

**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/81934931915>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL DECEMBER 6, 2021

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on December 6, 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. **Public Hearing**
 - a. Hold public hearing regarding the 16th Street NE, Grant Street North to Pleasant Street NE, Water Connection Fee District and establishing connection fees therein
 - b. Hold public hearing regarding the 16th Street NE, Pleasant Street NE to NE Hubbell Avenue, Water Connection Fee District and establishing connection fees therein
 - c. Hold public hearing regarding the Franklin Street - 2nd Street NW to the Former Railroad Right-of-Way Water Connection Fee District and establishing connection fees therein
 - d. Hold public hearing regarding the Franklin Street NE - 2nd Street NW North 1/2 Mile Water Connection Fee District and establishing connection fees therein
 - e. Hold public hearing regarding request for rezoning from Medium Industrial (M-2) to Central Business (C-4) on property adjacent to the C-4 District
 - f. Hold Public Hearing on Luther Park Bond Issuance
6. **Consent Agenda:**

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

 - a. Approval of City Council Meeting Minutes of November 15, 2021
 - b. Receive and File - Parks & Recreation Board Meeting Minutes of August

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.

**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/81934931915>*

19, 2021, and Library Board Meeting Minutes of November 3, 2021 & Director's Report

- c. Claims List & Treasurer's Report
- d. Applications for Council Approval
- e. -Resolution designating the Official Newspapers of Record for 2022
- f. -Resolution approving Appointments for City Legal and Engineering Services
- g. -Resolution approving City Council Meeting Dates for Calendar Year 2022
- h. -Resolution designating the Official Depositories for Calendar Year 2022
- i. -Resolution approving Appointments to the Polk County Joint E911 Service Board
- j. -Resolution appointing Persons to Serve as Commissioner and Alternate for the Des Moines Regional Transit Authority (DART)
- k. -Resolution approving the acquisition of Certain Property Interests associated with the Highway 65 Utility Extension Project and authorizing associated payments
- l. -Resolution approving Pay Request No. 8 to Shive-Hattery for the Professional Services Agreement for Commerce Crossings Development Public Improvements Project in the amount of \$17,369.
- m. Resolution approving Pay Request No. 9 for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project to Concrete Technologies Inc. in the amount of \$123,205.27
- n. -Resolution approving Pay Request No. 10 for the Northeast Storm Sewer Public Infrastructure Project to Absolute Infrastructure in the amount of \$7,467
- o. -Resolution approving Pay Request No. 5 for the 2020 Washington Street Deceleration Lane Project to Alliance Construction Group in the amount of \$6,879.90
- p. -Resolution approving Pay Request No. 6 for the 2020 Washington Street Deceleration Lane Project to Alliance Construction Group in the amount of \$16,597.10
- q. -Resolution approving Certificate of Completion for the 2020 Washington Street Deceleration Lane Project (Alliance Construction Group)

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.

**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/81934931915>*

- r. - Resolution approving Shive-Hattery Professional Services Agreement in the amount of \$56,350 for work associated with Step 3 of the Myers Site Certification
- s. - Resolution approving Veenstra & Kimm Professional Services Agreement in the amount of \$271,000 for Construction Design Service Work Associated with the New Street and Realigned Intersection out to Highway 65 near Myers Certified Site Area
- t. -Resolution affixing a date for a public hearing on December 20th, 2021 to consider an ordinance amending Chapter 3 of the Bondurant Code of Ordinances, titled Municipal Boundaries and Precincts
- u. -Resolution approving the CDL Training Site Plan at 2408 Robinson Avenue, NE
- v. -Resolution approving the Midstates Precast Products Site Plan at 2340 Hubbell Avenue, SW
- w. -Resolution approving Pay Request No. 15 from Story Construction for the Construction Management of the Library Expansion & Renovation Project in the Amount of \$5,775.79
- x. -Resolution determining to Fill Council Vacancy through Appointment
- y. R-211011-271-Resolution approving Pay Request No. 13 to Multiple Vendors for the Bondurant Library Expansion Project in the amount of \$24,755.63
- z. -Resolution Authorizing and Providing for the Issuance of Not to Exceed \$7,000,000 Aggregate Principal Amount of Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 and Approving the Execution of Documents Relating to the Bonds, and Related Matters
- aa. -Resolution supporting the Application to the International City/County Management Association for a Scholarship to the Harvard Kennedy School Senior Executives in Local Government Program
- bb. -Resolution approving Appointments to WRA Board and Technical Committee for CY 2022
- cc. -Resolution appointing a Representative to Eastern Polk Innovation Collaborative (EPIC)
- dd. -(Second Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the Zoning Classification 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.

**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/81934931915>*

- Certain Real Estates from Agricultural (A-1) to Medium Industrial (M-2), pending annexation, and amending the Future Land Use Map from Reserve Ag/Residential and Reserve Industrial to Industrial
- ee. -Resolution approving Real Estate Purchase Agreement for parcels 230/00455-008-000; 230/00455-009-000; and 230/00455-000-000, authorizing Payment for the Acquisition of Property and authorizing the Taking of Necessary Steps for the Closing of the Property Acquisition Transaction
- 7. Guests requesting to address the City Council
 - 8. Action Items
 - a. -(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 Medium Industrial (M-2) to Central Business (C-4)
 - b. -(First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending Chapter 93 - Water Connection Fee Districts
 - c. -Resolution approving Appointments to the BRAVO Board for CY 2021
 - d. -Resolution appointing Appointments to the Des Moines Convention and Visitors Bureau Board of Directors
 - e. -Resolution approving Appointments to Des Moines Area MPO and Des Moines Area MPO's Transportation Technical Committee
 - f. -Resolution approving Appointments to MWA Board for CY 2022
 - g. -Resolution appointing Representatives to the Polk County Emergency Management Commission
 - 9. Discussion Items -
 - a. City Precinct Boundaries Review
 - b. -Discussion and Possible Consideration of a Resolution approving an Agreement with ClearGov for Digital Budget Book, Transparency, and Capital Budgeting Software in the amount of \$20,100
 - 10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members

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

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

**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/81934931915>*

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

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

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.



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

Item No. 5.a.
For Meeting of 12/6/2021
Public Hearing

TITLE: Hold public hearing regarding the 16th Street NE, Grant Street North to Pleasant Street NE, Water Connection Fee District and establishing connection fees therein

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: This item is to hold a public hearing to consider adoption of the ordinance to establish the 16th Street NE, Grant Street North to Pleasant Street NE, Water Connection Fee District and to establish connection fees therein. The map below shows the proposed boundary of this water connection fee district area.

would be required to connect since he is currently served by a rural water line; he will not be required to connect.

FUNDING SOURCE: Water revenues

STAFF RECOMMENDATION: Hold public hearing

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.b.
For Meeting of 12/6/2021
Public Hearing

TITLE: Hold public hearing regarding the 16th Street NE, Pleasant Street NE to NE Hubbell Avenue, Water Connection Fee District and establishing connection fees therein

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: This item is to hold a public hearing to consider adoption of the 16th Street NE, Pleasant Street NE to NE Hubbell Avenue, Water Connection Fee District and to establish connection fees therein. The map below shows the proposed boundary of this water connection fee district area. This proposed connection fee district will not overlap the existing Park Side Water Connection Fee District.

FUNDING SOURCE: Water revenues

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.c.
For Meeting of 12/6/2021
Public Hearing

TITLE: Hold public hearing regarding the Franklin Street - 2nd Street NW to the Former Railroad Right-of-Way Water Connection Fee District and establishing connection fees therein

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: This item is to hold a public hearing to consider adoption of the Franklin Street - 2nd Street NW to the Former Railroad Right-of-Way Water Connection Fee District and to establish connection fees therein. The map below shows the proposed boundary of this water connection fee district area.

ATTACHMENTS: None



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

Item No. 5.d.
For Meeting of 12/6/2021
Public Hearing

TITLE: Hold public hearing regarding the Franklin Street NE - 2nd Street NW North 1/2 Mile Water Connection Fee District and establishing connection fees therein

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: This item is to hold a public hearing to consider adoption of the Franklin Street NW - 2nd Street NW North 1/2 Mile Water Connection Fee District and to establish connection fees therein. The map below shows the proposed boundary of this water connection fee district area.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.e.
For Meeting of 12/6/2021
Public Hearing

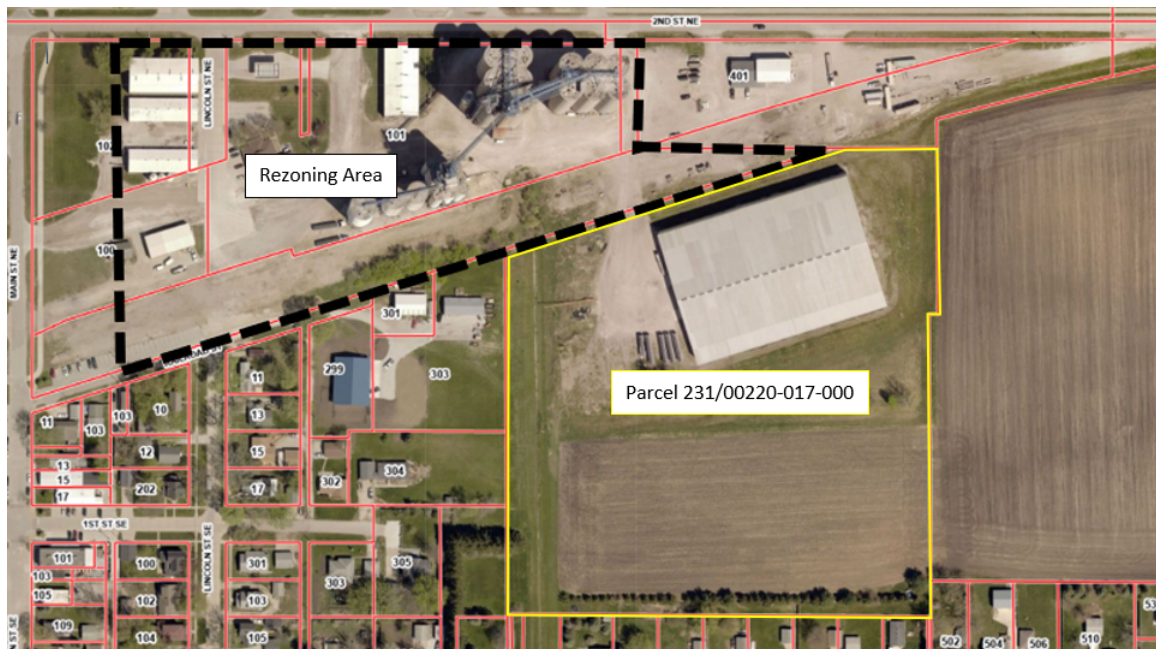
TITLE: Hold public hearing regarding request for rezoning from Medium Industrial (M-2) to Central Business (C-4) on property adjacent to the C-4 District

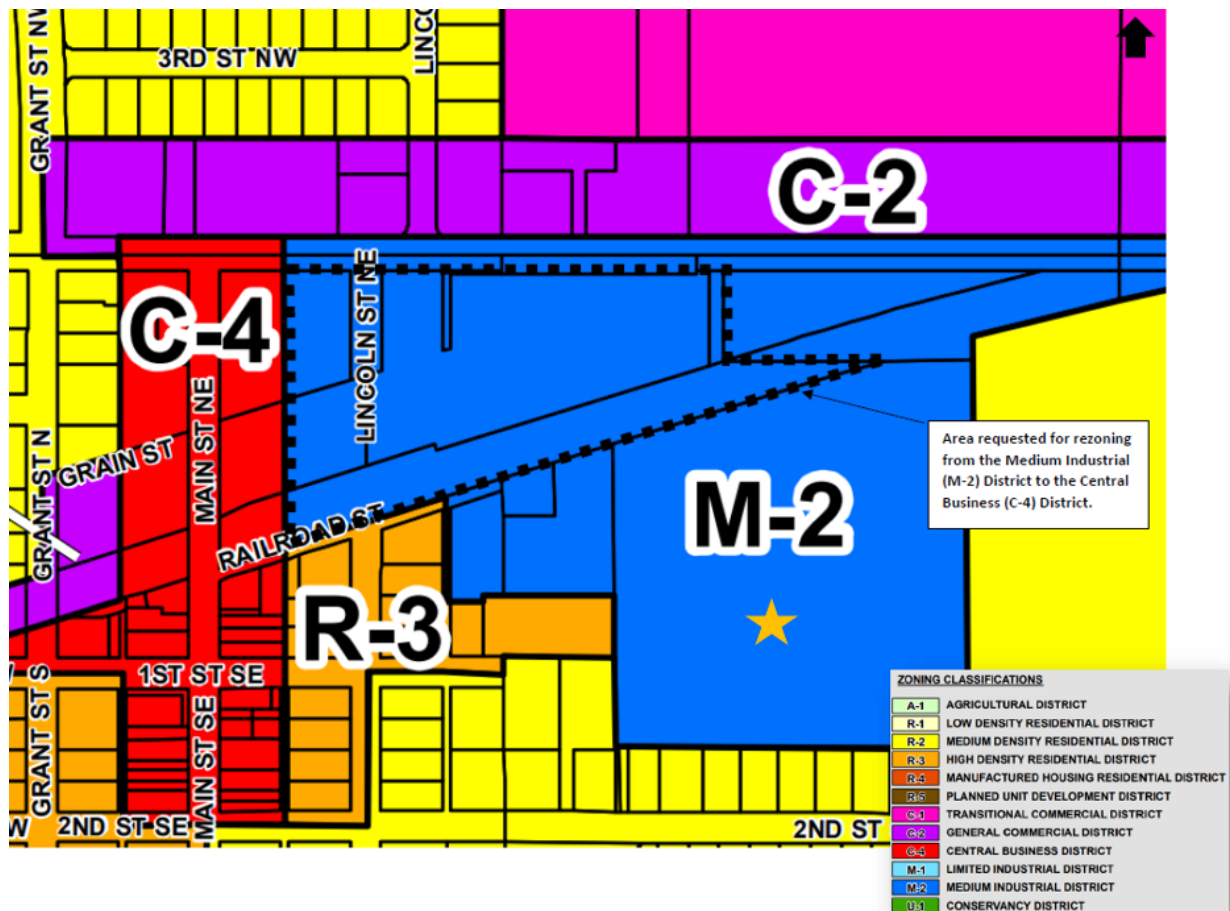
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Brief History:

This agenda item is to hold the rezoning public hearing associated with the Commission/Council-initiated rezoning request, as is allowable per Section 179.04.1 of the Zoning Code, on portions of property currently owned by the Landus Cooperative near the downtown area. The rezoning to be considered will be a rezoning from the City's Medium Industrial (M-2) to the Central Business (C-4) District for the area shown in bolded black in the maps below. The rezoning encompasses all of the downtown-area Landus property, except for the Landus property already zoned C-4 along Main Street NE and also except for Parcel 231/00220-017-000. It is anticipated a rezoning for all or portions of Parcel 231/00220-017-000 will be considered at a later date after this site has been evaluated in further detail as it relates to the area's Future Land Use Map.



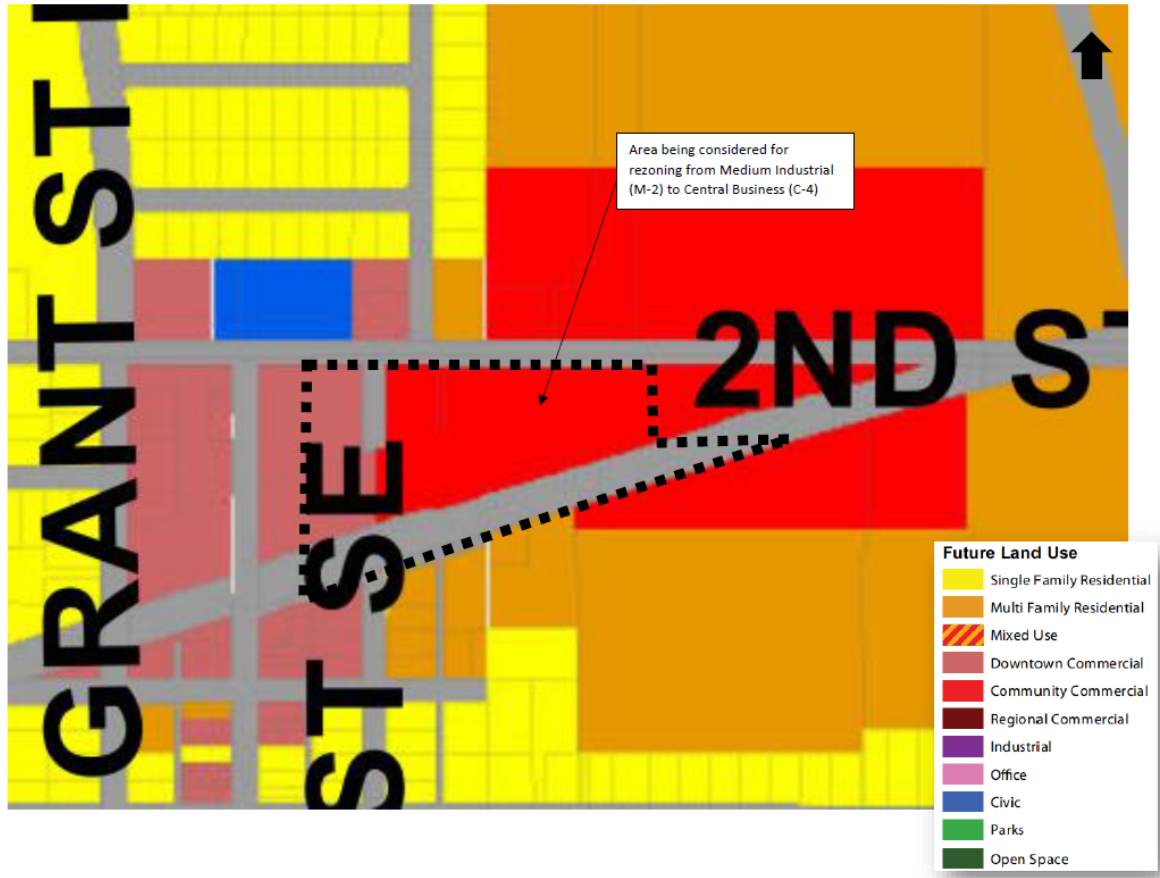


Analysis:

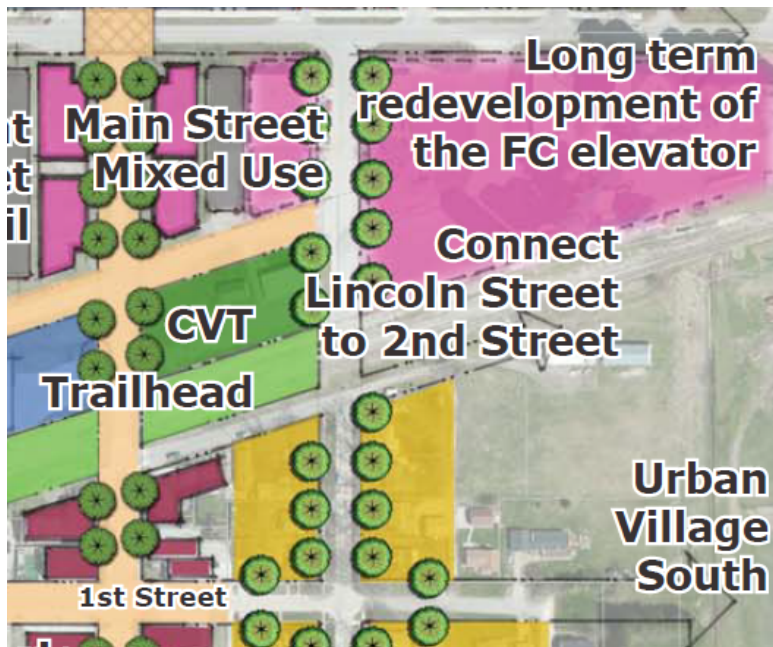
When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: Comprehensive Plan, Consistency with the Zoning Code, Spot Zoning, and Public Input.

Comprehensive Plan

When a City considers a rezoning ordinance, it must find the rezoning is consistent with its Future Land Use Map. The bolded black area in the Future Land Use Map excerpt below represents the area being considered for rezoning. This map shows that the rezoning request is consistent with the Future Land Use Map, which currently guides for commercial development within the rezoning area.



This rezoning area is located within the Comprehensive Plan's identified Downtown Growth Area. A rezoning to the C-4 District could allow for the mixed use redevelopment scenario shown on Page 47 of the Comprehensive Plan and also shown below.



Consistency with the Zoning Code

Zoning Code consistency will be evaluated in further detail if/when redevelopment within the rezoning area is proposed. The eventual uses must be permitted uses of the C-4 District. Below is a brief summary of these uses - for the entire list of uses, please see Section 178.10.1 of the Zoning Code.

Permitted Use Summary:

- Retail, such as antique shops, apparel shops, art shops, auto and home supply stores, baby and children's stores, bicycle shops, book stores, camera stores, dry goods stores, florist shops, furniture stores, grocery stores, hardware stores, hobby shops, household appliance stores, jewelry stores, key shops, leather goods store, music stores, paint and wallpaper stores, plumbing/heating/air conditioning/refridgeration shops, tv sales shops, shoe and hat shops, toy stores, variety stores,
- Bakeries, confectionery stores, dairy stores, delicatessens, meat markets, restaurants, night clubs, cafes, taverns
- Car washes
- Clubs and lodges
- Consumer retail uses, personal service business
- Dance studios
- Funeral homes
- Hotels and motels
- Launderettes and dry cleaning establishments
- Medical, dental, osteopathic and clinics
- Music studios
- Printing shops
- Professional offices
- Public buildings
- Tailor and dressmaking shops
- Veteranarian clinics or hospitals
- Churches and similar places of worship
- Museums, libraries, parks, playgrounds, community centers
- Dwelling units, provided that said units are not located on the first floor

If the rezoning from M-2 to C-4 is approved, the existing grain elevator use will be subject to Section 176.04 of the Zoning Code, titled Nonconforming use of Structures.

Spot Zoning

To determine whether illegal spot zoning has occurred, the courts consider the rezoning takes into account the following:

1. The characteristics of surrounding property;
2. the community's comprehensive plan;
3. the protection and preservation of public health, justice, morals, order, safety and security, and welfare (police power).

It does not appear that spot zoning will exist if the rezoning from M-2 to C-4 is approved, as the City's Future Land Use Map supports the rezoning. Further, this rezoning area is adjacent to

existing C-4 land to the west.

Public Input

As required by the City's Zoning Code, letters were sent out to property owners within 200' of the proposed rezoning area notifying them of the rezoning being considered. Landus was also notified. At the time of writing this agenda statement, one comment has been received. The comment received was from Landus on November 10th - the Landus comment read: Landus is agreeable with this proposal and has no objection to the change in zoning, so long as we are allowed to continue to operate our existing business at this location until we are able to see and close on the sale of said property sometime around the Spring of 2022. Staff responded, noting that the existing Landus Cooperative use will be recognized as a lawful pre-existing, non-conforming use per Section 176.04 of the Zoning Code; meaning that yes, Landus Cooperative can continue to operate its existing business at this location until the property is sold - so long as Landus does not vacate the Landus use for more than 6 months. The lawful pre-existing, nonconforming Landus use will be subject to the following provisions of Section 176.04 of the Zoning Code, titled Nonconforming Uses of Structures:

1. No existing structure devoted to a use not permitted by the Zoning Code in the district in which it is located shall be enlarged, extended, constructed, reconstructed, or structurally altered except in changing the use of the structure to a use permitted in the district in which it is located.
2. Any nonconforming use may be extended throughout any of the parts of a building which were manifestly arranged or designed for such use at the time of adoption or amendment of the Zoning Code, but no such use shall be extended to occupy any land outside such building.
3. If no structural alterations are made, any nonconforming use of a structure, or structure and premises, may be changed to a more restricted classification.
4. When a nonconforming use of a structure, or structure and premises in combination, is discontinued or abandoned for six (6) months, the structure, or structure and premises in combination, shall not thereafter be used except in conformance with the regulations of the district in which it is located.
5. Any structure devoted to a use made nonconforming by this Ordinance, that is destroyed by any means to an extent of sixty percent (60%) or more of its replacement cost at the time of destruction, exclusive of the foundation(s), shall not be reconstructed and used as before such happening. If the structure be less than sixty percent (60%) destroyed above the foundation(s), it may be reconstructed and used as before provided reconstruction be started within six (6) months of such happening and be completed within one (1) year, and be built of like or similar materials.
6. Where nonconforming use status applied to a structure and premises in combination, removal of the structure shall eliminate the nonconforming status of the land.

Staff also explained that the next use/uses at this location cannot be industrial, as another industrial use would not be considered a more restricted classification (see Item 3 above). The next use/uses will need to comply with the use requirements of the C-4 District.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Hold public hearing.

The Planning & Zoning Commission held their public hearing on November 18th, 2021 and voted on recommended approval with a 6-0 vote. There was some discussion as to why Parcel 231/00220-017-000 is not being included as part of this current rezoning. Staff explained that this Parcel 231/00220-017-000 will need to be evaluated in further detail prior to bringing a rezoning forward to the Commission and Council, as a rezoning of this area may also include a Future Land Use Map update. Staff will be

meeting with a potential developer of this Parcel 231/000220-017-000 to gather further information on the use/uses proposed.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.f.
For Meeting of 12/6/2021
Public Hearing

TITLE: Hold Public Hearing on Luther Park Bond Issuance

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: On November 1, 2021, Staff communicated that the Legal Counsel for Luther Park Apartments, Inc. is requesting that the City of Bondurant process a conduit bond issue for them. (The City previously issued served as a conduit for them in 2015.) A conduit bond is a mechanism for a non-profit entity to use the City's bonding capacity to issue tax exempt bonds. The City effectively acts as a conduit between the purchasers of the bonds and the borrower. The City is NOT liable for repaying the bond and the bond does not constitute indebtedness of the municipality. The amount does, however, count towards the City's annual bank qualification, which is \$10 million. The City has excess bank qualification and the City's bank qualification status renews on January 1, 2022. The City receives a fee for handling the conduit.

At that meeting, the City Council set a public hearing date for December 6, 2021. This is the time and date for the public hearing to be held on the bond issuance.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BONDURANT CITY COUNCIL

Minutes

November 15, 2021

Bondurant City Council

1. Roll Call

Present: Mayor Curt Sullivan, Council Member Tara Cox, Council Member Doug Elrod, Council Member Angela McKenzie, Council Member Bob Pepper

Absent: Council Member Wes Enos

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, Finance Director Jene Jess

2. Call to Order and Declaring a Quorum

Mayor Sullivan called the meeting to order at 06:02 PM and declared a quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Pepper, seconded by Cox, to approve the agenda. Vote on Motion 4-0. 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 City Council Meeting Minutes of November 1, 2021

b. Receive & File - Annual Urban Renewal Report for Fiscal Year 2020-2021

c. Receive & File - Library Board Meeting Minutes of October 6, 2021 & Library Director's Report

d. Claims List

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

- e. Applications for Council Approval
- f. Approval of RFQ for Tree Removal
- g. R-211115-293-Resolution setting Public Hearing to Consider a Rezoning from the Medium Industrial (M-2) District to Central Business (C-4) District on Portions of Land Adjacent to the C-4 District
- h. R-211115-294-Resolution setting a date of Public Hearing to Consider 16th Street NE, Grant Street North to Pleasant Street NE, Water Connection Fee District and Establishing Connection Fees Therein
- i. R-211115-295-Resolution setting a date of Public Hearing to consider the Franklin Street - 2nd Street NW to the Former Railroad Right-of-Way Water Connection Fee District and establishing connection fees therein
- j. R-211115-296-Resolution setting a date of Public Hearing to Consider 16th Street NE, Pleasant Street NE to NE Hubbell Avenue, Water Connection Fee District and Establishing Connection Fees Therein
- k. R-211115-297-Resolution setting a date of Public Hearing to Consider the Franklin Street NW - 2nd Street NW North 1/2 Mile Water Connection Fee District and Establishing Connection Fees Therein
- l. R-211115-298-Resolution Setting Date for Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment
- m. R-211115-299-Resolution obligating Funds from the Urban Renewal Tax Revenue Funds for Appropriation to the Payment of Annual Appropriation Tax Increment Financed Obligations which shall come due in the Next Succeeding Fiscal Year
- n. R-211115-300-Resolution authorizing the Tax Increment Financing (TIF) Indebtedness Certification to the County Auditor for Fiscal Year 2023
- o. R-211115-301-Resolution approving the Annual Finance Report to the State of IA for FY21

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

- p. R-211115-303-Resolution of Endorsement for the City of Bondurant's Application to MidAmerican Energy Company's Trees Please! Grant Program for Improvements proposed at Eagle Park
 - q. R-211115-304- Resolution approving ISG Professional Services Agreement in the amount of \$7,000 for Conceptual Design Services to Assist with preparing the City of Bondurant's Application for Funding through the Iowa Department of Agriculture and Land Stewardship's Water Quality Initiative Grant Program for the proposed Eagle Park Improvements
 - r. R-211115-305-Resolution of Endorsement for the City of Bondurant's Application to the Iowa Department of Agriculture and Land Stewardship's Water Quality Initiative Grant Program for Improvements proposed at Eagle Park
 - s. R-211115-306-Resolution approving Pay Request No. 7 to Shive-Hattery for the Professional Services Agreement for Commerce Crossings Development Public Improvements Project in the amount of \$52,407.00
 - t. R-211115-307-Resolution approving Certificate of Completion and Final Acceptance of Agreement Work with the Iowa DOT for Shiloh Rose Parkway/23rd Street SW Public Infrastructure Improvements (Project Omega)
 - u. R-211115-308-Resolution approving Change Order No. 3 (deduct of \$30,445.85) to Ryan Companies US, Inc. for Shiloh Rose Parkway/ 23rd St. SW Public Infrastructure Improvement Project (Project Omega)
 - v. R-211115-309-Resolution approving Pay Request No. 8 for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project to Concrete Technologies Inc. in the amount of \$133,619.73.
 - w. R-211115-310-Resolution of Endorsement for the City of Bondurant's Application to the Rural Innovation Grant Program seeking Funds to Assist with implementation of the Dog Park Project
Motion by Cox, seconded by Pepper, to Approve the Consent Agenda.
Roll Call: Ayes: McKenzie, Elrod, Cox, Pepper. Nays: None. Absent: Enos. Motion carried 4-0.
6. Guests requesting to address the City Council
None.

7. Presentation

- a. Brian Mulcahy, Des Moines Airport
Brian Mulcahy, Des Moines Airport, presented a new terminal funding presentation to the council.

8. **Public Hearing**

- a. Hold public hearing regarding request for annexation of 70.00 acres of land on land owned by James & Judy Nelson and Kathryn Zimmer and Robert Johnson, also known as the Myers Certified Site Application Area.
Mayor Sullivan opened the public hearing at 06:35 PM.
City Administrator Oliver explained that this is related to the certified site.
Planning & Community Development Director Murray presented information to the council regarding the annexation and future land use.
Mayor Sullivan closed the public hearing at 06:39 PM.
- b. Hold public hearing regarding request for rezoning from the Agricultural (A-1) District to the Medium Industrial (M-2) District on property known as the Myers Certified Site Application area, pending annexation; and request for Future Land Use Map update from Reserve Ag/Residential and Reserve Industrial to Industrial.
Mayor Sullivan opened the public hearing at 06:39 PM.
Planning & Community Development Director Murray presented information to council regarding the rezoning request.
Mayor Sullivan closed the public hearing at 06:40 PM.

9. Action Items

- a. R-211115-311-Resolution considering approval of the Myers Certified Site Application Area Annexation Request
Motion by Elrod, seconded by McKenzie, to Approve R-211115-311. Roll Call: Ayes: Cox, Elrod, McKenzie, Pfeffer. Nays: None. Absent: Enos. Motion carried 4-0.
- b. O-211115-216 -(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 Medium Industrial (M-2), pending annexation, and amending the Future Land Use Map from Reserve Ag/Residential and Reserve Industrial to Industrial.
Motion by Pfeffer, seconded by Cox, to Approve the first reading O-211115-216. Roll Call: Ayes: Cox, Elrod, McKenzie, Pfeffer. Nays: None. Absent: Enos. Motion carried 4-0.

