Strength Tests of 4 x 8 in. Cylinder, including Molds	15.00	270.00
8	209.00	mile	Transportation Charges, Private Car or Company Vehicle	0.98	204.82

Invoice Total: 1585.47

Amount Received: $0.00

Amount Due: **$1,585.47**

TERMS: 1.5% Interest per month will be added after 30 days.

Billing summary through: 7/14/2021

Total billed:	$9,286.86
Total Received:	$6,617.52
Balance:	$2,669.34

Budget summary through: 07/15/2021

Project Budget:	$15,744.60
Total Billed:	$9,286.86
Budget Remaining:	$6,457.74

Pay by Credit Card

□ Master Card □ Visa □ Am. Ex. □ Discover

Name on Card :

Card Number :

Exp. Date (MM/YY) :

Invoice Delivery: Email

Invoice 1806819-0 Created: 7/15/2021 9:36:18 AM

TEAM Services, Inc.

ACCESS DOORS AND PANELS

20409 Bondurant Library
K610-0100
Charlie Harris CC.

Thank you Charlie !

Your order number is 52907

An email will be sent containing information about your purchase. If you have any questions about your purchase, email us at info@accessdoorsandpanels.com or call us at 1-800-609-2917.

Order Summary

Print

1 Item

1 x 16" x 16" Surface Mounted Panel - Acudor
Choose a Lock / Latch Screwdriver Operated Cam Latch $0.00 - Standard

$48.50

Subtotal	$48.50
Shipping	$22.68
Tax	$0.00
Total (USD)	$71.18

$71.18
$21.60
$38.30
$39.16
$77.31
$150.00
$238.27
$199.35
$5.01
$41.18
($36.04)
+ ($45.94)
$799.38

Use Your BIG CARD 2% REBATE

MENARDS 20409 1509 6006

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit Voucher if the return is done after 10/04/21

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

LOCTITE HIGHPERF ADHESIV
5202684 2 @6.97 13.94
3M ORIGINAL 14DAY 2"
5641006 6.25
Painter's tape
TOTAL 20.19
TAX ALTOONA-IA 7% 1.41
TOTAL SALE 21.60
VISA CREDIT 2862 21.60
PO # 20409
Auth Code:006507
Chip Inserted
a0000000031010
TC--3a57fb5a24d4a1e5

TOTAL NUMBER OF ITEMS = 3

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
697

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Robert

01722 05 8454 07/06/21 08:15AM 3153

Use Your BIG CARD 2% REBATE
MENARDS®
20409
1504 0006

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/07/21

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

40PK TERRY TOWELS * 6488949	4.99	ST
1/4 FLAT WASHER 18PC 2321130	1.18	GM
1/4" X 2" LAG SCREW 40PC 2323044	3.69	GM
6X1-1/4" DRYWALL SCREW 2303664	7.99	GM
1/4 X 1 FENDER WASHER 2329552	3.99	GM
8X 1-1/2 PH PN SMS WHT Z 2010227 3 @0.99 screws	2.97	ST
IMPACT NUTSETTER SET 5PC 2526878	10.99	ST
24" MAG I-BEAM LVL 2443327 Level	~~19.97~~	ST NB $21.37
TOTAL	55.77	
TAX ALTOONA-IA 7%	3.90	
TOTAL SALE	59.67	
VISA CREDIT 2862	59.67	

$38.30

PO # 20409
Auth Code:009632
Chip Inserted
a0000000031010
TC - a89f8ae1720b7484

TOTAL SAVINGS 5.99

TOTAL NUMBER OF ITEMS = 10

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
697

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Calleen

50982 03 7412 07/09/21 07:42AM 3153

20409.09
504 0006

How doers get more done.

2335 SE DELAWARE AVE ANKENY, IA 50021
STORE MANAGER JASEN RANDELS 515-963-1890

2107 00051 34812 07/14/21 08:50 AM
SALE SELF CHECKOUT

045242484713 SDS BULL <A>		16.97
MILWAUKEE BULL POINT SDS+		
045242484720 SDS SCHIS <A>		19.97
MILWAUKEE FLAT CHISEL 3/4"X10" SDS +		
	SUBTOTAL	36.94
	SALES TAX	2.22
	TOTAL	$39.16

XXXXXXXXXXXX2862 VISA USD$ 39.16
TA
AUTH CODE 014008/7514339
Chip Read
AID A0000000031010 VISA CREDIT

P.O.#/JOB NAME: 20409

2107 07/14/21 08:50 AM

2107 51 34812 07/14/2021 2539

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/12/2021

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 72020 69964
PASSWORD: 21364 69913

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Use Your BIG CARD 2% REBATE
MENARDS

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/14/21

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

20409
1504 0006

Sale Transaction

SEALBEST CONCRETE SEALER		
5581750	3 @16.84	50.52 GM
PURDY 9"X1/4" WD COVER Paint Roller		
5610805	2 @5.99	11.98 ST
MASTER 9" KWIK CHG FRAME		
5611692	Paint Roller Frame	6.98 ST
48" STEEL POLE		
5629530	Paint pole	2.77 GM ST
TOTAL		72.25
TAX ALTOONA-IA 7%		5.06
TOTAL SALE		77.31
VISA CREDIT 2862		77.31

PO # 20409
Auth Code:016786
Chip Inserted
a0000000031010
TC 86d2c2bbbdc0bb56

TOTAL NUMBER OF ITEMS = 7

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
726

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Nina

STORE 2103 W Des Moines
3700 University Ave
West Des Moines, IA 50266
(515)457-1460

Rental Center Hours
MON 6A-8P TUE 6A-8P WED 6A-8P THU 6A-8P FRI 6A-8P SAT 6A-8P SUN 8A-8P

20409
2935
0100

CONTRACT #: **206178**
Status: CLOSED
CHARLIE HARRIS
513 NE 13TH ST
GRIMES, IA 50111
(515) 290-4750

ACTUAL DURATION
23 Hours, 59 Minutes

BALANCE RETURNED TODAY
-$45.94

Deposit Trans:	Register #: 90	Transaction #: 97098	PO #: 20409	Date: 07/20/21	eDeposit #: 2103210720073381120617811
Refund Trans:	Register #: 90	Transaction #: 98187	PO #: 20409	Date: 07/21/21	eDeposit #: 2103210720073381120617811

Customer Name:	CHARLIE HARRIS	Date out:	07/20/2021 - 3:38 PM	Contract Created By:	sds2vti
		Date Due:	07/21/2021 - 3:38 PM	Checked In By:	sds2vti
		Date In:	07/21/2021 - 3:37 PM		

Tool Description	Charges	Amount
Vibratory Plate Compactor 14" (06-603-17363) IN	Tool Rental Fee	$86.00
	SubTotal	$86.00

Rental Subtotal	$86.00
Damage Protection*	$12.90
Sales Tax	$5.16
Contract Total	**$104.06**
Deposit - PAID 07/20/21 (VISA ending 2862)	-$150.00
Balance Returned (VISA ending 2862)	~~-$45.94~~
Outstanding Balance	$0.00

7/21/21 —

* 15% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

20409
2935
0100

Use Your BIG CARD 2% REBATE MENARDS®

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/19/21

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

Sand

INDUSTRIAL HANDYSAND 50L		
1891344	10 @5.99	59.90
PAVER LOCKING SAND		
1891155	2 @16.49	32.98
8FT GRN EDGING W/STKS		
2683010	10 @12.98	129.80
TOTAL		222.68
TAX ALTOONA-IA 7%		15.59
TOTAL SALE		238.27
VISA CREDIT 2862		238.27
PO #	20409	

Auth Code:021529
Chip Inserted
a0000000031010
TC - 3ad2353ca464a5fd

TOTAL NUMBER OF ITEMS = 22

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
727

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Peg

9469 11 7810 07/21/21 08:00AM 3153

20409
2935 0100

Use Your BIG CARD 2% REBATE

MENARDS®

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 10/19/21

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Sale Transaction

INDUSTRIAL HANDYSAND 50L sand
1891344 4 @5.99 23.96
9X100 FABRIC POLYWEB 20Y
2682585 2 @22.98 45.96
GARDEN STAPLES 500PK
2682692 29.99
ORDER 71806
BLACK MULCH PICK
1803038 30 @2.88 86.40
END OF ORDER

TOTAL 186.31
TAX-ALTOONA-IA-7% 13.04
TOTAL SALE 199.35
VISA CREDIT 2862 199.35
PO # 20409
Auth Code:021072
Chip Inserted
a0000000031010
TC - 3c9125187f185642

TOTAL NUMBER OF ITEMS = 37

THE FOLLOWING REBATE RECEIPTS WERE PRINTED FOR THIS TRANSACTION:
727

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Peg

20409
1504 0006

THE HOME DEPOT
How doers get more done.

2335 SE DELAWARE AVE. ANKENY, IA 50021
STORE MANAGER JASEN RANDELS 515-963-1890

2107 00062 87940 07/21/21 01:15 PM
SALE SELF CHECKOUT

038753310138 PVC CEMENT <A> 4.73
8OZ PVC CEMENT REGULAR CLEAR

SUBTOTAL 4.73
SALES TAX 0.28
TOTAL $5.01
XXXXXXXXXXXX2862 VISA USD$ 5.01

AUTH CODE 021540/0621623 TA
Chip Read
AID A0000000031010 VISA CREDIT

P.O.#/JOB NAME: 20409

2107 07/21/21 01:15 PM

2107 62 87940 07/21/2021 4622

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/19/2021

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 178276 176231
PASSWORD: 21371 176169

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

20409
1504 0006

How doers
get more done.

2335 SE DELAWARE AVE, ANKENY IA 50021
STORE MANAGER JASEN RANDELS 515-963-1890

2107 00051 62680 07/27/21 12:50 PM
SALE SELF CHECKOUT

058060678066 ANCHORS <A> 10.98
FLIPTOGGLE 1/4 X 2-1/2 + BOLT 10 PK
058060004322 WDPLUS #10 <A> 27.87
WALLDRILLER PLUS #10 + SCREWS (X50)

SUBTOTAL 38.85
SALES TAX 2.33
TOTAL $41.18
XXXXXXXXXXXX2862 VISA USD$ 41.18
TA
AUTH CODE 027979/4515596
Chip Read
AID A0000000031010 VISA CREDIT

P.O.#/JOB NAME: 20409

2107 07/27/21 12:50 PM

2107 51 62680 07/27/2021 6071

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 1 90 10/25/2021

****
DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 127756 125700
PASSWORD: 21377 125649

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Use Your BIG CARD
MENARDS

20409
1504 0006

MENARDS - ALTOONA
370 36th Avenue SW
Altoona, IA 50009

If you have questions regarding the charges on your receipt, please email us at:
ALTOfrontend@menards.com

Merchandise Return

SEALBEST CONCRETE SEALER
5581750 16.84-
ORIG STORE: 3153 7 4141 07/16/2021
SEALBEST CONCRETE SEALER
5581750 16.84-
ORIG STORE: 3153 7 4141 07/16/2021

TOTAL 33.68-
TAX: ALTOONA-IA 7% 2.36-
TOTAL SALE 36.04-
VISA 2862 36.04-
076721
Keyed
PO #

TOTAL NUMBER OF ITEMS = 2

GUEST COPY

Menards has released this transaction to your financial institution. Your financial institution is responsible for processing this refund to your account. Please contact your financial institution for fund availability.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

THANK YOU, YOUR CASHIER, Abby

80878 60 3459 07/16/21 02:34PM 3153

STORE 2103 W Des Moines
3700 University Ave
West Des Moines, IA 50266
(515)457-1460

Rental Center Hours
MON 6A-8P TUE 6A-8P WED 6A-8P THU 6A-8P FRI 6A-8P SAT 6A-8P SUN 8A-8P

20409
2935
0100

CONTRACT #: 206178
Status: CLOSED
CHARLIE HARRIS
513 NE 13TH ST
GRIMES, IA 50111
(515) 290-4750

Scanned with CamScanner

ACTUAL DURATION
23 Hours, 59 Minutes

BALANCE RETURNED TODAY
-$45.94

Deposit Trans: Register #: 90 Transaction #: 97098 | PO #: 20409 Date: 07/20/21 | eDeposit #: 21032107200733811206178 11
Refund Trans: Register #: 90 Transaction #: 98107 | PO #: 20409 Date: 07/21/21 | eDeposit #: 21032107200733811206178 11

Customer Name:	CHARLIE HARRIS	Date Out:	07/20/2021 - 3:38 PM	Contract Created By:	sds2vtl
		Date Due:	07/21/2021 - 3:38 PM	Checked In By:	sds2vtl
		Date In:	07/21/2021 - 3:37 PM		

Tool Description	Charges	Amount
Vibratory Plate Compactor 14" (06-603-17363)	Tool Rental Fee	$86.00
	SubTotal	$86.00

Rental Subtotal	$86.00
Damage Protection*	$12.90
Sales Tax	$5.16
Contract Total	**$104.06**
Deposit - PAID 07/20/21 (VISA ending 2862)	-$150.00
Balance Returned (VISA ending 2862)	-$45.94
Outstanding Balance	$0.00

* 15% of Rental Subtotal if applicable.

RENTAL FEE CALCULATOR DISCLAIMER

Home Depot uses a Rental Calculator to insure our customers to get the lowest rates possible for the time they had the tool.

TERMS & CONDITIONS

I agree that no representative of The Home Depot is authorized to make any promise, warranty, or representation to me other than those reflected in writing in the Agreement. I agree to the Terms & Conditions and understand that the Agreement cannot be modified or changed except in writing signed by both parties. With respect to equipment I am renting, I have received the equipment referenced in the Agreement. In the event that I am returning equipment, I acknowledge and agree that I am returning the listed rental equipment, the total charges are correct, and additional charges may apply if the equipment is returned damaged.

Bondurant
108 Lincoln St NE
Bondurant IA

-Original-
Date: 06/29/21
Time: 07:09:05
Receipt No: 82756

Card Num: xxxxxxxxxx3600

VISA
Ref. number: 002185

Pump : 2
Product : RoadMaster XL
Quantity : 4.390 Gal
SALE : $13.17
PPU : $2.999
Total Sale: $13.17

Authorized by:

Thank you
for your patronage
Please come again

$13.17
$13.40
$106.14
$52.07
+ $59.12
$243.90

Casey's General
Store #1861
1455 GRANT ST S
BONDURANT, IA 50035

Date 06/28/2021
Time 08:06

VI
############3600

Pump	Gallons	Price
03	4.467	$ 2.999

Product	Amount
DSL2B	$ 13.40

Total Sale $ 13.40

SALE - Card Swiped
Auth # 043958
Merch #

Visa
XXXXXXXXXXXX3600
Swiped

06/28/2021 08:04:55

I agree to pay the
above Total Amount
according to Card
Issuer Agreement.

Visit
CaseysFeedback.com
Take a Short Survey
and be entered to
Win a $500 Caseys
Gift Card!

Survey Code:
1861-9903060202-0806

Thank You !!!
Please Come Again.
515-957-8910

21847

20409
1511 0110
GEN FUEL

Bondurant
108 Lincoln St NE
Bondurant IA

-Original-
Date: 06/30/21
Time: 12:37:07
Receipt No: 02808

Card Num: xxxxxxxxxxx9485
WI
Ref. number: 375217

Pump : 4
Product : RoadMaster XL
Quantity : 35.393 Gal
SALE : $106.14
PPU : $2.999
Total Sale: $106.14

Vehicle No: 9999
Authorized by:

Thank you
for your patronage
Please come again

Amy Kelly 21847

From:	Charlie Harris
Sent:	Tuesday, August 3, 2021 12:15 PM
To:	Amy Kelly
Subject:	CamScanner 08-03-2021 12.12 - Page 1.pdf
Attachments:	CamScanner 08-03-2021 12.12.pdf

Amy,
I cant locate the receipt from 7/7. It was fuel for generator. 20409 1511 0110. $52.07

Thanks,
Charlie

Get Outlook for Android

1

21847

20409
GEN FUEL

WELCOME TO
[illegible] MART
[illegible] LINCOLN ST
BONDURANT, IA 50035

DATE 7/14/21 13:44
TRAN# 9011224
PUMP# 01
SERVICE LEVEL: SELF
PRODUCT: GREEN
GALLONS: 20.394
PRICE/G: $2.899
FUEL SALE $59.12
CREDIT $59.12

WRIGHT EXP
***************9485
Entry:Swiped
Auth #: 498669
Odometer: 113733
Veh #: 21847
Resp Code: 000
Stan: 01771066889
Invoice #: 188501
BP SITE ID: 9472598

THANK YOU
HAVE A NICE DAY

ZIEGLER Power Systems CAT
901 West 94th Street
Minneapolis MN 55420-4236

Minnesota 800-352-2812
Iowa 800-342-7002
Missouri 800-342-7002
Wisconsin 800-342-7002

Invoice

Invoice	IN000166204
Date	7/7/2021
Account #	8652300
Page	1 / 1

Sold to: STORY CONSTRUCTION CO
2810 WAKEFIELD CIR
AMES, IA 50010-7725

Ship to: ZIEGLER INC.
1500 ZIEGLER DR NW
ALTOONA, IA 50009-7200

Salesperson	**PO Number**	**Terms**
Al Fulton	20409	AR - Net 10th of the Following Month
Contract Number	**Period Number**	**Invoice Type**
EGRC000000773	2.00	Rental

Model	Description	Invoice From	Invoice To	Qty	Unit Price	Amount
XQ20	XQ20 Serial Number: GBE02140 Equipment ID: G6328	6/10/2021	7/7/2021	1.00	1,230.00	1,230.00

RECEIVED
JUL 12 2021
STORY CONSTRUCTION

Comments
Rental rates are determined based on the duration of the rental (daily, weekly, monthly) and for diesel generators and compressors usage hours.

Subtotal	1,230.00
Sales Tax	0.00
Total	**$1,230.00**

Credit card payments are only accepted at Point of Sale.
A service charge of 1 1/2% per month will be assessed on all past due accounts.

STORY CONSTRUCTION CO
2810 WAKEFIELD CIR
AMES, IA 50010-7725

Invoice	IN000166204
Date	7/7/2021
Account #	8652300

Please Remit to:

Ziegler Inc.
SDS 12-0436
PO BOX 86
MINNEAPOLIS,MN 55486-0436

Amount Due: **$1,230.00**

Amount Enclosed:

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.f.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution ratifying the Bid submitted to the City of Lake Mills for an 2013 F-150 XL 4x4 Pickup

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: At the September 7 Council meeting, City staff discussed the need to purchase an additional vehicle for use by the newly-created Public Works position. The position will address code compliance and stormwater compliance issues and needs a vehicle. Purchasing a new vehicle at this time is difficult due to delays in availability. Staff became aware of the possibility to submit a bid for a 2013 F-150 XL 4x4 pickup that is currently for sale by the City of Lake Mills, Iowa. Because staff became aware of the possibility after the September 7 Council agenda had been published, we were not able to include that item on the September 7 agenda for consideration. Bids for the vehicle were due by September 14, 2021 at 2:00 p.m. Staff raised the option of submitting a bid and ratifying the action at a future Council meeting during discussion at the September 7 meeting. Council gave staff direction to lodge a bid for the vehicle in an amount up to $27,000. After additional review of the vehicle and market values, staff submitted a bid by the due date in the amount of $20,001. The attached resolution ratifies the bid submitted to Lake Mills.