- c. O-211101-215 -(Second Reading) Ordinance repealing Ordinance No. 01-202 Providing for the Divison of Taxes Levied on Taxable Property in the 2001 Addition to the Bondurant Urban Renewal Area
Motion by Pfeffer, seconded by Cox, to waive the second reading, and approve the third and final reading of O-211101-215 . Roll Call: Ayes: Cox, Elrod, McKenzie, Pfeffer. Nays: None. Absent: Enos. Motion carried 4-0.
 - d. R-211115-302-Resolution approving Proposal from Vision Electric for Lights in the Downtown Parking Lot for \$17,500
Motion by Cox, seconded by Pfeffer, to Approve R-211115-302. Roll Call: Ayes: Cox, Elrod, McKenzie, Pfeffer. Nays: None. Absent: Enos. Motion carried 4-0.
10. Discussion Items -
- a. Council Vacancy Discussion
Council discussed the options for the upcoming vacancy. Council directed staff to advertise the vacancy and solicit letters of interest and resumes from the public.
11. Reports / Comments and appropriate action thereon:
- a. Mayor
Met with local legislative representatives as well as state representatives, and discussed topics related to municipal government, council appointed committee comments.
 - b. Council Members
McKenzie - None.
Pfeffer - Liaison update.
Cox - Chamber event, BDI meeting, EPIC update.
Elrod - Election and new role comments.
 - c. Administrator
Employee Holiday Luncheon update.
 - d. Directors
Jess - Vaccination mandate update.
Kreuder - Vaccination mandate comments, Iowa Public Health Inspection on November 30th, department updates.
Murray - Redistricting update.
Horton - Watershed Management Authority 28E Agreement update.
12. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Motion by Pfeffer, seconded by Elrod, to close the regular meeting at 07:47 PM, and move into closed session. Roll Call: Ayes: Cox, Elrod,

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

McKenzie, Pepper. Nays: None. Absent: Enos. Motion carried 4-0.
The Mayor closed the Closed Session at 08:08 PM.

13. Adjournment

Motion by Pepper, seconded by Cox, to adjourn at 08:08 PM. Vote on
Motion 4-0. 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 November 15, 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. 6.b.
For Meeting of 12/6/2021
Receive and File

TITLE: Receive and File - Parks & Recreation Board Meeting Minutes of August 19, 2021, and Library Board Meeting Minutes of November 3, 2021 & Director's Report

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Library Board Meeting Minutes of November 3, 2021
2. Library Director's Report November 2021
3. Parks & Rec 21-5 - Signed

Meeting Minutes
Bondurant Community Library | Library Board of Trustees
Wednesday, November 3, 2021

1. **Roll Call:** *Members Present:* Pat Kaura, Craig Kinrade, Josh Bryant, Julie Bergeson, Jen Keeler, Sue Ugulini and Craig Campbell. Library Director Sanders and assistant Director Klinker-Feld were also present.
 2. **Call to order:** Meeting called to order at 7:00 PM by President Kaura.
 3. **Guests present:** Clint Jensen, Story Construction Management; Marketa Oliver, City of Bondurant; Angela McKenzie, City Council liaison [attended virtually].
 4. **Perfecting and Approving the Agenda:** Motion to approve the agenda by Ugulini, seconded by Bryant. Motion carried.
 5. **Capital Improvement Project:** Mr. Clint Jensen [Story Construction Management] provided detailed updates on the capital improvement project, necessary change orders and current budget information. Currently working on minor fixes and final touches.
 - a. **Discussion/Decision Change Orders:** Motion to approve change orders by Ugulini, seconded by Kinrade. Motion carried.
 6. **Approval of Consent Agenda:**
 - a. Minutes of past meeting
 - b. Financial Report
 - c. Approve Warrant list / authorize expenditures
 - d. Staff Report
 - e. Director's Report
 - f. Statistics Review
- Motion to approve the above consent agenda by Kinrade, seconded by Campbell. Motion carried.
7. **Public Comments:** None.
 8. **Library Foundation Update:** Update provided on recent fundraising and outstanding grant applications.
 9. **City Council Liaison Report:** Recent Bondurant elections were reviewed and discussed. Liaison reported on upcoming city events and commercial development.
 10. **Old Business:** None.
 10. **New Business:**
 - a. **Review/Approve Interlibrary Loan Policy.** Motion to approve by Bryant, seconded by Bergeson. Motion carried.

- b. Review/Approve Hours Open Policy.** Beginning November 14, 2021, the Library will be open on Sundays from 12-5 PM. Motion to approve by Bergeson, seconded by Campbell. Motion carried.
- c. Review/Approve Selection/Collection Development Policy.** Motion to approve by Ugulini, seconded by Campbell. Motion carried.

11. Board President Items: President Kaura asked Trustees to complete and return Director Sander's personnel evaluation by December 10th or bring to next meeting.

12. Adjournment: Motion to adjourn by Campbell, seconded by Kinrade. Motion carried and meeting adjourned at 7:42 PM.

Next Meeting: Wednesday, December 1, 2021



Librarian items November 2021

- Work was completed on Nov. 18 & 24 by Brockway to correct the hot water recirculation issue. Brockway installed a new balancing station.
- I met with a reporter from the Des Moines Register on Nov. 23 about our expansion project. The article appeared in the Altoona Herald and the Des Moines Register this week.
- Staff is beginning work to collaborate with the school on Diversity programming to be held in the spring.
- Sunday open hours began on November 14. Circulation was right at 180 for the 2 five hour shifts. Staff will continue to market the new hours.

Stats for November 2021

- Total Circulation for the month 5564, 2525 (2020 Pandemic) last year at this time.
- On-line usage (e-Books, Downloadable music, Tumblebooks, Hoopla (music, ebooks, streaming video), Transparent Language, Brainfuse, Adventure Pass 906, 793 last year.
- Door Count 1467.
- Assisting patrons by phone, with the catalog, computers, etc. 385 and 695 last year.
- Story times- 22 were held with 126 attending, in person, last year 10 story times with 19 attending virtually.
- Total programming attendance 368 for adults, youth and children last year 59 attended.
- Website hits 6393, last year 4568.
- Internet usage in house was 156, last year 26, 894 Wi-Fi users 469 last year, 127 hotspot were used this past month last year 130.
- Meeting room -We are beginning to take reservations for the meeting room again. November had 35 reservations by the community.
- Issued 41 new library cards. Last year we issued 13 cards during the month of November.
- The library did 29 requests for materials from other libraries and provided 54 to other libraries.
- 278 items were added to the collection and 212 were removed.
- 0 Curbside deliveries were made.
- 0 Mobile Printing.
- 0 Inside appointments. The Library has opened for full service.

- One of the adult programs for November was to collect items for patrons of the Iowa Veterans Home. The community was very generous and below is the smiling face (yes she is smiling underneath that mask) of the Veterans Home staff that helped unload what was collected.



Bondurant Parks and Recreation Board
Minutes
August 19, 2021

1. Roll Call

Present: Board Chair Dennis Lyman, Council Member Marian Collision, Council Member Tessa Simpson, Council Member Emily Karwoski, Council Member Joe Miller, Council Member Seth Williams

Absent: Board Member Nic Robinson

City Officials Present: City Administrator Marketa Oliver, Communications and Events Coordinator Nicole Van Houten, City Council Members Bob Pepper

2. Call to Order and Declaring a Quorum

Park and Recreation Chair Lyman called the meeting to order at 06:05 PM and declared a quorum.

3. Abstentions declared

Board Member Nic Robinson

4. Perfecting and Approval of the Agenda

Motion by Collision, seconded by Williams, to approve Parks & Rec 21-5 August 19, 2021 agenda. Vote on Motion 6-0. Motion carried.

5. Approval of Minutes

a. Parks & Rec 21-4

Motion by William, seconded by Miller, to amend the start time, then approve Parks & Rec 21-4, June 30, 2021 minutes. Vote on Motion 6-0. Motion carried.

6. Guests requesting to address the Parks Board

a. Bondurant Cemetery Committee Proposal - presented by John Desaulniers Jr.

The mission of the Bondurant City Cemetery Committee is to improve and enhance the physical, communal, historical, and educational value of the Bondurant City Cemetery in cooperation with the City of BONDURANT, individuals, and all appropriate organizations, to make the cemetery a visually and culturally beneficial part of the city of Bondurant for its citizens and visitors. Please see attached Ongoing Strategies,

Status, and Requests.

Motion by Simpson, seconded by Collison, to approve the Cemetery Committee and recommend it to the City Council to be approved. Vote on Motion 6-0. Motion carried.

- b. Wreath Across American Proposal - presented by John Desaulniers Jr. Motion by Karwoski, seconded by Miller, to approve the Bondurant Cemetery involvement in Wreaths Across America, name John Desaulniers Jr as Location Coordinator and recommend it to City Council for approval. There is no cost for the City to participate. Vote on Motion 6-0. Motion carried.

7. Action Items

- b. Recommended adoption of an amended Chapter 151 of the City Code, to allow for placement of trees within the public right-of-way area
Motion by Miller, seconded by Simpson, to approve the amendment to Chapter 151 of the City Code and recommend it to City Council for approval. Vote on Motion 6-0. Motion carried.

8. Discussion Items -

- a. Discussion and action on the Request for Proposals for Planning for Central Park, including Regional Stormwater Retention Facility
Oliver reported that an RFP for planning the Central Park, which will include a Regional Stormwater Retention Facility, will be going to bid soon. Input is needed on the amenities that the community would like at this location to incorporate into the plan.

Central Park Amenities:

- A trail surrounding the water retention pond to accommodate a 5K or an area for cross-country training opportunities.
 - Disc Golf Course.
 - Specific water depths or water quality to accommodate a public beach area.
 - Boat access for paddle boats, canoes, and kayaks.
 - Building for boat rentals.
- a. Graffiti Area along the Gay Lea Wilson Underpass
Marketa brought an idea to create an art tunnel similar to the Leaked Street tunnel in London. The word "graffiti" can have a negative connotation, so focusing on an "Art Tunnel" and inviting a variety of artists to paint the underpass once a year or periodically is recommended. The board was in support.

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

- b. **Bondurant-Farrar School District Donates Playground Equipment**
The Bondurant-Farrar School district donated playground equipment to the Bondurant Parks department. The board agreed that this equipment would fit best at the Bondurant Recreational Sports Complex, which could be added to the Bondurant Little League playground area or the Bondurant Soccer Club area. This will help sports spectators keep young people occupied while soccer or baseball is in session.
 - c. **Community Recreation Program to highlight neighborhood parks weekly for different activities to bring the neighborhoods together.**
Community Recreation Program Ideas:
 - Similar to the Ankeny Library's program, it hosts a Summer Park Passport. Find hidden images at community parks. Once everything is found, they turn in the passport for a prize. Restricted to Bondurant residents only.
 - Park of the Week highlighted on social media sharing amenities. The Park Passport can cover 8 parks in 8 weeks.
 - The main demographics could be daycare and stay-at-home parents.
 - d. **City Park Phased Budget**
Oliver reported that this would have to be postponed. A meeting with RDG Planning and Design prompted the need for a schematic design of the City Park Plan. A schematic design is a rough construction drawing that offers a general overview of a project's basic features and construction cost estimates, allowing us to determine the concept's overall budget in more detail. This is an imperative step to start a phased budget and work this into the City's overall Capital Project priorities.
9. **Reports and Comments:**
- a. **Event Reports**
On Saturday, June 26, 2021, the Bondurant Parks and Recreation Department were pleased to host Chris Norton back in his hometown for an Ice Cream Social and movie showing of his documentary 7-Yards. The venue was at the Bondurant-Farrar High School, hosted in the cafeteria and auditorium. Three local businesses were invited to offer sweet treats prior to the showing: Somewhere in the Middle, Sweet Swirls, and Home Slice Handmade Pie. Nearly 80 guests attended the hometown show. Bondurant is proud to be included. This was made possible due to a gracious donation from Prairie Meadow's Casino, Racetrack, and Hotel.

On Saturday, July 17, 2021, the Bondurant Parks and Recreation Department hosted the annual Bondu Blues and Brews Festival at the

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

Bondurant Regional Trailhead, inviting the Ducharme-Jones Band to open the show for Sumpin Doo's second year attending this traditional outdoor concert. Two bounce houses were set up, along with a balloon artist and a face-painting booth for the kids. Grandpa's Waffles, Whimsical Wine Trailer, Red Top Taco Truck, Just Chillin', and Reclaimed Rails Brewing Co were onsite offering treats and refreshments. Bondurant Community Foundation announced the Sidewalk Chalk Art Contest winners and Reclaimed Rails Brewing Co. emcee JC Olbrecht announced the Homebrew winner and runner-up. It was a fun-filled night in Bondurant. The event attracted over 400 spectators, which is outgrowing the space we use.

From August 2 - August 4, the three-day B-Safe Kids Day Camp attracted 20 preschoolers preparing for kindergarten. The Polk County Sheriff's Office, Bondurant Emergency Services, Greater Des Moines YMCA, Altoona Pet Supply Plus, Blank Children's Hospital Child Assault Prevention, Bondurant-Farrar Transportation, along with some college students from Indian Hills Community College and high school students from Bondurant-Farrar volunteered their time to bring a memorable safety program. It takes a village!

On Sunday, August 8, 2021, the Bondurant Parks and Recreation Department invited the Mayor of Bondurant to offer a leisurely bike ride along the Chichaqua Valley Trail. It's always a way to get to know a Bondurant leader while enjoying our beautiful community. The idea is to bring new residents out to explore the trail system that Bondurant offers. Three community families joined in this year.

10. Adjournment

Motion by Miller, seconded by Karwoski, to adjourn at 7:55 PM. Vote on Motion 6-0. Motion carried.

ATTEST:


Dennis Lyman
Board Chair


Nicole Van Houten
Communications and Events



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00543 - PYPKT00270 - 11/08-11/21/221 PAID
11/26/2021

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2304 - EBS										Vendor Total: 18,921.92
INV0001600	Invoice	11/26/2021	11/26/2021	12/1/2021	11/26/2021	1,327.70	0.00	0.00	0.00	1,327.70
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 12/1/2021			Bank Draft:	DFT0001293
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,327.70	0.00	0.00	0.00	1,327.70	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,327.70	100.00%				
INV0001605	Invoice	11/26/2021	11/26/2021	12/1/2021	11/26/2021	14,301.12	0.00	0.00	0.00	14,301.12
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 12/1/2021			Bank Draft:	DFT0001297
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	14,301.12	0.00	0.00	0.00	14,301.12	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				14,301.12	0%				
INV0001606	Invoice	11/26/2021	11/26/2021	12/1/2021	11/26/2021	861.21	0.00	0.00	0.00	861.21
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 12/1/2021			Bank Draft:	DFT0001298
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EBS ADMIN COST	Service		0.00	0.00	861.21	0.00	0.00	0.00	861.21	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				861.21	0%				
INV0001608	Invoice	11/26/2021	11/26/2021	12/1/2021	11/26/2021	1,009.77	0.00	0.00	0.00	1,009.77
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 12/1/2021			Bank Draft:	DFT0001300
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,009.77	0.00	0.00	0.00	1,009.77	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				1,009.77	0%				
INV0001609	Invoice	11/26/2021	11/26/2021	12/1/2021	11/26/2021	1,191.73	0.00	0.00	0.00	1,191.73
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 12/1/2021			Bank Draft:	DFT0001301
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	1,191.73	0.00	0.00	0.00	1,191.73	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				1,191.73	0%				
INV0001610	Invoice	11/26/2021	11/26/2021	12/1/2021	11/26/2021	230.39	0.00	0.00	0.00	230.39
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 12/1/2021			Bank Draft:	DFT0001302

Payable Register

Packet: APPKT00543 - PYPKT00270 - 11/08-11/21/221 PAID 11/26/2021

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	230.39	0.00	0.00	0.00	230.39	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2132	VISION WITHHOLDING				230.39	100.00%				

Vendor: [1274 - ICMA-RC SERVICES LLC](#)

Vendor Total: 664.38

INV0001603	Invoice	11/26/2021	11/26/2021	11/30/2021	11/26/2021	325.00	0.00	0.00	0.00	325.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 11/30/2021		Bank Draft:	DFT0001295	

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%				

INV0001604	Invoice	11/26/2021	11/26/2021	11/30/2021	11/26/2021	339.38	0.00	0.00	0.00	339.38
DEFERRED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 11/30/2021		Bank Draft:	DFT0001296	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DEFERRED COMPENSATION	Service		0.00	0.00	339.38	0.00	0.00	0.00	339.38	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
001-050-2130	ICMA-RC				339.38	0%				

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

Vendor Total: 59.69

INV0001614	Invoice	11/26/2021	11/26/2021	12/24/2021	11/26/2021	59.69	0.00	0.00	0.00	59.69
Unemployment Insurance	AP Bank Code - AP Bank				No	Payment Date: 12/24/2021		Bank Draft:	DFT0001306	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Unemployment Insurance	NA		0.00	0.00	59.69	0.00	0.00	0.00	59.69	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2122	STATE WITHHOLDING				59.69	100.00%				

Vendor: [0239 - IPERS](#)

Vendor Total: 11,081.87

INV0001607	Invoice	11/26/2021	11/26/2021	11/30/2021	11/26/2021	409.71	0.00	0.00	0.00	409.71
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 11/30/2021		Bank Draft:	DFT0001299	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	409.71	0.00	0.00	0.00	409.71	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2123	IPERS WITHHOLDING				409.71	100.00%				

INV0001611	Invoice	11/26/2021	11/26/2021	11/30/2021	11/26/2021	10,672.16	0.00	0.00	0.00	10,672.16
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 11/30/2021		Bank Draft:	DFT0001303	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	2,737.86	0.00	0.00	0.00	2,737.86	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2123	IPERS WITHHOLDING				2,737.86	0%				

Payable Register

Packet: APPKT00543 - PYPKT00270 - 11/08-11/21/221 PAID 11/26/2021

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	7,934.30	0.00	0.00	0.00	7,934.30	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				7,934.30	0%				

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 15,542.70

INV0001613	Invoice	11/26/2021	11/26/2021	11/26/2021	11/26/2021	15,542.70	0.00	0.00	0.00	15,542.70
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 11/26/2021		Bank Draft:		DFT0001305

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	8,408.24	0.00	0.00	0.00	8,408.24
Distributions								
Account Number	Account Name		Project Account Key	Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING			8,408.24	100.00%			

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	1,966.44	0.00	0.00	0.00	1,966.44
Distributions								
Account Number	Account Name		Project Account Key	Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING			1,966.44	100.00%			

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	5,168.02	0.00	0.00	0.00	5,168.02
Distributions								
Account Number	Account Name		Project Account Key	Amount	Percent			
670-050-2120	FEDERAL WITHHOLDING			12.81	0.25%			
741-050-2120	FEDERAL WITHHOLDING			227.50	4.40%			
610-050-2120	FEDERAL WITHHOLDING			516.00	9.98%			
001-050-2120	FEDERAL WITHHOLDING			3,257.98	63.04%			
600-050-2120	FEDERAL WITHHOLDING			559.80	10.83%			
110-050-2120	FEDERAL WITHHOLDING			593.93	11.49%			

Vendor: [2249 - Kabel Business Industries](#)

Vendor Total: 1,482.06

INV0001601	Invoice	11/26/2021	11/26/2021	11/26/2021	11/26/2021	1,447.06	0.00	0.00	0.00	1,447.06
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 11/26/2021		Bank Draft:		DFT0001294

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	0%			

INV0001602	Invoice	11/26/2021	11/26/2021	12/6/2021	11/26/2021	35.00	0.00	0.00	0.00	35.00
FSA ADMIN FEE	AP Bank Code - AP Bank				No					

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	0%			

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

Vendor Total: 2,717.82

INV0001612	Invoice	11/26/2021	11/26/2021	11/26/2021	11/26/2021	2,717.82	0.00	0.00	0.00	2,717.82
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 11/26/2021		Bank Draft:		DFT0001304

Payable Register

Packet: APPKT00543 - PYPKT00270 - 11/08-11/21/221 PAID 11/26/2021

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	
State Tax Withholding	NA		0.00	0.00	2,717.82	0.00	0.00	0.00	2,717.82	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
670-050-2122	STATE WITHHOLDING				10.90	0.40%				
741-050-2122	STATE WITHHOLDING				114.56	4.22%				
110-050-2122	STATE WITHHOLDING				282.21	10.38%				
610-050-2122	STATE WITHHOLDING				254.65	9.37%				
001-050-2122	STATE WITHHOLDING				1,778.30	65.43%				
600-050-2122	STATE WITHHOLDING				277.20	10.20%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	15	50,470.44	0.00	0.00	0.00	50,470.44	50,435.44	35.00
Grand Total:		50,470.44	0.00	0.00	0.00	50,470.44	50,435.44	35.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	3,257.98
001-050-2122	STATE WITHHOLDING	1,778.30
001-050-2130	ICMA-RC	664.38
Total:		5,700.66

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	593.93
110-050-2122	STATE WITHHOLDING	282.21
Total:		876.14

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	10,374.68
112-050-2122	STATE WITHHOLDING	59.69
112-050-2123	IPERS WITHHOLDING	11,081.87
112-050-2124	HEALTH INSURANCE WITHHOLDING	17,363.83
112-050-2125	DENTAL INSURANCE	1,327.70
112-050-2132	VISION WITHHOLDING	230.39
Total:		40,438.16

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	559.80
600-050-2122	STATE WITHHOLDING	277.20
Total:		837.00

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	516.00
610-050-2122	STATE WITHHOLDING	254.65
Total:		770.65

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	12.81
670-050-2122	STATE WITHHOLDING	10.90
Total:		23.71

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	227.50
741-050-2122	STATE WITHHOLDING	114.56
Total:		342.06

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



Check Register

Packet: APPKT00540 - PYPKT00268 - 10/25/21-11/7/21 PAID ON
11/12/21

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	11/16/2021	Regular	0.00	254.77	59359

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	11/2021	254.77
			254.77



Check Register

Packet: APPKT00541 - 11/19/21 AP FOR MEETING ON 12/6/21

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2135	ACME TOOLS DES MOINES	11/24/2021	Regular	0.00	95.00	59403
2030	ALLEGRA	11/24/2021	Regular	0.00	103.04	59404
2188	AMAZON	11/24/2021	Regular	0.00	765.50	59405
	Void	11/24/2021	Regular	0.00	0.00	59406
1191	BAILEY'S EXCAVATING, INC.	11/24/2021	Regular	0.00	528.26	59407
1537	BOUND TREE MEDICAL LLC	11/24/2021	Regular	0.00	1,256.95	59408
	Void	11/24/2021	Regular	0.00	0.00	59409
1484	BSN SPORTS INC	11/24/2021	Regular	0.00	2,303.37	59410
2510	CENTRAL IOWA MECHANICAL	11/24/2021	Regular	0.00	101.00	59411
1228	CINTAS CORPORATION #762	11/24/2021	Regular	0.00	331.86	59412
	Void	11/24/2021	Regular	0.00	0.00	59413
0097	CITY OF DES MOINES	11/24/2021	Regular	0.00	135,244.00	59414
2516	CONCRETE TECHNOLOGIES INC.	11/24/2021	Regular	0.00	133,619.73	59415
2116	CONFLUENCE	11/24/2021	Regular	0.00	18,174.59	59416
0145	DIAM PEST CONTROL	11/24/2021	Regular	0.00	150.00	59417
2018	DOG WASTE DEPOT	11/24/2021	Regular	0.00	130.54	59418
2317	FP MAILING SOLUTIONS	11/24/2021	Regular	0.00	348.00	59419
0180	GRIMES ASPHALT & PAVING	11/24/2021	Regular	0.00	944.62	59420
0193	HAWKEYE TRUCK EQUIPMENT	11/24/2021	Regular	0.00	86.00	59421
0233	IOWA RURAL WATER ASSOCIATION	11/24/2021	Regular	0.00	375.00	59422
0251	KEYSTONE LABORATORIES	11/24/2021	Regular	0.00	50.00	59423
0040	MEDIACOM	11/24/2021	Regular	0.00	1,353.38	59424
0291	MIDAMERICAN ENERGY	11/24/2021	Regular	0.00	49.36	59425
0286	METRO WASTE AUTHORITY	11/24/2021	Regular	0.00	20,799.98	59426
0979	NAPA AUTO PARTS	11/24/2021	Regular	0.00	89.48	59427
0386	OFFICE OF AUDITOR OF STATE	11/24/2021	Regular	0.00	850.00	59428
2192	OMNI EMS	11/24/2021	Regular	0.00	1,540.17	59429
0337	POLK COUNTY TREASURER	11/24/2021	Regular	0.00	57,433.00	59430
0619	RACOM CORPORATION	11/24/2021	Regular	0.00	680.00	59431
1666	SANDRY FIRE SUPPLY LLC	11/24/2021	Regular	0.00	1,971.00	59432
1336	SMITH'S SEWER SERVICE, INC.	11/24/2021	Regular	0.00	402.50	59433
0452	STAPLES CREDIT PLAN	11/24/2021	Regular	0.00	133.90	59434
1301	STOREY KENWORTHY	11/24/2021	Regular	0.00	2,108.84	59435
0564	STOREY KENWORTHY/MATT PARRO	11/24/2021	Regular	0.00	672.46	59436
1534	STRATUS BUILDNG SOLUTIONS IOW	11/24/2021	Regular	0.00	475.00	59437
2475	TNT LANDSCAPING & NURSERY	11/24/2021	Regular	0.00	27,255.00	59438
2452	TOTAL TRUCK	11/24/2021	Regular	0.00	5,150.00	59439
1813	UNITYPOINT CLINIC-OCCUPATI MED	11/24/2021	Regular	0.00	42.00	59440
1161	VEENSTRA & KIMM, INC.	11/24/2021	Regular	0.00	48,940.91	59441
2231	VERIZON WIRELESS	11/24/2021	Regular	0.00	1,413.26	59442
0433	WILLIAMSON'S REPAIR	11/24/2021	Regular	0.00	600.56	59443
1504	SHIVE-HATTERY INC	11/18/2021	Bank Draft	0.00	52,407.00	DFT0001281
0050	UMB BANK	11/22/2021	Bank Draft	0.00	600.00	DFT0001282
0387	TREASURER - STATE OF IOWA	11/15/2021	Bank Draft	0.00	8,561.00	DFT0001283
0387	TREASURER - STATE OF IOWA	11/15/2021	Bank Draft	0.00	1,669.00	DFT0001284
0291	MIDAMERICAN ENERGY	12/06/2021	Bank Draft	0.00	6,759.75	DFT0001285
0452	STAPLES CREDIT PLAN	11/05/2021	Bank Draft	0.00	266.11	DFT0001286
0452	STAPLES CREDIT PLAN	11/05/2021	Bank Draft	0.00	814.95	DFT0001287
0452	STAPLES CREDIT PLAN	11/05/2021	Bank Draft	0.00	109.99	DFT0001288
0452	STAPLES CREDIT PLAN	11/05/2021	Bank Draft	0.00	8.99	DFT0001289
0452	STAPLES CREDIT PLAN	11/05/2021	Bank Draft	0.00	55.99	DFT0001290
0452	STAPLES CREDIT PLAN	11/05/2021	Bank Draft	0.00	43.49	DFT0001291

Check Register

Packet: APPKT00541-11/19/21 AP FOR MEETING ON 12/6/21

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2254	TCM BANK NA	11/08/2021	Bank Draft	0.00	2,122.61	DFT0001292

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	67	38	0.00	466,568.26
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	12	12	0.00	73,418.88
EFT's	0	0	0.00	0.00
	79	53	0.00	539,987.14

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2021	533,227.39
999	POOLED CASH	12/2021	6,759.75
			539,987.14



Check Register

Packet: APPKT00544 - PYPKT00270 - 11/08-11/21/221 PAID
11/26/2021

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	11/30/2021	Regular	0.00	254.77	59445

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	11/2021	254.77
			254.77



Payroll Check Register

Checks

Pay Period: 11/8/2021-11/21/2021

Packet: PYPKT00270 - 11/08-11/21/221 PAID 11/26/2021

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
CHRISTIAN, MARGARET L	3129	Regular	11/26/2021	928.52	1059



Payroll Check Register

Direct Deposits

Pay Period: 11/8/2021-11/21/2021

Packet: PYPKT00270 - 11/08-11/21/221 PAID 11/26/2021

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	11/26/2021	292.60	102062
BAILEY, BOYCE E	7104	11/26/2021	1,222.97	102063
BERGESON, JOHN W	7121	11/26/2021	1,630.77	102064
BRIGGS, ASHTON S	1511	11/26/2021	836.18	102065
BRUCE, EMMA	3141	11/26/2021	419.95	102066
BUCKLIN, JEFFERY D	1562	11/26/2021	792.44	102067
CARPENTER, JOHN C	5129	11/26/2021	1,326.72	102068
COLLINS JR, ANTHONY M	9152	11/26/2021	30.00	102069
COLLINS JR, ANTHONY M	9152	11/26/2021	845.32	102069
COLLISON, PATRICK F	5103	11/26/2021	1,885.85	102070
CORY, JOHN P	7120	11/26/2021	1,190.15	102071
CRITTENDEN, MATTHEW	1567	11/26/2021	753.22	102072
EHLE, AANNA N	1575	11/26/2021	726.36	102073
ELLIOTT, KYLE	1568	11/26/2021	779.00	102074
GERDNER, RONALD L	7122	11/26/2021	1,406.53	102075
HAGAN, SHELBY L	5118	11/26/2021	1,961.36	102076
HARMISON, TROY G	1503	11/26/2021	1,276.25	102077
HIGGINS, DAVID P.	7105	11/26/2021	1,218.66	102078
HORTON, JOHN C	7112	11/26/2021	2,299.63	102079
HORTON, JOHN C	7112	11/26/2021	100.00	102079
HUFF, TIMOTHY J	1559	11/26/2021	1,315.37	102080
JESS, JENE N	5123	11/26/2021	2,463.50	102081
JOHNSON, ANNASTASHA	5130	11/26/2021	1,118.56	102082
KLINKER-FELD, MICHELL M	3135	11/26/2021	1,540.45	102083
KOOIKER, ASHTON BRENT	7123	11/26/2021	1,322.99	102084
KREUDER, AARON M	1441	11/26/2021	2,459.84	102085
MANGUM, MEGAN SUSANNA	3142	11/26/2021	507.01	102086
MARSHMAN, CRAIG A	5125	11/26/2021	1,335.99	102087
MORRIS, REBECCA L	1504	11/26/2021	1,824.18	102088
MURRAY, MARGARET	5126	11/26/2021	2,308.16	102089
OLIVER, MARKETA S	8403	11/26/2021	3,084.62	102090
OLIVER, MARKETA S	8403	11/26/2021	300.00	102090
PHIPPS-BUCKLIN, CHANTEL E	4145	11/26/2021	362.64	102091
REYNOLDS, RAY A	1537	11/26/2021	663.57	102092
SANDERS, JILL C	3128	11/26/2021	1,984.32	102093
SCHINCKE, MEGAN	3137	11/26/2021	359.85	102094
SCHINCKE, MEGAN	3137	11/26/2021	839.66	102094
SCHROER, DAVID J	1528	11/26/2021	233.43	102095
SMITH, PATRICIA E	1478	11/26/2021	492.36	102096
SPOERRY, DANIELLE M	1527	11/26/2021	1,138.53	102097
SUMMERS, ALAN C	1534	11/26/2021	154.18	102098
VAN HOUTEN, NICOLE M	5121	11/26/2021	1,157.33	102099
WELTHA, CLAYTON	1566	11/26/2021	656.34	102100



Payroll Check Register

Report Summary

Pay Period: 11/8/2021-11/21/2021

Packet: PYPKT00270 - 11/08-11/21/221 PAID 11/26/2021

Payroll Set: City of Bondurant, IA - 01

Type	Count	Amount
Regular Checks	1	928.52
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	43	48,616.84
Total	44	49,545.36



Refund Check Register

Refund Check Detail

UBPKT02202 - DOUBLE PAYMENT 01-03173-06

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-03173-06	HILL, DESTINY RITA	11/16/2021	59360	88.71			88.71	Deposit
Total Refunds: 1				Total Refunded Amount:	88.71			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	88.71
Revenue Total:	88.71

General Ledger Distribution

Posting Date: 11/16/2021

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-88.71	Yes
	600-050-2141	APPLIED CREDITS	88.71	
	600 Total:		0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-88.71	
	999-050-2300	DUE TO OTHER FUNDS	88.71	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



Refund Check Register

Refund Check Detail

UBPKT02225 - HYDRANT METER DEPOSIT 16-01450-00

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
16-01450-00	PREMIER COMMERCIAL SERVICES	11/19/2021	59361	1,474.89			1474.89	Deposit
Total Refunds: 1				Total Refunded Amount:	1,474.89			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1474.89
Revenue Total:	1474.89

General Ledger Distribution

Posting Date: 11/19/2021

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-1,474.89	Yes
	600-050-2141	APPLIED CREDITS	1,474.89	
	600 Total:		0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-1,474.89	
	999-050-2300	DUE TO OTHER FUNDS	1,474.89	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



Refund Check Register

Refund Check Detail

UBPKT02232 - OVERPAYMENT REFUND 02-01587-02

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
02-01587-02	COREY J GOULD	11/29/2021	59444	454.86			454.86	Deposit
Total Refunds: 1				Total Refunded Amount:	454.86			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	454.86
Revenue Total:	454.86

General Ledger Distribution

Posting Date: 11/29/2021

	Account Number	Account Name	Posting Amount	IFT
Fund:	600 - WATER			
	600-000-1101	CLAIM ON POOLED CASH	-454.86	Yes
	600-050-2141	APPLIED CREDITS	454.86	
	600 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-454.86	
	999-050-2300	DUE TO OTHER FUNDS	454.86	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	

Rcvd 11/15/21
NVH

Special Event Application

Please complete this form and submit along with applicable fees to the City Clerk's Office, 200 2nd St NE, Bondurant, IA 50035 at least 30 days prior to proposed event. If you need additional space to describe your event, please attach additional pages to this application. Advertising your event prior to receiving a signed Special Event Application is discouraged.

(Please Print)

Event Name Horse & Carriage Rides Date(s) of Event Sunday 12-5-2021

Location Downtown Bondurant

Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.

Setup Time 11:30-12:00 Starting Time 1:00 Ending Time 4:00

(Please Print)

Organization Hosting Event Kelli Russell is organizer

Contact Person Phyllis McDonald Day Phone 641-521-2595

Email pamcdon60@gmail.com

Addl. Contact _____ Day Phone _____

Email _____

Type of Event:

Check all that apply.

- | | | |
|--|--|---|
| ☐ Parade | ☐ Fundraiser | ☐ Walk/Run Event |
| ☐ Fair/Festival | ☐ Outdoor Concert | ☐ Block Party |
| ☐ Bicycle Event | | |
| ☒ Other (please explain) <u>Carriage rides</u> | | |

Describe the Event (please attach additional pages if necessary): Carriage rides for Bondurant - Kelly Russell is organizer

City Properties: Trailhead/The Depot | Lake Petocka | City Park | BRSC

200 Second Street, Northeast | PO Box 37 | Bondurant, Iowa 50035
(515) 967-2418 | (515) 967-5732 Fax | info@cityofbondurant.com
www.cityofbondurant.com

Event Details:

(provide estimated counts)

Estimated Attendance

250

Trash Containers

Portable Toilets

(circle what applies)

Open to the general public?

YES / NO

Tents

YES / NO

Inflatable Houses/Toys

YES / NO

Amplified Music

YES / NO

Alcoholic Beverages

YES / NO

Banners/Signs

YES / NO

Vendors:

(provide estimated counts)

Individual food and beverage vendors must obtain a Temporary Event License from the Iowa Department of Inspections and Appeals. The Event organizer will be responsible for this information. Failure to do so may result in fines or closing of the vendor.

•Number of Vendors

•List of Vendors and/or Type of Vendor

- Permits for *Mobile Food Vendors* are required for food truck vendors per City Ordinance (Chapter 125). Current application and license must be on display in the Mobile Food Unit.
- 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.
- Trash and debris cleanup: depending on the event attendance, a dumpster may be required. Park trash cans are for daily park users. Event attendance over 75 will require additional trash cans. Metro Waste Authority offers Event Recycling Stands that should be considered.

Special Provisions: (city provided—for example: trash containers, barricades, etc.)

Is there any special assistance that you will need the City to provide?

☐ Yes ☒ No

Will you need to borrow barricades from the City?

☐ Yes ☒ No

Kelli will take care of

(This is available for not-for-profit organizations and residents. Businesses must provide their own barricades. If yes, indicate on your event layout map the location of the barricades. Barricades will be dropped onsite during business hours and picked up at the same location after the event. The street shall be opened for vehicular traffic no later than the concluding time of the event. The Special Event applicant is responsible and will be billed for all damages or lost barricades. The fee for damaged or lost barricades may be up to \$300.)

Will you need to close the street for your event?

☐ Yes ☒ No

(Closure of all streets require City Council approval. If yes, indicate on your event layout map the location of the street closures and obtain signature from all property owner impacted by the street closure.)

Will you need portable restrooms?

☐ Yes ☒ No

(If yes, see required amount enclosed in the application guidelines on pg. 1)

Provide details about the event garbage collection plans:

Will you charge admission / registration fees:

☐

Yes

☐

No

(If yes, how much?)

To cover our costs to give rides \$5.00 / person

Will there be product for sale on site?

☐

Yes

☒

No

If yes, product liability insurance may be required for sales of food and drinks. Please contact the Polk County Health Department for details.

Will alcohol be served or sold?

☐

Yes

☒

No

A liquor permit and Dram Shop Insurance are required for the sale of alcohol to the public during any event (required whether or not admission fee is charged or not). City Council approval is required for the sale or service of alcohol. If alcohol is served, additional security may be required. Off-duty Polk County Sheriff deputies may be hired to provide additional security. Contact Polk County Sheriff's Office at 515-286-3333.

Will you be using outdoor tents great than 200 square feet?

☐

Yes

☒

No

Will you be using an outdoor canopy greater than 400 square feet?

☐

Yes

☒

No

Will you be using inflatable rides or devices?

☐

Yes

☒

No

If yes, location of the inflatable must be shown on the event layout map that must be submitted with this application.

Will your event interfere with vehicle traffic?

☐

Yes

☒

No

If yes, provide a map of the route and how traffic control will be administered. Contact Polk County Sheriff's Office for traffic / crowd safety 515-286-3333

Will your event require a first aid booth, fire/rescue units present during the event?

☐

Yes

☒

No

Will you be shooting off fireworks?

☐

Yes

☒

No

If yes, a fireworks permit is required. Contact the City Clerk's office at 515-630-6983

Will you be posting temporary signage?

☐

Yes

☒

No

If yes, a temporary sign permit and fee may be required. Contact the Planning and Development Department at 515-630-6985. Also, please indicate on your event layout map the location of the signs.

Will you need access to a water source?

☐

Yes

☒

No

(Additional charges may apply. If yes, what is the water to be used for?) *possibly for horses*

Will you be using amplified sound?

☐

Yes

☒

No

If yes, a \$20 fee for a day or less or \$40 for more than a day is required at the time this application is submitted in order to obtain a noise permit.

Provide a description of the sound equipment that will be used during the event:

Will you need access to electricity?

☐

Yes

☒

No

(If yes, please explain. Additional fees may apply)

Electricity is limited and in most cases will need to be provided by the applicant.

I hereby certify the included statements are true and correct, to the best of my knowledge, and that false statement(s) may be grounds for denial of this application. It is understood that activities at all times during the event shall comply with all applicable city ordinances. It is further understood the individual and the organization or association will be responsible for any and all damages arising as a result of this event, and, if this application is approved by the City, the applicant shall be required to execute a Special Event Permit Hold Harmless Agreement waiving any and all claims which the applicant may have as a result of this event against the City of Bondurant, Iowa, its officials, agents, employees, or board members. It is further understood a certificate of public liability insurance will be required before conducting the proposed event.

An event for which a Permit has either not been obtained or which is in violation occurs will be subject to a municipal infraction up to \$750.

I have read the Special Event Application guidelines and requirement for issuance of the permit. I understand the conditions under which it is issued and agree to comply with these conditions for this event. I, or the organization I represent, have met or will meet all requirements established by the City. Further, I understand that if all requirements are not met, the Special Event Permit can be canceled by the City at any time including at the state of or during the event. If this event is sponsored by an organization, I hereby certify I have the legal authority to represent the applicant and/or the participants. It is further understood the City of Bondurant has the authority to grant or deny permission for this event.

Signature: Phyllis McDonald "Blume Hill"

Date: 11/4/2021

Printed Name: Phyllis McDonald

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: S.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.

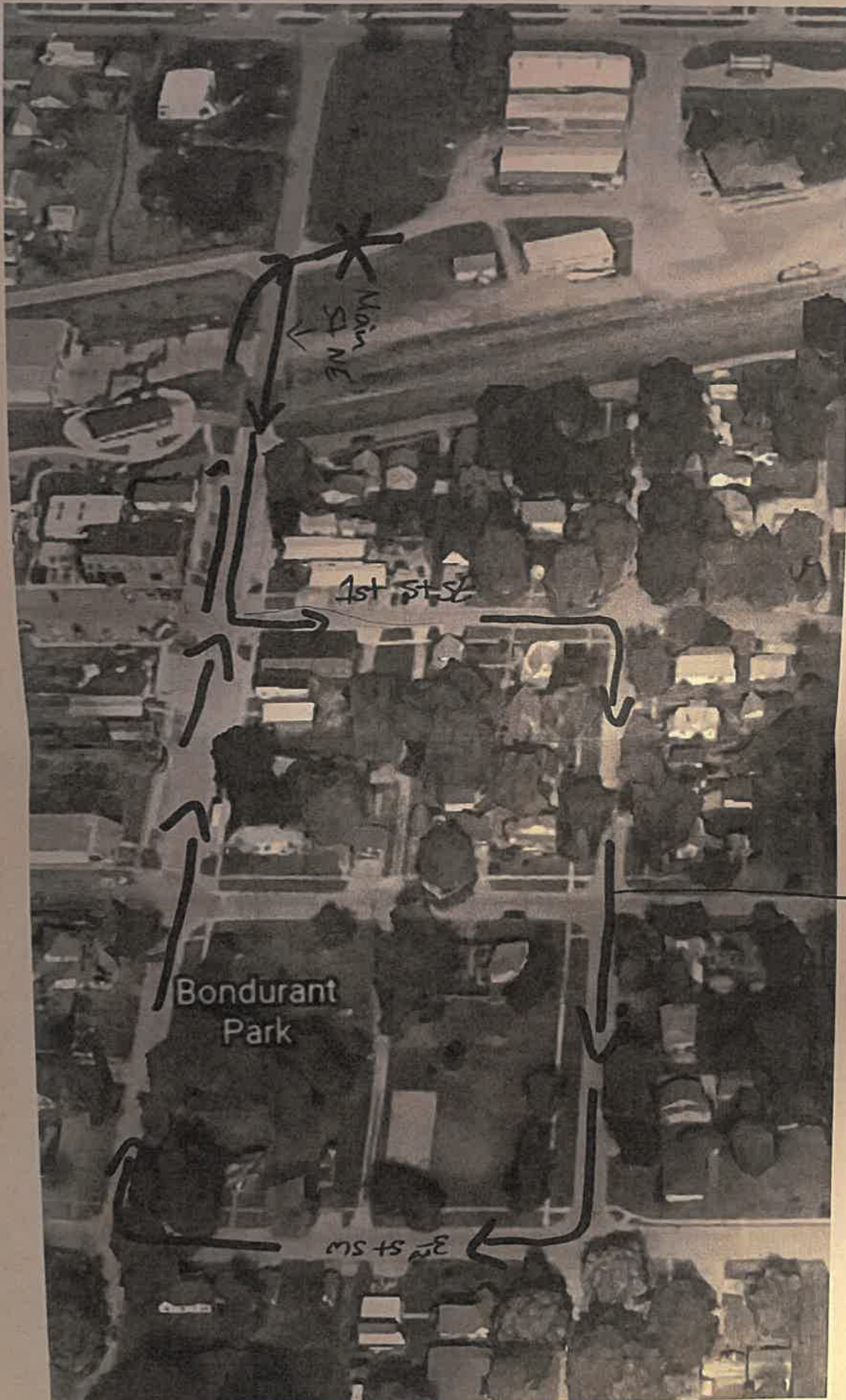
Check List and Fee Table to Calculate your application fee:
(no charge for not-for-profits, schools, and/or school organizations and city/county and/or city/county organizations)

☐ Noise Permit Fee	\$20/a day or less \$40/more than a day		Please make check payable to The City of Bondurant.
☐ Temporary Sign Permit Fee	\$10/ 30 days		
☐ Certificate of Insurance with City names as additional insured			
☒ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION		N/A	

pending 11/18/21
NVH

North

Rcvd 11/15/21
NVH



East

Lindn St
SE

Tax Abatement Applications
December 6, 2021
City of Bondurant

Name	Address	Closing Date	Cost
Bailey McFarlin	612 1 st Street, NW	11/18/2021	\$297,054.00
Tim Sluiter	86 Landon Drive, NW	11/12/2021	\$409,629.00
Derek Wright	795 McIntosh Court, NE	11/19/2021	\$257,000.00
Zachary & Kelly Nunn	779 McIntosh Court, NE	10/22/2021	\$331,789.00
Philip Svoboda	91 Landon Drive, NW	11/19/2021	\$497,000.00
Janelle Ward	106 Landon Drive, NW	11/29/2021	\$325,000.00
Jeff Jorgensen	872 McIntosh Drive, NE	11/19/2021	\$365,000.00



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS	
DOLGENCORP, LLC	Dollar General Store #23568	(615) 855-4000	
ADDRESS OF PREMISES	CITY	COUNTY	ZIP
501 Hawthorne Crossing Drive Southeast	Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP
100 Mission Ridge	Goodlettsville	Tennessee	37072

Contact Person

NAME	PHONE	EMAIL
Jessica Carlin	(615) 855-4000	tax-beerandwinelicense@dollargeneral.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Class C Beer Permit	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Jan 2, 2022	Jan 1, 2023	

SUB-PERMITS

Class C Beer Permit, Class B Wine Permit



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Sunday Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

No Ownership information found

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



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

Item No. 6.e.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution designating the Official Newspapers of Record for 2022

CONTACT PERSON:

Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The City Clerk is required to publish all ordinances, enactments, proceedings and official notices according to City Ordinance and State Law. A publication required by the Code of Ordinances or law must be in a newspaper published once weekly and having general circulation in the City. The City regularly designates which papers meet those requirements and which papers will be used for official publications. The attached resolutions indicates the *Herald-Index* and *Des Moines Register* meet the requirements of the City's Ordinance and will be used for official publications.

FUNDING SOURCE: General Fund/Utilities/RUT/TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-312

CITY OF BONDURANT
RESOLUTION NO. 211206-12

RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS OF RECORD FOR
2022

WHEREAS, the City Clerk is required to publish all ordinances, enactments, proceedings and official notices according to City Ordinance; and

WHEREAS, a publication required by the Code of Ordinances or law must be in a newspaper published once weekly and having general circulation in the City; AND

WHEREAS, the *Herald-Index* and *Des Moines Register* meet the requirements of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that these newspapers are designated the Official Newspapers of Record for 2022.

Passed this 6th day of December 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				



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

Item No. 6.f.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Appointments for City Legal and Engineering Services

CONTACT PERSON:

Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The City of Bondurant requires legal advice in its everyday conducting of serving the residents of Bondurant. The City of Bondurant also requires engineering services for a variety of technical projects. The attached resolutions appoints the Brick Gentry Law firm as the City Attorney and Veenstra & Kimm as the City Engineer.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-313

CITY OF BONDURANT
RESOLUTION NO. 211206-313

RESOLUTION APPROVING APPOINTMENTS FOR CITY LEGAL AND
ENGINEERING SERVICES

WHEREAS, the City of Bondurant requires legal advice in its everyday conducting of serving the residents of Bondurant; AND

WHEREAS, the City of Bondurant requires engineering services for technical projects to improve the visibility of the City of Bondurant; AND

WHEREAS, the following recommended professional firms are presented for approval,

Name	Term (CY 2016)	Board/Position
Brick Law Firm	1-1-2022 – 12-31-2022	City Attorney
Veenstra & Kimm	1-1-2022 – 12-31-2022	City Engineer

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, which the above list of appointees, is hereby approved as presented.

Passed this 6th day of December 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				



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

Item No. 6.g.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving City Council Meeting Dates for Calendar Year 2022

CONTACT PERSON:

Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The City Council meets on the first and third Monday of the month. Throughout the year, when meetings fall on holidays, they are typically moved to the next business day. Attached is a resolution approving the meeting dates for the upcoming calendar year and showing dates for the Planning and Zoning, Board of Adjustment, and Parks and Recreation meetings, as well as the Council meetings.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-314

CITY OF BONDURANT
RESOLUTION NO. 211206-314

RESOLUTION APPROVING CITY COUNCIL MEETING DATES FOR CALENDAR
YEAR 2022

WHEREAS, the City Council meets on the first and third Monday of the month; AND

WHEREAS, meetings fall on holidays throughout the CY 2022; AND

WHEREAS, City Code states that Council meetings are moved to the next day when the meeting falls on a holiday; AND

WHEREAS, the following are the changes to the CY 2021 City Council Meeting dates:

<u>Original Date</u>	<u>Reason</u>	<u>New Date</u>
Monday, January 17	MLK Jr. Day	Tuesday, January 18
Monday, February 21	President's Day	Tuesday, February 22
Monday, September 5	Labor Day	Tuesday, September 6

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the above City Council Meeting dates, is hereby approved as presented.

Passed and adopted this 6th day of December 2021,

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				

CY2022 City Council Meeting Dates

Monday, January 3
Tuesday, January 18
Monday, February 7
Tuesday, February 22
Monday, March 7
Monday, March 21
Monday, April 4
Monday, April 18
Monday, May 2
Monday, May 16
Monday, June 6
Monday, June 20
Monday, July 5
Monday, July 18
Monday, August 1
Monday, August 15
Tuesday, September 6
Monday, September 19
Monday, October 3
Monday, October 17
Monday, November 7
Monday, November 21
Monday, December 5
Monday, December 19

CY2022 City Council Special Meeting Dates

Monday, January 31
Monday, August 29
Monday, October 31

CY2022 Planning & Zoning Commission Meeting Dates

Thursday, January 13
Thursday, January 27
Thursday, February 10
Thursday, February 24
Thursday, March 10
Thursday, March 24
Thursday, April 14
Thursday, April 28
Thursday, May 12
Thursday, May 26
Thursday, June 9
Thursday, June 23
Thursday, July 14
Thursday, July 28

Thursday, August 11
Thursday, August 25
Thursday, September 8
Thursday, September 22
Thursday, October 13
Thursday, October 27
Thursday, November 10
Thursday, December 8
Thursday, December 22

CY2022 Parks & Recreation Board Meeting Dates

Thursday, February 17
Thursday, May 19
Thursday, August 18
Thursday, November 17

CY2022 Board of Adjustment Meeting Dates

Tuesday, January 11
Tuesday, February 8
Tuesday, March 8
Tuesday, April 12
Tuesday, May 10
Tuesday, June 14
Tuesday, July 12
Tuesday, August 9
Tuesday, September 13
Tuesday, October 11
Tuesday, November 8
Tuesday, December 13



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

Item No. 6.h.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution designating the Official Depositories for Calendar Year 2022

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The State of Iowa Code Sections 452 and 453 require cities to designate financial institutions that they plan to deposit money during calendar year 2022. Attached is a resolution that designates official depositories and maximum amounts that can be deposited in each institution.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-315

CITY OF BONDURANT
RESOLUTION NO. 211206-315

RESOLUTION DESIGNATING THE OFFICIAL DEPOSITORIES FOR 2022

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

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

Depository Name	Location of Home Office	Maximum Balance in effect under prior resolution	Maximum Balance in effect under this resolution
Legacy Bank	Altoona, IA	\$20,000,000.00	\$20,000,000.00
IPAIT	Des Moines, IA	\$20,000,000.00	\$35,000,000.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that these financial institutions are hereby designated official depositories for 2022; AND

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

Passed this 6th day of December 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				



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

Item No. 6.i.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Appointments to the Polk County Joint E911 Service Board

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Polk County E911 requests the City Council to appoint a representative and alternate to serve on the Service Board for calendar year 2022. City staff represents Bondurant on this board, with Chief Kreuder as the primary representative and the City Administrator as the alternate.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-316

CITY OF BONDURANT
RESOLUTION NO. 211206-316

RESOLUTION APPROVING APPOINTMENTS TO THE POLK COUNTY JOINT E911
SERVICE BOARD

WHEREAS, the Polk County E911 requests the City Council to appoint a representative and alternate to serve on the Service Board for calendar year 2022; AND

WHEREAS, Chief Aaron Kreuder is appointed as the Primary Board Representative and City Administrator Oliver is appointed as the First Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the E911 Service Board are hereby approved as presented.

Passed this 6th day of December 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				



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

Item No. 6.j.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution appointing Persons to Serve as Commissioner and Alternate for the Des Moines Regional Transit Authority (DART)

CONTACT PERSON:

Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: Pursuant to the provisions of the Substituted and Restated Agreement for DART dated June 6, 2017 (the "Substituted and Restated 28E Agreement"), the term of office for DART Commissioner Doug Elrod and Alternate Commissioner Marketa Oliver will terminate on the 31st day of December 2021.

DART requests the City of Bondurant appointments of Commissioner and Alternate Commissioner for calendar year 2022. Per the Substituted and Restated 28E Agreement, it is the responsibility of the Mayor of each respective Participating Community to appoint both the Commissioner and Alternate Commissioner. The appointed member of the Commission must be an elected official and the appointed alternate member of the Commission may be either an elected official or a non-elected official.

The attached resolution re-appoints Doug Elrod as the primary Commission member and Marketa Oliver as the alternate.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-317

CITY OF BONDURANT
RESOLUTION NO. 211206-317

RESOLUTION SELECTING PERSONS TO SERVE AS COMMISSIONER AND
ALTERNATE FOR THE DES MOINES REGIONAL TRANSIT AUTHORITY (DART)

WHEREAS, pursuant to the Substituted and Restated 28E Agreement for the Des Moines Regional Transit Authority, the Mayor and City Council for the City of Bondurant, Iowa has selected Doug Elrod, as the DART Commission Member representing the City of Bondurant, Iowa a participating community of DART; and has selected Marketa Oliver, 200 2nd Street, Northeast, as the Alternate,

NOW, THEREFORE, BE IT RESOLVED by the City of Bondurant, Iowa that the appointment of the above-referenced representatives for the DART Commission is hereby approved.

Passed and approved this 6th day of December 2021,

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				



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

Item No. 6.k.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving the acquisition of Certain Property Interests associated with the Highway 65 Utility Extension Project and authorizing associated payments

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE: In March 2018, the City pursued utility extensions along Highway 65. The City extended water utilities along Highway 65 to the MidStates Precast site and sewer service that crossed the field that is now where the Amazon distribution facility is located. At that time, the City negotiated both a perpetual and temporary easement on the Eshelman-Frakes-Justice-Ugulini parcel. The easement document also included consideration for crop damage. Prior to the final execution of the document, the contractor began work in an area that was outside of the easement area, encroaching on additional land. In working with the property owners, it was agreed that the final easement amount would be tallied once the project was closed. The original payment was put on hold due to the encroachment. This encroachment has been defined and a value determined.

As you recall, this parcel then became the focus of Project Bluejay and the work that was associated with that project took priority. The attached easement is the final resolution of that project. The original compensation of \$44,045 for perpetual, temporary, and crop damage remains due. In addition to this amount, calculated by the City's engineer for the added compensation for the encroachment is \$7,736. This brings the total amount due to the property's owners to \$51,781.

The attached resolution approves the easement and the payment.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-318

2. 42840 E-1 Eshelman-Frakes-Justice-Family Trust 5-15-18

CITY OF BONDURANT
RESOLUTION NO. 211206-318

A RESOLUTION APPROVING THE ACQUISITION
OF CERTAIN PROPERTY INTERESTS ASSOCIATED WITH THE HIGHWAY 65
UTILITY EXTENSION PROJECT AND AUTHORIZING ASSOCIATES PAYMENTS

WHEREAS, the City of Bondurant designed and constructed utility extensions along Highway 65 in 2018; and

WHEREAS, the public improvements require the acquisition of certain real estate interests, including temporary easements, permanent easements, and payment of crop damages, and

WHEREAS, City staff and engineers have made certain offers for the acquisition of real estate interests with those offers being accepted by the respective property owner, and

WHEREAS, it is necessary for the City to approve the acquisitions, authorize the payment of the agreed to compensation for the acquisitions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA AS FOLLOWS:

1. The City accepts the following property transactions and authorizes the payment of the compensation for the following property acquisitions:

Type of Action	Property Owner(s)	Compensation Amount
Perpetual Sanitary Sewer Easement (Permanent and temporary easements as well as Crop Damages)	Ladene M. Eshelman; Susan Ugulini; Michael Ugulini; Jeffrey Frakes; John Frakes; Joel Vander Woude; Joshua Frakes; Mindy Frakes; Amy Pals; Matthew Pals; Adam Ugulini; Lauren Ugulini; Audrey Eshelman; Audrey K. Eshelman – Life Estate; Alicia Eshelman, n/k/a Alicia A. Adkins; Jeffrey L. Adkins; Annette K. Justice; Gary M. Justice; Dolores S. Fortner; Nancy F. Ball; Herman Smith Fortner Family Trust; Douglas J. Eshelman Irrevocable Trust	\$51,781

2. The City Administrator and/or City Clerk are authorized to undertake such steps as are necessary to close the appropriate transactions including the authorization for payment of any costs associated with the closing of transactions.

Passed this 12th day of December 2021

By: _____
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, Interim 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				

Easement No. 1

PERPETUAL SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Ladene M. Eshelman, a single person, Susan Ugulini and Michael Ugulini, wife and husband, Jeffrey Frakes, a single person, John Frakes and Joel Vander Woude, a married couple, Joshua Frakes and Mindy Frakes, husband and wife, Amy Pals and Matthew Pals, wife and husband, Adam Ugulini and Lauren Ugulinin, husband and wife, Audrey K. Eshelman, a single person, Alicia Eshelman n/k/a Alicia A. Adkins and Jeffrey L. Adkins, wife and husband, Annette K. Justice and Gary M. Justice, wife and husband, Douglas J. Eshelman Irrevocable Trust and Herman Smith Fortner Family Trust, (hereinafter referred to as "Grantor(s)"), in consideration of \$44,045 (for Perpetual Easement, Temporary Easement and Crops) in hand paid by the CITY OF BONDURANT, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Bondurant, Iowa, a municipal corporation, in the County of Polk, State of Iowa, an easement under, through and across the following described real estate:

Part of the Northeast fractional 1/4 and part of the Southeast 1/4 of Section 1, Township 79 North, Range 23 West of the 5th P.M., Polk County, Iowa, lying East of NE Hubbell Avenue.

Perpetual Easement

A perpetual sanitary sewer easement being more particularly described as follows:

Commencing at the Center of said Section 1; thence North 89°23'40" East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 1,635.97 feet along the South line of said Northeast fractional 1/4 to the point of beginning; thence North 81°10'54" East, 627.19 feet; thence South 08°49'06" East, 30.00 feet to the North line of a transmission line easement according the Sheriff's Condemnation Papers recorded in Book 3963 on Page 75 in the Polk County Recorder's Office; thence South 81°10'54" West, 1,464.50 feet along said North line; thence North 47°21'03" West, 41.55 feet to the Southeasterly right-of-way line

of NE Hubbell Avenue; thence North 43°54'58" East, 30.01 feet along said right-of-way line; thence South 47°21'03" East, 26.43 feet; thence North 81°10'54" East, 822.84 feet to the point of beginning.

Containing 44,737 square feet, more or less.

Temporary Easement

A temporary construction easement being more particularly described as follow:

Commencing at the Center of said Section 1; thence North 89°23'40" East (all bearings referenced to Grid North Iowa State Plane Coordinate System South Zone), 1,250.95 feet along the South line of said Northeast fractional 1/4 to the point of beginning; thence North 81°10'54" East, 1,022.95 feet; thence South 08°49'06" East, 100.00 feet; thence South 81°10'54" West, 1,567.82 feet to the Southeasterly right-of-way line of NE Hubbell Avenue; thence North 43°54'58" East, 165.15 feet along said right-of-way line; thence North 81°10'54" East, 413.43 feet to the point of beginning, EXCEPTING THEREFROM above described perpetual easement.

Containing 105,472 square feet, more or less.

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

Sanitary Sewer

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

The temporary construction easement shall be for a period of 12 months from the date of construction at which time the temporary construction easement will cease and terminate.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry.

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

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

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

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

Signed this _____ day of _____, 20____.

Ladene M. Eshelman

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Susan Ugulini

Michael Ugulini

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Jeffrey Frakes

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

John Frakes

Joel Vander Woude

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Joshua Frakes

Mindy Frakes

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Amy Pals

Matthew Pals

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Adam Ugulini

Lauren Ugulini

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____ personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Audrey K. Eshelman

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Audrey K. Eshelman - Life Estate

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Alicia Eshelman, n/k/a Alicia A. Adkins

Jeffrey L. Adkins

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Annette K. Justice

Gary M. Justice

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Signature

Notary Public in and for the State of _____

Herman Smith Fortner Family Trust

Dolores S. Fortner, Co-Trustee

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ as Co-Trustee of Herman Smith Fortner Family Trust, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he, as such fiduciary, executed the same as the voluntary act and deed of himself and of such fiduciary.

Notary Signature

Notary Public in and for the State of _____

Herman Smith Fortner Family Trust

Nancy F. Ball, Co-Trustee

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ as Co-Trustee of Herman Smith Fortner Family Trust, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he, as such fiduciary, executed the same as the voluntary act and deed of himself and of such fiduciary.

Notary Signature

Notary Public in and for the State of _____

Herman Smith Fortner Family Trust

Dale S. Fortner, Co-Trustee

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ as Co-Trustee of Herman Smith Fortner Family Trust, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he, as such fiduciary, executed the same as the voluntary act and deed of himself and of such fiduciary.

Notary Signature

Notary Public in and for the State of _____

Douglas J. Eshelman Irrevocable Trust

Audrey K. Eshelman, Co-Trustee

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ as Co-Trustee of Douglas J. Eshelman Irrevocable Trust, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he, as such fiduciary, executed the same as the voluntary act and deed of himself and of such fiduciary.

Notary Signature

Notary Public in and for the State of _____

Douglas J. Eshelman Irrevocable Trust

Annette K. Justice, Co-Trustee

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, a
Notary Public in and for the State of _____, personally appeared
_____ as Co-Trustee of Douglas J. Eshelman
Irrevocable Trust, to me known to be the identical person named in and who executed the
within and foregoing instrument, and acknowledged that he, as such fiduciary, executed the
same as the voluntary act and deed of himself and of such fiduciary.

Notary Signature

Notary Public in and for the State of _____

Douglas J. Eshelman Irrevocable Trust

Alicia A. Adkins, Co-Trustee

Acknowledgment

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 20____, before me, the undersigned, a
Notary Public in and for the State of _____, personally appeared
_____ as Co-Trustee of Douglas J. Eshelman Irrevocable
Trust, to me known to be the identical person named in and who executed the within and
foregoing instrument, and acknowledged that he, as such fiduciary, executed the same as
the voluntary act and deed of himself and of such fiduciary.

Notary Signature

Notary Public in and for the State of _____



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

Item No. 6.I.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Pay Request No. 8 to Shive-Hattery for the Professional Services Agreement for Commerce Crossings Development Public Improvements Project in the amount of \$17,369.

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay request no. 8 in the amount of \$17,369.00 related to the professional services agreement for the Commerce Crossing Public Improvements Project.

As a reminder, the Commerce Crossing Project is the Economic Development project that is being constructed on the former Rosenberger Property that lays along Interstate 80 West of Grant St. South.