FUNDING SOURCE: Road Use Tax Fund/General Fund/Utility Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-253
2. Lake Mills Vehicle Announcement

CITY OF BONDURANT
RESOLUTION NO. 210920-253

RESOLUTION RATIFYING THE BID SUBMITTED TO THE CITY OF LAKE MILLS FOR AN F-150 XL 4X4 PICKUP

WHEREAS, the City of Bondurant recently created an additional Public Works position that includes code and stormwater enforcement responsibilities; AND

WHEREAS, Code Enforcement Official will need to regularly conduct city business outside of the office setting, requiring an additional vehicle; AND

WHEREAS, the current timeline to purchase a new vehicle is a wait of six to nine months; AND

WHEREAS, Staff became aware of the possibility to submit a bid for a 2013 F-150 XL 4x4 pickup that is currently for sale by the City of Lake Mills, Iowa, after the September 7 City Council agenda has been published; AND

WHEREAS, the deadline to submit for bids was 2:00 p.m. on September 14, 2021; AND

WHEREAS, staff raised the option of submitting a bid and ratifying the action at a future Council meeting during discussion at the September 7 meeting. Council gave staff direction to lodge a bid for the vehicle in an amount up to $27,000; AND

WHEREAS, City staff conducted additional research into the vehicle and determined a fair amount to bid for the vehicle was $20,001.00.,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the bid to Lake Mills for the 2013 F-150 XL 4x4 pickup in the above-referenced amount is hereby ratified.

Passed this 20th day of September 2021,

By: ______________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

The City of Lake Mills, Iowa, is accepting bids for the following:

2013 F-150 XL 4X4

Regular Cab; 8' box 32,000 miles; Automatic; 3.7L V6; PW;PL; Cruise; Cloth seats; Vinyl flooring; new tires

Sealed bids will be accepted at City Hall, 200 N 1st Ave W, Lake Mills, IA 50450, until Tuesday, September 14th at 2PM.

Please specify "**<u>2013 Pickup Bid</u>**" on sealed envelope

To view the vehicle or if you have any questions, please call 641-592-2441 between 7 AM and 4 PM.

The City of Lake Mills reserves the right to reject any and all bids.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.g.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving Pay Request No. 5 to Concrete Technologies Inc. for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project in the amount of $65,453.57

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay request no. 5 to Concrete Technologies Inc. in the amount of $65,453.57 related to Commerce Crossings Phase 2 Public Infrastructure Improvement Project.

This pay application is for work completed from August 31st through September 10th, 2021.

Commerce Crossings is an economic development project, developing industrial and commercial areas between 32nd Street and Interstate 80 and bordered by Grant Street, S.

FUNDING SOURCE: TIF/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-254
2. Pay Request No. 5

CITY OF BONDURANT
RESOLUTION NO. 210920-254

RESOLUTION APPROVING PAY APPLICATION #4 TO CONCRETE TECHNOLOGIES INC. FOR THE COMMERCE CROSSINGS PHASE 2 PUBLIC IMPROVEMENT PROJECT IN THE AMOUNT OF $65,453.57

WHEREAS, the Commerce Crossings Phase 2 Public Improvements Project Pay Application #5 was submitted; AND

WHEREAS, Engineers from Shive-Hattery and City Staff have reviewed the pay application for accuracy and recommended approved of the above-referenced amount; AND

WHEREAS, the pay application is for work completed from August 31 through September 10, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Application #5 for Concrete Technologies Inc. in the above-referenced amount is hereby approved.

Passed this 20th day of September 2021,

By: ____
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

PAY REQUEST 5

Owner: **CITY OF BONDURANT**
200 2ND STREET NE
BONDURANT, IA 50035

Contractor: **Concrete Technologies Inc.**
1001 SE 37th St.
Grimes, IA 50111

PROJECT TITLE:	**COMMERCE CROSSINGS DEVELOPMENT PUBLIC IIMPROVEMENTS, PHASE 2**	
S-H PROJECT FILE NUMBER:	**4194870**	
ORIG. CONTRACT AMOUNT & DATE:	**$1,963,849.83**	**06/07/21**
ESTIMATED COMPLETION DATE:	**June 10, 2022**	
PAY PERIOD:	**08/31/2021 - 09/10/2021**	
PAY REQUEST NUMBER:	**5**	
DATE:	**September 13, 2021**	

BID ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	CONTRACTOR BID UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED TO DATE	VALUE COMPLETED TO DATE
1	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	6890.00	$ 3.15	$ 21,703.50	6,890.00	$ 21,703.50
2	EXCAVATION, CLASS 10, RDWY & BORROW	CY	9160.00	$ 3.50	$ 32,060.00	9,160.00	$ 32,060.00
3	SUBGRADE PREPARATION, 12 IN.	SY	10624.00	$ 2.65	$ 28,153.60	0.00	$ -
4	SUBGRADE TREATMENT, CEMENT STABILIZATION	TON	406.00	$ 325.00	$ 131,950.00	0.00	$ -
5	MODIFIED SUBBASE, 6 IN.	SY	10624.00	$ 11.25	$ 119,520.00	0.00	$ -
6	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10 IN	LF	447.00	$ 75.50	$ 33,748.50	523.00	$ 39,486.50
7	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 15 IN	LF	278.00	$ 56.75	$ 15,776.50	0.00	$ -
8	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 18 IN	LF	556.00	$ 56.75	$ 31,553.00	0.00	$ -
9	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 24 IN	LF	466.00	$ 70.50	$ 32,853.00	195.00	$ 13,747.50
10	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 30 IN	LF	221.00	$ 92.50	$ 20,442.50	121.00	$ 11,192.50
11	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 36 IN	LF	124.00	$ 112.50	$ 13,950.00	124.00	$ 13,950.00
12	STORM SWR G-MAIN, TRENCHED, RCAP CLASS III, 18 IN EQ.	LF	233.00	$ 105.00	$ 24,465.00	65.00	$ 6,825.00
13	CONCRETE APRONS, 36 IN	EACH	2.00	$ 3,410.00	$ 6,820.00	2.00	$ 6,820.00
14	SUBDRAIN, LONGITUDINAL, 4 IN. PVC	LF	3669.00	$ 19.00	$ 69,711.00	0.00	$ -
15	SUBDRAIN, OUTLETS AND CONNECTIONS	EACH	42.00	$ 305.00	$ 12,810.00	0.00	$ -
16	LOCATING TILE LINES	STA	18.50	$ 575.00	$ 10,637.50	0.00	$ -
17	REPAIR TILE LINES, UNSPECIFIED SIZE AND TYPE	LF	370.00	$ 8.50	$ 3,145.00	0.00	$ -
18	WATER MAIN, TRENCHED, PVC, 8 IN.	LF	214.00	$ 44.25	$ 9,469.50	214.00	$ 9,469.50
19	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	1930.00	$ 60.00	$ 115,800.00	1,930.00	$ 115,800.00
20	WATER MAIN, TRENCHLESS, PVC, 12 IN.	LF	80.00	$ 151.00	$ 12,080.00	80.00	$ 12,080.00
21	FITTINGS, DUCTILE IRON	LB	3910.00	$ 6.50	$ 25,415.00	4,143.00	$ 26,929.50
22	GATE VALVE ASSEMBLY, DIP, 8 IN.	EACH	5.00	$ 2,205.00	$ 11,025.00	6.00	$ 13,230.00
23	GATE VALVE ASSEMBLY, DIP, 12 IN.	EACH	6.00	$ 3,570.00	$ 21,420.00	7.00	$ 24,990.00
24	FIRE HYDRANT ASSEMBLY, WM-201	EACH	5.00	$ 5,250.00	$ 26,250.00	5.00	$ 26,250.00
25	TEMPORARY FLUSHING AND BLOWOFF DEVICE	EACH	3.00	$ 4,305.00	$ 12,915.00	5.00	$ 21,525.00
26	VALVE BOX EXTENSION	EACH	1.00	$ 1,050.00	$ 1,050.00	1.00	$ 1,050.00
27	CONNECTION TO EXISTING WATER SYSTEM	EACH	2.00	$ 2,835.00	$ 5,670.00	3.00	$ 8,505.00
28	REMOVAL AND ABATEMENT OF TRANSITE PIPE	LS	1.00	$ 5,250.00	$ 5,250.00	1.00	$ 5,250.00
29	SANITARY SEWER MANHOLE , SW-301, 48 IN	EACH	2.00	$ 4,300.00	$ 8,600.00	2.00	$ 8,600.00
30	STORM SEWER MANHOLE , SW-401, 48 IN	EACH	1.00	$ 2,835.00	$ 2,835.00	0.00	$ -
31	STORM SEWER MANHOLE , SW-401, 60 IN	EACH	1.00	$ 3,885.00	$ 3,885.00	0.00	$ -
32	STORM SEWER MANHOLE , SW-401, 96 IN	EACH	1.00	$ 9,240.00	$ 9,240.00	1.00	$ 9,240.00
33	INTAKE, DOUBLE GRATE, SW-505	EACH	9.00	$ 3,570.00	$ 32,130.00	0.00	$ -
34	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EACH	12.00	$ 6,040.00	$ 72,480.00	0.00	$ -
35	REMOVE STORM SEWER INTAKE	EACH	1.00	$ 1,575.00	$ 1,575.00	2.00	$ 3,150.00

36	STD / S-F PCC PAVEMENT, CLASS C-SUD, 9 IN.	SY	9048.00	$ 73.00	$ 660,504.00	0.00	$ -
37	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	STA	16.90	$ 380.00	$ 6,422.00	0.00	$ -
38	RECREATIONAL TRAIL, PCC, 6 IN.	SY	1920.00	$ 52.00	$ 99,840.00	0.00	$ -
39	DETECTABLE WARNINGS	SF	140.00	$ 39.00	$ 5,460.00	0.00	$ -
40	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TON	234.70	$ 35.75	$ 8,390.53	0.00	$ -
41	PAVEMENT REMOVAL	SY	1157.00	$ 9.25	$ 10,702.25	694.20	$ 6,421.35
42	TRAFFIC SIGNALIZATION	LS	1.00	$ 72,715.00	$ 72,715.00	0.00	$ -
43	PAINTED PAVEMENT MARKINGS, DURABLE	STA	52.40	$ 180.00	$ 9,432.00	0.00	$ -
44	PAINTED PAVEMENT SYMBOLS AND LEGENDS, DURABLE	EACH	11.00	$ 230.00	$ 2,530.00	0.00	$ -
45	PAVEMENT MARKINGS REMOVED	STA	6.40	$ 315.00	$ 2,016.00	0.00	$ -
46	TRAFFIC CONTROL	LS	1.00	$ 9,135.00	$ 9,135.00	0.35	$ 3,197.25
47	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	ACRE	3.20	$ 1,415.00	$ 4,528.00	0.00	$ -
48	HYDRAULIC SEEDING, FERTILIZING, TYPE 5	ACRE	3.20	$ 340.00	$ 1,088.00	0.00	$ -
49	SWPPP PREPARATION	LS	1.00	$ 1,050.00	$ 1,050.00	1.00	$ 1,050.00
50	SWPPP MANAGEMENT	LS	1.00	$ 3,675.00	$ 3,675.00	0.35	$ 1,286.25
51	FILTER SOCK, 8 IN.	LF	500.00	$ 1.60	$ 800.00	0.00	$ -
52	REMOVAL OF FILTER SOCK	LF	500.00	$ 0.55	$ 275.00	0.00	$ -
53	TEMPORARY RECP, WOOD EXCELSIOR MAT	SQ	627.00	$ 1.85	$ 1,159.95	0.00	$ -
54	RIP-RAP, CLASS E	TON	23.00	$ 77.75	$ 1,788.25	0.00	$ -
55	SILT FENCE OR DITCH CHECK	LF	2850.00	$ 1.60	$ 4,560.00	950.00	$ 1,520.00
56	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT	LF	2850.00	$ 0.05	$ 142.50	0.00	$ -
57	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE	LF	2850.00	$ 0.05	$ 142.50	0.00	$ -
58	STABILIZED CONSTRUCTION ENTRANCE	SY	139.00	$ 11.50	$ 1,598.50	0.00	$ -
59	EROSION CONTROL MULCHING, HYDROMULCH	ACRE	6.40	$ 2,470.00	$ 15,808.00	0.00	$ -
60	INTAKE PROTECTION DEVICE	EACH	21.00	$ 158.00	$ 3,318.00	1.00	$ 158.00
61	INLET PROTECTION DEVICE, REMOVAL OF SEDIMENT	EACH	21.00	$ 52.50	$ 1,102.50	0.00	$ -
62	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	EACH	21.00	$ 26.25	$ 551.25	0.00	$ -
63	MOWING	ACRE	6.40	$ 105.00	$ 672.00	0.00	$ -
64	MOBILIZATION	LS	1.00	$ 43,500.00	$ 43,500.00	0.55	$ 23,925.00
65	CONCRETE WASHOUT	LS	1.00	$ 4,555.00	$ 4,555.00	0.00	$ -
CO 1.1	TRAFFIC SIGNALIZATION - ALTERNATE SUPPLIER	LS	1.00	$ 2,787.00	$ 2,787.00	0.00	$ -
CO 2.1	SIGNAL CONDUIT, 4 IN., REMOVE AND REPLACE	LS	1.00	$ 3,880.00	$ 3,880.00	0.00	$ -
CO 2.2	SANITARY SEWER, 8 IN., CORE DRILL AND STUB OUT	LS	1.00	$ 8,250.00	$ 8,250.00	0.00	$ -
				TOTAL	**$ 1,978,766.83**		**$ 469,411.85**

MATERIALS STORED SUMMARY				
	Description	# of Units	Unit Price	Extended Cost
				$ -
			TOTAL	$ -

PAY REQUEST SUMMARY				
			Total Approved	Total Completed
		Contract Price	$ 1,963,849.83	$ 469,411.85
		Approved Change Order #	CO#1 $ 2,780.00	
		Approved Change Order #	CO#2 $ 12,138.00	
		Revised Contract Price	$ 1,978,767.83	$ 469,411.85
			Materials Stored	$ -
			Retainage (5%)	$ 23,470.59
			Liquidated Damages	
			Total Earned Less Retainage	$ 445,941.26
Total Previously Approved (list each)	Pay Request 1		$26,744.66	
	Pay Request 2		$32,668.82	
	Pay Request 3		$125,856.11	
	Pay Request 4		$195,218.09	
			Total Previously Approved	$380,487.68
			Amount Due This Request	**$ 65,453.57**
			Percent Complete	24%
			Percent of Contract Period Utilized	27%

The amount of: $65,453.57 is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By:
Concrete Technologies Inc.	Shive-Hattery	City of Bondurant
Signature: Trent D Peterson	Signature: [signature]	Signature: John Horton (Digitally signed by John Horton Date: 2021.09.14 09:21:09 -05'00')
Name: Trent Peterson	Name: David Fiehler, PE	Name: John Horton
Title: Project Manager	Title: Project Engineer	Title: Public Works Director
Date: 9-13-2021	Date: 9/13/2021	Date:

Owner: City of Bondurant **Approved by: x** ______________________ **Date: x** ________________

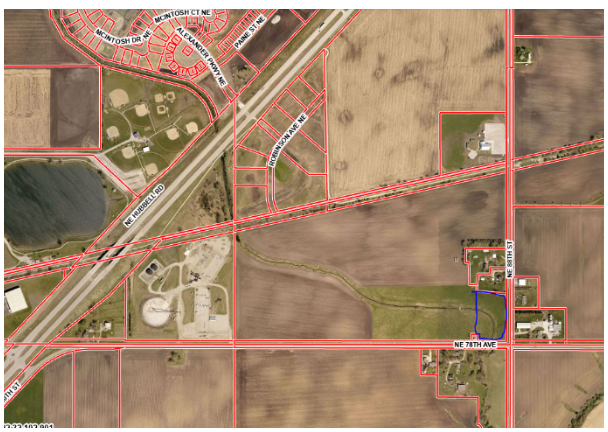
BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.h.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving David Ross Plat of Survey (Parcel 2021-117)

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

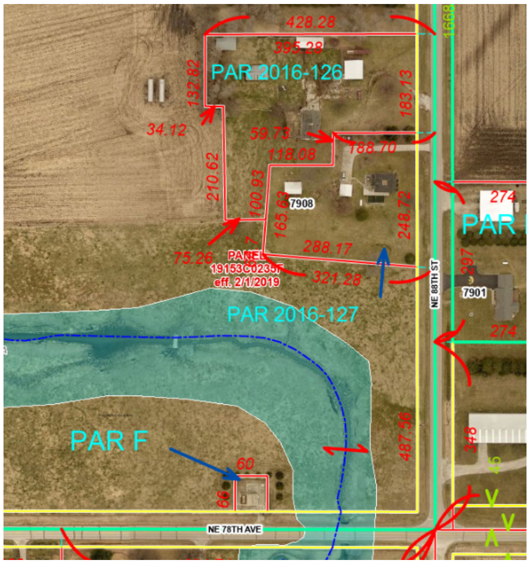
BRIEF HISTORY & ANALYSIS: The City is in receipt of the attached David Ross Plat of Survey which will create a 3.68-acre parcel within Bondurant's city limits at the northwest corner of 2nd Street NE (NE 78th Avenue) and NE 88th Street in the area circled in blue below.



The plat of survey was prepared by Ross Land Surveying Inc. This property is currently owned by David Ross. This property is zoned as being within the City's Agricultural (A-1) District. The split proposed meets the minimum lot size requirements of the A-1 District.

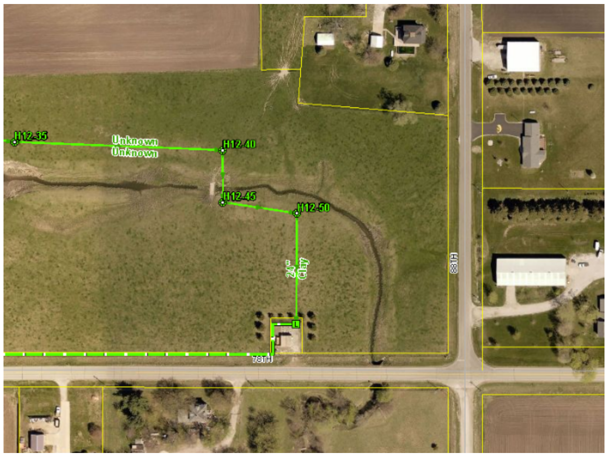
It is anticipated the property owner adjacent to this plat of survey site to the north at 7908 NE 88th Street will purchase the parcel being created. A Zoning Code clarification item has been included as part of the attached resolution relative to a future lot tie agreement if an accessory structure is ever proposed on this new parcel being created.