FUNDING SOURCE: Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-319
2. Pay Request No. 8

CITY OF BONDURANT
RESOLUTION NO. 211206-319

RESOLUTION APROVING PAY REQUEST NO. 8 FOR THE PROFESSIONAL
SERVICES AGREEMENT FOR THE COMMERCE CROSSING PUBLIC
IMPROVEMENT PROJECT TO SHIVE-HATTERY IN THE AMOUNT OF \$17,369.00

WHEREAS, on November 24th, 2021, the City of Bondurant received pay request no. 8 for the professional services agreement for the Commerce Crossing Public Improvement Project; AND

WHEREAS, the City Council approves pay request no. 8 for the professional services agreement for the Commerce Crossing Public Improvement Project; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that pay request no. 8 for the Commerce Crossing Public Improvement Project professional services agreement to Shive-Hattery is hereby approved

Passed this 6th day of December 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				

November 24, 2021

Invoice No: 4194871 - 8

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

Commerce Crossing Development - Public Improvements
Services provided through November 19, 2021:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Base Contract	347,300.00	93.00	322,989.00	309,097.00	13,892.00
Amend #1 Survey	27,300.00	96.00	26,208.00	26,208.00	0.00
Amend #1 Observation	14,500.00	90.00	13,050.00	12,325.00	725.00
Amend #1 Testing	34,400.00	91.00	31,304.00	28,552.00	2,752.00
Total Fee	423,500.00		393,551.00	376,182.00	17,369.00
	Total Fee				17,369.00
			AMOUNT DUE THIS INVOICE		\$17,369.00

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. 6.m.
For Meeting of 12/6/2021
Resolution

TITLE: Resolution approving Pay Request No. 9 for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project to Concrete Technologies Inc. in the amount of \$123,205.27

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay request no. 9 in the amount of \$123,205.27 related to Commerce Crossings Phase 2 Public Infrastructure Improvement Project. Phase 2 is approximately 83% complete.

This pay application is for work completed from November 6th through November 26th, 2021.

All roadway paving is completed. Recreational trail and traffic signal work will be completed in the spring of 2022.

FUNDING SOURCE: TIF/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-320
2. Pay Request No. 9

CITY OF BONDURANT
RESOLUTION NO. 211206-320

RESOLUTION APPROVING PAY REQUEST NO. 9 TO CONCRETE TECHNOLOGIES
INC. FOR THE COMMERCE CROSSINGS PHASE 2 PUBLIC IMPROVEMENT
PROJECT IN THE AMOUNT OF \$123,205.27

WHEREAS, the Commerce Crossings Phase 2 Public Improvements Project Pay Application #9 was submitted on November 30th, 2021; AND

WHEREAS, the pay request no. 9 is for the Commerce Crossings Phase 2 Public Improvement Project for work completed November 6th through November 26th, 2021; AND

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

WHEREAS, the amount for Pay Request No. 9 is \$123,205.27.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 9 for Concrete Technologies Inc. in the amount of \$123,205.27 is hereby approved.

Passed this 6th day of December 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				



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

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

PAY REQUEST 9

PROJECT TITLE:	COMMERCE CROSSINGS DEVELOPMENT PUBLIC IMPROVEMENTS, 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:	11/6/2021 - 11/26/2021	
PAY REQUEST NUMBER:	0	
DATE:	November 29, 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	10,624.00	\$ 28,153.60
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	10,624.00	\$ 119,520.00
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	278.00	\$ 15,776.50
8	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 18 IN	LF	556.00	\$ 56.75	\$ 31,553.00	556.00	\$ 31,553.00
9	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 24 IN	LF	466.00	\$ 70.50	\$ 32,853.00	466.00	\$ 32,853.00
10	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 30 IN	LF	221.00	\$ 92.50	\$ 20,442.50	221.00	\$ 20,442.50
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	233.00	\$ 24,465.00
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	2,960.00	\$ 56,240.00
15	SUBDRAIN, OUTLETS AND CONNECTIONS	EACH	42.00	\$ 305.00	\$ 12,810.00	42.00	\$ 12,810.00
16	LOCATING TILE LINES	STA	18.50	\$ 575.00	\$ 10,637.50	18.50	\$ 10,637.50
17	REPAIR TILE LINES, UNSPECIFIED SIZE AND TYPE	LF	370.00	\$ 8.50	\$ 3,145.00	370.00	\$ 3,145.00
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	2.00	\$ 5,670.00
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	1.00	\$ 2,835.00
31	STORM SEWER MANHOLE, SW-401, 60 IN	EACH	1.00	\$ 3,885.00	\$ 3,885.00	1.00	\$ 3,885.00
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	9.00	\$ 32,130.00
34	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EACH	12.00	\$ 6,040.00	\$ 72,480.00	12.00	\$ 72,480.00
35	REMOVE STORM SEWER INTAKE	EACH	1.00	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00

36	STD / S-F PCC PAVEMENT, CLASS C-SUD, 9 IN.	SY	9048.00	\$ 73.00	\$ 660,504.00	9,048.00	\$ 660,504.00
37	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	STA	16.90	\$ 380.00	\$ 6,422.00	16.90	\$ 6,422.00
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	117.35	\$ 4,195.26
41	PAVEMENT REMOVAL	SY	1157.00	\$ 9.25	\$ 10,702.25	1,157.00	\$ 10,702.25
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	52.40	\$ 9,432.00
44	PAINTED PAVEMENT SYMBOLS AND LEGENDS, DURABLE	EACH	11.00	\$ 230.00	\$ 2,530.00	11.00	\$ 2,530.00
45	PAVEMENT MARKINGS REMOVED	STA	6.40	\$ 315.00	\$ 2,016.00	6.40	\$ 2,016.00
46	TRAFFIC CONTROL	LS	1.00	\$ 9,135.00	\$ 9,135.00	0.90	\$ 8,221.50
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	0.80	\$ 2,940.00
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	53.80	\$ 4,182.95
55	SILT FENCE OR DITCH CHECK	LF	2850.00	\$ 1.60	\$ 4,560.00	1,872.00	\$ 2,995.20
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	139.00	\$ 1,598.50
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	21.00	\$ 3,318.00
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	1.00	\$ 43,500.00
65	CONCRETE WASHOUT	LS	1.00	\$ 4,555.00	\$ 4,555.00	1.00	\$ 4,555.00
CO 1.1	TRAFFIC SIGNALIZATION - ALTERNATE SUPPLIER	LS	1.00	\$ 2,787.00	\$ 2,787.00	1.00	\$ 2,787.00
CO 2.1	SIGNAL CONDUIT, 4 IN., REMOVE AND REPLACE	LS	1.00	\$ 3,880.00	\$ 3,880.00	1.00	\$ 3,880.00
CO 2.2	SANITARY SEWER, 8 IN., CORE DRILL AND STUB OUT	LS	1.00	\$ 8,250.00	\$ 8,250.00	1.00	\$ 8,250.00
				TOTAL	\$ 1,978,766.83		\$ 1,645,684.76

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

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 1,963,849.83	\$ 1,645,684.76
Approved Change Order # CO#1		\$ 2,787.00	
Approved Change Order # CO#2		\$ 12,138.00	
Revised Contract Price		\$ 1,978,774.83	\$ 1,645,684.76
Materials Stored			\$ -
Retainage (5%)			\$ 82,284.24
Liquidated Damages			
Total Earned Less Retainage			\$ 1,563,400.52

Total Previously Approved (list each)	Pay Request	Amount	Total
	Pay Request 1	\$26,744.66	
	Pay Request 2	\$32,668.82	
	Pay Request 3	\$125,856.11	
	Pay Request 4	\$195,218.09	
	Pay Request 5	\$65,453.57	
	Pay Request 6	\$403,901.64	
	Pay Request 7	\$456,732.64	
	Pay Request 8	\$133,619.73	
Total Previously Approved			\$1,440,195.26
Amount Due This Request			\$ 123,205.27
Percent Complete			83%
Percent of Contract Period Utilized			48%

The amount of: **\$123,205.27** is recommended for approval for payment in accordance with the terms of the Contract

Contractor: Concrete Technologies Inc. Signature:  Name: Trent Peterson Title: Project Manager Date: 11-29-21	Recommended By: Shlve-Hattery Signature:  Nov 30 2021 10:50 AM Name: David Fiebler, PE Title: Project Engineer Date:	Checked By: City of Bondurant Signature: John Horton Digitally signed by John Horton Date: 2021.12.01 09:59:44 -06'00' Name: John Horton Title: Public Works Director Date:
--	---	--

Owner: City of Bondurant	Approved by: x _____	Date: x _____
--------------------------	----------------------	---------------



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

Item No. 6.n.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Pay Request No. 10 for the Northeast Storm Sewer Public Infrastructure Project to Absolute Infrastructure in the amount of \$7,467

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay request no. 10 in the amount of \$7,467.00 related to the Northeast Storm Sewer Public Infrastructure Improvement Project.

This pay application has been reviewed by engineering staff at Veenstra & Kim and by City Staff for accuracy and is for work completed through November 30th, 2021.

The project is substantially complete. There are a few restoration items that will need to be addressed in the Spring of 2022.

FUNDING SOURCE: Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-321
2. Pay Request No. 10

CITY OF BONDURANT
RESOLUTION NO. 211206-321

RESOLUTION APPROVING PAY REQUEST NO. 10 TO ABSOLUTE
INFRASTRUCTURE FOR THE NORTHEAST STORM SEWER PUBLIC
INFRASTRUCTURE PROJECT IN THE AMOUNT OF \$7,467.00

WHEREAS, the Northeast Storm Sewer Public Infrastructure Project Pay Request No. 10 was submitted on November 30th, 2021; AND

WHEREAS, the pay request no. 10 is for the Northeast Storm Sewer Public Infrastructure Project; AND

WHEREAS, Engineers from Veenstra & Kimm and City Staff have reviewed the change order for accuracy; AND

WHEREAS, the amount for Pay Request No. 10 is \$7,467.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 10 for Absolute Infrastructure in the amount of \$7,467.00 is hereby approved.

Passed this 6th day of December 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				

AIA Type Document
Application and Certification for Payment

Pg 1 of 4

TO (OWNER):
City of Bondurant
200 2nd St. NE
Bondurant, IA 50035

FROM (CONTRACTOR): Absolute Infrastructure
PO BOX 148
SLATER, IA 50244

PROJECT: NE Storm Sewer Bondurant
Bondurant, IA 50035

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO: NE Storm Sewer Bondurant

APPLICATION NO: 10
PERIOD TO: 11/30/2021

DISTRIBUTION
TO:
- OWNER
- ARCHITECT
- CONTRACTOR

CONTRACT FOR:

CONTRACT DATE: 11/2/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 760,937.50

2. Net Change by Change Orders \$ 36,977.04

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 797,914.54

4. TOTAL COMPLETED AND STORED TO DATE \$ 768,494.63

5. RETAINAGE:

a. 5.00 % of Completed Work \$ 38,424.84

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 38,424.84

6. TOTAL EARNED LESS RETAINAGE \$ 730,069.79
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate) \$ 722,602.79

8. CURRENT PAYMENT DUE \$ 7,467.00

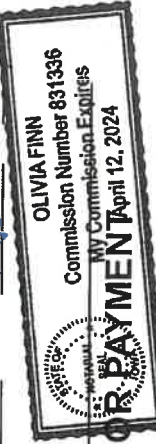
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 67,844.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	32,027.04	0.00
Total approved this Month	4,950.00	0.00
TOTALS	36,977.04	0.00
NET CHANGES by Change Order	36,977.04	

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

CONTRACTOR: Absolute Infrastructure
PO BOX 148 SLATER, IA 50244

By: Erica Thompson Date: 11/29/21
State of: Iowa
County of: Story
Subscribed and Sworn to before me this 29TH Day of Nov. 20 21



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

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

By: Greg Kott Date: 11/30/2021

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

AIA Type Document
Application and Certification for Payment

Pg 2 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035			PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035			APPLICATION NO: 10 PERIOD TO: 11/30/2021			DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR		
FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244			VIA (ARCHITECT):			ARCHITECT'S PROJECT NO: NE Storm Sewer Bondu					
CONTRACT FOR:											
CONTRACT DATE: 11/2/2020											
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	BALANCE
1	2.01 - Clearing and Grubbing	1.000	26,214.0000	26,214.00	1.000	26,214.00	.000	0.00	0.00	26,214.00	100.00 .00
1	2.02 - Topsoil Strip Salvage and Respread	1,635.000	43.0000	70,305.00	1,635.000	70,305.00	.000	0.00	0.00	70,305.00	100.00 .00
1	2.03 - Class 10 Excavation	343.000	44.0000	15,092.00	343.000	15,092.00	.000	0.00	0.00	15,092.00	100.00 .00
1	2.04 - Subgrade Preparation	796.000	8.0000	6,368.00	796.000	6,368.00	.000	0.00	0.00	6,368.00	100.00 .00
1	2.05 - Modified Subbase	796.000	16.0000	12,736.00	796.000	12,736.00	.000	0.00	0.00	12,736.00	100.00 .00
1	2.06 - Compaction Testing	1.000	1,526.0000	1,526.00	1.000	1,526.00	.000	0.00	0.00	1,526.00	100.00 .00
1	4.01 - Storm Sewer Trenched RCP 18"	22.700	101.5000	2,304.05	22.700	2,304.05	.000	0.00	0.00	2,304.05	100.00 .00
1	4.02 - Storm Sewer Trenched RCP 30"	260.000	90.0000	23,400.00	260.000	23,400.00	.000	0.00	0.00	23,400.00	100.00 .00
1	4.03 - Storm Sewer Trenched RCP 48"	1,453.400	166.0000	241,264.40	1,453.400	241,264.40	.000	0.00	0.00	241,264.40	100.00 .00
1	4.04 - Removal of Storm Sewer	50.000	24.0000	1,200.00	50.000	1,200.00	.000	0.00	0.00	1,200.00	100.00 .00
1	4.05 - Removal of Culvert	220.000	35.0000	7,700.00	220.000	7,700.00	.000	0.00	0.00	7,700.00	100.00 .00
1	4.06 - Pipe Culvert CMP 18"	24.000	81.5000	1,956.00	24.000	1,956.00	.000	0.00	0.00	1,956.00	100.00 .00
1	4.07 - Pipe Apron RCP 48"	1.000	6,126.0000	6,126.00	1.000	6,126.00	.000	0.00	0.00	6,126.00	100.00 .00
1	5.01 - Water Main Relocation #1	1.000	7,145.0000	7,145.00	2.000	14,290.00	.000	0.00	0.00	14,290.00	200.00 -7,145.00
1	6.01 - Manhole SW 401 72"	4.000	8,060.0000	32,240.00	4.000	32,240.00	.000	0.00	0.00	32,240.00	100.00 .00
1	6.02 - Manhole SW 401 84"	3.000	10,352.0000	31,056.00	3.000	31,056.00	.000	0.00	0.00	31,056.00	100.00 .00
1	6.03 - Intake SW 513	1.000	5,998.0000	5,998.00	1.000	5,998.00	.000	0.00	0.00	5,998.00	100.00 .00
1	6.04 - Inlet Structure	1.000	12,514.0000	12,514.00	1.000	12,514.00	.000	0.00	0.00	12,514.00	100.00 .00
1	6.05 - Manhole Adjustment Minor	1.000	2,135.0000	2,135.00	1.000	2,135.00	.000	0.00	0.00	2,135.00	100.00 .00
1	6.06 - Remove Manhole	1.000	1,896.0000	1,896.00	1.000	1,896.00	.000	0.00	0.00	1,896.00	100.00 .00

AIA Type Document
Application and Certification for Payment

Pg 3 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035			PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035			APPLICATION NO: 10 PERIOD TO: 11/30/2021			DISTRIBUTION TO: _ OWNER _ ARCHITECT _ CONTRACTOR			
FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244			VIA (ARCHITECT):			ARCHITECT'S PROJECT NO: NE Storm Sewer Bondurant						
CONTRACT FOR:			CONTRACT DATE: 11/2/2020									
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	6.07 - Remove Intake	1.000	1,273.0000	1,273.00	1.000	1,273.00	.000	0.00	0.00	1,273.00	100.00	.00
1	7.01 - Pavement PCC 8"	633.000	63.0000	39,879.00	443.000	27,909.00	.000	0.00	0.00	27,909.00	69.98	11,970.00
1	7.02 - Pavement Samples and Testing	1.000	1,526.0000	1,526.00	1.000	1,526.00	.000	0.00	0.00	1,526.00	100.00	.00
1	7.03 - Pavement Removal	633.000	25.0000	15,825.00	673.000	16,825.00	.000	0.00	0.00	16,825.00	106.32	-1,000.00
1	7.04 - Removal of Sidewalk/Trait	355.000	19.0000	6,745.00	355.000	6,745.00	.000	0.00	0.00	6,745.00	100.00	.00
1	7.05 - Trail PCC	284.000	70.0000	19,880.00	284.000	19,880.00	.000	0.00	0.00	19,880.00	100.00	.00
1	7.06 - Sidewalk PCC	71.000	70.0000	4,970.00	71.000	4,970.00	.000	0.00	0.00	4,970.00	100.00	.00
1	7.07 - Detectable Warnings	40.000	58.0000	2,320.00	40.000	2,320.00	.000	0.00	0.00	2,320.00	100.00	.00
1	7.08 - Driveway Granular 6"	25.000	31.0000	775.00	25.000	775.00	.000	0.00	0.00	775.00	100.00	.00
1	8.01 - Temporary Traffic Control	1.000	5,534.0000	5,534.00	1.000	5,534.00	.000	0.00	0.00	5,534.00	100.00	.00
1	9.01 - Hydraulic Seeding, Seeding, Fert & Mulch	3.000	3,204.0000	9,612.00	.860	2,755.44	.000	0.00	0.00	2,755.44	28.67	6,856.56
1	9.02 - Sod	215.000	75.7500	16,286.25	198.000	14,998.50	.000	0.00	0.00	14,998.50	92.09	1,287.75
1	9.03 - Plants w/ Warranty River Birch	10.000	291.0000	2,910.00	.000	0.00	10.000	2,910.00	0.00	2,910.00	100.00	.00
1	9.04 - SWPPP Preparation	1.000	582.0000	582.00	1.000	582.00	.000	0.00	0.00	582.00	100.00	.00
1	9.05 - SWPPP Management	1.000	2,621.0000	2,621.00	.900	2,358.90	.000	0.00	0.00	2,358.90	90.00	262.10
1	9.06 - Filter Sock 9"	2,500.000	2.7500	6,875.00	416.000	1,144.00	.000	0.00	0.00	1,144.00	16.64	5,731.00
1	9.07 - Filter Socks Removal	2,500.000	.2500	625.00	.000	0.00	.000	0.00	0.00	0.00	.00	625.00
1	9.08 - Temporary RECP Type 2	670.000	3.0000	2,010.00	.000	0.00	.000	0.00	0.00	0.00	.00	2,010.00
1	9.09 - Flow Transitions	320.000	22.5000	7,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	7,200.00
1	9.10 - Wood Privacy Fence	101.000	71.0000	7,171.00	101.000	7,171.00	.000	0.00	0.00	7,171.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 4 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035		PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035		APPLICATION NO: 10 PERIOD TO: 11/30/2021		DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR	
FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244		VIA (ARCHITECT):		ARCHITECT'S PROJECT NO: NE Storm Sewer Bondu			

CONTRACT DATE: 11/2/2020												
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	9.11 - Parcel Accomodations, Easement 6	1.000	10,668.0000	10,668.00	1.000	10,668.00	.000	0.00	0.00	10,668.00	100.00	.00
1	9.12 - Parcel Accomodations, Easement 12	1.000	9,251.0000	9,251.00	1.000	9,251.00	.000	0.00	0.00	9,251.00	100.00	.00
1	9.13 - Parcel Accomodations, Easement 13	1.000	11,011.5000	11,011.50	1.000	11,011.50	.000	0.00	0.00	11,011.50	100.00	.00
1	9.13 - Parcel Accomodations, Easement 13	1.000	3,250.5000	3,250.50	1.000	3,250.50	.000	0.00	0.00	3,250.50	100.00	.00
1	9.14 - Parcel Accomodations, Easement 14	1.000	10,874.0000	10,874.00	1.000	10,874.00	.000	0.00	0.00	10,874.00	100.00	.00
1	9.14 - Parcel Accomodations, Easement 14	1.000	3,517.0000	3,517.00	1.000	3,517.00	.000	0.00	0.00	3,517.00	100.00	.00
1	11.01 - Construction Survey	1.000	6,990.0000	6,990.00	1.000	6,990.00	.000	0.00	0.00	6,990.00	100.00	.00
1	11.02 - Mobilization	1.000	39,480.8000	39,480.80	1.000	39,480.80	.000	0.00	0.00	39,480.80	100.00	.00
1	11.03 - Concrete Washout	1.000	2,100.0000	2,100.00	1.000	2,100.00	.000	0.00	0.00	2,100.00	100.00	.00
1	CO1 Extra Clearing & Grubbing	1.000	6,678.0000	6,678.00	1.000	6,678.00	.000	0.00	0.00	6,678.00	100.00	.00
1	CO2 Added No Mow/Low Grown Seeding	.500	3,245.0000	1,622.50	.000	0.00	.000	0.00	0.00	0.00	.00	1,622.50
1	CO3 Added Message Board on Grant Closure	12.000	194.7700	2,337.24	12.000	2,337.24	.000	0.00	0.00	2,337.24	100.00	.00
1	CO4 Added 4' Chain Link Gate	1.000	2,104.3000	2,104.30	1.000	2,104.30	.000	0.00	0.00	2,104.30	100.00	.00
1	CO5 Added Extra Depth to Paving	190.000	101.5000	19,285.00	190.000	19,285.00	.000	0.00	0.00	19,285.00	100.00	.00
1	CO6 Added White Pine Evergreen Trees	10.000	495.0000	4,950.00	.000	0.00	10.000	4,950.00	0.00	4,950.00	100.00	.00
REPORT TOTALS				\$797,914.54		\$760,634.63		\$7,860.00		\$768,494.63		\$29,419.91
									\$0.00			



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

Item No. 6.o.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Pay Request No. 5 for the 2020 Washington Street Deceleration Lane Project to Alliance Construction Group in the amount of \$6,879.90

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay request no. 5 in the amount of \$6,879.90 related to work completed for the 2020 Washington Street Deceleration Lane Project.

This pay app represents work completed from May 1st, 2021 to June 18th, 2021.

FUNDING SOURCE: RUT Funds/Utility Funds/Development Agreement

STAFF RECOMMENDATION: Approve item on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-322
2. Pay Request No. 5

CITY OF BONDURANT
RESOLUTION NO. 211206-322

RESOLUTION APPROVING PAY REQUEST NO. 5 TO ALLIANCE CONSTRUCTION
GROUP FOR THE 2020 WASHINGTON STREET DECELERATION LANE PROJECT
IN THE AMOUNT OF \$6,879.90

WHEREAS, the 2020 Washington Street Deceleration Lane Project Pay Request No. 5 was submitted on November 30th, 2021; AND

WHEREAS, the pay request no. 5 is for the 2020 Washington Street Deceleration Lane Project for work completed from May 1st through June 18th, 2021; AND

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

WHEREAS, the amount for Pay Request No. 5 is \$6,879.90.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 5 for Alliance Construction Group for \$6,879.90 is hereby approved.

Passed this 6th day of December 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				

APPLICATION FOR PAYMENT NO. 5

PROJECT: 2020 Washington Street Deceleration Lane
OWNER: City of Bondurant
CONTRACTOR: Alliance Construction Group
ADDRESS: 9400 Plum Drive, Suite 100 Urbandale, IA 50322
DATE: November 10, 2020

V&K PROJECT NO.:

PAYMENT PERIOD: 5/1/21 to 6/18/21

1. CONTRACT SUMMARY:

Original Contract Amount: \$308,560.00
Net Change by Change Order(s): \$27,215.00
Contract Amount to Date: \$335,775.00

CONTRACT PERIOD:
Original Contract Date: August 3, 2020
Contract Completion Date: TBD

2. WORK SUMMARY:

Total Work Performed to Date: \$331,942.00
Retainage: 5% \$16,597.10
Total Earned Less Retainage: \$315,344.90

Less Previous Applications for Payment: \$308,465.00

AMOUNT DUE THIS APPLICATION: \$6,879.90

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Partial Payments.

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Alliance Construction Group, LLC

CONTRACTOR

By [Signature]

DATE: 7/15/21

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Veenstra & Kimm, Inc.

ENGINEER

By [Signature]

DATE: 11/30/2021

5. OWNER'S APPROVAL

City of Bondurant

OWNER

By _____

DATE: _____

2020 Washington Street Deceleration Lane Improvements

WORK COMPLETED

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS				COMPLETED WORK			FINAL QUANTITY MEASURED	CO	PERCENT COMPLETE
		QUANTITY	UNIT	UNIT COST	TOTAL COST	QUANTITY	CO #	COST			
2.01	Class 10 Excavation	475.00	CY	\$ 13.00	\$ 6,175.00	475.00		\$6,175.00	100%		
2.02	Subgrade Preparation	613.00	SY	\$ 5.25	\$ 3,218.25	613.00		\$3,218.25	100%		
2.03	Modified Subbase	613.00	SY	\$ 12.25	\$ 7,509.25	613.00		\$7,509.25	100%		
2.04	Compaction Testing	1.00	LS	\$ 1,800.00	\$ 1,800.00	1.00		\$1,800.00	100%		
4.01	Roadway Pipe Culvert, Trenched, RCP, 24"	6.00	LF	\$ 100.00	\$ 600.00	6.00		\$600.00	100%		
4.02	Roadway Pipe Culvert, Trenched, RCP, 30"	92.00	LF	\$ 100.00	\$ 9,200.00	92.00		\$9,200.00	100%		
4.03	Pipe Apron, RCP, 30"	2.00	EA	\$ 3,500.00	\$ 7,000.00	2.00		\$7,000.00	100%		
4.04	Remove, Salvage and Reinstall Pipe Apron, RCP, 24"	1.00	EA	\$ 2,500.00	\$ 2,500.00	1.00		\$2,500.00	100%		
4.05	Removal of Pipe Culverts	55.00	LF	\$ 16.00	\$ 880.00	55.00		\$880.00	100%		
4.06	Subdrain, PVC, 4"	315.00	LF	\$ 19.50	\$ 6,142.50	315.00		\$6,142.50	100%		
4.07	Subdrain Outlet	4.00	EA	\$ 525.00	\$ 2,100.00	4.00		\$2,100.00	100%		
5.01	Water Main, Trenched, 8" PVC	5.00	LF	\$ 80.00	\$ 300.00	5.00		\$300.00	100%		
5.02	Water Main, Trenched, 12" PVC	105.00	LF	\$ 85.00	\$ 6,825.00	105.00		\$6,825.00	100%		
5.03	Water Main, Trenchless, 12" PVC, (Fusible PVC Option)	241.00	LF	\$ 555.00	\$ 133,755.00	245.00		\$135,975.00	102%		
5.04	Gate Valve, 12"	2.00	EA	\$ 2,600.00	\$ 5,200.00	1.00		\$2,600.00	50%		
5.05	Fire Hydrant Assembly	1.00	EA	\$ 6,000.00	\$ 6,000.00	1.00		\$6,000.00	100%		
5.06	Flushing Device (Blowoff)	1.00	EA	\$ 5,500.00	\$ 5,500.00	1.00		\$5,500.00	100%		
7.01	Pavement, PCC, 10"	570.00	SY	\$ 85.00	\$ 48,450.00	570.00		\$48,450.00	100%		
7.03	Pavement Samples and Testing	1.00	LS	\$ 1,200.00	\$ 1,200.00	1.00		\$1,200.00	100%		
7.04	Granular Shoulders	100.00	TON	\$ 35.00	\$ 3,500.00	100.00		\$3,500.00	100%		
7.05	Pavement Removal	80.00	SY	\$ 22.00	\$ 1,760.00	80.00		\$1,760.00	100%		
8.01	Painted Pavement Markings, Solvent, Waterborne	4.70	STA	\$ 850.00	\$ 3,995.00	6.52		\$5,542.00	139%		
8.02	Painted Symbols & Legends	3.00	EA	\$ 150.00	\$ 450.00	3.00		\$450.00	100%		
8.03	Temporary Traffic Control	1.00	LS	\$ 6,000.00	\$ 6,000.00	1.00		\$6,000.00	100%		
8.04	Signing	1.00	LS	\$ 2,000.00	\$ 2,000.00	1.00		\$2,000.00	100%		
9.01	Hydraulic Seeding, Seeding, Fertilizing & Mulching	0.90	AC	\$ 2,500.00	\$ 2,250.00	0.50		\$1,250.00	56%		
9.02	Filter Sock, 9"	1,000.00	LF	\$ 1.75	\$ 1,750.00	0.00		\$0.00	0%		
9.03	Filter Socks, Removal	1,000.00	LF	\$ 0.50	\$ 500.00	0.00		\$0.00	0%		
9.04	Rip Rap, Class E	60.00	TON	\$ 60.00	\$ 3,600.00	60.00		\$3,600.00	100%		
11.01	Construction Survey	1.00	LS	\$ 3,600.00	\$ 3,600.00	1.00		\$3,600.00	100%		
11.02	Mobilization	1.00	LS	\$ 25,000.00	\$ 25,000.00	1.00		\$25,000.00	100%		



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

Item No. 6.p.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Pay Request No. 6 for the 2020 Washington Street Deceleration Lane Project to Alliance Construction Group in the amount of \$16,597.10

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends to Council the attached resolution to approve pay request no. 6 in the amount of \$16,597.10 related to work completed for the 2020 Washington Street Deceleration Lane Project.

This pay app represents the release of contract retainage on the completed project.

FUNDING SOURCE: RUT Funds/Utility Funds/Development Agreement

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-323
2. Pay Request No. 6

CITY OF BONDURANT
RESOLUTION NO. 211206-323

RESOLUTION APPROVING PAY APPLICATION #6 TO ALLIANCE CONSTRUCTION
GROUP FOR THE 2020 WASHINGTON STREET DECELERATION LANE PROJECT
IN THE AMOUNT OF \$16,597.10

WHEREAS, the 2020 Washington Street Deceleration Lane Project Pay Request No. 6 was submitted on November 29th, 2021; AND

WHEREAS, pay request no. 6 is for Release of Contract Retainage for the 2020 Washington Street Deceleration Lane Project; AND

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

WHEREAS, the amount for Pay Request No. 6 is \$16,597.10.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 6 for Alliance Construction Group for \$16,597.10 is hereby approved.

BE IT FURTHER RESOLVED, that the City Council recognizes that this pay application includes the release of retainage for the completed project.

Passed this 6th day of December 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				

APPLICATION FOR PAYMENT NO. 6 = RETAINAGE

PROJECT: 2020 Washington Street Deceleration Lane
OWNER: City of Bondurant
CONTRACTOR: Alliance Construction Group
ADDRESS: 9400 Plum Drive, Suite 100 Urbandale, IA 50322
DATE: November 10, 2020

V&K PROJECT NO.:

PAYMENT PERIOD: 06/19/21 to 09/30/21

1. CONTRACT SUMMARY:

Original Contract Amount:	\$308,560.00	CONTRACT PERIOD:
Net Change by Change Order(s):	<u>\$27,215.00</u>	Original Contract Date: August 3, 2020
Contract Amount to Date:	\$335,775.00	Contract Completion Date: TBD

2. WORK SUMMARY:

Total Work Performed to Date:	\$331,942.00
Retainage: 5%	<u>\$0.00</u>
Total Earned Less Retainage:	\$331,942.00
Less Previous Applications for Payment:	<u>\$315,344.90</u>
AMOUNT DUE THIS APPLICATION:	<u>\$16,597.10</u>

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

(1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Partial Payments.

(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Alliance Construction Group, LLC

CONTRACTOR

By 

DATE: 10/4/2021

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Veenstra & Kimm, Inc.

ENGINEER

By 

DATE: 11/29/2021

5. OWNER'S APPROVAL

City of Bondurant

OWNER

By _____

DATE: _____

WORK COMPLETED

Page 131 of 423



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

Item No. 6.q.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Certificate of Completion for the 2020 Washington Street Deceleration Lane Project (Alliance Construction Group)

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve the Certificate of Completion for the 2020 Washington Street Deceleration Lane Project. All work has been completed on this project.

All final quantities have been verified and the full release of retainage has been executed. The contractor has completed all the work and testing successfully. City Staff and engineers from Veenstra and Kim have reviewed the project and would recommend approval of the Certificate of Completion.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-324
2. Certificate of Completion

CITY OF BONDURANT
RESOLUTION NO. 211206-324

RESOLUTION APPROVING CERTIFICATE OF COMPLETION TO ALLIANCE
CONSTRUCTION GROUP FOR THE 2020 WASHINGTON STREET DECELERATION
LANE PROJECT

WHEREAS, the 2020 Washington Street Deceleration Lane Project Certificate of Completion was submitted on November 29th, 2021; AND

WHEREAS, final quantities for the 2020 Washington Street Deceleration Lane Project have been reviewed and verified and the final payment approved; AND

WHEREAS, Engineers from Veenstra & Kimm and City Staff have reviewed the project for accuracy and completion; AND

WHEREAS, the City's Engineers recommend approval of the Certificate of Completion.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Certificate of Completion to Alliance Construction Group for the 2020 Washington Street Deceleration Lane Project is hereby approved.

Passed this 6th day of December 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				

CERTIFICATE OF COMPLETION

2020 WASHINGTON STREET DECELERATION LANE CITY OF BONDURANT, IOWA

We hereby certify that we have made an on-site review of the completed construction of the 2020 Washington Street Deceleration Lane project as performed by Alliance Construction Group of Urbandale Iowa.

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Three Hundred Thirty One Thousand Nine Hundred Forty Two and 00/100 Dollars (\$331,942.00)

VEENSTRA & KIMM, INC.

Accepted: CITY OF BONDURANT

By 

By _____

Title Project Manager

Title _____

Date 11/29/2021

Date _____



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

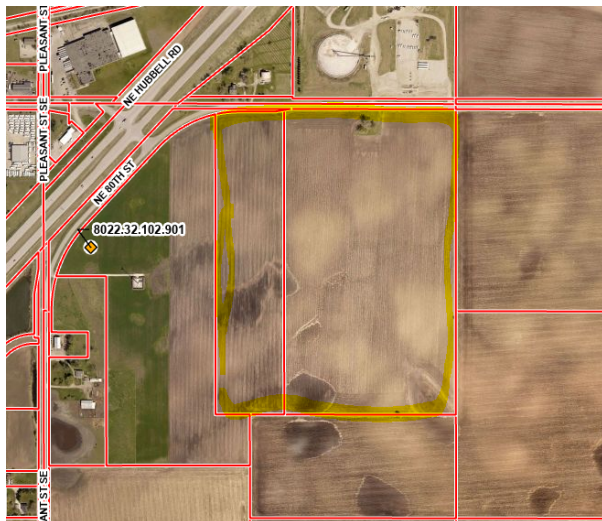
Item No. 6.r.
For Meeting of 12/6/2021
Resolution

TITLE: - Resolution approving Shive-Hattery Professional Services Agreement in the amount of \$56,350 for work associated with Step 3 of the Myers Site Certification

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant is in the process of pursuing site certification for the parcels known as the Myers Industrial Site. This site certification is through the Iowa Economic Development Authority's Certified Site Program. The City has received a notice to proceed with preparing materials for the third and final step of the certified site process. Shive-Hattery assisted in preparing the City's Step 2 application. The attached Shive-Hattery agreement is for work associated with Step 3. Consultant services are necessary, as Step 3 is the most data intensive round of the site certification process. Step 3 is due within six months of the City receiving its notice to proceed.



The proposal includes costs for the works of subconsultants on a variety of studies necessary to achieve site certification, including: Wetland delineation, Threatened/Endangered Species Review, Cultural Resources Identification Survey

(CRIS), Architecture History Survey, and Geotechnical Investigation Report.

City staff collaborated with Shive-Hattery on past site certification efforts and recommends continuing to use their services.

FUNDING SOURCE: General Fund -- TIF Reimbursed

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-325
2. 2021-11-08 Bondurant Myers Site Certification Step 3 - Amendment1

CITY OF BONDURANT
RESOLUTION NO. 211206-325

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT WITH
SHIVE-HATTERY IN THE AMOUNT OF \$56,350 FOR STEP 3 SITE CERTIFICATION
SERVICES FOR THE MYERS INDUSTRIAL SITE

WHEREAS, the City of Bondurant recognizes the importance of the Iowa Economic Development Authority's Certified Site Program; AND

WHEREAS, the City of Bondurant is currently in the process of pursuing site certification on land known as the Myers Industrial Site; AND

WHEREAS, it is anticipated the City of Bondurant will receive its notice to proceed with the third and final step of the Certified Site Program; AND

WHEREAS, Shive-Hattery prepared the application materials for the second step of the Myers Industrial Site process; AND

WHEREAS, the proposal includes costs for the works of subconsultants on a variety of studies necessary to achieve site certification, including: Wetland delineation, Threatened/Endangered Species Review, Cultural Resources Identification Survey (CRIS), Architecture History Survey, and Geotechnical Investigation Report; AND

WHEREAS, the attached Shive-Hattery professional services agreement in the amount of \$56,350 is for work associated with the third step.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the agreement with Shive-Hattery in the above-referenced total amount is hereby approved, pending review of legal counsel.

Passed this 6th day of December 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				

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

PROJECT NAME: Myers IEDA Site Certification

CLIENT NAME: City of Bondurant

AMENDMENT NO.: 01

ORIGINAL AGREEMENT DATE: September 9, 2021

AMENDMENT DATE: December 1, 2021

The City of Bondurant and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

A. PROJECT DESCRIPTION: Project Description revised to include Step 3 site certification consultation services.

B. SCOPE OF SERVICES: Add the Following Scope of Services:

Attachment 36 – Engineer’s cost and schedule for building pad

1. Prepare a plan illustrating the potential building pad location and rough grading concept.
2. Prepare an engineer’s cost estimate and schedule for clearing, grubbing and grading of the building pad.

Attachment 38 - Wetland Delineation

1. Shive-Hattery will provide a wetland and Waters of the United States (WOTUS) delineation for the entire 68 acre parcel. The delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate whether the project area has jurisdictional wetlands or WOTUS. The delineation will be performed by an experienced environmental scientist or engineer. If wetlands or WOTUS are present, the upper boundaries within the project area will be identified and mapped as further defined below.
 - a. The delineation will identify where the upper boundaries of wetlands and WOTUS are located. Documentation of vegetation communities, hydrology, and soils will be performed as outlined by the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Midwest Region (2010) Supplement.
 - b. Assemble and review available public information including United States Geological Survey (USGS) topo maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and aerial photographs as a preliminary desktop review prior to field work.
 - c. Perform an on-site visit to gather data pertaining to hydrophytic vegetation, wetland hydrology, and hydric soils. The following will be performed at each data point location within suspected wetland areas on site.
 - 1) Assess vegetation stratum (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus and species.



- 2) Evaluate soil for hydric indicators by digging soil samples.
- 3) Observe the presence of wetland hydrology indicators.
- d. Utilize a hand-held GPS unit (sub-meter accuracy) to map the boundaries of all delineated wetlands within the project area.
- e. Prepare maps that show the delineated wetland and WOTUS area(s).
- f. Submit a Wetland and Waters of the United States Delineation Report for review to the client that can be used for submittal to the USACE. This report will include, but is not limited to sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.
- g. The scope of this proposal includes one site visit to conduct a baseline delineation. The fee in this proposal doesn't include additional meetings or data collection/evaluation that may be requested by the USACE. If the USACE requests additional information, we will provide additional scope for your approval prior to conducting the work.
- 2. Submit the Wetland Delineation to the U.S Army Corps of Engineers to request an Approved Jurisdictional Determination.
 - a. *A Request for Corps Jurisdictional Determination* package will be prepared and submitted to the Rock Island District Corps of Engineers. This request will be utilized to obtain the official Corps determination that jurisdictional waters of the United States are either present or absent on the subject property.
 - b. Shive-Hattery will act as the Authorized Agent throughout the determination request process. During this process, Shive-Hattery staff will respond to inquiries from the Rock Island District Corps of Engineers.

* The fees in this proposal do not include additional meetings or data collection/evaluation that may be required by the USACE. Fees do not include preparing a Wetland Mitigation Plan or other services that may be required if wetland or WOTUS impacts are proposed. Additional services will be necessary if compensatory mitigation is required for impacts to jurisdictional waterbodies or wetlands. Our specific involvement in these phases of the project is not known at this time. If necessary, budget estimates for additional services will be provided if our assistance is required as the project scope evolves.

* Wetland Growing Season Explanation: According to the Midwest Supplement, the end of the growing season occurs when woody deciduous species lose their leaves and/or the last herbaceous plants cease flowering and their leaves become dry or brown. The growing season generally begins when two or more different non-evergreen vascular plant species growing in a wetland or surrounding area emerge from the ground, show new growth, bud, or flower. For better classification, the wetland delineation should be performed when vegetation is actively growing (generally April-October). If the wetland delineation will be performed outside of the growing season, surveying and classification of identified wetlands will be based on existing conditions and are subject to change. A follow-up visit may be necessary in the vegetative growing season to confirm plant species. Please note that the wetland delineation cannot be performed when the ground is covered in snow or when frozen ground conditions exist.

Attachment 39 - Threatened/Endangered Species Review

- 1. Shive-Hattery will use the U.S. Fish & Wildlife Service (USFWS) IPaC service to obtain the official species list for the project area.

2. Shive-Hattery will evaluate the project area based on the IPaC species list to identify potential bat, other listed threatened and endangered species, and migratory bird habitat in the project area.
3. Shive-Hattery will conduct a web search for all pertinent information regarding the listed species and their potential for habitat within the proposed project area.
4. Environmental staff will complete a site visit to identify potential habitat for listed species within the project area. Locations of potential habitat will be recorded with a handheld GPS receiver.
5. A report documenting the findings and all pertinent information identified during the research period will be provided to the client. The report will include a Section 7 Memo documenting its finding of no effect, may affect but not adversely, or will adversely affect.

Attachment 40 – Cultural Resources Identification Survey (CRIS)

1. Phase 1 Archaeological Survey (Subconsultant)

- a. Obtain Archaeological Phase 1 services for the parcel to provide surface and subsurface archeological survey coverage sufficient to meet the guidelines of the Iowa State Historic Preservation Office, IEDA, and the Association of Iowa Archaeologists. These services will be completed by a subconsultant.
 - i. Perform a field investigation to confirm extent of disturbance, survey areas of intact soils and to record and previously unrecorded historic resources. Provide soil cores and shovel tests as required.
 - ii. Prepare and submit a formal report with findings and recommendations and facilitate any needed consultation with SHPO.
 - iii. Review historic architecture records of previously inventoried properties, NRHP listings, and other historic sources to identify and develop historic contexts for built resources in the survey area and identify any properties that appear eligible for NRHP listing.

2. Architecture History Survey (Subconsultant)

- a. The architectural history survey will involve examination of existing above-ground resources that lie within a quarter mile radius of the project area. Following the SHPO's requirements, reconnaissance-level architectural history survey will be completed for farmsteads and buildings/structures that are older than 45 years located within the quarter-mile buffer. This survey will be completed from public rights-of-way. The primary intent of this study will be to assess whether potential historic properties are present in the vicinity that could be adversely affected by the proposed project. Properties will be field documented, photographed and evaluated at a reconnaissance level. Site Inventory Forms will be prepared for properties that are 45 years or older.
- b. It is anticipated that approximately five farmsteads and thirty buildings or structures, many of which are modern, are located within the quarter-mile buffer zone.

Attachment 41 - Geotechnical Investigation and Report (Subconsultant)

1. Complete preliminary geotechnical field work, laboratory testing, and preliminary geotechnical engineering report.
 - a. Field coordination, utility locates (public utilities) and staking
 - b. Preliminarily 4 borings at depths extending to about 25 feet below existing grades

- c. Laboratory testing (e.g., water content, and Atterberg limit tests)
 - d. Preparation of preliminary geotechnical engineering report
2. Provide a letter indicating Seismic Site Class per current International Building Code.

Attachment 51 - Site Concept Plan

1. Develop Site Concept Plan to illustrate total and developable acreage, largest potential building pad, road access points, location of existing and proposed utilities.

Mapping Updates and Formatting

1. Create a consistent and unified set of maps per the requirements of the Step 3 Guidebook and comments received in the Step 2 Report Card letter.
2. Coordinate and gather additional mapping resources as necessary.

Package Step 3 Submittal and Coordination

1. Create an overall, consistent document format for the Step 3 submittal. Coordinate format with companion documents being prepared by other consultants and the City.
2. Provide coordination of revisions and comments from the Step 2 Report Card and requirements of the Step 3 Guidebook.
3. Package a final Step 3 submittal for IEDA review.
4. Respond to one round of IEDA and Quest comments and questions and provide one resubmittal of requested documents.

C. CLIENT RESPONSIBILITIES: NO CHANGE

- D. SCHEDULE:** An attempt will be made to complete the wetland delineation and archeological investigation work during the 2021 fall/early winter season. If weather conditions do not allow this to be completed during acceptable weather conditions the field investigation work will be completed in the Spring of 2022.

E. COMPENSATION:

Description	Fee Type	Fee	Estimated Expenses	Total
Attachment 36 - Site Concept Plan, Grading Plan and Opinion of Probable Costs	Fixed Fee	\$3,500	Included	\$3,500
Attachment 38 – Wetland Delineation	Fixed Fee	\$7,800	Included	\$7,800
Attachment 39 - Threatened/Endangered Species Review	Fixed Fee	\$2,000	Included	\$2,000
Attachment 40 – Cultural Resources Identification Survey (CRIS) (Subconsultant)	Fixed Fee	\$17,900	Included	\$17,900
Attachment 40 - Architecture History Survey (Subconsultant)	Fixed Fee	\$10,700	Included	\$10,700
Attachment 41 - Geotechnical Investigation and Report (Subconsultant)	Fixed Fee	\$7,150	Included	\$7,150
Mapping Updates and Formatting	Fixed Fee	\$2,500	Included	\$2,500
Package Step 3 Submittal and Coordination	Fixed Fee	\$4,800	Included	\$4,800
TOTAL				\$56,350

F. EXHIBITS: NO CHANGE**G. AGREEMENT:** This Amendment is subject to all other terms and conditions of the Original Agreement. Return one signed copy to S-H in the enclosed green envelope.**H. ACKNOWLEDGEMENT OF APPROVAL AND OF AMENDMENT:**

SHIVE-HATTERY, INC.



By: _____

Chris R. Bauer, Project Manager

Title: _____

Date Accepted: _____



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

Item No. 6.s.
For Meeting of 12/6/2021
Resolution

TITLE: - Resolution approving Veenstra & Kimm Professional Services Agreement in the amount of \$271,000 for Construction Design Service Work Associated with the New Street and Realigned Intersection out to Highway 65 near Myers Certified Site Area

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached Professional Services Agreement between the City of Bondurant and Veenstra & Kimm is for construction design service work associated with the new street and realigned intersection out to Highway 65 near the Myers Certified Site area. The State's Certified Site Program requires that public improvements must be completed within six months of a proposed project. Due to the scope and extent of the required improvements associated with this new street and realigned intersection, it is necessary for the City to complete the design of the improvements as part of the Step 3 process in order to meet this six-month construction timeline.

FUNDING SOURCE: Bond/TIF/Road Use Tax

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution approving the attached Professional Services Agreement.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-236
2. Certified Site Improvements Professional Services Agreement

CITY OF BONDURANT
RESOLUTION NO. 211206-326

RESOLUTION APROVING THE PROFESSIONAL SERVICES AGREEMENT WITH VEENSTRA & KIMM IN THE AMOUNT OF \$271,000 FOR TOPOGRAPHIC AND BOUNDARY SURVEY WORK AND ALSO THE DESIGN OF THE IMPROVEMENTS TO THE STREETS, WATER MAIN, AND SANITARY SEWER AS PART OF THE STEP THREE SITE CERTIFICATION PROCESS IN THE MYERS INDUSTRIAL SITE AREA

WHEREAS, the City is currently pursuing approval under the IEDA Certified Site Program for an area located on the south of 2nd Street NE and east of Pleasant Street NE; AND

WHEREAS, to serve the certified site, street, sanitary sewer, and water main improvements will be required; AND

WHEREAS, under the Site Certification Program, the City must complete a topographic survey and boundary survey of the certified site area; AND

WHEREAS, under the Certified Site Program, the City must commit to being able to complete the construction of the required infrastructure improvements within six months; AND

WHEREAS, due to the scope and extent of the required improvements it is necessary for the City to complete the design of the improvements as part of the site certification process in order to meet the six-month period of completion for the construction of improvements; AND

WHEREAS, the City desires to complete the topographic and boundary survey and the design of the improvements to the streets, water main, and sanitary sewer as part of the step three site certification process.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Veenstra & Kimm Professional Services Agreement in the amount of \$271,000 is hereby approved.

Passed this 6th day of December 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				



November 8, 2021

Maggie Murray
City of Bondurant
200 Second Street NE
P.O. Box 37
Bondurant, Iowa 50035

**BONDURANT, IOWA
CERTIFIED SITE IMPROVEMENTS
AGREEMENT FOR PROFESSIONAL SERVICES**

Enclosed are two copies of the proposed Agreement between the City of Bondurant and Veenstra & Kimm, Inc. for the Certified Site Improvements. The improvements in the Agreement include the following:

1. Boundary and topographic survey of the certified site.
2. Acquisition plats and easements for the street utility improvements.
3. Drawings and diagrams that will be necessary to meet the Step 3 Certified Site Program requirements.
4. Street improvements, including the intersection of NE Hubbell Avenue and 2nd Street NE, the new street along the west side of the certified site and the relocation of 2nd Street NE and Pleasant Street NE.
5. New 12-inch water main along the new street improvements.
6. Sanitary sewer from the 18-inch trunk sewer on Pleasant Street NE easterly to the certified site.
7. Sanitary sewer along 2nd Street NE from the urban service area lift station to 2nd Street NE.

The survey and drawing information will be used as part of the work by Shive Hattery on the Step 3 Site Certification. The design plans and specifications will also be used as part of the Site Certification process, but are being completed for the purpose of being able to complete the construction within the required six month timeframe under the Site Certification Program.

Maggie Murray
November 8, 2021
Page 2

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'H. R. Veenstra Jr.', with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVJr:paj
0-11
Enclosure

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA CERTIFIED SITE IMPROVEMENTS PLEASANT STREET NE AND 2ND STREET NE AREA

THIS AGREEMENT, made and entered into this ____ day of _____, 2021, by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City is currently pursuing approval under the IEDA Certified Site Program for an area located south of 2nd Street NE and east of Pleasant Street NE, and

WHEREAS, to serve the certified site street, sanitary sewer and water main improvements will be required, and

WHEREAS, under the Site Certification Program the City must complete a topographic survey and boundary survey of the certified site, and

WHEREAS, under the Certified Site Program the City must commit to being able to complete the construction of the required infrastructure improvements within six months, and

WHEREAS, due to the scope and extent of the required improvements it is necessary for the City to complete the design of the improvements as part of the site certification process in order to meet the six month period of completion for the construction of the improvements, and

WHEREAS, the City desires to complete the topographic and boundary survey and the design of the improvements to the streets, water main, and sanitary sewer as part of the step three site certification process, and

WHEREAS, the project will be referred to as the **“Certified Site Improvements”** or **Project**, and

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City retains the Engineers to provide professional engineering services for the Project subject to the following terms, conditions and stipulations to wit:

- 1. PROJECT SCOPE.** It is understood and agreed the Project shall consist of the following:
 - a. Complete a topographic survey of the City’s proposed certified site located south of 2nd Street NE and east of Pleasant Street NE.

- b. Complete a boundary survey of the certified site as required by Iowa Economic Development Authority Site Certification Program.
 - c. Prepare drawings and illustrations required under the Site Certification Program for the street, water main, and sanitary sewer improvements.
 - d. Complete the design of required improvements to the intersection of NE Hubbell Avenue and 2nd Street NE/Pleasant Street NE.
 - e. Complete preliminary design of traffic signals to be located at the NE Hubbell Avenue and 2nd Street NE. The final design of the traffic are not included as part of the scope of services as the need for the traffic signals would depend on the particular usage of the certified site.
 - f. Complete the design of a new street extending from the intersection of NE Hubbell Avenue and 2nd Street NE southeasterly and southerly along the west boundary of the certified site to the south boundary of the certified site.
 - g. Complete the design of realignment of 2nd Street NE and Pleasant Street NE to extend the intersection of these two streets to a point sufficiently distant from NE Hubbell Avenue to meet the requirements of the traffic impact evaluation and requirements of the Iowa Department of Transportation.
 - h. Complete the design of a water main improvements starting at the northwest corner of the intersection of NE Hubbell Avenue and 2nd Street NE and continuing southeasterly across NE Hubbell Avenue and southerly along the new street located along the west boundary of the certified site.
 - i. Complete the design of a water main improvement along the relocated 2nd Street NE and Pleasant Street NE.
 - j. Complete the design of a sanitary sewer extending from the 18-inch trunk sewer on Pleasant Street NE easterly to the west boundary of the certified site to serve the western part of the certified site.
 - k. Complete the design of a sanitary sewer along 2nd Street NE from the Urban Service Area Lift Station westerly along 2nd Street NE to serve the eastern part of the certified site.
2. **SURVEY SERVICES.** The Engineers shall make topographic and other surveys as may be required for design of the Project and for preparation of plans and specifications along with acquisition plats or easements of property for construction as needed.

3. **DESIGN AND PROJECT CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project. The Engineers will attend neighborhood meetings to discuss details, staging, timing, easements, and other issues with attendees.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare detailed plans and specifications as are necessary for construction of the Project. The plans and specifications shall include the entire reach of Grant Street NE in a plan set with a separate set of plan drawings for the first phase improvements. Near final working plans will be provided for the future widening.
5. **COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. Anytime the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, they shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids nor the cost of easements, permanent or temporary.

The Engineers shall prepare preliminary estimates of cost at the completion of the predesign and shall periodically update the estimate of cost as the design progresses towards completion.

6. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report may be submitted every thirty (30) days if requested. Such progress reports shall be in a form suitable for use by the City as an informational item.
7. **RIGHT-OF-WAY AND EASEMENTS.** The Engineers shall determine the extent of any land acquisition or easement acquisition required for the Project. The Engineers shall prepare acquisition plats and easement descriptions as required for the Project. The Scope of Services does not include the actual work associated with the negotiation or acquisition of right-of-way or easements.
8. **SERVICES DURING BIDDING AND CONSTRUCTION.** Any services for bidding and construction of the project shall be provided by amendment to this agreement or under separate agreement.
9. **RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, and permission for access to private property to perform work.

10. COMPLETION. The design services and construction services for the Project shall be completed as follows:

a. Design and preparation of plans and specifications: March 31, 2022.

11. COMPENSATION. The City shall compensate the Engineers for services under this Agreement as follows:

a. The fee for services for the topographic survey, boundary survey, design, preparation of plans and specifications for the Project shall be based on the Engineers standard hourly fees with a maximum not to exceed fee of Two Hundred Seventy-One Thousand Dollars (\$271,000).

12. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**,***	\$3,000,000/3,000,000

*Occurrence/Aggregate

** The Owner is not to be named as an additional insured

***Claims made basis

13. ERRORS OR DEFICIENCIES. The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.

14. MODIFICATIONS TO AGREEMENT. This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.

15. LEGAL SERVICES. The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.

16. COMPLETENESS OF CONTRACT. This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF BONDURANT, IOWA

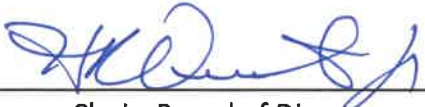
ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Chair, Board of Directors

By  _____

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
(Effective July 2021)

Management I	\$186.00
Management II	180.00
Process Engineer I	203.00
Client Services I	180.00
Client Services V	70.00
Funding Specialist.....	110.00
Engineer I-A	186.00
Engineer I-B	176.00
Engineer I-C	167.00
Engineer I-D	160.00
Engineer II-A	152.00
Engineer II-B	143.00
Engineer III-A	134.00
Engineer III-B	128.00
Engineer III-C	125.00
Engineer IV	121.00
Engineer V	113.00
Engineer VI	106.00
Engineer VII	101.00
Engineer VIII	98.00
Engineer IX	91.00
Engineer X	83.00
Engineer XI	75.00
Engineer XII	67.00
Design Technician I.....	107.00
Design Technician II.....	96.00
Architect.....	114.00
Planner I	117.00
Planner II	78.00
Planner III	72.00
Drafter IA.....	107.00
Drafter IB.....	100.00
Drafter II	94.00
Drafter III	88.00
Drafter IV.....	79.00
Drafter V.....	70.00
Drafter VI.....	63.00
Drafter VII.....	56.00
Clerical I	79.00
Clerical II	70.00
Clerical III	60.00
Clerical IV.....	53.00
Clerical V.....	44.00
Construction Manager	180.00
Surveyor I	127.00
Surveyor II	112.00
Technician I	93.00
Technician II	86.00
Technician III	79.00
Technician IV	77.00
Technician V	71.00
Technician VI	65.00
Technician VII	54.00
Technician VIII	47.00
Technician IX	39.00

Building Inspector I.....	178.00
Building Inspector I-A	119.00
Building Inspector II.....	94.00
Building Inspector III.....	75.00

REIMBURSABLES AND EQUIPMENT RATES

Robotics.....	35.00
GPS	35.00
Leica Total Station	25.00
Total Station Robotics	20.00
Tablet	45.00
Fluoroscope.....	50.00
4-Wheeler	50.00
Drone.....	75.00
Mileage.....	IRS Rate



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

Item No. 6.t.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution affixing a date for a public hearing on December 20th, 2021 to consider an ordinance amending Chapter 3 of the Bondurant Code of Ordinances, titled Municipal Boundaries and Precincts

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution sets the required public hearing to consider adoption of an amended Chapter 3 of the Bondurant City Code, titled Municipal Boundaries and Precincts. An amendment to this chapter of the City Code is necessary, as Bondurant's 2020 Census population of 7,365 people requires that Bondurant have three precincts within corporate limits instead of two as previously required by the 2010 Census numbers.

Section 49.5.2 of the Iowa Code states the following, "The council of a city where establishment of more than one precinct is necessary or deemed advisable shall, at the time required by law, divide the city into the number of election precincts as will best serve the convenience of voters while promoting electoral efficiency". Section 49.3 of the Iowa Code regulates precinct boundary requirements - this section notes that no precinct shall have a total population in excess of 3,500 people.

Attached is a map which shows the three precincts proposed in Bondurant. This map reflects preliminary guidance provided by the Polk County Auditor's office on suggested boundaries within Bondurant.

All City and County precinct boundaries become effective on January 15, 2022; meaning that ordinance readings may need to be waived at either the December 20th or January 3rd City Council meetings in order to meet this deadline.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution affixing the required public hearing for December 20th, 2021.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-327
2. Precinct Map - 11292021

CITY OF BONDURANT
RESOLUTION NO. 211206-327

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING TO CONSIDER AN
AMENDED CHAPTER 3 OF THE BONDURANT CITY CODE, TITLED MUNICIPAL
BOUNDARIES AND PRECINCTS

WHEREAS, following the decennial census and federal and state redistricting, the City is required to review and revise its municipal precincts; AND

WHEREAS, due to population growth, the City will add a precinct; AND

WHEREAS, City staff worked with Polk County on the updated precinct maps; AND

WHEREAS, the City is required to host a public hearing on proposed precincts and proposes to hold such hearing on December 20, 2021 at 6:00 p.m.

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

That the City Council of the City of Bondurant, Iowa, hereby proposes to amend Chapter 3 of the Bondurant City Code, titled Municipal Boundaries and Precincts, so that the following precinct descriptions are included as part of this Chapter:

Precinct One

Within the corporate limits of the City of Bondurant north of 2nd Street NE/NW.

Precinct Two

Within the corporate limits of the City of Bondurant south of 2nd Street NE/NW and north of Hubbell Avenue/US Highway 65.

Precinct Three

Within the corporate limits of the City of Bondurant south of Hubbell Avenue/Highway 65.

A public hearing will be held on the 20th day of December, 2021, at 6:00 p.m. in the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa, at which time the Council will hear public comments on the proposed amended Chapter 3.

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

Passed and approved by the City Council of the City of Bondurant, Iowa, this 6th day of December, 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				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on December 20, 2021 in the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa, to consider Bondurant's proposed precinct boundaries described as follows:

Precinct One

Within the corporate limits of the City of Bondurant north of 2nd Street NE/NW.

Precinct Two

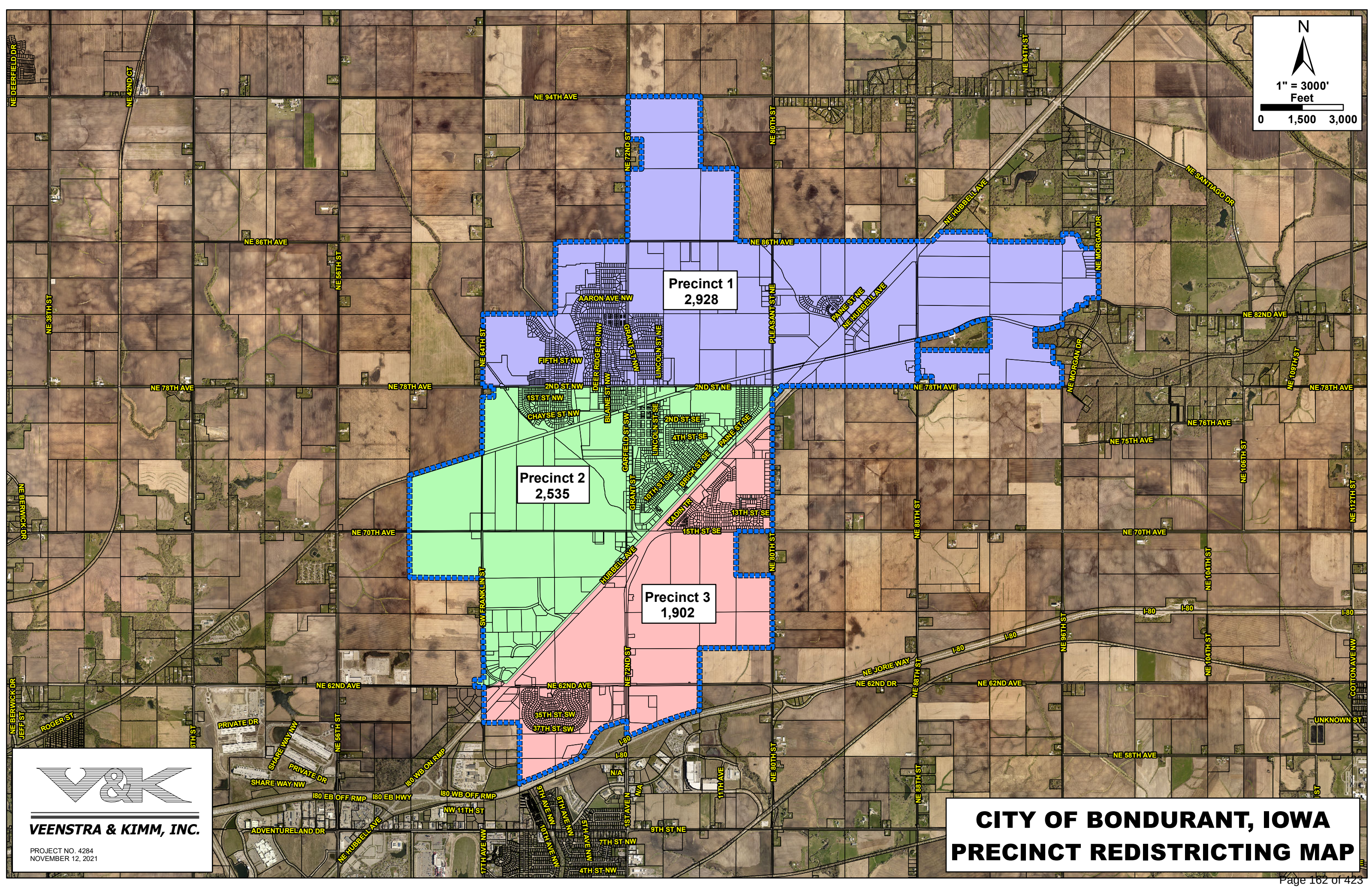
Within the corporate limits of the City of Bondurant south of 2nd Street NE/NW and north of Hubbell Avenue/US Highway 65.

Precinct Three

Within the corporate limits of the City of Bondurant south of Hubbell Avenue/Highway 65.