FEMA's 100-year floodplain is located on this site - see the area in blue below. If development were to ever occur on this new parcel being created, it will need to comply with Chapter 165 of the City Code, titled Floodplain Management.



The City's Stream Buffer Ordinance is located on this site - see the area outlined in purple below. Per an amended Chapter 167 of the City Code, titled Stream Buffer Protection and Management, recently approved by Council on September 7th, 2021, this area in purple is subject to City of Bondurant ownership or easement. Easement is preferred by the City - this has been factored in as part of the attached resolution.

The area in green below shows the City's sanitary sewer mains in the area. If this site were to connect to this sanitary sewer, the owner must pay the Urban Service Area Sanitary Sewer Connection Fee District fee prior to building permit issuance.



Bob Veenstra, City Engineer, reviewed the plat of survey and noted the following:

1. The plat of survey should be updated to show both street areas as being 45' wide for the 1/2 portion adjacent to this Ross site. Easements (instead of fee title) are okay at this time since this is a plat of survey document and not a detailed preliminary plat.

Planning and Zoning reviewed the plat at its September 9, 2021 meeting and recommends the attached resolution which includes the following City Code clarification items:

1. The plat of survey must be updated to show 45'-wide street easement areas adjacent to this site instead of 33'-wide street areas.
2. ~~That approval of the plat of survey is subject to City Council's approval of the amended Chapter 167 of the City Code.~~ *Item removed from City Council resolution, as it no longer applies since Chapter 167 was amended during the September 7th Council meeting.*
3. That a stream buffer easement must be recorded prior to the City releasing the plat of survey resolution for recording.
4. Acknowledgement that the 100-year floodplain is located on this site, and if development occurs it shall meet all requirements of Chapter 165 of the City Code, titled Floodplain Management.
5. That if the owner adjacent to the north at 7908 NE 88th Street purchases this Parcel 2021-117, a lot tie agreement will be required prior to building permit approval of an accessory structure on this new parcel. Accessory structures are subject to the requirements of Section 177.04 of the Zoning Code.
6. That if this site connects to the area sanitary sewer main, payment to the City's Urban Service Area Connection Fee District is required prior to building permit issuance.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210920-255
2. David Ross Plat of Survey

CITY OF BONDURANT
RESOLUTION NUMBER _______

RESOLUTION APPROVING THE DAVID ROSS PLAT OF SURVEY (PARCEL 2021-117)

WHEREAS, Ross Land Surveying Inc. submitted the David Ross Plat of Survey described as follows, AND:

ALL THAT PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH PM, IN THE CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°59'11" WEST ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 29, A DISTANCE OF 312.15 FEET; THENCE NORTH 00°00'49" EAST, A DISTANCE OF 99.00 FEET TO THE NORTHEAST CORNER OF PARCEL F AS SHOWN IN BOOK 11859, PAGE 771 IN THE OFFICE OF THE POLK COUNTY IOWA RECORDER; THENCE NORTH 89°59'11" WEST ALONG THE NORTH LINE OF SAID PARCEL F, A DISTANCE OF 8.23 FEET; THENCE NORTH 00°04'15" WEST, A DISTANCE OF 413.99 FEET TO THE SOUTHWEST CORNER OF PARCEL 2016-127, AS SHOWN IN BOOK 16093, PAGE 862 IN SAID RECORDER'S OFFICE; THENCE SOUTH 85°26'46" EAST ALONG SAID PARCEL 2016-127, A DISTANCE OF 321.28 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2016-127 AND THE EAST LINE OF THE SE1/4 OF SAID SECTION 29; THENCE SOUTH 00°04'15" EAST ALONG SAID LINE, A DISTANCE OF 487.56 FEET TO THE POINT OF BEGINNING, CONTAINING 3.66 ACRES, MORE OR LESS, AND SUBJECT TO A PUBLIC ROADWAY EASEMENT, CONTAINING 0.58 ACRES, MORE OR LESS, AND SUBJECT TO ANY OTHER EASEMENT OR RESTRICTIONS OF RECORD.

WHEREAS, the parcel being created meets minimum lot size requirements of the City's Agricultural (A-1) District, AND;

WHEREAS, the Planning and Zoning Commission reviewed this Plat of Survey request during their September 9th, 2021 meeting and recommended approval subject to the following City Code clarification items:

1. The plat of survey must be updated to show 45'-wide street easement areas adjacent to this site instead of 33'-wide street areas.
2. That a stream buffer easement must be recorded prior to the City releasing the plat of survey resolution for recording.

3. Acknowledgement that the 100-year floodplain is located on this site, and if development occurs it shall meet all requirements of Chapter 165 of the City Code, titled Floodplain Management.
4. That if the owner adjacent to the north at 7908 NE 88th Street purchases this Parcel 2021-117, a lot tie agreement will be required prior to building permit approval of an accessory structure on this new parcel. Accessory structures are subject to the requirements of Section 177.04 of the Zoning Code.
5. That if this site connects to the area sanitary sewer main, payment to the City's Urban Service Area Connection Fee District is required prior to building permit issuance.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA: that the David Ross Plat of Survey (Parcel 2021-117) is hereby approved as recommended by the Planning & Zoning Commission.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 20th day of September, 2021.

By: ______________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

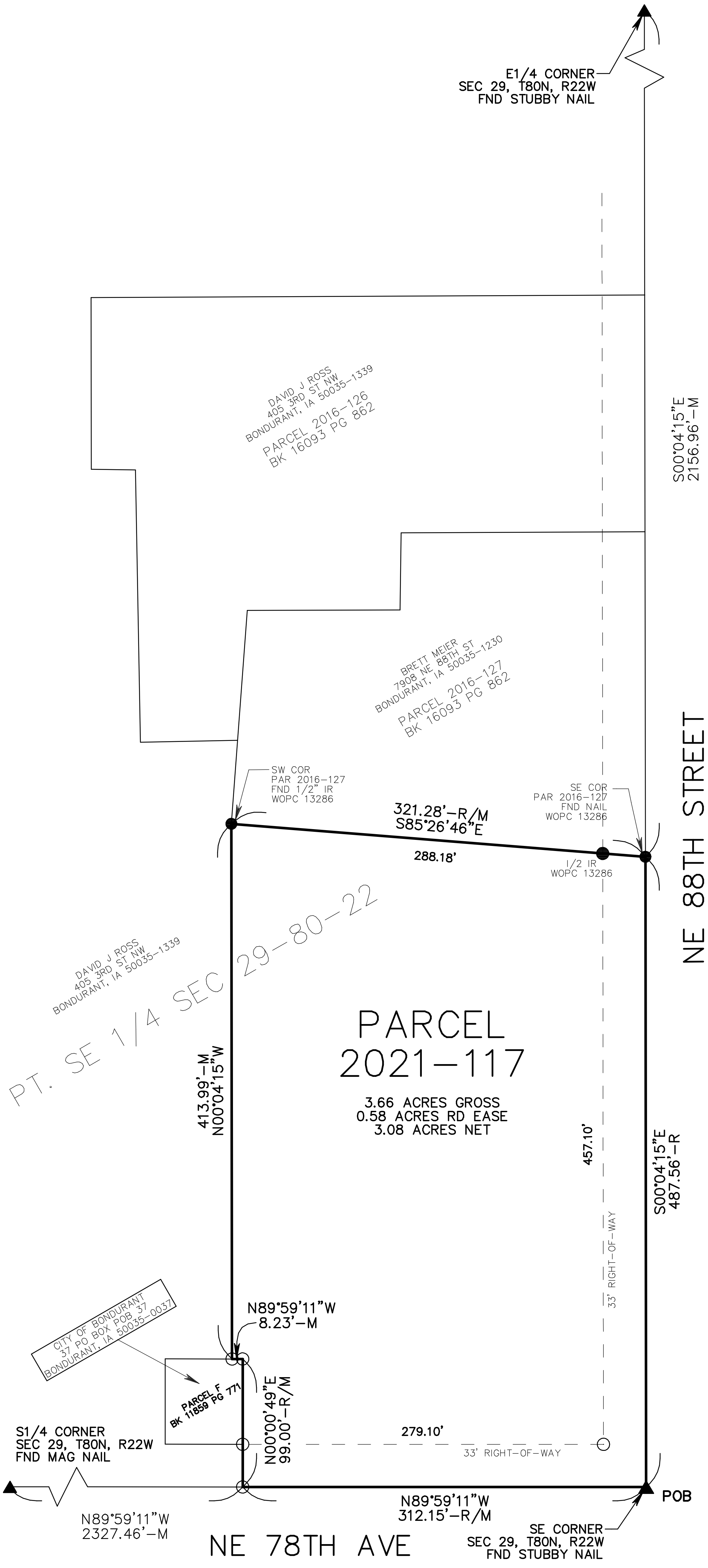
Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

AREA ABOVE FOR RECORDATION ONLY

INDEX LEGEND	
LOCATION:	POLK COUNTY, BONDURANT, IOWA SE1/4 SEC 29–80–22
REQUESTOR:	DAVID J. ROSS
PROPRIETOR:	DAVID J ROSS 405 3RD ST NW BONDURANT, IA 50035–1339
SURVEYOR:	GREGORY L ROSS, IA PLS NO. 13286
COMPANY:	ROSS LAND SURVEYING, INC PO BOX 336, JOHNSTON, IA 50131
RETURN TO:	ROSS LAND SURVEYING, INC PO BOX 336, JOHNSTON, IA 50131
INDEX LEGEND	

PLAT OF SURVEY

SECTION 29–80–22

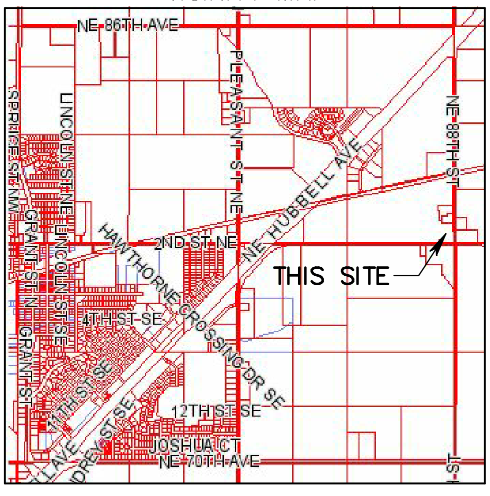


LEGAL DESCRIPTION–PARCEL 20121–117

ALL THAT PART OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH PM, IN THE CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE NORTH 89°59'11" WEST ALONG THE SOUTH LINE OF THE SE1/4 OF SAID SECTION 29, A DISTANCE OF 312.15 FEET; THENCE NORTH 00°00'49" EAST, A DISTANCE OF 99.00 FEET TO THE NORTHEAST CORNER OF PARCEL F AS SHOWN IN BOOK 11859, PAGE 771 IN THE OFFICE OF THE POLK COUNTY IOWA RECORDER; THENCE NORTH 89°59'11" WEST ALONG THE NORTH LINE OF SAID PARCEL F, A DISTANCE OF 8.23 FEET; THENCE NORTH 00°04'15" WEST, A DISTANCE OF 413.99 FEET TO THE SOUTHWEST CORNER OF PARCEL 2016–127, AS SHOWN IN BOOK 16093, PAGE 862 IN SAID RECORDER'S OFFICE; THENCE SOUTH 85°26'46" EAST ALONG SAID PARCEL 2016–127, A DISTANCE OF 321.28 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2016–127 AND THE EAST LINE OF THE SE1/4 OF SAID SECTION 29; THENCE SOUTH 00°04'15" EAST ALONG SAID LINE, A DISTANCE OF 487.56 FEET TO THE POINT OF BEGINNING, CONTAINING 3.66 ACRES, MORE OR LESS, AND SUBJECT TO A PUBLIC ROADWAY EASEMENT, CONTAINING 0.58 ACRES, MORE OR LESS, AND SUBJECT TO ANY OTHER EASEMENT OR RESTRICTIONS OF RECORD.

VICINITY MAP



NOTE: ACCORDING TO THE FIRM MAP, PANEL 19153C0235F, WITH EFFECTIVE DATE OF 2/1/2019 A PORTION OF THIS PARCEL FALLS IN ZONE A.

ross LAND SURVEYING Inc.
PO Box 336,
Johnston, Iowa 50131
PH 515 254 2567
rosslandsurveying.com

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

PROFESSIONAL LAND SURVEYOR
GREGORY L. ROSS
L.S. #13286
IOWA

Signed Date

GREGORY L. ROSS, PLS
Iowa License. No. 13286

My license renewal date is December 31, 2022

PAGES COVERED: 1

●	--FOUND CORNER
○	--SET 1/2" IR with orange plastic cap #13286
⊡	--CALCULATED CORNER ONLY
⊠	--CUT "X"
▲	--SECTION CORNER
IP/GP	--IRON PIPE/GAS PIPE
IR	--IRON ROD
M	--MEASURED DISTANCE
R	--RECORDED DISTANCE
W[Y]PC [#]	--WITH [COLOR ABBREVIATION] PLASTIC CAP [SURVEYOR LICENSE NUMBER]

GRAPHIC SCALE 1"=100'

0 100'

JOB NO. 5300 2021–POS

FIELD WORK DONE: JULY 2021
BEARING=SPCS IA SOUTH ZONE

PLAT OF SURVEY
FOR
DAVID J. ROSS

AT
88TH ST AND 78TH AVE
BONDURANT, IOWA
PT. SE14 SECTION 29
TOWNSHIP 80 NORTH
RANGE 22 WEST
POLK COUNTY, IOWA

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

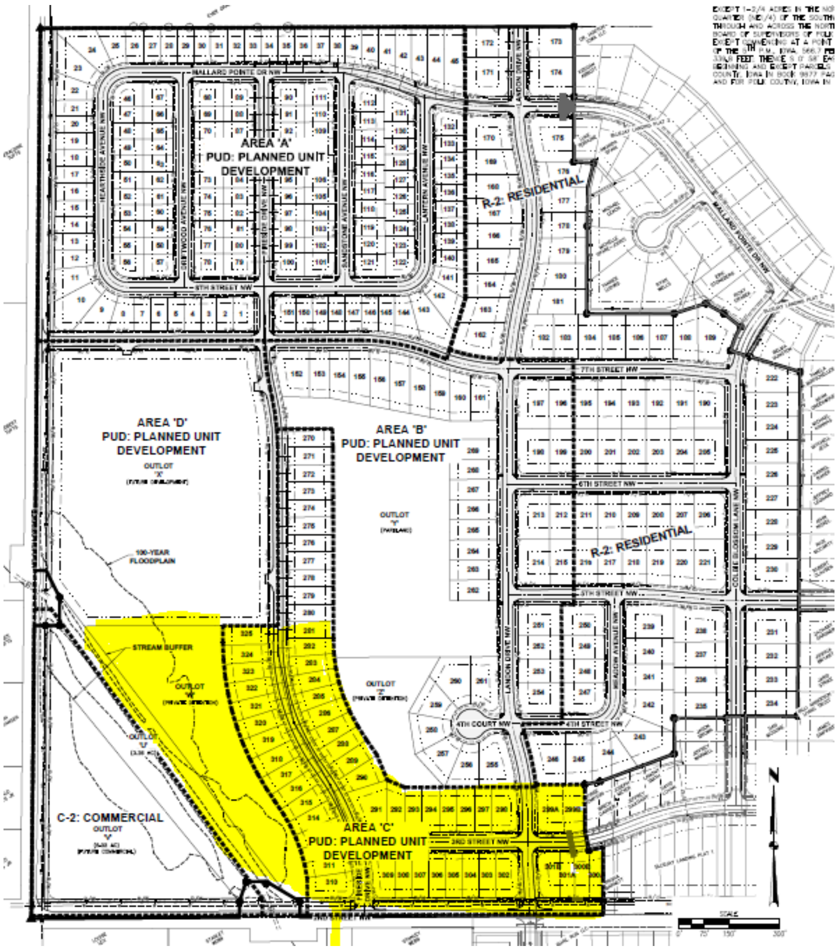
Item No. 5.i.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving Harvest Meadows Final Plat 1

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: For review by City Council is approval of the Harvest Meadows Plat 1 Final Plat. The developer is Kimberley Development Corporation. The plat was submitted by Civil Design Advantage (CDA). The Harvest Meadows Preliminary Plat, which encompassed this current Harvest Meadows Plat 1 Final Plat area, was reviewed and approved by City Council on August 3, 2020. This current Plat 1 Final Plat area contains 47 lots for single-family detached development and 6 lots for single-family attached development. This Plat 1 Final Plat area is located along 2nd Street NW just west of the western edge of 3rd Street NW. Also included in this Harvest Meadows Plat 1 Final Plat area is a 4-acre private detention pond area.

The map below highlights the portion of the Harvest Meadows Preliminary Plat included in this Harvest Meadows Plat 1 Final Plat:



Section 180.4.13 of the Zoning Code requires City Council review and approval of a final plat. When considering subdivision plats, City Council should take into account the following: Future Land Use (Comprehensive Plan), Zoning, Parkland Dedication, Utilities, Transportation, Natural Features, and Comments from City Officials.

Future Land Use (Comprehensive Plan): the Future Land Use Map was reviewed as part of the rezoning process. In summary, the Future Land Use Map guides for a majority of this area as being low-density residential development, which is consistent with the single-family detached development included as part of this Plat 1 Final Plat area.

Zoning: this land is zoned as being within the City's Planned Unit Development (R-5) District. The Harvest Meadows Plat 1 Final Plat notes/shows the setbacks shown on the approved Harvest Meadows Preliminary Plat. It should be noted that there was an error on the cover page of the approved Harvest Meadows Preliminary Plat where the cover page listed differing setbacks for the single-family detached lots than what was shown on all other pages of the preliminary plat and construction plans; this cover page has been since been corrected on a resubmitted Harvest Meadows Prleiminary Plat to have for future reference.

Parkland Dedication: the approved Harvest Meadows Preliminary Plat shows a 6.94-acre public park. This public park area is not included as part of this current final plat and will be included as part of a future final plat.

Utilities: this Harvest Meadows Plat 1 Final Plat area is located within the City's NW Trunk Sewer Connection Fee District; the enclosed resolution notes that payment into this district is required prior to the City releasing the resolution for recording. This land also falls within the identified Franklin Street NW/NE 64th Street Water Connection Fee District; the enclosed resolution notes that payment into this district is required prior to the City releasing the resolution for recording. The attached resolution also notes that public infrastructure improvements must be inspected and approved by the Public Works Director prior to the City releasing the resolution for recording.

Transportation: A traffic impact study was required as part of the Harvest Meadows Preliminary Plat review and approval process. The resolution approving the Harvest Meadows Preliminary Plat included notes regarding developer payment of 1.c and 1.d of the study; this has been factored in as part of the attached resolution.

This Harvest Meadows Plat 1 Final Plat area includes construction of two new north/south street connections that connect south out to the 2nd Street NW corridor. Landon Drive NW is the eastern street connection out to 2nd Street NW. This new Landon Street NW aligns with Landon Street NW south of 2nd Street NW. The western street connection out to 2nd Street NW is Fireside Drive NW.

The approved Harvest Meadows Preliminary Plat shows a 10'-wide trail along the 2nd Street NW right-of-way, which is consistent with what is shown as part of the 2013 Parks, Trails, & Greenway Master Plan. This trail has not been constructed. The resolution approving the Harvest Meadows Preliminary Plat noted the following: that further coordination will need to take place with the City ensure the exact location and cost-sharing of the public trail area.

Natural Features: land that falls within the City's Stream Buffer Ordinance regulation area is located immediately adjacent to the west of this Harvest Meadows Plat 1 Final Plat area and will be considered when a future Harvest Meadows final plat is reviewed by Council.The 100-year floodplain is also located west of this current Harvest Meadows Plat 1 Final Plat area.

Comments from City Officials:

- City Engineering - still reviewing; this has been factored in as part of the attached resolution.
- Public Works - noted that an inspection must be performed prior to releasing the resolution for recording.
- Fire Department - still reviewing; this has been factored in as part of the attached resolution.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-256
2. Harvest Meadows Plat 1 Final Plat

CITY OF BONDURANT
RESOLUTION NO. 210920-256

RESOLUTION APPROVING THE HARVEST MEADOWS PLAT 1 FINAL PLAT

WHEREAS, Civil Design Advantage submitted the Harvest Meadows Plat 1 Final Plat; AND

WHEREAS, the owner/developer is Kimberley Development Corporation; AND

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

A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 11A, BLUEJAY LANDING PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF BONDURANT; THENCE SOUTH 00°02'29" EAST ALONG THE WESTERLY LINE OF SAID BLUEJAY LANDING PLAT 1, A DISTANCE OF 138.14 FEET; THENCE SOUTH 11°44'36" EAST CONTINUING ALONG SAID WESTERLY LINE, 60.00 FEET; THENCE EASTERLY CONTINUING ALONG SAID WESTERLY LINE AND A CURVE CONCAVE NORTHERLY WHOSE RADIUS IS 630.00 FEET, WHOSE ARC LENGTH IS 43.20 FEET AND WHOSE CHORD BEARS NORTH 76°17'33" EAST, 43.19 FEET; THENCE SOUTH 00°09'06" EAST CONTINUING ALONG SAID WESTERLY LINE, 203.41 FEET TO THE SOUTHWEST CORNER OF SAID BLUEJAY LANDING PLAT 1; THENCE SOUTH 89°38'28" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 904.57 FEET TO THE EASTERLY LINE OF PARCEL 2 AS SHOWN ON THE ROW ACQUISITION PLAT RECORDED IN BOOK 9677, PAGE 514; THENCE NORTH 00°21'32" WEST ALONG SAID EASTERLY LINE, 46.25 FEET; THENCE NORTH 59°00'33" WEST CONTINUING ALONG SAID EASTERLY LINE, 51.43 FEET; THENCE NORTH 37°25'48" WEST, 164.71 FEET; THENCE NORTH 35°53'39" WEST, 291.60 FEET; THENCE NORTH 37°20'20" WEST, 374.82 FEET; THENCE NORTH 37°26'04" WEST, 164.16 FEET; THENCE NORTH 89°50'11" EAST, 547.63 FEET; THENCE NORTH 00°09'49" WEST, 271.28 FEET; THENCE NORTH 89°50'11" EAST, 195.00 FEET; THENCE SOUTH 00°09'49" EAST, 310.00 FEET; THENCE SOUTH 01°56'34" EAST, 45.06 FEET; THENCE SOUTH 07°07'19" EAST, 44.09 FEET; THENCE SOUTH 12°19'56" EAST, 44.09 FEET; THENCE SOUTH 17°32'34" EAST, 44.09 FEET; THENCE SOUTH 23°00'51" EAST, 48.50 FEET; THENCE SOUTH 28°44'46" EAST, 48.50 FEET; THENCE SOUTH 33°29'30" EAST, 49.33 FEET; THENCE SOUTH 33°38'41" EAST, 55.18 FEET; THENCE SOUTH 22°09'31" EAST, 80.12 FEET; THENCE SOUTH 67°04'19" EAST, 56.53 FEET; THENCE NORTH 89°50'11" EAST, 332.27 FEET; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 620.00 FEET, WHOSE ARC LENGTH IS 7.09 FEET AND WHOSE CHORD BEARS NORTH 06°59'21" WEST, 7.09 FEET; THENCE NORTH 89°50'11" EAST, 206.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.07 ACRES (743,605 SQUARE FEET). THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WHEREAS, the Harvest Meadows Plat 1 Final Plat area is zoned as being within the City's Planned Unit Development (R-5) District.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Harvest Meadows Plat 1 Final Plat is hereby approved subject to the following City Code items being addressed:

1. That this resolution approving the Harvest Meadows Plat 1 Final Plat shall not be released for recording until after the NW Trunk Sewer Connection Fee District fees have been paid.
2. That this resolution approving the Harvest Meadows Plat 1 Final Plat shall not be released for recording until after the (future) Franklin Street Water Connection Fee District fees have been paid.
3. That this resolution approving the Harvest Meadows Plat 1 Final Plat shall not be released for recording until after the Public Works Director has inspected and approved any remaining public improvements.
4. That as noted on the resolution approving the Harvest Meadows Preliminary Plat, that the Development Agreement must take into account developer payment for

future City implementation of 1.c and 1.d of the Harvest Meadows Traffic Impact Study.

5. That the required as-builts shall be submitted to the City.
6. That the required 4-year maintenance bonds shall be submitted to the City.
7. That should any additional City Code comments be received from City Engineering, Public Works, or the Fire Department, the final plat must be updated accordingly.

Passed this 20th day of September 2021,

By: ___________________________________

Curt Sullivan, Mayor

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

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

____

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Enos				
McKenzie				
Elrod				

HARVEST MEADOWS PLAT 1

FINAL PLAT

INDEX LEGEND

LOCATION: PT SW1/4 SEC 25-80-23
BONDURANT, POLK COUNTY, IOWA

REQUESTOR: KIMBERLEY DEVELOPMENT CORPORATION

PROPRIETOR: KIMBERLEY DEVELOPMENT CORPORATION
2785 N. ANKENY BLVD STE. 22
ANKENY, IA 50023

SURVEYOR: MICHAEL A. BROONER

SURVEYOR COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY & RETURN TO: CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH: 515-369-4400

OWNER / DEVELOPER

KIMBERLEY DEVELOPMENT CORPORATION
CONTACT: BILL KIMBERLEY
2785 N. ANKENY BLVD STE. 22
ANKENY, IA 50023

ENGINEER / SURVEYOR

CIVIL DESIGN ADVANTAGE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111

ZONING

R-5 PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

BULK REGULATIONS

SETBACKS

FRONT: 20' (ONE FAMILY)
30' (TWO FAMILY)

REAR: 25' (ONE FAMILY)
35' (TWO FAMILY)

SIDE: LESS THAN 2-STORY: 5' MIN/10' TOTAL
MORE THAN 2-STORY: 7' MIN/14' TOTAL

MIN. LOT WIDTH: 50' (ONE FAMILY)
85' (TWO FAMILY)

MIN. LOT AREA: 6,500 SF (ONE FAMILY)
10,000 SF (TWO FAMILY)

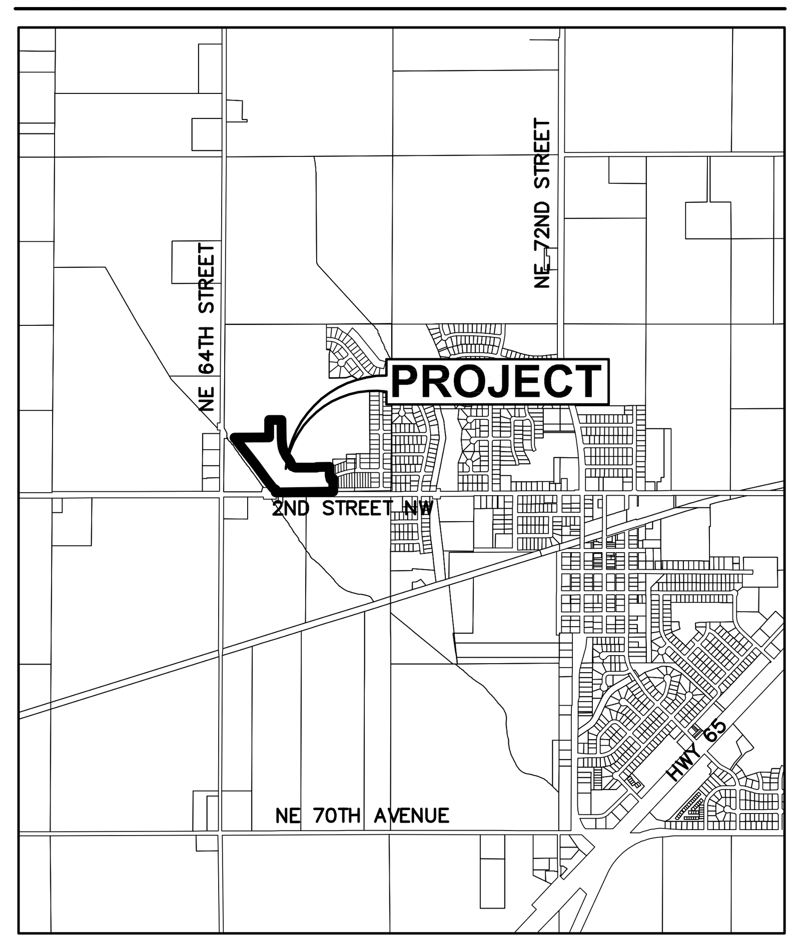
DATE OF SURVEY

APRIL 23, 2021

LEGEND

	FOUND	SET
SECTION CORNER AS NOTED	▲	△
1/2" REBAR, YELLOW PLASTIC CAP#16747 (UNLESS OTHERWISE NOTED)	●	
1/2" REBAR, YELLOW PLASTIC CAP#15980 (UNLESS OTHERWISE NOTED)		○
MEASURED BEARING & DISTANCE	M	
RECORDED BEARING & DISTANCE	R	
DEEDED BEARING & DISTANCE	D	
PUBLIC UTILITY EASEMENT	P.U.E.	
CURVE ARC LENGTH	AL	
LOT ADDRESS	(1234)	
CENTERLINE		
SECTION LINE		
EASEMENT LINE		
BUILDING SETBACK LINE		
PLAT BOUNDARY		

VICINITY MAP



BONDURANT, IOWA

PLAT DESCRIPTION

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NOTES

1. ANY SET MONUMENTATION SHOWN ON THIS PLAT WILL BE COMPLETED WITHIN ONE YEAR FROM THE DATE THIS PLAT WAS RECORDED.
2. LOTS MAY BE SUBJECT TO MINIMUM PROTECTION ELEVATIONS AND OTHER ELEVATION RESTRICTIONS NOT SHOWN ON THIS PLAT. REFER TO THE APPROVED PROJECT ENGINEERING DOCUMENTS FOR ANY ELEVATION RESTRICTIONS.
3. ALL HOMES ARE REQUIRED TO HAVE A MINIMUM 2-CAR GARAGE.
4. A LANDSCAPE BUFFER OF TREES SHALL BE PROVIDED ON THE LOTS THAT BACK UP TO 2ND STREET NW AT THE TIME EACH LOT CONSTRUCTS A HOME.

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	0°01'48"	600.00'	0.31'	N78°16'18"E	0.31'
C2	11°32'59"	220.00'	44.35'	N84°03'41"E	44.27'
C3	5°15'24"	500.00'	45.87'	N03°47'36"W	45.86'
C4	6°15'28"	500.00'	54.61'	N03°17'33"W	54.58'
C5	6°49'18"	650.00'	77.39'	N03°34'28"W	77.34'
C6	14°43'50"	650.00'	167.11'	N08°14'29"W	166.65'
C7	18°21'40"	650.00'	208.30'	N24°47'14"W	207.41'
C8	33°48'15"	650.00'	383.50'	N17°03'57"W	377.96'
C9	4°21'11"	620.00'	47.10'	N02°20'24"W	47.09'
C10	5°12'38"	620.00'	56.38'	N07°07'19"W	56.36'
C11	5°12'38"	620.00'	56.38'	N12°19'56"W	56.36'
C12	5°12'38"	620.00'	56.38'	N17°32'34"W	56.36'
C13	5°43'55"	620.00'	62.03'	N23°00'51"W	62.00'
C14	5°43'55"	620.00'	62.03'	N28°44'46"W	62.00'
C15	2°21'21"	620.00'	25.49'	N32°47'24"W	25.49'
C16	1°35'00"	680.00'	18.79'	N33°10'34"W	18.79'
C17	3°56'51"	680.00'	46.85'	N30°24'38"W	46.84'
C18	9°23'50"	680.00'	111.53'	N23°44'18"W	111.40'
C19	71°07'27"	25.00'	31.03'	N54°36'06"W	29.08'
C20	90°00'00"	25.00'	39.27'	S44°50'11"W	35.36'
C21	43°14'59"	25.00'	18.87'	N21°27'40"E	18.43'
C22	4°01'34"	620.00'	43.57'	N02°10'36"W	43.56'
C23	6°29'52"	620.00'	70.31'	S03°24'45"E	70.27'
C24	6°31'09"	680.00'	77.37'	N03°25'24"W	77.33'
C25	90°00'00"	25.00'	39.27'	N45°09'49"W	35.36'
C26	11°38'22"	190.00'	38.60'	S84°01'00"W	38.53'
C27	3°58'45"	630.00'	43.75'	N76°19'03"E	43.74'
C28	9°49'01"	250.00'	42.84'	N83°14'49"E	42.78'
C29	1°40'52"	250.00'	7.33'	N88°59'45"E	7.33'
C30	90°00'00"	25.00'	39.27'	N44°50'11"E	35.36'
C31	6°15'28"	470.00'	51.33'	N03°17'33"W	51.31'
C32	2°46'22"	530.00'	25.65'	N05°02'06"W	25.65'
C33	86°30'54"	25.00'	37.75'	N46°54'22"W	34.26'
C34	94°20'53"	25.00'	41.17'	S42°39'44"W	36.67'
C35	1°54'36"	470.00'	15.67'	S05°28'00"E	15.67'
C36	6°15'28"	530.00'	57.89'	S03°17'33"E	57.86'
C37	90°00'00"	25.00'	39.27'	S45°09'49"E	35.36'
C38	99°38'31"	25.00'	43.48'	N40°00'55"E	38.20'
C39	6°57'09"	680.00'	82.51'	N06°19'46"W	82.46'
C40	87°18'38"	25.00'	38.10'	N46°30'30"W	34.52'
C41	63°51'05"	25.00'	27.86'	N57°54'38"E	26.44'
C42	93°11'14"	25.00'	40.66'	S43°14'34"W	36.32'
C43	4°57'00"	620.00'	53.56'	S05°49'33"E	53.55'
C44	5°12'38"	620.00'	56.38'	S10°54'22"E	56.36'
C45	5°12'38"	620.00'	56.38'	S16°07'00"E	56.36'
C46	5°12'38"	620.00'	56.38'	S21°19'37"E	56.36'
C47	5°12'38"	620.00'	56.38'	S26°32'15"E	56.36'
C48	4°49'30"	620.00'	52.21'	S31°33'19"E	52.20'
C49	3°35'05"	680.00'	42.54'	S32°10'31"E	42.54'
C50	4°30'11"	680.00'	53.44'	S28°07'54"E	53.43'
C51	4°30'11"	680.00'	53.44'	S23°37'43"E	53.43'
C52	4°05'36"	680.00'	48.58'	S19°19'49"E	48.57'
C53	4°05'36"	680.00'	48.58'	S15°14'13"E	48.57'
C54	4°05'36"	680.00'	48.58'	S11°08'37"E	48.57'
C55	4°05'36"	680.00'	48.58'	S07°03'00"E	48.57'
C56	4°05'36"	680.00'	48.58'	S02°57'24"E	48.57'
C57	0°44'47"	680.00'	8.86'	S00°32'13"E	8.86'
C58	2°21'13"	669.50'	27.50'	N07°57'45"W	27.50'
C59	9°14'02"	680.00'	109.59'	N14°25'21"W	109.47'

LICENSED PROFESSIONAL LAND SURVEYOR
MICHAEL A. BROONER
15980
IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROONER, P.L.S. DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022
PAGES OR SHEETS COVERED BY THIS SEAL:
SHEETS 1 AND 2

REVISIONS	DATE
THIRD SUBMITTAL	09/16/21
SECOND SUBMITTAL	06/21/21
FIRST SUBMITTAL	05/17/21

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: TECH: REVIEW:

CIVIL DESIGN ADVANTAGE

HARVEST MEADOWS PLAT 1
FINAL PLAT
BONDURANT, IOWA

1/2

2008.424

FILE: H:\2020\2008424\DWG\2008424-FINAL PLAT.DWG FILE DATE: 9/16/21 DATE PLOTTED: 9/16/2021 10:27 AM PLOTTED BY: ERIN OLLENDIKE TECH: COMMENT: ENG:

HARVEST MEADOWS PLAT 1

FINAL PLAT

3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410

CIVIL DESIGN ADVANTAGE

ENGINEER: TECH: REVIEW:

REVISIONS	DATE
THIRD SUBMITTAL	09/16/21
SECOND SUBMITTAL	06/21/21
FIRST SUBMITTAL	05/17/21

HARVEST MEADOWS PLAT 1

FINAL PLAT

BONDURANT, IOWA

2/2

2008.424

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.j.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving Pay Request No. 7 to Shive-Hattery for the Construction Services Agreement for Shiloh Rose Parkway & 23rd St. SW Public Improvements Project in the amount of $15,120.00

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to Council the approval of the attached resolution to approve final pay request no. 7 in the amount of $15,120.00 related to the construction services agreement for Project Omega Phases 2 and 3 Public Improvements Project.

This pay application is for work that has been completed through September 10th, 2021.

FUNDING SOURCE: RISE/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-257
2. Pay Request No. 7

CITY OF BONDURANT
RESOLUTION NO. 210920-357

RESOLUTION APROVING PAY REQUEST NO. 7 FOR THE PROFESSIONAL SERVICES AGREEMENT FOR THE PUBLIC IMPROVEMENT PROJECT RELATED TO PROJECT OMEGA TO SHIVE-HATTERY IN THE AMOUNT OF $15,120.00

WHEREAS, the City of Bondurant received pay request No. 7 in the above-referenced amount for the professional services agreement for the Project Omega Public Improvement Project; AND

WHEREAS, the pay application is for work completed through September 10, 2021; AND

WHEREAS, the City Council approves pay request No. 7 for the professional services agreement for the Public Improvement Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that pay request No. 7 in the above-referenced amount for the Public Improvement Project professional services agreement to Shive-Hattery is hereby approved

Passed this 20th day of September 2021,

By: ________________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

INVOICE

Shive-Hattery | PO Box 1599 | Cedar Rapids, IA 52406-1599 | 319.362.0313 | shive-hattery.com

September 13, 2021
Invoice No: 4201901 - 7

Marketa Oliver
City of Bondurant, IA
200 Second Street NE
PO Box 37
Bondurant, IA 50035-0037

Project Omega Public Improvements - Phase 2 & 3
Services provided through September 10, 2021:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Base Contract	504,000.00	100.00	504,000.00	488,880.00	15,120.00
Amend #1 Construction Services	78,600.00	100.00	78,600.00	78,600.00	0.00
Total Fee	582,600.00		582,600.00	567,480.00	15,120.00

Total Fee **15,120.00**

AMOUNT DUE THIS INVOICE **$15,120.00**

CRB

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

ACH PAYMENTS NOW ACCEPTED. PLEASE EMAIL AR@SHIVE-HATTERY.COM FOR DETAILS.