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK





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

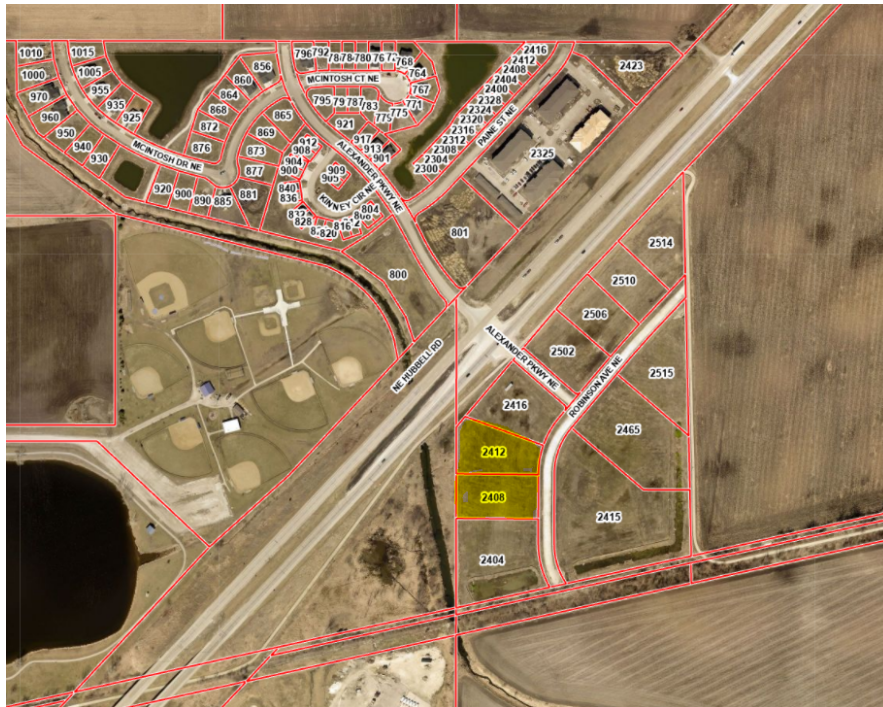
Item No. 6.u.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving the CDL Training Site Plan at 2408 Robinson Avenue, NE

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review for the site at 2408 Robinson Avenue NE. This site plan is comprised of Lots 6 & 7 of the Bondurant Industrial Park - please see the highlighted area below. The use proposed is a CDL training lot. [160 Driving Academy](#) is the company that will be utilizing this site. This property is zoned as being within the City's Medium Industrial (M-2) District.



When the Planning & Zoning Commission and City Council reviews site plans, they review for consistency with the following documents: Comprehensive Plan; Zoning

Code; and Comments from City Officials.

Analysis:

Consistency with the City's Comprehensive Plan

The City's Future Land Use Map guides for industrial use within the Bondurant Industrial Park. Since this property is already zoned for industrial use, no rezoning is proposed as part of this site plan.

Consistency with the City's Zoning Code

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

- **Medium Industrial Use & Bulk**

- A CDL training lot is a permitted use per either Section 178.13.1.F (trade school) or Section 178.14.1.D (carting, express, hauling, or storage yards).
- N/A for setbacks, as no structure is currently proposed.
- N/A for building height, as no structure is currently proposed.

- **Parking/Drive Areas**

- The site plan shows all parking/drive areas will be paved as required by Section 177.10.8 of the Zoning Code. The developer has noted that if the paving cannot be completed yet this year, they will temporarily place gravel until it can be paved in 2022; this has been factored in as part of the attached resolution which references the section of the Zoning Code which notes that site plans must be completed within 180 days of City Council approval.
- Two separate 30'-wide curb cuts are proposed off of the existing Robinson Avenue NE street area.
- Section 177.08 of the Zoning Code relative to off-street loading spaces does not apply, as no structure is proposed.
- The site plan shows parking spaces will be provided with raised curbing or equivalent, as is required by Section 177.10.8.
- Fifteen standard parking stalls are proposed and six truck parking stalls are proposed. The following section of the Zoning Code, Section 177.09, of the Zoning Code applies to this site: in cases not specifically covered, the City Administrator is authorized to determine the parking space requirements using a similar use as a guide; this has been factored in as part of the attached resolution.

- **Stormwater, Utilities, & Natural Features**

- Stormwater - the required stormwater management plan has been submitted and reviewed by Bob Veenstra, City Engineer. The following comments have been relayed to the site plan engineer; this has been factored in as part of the attached resolution.

The Bondurant Industrial Park included stormwater detention for the overall area. The stormwater detention was based on an assumption regarding a certain degree of impervious surface on each of the lots. The general understanding was if a lot has an impervious area greater than the allowance set forth in the regional detention design that lot would need to provide supplemental detention.

In this instance the impervious area on Lot 6 and 7 will exceed the assumption regarding impervious area used in the design of the Bondurant Industrial Park stormwater detention facilities. In its report Pelds Design Services is noting the impervious area on Lot 8 is less than the allowance used in designing the regional detention facilities. Pelds Design Services is proposing that by combining the impervious areas of Lots 6, 7 and 8 the overall impervious area on the three parcels is within the allowance used in the design of the regional detention facilities.

While this condition may be correct, if the owner of Lot 6 and 7 does not own Lot 8 that assumption may not be binding on Lot 8 if it were to redevelop at a future date to a more impervious design.

The City does not allow for combining the impervious of parcels under differing ownerships to meet the regional detention facility requirement unless all lot owners are in agreement. Only if all lot owners are in agreement can the City enforce the provision that would limit the redevelopment of Lot 8 to increase the impervious area. Without the consent of Lot 8 it would be possible for Lot 8 to increase its impervious area up to the allowance in the design of the regional detention facilities and the City may not be in a position to require additional detention. This condition would result in an inadequate sizing of the detention facility serving Lot 6 and 7.

It is the writer's recommendation the approach proposed by Pelds Design Services would only be valid if the owner of Lot 8 consents and that consent is recorded and binding on future owners of Lot 8. Absent this recorded consent the approach used by Pelds Design Services, even though it provides adequate storage detention at the current time would not be considered as acceptable as it is not binding on the owner of Lot 8 if it is under separate ownership.

- No utility connections are proposed for this CDL training site. While no utilities are proposed at this location, this development site falls within the City's Park Side Water Connection Fee District and the City's Urban Service Area Sanitary Sewer Connection Fee District. The subdivision developer opted that the Bondurant Industrial Park Subdivision's connection fee district fees be captured at the time each lot develops; as such, payment into the water and sewer connection fee districts for this CDL training lot must be made prior to

beginning development - this has been factored in as part of the attached resolution.

- Parking lot pavement is proposed over the existing sanitary sewer easement and storm sewer easement. The City of Bondurant is not responsible for repair/replacement should access ever be needed to the utilities within the easement area.
- The 100-year floodplain is located on this site in areas as shown on the site plan. Chapter 165 of the City Code, titled Floodplain Management, will need to be met if/when there is a structure proposed at this location.
- The Stream Buffer Ordinance does not fall within this site plan area.

- **Landscaping Plan**

- Page C-100 contains the required landscaping plan. Notes on this:
 - This site has 277' of street frontage. The landscaping plan shows 6 general trees are proposed, however, it appears the site plan only shows 5 general trees on this site. Site plan to be updated to show 6 general trees on this site. The landscaping plan shows that these general trees will be planted within the M-2 District's 30' minimum front yard setback area. Site plan engineer to confirm the general trees will be planted at least 4' away from the front property line, as is required by Section 182.05.E.
 - 15 parking spaces are proposed. 15/18 = at least 1 interior tree required. The landscaping plan does not currently show the interior tree in an interior parking lot island. Site plan to be updated accordingly.
 - Site plan does not provide a calculation for the 5% minimum interior greenspace requirement, as is required by Section 177.10.7.a of the Zoning Code. Site plan to be updated accordingly.
 - The types of trees proposed are considered deciduous. This meets the type requirement regulated by Section 182.05.D.1 of the Zoning Code notes
 - The landscaping plan notes that all trees will be 1 /34 inch caliper in size. This meets the size requirements as regulated by Section 182.04 of the Zoning Code.

- **Architectural Elevations** - N/A, as no structure is proposed.

- **Other Site Plan Features-**

- If any detached monument signage is proposed, a sign permit will be required prior to installation.
- If any parking lot lighting is proposed, it must be installed such that it is directed away from any residential properties, if applicable.
- If a dumpster is proposed, it must be screened.
- No sidewalks are shown - this is consistent with the other developed lots of the Bondurant Industrial Park. If the City determines sidewalks

should be required in the future, the City Council may do so in accordance with Chapter 136 of the City Code.

Comments from City Officials

1. **Public Works** - reviewed an initial site plan submitted in October 2021 and provided a note that the right-of-way driveway areas shall be paved. This has been addressed with the resubmitted site plan.
2. **Engineering** - the above stormwater comments have been relayed to the developer's site plan engineer; this has been factored in as part of the attached resolution.
3. **Fire Department** - noted no Fire Code comments/concerns.
4. **City Building Official** - current use proposed is not required to install a permanent restroom facility. However, if use intensifies in the future, the City of Bondurant will require installation of such facilities; this has been factored in as part of the attached resolution. A temporary kybo will not meet this City of Bondurant requirement.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed this site plan during their meeting on November 18, 2021 and voted on recommended approval with a 6-0 vote. There was some discussion by the Commission requesting confirmation from the developer that the company utilizing the site will not have its instructors or students utilize the site for sleeping in their truck cabins overnight; the following comment was relayed in writing by the developer after the P&Z meeting: No overnight truck parking with humans in the trucks, only empty trucks and empty trailers.

Staff recommends approval of the attached resolution approving the CDL training site plan at 2408 Robinson Avenue NE.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-328
2. Site Plan

CITY OF BONDURANT
RESOLUTION NO. 211206-328

RESOLUTION APPROVING THE 160 DRIVING ACADEMY SITE PLAN AT 2408
ROBINSON AVENUE, NE

WHEREAS, Pelds Design Services submitted a site plan request for the 160 Driving Academy CDL Training site 2408 Robinson Avenue NE; AND

WHEREAS, the zoning for the property is Medium Industrial (M-2) and the proposed use is considered a permitted use of the M-2 District via Section 178.13.1.F (trade school) or Section 178.14.1.D (carting, express, hauling, or storage yards); AND

WHEREAS, the Planning & Zoning Commission reviewed this 160 Driving Academy site plan during their meeting on November 18, 2021 and voted on recommended approval subject to the City Code clarification items noted in this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 160 Driving Academy site plan at 2408 Robinson Avenue NE is hereby approved subject to the following City Code clarification items being addressed:

1. The site shall be paved in accordance with Section 177.10.8 of the Zoning Code within 180 days after City Council approval, as is regulated by Section 179.01.6 of the Zoning Code.
2. That if in the future the CDL training use intensifies, the City Building Official may make a determination that permanent restroom facilities or other building code requirements shall be accommodated for on site.
3. That per Section 177.10.8 of the Zoning Code, all vehicles must be parked in a lined parking space area and that if it is found such site is not in compliance with this requirement, the City Administrator may require additional lined parking spaces to be provided for on-site as is allowed per Section 177.09 of the Zoning Code.
4. The Park Side Water Connection Fee District fees shall be paid prior to issuance of a grading permit.
5. The Urban Service Area Sanitary Sewer Connection Fee District shall be paid prior to issuance of a grading permit.
6. The site plan must be updated so that it meets the landscaping requirements as noted in the agenda statement.
7. The City Engineer's stormwater comments must be addressed prior to issuance of a grading permit.

Passed this 6th day of December 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				

2408 & 2412 ROBINSON AVENUE NE
BONDURANT, IOWA 50035

CDL TRAINING LOT

EXISTING: M-2 MEDIUM INDUSTRIAL DISTRICT
PROPOSED: N/A
ADJACENT ZONING:
NORTH: M-2
EAST: M-2
SOUTH: M-2
WEST: M-2

SITE: 6" THICK NON REINFORCED R.C.C. WITH MINIMUM 6" CRUSHED P.C.C. SUBBASE***
ACCESS: 7" THICK NON REINFORCED R.C.C. WITH MINIMUM 6" CRUSHED P.C.C. SUBBASE***

***6" CRUSHED RECYCLED CONCRETE THAT COMPLIES WITH AASHTO M147 GRADE C OR GRADE D AND SUBGRADE THAT IS COMPACTED TO 95% STANDARD PROCTOR DENSITY. GEOTECHNICAL REPORT UNAVAILABLE AT THE TIME OF CIVIL SET PREPARATION. VERIFY SUBBASE DEPTH WITH ENGINEER PRIOR TO CONSTRUCTION.

MAXIMUM JOINT SPACING = PAVEMENT THICKNESS * 1.5 6 * 1.5 = 9 FT

2.39 ACRES (104,272 SQ.FT.)

EXISTING:	100% (104,272 SQ.FT.)
PROPOSED:	23% (24,272 SQ.FT.)
REQUIRED:	10% (10,427 SQ. FT.)

EXISTING: 0% (0 SQ.FT.)
PROPOSED: 77% (80,000 SQ.FT.)

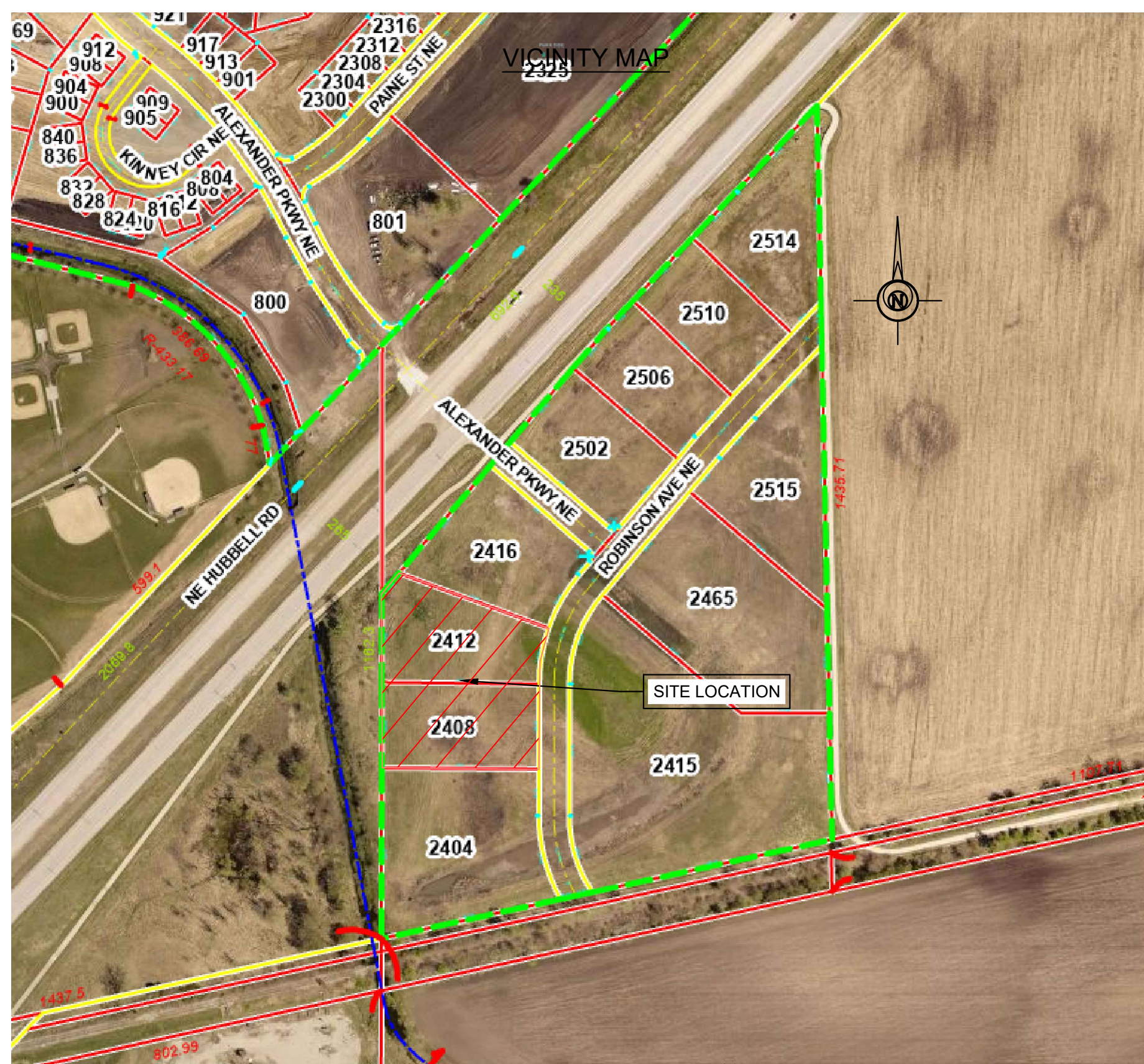
15 SPACES (INCLUDING 1 HANDICAP PARKING STALLS)
6 TRUCK PARKING SPACES

DISTURBED AREA
ESTIMATED: 104,272 SQ.FT.
ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED.
THE DISTURBED AREA FOR THIS SITE IS GREATER THAN 1 ACRE, THEREFORE A NPDES PERMIT IS REQUIRED.

PER FEMA MAP #19153C0235F, THE SITE IS LOCATED IN ZONE A WHICH IS A FLOOD HAZARD WITHOUT BASE FLOOD ELEVATION

PER FAA NOTICE CRITERIA TOOL, SITE DOES NOT EXCEED NOTICE CRITERIA UP TO 100 FT HEIGHT (FOR POSSIBLE CRANE HEIGHT) AND THEREFORE FILING WITH THE FAA IS NOT REQUIRED

2408 & 2412 ROBINSON AVENUE NE BONDURANT, IOWA



C-001 - COVER SHEET
C-002 - NOTE SHEET
C-100 - SITE AND LANDSCAPING SHEET
C-101 - GRADING AND UTILITY SHEET

LOTS 6 & 7, BONDURANT INDUSTRIAL PLAT, ALL BEING IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA.

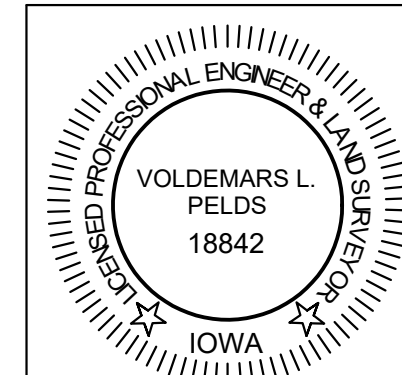
BONDURANT BUISNESS PARK LLC
2540 73RD STREET
URBANDALE, IOWA 50322
PROJECT CONTACT: JAMIE MYERS
PHONE: (515) 440-1111
EMAIL: JAMIE@PARAMOUNT-MIDWEST.COM

PELDS DESIGN SERVICES
2323 DIXON ST
DES MOINES, IOWA 50316
PROJECT CONTACT: ELARA JONDLE
PHONE: (515) 265-8196
EMAIL: ELARA@PELDS.COM

CITY OF BONDURANT
200 2ND STREET BOX 37
BONDURANT, IOWA 50035
PROJECT CONTACT: MAGGIE MURRAY
PHONE: (515) 630-6985
EMAIL: PLANNING@CITYOFBONDURANT.COM

LEGEND:

F.F.	FINISHED FLOOR		PARKING SPACE		GUY ANCHOR		THROAT INTAKE		G	GAS LINE
+/-	MORE OR LESS		SIGN		TEL. JUNCTION BOX		FLARED END SECTION		— OH	OVERHEAD ELEC.
123.45G	GUTTER ELEVATION		STREET LIGHT		CABLE TV JUNCTION BOX		VALVE		— OHT	OVERHEAD TEL.
123.45TC	TOP OF CURB ELEVATION		POWER POLE		GAS VALVE		FIRE HYDRANT		— SAN	SANITARY SEWER
123.45G/123.45E	EXISTING/PROPOSED ELEVATION		LIGHT POLE		GAS METER		WATER METER		— ST	STORM SEWER
FL	FLOWLINE ELEVATION		AREA LIGHT		SANITARY SEWER MANHOLE		WATER VALVE		— UG	UNDERGROUND ELEC.
●	CONTROL POINT		ELEC. TRANSFORMER		STORM SEWER MANHOLE		WATER TEE		— UG	UNDERGROUND TEL.
●	●		ELEC. METER		CLEANOUT		PROPOSED UTILITY LINE		— W	WATER
●	●		ELEC. BOX		DOWNSPOUT		EXISTING UTILITY LINE		— FENCE	FENCE LINE



I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

VOLDEMARS L. PELDS, P.E. IA LIC. NO. 18842 DATE _____

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE
UNLESS INDICATED HERE): C-001 - C-101



Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

TITLE

**BIP - LOTS 6 & 7
2408 & 2412 ROBINSON AVENUE NE
BONDURANT, IOWA**

BENCHMARK:	REVISIONS 10-07-2020	PRELIMINARY
------------	-------------------------	-------------

COPYRIGHT DATE: 10.1.21	DRAWN BY: N. DAY	SCALE: —	LATEST REVISION: 11.09.2021	DRAWING NO: 21-165
----------------------------	---------------------	-------------	--------------------------------	-----------------------

FILE PATH:	J:\2021 Projects\21-165 RIP Lots 6 & 7\Engineering\Site Plan\Sheet Set	C-001 - Cover Sheet
------------	--	---------------------

GENERAL NOTES

- THE CITY OF BONDURANT MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- ALL PROPOSED MATERIALS AND STRUCTURES SHALL BE APPROVED BY THE CITY OF BONDURANT AND BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- PELDS DESIGN SERVICES SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- IF A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNER'S REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF BONDURANT.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES OR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
- ALL CONSTRUCTION WITHIN THE PUBLIC R.O.W/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS SHALL COMPLY WITH THE CITY OF BONDURANT.
- THE CONTRACTOR SHALL CONTACT THE CITY OF BONDURANT TO SCHEDULE ANY REQUIRED INSPECTIONS AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS
- IN THE EVENT OF ANY CONFLICTING NOTES BETWEEN THE COVER SHEET AND ALL OTHER SHEETS, THE NOTES ON THE COVER SHEET SHALL SUPERCEDE ALL OTHERS
- IN THE EVENT OF ANY CONFLICTING INFORMATION BETWEEN THE LABEL, ELECTRONIC CAD FILE, AND THE ELECTRONIC SURFACE, THE DESIGN ENGINEER SHALL BE CONTACTED FOR CLARIFICATION

SURVEY NOTES

- SURVEY WORK WAS COMPLETED BY PELDS DESIGN SERVICES IN JANUARY 2021. SEE SITE SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.

STAKING NOTES

- IT IS RECOMMENDED FOR THE CONTRACTOR TO HAVE ALL STAKING DONE UNDER THE SUPERVISION OF A LICENSED LAND SURVEYOR AND IN COORDINATION WITH THE PROJECT ENGINEER.
- IT IS RECOMMENDED FOR THE CONTRACTOR TO HAVE ALL STAKING DONE DIRECTLY UNDER THE GENERAL CONTRACTOR BY A SINGLE COMPANY.
- STAKING DOES NOT RELIEVE CONTRACTOR OF ULTIMATE RESPONSIBILITY TO CONSTRUCT THE PROJECT PER PLAN.

DEMO NOTES

- SAWCUT & REMOVE ALL PAVEMENT TO FULL DEPTH OF SLAB.
- PROTECT ALL TREES NOT CALLED OUT FOR REMOVAL WITH ORANGE CONSTRUCTION FENCE AT THE DRIP LINE.
- PAVEMENT STRIPING CALLED OUT FOR REMOVAL SHALL BE SANDBLASTED. NO GRINDING WILL BE ALLOWED.
- PROPERLY DISCONNECT ALL PUBLIC AND PRIVATE UTILITIES, AS NECESSARY.
- COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS TO REMOVE AND PROPERLY DISPOSE OF SIDEWALKS, STEPS, DRIVEWAYS, AND STRUCTURES (INCLUDING BOTH ABOVE GROUND AND BELOW GROUND ELEMENTS).
- COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS TO REMOVE FUEL TANKS, SEPTIC TANKS, CISTERNS, AND ANY OTHER UNDERGROUND FACILITIES; AND TO PROPERLY DISPOSE OF ANY LIQUIDS OR PRODUCTS CONTAINED WITHIN THESE ITEMS.
- PLACE BACKFILL MATERIAL IN HOLES AND DEPRESSIONS, GRADE THE SITE, AND ESTABLISH GROUND COVER.
- PROTECT EXISTING FIRE HYDRANTS, STREET LIGHTS, TRAFFIC SIGNALS, UTILITY POLES, FIRE ALARM BOXES, WIRE CABLES, UNDERGROUND UTILITIES, AND OTHER APPURTENANCES IN THE VICINITY OF THE DEMOLITION SITE
- COMPLY WITH NOISE POLLUTION REQUIREMENTS AND ANY WORKING HOUR RESTRICTIONS OF THE JURISDICTION.
- MAINTAIN OR RE-ESTABLISH ALL TILES, ROADWAY SUBDRAINS, CULVERTS, OR OTHER DRAINAGE FACILITIES NOT IDENTIFIED IN THE CONTRACT DOCUMENTS FOR REMOVAL.
- IMPLEMENT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN FOR EACH SITE PRIOR TO INITIATING DEMOLITION BY PLACING ALL REQUIRED DEVICES; INCLUDE MEASURES TO PREVENT TRACKING OF MUD ONTO ADJACENT STREETS OR ALLEYS.
- COMPLY WITH ALL APPLICABLE AIR POLLUTION REQUIREMENTS OF THE JURISDICTION. USE WATER OR APPROPRIATE CHEMICALS FOR CONTROL OF DUST IN THE DEMOLITION AREA, ON HAULING EQUIPMENT, ON ADJACENT ROADWAYS, AND WHEN GRADING THE SITE.
- TAKE STEPS TO PREVENT THE GENERATION OF LITTER DURING DEMOLITION AND COLLECT ALL LITTER FROM THE DEMOLITION AREA AT THE END OF EACH WORKING DAY. LOAD TRUCKS TO PREVENT LEAKAGE OR BLOWING OF DEBRIS.
- REMOVE ALL CONCRETE, ASPHALT, OR MASONRY SLABS AND APPURTENANCES.
- REMOVE AND DISPOSE OF ALL BRUSH, SHRUBS, TREES, LOGS, DOWNED TIMBER, AND OTHER YARD WASTE ON THE SITE UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS. DO NOT MIX WITH DEMOLITION MATERIAL. REMOVE STUMPS TO A MINIMUM OF 2 FEET BELOW FINISH GRADE. PROTECT ANY TREES OR OTHER VEGETATION NOT DESIGNATED FOR REMOVAL BY PLACING A FENCE AT THE DRIP LINE ENCOMPASSING THE ENTIRE TREE AND KEEPING ALL OPERATIONS OUTSIDE OF THE FENCED IN AREA, INCLUDING STORAGE OF EQUIPMENT OR MATERIALS. AT NO ADDITIONAL COST TO THE CONTRACTING AUTHORITY, REPLACE ANY TREES THAT ARE DESIGNATED FOR PROTECTION BUT ARE DAMAGED BEYOND TREATMENT. THE ENGINEER WILL DETERMINE SIZE AND SPECIES OF THE REPLACEMENT TREE.
- SAW-CUT ALL HARD SURFACING AT LOCATION OF REMOVAL LIMITS.
- WHERE SELECTIVE DEMOLITION IS SHOWN AT PAVED AREAS, DEMOLISH THE EXISTING PAVING BACK TO AN EXISTING CONTROL JOINT NEAR THE LOCATION SHOWN.

WETLAND NOTES

- PELDS DESIGN SERVICES DOES NOT PERFORM WETLAND STUDIES OR WETLAND MITIGATION. IT IS THE OWNER'S RESPONSIBILITY TO DETERMINE IF ANY WETLANDS ARE LOCATED ON THE PROJECT SITE AND PERFORM ANY NECESSARY MITIGATION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

DISCLAIMER

- THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.
- P.D.S. DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY FOR INFORMATION THAT DOES NOT BEAR THE ORIGINAL SEAL AND SIGNATURE OF THE PROFESSIONAL IN CHARGE.

CIVIL ENGINEERING NOTES
FOR
BIP - LOTS 6 & 7
2408 & 2412 ROBINSON AVENUE NE
BONDURANT, IOWA

UTILITY NOTES

- QUANTITY CALLOUTS ON PIPE LENGTHS ARE APPROXIMATE AND SHOULD BE USED FOR REFERENCE ONLY.
- PIPE LENGTHS CALLED OUT ON PLANS DO NOT INCLUDE FLARED END SECTION, WHERE APPLICABLE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES. ANY DAMAGE TO SAID UTILITIES SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE CONTRACTORS EXPENSE.
- THE CONTRACTOR SHALL RELOCATE EXISTING UTILITIES AS NECESSARY, SHOWN OR NOT SHOWN.
- THE CONTRACTOR SHALL COORDINATE WITH THE CITY ON ALL SIZE, DEPTHS, AND MATERIALS OF ALL PROPOSED UTILITIES.
- THE CONTRACTOR MUST PROVIDE AS-BUILTS OF ALL UTILITIES, INCLUDING DEPTH AND LOCATION OF ALL SERVICES IF REQUIRED BY CITY.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE APPROPRIATE UTILITY COMPANIES PRIOR TO CONNECTION OR DISCONNECTION OF A SERVICE LINE.
- CONTRACTOR IS TO COMPLY WITH THE LATEST SUDAS SPECIFICATIONS FOR MAINTENANCE, INSTALLATION, AND TESTING FOR CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE THE ADJUSTMENT OF ANY AND ALL EXISTING AND PROPOSED UTILITIES TO PROPOSED GRADES. EXISTING UTILITIES SHALL BE RAISED OR LOWERED IN ACCORDANCE WITH THE UTILITY OWNER REQUIREMENTS. ANY NECESSARY ADJUSTMENTS SHALL BE CONSIDERED INCIDENTAL TO CONSTRUCTION.
- ACTIVE EXISTING FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE REPAIRED, REROUTED, OR CONNECTED TO PUBLIC OR PRIVATE STORM SEWER TO REMAIN IN SERVICE. THE TILE SHOULD BE DIRECTED TO PUBLIC STORM SEWER IF POSSIBLE. THE CONTRACTOR SHALL RECORD THE ELEVATION AND LOCATION OF ALL TILES.
- ALL RIP RAP CALLED OUT ON PLANS SHALL BE UNDERLAIN WITH ENGINEERING FABRIC.
- ALL STRUCTURE SIZES CALLED OUT ON PLANS ARE MINIMUM INSIDE WALL DIMENSIONS.
- ALL PROPOSED UTILITIES SHALL BE PRIVATE, UNLESS NOTED OTHERWISE.
- ALL STRUCTURES CALLED OUT AS "MODIFIED" OR "SPECIAL" SHALL BE ENGINEERED BY THE PRECASTER TO ENSURE STRUCTURE STABILITY. MODIFICATIONS INCLUDE ADDITIONAL WALL LENGTH TO ACCOUNT FOR LARGE PIPE DIAMETERS AND ADDITIONAL WALL WIDTH & BASE DEPTH TO ACCOUNT FOR DEEPER STRUCTURES. ANY AND ALL MODIFICATIONS TO STANDARD STRUCTURES SHALL BE CONSIDERED INCIDENTAL TO BID

ELECTRICAL SERVICE NOTES

- ALL SITE LIGHTING SHALL NOT SPILL ONTO ADJACENT PROPERTIES OR RIGHT-OF-WAYS
- TRANSFORMER PAD IS SHOWN FOR REFERENCE ONLY AND MAY NOT BE DRAWN TO ACTUAL SIZE. PAD SHALL CONFORM TO ALL UTILITY COMPANY DESIGN STANDARDS AND SPECIFICATIONS.

SANITARY SERVICE NOTES

- SANITARY SEWER SERVICE CONNECTIONS SHALL BE PLACED AT A SLOPE OF NO LESS THAN 2% FOR A 4" PIPE AND 1% FOR A 6" PIPE. SERVICES SHALL MAINTAIN 18" OF VERTICAL SEPARATION FROM THE WATER MAIN WITH 18" OF COMPACTED LOW PERMEABILITY SOIL BETWEEN THE UTILITIES WITHIN 10' OF THE CROSSING.