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.k.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving Change Order No. 2 for Adjustment of Contract Quantities for Shiloh Rose Parkway & 23rd St. SW Public Infrastructure Improvement Project (Project Omega) resulting in a contract reduction of $15,565.06

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution approving change order #2, reducing the amount of the contract by ($15,565.06) related to the adjustments that need to be made to zero out the remaining contract quantities to finalize the contract and submit the final reimbursement from RISE.

The original contract sum for Project Omega Public Improvements was $1,713,815.00. Council approved change order #1 for the addition of water service stubs to the land directly south of Omega on 5/2/21, which adjusted the contract price to $1,740,415.00. With this reduction, the final contract price is $1,724,849.94.

This project is fully completed and there is a resolution for Final Pay App #11 which is for the reduction of these quantities and release of retainage to the contractor on this agenda as well.

FUNDING SOURCE: RISE/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-258
2. Change Order No. 2

CITY OF BONDURANT
RESOLUTION NO. 210920-258

RESOLUTION APPROVING CHANGE ORDER #2 TO MCANINCH CORPORATION FOR THE SHILOH ROSE PKWY/23rd St. SW PUBLIC IMPROVEMENT PROJECT IN THE AMOUNT OF ($15,565.06)

WHEREAS, the Shiloh Rose Pkwy/23rd St. SW Roadway Improvements Project Change Order #2 was submitted on September 14th, 2021; AND

WHEREAS, the change order #2 is for reduction in contract quantities to zero everything out; AND

WHERAS, Engineers from Shive-Hattery and City Staff have reviewed the change order for accuracy; AND

WHEREAS, the amount for Change Order #2 is ($15,565.06).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the change order #2 for McAninch Corporation in the amount of ($15,565.06) is hereby approved.

Passed this 20th day of September 2021,

By: ______________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

CITY OF BONDURANT

200 2nd Street NE
Bondurant, IA 50035

CHANGE ORDER 2

Distribution:

Owner	X
Engineer	X
Contractor	X
Const. Mgr.	X

Contractor: **McAninch Corporation**
4001 Delaware Avenue
Des Moines, IA 50313

Project Title	**Shiloh Rose Pkwy / 23rd St SW Roadway Improvements Project**	
S-H Project File Number	**4201900**	
RISE#	**RM-0747(614)--9D-77**	
Orig. Contract Amount & Date	**$1,713,815.00**	**February 1, 2021**
Change Order Number	**2**	
Date	**September 13, 2021**	

THE CONTRACT IS CHANGED AS FOLLOWS:

CO-2: This change order adjusts the bid item as described below:

2.1 - Final Quantity Correction

- **This change order includes the deduction and addition of quantities to account for actual work completed and incorporated in the project vs. the estimated contract quantities at the time of bidding. Items adjusted include:**
  - **39, 40, 44, 45, 46, 47, 48**

Item	Description	Unit	Unit Price	Quantity Adjustment	Value Adjustment
CO 2.1 - 39	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	AC	$2,856.00	0.3	$856.80
CO 2.1 - 40	HYDRAULIC SEEDING, FERTILIZING, TYPE 2	AC	$2,295.00	0.2	$459.00
CO 2.1 - 44	FILTER SOCK, 8 IN.	LF	$1.50	(5,040.0)	($7,560.00)
CO 2.1 - 45	REMOVAL OF FILTER SOCK	LF	$0.20	(5,040.0)	($1,008.00)
CO 2.1 - 46	TEMPORARY RECP, WOOD EXCELSIOR MAT	SQ	$10.70	(610.0)	($6,527.00)
CO 2.1 - 47	RIP-RAP, CLASS E	TON	$49.00	(28.58)	($1,400.42)
CO 2.1 - 48	EROSION STONE	TON	$66.00	(5.84)	($385.44)
			TOTAL		**($15,565.06)**

CHANGE ORDER SUMMARY

The Original Contract Sum was	$1,713,815.00
Net Change by previously authorized Change Orders	$26,600.00
The Contract Sum prior to This Change Order was	$1,740,415.00
The Contract Sum will be **decreased** by this Change Order in the amount of	($15,565.06)
The new Contract Sum including this Change Order will be	**$1,724,849.94**
Aggregate Change Order as a percent of Original Contract	0.64%
The Contract Time will be **changed** by	0 Days
The date of Final Completion as of the date of this Change Order therefore is	October 1, 2021

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE (if applicable) AND OWNER

Contractor:	**Recommended By:**	**Recommended By:**	**Checked By:**
McAninch Corporation	**Ryan Companies**	**Shive-Hattery**	**City of Bondurant**
Signature:	Signature:	Signature: Sep 14 2021 9:00 AM	Signature: John Horton Digitally signed by John Horton Date: 2021.09.14 15:52:44 -05'00'
Name: Matt Dykstra	Name: Eric Bridgewater	Name: David Fliehler, PE	Name: John Horton
Title: Vice President	Title: Project Manager	Title: Project Engineer	Title: Public Works Director
Date:	Date:	Date:	Date:

Owner: **City of Bondurant**

Approved by: x ______________________________ Date: ______________

Bondurant
Life Connecting

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.I.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving Pay Request No. 11 for the 23rd St. SW & Shiloh Rose Parkway SW Public Infrastructure Improvement Project in the amount of $87,511.51

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay request no. 11 in the amount of $87,511.51 related to 23rd ST. SW & Shiloh Rose Parkway SW Public Infrastructure Improvement Project (Project Omega).

All work has been completed and this pay application reflects the remaining reduction of contract quantities and the release of the retainage on the contract. This is one of the final steps for Shive-Hattery to submit the final reimbursement to the RISE program for this project.

This pay application is for work completed from August 24th through September 10th, 2021.

FUNDING SOURCE: RISE/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-259
2. Pay Request No. 11

CITY OF BONDURANT
RESOLUTION NO. 210920-259

RESOLUTION APPROVING PAY APPLICATION #11 TO MCANINCH CORPORATION FOR THE 23rd STREET SW & SHILOH ROSE PKWY SW PUBLIC IMPROVEMENT PROJECT IN THE AMOUNT OF $87,511.51

WHEREAS, the 23rd St. SW & Shiloh Rose Pkwy SW Public Improvements Project Pay Application #11 was submitted on September 14th, 2021; AND

WHEREAS, the pay application #11 is for the 23rd St. SW &Shiloh Rose Pkwy SW Public Improvement Project; AND

WHERAS, Engineers from Shive-Hattery and City Staff have reviewed the pay application for accuracy; AND

WHEREAS, the Pay Application is for work completed from August 24 through September 10, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Application #11 for McAninch Corporation in the amount of $87,511.51 is hereby approved.

Passed this 20th day of September 2021,

By: ______________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

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

PAY REQUEST #11

Contractor: **McAninch Corporation**
4001 Delaware Avenue
Des Moines, IA 50313

Project Title	**23rd St SW / Shiloh Rose Pkwy Roadway Improvements Project**
S-H Project File Number	**4201900**
RISE #	**RM-0747(614)--9D-77**
Orig. Contract Amount & Date	**$1,713,815.00** **02/15/21**
Estimated Completion Date	**October 1, 2021**
Pay Period	**8/24/21 - 9/10/21**
Pay Request Number	**11**
Date	**September 14, 2021**

BID ITEMS

			RISE ELIGIBLE		NON-RISE ELIGIBLE				RISE ELIGIBLE			NON-RISE ELIGIBLE	
ITEM NO.	ITEM	UNIT	DIVISION 2 QUANTITY	DIVISION 3A QUANTITY	DIVISION 3B QUANTITY	TOTAL QUANTITY	CONTRACTOR BID UNIT PRICE	EXTENDED PRICE	DIVISION 2 QUANTITY COMPLETED	DIVISION 3A QUANTITY COMPLETED	TOTAL RISE ELIGIBLE QUANTITY COMPLETED	DIVISION 3B QUANTITY COMPLETED	VALUE COMPLETED
1	CLEARING AND GRUBBING	ACRE	1.30	2.10	2.10	5.50	$ 691.00	$ 3,800.50	1.30	2.10	3.40	2.10	$ 3,800.50
2	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	650.00	1240.00	1240.00	3130.00	$ 10.60	$ 33,178.00	650.00	1,240.00	1,890.00	1,240.00	$ 33,178.00
3	EXCAVATION, CLASS 10, RDWY & BORROW	CY	3820.00	3215.00	3215.00	10250.00	$ 2.74	$ 28,085.00	3,820.00	3,215.00	7,035.00	3,215.00	$ 28,085.00
4	SUBGRADE PREPARATION, 12 IN.	SY	3550.00	4820.00	4820.00	13190.00	$ 0.30	$ 3,957.00	3,550.00	4,820.00	8,370.00	4,820.00	$ 3,957.00
5	SUBGRADE TREATMENT, CEMENT STABILIZATION	TON	160.00	130.00	130.00	420.00	$ 267.00	$ 112,140.00	160.00	130.00	290.00	130.00	$ 112,140.00
6	MODIFIED SUBBASE, 6 IN.	SY	3550.00	4820.00	4820.00	13190.00	$ 8.41	$ 110,927.90	3,550.00	4,820.00	8,370.00	4,820.00	$ 110,927.90
7	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 IN	LF	0.00	0.00	1630.00	1630.00	$ 85.00	$ 138,550.00	0.00	0.00	0.00	1,630.00	$ 138,550.00
8	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 18 IN	LF	0.00	580.00	580.00	1160.00	$ 58.00	$ 67,280.00	0.00	580.00	580.00	580.00	$ 67,280.00
9	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 24 IN	LF	0.00	151.00	151.00	302.00	$ 69.00	$ 20,838.00	0.00	151.00	151.00	151.00	$ 20,838.00
10	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 30 IN	LF	0.00	67.00	67.00	134.00	$ 96.00	$ 12,864.00	0.00	67.00	67.00	67.00	$ 12,864.00
11	CONCRETE APRONS, 24 IN	EACH	0.00	0.50	0.50	1.00	$ 1,921.00	$ 1,921.00	0.00	0.50	0.50	0.50	$ 1,921.00
12	CONCRETE APRONS, 30 IN	EACH	0.00	0.50	0.50	1.00	$ 2,092.00	$ 2,092.00	0.00	0.50	0.50	0.50	$ 2,092.00
13	SUBDRAIN, LONGITUDINAL, 4 IN. PVC	LF	1190.00	1678.50	1678.50	4547.00	$ 9.20	$ 41,832.40	1,190.00	1,678.50	2,868.50	1,678.50	$ 41,832.40
14	SUBDRAIN, OUTLETS AND CONNECTIONS	EACH	14.00	18.00	18.00	50.00	$ 232.00	$ 11,600.00	14.00	18.00	32.00	18.00	$ 11,600.00
15	LOCATING TILE LINES	STA	4.90	8.55	8.55	22.00	$ 105.00	$ 2,310.00	4.90	8.55	13.45	8.55	$ 2,310.00
16	REPAIR TILE LINES, UNSPECIFIED SIZE AND TYPE	LF	100.00	175.00	175.00	450.00	$ 10.00	$ 4,500.00	100.00	175.00	275.00	175.00	$ 4,500.00
17	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	0.00	0.00	1283.00	1283.00	$ 39.00	$ 50,037.00	0.00	0.00	0.00	1,283.00	$ 50,037.00
18	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, 12 IN.	LF	0.00	0.00	382.00	382.00	$ 63.00	$ 24,066.00	0.00	0.00	0.00	382.00	$ 24,066.00
19	FITTINGS, DUCTILE IRON. 12 IN., 45 DEG. BEND	EACH	0.00	0.00	4.00	4.00	$ 632.00	$ 2,528.00	0.00	0.00	0.00	4.00	$ 2,528.00
20	GATE VALVE ASSEMBLY, DIP, 12 IN.	EACH	0.00	0.00	2.00	2.00	$ 2,341.00	$ 4,682.00	0.00	0.00	0.00	2.00	$ 4,682.00
21	GATE VALVE ASSEMBLY, DIP, 12 IN., REMOVE AND RELOCATE	EACH	0.00	0.00	1.00	1.00	$ 1,216.00	$ 1,216.00	0.00	0.00	0.00	1.00	$ 1,216.00
22	FIRE HYDRANT ASSEMBLY, WM-201	EACH	0.00	0.00	3.00	3.00	$ 4,364.00	$ 13,092.00	0.00	0.00	0.00	3.00	$ 13,092.00
23	FIRE HYDRANT ASSEMBLY, REMOVE AND RELOCATE	EACH	0.00	0.00	1.00	1.00	$ 1,670.00	$ 1,670.00	0.00	0.00	0.00	1.00	$ 1,670.00
24	CONNECTION TO EXISTING WATER SYSTEM	EACH	0.00	0.00	1.00	1.00	$ 1,181.00	$ 1,181.00	0.00	0.00	0.00	1.00	$ 1,181.00
25	SANITARY SEWER MANHOLE , SW-301, 48 IN	EACH	0.00	0.00	6.00	6.00	$ 4,091.00	$ 24,546.00	0.00	0.00	0.00	6.00	$ 24,546.00
26	INTAKE, DOUBLE GRATE, SW-505	EACH	0.00	3.00	3.00	6.00	$ 4,123.00	$ 24,738.00	0.00	3.00	3.00	3.00	$ 24,738.00
27	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EACH	0.00	3.00	3.00	6.00	$ 5,880.00	$ 35,280.00	0.00	3.00	3.00	3.00	$ 35,280.00
28	INTAKE, STORM SEWER , SW-512. 30 IN	EACH	0.00	0.50	0.50	1.00	$ 2,054.00	$ 2,054.00	0.00	0.50	0.50	0.50	$ 2,054.00
29	INTAKE, DOUBLE GRATE, SW-505 MOD, TYPE A	EACH	0.00	1.50	1.50	3.00	$ 4,927.00	$ 14,781.00	0.00	1.50	1.50	1.50	$ 14,781.00
30	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506 MOD, TYPE A	EACH	0.00	1.50	1.50	3.00	$ 7,729.00	$ 23,187.00	0.00	1.50	1.50	1.50	$ 23,187.00
31	INTAKE ADJUSTMENT, MINOR	EACH	6.00	0.00	0.00	6.00	$ 918.00	$ 5,508.00	6.00	0.00	6.00	0.00	$ 5,508.00
32	STD / S-F PCC PAVEMENT, CLASS C-SUD, 9 IN.	SY	3150.00	4220.00	4220.00	11590.00	$ 49.45	$ 573,125.50	3,150.00	4,220.00	7,370.00	4,220.00	$ 573,125.50
33	SIDEWALK, PCC, 5 IN.	SY	210.00	455.00	455.00	1120.00	$ 44.50	$ 49,840.00	210.00	455.00	665.00	455.00	$ 49,840.00
34	DETECTABLE WARNINGS	SF	40.00	0.00	0.00	40.00	$ 41.00	$ 1,640.00	40.00	0.00	40.00	0.00	$ 1,640.00
35	REMOVAL OF EXISTING GRAVEL SHOULDER	SY	0.00	35.00	35.00	70.00	$ 30.00	$ 2,100.00	0.00	35.00	35.00	35.00	$ 2,100.00
36	PAINTED PAVEMENT MARKINGS, DURABLE	STA	12.90	22.30	22.30	57.50	$ 102.00	$ 5,865.00	12.90	22.30	35.20	22.30	$ 5,865.00
37	PAINTED PAVEMENT SYMBOLS AND LEGENDS, DURABLE	EACH	4.00	4.00	4.00	12.00	$ 255.00	$ 3,060.00	4.00	4.00	8.00	4.00	$ 3,060.00
38	TRAFFIC CONTROL	LS	0.50	0.25	0.25	1.00	$ 6,120.00	$ 6,120.00	0.50	0.25	0.75	0.25	$ 6,120.00
39	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	ACRE	0.30	0.65	0.65	1.60	$ 2,856.00	$ 4,569.60	0.30	0.65	0.95	0.65	$ 4,569.60
40	HYDRAULIC SEEDING, FERTILIZING, TYPE 2	ACRE	0.30	0.50	0.50	1.30	$ 2,295.00	$ 2,983.50	0.40	0.40	0.80	0.50	$ 2,983.50
41	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	22.00	18.50	18.50	59.00	$ 408.00	$ 24,072.00	22.00	18.50	40.50	18.50	$ 24,072.00
42	SWPPP PREPARATION	LS	0.50	0.25	0.25	1.00	$ 1,224.00	$ 1,224.00	0.50	0.25	0.75	0.25	$ 1,224.00
43	SWPPP MANAGEMENT	LS	0.50	0.25	0.25	1.00	$ 3,060.00	$ 3,060.00	0.50	0.25	0.75	0.25	$ 3,060.00
44	FILTER SOCK, 8 IN.	LF	1390.00	1875.00	1875.00	5140.00	$ 1.50	$ 7,710.00	0.00	50.00	50.00	50.00	$ 150.00
45	REMOVAL OF FILTER SOCK	LF	1390.00	1875.00	1875.00	5140.00	$ 0.20	$ 1,028.00	0.00	50.00	50.00	50.00	$ 20.00

46	TEMPORARY RECP, WOOD EXCELSIOR MAT	SQ	0.00	305.00	305.00	610.00	$ 10.70	$ 6,527.00	0.00	0.00	0.00	0.00	$ -
47	RIP-RAP, CLASS E	TON	0.00	52.00	52.00	104.00	$ 49.00	$ 5,096.00	0.00	52.00	52.00	23.42	$ 3,695.58
48	EROSION STONE	TON	26.00	0.00	0.00	26.00	$ 66.00	$ 1,716.00	20.16	0.00	20.16	0.00	$ 1,330.56
49	SILT FENCE OR DITCH CHECK	LF	1070.00	1325.00	1325.00	3720.00	$ 1.45	$ 5,394.00	1,070.00	1,325.00	2,395.00	1,325.00	$ 5,394.00
50	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT	LF	1070.00	1325.00	1325.00	3720.00	$ 0.05	$ 186.00	1,070.00	1,325.00	2,395.00	1,325.00	$ 186.00
51	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE	LF	1070.00	1325.00	1325.00	3720.00	$ 0.05	$ 186.00	1,070.00	1,325.00	2,395.00	1,325.00	$ 186.00
52	STABILIZED CONSTRUCTION ENTRANCE	SY	140.00	70.00	70.00	280.00	$ 22.00	$ 6,160.00	140.00	70.00	210.00	70.00	$ 6,160.00
53	EROSION CONTROL MULCHING, HYDROMULCH	ACRE	0.60	1.15	1.15	2.90	$ 1,224.00	$ 3,549.60	0.60	1.15	1.75	1.15	$ 3,549.60
54	INTAKE PROTECTION DEVICE	EACH	9.00	13.00	13.00	35.00	$ 153.00	$ 5,355.00	9.00	13.00	22.00	13.00	$ 5,355.00
55	INLET PROTECTION DEVICE, REMOVAL OF SEDIMENT	EACH	9.00	13.00	13.00	35.00	$ 20.40	$ 714.00	9.00	13.00	22.00	13.00	$ 714.00
56	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	EACH	9.00	13.00	13.00	35.00	$ 20.40	$ 714.00	9.00	13.00	22.00	13.00	$ 714.00
57	MOWING	ACRE	0.60	1.30	1.30	3.20	$ 306.00	$ 979.20	0.60	1.30	1.90	1.30	$ 979.20
58	MOBILIZATION	LS	0.50	0.25	0.25	1.00	$ 61,098.80	$ 61,098.80	0.50	0.25	0.75	0.25	$ 61,098.80
59	CONCRETE WASHOUT	LS	0.50	0.25	0.25	1.00	$ 5,300.00	$ 5,300.00	0.50	0.25	0.75	0.25	$ 5,300.00
60	NO EXCUSE ROAD OPENING BONUS	LS	1.00	0.00	0.00	1.00	$ 100,000.00	$ 100,000.00	1.00	0.00	1.00	0.00	$ 100,000.00
CO 1.01	WATERMAIN, TRENCHED, PVC, 8 IN.	LF	0.00	0.00	388.00	388.00	$ 31.40	$ 12,183.20	0.00	0.00	0.00	388.00	$ 12,183.20
CO 1.02	FITTING, 12" X 8", TEE	EA	0.00	0.00	4.00	4.00	$ 820.00	$ 3,280.00	0.00	0.00	0.00	4.00	$ 3,280.00
CO 1.3	VALVE GATE, 8 IN.	EA	0.00	0.00	4.00	4.00	$ 1,710.00	$ 6,840.00	0.00	0.00	0.00	4.00	$ 6,840.00
CO 1.4	TEMP BLOWOFF/FLUSHING DEVICE	EA	0.00	0.00	4.00	4.00	$ 1,074.20	$ 4,296.80	0.00	0.00	0.00	4.00	$ 4,296.80
CO 2.1-39	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	AC	0.00	0.15	0.15	0.30	$ 2,856.00	$ 856.80	0.00	0.15	0.15	0.15	$ 856.80
CO 2.1-40	HYDRAULIC SEEDING, FERTILIZING, TYPE 2	AC	0.00	0.10	0.10	0.20	$ 2,295.00	$ 459.00	0.00	0.10	0.10	0.10	$ 459.00
CO 2.1-44	FILTER SOCK, 8 IN.	LF	0.00	(2520.00)	(2520.00)	(5040.00)	$ 1.50	$ (7,560.00)	0.00	0.00	0.00	0.00	$ -
CO 2.1-45	REMOVAL OF FILTER SOCK	LF	0.00	(2520.00)	(2520.00)	(5040.00)	$ 0.20	$ (1,008.00)	0.00	0.00	0.00	0.00	$ -
CO 2.1-46	TEMPORARY RECP, WOOD EXCELSIOR MAT	SQ	0.00	(305.00)	(305.00)	(610.00)	$ 10.70	$ (6,527.00)	0.00	0.00	0.00	0.00	$ -
CO 2.1-47	RIP-RAP, CLASS E	TON	0.00	0.00	(28.58)	(28.58)	$ 49.00	$ (1,400.42)	0.00	0.00	0.00	0.00	$ -
CO 2.1-48	EROSION STONE	TON	0.00	(5.84)	0.00	(5.84)	$ 66.00	$ (385.44)	0.00	0.00	0.00	0.00	$ -
							TOTAL	**$ 1,724,849.94**					**$ 1,724,849.94**

PAY REQUEST SUMMARY			
		Total Approved	**Total Completed**
Contract Price		$ 1,713,815.00	$ 1,724,849.94
Approved Change Order #	1	$ 26,600.00	
	2	$ (15,565.06)	
Revised Contract Price		$ 1,724,849.94	$ 1,724,849.94
Retainage (5%)			$ -
Liquidated Damages			
Total Earned Less Retainage			$ 1,724,849.94

Total Previously Approved (list each)		
	Pay Request #1	$74,711.42
	Pay Request #2	$215,162.80
	Pay Request #3	$266,273.54
	Pay Request #4	$341,050.00
	Pay Request #5	$144,537.06
	Pay Request #6	$243,738.38
	Pay Request #7	$227,991.81
	Pay Request #8	$47,428.84
	Pay Request #9	$49,538.93
	Pay Request #10	$26,905.65

	RISE Eligible	Non-RISE Eligible		
			Total Previously Approved	$1,637,338.43
Amount Due This Request	**$48,326.61**	**$39,184.90**	**Amount Due This Request**	**$ 87,511.51**
			Percent Complete	100%
			Percent of Contract Period Utilized	91%

The amount of: $87,511.51 is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	**Recommended By:**	**Recommended By:**	**Checked By:**
McAninch Corporation	**Ryan Companies**	**Shive-Hattery**	**City of Bondurant**
Signature: Matthew J. Dykstra Digitally signed by Matthew J. Dykstra DN: C=US, E=mdykstra@mcaninchcorp.com, O=McAninch Corporation, OU=McAninch Corporation, CN=Matthew J. Dykstra Date: 2021.09.14 15:48:15 -05'00'	**Signature:**	**Signature:** Sep 14 2021 8:59 AM	**Signature:** John Horton Digitally signed by John Horton Date: 2021.09.14 16:06:28 -05'00'
Name: Matt Dykstra	**Name: Eric Bridgewater**	**Name: David Fliehler, PE**	**Name: John Horton**
Title: Vice President	**Title: Project Manager**	**Title: Project Engineer**	**Title: Public Works Director**
Date 09/14/2021	**Date:**	**Date:**	**Date:**

Owner: City of Bondurant **Approved by:** x ____________________________ **Date:** ______________________

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.m.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving Acceptance of 23rd Street, SW and Shiloh Rose Parkway, SW Public Improvements Project Phase 2 and Phase 3 (Project Omega)

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This resolution of acceptance is for the construction of the new 23rd St. SW and Shiloh Rose Pkwy SW Phases 2 and 3 public improvements project that were constructed in conjunction with the new Project Omega site.

The contractor has completed the necessary work associated with Phase 2 and 3 of the project. Engineers and City staff have made a field review of the Phase 2 and 3 public improvements and have found the project to be satisfactorily completed. Accepting this project begins the clock on the project's maintenance bonds.

FUNDING SOURCE: RISE Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-260
2. Final Acceptance Letter

CITY OF BONDURANT
RESOLUTION NO. 210920-260

RESOLUTION APPROVING ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR THE 23rd STREET SW AND SHILOH ROSE PARKWAY PUBLIC IMPROVEMENTS PHASE 2 AND 3 PROJECT

WHEREAS, the project acceptance letter for the 23rd Street SW and Shiloh Rose Parkway Phase 2 and 3 Public Improvements Project was submitted on September 14th, 2021; AND

WHEREAS, Engineers from Shive-Hattery and City Staff have reviewed the project Phase 2 and 3 improvements and have found them to be satisfactorily completed; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Acceptance of Public Improvements for the 23rd Street SW and Shiloh rose Parkway Phase 2 and 3 public improvements is hereby approved.

Passed this 20th day of September 2021,

By: ______________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

September 13, 2021

Marketa Oliver
200 2nd Street NE
Bondurant, IA 50036

RE: Final Payment of Held Retainage
Omega Phase 2 & 3 Public Improvements
23rd Street SW & Shiloh Rose Parkway SW
City of Bondurant

Dear Marketa:

The purpose of this letter is to notify you that McAninch Corp. has completed construction of Phase 2 (Shiloh Rose Pkwy) and Phase 3 (23rd St SW) of the above-referenced project. All punchlist items have been completed.

We are recommending City acceptance of the project and final payment of held retainage to the contractor. Enclosed is the final payapp and release of held retainage. McAninch Corp is currently preparing necessary maintenance bonds. We will forward once they have been made available to us. If you believe that we have not completed our obligations under our Agreement, please contact us immediately. If you have any questions, feel free to contact me at dfliehler@shive-hattery.com, (515) 798-8104.

If you have any questions, please contact me immediately.

We thank you for the opportunity to work with the City of Bondurant on this project.
Sincerely,

SHIVE-HATTERY, INC.

David R. Fliehler
Transportation Engineer

Cc: John Horton, City of Bondurant
Chris Bauer, Shive Hattery
Eric Bridgewater, Ryan Companies
Matt Dykstra, McAninch Corporation

Enc: Pay Request 11, Final Release of Retainage

Project #4201900

Bondurant
Life Connecting

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.n.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution authorizing the Execution of a Proposal from Vision Electric in the amount of $47,409.00 for an Emergency Generator at the Bondurant Emergency Services Building

CONTACT PERSON:
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City has been working with the Department of Homeland Security to procure a generator for the Bondurant Emergency Services building under a FEMA grant. Staff issued and evaluated proposals to purchase and install a 50 kw generator. The lowest cost proposal was from Vision Electric in the amount of $47,409. The attached resolution approves the Statement of Work Contract.

FUNDING SOURCE: FEMA Grant

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-261
2. Vision Electric Generator Contract

CITY OF BONDURANT
RESOLUTION NO. 210920-261

AUTHORIZING THE EXECUTION OF A PROPOSAL FROM VISION ELECTRIC IN THE AMOUNT OF $47,409.00 FOR AN EMERGENCY GENERATOR AT THE BONDURANT EMERGENCY SERVICES BUILDING

WHEREAS, City Staff secured a FEMA grant for the purchase and installation of 50 kw generator; AND

WHEREAS, Staff has been working with the State Department of Homeland Security to ensure all applicable state and federal procurement regulations are observed; AND

WHEREAS, Staff issued proposals for the purchase an installation of a 50 kw generator; AND

WHEREAS, Vision Electric provided the low bid of $47,409.00; AND

WHEREAS, the contract with Vision Electric is not a cost plus a percentage of costs which is prohibited under 2 CFR 200.323; AND

WHEREAS, Non federal entities and contractors are subject to debarment and suspension regulations implementing EO 12549, EO 12689 at 2 CFR Part 180 and 2 CFR Part 180; AND

WHEREAS Vision Electric. is not identified debarred.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Bondurant, Iowa, that the attached Statement of Work Contract with Vision Electric to purchase and install a 50-kw generator a project fee of $47,409.00 is approved as presented.

Passed this 20th day of September 2021,

By: ________________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

City of Bondurant
200 2nd Street NE
Bondurant, IA 50035
Office (515) 967-2418 Fax (515) 967-5732

STATEMENT OF WORK CONTRACT Electric for a 50kw generator;

WHEREAS, City Staff would like to enter into a contract with Vision Electric Inc. for the purchase and installation of 50 kw generator.

WHEREAS, this contract shall abide by all clauses included in 2 CFR Appendix II to Part 200.

WHEREAS, this contract may be terminated by either party for failure to abide by and comply with the agreement to complete such duties as described.

WHEREAS, this contract not a cost plus a percentage of costs which is prohibited under 2 CFR 200.323.

WHEREAS, this contract is not contingent upon FEMA reimbursement.

WHEREAS, the final agreed upon cost is not to exceed $47,409.00.

WHEREAS, Non federal entities and contractors are subject to debarment and suspension regulations implementing EO 12549, EO 12689 at 2 CFR Part 180 and 2 CFR Part 180. Whereas Vision Electric. is not identified debarred.

WHEREAS, payment for services shall be conducted upon approved inspection of all work.

WHEREAS, any changes to this contract shall be completed in writing and agreed upon by both parties.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Bondurant, Iowa, approves the attached Statement of Work contract with Vision Electric to purchase and install a 50 kw generator a project fee of $47,409.00.

City of Bondurant:

Signed:

Print Name: Curt Sullivan, Mayor

Date:

Enter Contractor Name:

Signed:

Print Name:

Date:

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 5.o.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution directing staff to take actions necessary to fulfill the goals of the DNR Community Forestry Grant Project

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The need to expand the community's tree canopy was identified in the City's 2020 Urban Forest Management Plan prepared by the Iowa DNR. As a result of this Plan's suggestion on expanding the tree canopy, the City of Bondurant applied for and was selected as a recipient of the Iowa DNR's Derecho Community Forestry Grant program. The City submitted three projects under the program and was awarded a total of $13,875 to implement all three of its requested projects. The City's requested projects are as follows:

1. Planting 30 trees along the Lincoln Street SE right-of-way south Highway 65. This street corridor was prioritized as a need since this corridor is one of the main north/south residential collector streets in the community. Trees must be planted in accordance with the amended Chapter 151, which was approved by the City Council on September 7, 2021.

2. Planting 30 trees along the Deer Ridge Drive NW right-of-way north of 2nd Street NW. This street corridor was prioritized as a need since this corridor is one of the main north/south residential collector streets in the community. Trees must be planted in

accordance with the amended Chapter 151, which was approved by the City Council on September 7, 2021.

3. Planting 30 trees in the Bondurant Cemetery.

The City must begin making tree purchases as soon as possible. All requests for reimbursement by the DNR for the purchase of trees must be submitted by the City no later than December 17, 2021.

The attached resolution directs staff to take actions necessary to fulfill the goals of the DNR Community Forestry Grant Project.

FUNDING SOURCE: Grants/City Tree Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210920-262

CITY OF BONDURANT
RESOLUTION NO. 210920-262

RESOLUTION DIRECTING STAFF TO TAKE ACTIONS NECESSARY TO FULFILL THE GOALS OF THE DNR COMMUNITY FORESTRY GRANT PROGRAM

WHEREAS, the City of Bondurant was selected as a recipient of the Iowa DNR's Derecho Community Forestry Grant Program in the amount of $13,875 to implement the following tree planting projects: planting trees along the Lincoln Street SE right-of-way, planting trees along the Deer Ridge Drive NW right-of-way, and planting trees in the Bondurant Cemetery; AND

WHEREAS, City Council approved the resolution authorizing signature of the Grant Cooperative Agreement during their meeting on September 7th, 2021; AND

WHEREAS, City Council approved an amended Chapter 151 of the Bondurant City Code, titled Trees, during their meeting on September 7th, 2021 to allow for planting trees within the public right-of-way; AND

WHEREAS, the City of Bondurant must complete its three tree planting projects before December 17, 2021; AND

WHEREAS, to implement these projects, the City will need to hire contractor(s) to plant these trees.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Council directs staff the take the actions necessary to fulfill the goals of the DNR Community Forestry Grant Program.

Passed this 20ht day of September 2021,

By: ________________________________
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cos				
Elrod				
Enos				
McKenzie				
Peffer				

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 7.a.
For Meeting of 9/20/2021
Public Hearing

TITLE: -Public Hearing on the Paine Heights Sewer Lining Project

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The purpose of this project is to construct Paine Heights Sewer Lining Project including all labor, materials, and equipment necessary to construct sanitary sewer point repairs, and CIPP lining on approximately 4153 liner feet of 8-inch clay piping, service reinstatement, and rehabilitation of 12 sanitary sewer manholes. Staff requested proposals include any surface restoration, traffic control, and other miscellaneous associated work, including cleanup. Bids were due September 8, 2021.

FUNDING SOURCE: Sewer Utility

STAFF RECOMMENDATION: Hold Public Hearing

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.a.
For Meeting of 9/20/2021
Resolution

TITLE: -Resolution approving contract with Municipal Pipe Tool Co. LLC in the amount of $109,261.00 for the Paine Heights Sewer Lining Project

CONTACT PERSON:
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The purpose of this project is to construct Paine Heights Sewer Lining Project including all labor, materials, and equipment necessary to construct sanitary sewer point repairs, and CIPP lining on approximately 4153 liner feet of 8-inch clay piping, service reinstatement, and rehabilitation of 12 sanitary sewer manholes. Staff requested proposals include any surface restoration, traffic control, and other miscellaneous associated work, including cleanup. By lining the sanitary sewer pipes, the City can extend the useful life of the pipes and eliminate the inflow and infiltration of stormwater. By eliminating the inflow and infiltration of stormwater into sanitary sewer pipes, the City can reduce the waste sent for treatment through the Wastewater Reclamation Authority (WRA) regional plant. This is not only environmentally-conscientious, but also fiscally responsible, as the City pays for the treatment of all water/wastewater going through the WRA plant.

The City opened bids on September 8 for the Paine Heights Sewer Lining project. The bids ranged from $103K to $189K. The City had $145K budgeted in the Capital Improvement Plan.

Staff would recommend approval of contract for the Paine Heights Sewer Lining Project pending review by legal council.

FUNDING SOURCE: Sewer Utility

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:
1. RESOLUTION NO. 210920-263
2. Paine Heights Sewer Lining Contract Fall 2021

CITY OF BONDURANT
RESOLUTION NO. 210920-263

RESOLUTION AWARDING CONTRACT FOR PAINE HEIGHTS SANITARY SEWER LINING PROJECT TO MUNICIPAL PIPE TOOL CO. LLC IN THE AMOUNT OF $109,261.00

WHEREAS, on September 8th, 2021, the city opened bids for said project; AND

WHEREAS, the location of the work to and the kinds and sizes of materials proposed to be used as follows; AND

PAINE HEIGHTS SEWER LINING PROJECT

Construct Paine Heights Sewer Lining Project including all labor, materials, and equipment necessary to construct sanitary sewer point repairs, and CIPP lining on approximately 4153 liner feet of 8-inch clay piping, service reinstatement, and rehabilitation of 12 sanitary sewer manholes. Proposal to include any surface restoration, traffic control, and other miscellaneous associated work, including cleanup.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Paine Heights Sanitary Sewer Lining Project Notice contract is awarded to Municipal Pipe Tool Co. LLC is hereby approved, pending legal counsel review.

Passed this 20th day of September,2021

By: ____
Curt Sullivan, Mayor

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

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

____
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

CONTRACT

THIS AGREEMENT, made and entered into this_____ day of _ _ _ _ _ 20___, by and between the City of Bondurant, Iowa, party of the first part, hereinafter referred to as the "Owner", and

Municipal Pipe Tool Co. LLC 515 5th Street, Hudson, Iowa 50643

party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 17th day of August 2021, for Paine Heights Sanitary Sewer Lining Project under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

   2.1 Contract Documents, including:

      2.1.1 Notice to Bidders
      2.1.2 Instructions to Bidders
      2.1.3 Proposal
      2.1.4 Bond
      2.1.5 General Conditions
      2.1.6 Special Conditions
      2.1.7 Plans List
      2.1.8 Detailed Specifications
      2.1.9 Plans listed in the specifications
      2.1.10 Numbered addenda issued to the foregoing.