STORM WATER SERVICE NOTES

- ALL STORM SEWER IN THE ROW SHALL BE RCP (CLASS III RCP), UNLESS OTHERWISE SPECIFIED.
- ALL PROPOSED RCP STORM SEWER PIPE JOINTS SHALL BE FABRIC WRAPPED AND THE LAST 3 PIPE SECTIONS ON THE APRON SHALL BE TIED WITH RF-14 TYPE II CONNECTORS. ALL APRONS SHALL HAVE A STANDARD FOOTING AND TRASH GUARD.
- ALL SUMP SERVICE LINES SHALL HAVE TRACE WIRE

WATER SERVICE NOTES

- WATER SERVICE SHALL BE TYPE K COPPER, DIP OR HDPE, DEPENDING ON SIZE AND JURISDICTIONAL REQUIREMENTS. IF CONTAMINATED OR "HOT" SOILS, ENSURE APPROPRIATE PIPE IS BEING UTILIZED. SIZE OF WATER MAIN AS SHOWN ON PLANS.
- TRACER WIRE SHALL BE ADDED TO ALL WATER MAIN, AND BROUGHT TO THE SURFACE AT EVERY HYDRANT.
- THRUST BLOCKS SHALL BE INSTALLED AS REQUIRED AND SHALL BE CONSIDERED INCIDENTAL TO WATER MAIN CONSTRUCTION.
- ANY AND ALL HYDRANT AND VALVE EXTENSIONS, TOGETHER WITH VERTICAL BENDS, SHALL BE CONSIDERED INCIDENTAL TO WATER MAIN CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE PROVIDED FOR INCIDENTAL ITEMS.
- ALL WATER LINES SHALL HAVE A MINIMUM OF 5.5 FEET OF COVER UNLESS NOTED OTHERWISE.

EXISTING UTILITIES NOTE

- THE LOCATIONS OF THE EXISTING UTILITIES SHOWN HEREON ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/OR RECORDS. THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION: IOWA ONE-CALL (1-800-292-8989).

UTILITY CONFLICT NOTES

- UTILITY CONFLICTS MAY EXIST ACROSS THE SITE WITH NEW UTILITIES, GRADING, PAVING ETC. MOST UTILITY CONFLICTS HAVE BEEN CALLED OUT FOR CONTRACTOR CONVENIENCE.
- CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY CONFLICTS BETWEEN AN EXISTING UTILITY AND PROPOSED CONSTRUCTION THAT ARE EITHER CALLED OUT ON THE PLANS OR NOT CALLED OUT.
- CONTRACTOR SHALL COMPLY WITH ALL DNR REQUIREMENTS FOR PIPE MATERIAL, PIPE JOINTS, AND ANY OTHER APPLICABLE REQUIREMENTS ANY TIME A STORM SEWER OR SANITARY SEWER CROSSES OVER OR LESS THAN 18" BELOW A WATER MAIN.
- FOR ALL CRITICAL CROSSINGS WITH EXISTING UTILITIES, THE ELEVATION OF THE EXISTING UTILITY SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. NOTIFY PELDS DESIGN SERVICES PRIOR TO CONSTRUCTION IF A CONFLICT EXISTS.

SPECIFICATIONS NOTES

- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST VERSION OF THE URBAN STANDARDS SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ON THE DATE OF APPROVAL AND THE CITY OF BONDURANT SUPPLEMENTAL SPECIFICATIONS.
- IN THE EVENT OF A DISCREPANCY BETWEEN THE PROJECT SPECIFICATIONS AND THE CITY OF BONDURANT REQUIREMENTS AND SPECIFICATIONS, PLUMBING CODE, AND URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENT, THE CITY OF BONDURANT STANDARD SPECIFICATIONS SHALL GOVERN.
- FOR ALL SPECIFICATION DISCREPANCIES, THE PROJECT ENGINEER SHALL BE CONTACTED PRIOR TO PROCEEDING WITH CONSTRUCTION. IF THE ENGINEER IS NOT CONTACTED, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY PROBLEMS THAT RESULT FROM SAID DISCREPANCIES.

REQUIRED AS-BUILT NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COST OF AS-BUILT TOPO, IF REQUIRED BY CITY.
- CONTRACTOR SHALL CONTACT PELDS DESIGN SERVICES TO PERFORM SAID AS-BUILT SURVEYS.
- IF ANYTHING HAS BEEN CONSTRUCTED INCORRECTLY, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SUBSEQUENT AS-BUILT SURVEYS UNTIL ISSUES HAVE BEEN RECTIFIED.

PAVING NOTES

- THE PAVING/ GRADING CONTRACTOR SHALL BACKFILL THE PAVING SLAB AND FINE GRADE THE RIGHT OF WAY AS SOON AFTER THE PAVING AS POSSIBLE. ALL AREAS SHALL BE SODDED IN ACCORDANCE WITH CITY OF BONDURANT SPECIFICATIONS AND THE LATEST VERSION OF SUDAS.
- SEE DETAILS FOR ALL PAVEMENT THICKNESS.
- DETECTABLE WARNING PANEL(S) CALLED OUT ON PLANS SHALL BE PER A.D.A. REGULATIONS. PANEL TYPE & COLOR SHALL BE PER CITY STANDARD.
- SIDEWALKS SHALL HAVE EXPANSION JOINTS AT 100 FOOT INTERVALS AS REQUIRED BY CITY CODE
- ALL WALKS, PARKING LOTS, HANDICAP PARKING, RAMPS, ETC. SHALL COMPLY WITH ALL A.D.A. AND CITY CODES. HANDICAP PARKING SIGNAGE IS REQUIRED FOR ALL HANDICAP STALLS AND SHALL BE CONSIDERED INCIDENTAL. IN EVENT OF A DISCREPANCY BETWEEN THE PLANS AND THE A.D.A./CITY CODES THE A.D.A./CITY CODES SHALL GOVERN. CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING A.D.A. CODES ARE MET.

PAVEMENT SAWCUT NOTES

- CONTRACTOR TO PROVIDE SAWCUT JOINTING PLAN PRIOR TO ANY CONCRETE PAVEMENT INSTALLATION.
- PAVEMENT MAY BE REQUIRED TO BE REMOVED AND REPLACED IF PLACED WITHOUT AN APPROVED PLAN.
- LONGITUDINAL JOINTS IN DRIVE LANES & THE OUTER MOST JOINT OF ALL PARKING AREAS SHALL BE SUDAS TYPE 'L-1' OR 'L-2' JOINTS AND HAVE STEEL. INTERIOR PARKING LOT JOINTS, OTHER THAN THE OUTER MOST JOINT, DO NOT NEED STEEL AND SHALL BE SUDAS TYPE 'B' OR TYPE 'K' JOINTS. ALL TRANSVERSE JOINTS SHALL BE SUDAS TYPE 'C' OR TYPE 'DW' JOINTS WITH STEEL IN THE CASE OF A DAY'S WORK JOINT.

SOIL NOTES

- STRIP AND STOCKPILE THE TOP 8 INCHES OF SOIL ON ALL DISTURBED AREAS. GRADING CONTRACTOR SHALL STOCKPILE TOPSOIL FOR SHOULDERING.
- SOD REQUIREMENT PER SUDAS: IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED, A SODBED SHOULD BE CONSTRUCTED BY SPREADING A MINIMUM OF 6 INCHES OF TOPSOIL PRIOR TO SODDING. DEEPER TOPSOIL DEPTHS (8 TO 12 INCHES OR GREATER) ARE DESIRABLE AS THEY INCREASE THE ORGANIC MATTER AVAILABLE FOR USE BY THE PLANTS, ALLOW FOR DEEPER ROOT PENETRATION AND INCREASE THE MOISTURE HOLDING ABILITY OF THE SOIL.
- PERMANENT SEED REQUIREMENT PER SUDAS: IN ORDER TO PROVIDE AN ADEQUATE GROWING MEDIUM, A MINIMUM OF 8 INCHES OF TOPSOIL SHOULD BE PLACED OVER THE DISTURBED AREA PRIOR TO SEEDING. DEEPER TOPSOIL DEPTHS (8-12 INCHES OR GREATER) ARE DESIRABLE AS THEY INCREASE THE ORGANIC MATTER AVAILABLE FOR USE BY THE PLANTS, ALLOW FOR DEEPER ROOT PENETRATION AND INCREASE THE MOISTURE HOLDING ABILITY OF THE SOIL.
- TOPSOIL SHALL BE FREE OF ALL ROCK AND DEBRIS LARGER THAN 3/4" IN SIZE.
- TOPSOIL IS DEFINED AS: FERTILE, FRIABLE LOAM, CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH, FROM WELL DRAINED SITE FREE FROM FLOODING, NOT IN FROZEN OR MUDDY CONDITIONS; REASONABLE FREE FROM SUBSOIL, CLAY LUMPS, ROOTS, GRASS, WEEDS, STONES LARGER THAN 3/4 INCH IN DIAMETER, AND FOREIGN MATTER; ACIDITY RANGE (PH) OF 5.5 TO 7.5; CONTAINING MINIMUM 4 PERCENT AND MAXIMUM 20 PERCENT ORGANIC MATTER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING ALL TOPSOIL REQUIREMENTS OF NPDES GENERAL PERMIT NO. 2 ARE MET.
- REFERENCE GEOTECHNICAL REPORT FOR ADDITIONAL SOILS INFORMATION INCLUDING BUT NOT LIMITED TO SUBGRADE INFORMATION, FOOTING DESIGN, AND ANY POSSIBLE OVER EXCAVATION DUE TO POOR SOILS. PAVEMENT SECTIONS ON THE PLANS GOVERN OVER PAVEMENT THICKNESS IN THE SOILS REPORT.

GRADING NOTES

- AREAS TO RECEIVE STRUCTURAL FILL SHALL BE BENCHED. STRUCTURAL FILL SHALL BE COMPACTED TO A DENSITY THAT IS NOT LESS THAN 95% STANDARD PROCTOR.
- PREPARE BOTTOM OF BENCH FOR FILL BY DISKING TO A DEPTH OF 12 INCHES AND COMPACT. ANY LOCALIZED AREAS WHICH CANNOT BE SATISFACTORILY COMPACTED OR WHICH SHOW EVIDENCE OF PUMPING ACTION SHALL BE UNDERCUT AND RE-COMPACTED WITH ON-SITE FILL MATERIALS.
- ALL AREAS WHICH ARE TO RECEIVE PAVING SHALL HAVE THE TOP 12 INCHES DISKED AND COMPACTED TO 95% STANDARD PROCTOR DENSITY.
- MAINTAIN ALL CUT AND FILL AREAS TO ACCOMMODATE SURFACE DRAINAGE.
- FINISH GRADE ON ALL NON-PAVED AREAS SHALL BE WITHIN 0.20 FT, AND PAVED AREAS SHALL BE WITHIN 0.10 FT OF THE PROPOSED GRADES SHOWN ON THE PLAN
- MAXIMUM ALLOWABLE GRADE ON ALL PROPOSED SLOPES IS 3:1.
- THE MOISTURE CONTENT SHALL NOT DEVIATE FROM THE OPTIMUM BY MORE THAN 2% IN STRUCTURAL FILL.
- MAXIMUM 2% CROSS-SLOPE ON ALL SIDEWALKS.
- GRADING AND EROSION CONTROL SHALL BE DONE IN ACCORDANCE WITH THE APPROVED GRADING PLAN, SWPPP, NPDES DOCUMENTS, AND IOWA DEPARTMENT OF NATURAL RESOURCES REQUIREMENTS.

LANDSCAPING NOTES

- ALL SODDING & LANDSCAPE PLANTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS, UNLESS SPECIFIED OTHERWISE.
- SEED OR SOD ALL DISTURBED AREAS WITHIN THE CONTRACT LIMITS, UNLESS NOTED OTHERWISE. SOD LIMITS SHOWN ON PLAN ARE FOR REFERENCE ONLY. FINAL LIMITS MAY CHANGE BASED ON CONSTRUCTION ACTIVITIES. SEED ALL DISTURBED AREAS OFF-SITE
- STAKE SOD ON ALL SLOPES 4:1 OR GREATER.
- PLANT QUANTITIES ARE FOR CONTRACTORS CONVENIENCE, THE DRAWING SHALL PREVAIL IF A CONFLICT OCCURS.
- ALL PLANT MATERIAL SHALL CONFORM TO THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z60.1).
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE.
- CONTRACTOR SHALL PLACE SHREDDED HARDWOOD MULCH OR BRICK CHIPS OR WASHED STONE AROUND ALL TREES, SHRUBS AND GROUND COVER BEDS TO A DEPTH OF 4 INCHES, UNLESS NOTED.
- PROVIDE 6MIL MINIMUM PLASTIC BELOW ROCK/BRICK.
- THE LANDSCAPING CONTRACTOR SHALL HAVE ALL UTILITIES LOCATED BEFORE STARTING ANY SITE WORK OR PLANTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- CONTRACTOR SHALL BE RESPONSIBLE MAINTAINING APPROPRIATE LEVEL OF WATERING FOR ALL NEW PLANTS FOR A PERIOD OF 30 DAYS.
- CONTRACTOR SHALL DESIGN AND PROVIDE IRRIGATION SYSTEM. COORDINATION WITH ARCHITECT REQUIRED.
- ALL BEDS TO RECEIVE GRANULAR PRE-EMERGENT WEED CONTROL BEFORE AND AFTER MULCH IS INSTALLED.



PELDS Design Services

Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

TITLE:
**BIP - LOTS 6 & 7
2408 & 2412 ROBINSON AVENUE NE
BONDURANT, IOWA**

BENCHMARK:

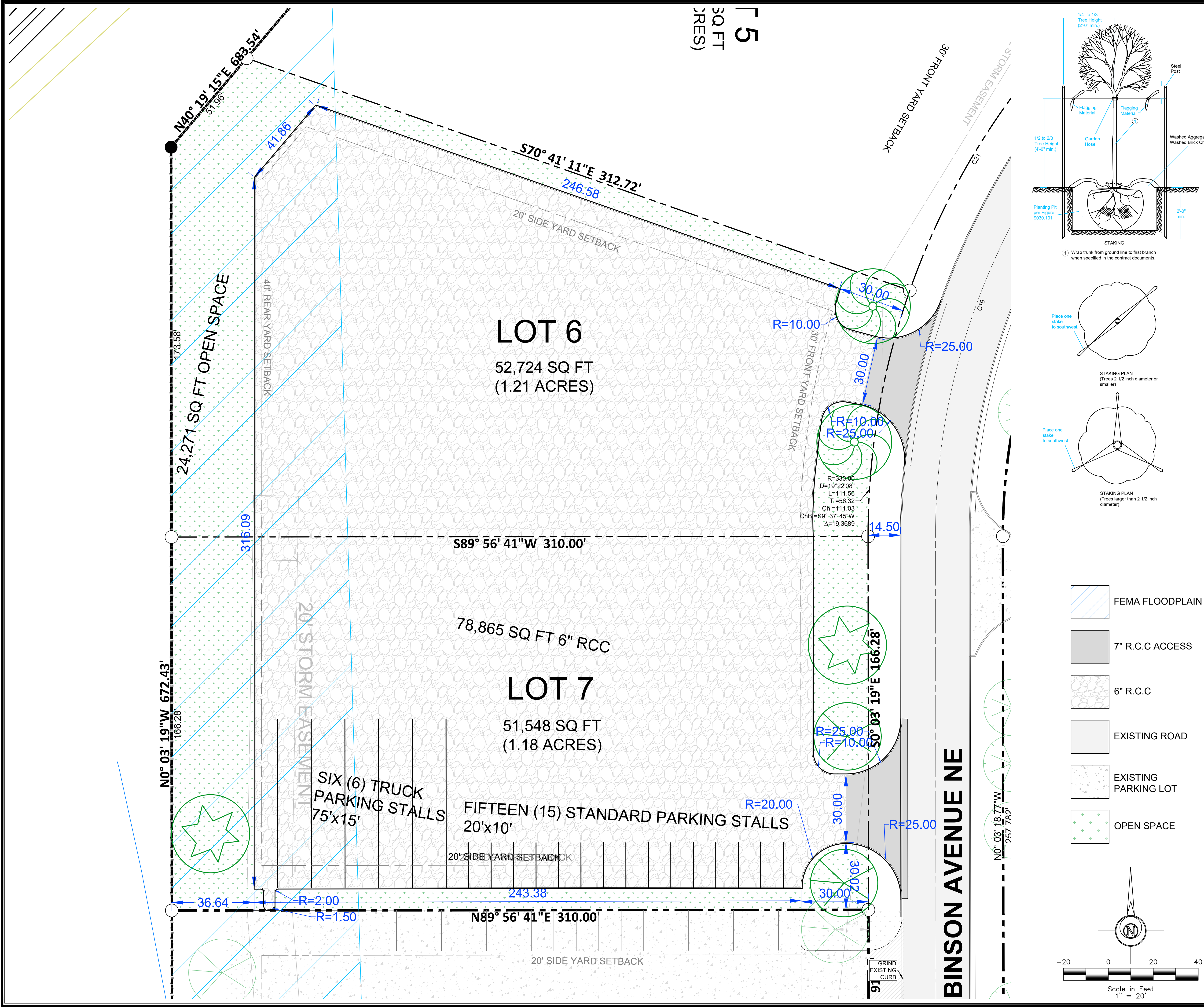
COMPLETION DATE: 10.1.21
DRAWN BY: N. DAY
SCALE:
FILE PATH: 2021 Projects\21-165 BIP Lots 6 & 7\Engineering\Site Plan\Sheet Set

REVISIONS:

11.09.2021
21-165

PRELIMINARY
C-002 - Note Sheet

Page 171 of 423

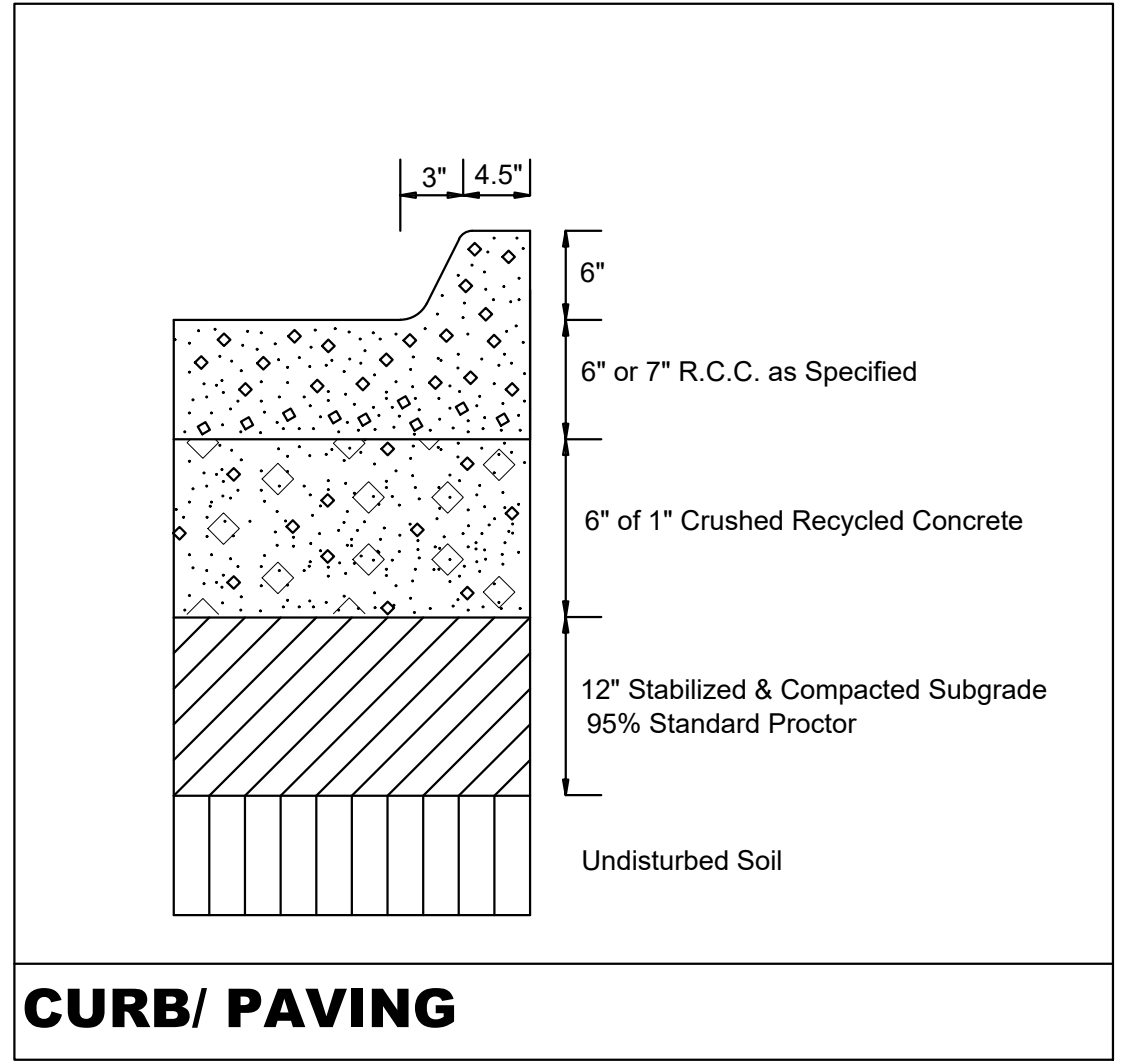
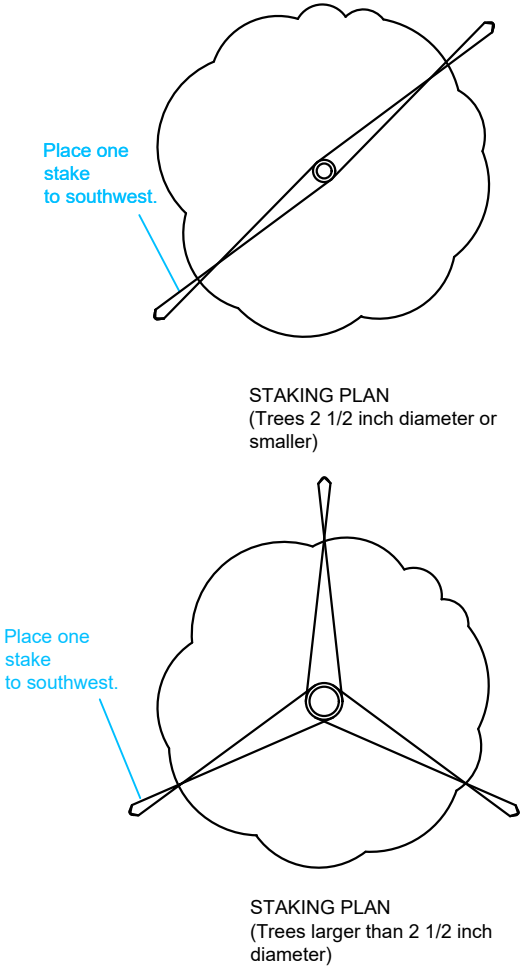
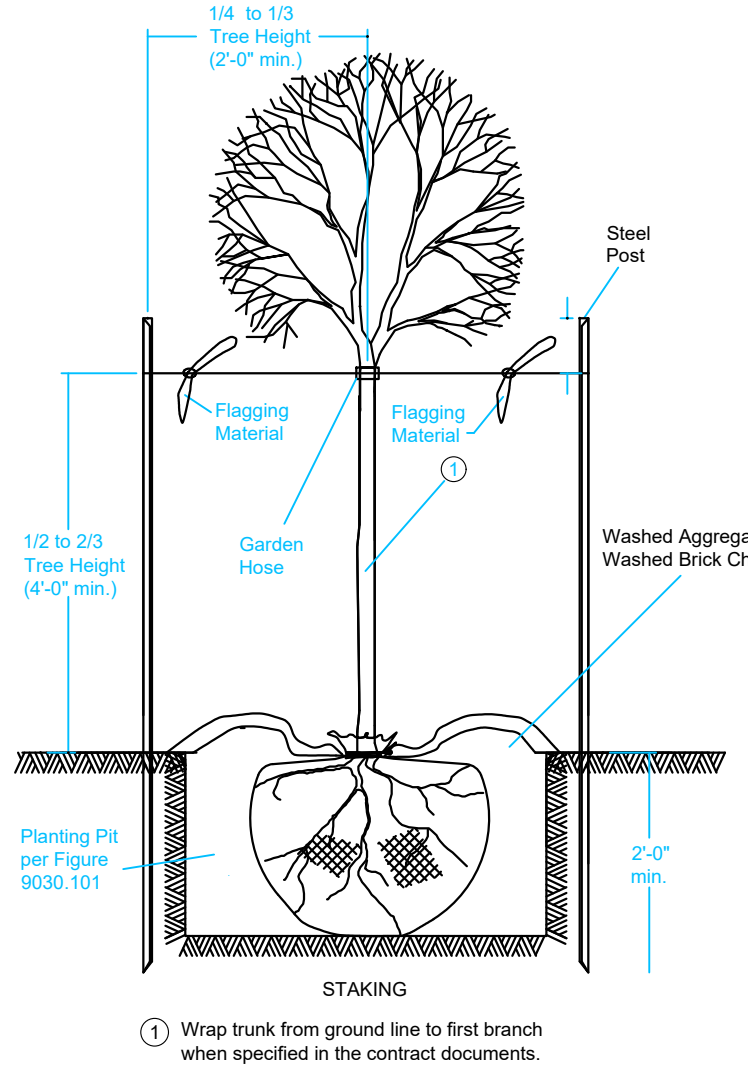


REQUIRED LANDSCAPING

GENERAL:
REQUIRED - 1/50' OF STREET FRONTAGE - 2777/50 = 5.54
PROVIDED - 6 SITE TREES SPACED AT MOST 50' APART ALONG FRONTAGE

INTERIOR:
REQUIRED - 1/18 PARKING SPACES - 15/18 = 0.8 TREES
PROVIDED - 1 INTERIOR TREES

PROPOSED TREES:			
SYMBOL	#	COMMON NAME (BOTANICAL NAME)	PLANTING SIZE
	2	KENTUCKY COFFEE TREE (GYMNOCLADUS DIOICUS)	MINIMUM 1.75" CALIPER B&B
	2	RED OAK (QUERCUS RUBRA)	MINIMUM 1.75" CALIPER B&B
	3	TULIP TREE (LIRIODENDRON TULIPEFERA)	MINIMUM 1.75" CALIPER B&B



CURB/ PAVING

LEGEND:			
+/- F.F.	MORE OR LESS FINISHED FLOOR		ELEC. MANHOLE
123.45G	GUTTER ELEVATION		SANITARY SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION		STORM SEWER MANHOLE
123.45/ 123.45	EXISTING/ PROPOSED ELEVATION		TRAFFIC MANHOLE
FL	FLOWLINE ELEVATION		CLEANOUT
	CONTROL POINT		DOWNSPOUT
	CALCULATED CORNER		AREA INTAKE
	FOUND CORNER		SINGLE INTAKE
	CALCULATED SECTION CORNER		THROAT INTAKE
	FOUND SECTION CORNER		FLARED END SECTION
	PARKING SPACE		GAS VALVE
	SIGN		FIRE HYDRANT
	STREET LIGHT		WATER VALVE
	POWER POLE		P XX PROPOSED UTILITY LINE
	LIGHT POLE		E XX EXISTING UTILITY LINE
	AREA LIGHT		CATV CABLE TELEVISION
	GUY ANCHOR		FO FIBER OPTIC
	TEL. JUNCTION BOX		GAS LINE
	ELEC. TRANSFORMER		OHE OVERHEAD ELEC.
	ELEC. METER		OHT OVERHEAD TEL.
	ELEC. BOX		SS SANITARY SEWER
	ELEC. VAULT		ST STORM SEWER
	FIBER OPTIC VAULT		UGE UNDERGROUND ELEC.
	GAS METER		UGT UNDERGROUND TEL.
	CABLE TV JUNCTION BOX		W WATER
	WATER METER		FENCE LINE

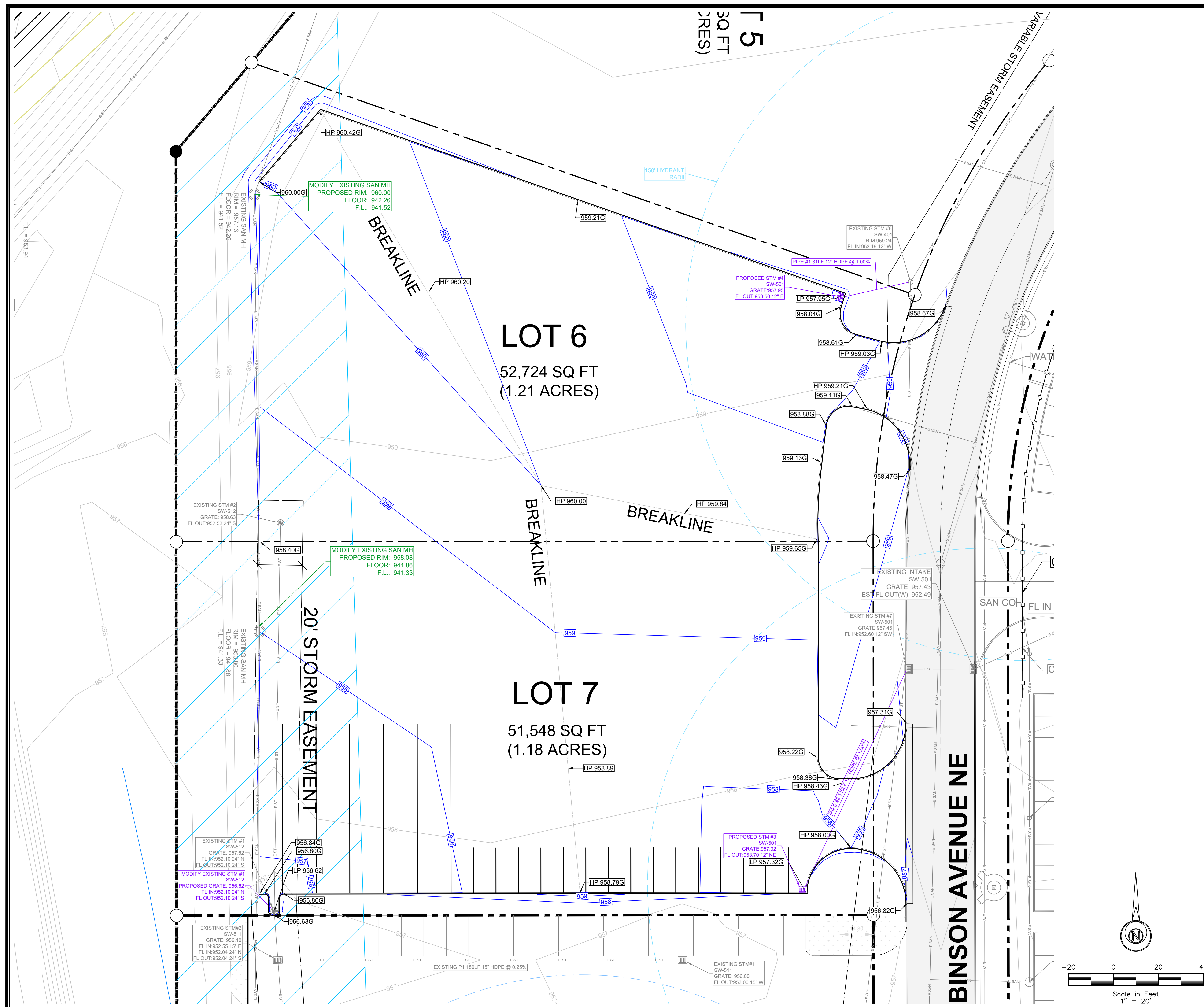
Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

BIP - LOTS 6 & 7
2408 & 2412 ROBINSON AVENUE NE
BONDURANT, IOWA

PRELIMINARY

DATE: 10.1.21
DRAWN BY: N. DAY
SCALE: 1" = 20'
LATEST REVISION: 11.09.2021
DRAWING NO: 21-165

C-100 - Site and Landscaping Sheet



LEGEND:

+/-	MORE OR LESS	E	ELEC. MANHOLE
F.F.	FINISHED FLOOR	E	SANITARY SEWER MANHOLE
123.45G	GUTTER ELEVATION	E	STORM SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	E	TRAFFIC MANHOLE
123.45/123.45	EXISTINGS/PROPOSED ELEVATION	E	CLEANOUT
FL	FLOWLINE ELEVATION	E	DOWNSPOUT
	CONTROL POINT	E	AREA INTAKE
	CALCULATED CORNER	E	SINGLE INTAKE
	FOUND CORNER	E	THROAT INTAKE
	CALCULATED SECTION CORNER	E	FLARED END SECTION
	FOUND SECTION CORNER	E	GAS VALVE
	PARKING SPACE	E	FIRE HYDRANT
	SIGN	E	WATER VALVE
	STREET LIGHT	P XX—	PROPOSED UTILITY LINE
	POWER POLE	E XX—	EXISTING UTILITY LINE
	LIGHT POLE	CATV—	CABLE TELEVISION
	AREA LIGHT	FO—	FIBER OPTIC
	GUY ANCHOR	GAS—	GAS LINE
	TEL. JUNCTION BOX	OHE—	OVERHEAD ELEC.
	ELEC. TRANSFORMER	OHT—	OVERHEAD TEL.
	ELEC. METER	SS—	SANITARY SEWER
	ELEC. BOX	ST—	STORM SEWER
	ELEC. VAULT	UGE—	UNDERGROUND ELEC.
	FIBER OPTIC VAULT	UGT—	UNDERGROUND TEL.
	GAS METER	W—	WATER
	CABLE TV JUNCTION BOX		FENCE LINE
	WATER METER		



Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

TITLE: **BIP - LOTS 6 & 7
2408 & 2412 ROBINSON AVENUE NE
BONDURANT, IOWA**

0	BENCHMARK	REVISIONS	PRELIMINARY
---	-----------	-----------	-------------

COPYRIGHT DATE: 10.1.21	DRAWN BY: N. DAY	SCALE: 1" = 20'	LATEST REVISION: 11.09.2021	DRAWING NO: 21-165
FILE PATH: C:\101 - Grading and Utility Sheets				



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

Item No. 6.v.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving the Midstates Precast Products Site Plan at 2340 Hubbell Avenue, SW

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Brief History:

The City is in receipt of a site plan for review for the existing Midstates Precast Products site at 2340 Hubbell Avenue SW. The site plan proposes the following: a note to replace any dead trees within the landscape buffer area; a new 2,560 SF storage facility in the rear yard area; and a new 9,240 SF concrete pad that will house a future structure. As proposed, the pad for the 9,240 SF concrete area will house a stand-alone frame structure with no roof or siding. The site plan also shows a future parking lot area and a future 1,650 SF building near this future parking lot area.