   2.2 This Instrument.

   2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR	**CITY OF BONDURANT, IOWA**
______________________________	______________________________ Mayor
By_ _ _ _ _ _ _ _ _ _ _ _ _ _ _	
Title_ _ _ _ _ _ _ _ _ _ _ _ _ _ _	
ATTEST:	ATTEST:
______________________________	______________________________ City Clerk
Title______________________________	

BOND

KNOW ALL MEN: That we, ____

of-- , hereinafter called the Principal, and

____

hereinafter called the surety, are held, and firmly bound unto the City of Bondurant, Iowa, hereinafter called the Owner in the sum of

____

Dollars($_ _ _ _ _ _ _), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated---------------------------', 20 , entered into a Contract with the Owner for **Paine Heights Sanitary Sewer Lining Project** which agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof.

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And further provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

a. To the extension of time to the Principal in which to perform the Contract.

b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price and shall then be released only as to such excess increase.

c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this___ day of _ _ _ _ _ _ _ _ _, 20___

PRINCIPAL:

____
Contractor

____
Signature

____
Title

SURETY:

____
Surety Company

____
Signature, Attorney-in-Fact

____
Name of Attorney-in-Fact

____
Company Name

____
Company Address (Including Zip Code)

____
Company Telephone Number

GENERAL CONDITIONS

INDEX

1. CONTRACT DOCUMENTS

1.1 All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.

1.2 Contract Documents shall be signed in triplicate by Owner and Contractor.

1.3 Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

2. SURETY BOND

2.1 Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

3.1 Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.

3.2 Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.

3.3 Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

3.4 Without limiting GENERAL REQUIREMENTS of Contract Documents, protect flag poles, sidewalks, streets, pavements, fences, pipe, conduit, utilities, trees, shrubs and structures not shown for removal.

3.5 Cooperate with Owner and representative of utilities in locating underground utility lines and structures; incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.

4. SUBCONTRACTS

4.1 Contractor shall not assign, sub-let, or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting, or transfer shall not relieve Contractor from its responsibilities set forth herein.

4.2 Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Owner to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

5.1 Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Owner. Superintendent shall be authorized to receive instructions from Owner.

5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Owner. Such dismissed persons shall not be permitted to return to work without written consent of Owner.

5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

6.1 In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

7.1 All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. GUARANTEE

8.1 Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.

8.2 Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

9.1 Contractor shall provide Owner with drawings, data and information regarding materials or equipment specified, or as may be called for by Owner, for its review, within a reasonable time after award of contract. After review, Owner shall return to Contractor one copy within a reasonable time after receipt.

9.1.1 Submit 1 copies of all shop drawing submittals.

9.2 Fabrication and shipment of materials or equipment prior to Owner's review of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE OWNER

10.1 Owner shall make general observation of work. Owner’s general observation shall not be construed that it shall direct or control operations of Contractor.

11. PLANS AND SPECIFICATIONS

11.1 Owner shall provide Contractor with all necessary plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Owner for costs of printing.

11.2 Owner shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.

11.3 Owner will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

12.1 Plans and specifications shall be interpreted by Owner. Its decision shall be final and binding on all parties concerned.

12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Owner will provide full instructions when errors or omissions are discovered.

13. DECISIONS BY OWNER

13.1 Owner shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

14. WORKMANSHIP AND MATERIALS

14.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent laborers and tradespersons shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.

14.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.

14.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Owner.

14.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.

14.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.

14.6 When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications, and such performance data as required to satisfy Owner that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.

14.7 Whenever items of materials or equipment are specified by a manufacturer's name and type and 'or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Owner is obtained for any substitution.

14.8 Contractor shall abide by Owner's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.

14.9 Owner reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

15. ON-SITE REVIEW OR OBSERVATION

15.1 All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Owner. Contractor shall furnish samples of materials for observation and tests as requested by Owner. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.

15.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Owner at plant or factory.

15.3 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Owner by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.

15.4 Defective materials, equipment or work may be rejected by Owner at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

16. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

16.1 Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.

16.2 Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.

16.3 Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

17. TESTS

17.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.

17.2 Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Owner.

17.3 Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

18. TIME

18.1 Contractor shall commence work within time specified and shall complete work within time specified in contract.

19. DELAYS

19.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.

19.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.

19.3 No extension of time shall be valid unless made in writing by Owner.

19.4 Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

20. CHANGES

20.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.

20.2 No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.

20.3 Amount due Contractor shall be adjusted for changes in following manner:

20.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.

20.3.2 Where no such unit prices have been bid, Owner and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 22.2 of "22. EXTRA WORK" shall apply to changes where compensation is negotiated.

20.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Owner.

20.3.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Owner.

21. EXTRA WORK

21.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.

21.2 The term "extra work" as used herein shall not be construed to apply to changes described in "21. CHANGES".

21.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by and approved by Owner.

21.4 Contractor shall submit a statement of costs to Owner for approval when extra work is performed on an actual cost-plus basis. After such a statement is approved, Owner shall certify its correctness.

22. OWNERSHIP OF MATERIALS

22.1 All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as- relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

23. OTHER CONTRACTS

23.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors' reasonable opportunity for introductionand storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.

23.2 When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Owner. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.

23.3 To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and drawings.

24. OWNER'S RIGHT TO DO WORK

24.1 If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Owner shall approve both such action and amount charged to Contractor.

25. OWNER'S RIGHT TO TERMINATE CONTRACT

25.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:

25.1.1 Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.

25.1.2 Receiver is appointed on account of Contractor's insolvency.

25.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.

25.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.

25.1.5 Contractor persistently disregards laws and ordinances or instructions of Owner.

25.1.6 Contractor violates a provision of contract.

25.2 If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools, and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

25.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Owner.

26. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

26.1 If Owner fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Owner, then Contractor may, upon seven (7) days simultaneous written notice to Owner, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon anyplant or materials plus a reasonable profit.

27. PAYMENTS WITHHELD

27.1 Owner may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:

27.1.1 Defective work not remedied.

27.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

27.1.3 Failure of Contractor to make payments properly to subcontractors or for materials or labor.

27.1.4 A reasonable doubt that contract can be completed for balance then unpaid.

27.1.5 Damage to another contractor.

27.1.6 Claims of Owner for liquidated damages.

27.2 Payments shall be made for amounts withheld when above grounds are removed.

28. ACCEPTANCE AND FINAL PAYMENT

28.1 When work has been satisfactorily completed, Owner will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from Contractor a statement showing balance due on all accounts.

28.2 Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

29. SUSPENSION OF WORK

29.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.

29.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

30. CLEANING UP

30.1 Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work, it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor.

31. HAZARDOUS MATERIALS

31.1 The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.

31.2 The Contractor shall provide the Owner a certificate that warrants that no materials, products, items, or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items, or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period but shall continue through the life of the facility.

32. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

32.1 Owner's responsibility:

32.1.1 Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

32.2 Contractor's responsibility:

32.2.1 Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.

32.2.2 Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

SPECIAL CONDITIONS

PAINE HIEGHTS SANITARY SEWER LINING
BONDURANT, IOWA

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1. INTENT

1.1 To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

2.1 Work is located in public right-of-way and City owned properties in the City of Bondurant, Iowa.

2.2 Transportation facilities:

2.2.1 U.S. Highway 65.

3. EASEMENTS RIGHT-OF-WAY

3.1 Owner will provide easements for construction on private lands.

3.2 Contractor will be provided list of construction easement widths.

3.3 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within the rights-of-way provided.

3.4 Contractor will be held liable by City and adjacent property owners for damages outside rights-of-way and easements; failure of Owner to warn Contractor about incidence of trespassing does not relieve liability.

4. ORDER OF CONSTRUCTION

4.1 Provide Owner with proposed schedule of construction showing dates of starting and completing various portions of work.

4.2 Coordinate work with Owner to assure orderly and expeditious progress of the work.

4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Owner.

4.4 Schedule construction to minimize service interruptions, use of street barricades and detours; clean up each portion of work as it is completed.

5. INTERRUPTIONS TO SERVICE

5.1 Existing utilities shall remain in substantially continuous operation during construction.

6. SERVICE FACILITIES

6.1 Owner will furnish water in reasonable quantities at available hydrants for use in construction. If requirements for water exceed capacity of Owner's existing facilities, provide additional water at own expense.

6.2 Electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

7. STORAGE OF MATERIALS AND EQUIPMENT

7.1 Limited storage space for materials and equipment will be available near project site.

7.2 Storage areas shall be subject to approval of Owner.

7.3 Store materials and equipment in manner which will preserve their quality and fitness.

8. CONSTRUCTION FACILITIES BY CONTRACTOR

8.1 Provide suitable storage buildings necessary for proper storage of materials and equipment.

8.2 Provide telephone at which Contractor can be reached by Owner at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.

8.2.1 Provide Owner with at least 2 telephone numbers where Contractor's representative can be reached evenings, weekends, and holidays in event of emergency.

8.3 Location of all construction facilities, including project construction plant and yard, subject to approval by Owner; remove all construction facilities upon completion of work.

8.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.

8.5 Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

9. INSURANCE BY CONTRACTOR

9.1 Provide and maintain insurance throughout construction period in the following minimum amounts:

9.1.1 Workmen's compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.

9.1.2 Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than $500,000 for one person and $1,000,000 for each accident; for property damage, not less than $250,000 for each accident and $500,000 aggregate for accidents during the policy period.

9.1.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than $500,000 for one person and $1,000,000 for each accident; property damage limit of $500,000 for each accident.

9.2 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.

9.3 Furnish certificates of insurance to Owner made in favor of Owner showing compliance with foregoing requirements.

10. CONTRACTOR'S RESPONSIBILITY

10.1 There shall be no liability upon public officials, Owner or his authorized assistants, either personally or as an official of the Owner, it being understood that in such matters he acts as an agent and representative of the Owner in carrying out any of the provisions of the contract or in exercising any power or authority granted him thereby.

10.2 Contractor agrees to hold harmless and indemnify the Owner and Engineer and their employees or agents against any liability sustained by reason of the work or the handling or storing of materials therefor when such liability arises out of negligent acts, errors or omissions of the Contractor, its employees or agents; failing to do so, any judgment against or settlements resulting therefrom shall become a lien against any funds due Contractor.

10.3 In the event any provisions in the contract are violated by the Contractor or any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of their intention to terminate such contract. Such notice shall contain a statement of the reasons for such action and unless within 10 days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correcting be made, the contract shall, upon expiration of said 10 days cease and terminate.

10.3.1 In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and Contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence the performance thereof within 30 days, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expenses of the Contractor and the Contractor and its surety shall be liable to the Owner for any excess cost occasioned the Owner thereby; in such event, the Owner may take possession of and utilize such materials and appliances as may be on the site of the project and necessary in completing the work.

10.4 If suit is brought by the Owner for the breech of any provisions of this contract, the Contractor agrees to pay all costs in connection with suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.

11. POSITION, LINE AND GRADE

11.1 Construct to lines and grades shown on plans or as specified hereinafter.

11.2 Contractor shall perform detailed survey and staking for location, elevation, and grade of construction.

11.3 Contractor shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.

11.4 Contractor shall preserve all monuments, reference points, stakes and benchmarks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, andresponsibility for any mistakes or loss of time caused thereby.

11.5 These conditions supersede conflicting provisions of GENERAL CONDITIONS.

12. EMPLOYMENT PRACTICES

12.1 Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself, or others employed on the project.

13. HISTORICAl /ARCHAEOLOGICAL FINDS

13.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

SPECIAL PROVISIONS

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1. STARTING AND COMPLETION TIME

1.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that Notice to Proceed will be issued within 30 calendar days after date of receiving bids. Complete work within time set out in Notice to Bidders.

2. INFORMATION FOR OWNER

2.1 After award of contract submit following information for Owner's approval. Total number of approved copies required for distribution: 4 plus copies required by Contractor.

2.1.1 All materials test reports.

2.1.2 Manufacturer's specifications and catalog data for all materials

2.1.3 Such other information as Owner may request.

2.2 Within 15 days after award of contract, provide construction schedule showing dates- of starting and completing various portions of work.

3. STANDARDS AND CODES

3.1 Do work in accordance with best present day construction practices.

3.2 Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to contrary:

3.2.1 American Association of State Highway and Transportation Officials (AASHTO).

3.2.2 American Concrete Institute (ACI).

3.2.3 American National Standards Institute (ANSI).

3.2.4 American Society for Testing and Materials (ASTM).

3.2.5 American Water Works Association (AWWA).

3.2.6 American Welding Society (AWS).

3.2.7 Federal Specifications (FS).

3.2.8 Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.

3.2.9 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2017) (IOSHA).

3.2.10 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).

3.2.11 National Institute of Occupational Safety and Health (NIOSH).

3.2.12 National Safety Council (NSC).

3.2.13 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OHSA).

3.2.14 Underwriters' Laboratories, Inc. (UL).

3.2.15 Standards and codes of the State of Iowa and applicable standards and codes of the City of Bondurant.

3.2.16 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials, and installation underthe contract.

4. SHOP DRAWINGS

4.1 Intent of Owner's review: to assist Contractor in interpreting plans and specifications.

4.2 Contractor's responsibility: to check drawings prior to submission for coordination and conformance with contract; do not submit without checking.

4.3 Owner's review is only for general conformance with design concept of project and general compliance with information given in contract documents; any action shown is subject to requirements of plans and specifications; Contractor responsible for dimensions which must be confirmed and correlated at job site; fabrication processes and techniques of construction; coordination ofwork with that of all other trades and satisfactory performance of work.

4.4 Prior to submission of shop drawings and catalog data to Owner: affix Contractor's stamp with signature of responsible person to show material submitted has been checked and approved by Contractor; shop drawings submitted without appropriate stamp and signature will be returned without Engineer's review.

5. PLANS AND SPECIFICATIONS

5.1 Specifications for the project are the SUDAS Standard Specifications, 2021 Edition.

5.2 Owner will furnish up to 5 sets of plans, contract documents and project special provisions after award of contract. Contractor shall compensate Owner for printing costs for additional copies required. Contractor must purchase separately SUDAS Standard Specifications. -

5.3 Subcontractors will be furnished copies only at request of Contractor. Owner will be compensated for printing costs.

5.4 Contractor must provide one set of plans, project special provisions and SUDAS Standard Specifications for each foreman or superintendent in charge of each crew on job.

6. POSITION, LINE AND GRADE

6.1 Construct to lines and grades shown on plans or as specified.

6.2 Contractor shall perform all detailed survey and staking for location, elevation and grade of construction including staking of easement/construction limits.

6.3 All detailed surveys and stakeouts shall be checked by Contractor; assume full responsibility for accuracy and correctness thereof.

6.4 Contractor shall provide, without extra compensation, all men, and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.

6.5 Contractor shall preserve all monuments, reference points, stakes and benchmarks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

7. TRAFFIC CONTROL AND PHASING REQUIREMENTS

7.1 Erect and maintain signs, barricades, and lights and/or provide watchmen in accordance with current Manual of Uniform Traffic Control Devices (MUTCD), for protection and warning of pedestrians and vehicles; prevent access of unauthorized persons to portion of site where work is in progress; all traffic control devices and watchmen at expense of Contractor and subject to approval by Owner.

7.2 Location and arrangement: conform to all applicable City, State and Federal laws and ordinances; meet approval of City, County and Engineer.

7.3 Owner will not allow work to proceed until all signs, barricades and lights are in place; requirements for type of signs and number of signs will be strictly enforced; work in right-of-way for which details are not shown on plans must comply with applicable sign requirements in MUTCD; improper signing during construction will constitute "improper work" and Owner will cause Contractor to suspend work.

7.4 All signs, barricades, and other traffic control devices used on the project shall be furnished, installed, and maintained by Contractor. All traffic control devices shall be maintained in a state of good repair and shall be cleaned and washed periodically as needed.

7.5 At end of each working day place barricades and lights as required; maintain barricades and lights at all times including non-working hours; maintain lights in operable condition at all times.

7.6 Adequate protection shall be provided for pedestrians. If a section of sidewalk is closed, appropriate signing and barricading shall be utilized. This signing and barricading shall remain in place until the sidewalk is reopened for pedestrian use.

7.7 Install construction fence around all excavations; maintain fence in tight and sound condition.

7.8 Provide minimum 7 days' notice to City prior to closure of streets for construction to allow the City time to notify affected property owners; contractor shall also notify businesses minimum 48 hours in advance of closure; road closure shall not be permitted without proper notification to City and approved traffic control is in place and closure notification requirements are satisfied.

7.9 Limit construction operations to property, rights-of-way and easements provided by City; provide barricades, lights, signs, and detours as necessary to reroute traffic around construction areas.

7.10 Include all costs in lump sum price for Traffic Control or appropriate bid items for phasing requirements.

8. CONSTRUCTION SCHEDULE

8.1 Submit construction schedule to City prior to beginning construction showing detailed description of starting and completion of various items of work.

8.2 Update schedule periodically as directed if construction varies from schedule provided.

9. HANDLING OF STORMWATER FLOWS DURING CONSTRUCTION

9.1 Contractor shall be responsible for handling of all stormwaters flows during construction.

9.2 Provide adequate erosion control protection to avoid sediment transfer from project site.

9.3 All costs associated with handling of stormwater flows is incidental to construction; include all costs in appropriate bid items.

10. EXISTING UTILITIES

10.1 Location of utility lines, mains, cables, and appurtenances are in accordance with information provided by utility companies and from records of City of Bondurant; confirm locations of underground utilities by excavating ahead of work; Contractor fully responsible for damage to utilities during construction; building service lines are not generally shown on plans; include cost of locating and working around service lines.

10.2 Utility services are not generally shown on plans; protect services during construction handling of services is incidental to construction.

10.3 Verify location of existing utilities prior to construction to avoid conflict with construction.

10.4 Utility lines, poles, and appurtenances in direct conflict with line and grade of work will be relocated by utility company before or during construction at no expense to Contractor; City will advise utility companies of lines, poles, and appurtenances to be moved after award of contract; cooperate with utility companies in relocation of lines, poles, and appurtenances.

10.5 Provide temporary support and protect, by timbers or other means, all utility pipes, conduits, poles, wires, or other apparatus not moved, protective measures subject to approval of Engineer.

10.6 No utility or utility service will be moved to accommodate equipment, methodof operation or for convenience of Contractor when utility or utility service does not conflict directly with line and grade of work; arrange with utility company for relocation with approval of new location by City, and Engineer; relocation is incidental to construction.

11. TEMPORARY WORK

11.1 Make all temporary connections necessary for maintaining utility service during course of work.

11.2 Construct temporary drains or bulkheads to keep work in the dry.

12. FINAL REVIEW AND ACCEPTANCE

12.1 Notify Owner when installation is considered to be complete and ready for final review.

12.2 Owner will accept work and make final payment to Contractor:

12.2.1 When Owner has certified that he has reviewed the work of Contractor and determined the work is complete and in substantial conformance with specifications.

12.2.2 When Contractor has filed with Owner documents called for in specifications.

12.2.3 When all governmental agencies involved have indicated, in writing, that work is complete and acceptable.

CITY OF BONDURANT
ORDINANCE NO. 210920-213

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING CHAPTER 103, STORMWATER UTILITY

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

Section 1. **SECTION AMENDED.** Chapter 103.02 Code is amended to read as follows:

103.02 STORMWATER UTILITY RATES. All property owners and residents in the City benefit from a stormwater management program. All property owners receive indirect benefits from a properly constructed, maintained, and operated stormwater management system for the entire City which is on public property.

Bondurant's public stormwater infrastructure conveys rain and snowmelt runoff from developed properties. The major contributing factor in water pollution and erosion is the amount of runoff. Impervious area on developed properties increases the amount of runoff, which in turn increases the necessary size of pipes, structures, basins, and other facilities.

An impervious surface is any constructed surface that inhibits the natural infiltration of stormwater into the soil. Common impervious areas include, but are not limited to, constructed surfaces, including pavement (asphalt, concrete, brick, gravel, etc.), sidewalks, rooftops, and non-wooden decks and patios, and other surfaces that prevent or impede the natural infiltration of stormwater runoff that existed prior to development.

The stormwater rate structure utilizes a property's impervious surface area for assessing the stormwater charge. A unit of impervious surface area on an average single-family, residential property, or "equivalent residential unit (ERU)," is the quantity used for assessing stormwater charges. One ERU equals two thousand, four hundred fifty (2,450) square feet of impervious area for the City of Bondurant.

Every owner of developed property within the corporate limits of the City of Bondurant shall pay a monthly Stormwater Utility charge that is calculated based on the following method:

- Urban Residential and Non-Secular: Single-family residential customers and duplexes, and Multi-family residential (3 units or more) as well as Churches, cathedrals, temples, and similar places of worship with gross property area less than or equal to two (2) acres will be assigned one Residential-class ERU and assessed a stormwater charge that is equivalent to one ERU unit rate per month. Urban Residential and Non-Secular properties, including Multi-family residential, greater than 2 acres will be assigned ERUs based on the property's individually measured impervious area (in square feet) divided by one ERU or 2,450 square feet, and rounding up to the nearest integer. The monthly stormwater charge assessed to each of these properties is the number of the ERUs times the Residential ERU unit rate.

- Agricultural Residential includes properties that are classified by the Polk County Assessor as "Agricultural" or "Residential on Ag". Agricultural Residential customers with gross property area less than or equal to two (2) acres will be assigned one Agricultural Residential-class ERU and assessed a stormwater charge that is equivalent to one ERU unit rate per month. Agricultural Residential properties greater than two (2) acres will be assigned ERUs based on the property's individually measured impervious area (in square feet) divided by one ERU or 2,450 square feet, and rounding up to the nearest integer. The monthly stormwater charge assessed to each of these properties is the number of the ERUs times the Agricultural ERU unit rate.

- Commercial and Institutional: All other developed properties (businesses, schools, government facilities) shall be assigned a number of ERUs based upon the property's individually measured impervious area (in square feet) divided by one ERU, or 2,450 square feet, and rounding up to the nearest integer. The monthly stormwater charge assessed to each of these properties is the number of ERUs times the ERU unit rate.

- Stormwater charges for new residential or non-secular customers with gross property area greater than two (2) acres or non-residential developments shall be based on field measurements of impervious areas.

Commencing on May 1, 2021 ~~September 1, 2019~~, and continuing thereafter, the monthly unit rate shall be:

Urban Residential and Non-Secular:	$6.59 per ERU per month; and
Commercial and Institutional:	$3.25 per ERU per month.
Agricultural Residential:	$3.25 per ERU per month.

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 applied to all bills issued on and after 5/1/2021.

PASSED AND APPROVED by the City Council this xx day of September 2021.

CITY OF BONDURANT, POLK COUNTY, IOWA

____
CURT SULLIVAN, MAYOR

ATTEST:

____
SHELBY HAGAN, CITY CLERK

FIRST CONSIDERATION:
SECOND CONSIDERATION:
THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. 210201-201 was published as required by law on the 10th day of February 2021.

____

Shelby Hagan
City Clerk

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 8.c.
For Meeting of 9/20/2021
Ordinance

TITLE: -(Second Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the Zoning Classification of Certain Real Estate from Agricultural (A-1) to Planned Unit Development (R-5) and amending the Future Land Use Map from Single-Family Residential to Multi-Family and Commercial in areas shown on the Conceptual Plan

CONTACT PERSON:
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Council approved the first reading of the attached ordinance during their meeting on Tuesday, September 7th, 2021. During the public hearing, Council noted the following items they would like to see addressed by the developer prior to the second ordinance reading:

1. The amount of 50'-wide lots should be reduced. *To address this comment, the attached updated Conceptual Plan now shows 8 fewer 50'-wide lots and 8 additional 60'-wide lots. These lots are located along the parkland and east private detention pond area.*
2. Further information was requested regarding the multi-family areas proposed (type, status on basements, building design, and whether or not the developer would consider labeling the NE corner in red as just commercial and not commercial/mutli-family). *No changes to the attached PUD Conceptual Plan have been made on this topic.*

This agenda statement includes a summary of the September 7th public hearing only. The September 7th agenda statement contains further background on the requested zoning and future land use map amendment.

FUNDING SOURCE: NA - the City does not fund residential development.

STAFF RECOMMENDATION: The Planning & Zoning Commission voted on recommended approval with a 7-0 vote at their meeting on August 26, 2021.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 210907-210
2. Top Farms PUD Conceptual Plan 2021-09-14

CITY OF BONDURANT
ORDINANCE NO. 210907-210

AN ORDINANCE PROVIDING FOR A CHANGE IN FUTURE LAND USE FROM SINGLE-FAMILY RESIDENTIAL TO MULTI-FAMILY RESIDENTIAL AND COMMUNITY COMMERCIAL IN AREAS AS SHOWN ON THE TOP FARMS PUD CONCEPTUAL PLAN; AND AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE FROM AGRICULTURAL (A-1) TO PLANNED UNIT DEVELOPMENT (R-5)

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

Section 1. **PURPOSE.** The purpose of this ordinance is to change the future land use from Single-Family Residential to Multi-Family Residential and Community Commercial on property located in Bondurant, Polk County, Iowa as described as follows:

THOSE PORTIONS OF THE TOP FARMS PUD CONCEPTUAL PLAN SHOWN AS MULTI-FAMILY AND COMMERCIAL ON LAND DESCRIBED AS FOLLOWS: THAT PART OF THE EAST ½ OF SECTION 29, TOWNHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA LYING NORTHERLY OF NE HUBBELL ROAD (US HIGHWAY 65) AND LYING NORTHERLY OF PARK SIDE PLAT 2, AN OFFICIAL PLAT.

AND

To change the zoning from Agricultural (A-1) to Planned Unit Development (R-5) on the following property located in Bondurant, Polk County, Iowa and described as follows:

THAT PART OF THE EAST ½ OF SECTION 29, TOWNHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA LYING NORTHERLY OF NE HUBBELL ROAD (US HIGHWAY 65) AND LYING NORTHERLY OF PARK SIDE PLAT 2, AN OFFICIAL PLAT.

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

1. That the zoning change will create consistency between the City's Future Land Use Plan and Official Zoning Map.
2. That the change zoning will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
3. That the zoning change will not negatively impact the character of the neighborhood.

4. That the public notice of this intended change has been published as by law required.

Section 3. **HEREBY REZONED.** The property, above described, is hereby rezoned to Planned Unit Development (R-5).

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

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

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

CITY OF BONDURANT, POLK COUNTY, IOWA

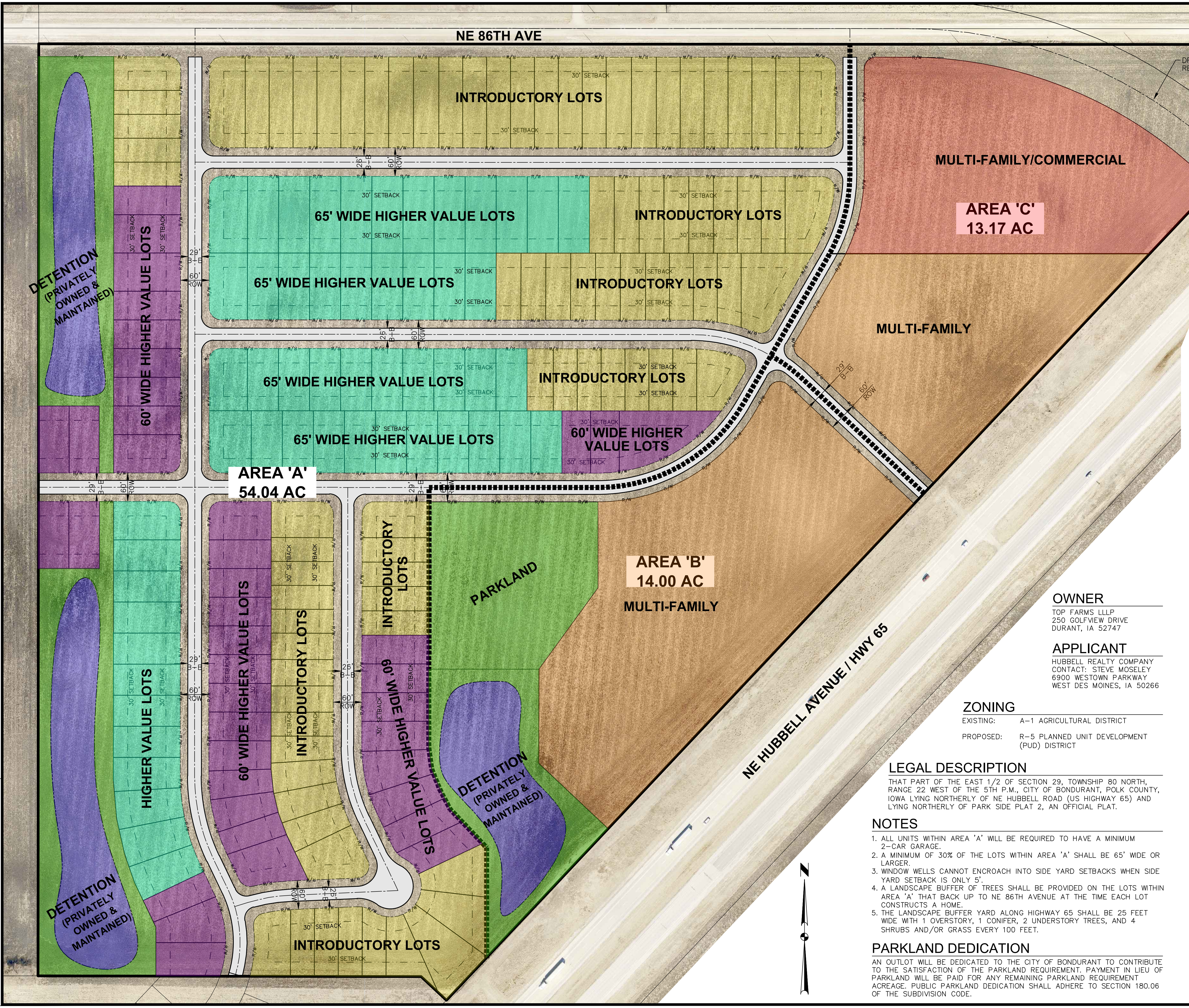
____
CURT SULLIVAN, MAYOR

ATTEST:

____
SHELBY HAGAN, CITY CLERK

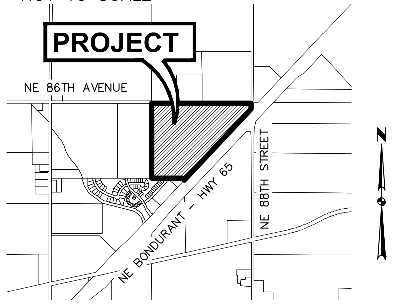
(SEAL)

FIRST CONSIDERATION:
SECOND CONSIDERATION:
THIRD CONSIDERATION:



VICINITY MAP

NOT TO SCALE



BONDURANT, IOWA

AREA 'A' DEVELOPMENT SUMMARY

SINGLE FAMILY DETACHED LOTS

PERMITTED USES – PRINCIPAL: ONE-STORY, TWO-STORY, AND ONE AND ONE-HALF STORY HOMES.

SETBACKS
FRONT YARD = 30 FT
REAR YARD = 30 FT PRINCIPAL STRUCTURE
= 5 FT ACCESSORY BUILDING
SIDE YARD = 5 FT PRINCIPAL STRUCTURE
= 3 FT ACCESSORY BUILDING
SIDE YARD (65'-WIDE LOTS) = 15 FT TOTAL, WITH 7' MIN. ON ONE SIDE WHEN TWO-STORY, 5' MIN. ON ONE SIDE WHEN ONE-STORY OR ONE AND ONE-HALF STORY.

UNCOVERED DECKS MAY ENCROACH INTO THE REAR SETBACK UP TO 10 FT FROM REAR PROPERTY LINE. COVERED DECKS MUST MEET REAR YARD SETBACK.

LOT WIDTH RANGE FROM 50 FT TO 90 FT
MIN. LOT AREA = 5,000 SF

MINIMUM FLOOR AREA
RANCH = 1,000 SF
TWO STORY = 1,000 SF OF LIVABLE SPACE
SPLIT LEVEL = 875 SF ON TWO ADJACENT LEVELS
SPLIT FOYER = 850 SF ON THE MAIN FLOOR

180 LOTS / 54.04 ACRES = 3.3 LOTS/ACRE
* AREA INCLUDES DETENTION PONDS & PARKLAND

AREA 'B' DEVELOPMENT SUMMARY

MULTI-FAMILY: TOWNHOMES OR APARTMENTS

TOWNHOMES (MAX. 12 DU/AC.):
SETBACKS
FRONT YARD = 25 FT
REAR YARD = 25 FT
UNCOVERED DECKS MAY ENCROACH INTO THE REAR SETBACK UP TO 10 FT FROM REAR PROPERTY LINE. COVERED DECKS MUST MEET REAR YARD SETBACK.
MIN. DISTANCE BETWEEN BUILDINGS = 10 FT
MAXIMUM HEIGHT = 45 FT
TWO PARKING STALLS SHALL BE PROVIDED FOR EACH UNIT.

APARTMENTS (MAX. 20 DU/AC.):
SETBACKS
FRONT YARD = 30 FT
REAR YARD = 35 FT PRINCIPAL STRUCTURE
= 5 FT ACCESSORY BUILDING
SIDE YARD = 10 FT PRINCIPAL STRUCTURE
= 3 FT ACCESSORY BUILDING
UNCOVERED DECKS MAY ENCROACH INTO THE REAR SETBACK UP TO 10 FT FROM REAR PROPERTY LINE. COVERED DECKS MUST MEET REAR YARD SETBACK.
MIN. DISTANCE BETWEEN BUILDINGS = 15 FT
MAXIMUM HEIGHT = 45 FT
1.5 PARKING STALLS SHALL BE PROVIDED FOR EACH 1 BEDROOM UNIT, AND 2 PARKING STALLS FOR EACH 2 BEDROOM OR LARGER UNIT.

AREA 'C' DEVELOPMENT SUMMARY

COMMERCIAL OR MULTI-FAMILY

MULTI-FAMILY:
AREA 'B' BULK REGULATIONS SHALL ALSO APPLY.

COMMERCIAL:
SETBACKS
FRONT YARD = 30 FT
REAR YARD = 25 FT PRINCIPAL STRUCTURE
= 5 FT ACCESSORY BUILDING
SIDE YARD SETBACKS SHALL BE NONE EXCEPT WHEN ADJACENT TO RESIDENTIAL DISTRICT THEN A 10' BUFFER WITH 6' OPAQUE FENCE.

THE MAXIMUM HEIGHT OF THE PRINCIPAL BUILDING SHALL BE 55 FEET.
THE MAXIMUM NUMBER OF STORIES SHALL BE 2 STORIES.
THE MINIMUM AMOUNT OF OPEN SPACE SHALL BE 10%.
GENERAL COMMERCIAL (C-2) DISTRICT USES ARE ALLOWED.

OWNER

TOP FARMS LLLP
250 GOLFVIEW DRIVE
DURANT, IA 52747

APPLICANT

HUBBELL REALTY COMPANY
CONTACT: STEVE MOSELEY
6900 WESTOWN PARKWAY
WEST DES MOINES, IA 50266

ZONING

EXISTING: A-1 AGRICULTURAL DISTRICT

PROPOSED: R-5 PLANNED UNIT DEVELOPMENT (PUD) DISTRICT

LEGAL DESCRIPTION

THAT PART OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA LYING NORTHERLY OF NE HUBBELL ROAD (US HIGHWAY 65) AND LYING NORTHERLY OF PARK SIDE PLAT 2, AN OFFICIAL PLAT.

NOTES

1. ALL UNITS WITHIN AREA 'A' WILL BE REQUIRED TO HAVE A MINIMUM 2-CAR GARAGE.
2. A MINIMUM OF 30% OF THE LOTS WITHIN AREA 'A' SHALL BE 65' WIDE OR LARGER.
3. WINDOW WELLS CANNOT ENCROACH INTO SIDE YARD SETBACKS WHEN SIDE YARD SETBACK IS ONLY 5'.
4. A LANDSCAPE BUFFER OF TREES SHALL BE PROVIDED ON THE LOTS WITHIN AREA 'A' THAT BACK UP TO NE 86TH AVENUE AT THE TIME EACH LOT CONSTRUCTS A HOME.
5. THE LANDSCAPE BUFFER YARD ALONG HIGHWAY 65 SHALL BE 25 FEET WIDE WITH 1 OVERSTORY, 1 CONIFER, 2 UNDERSTORY TREES, AND 4 SHRUBS AND/OR GRASS EVERY 100 FEET.

PARKLAND DEDICATION

AN OUTLOT WILL BE DEDICATED TO THE CITY OF BONDURANT TO CONTRIBUTE TO THE SATISFACTION OF THE PARKLAND REQUIREMENT. PAYMENT IN LIEU OF PARKLAND WILL BE PAID FOR ANY REMAINING PARKLAND REQUIREMENT ACREAGE. PUBLIC PARKLAND DEDICATION SHALL ADHERE TO SECTION 180.06 OF THE SUBDIVISION CODE.

REVISIONS	DATE
REVISED	9/14/2021
REVISED	8/23/2021
REVISED	7/16/2021
PREPARED	7/01/2021

CIVIL DESIGN ADVANTAGE
3405 S.E. CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
ENGINEER:
TECH:

TOP FARMS
PUD CONCEPTUAL PLAN
BONDURANT, IOWA

1 / 1

2012.716

BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 9.a.
For Meeting of 9/20/2021
Discussion Item

TITLE: -Collaboration with the School District (Sports Courts)

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None