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

Analysis:

Consistency with the City's Comprehensive Plan

The City's Future Land Use Map guides for industrial use on this Midstates Precast Products site. Since this property is already zoned for industrial use, no rezoning is proposed as part of this site plan.

Consistency with the City's Zoning Code

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

• Medium Industrial Use & Bulk

- The 2017 agenda statement noted the property is zoned for the intended use; it is assumed the following use category was considered in 2017: lumber and building materials and sales or like business (Section 178.13.1.P).
- Section 178.13.1 of the Zoning Code states that all manufacturing, assembling, compounding, processing, packaging, or other comparable treatment shall take place within a building.
- Section 178.13.4 of the Zoning Code allows for outside storage yard areas in the M-1 District only through the granting of a conditional use permit through the City's Board of Adjustment. Note on this: if in the future any new outdoor storage yard areas are proposed for any portions of the site not shown in the 2017 site plan, a conditional use will be required. Review criteria: outdoor storage yard areas are fenced or screened in their entirety such that no materials are visible from the street or another property.
- The site plan shows the structures proposed will meet the following M-1 District setbacks: 50' front, 50' rear, 20' side.
- The maximum building height of the M-1 District is 80' with additional height allowed if greater setbacks.

• Parking/Drive Areas

- The site plan shows no new gravel surface areas from what was shown on the 2017-approved site plan.
- Further information must be provided relative to parking area paving prior to the parking lot paving project occurring. As required by Section 177.10.2 of the Zoning Code, any off-street parking area, including any parking lot, shall be surfaced with asphaltic or Portland cement binder pavement. Further clarification must also be provided relative to the requirement of Section 177.10.7.A that when a parking area is visible from the right-of-way, at least 5% of it must be greenspace and that perimeter landscaping cannot count toward this requirement.
- Further clarification shall be provided on the number of employees on site to ensure Section 177.09 of the Zoning Code relative to minimum parking stall count requirements are met for this site prior to the parking lot paving project. Section 177.09.21 requires at least 1 parking space on the lot for each employee for this industrial-type use.

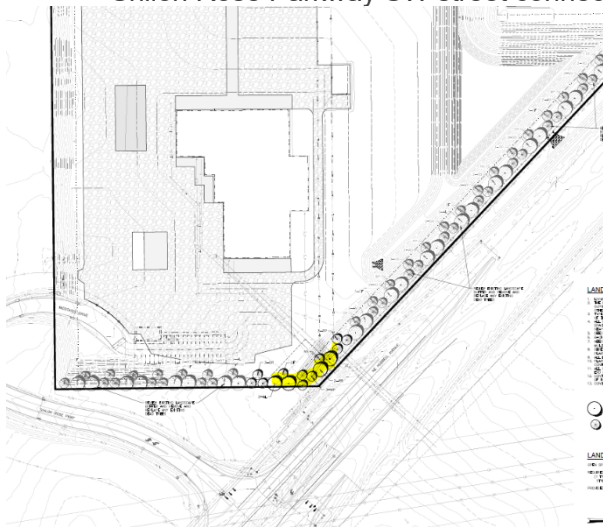
- It is assumed that Section 177.08 of the Zoning Code relative to off-street loading spaces was reviewed when the 2017 site plan was approved. Primary structure SF is what is reviewed for when calculating minimum off-street loading space requirements. There is no change in the square footage of the primary structure.
- Further clarification shall be provided to ensure the following will be met: parking spaces must be provided with raised curbing or equivalent, as is required by Section 177.10.8.

- **Stormwater, Utilities, & Natural Features**

- The required stormwater management report is currently under review by the City Engineer; this has been factored in as part of the attached resolution.
- Site plan to be updated to note total impervious SF proposed on this site as a result of the current projects proposed.
- The site plan shows no new utility connections from area mains into the buildings.
- The 100-year floodplain is not located on this property.
- This site is located outside of the City's Stream Buffer Ordinance area.

- **Landscaping Plan**

- Page 4 contains the required landscaping plan. It notes to review existing landscape buffer and remove and replace any existing dead trees. It also proposes a new portion of landscape buffer area in the area highlighted in yellow below - this site's access out to Highway 65 was formerly located in this area but has since been routed to the Shiloh Rose Parkway SW street connection out to Highway 65.



- **Architectural Elevations** - no colored elevations have been received. Attached are the building plans.

- **Other Site Plan Features-**

- If any detached monument signage is proposed, a sign permit will be required prior to installation.
- If any parking lot lighting is proposed, it must be installed such that it is directed away from any residential properties, if applicable.

- If a dumpster is proposed, it must be screened.

Comments from City Officials

1. **Public Works** - noted that the parking area remains unpaved and that the landscaping has not been maintained.
2. **Engineering** - noted that if any additional pervious areas are converted to an impervious area in the future, Midstates Precast Products will need to submit an updated stormwater management plan to reflect those changes.
3. **Fire Department** - noted no fire code concerns.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed this site plan during their November 18, 2021 meeting and voted on recommended approval with a 5-0 vote subject to the following City Code clarification items:

1. That all manufacturing, assembling, compounding, processing, packaging, or other comparable treatment shall take place within a building (the frame is considered a building).
2. That if any new outdoor storage yard area is proposed in the future that was not shown on the 2017 site plan, a conditional use permit shall be obtained from the City's Board of Adjustment.
3. That the buildings shall comply with the maximum building height requirements of the M-1 District.
4. That as required by Section 177.10.2 of the Zoning Code, any off-street parking area, including any parking lot, shall be surfaced with asphaltic or portland cement. Timing as determined in the 2020-approved development agreement and that prior to such parking lot paving project, the following information must be included as part of a site plan: site plan must provide calculations on interior greenspace requirements; site plan must provide calculations on minimum interior tree requirements; site plan must be updated to note number of employees to ensure minimum parking stall count requirements will be met (at least 1 per employee); the site plan must address the following: parking spaces must be provided with raised curbing or equivalent, as is required by Section 177.10.8.
5. That the site plan must be updated to not the total impervious SF.
6. That if any pervious areas are converted to impervious area in the future, an updated stormwater management report must be submitted for review.
7. That colored elevations of the future buildings must be submitted prior to building permit issuance for a review of Zoning Code compliancy; it is expected that the future structures shall be of similar design/appearance as the existing primary structure.
8. That should any feedback be received by the City Engineer, Fire Marshal, or Public Works Director, such feedback must be reflected in the site plan.

It should be noted that the Commission had significant discussion on the topic of parking lot paving. The Commission noted this currently unpaved parking lot area not in

conformance with the Zoning Code paving requirements is a highly-visible area from the Highway 65 corridor. The Commission recognizes there is an agreement in place relative to this parking lot pavement topic. The Commission encouraged Midstates to pave this parking lot sooner than what is listed in the agreement.

Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-329
2. Midstates Precast Products Phase 2 Site Plan
3. Storage Building

CITY OF BONDURANT
RESOLUTION NO. 211206-329

RESOLUTION APPROVING THE SITE PLAN FOR MIDSTATES PRECAST
PRODUCTS AT 2340 HUBBELL AVENUE SW

WHEREAS, Civil Design Advantage submitted the site plan request for changes to the existing Midstates Precast Products site at 2340 Hubbell Avenue SW; AND

WHEREAS, the zoning for the property is Limited Industrial (M-1) and the 2017 agenda statement approving the original Midstates Precast Products site plan noted the use is a permitted use of the M-1 District; AND

WHEREAS, the Planning & Zoning Commission reviewed this Midstates Precast Products site plan on November 18th and voted on recommended approval subject to the City Code clarification items listed in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the site plan for Midstates Precast Products is approved subject to the following City Code clarification items:

1. That all manufacturing, assembling, compounding, processing, packaging, or other comparable treatment shall take place within a building (the frame is considered a building).
2. That if any new outdoor storage yard area is proposed in the future that was not shown on the 2017 site plan, a conditional use permit shall be obtained from the City's Board of Adjustment.
3. That the buildings shall comply with the maximum building height requirements of the M-1 District.
4. That as required by Section 177.10.2 of the Zoning Code, any off-street parking area, including any parking lot, shall be surfaced with asphaltic or portland cement. Timing as determined in the 2020-approved development agreement and that prior to such parking lot paving project, the following information must be included as part of a site plan: site plan must provide calculations on interior greenspace requirements; site plan must provide calculations on minimum interior tree requirements; site plan must be updated to note number of employees to ensure minimum parking stall count requirements will be met (at least 1 per employee); the site plan must address the following: parking spaces must be provided with raised curbing or equivalent, as is required by Section 177.10.8.
5. That the site plan must be updated to not the total impervious SF.
6. That if any pervious areas are converted to impervious area in the future, an updated stormwater management report must be submitted for review.
7. That colored elevations of the future buildings must be submitted prior to building permit issuance for a review of Zoning Code compliancy; it is expected that the future structures shall be of similar design/appearance as the existing primary structure.

8. That should any feedback be received by the City Engineer, Fire Marshal, or Public Works Director, such feedback must be reflected in the site plan.

Passed this 6th day of December 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

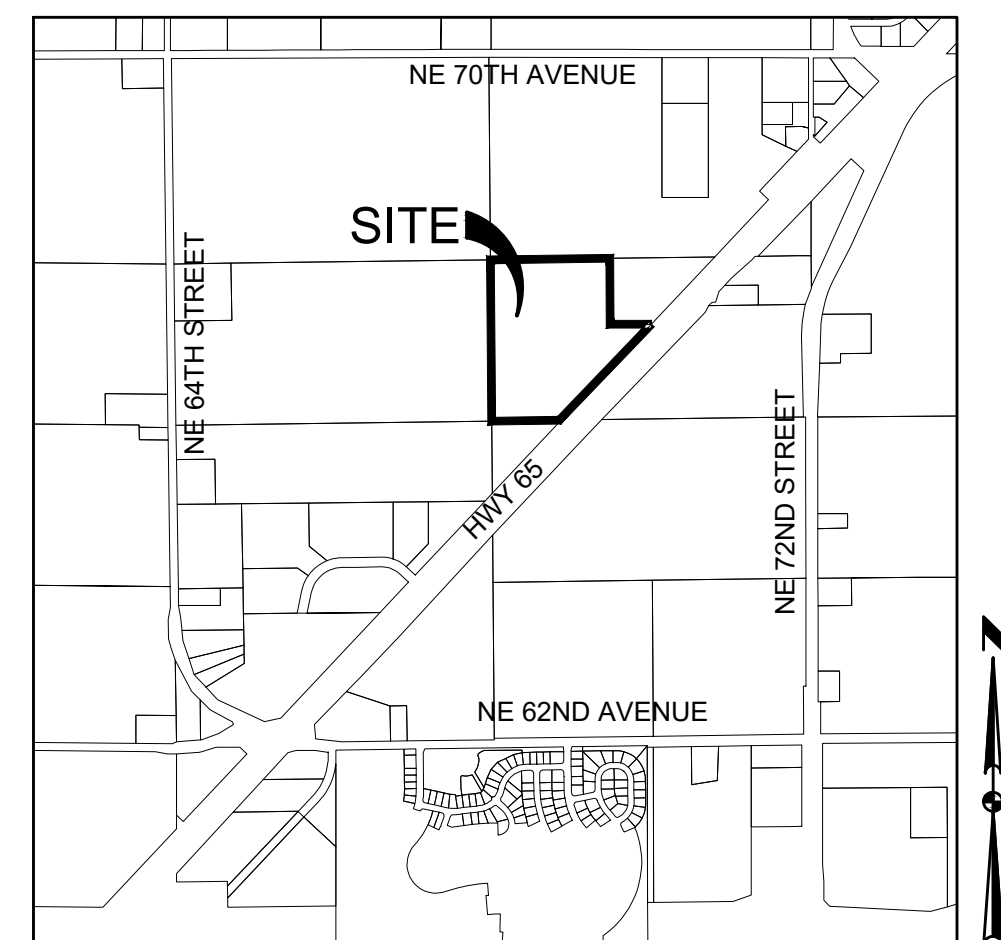
Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

SITE PLAN FOR:

BONDURANT, IOWA

VICINITY MAP

NOT TO SCALE



OWNER / APPLICANT

MPP PARTNERS, LLC
CONTACT: BILL SPENCER
9500 HICKMAN ROAD, SUITE 220
CLIVE, IOWA 50325
PH. (515) 986-5994

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

SURVEYOR

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: MIKE BROONER
3405 SE CROSSROADS DRIVE, SUITE G
GRIMES, IOWA 50111
PH. (515) 369-4400
FX. (515) 369-4410

DATE OF SURVEY

NOVEMBER 7, 2017

BENCHMARKS

NGS BENCHMARK MH0385 100' +/- SOUTH OF
78TH AVENUE, 11' +/- EAST OF RAILROAD, 1.9
MILES SOUTH OF ENTERPRISE.
ELEVATION 938.93

5/8" REBAR W/CONTROL POINT POST, 20' +/-
SOUTHWEST OF SOUTHEAST PROPERTY CORNER.
ELEVATION=957.50

RAILROAD SPIKE IN FENCE POST 100' +/- WEST
OF SOUTHEAST PROPERTY CORNER.
ELEVATION=960.11

SUBMITTAL DATES

-SITE PLAN SUBMITTAL TO CITY #1: 11/10/2021

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	DIMENSION PLAN
3	GRADING PLAN
4	LANDSCAPE PLAN

GENERAL LEGEND

PROPOSED		EXISTING	
PROJECT BOUNDARY	_____	SANITARY MANHOLE	○
LOT LINE	=====	WATER VALVE BOX	⊗
SECTION LINE	-----	FIRE HYDRANT	⊙
CENTER LINE	-----	WATER CURB STOP	⊗
RIGHT OF WAY	----- R/W -----	WELL	○ WELL
PERMANENT EASEMENT	----- P/E -----	STORM SEWER MANHOLE	⊗ ST
TEMPORARY EASEMENT	----- T/E -----	STORM SEWER SINGLE INTAKE	⊗
TYPE SW-501 STORM INTAKE		STORM SEWER DOUBLE INTAKE	⊗
TYPE SW-503 STORM INTAKE		FLARED END SECTION	⊗
TYPE SW-505 STORM INTAKE		ROOF DRAIN/ DOWNSPOUT	⊗ RD
TYPE SW-506 STORM INTAKE		DECIDUOUS TREE	⊗
TYPE SW-513 STORM INTAKE		CONIFEROUS TREE	⊗
TYPE SW-401 STORM MANHOLE	⊗ ST	DECIDUOUS SHRUB	⊗
TYPE SW-402 STORM MANHOLE	⊗ ST	CONIFEROUS SHRUB	⊗
TYPE SW-301 SANITARY MANHOLE	⊗ S	ELECTRIC POWER POLE	⊗
STORM/SANITARY CLEANOUT	⊗	GUY ANCHOR	⊗
WATER VALVE	⊗	STREET LIGHT	⊗
FIRE HYDRANT ASSEMBLY	⊗	POWER POLE W/ TRANSFORMER	⊗
SIGN	⊗	UTILITY POLE W/ LIGHT	⊗
DETECTABLE WARNING PANEL	⊗	ELECTRIC BOX	⊗
STORM SEWER STRUCTURE NO.	⊗ ST-10	ELECTRIC TRANSFORMER	⊗
STORM SEWER PIPE NO.	⊗ L-10	ELECTRIC MANHOLE OR VAULT	⊗
SANITARY SEWER STRUCTURE NO.	⊗ S-10	TRAFFIC SIGN	⊗
SANITARY SEWER PIPE NO.	⊗ P-10	TELEPHONE JUNCTION BOX	⊗
SANITARY SEWER WITH SIZE	⊗ 8" S	TELEPHONE MANHOLE/VAULT	⊗
SANITARY SERVICE	⊗ S S S S	TELEPHONE POLE	⊗
STORM SEWER	⊗ ST ST ST	GAS VALVE BOX	⊗
STORM SERVICE	⊗ ST ST ST	CABLE TV JUNCTION BOX	⊗
WATERMAIN WITH SIZE	⊗ 8" W	CABLE TV MANHOLE/VAULT	⊗
WATER SERVICE	⊗ W W W W	MAIL BOX	⊗
SAWCUT (FULL DEPTH)	⊗	BENCHMARK	⊗ BM
SILT FENCE	⊗	SOIL BORING	⊗ SB
		UNDERGROUND TV CABLE	⊗ TV
		GAS MAIN	⊗ G
		FIBER OPTIC	⊗ FO
		UNDERGROUND TELEPHONE	⊗ T
		OVERHEAD ELECTRIC	⊗ OE
		UNDERGROUND ELECTRIC	⊗ E
		FIELD TILE	⊗ TILE
		SANITARY SEWER W/ SIZE	⊗ 8" S
		STORM SEWER W/ SIZE	⊗ 15" RCP
		WATER MAIN W/ SIZE	⊗ 8" W



UTILITY WARNING

ANY UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY AND RECORDS OBTAINED BY THIS SURVEYOR. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES SHOWN COMPRISE ALL THE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION SHOWN.



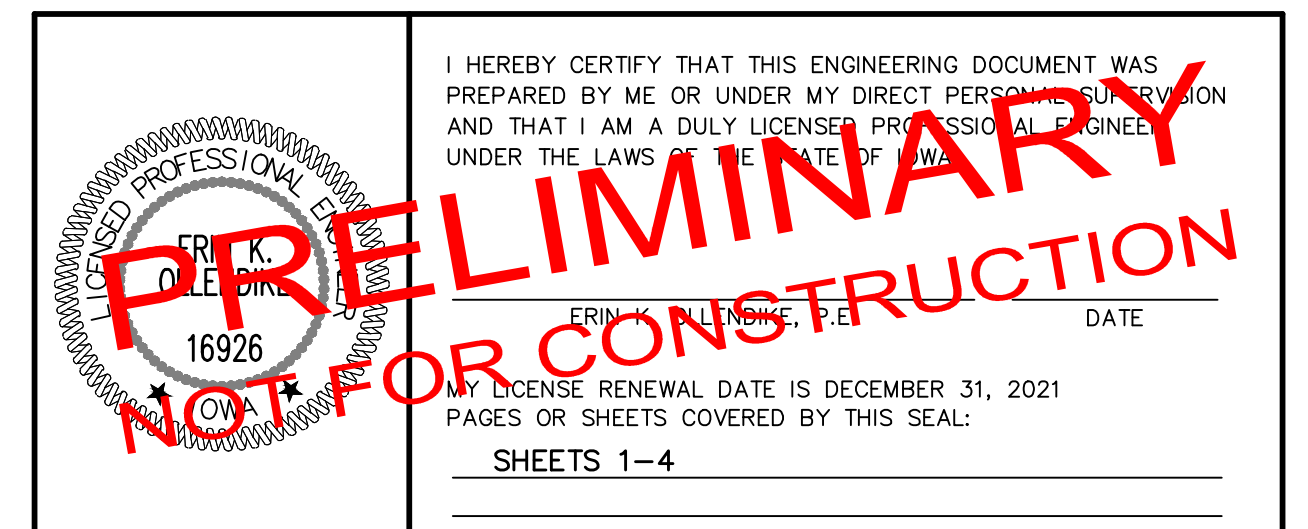
3405 SE CROSSROADS DR. SUITE G, GRIMES, IOWA 50111
PH: (515) 369-4400 Fax: (515) 369-4410
PROJECT NO. 2111.891

THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF BONDURANT GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT CONSTRUCTION AND MEETING LOCAL, STATE AND FEDERAL REQUIREMENTS.

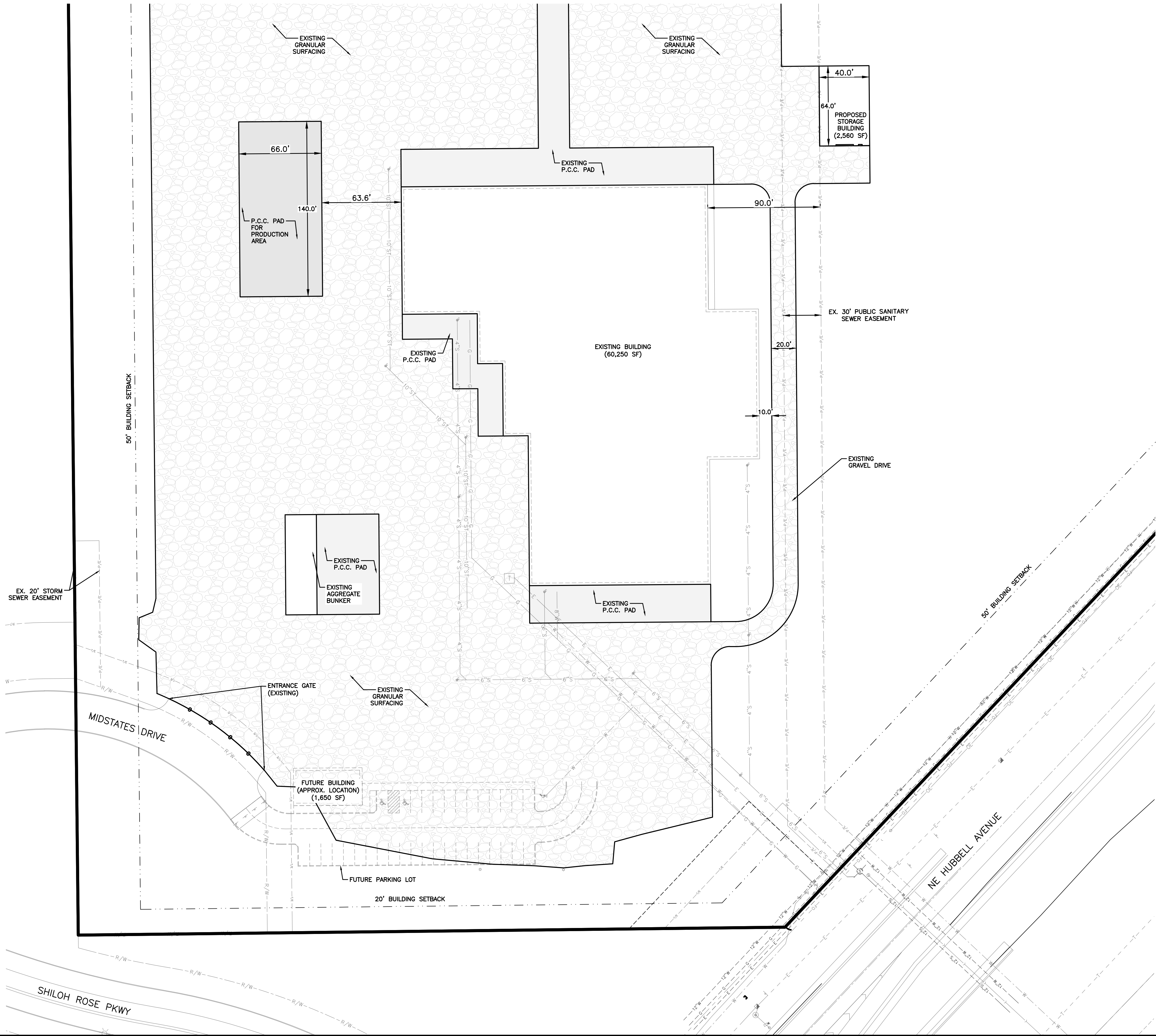
ALL CONSTRUCTION MATERIALS, DUMPSTERS, DETACHED TRAILERS OR SIMILAR ITEMS ARE PROHIBITED ON PUBLIC STREETS OR WITHIN THE PUBLIC R.O.W.

THE 2021 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

THIS DESIGN SPECIFICALLY PREPARED FOR USE AT THE LOCATION SHOWN. USE IN ANY OTHER MANNER EXCEEDS THE INTENDED PURPOSE OF THESE DRAWINGS AND ANY ACCOMPANYING SPECIFICATIONS.



FILE: H:\2017\10847\DWG\PHASE 2 - SITE PLAN\10847-SITE PHASE 2.DWG
DATE: 11/10/2021 10:56 AM
PLOTTER: HP DesignJet T1200
PLOTED BY: GUY HEROLD



GENERAL NOTES

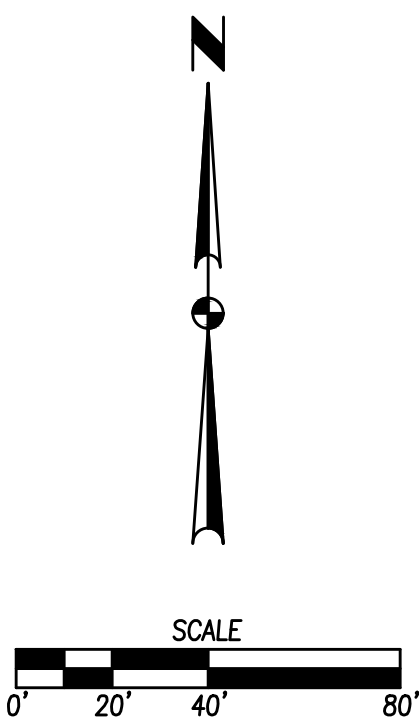
1. THE 2017 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.
4. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
5. ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.
6. ALL CONSTRUCTION WITHIN PUBLIC R.O.W. / EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.
7. ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.
8. CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.
9. PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.
10. REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.
11. ALL PROPERTY PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISTURBED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.
12. DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.
13. THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES AND EQUIPMENT OR USE THESE AREAS FOR STORAGE OF MATERIALS. STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.
15. THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.
16. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION DETAILS.
17. CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.
18. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.
19. A RAPID ENTRY LOCK BOX WILL BE INSTALLED AS REQUIRED BY THE FIRE DEPARTMENT.

TRAFFIC CONTROL NOTES

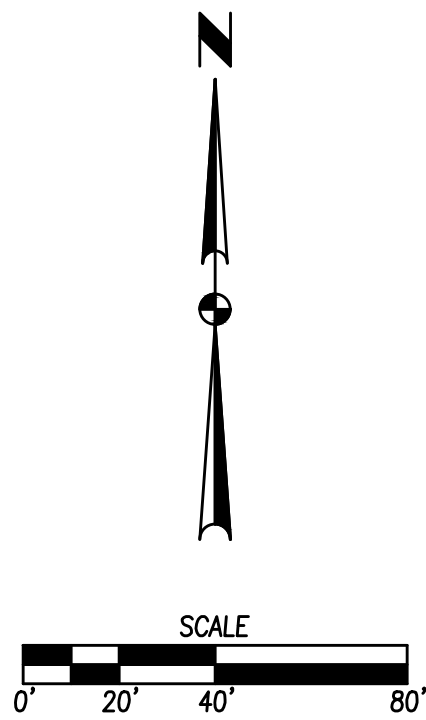
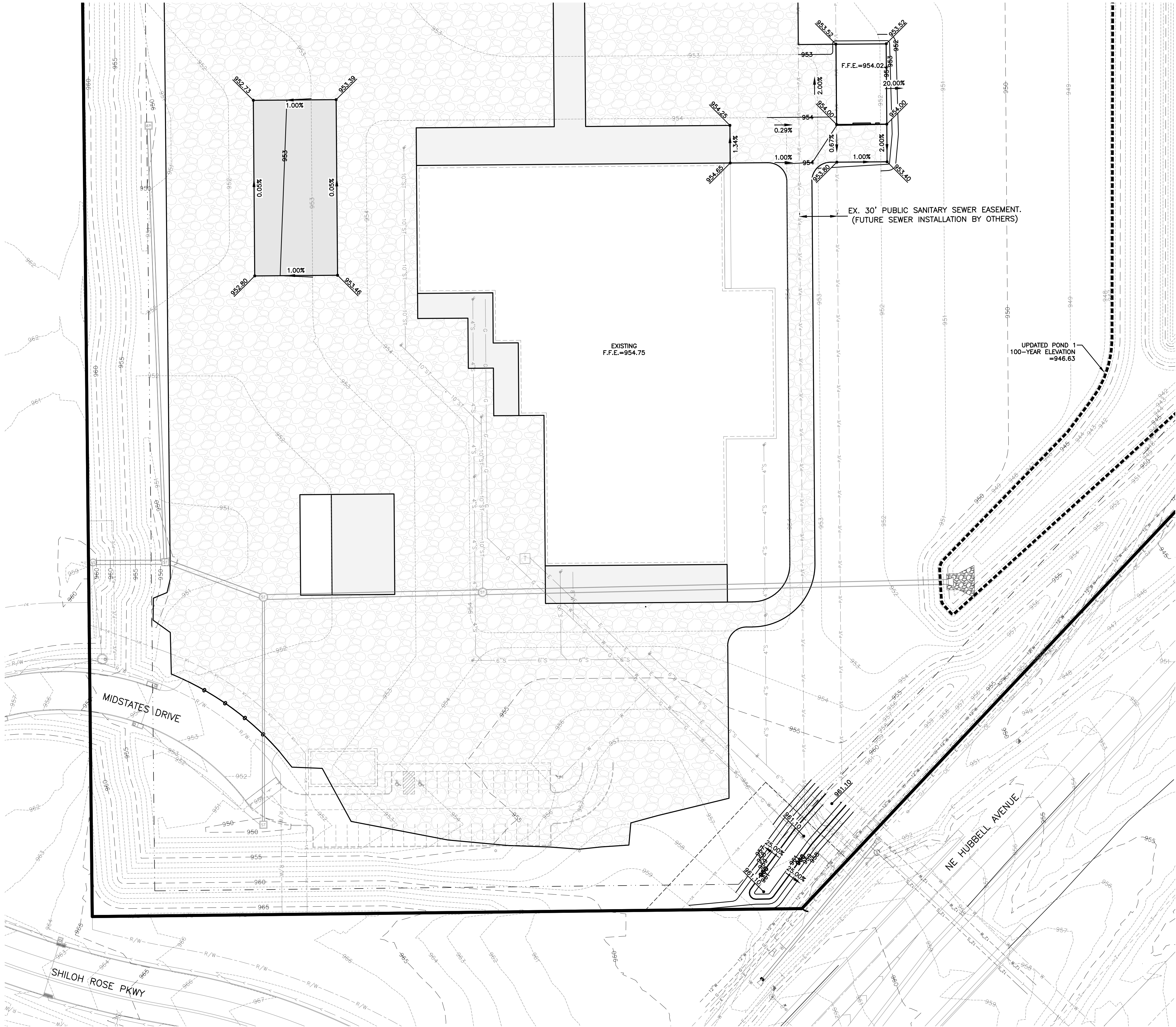
1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING AND NOT APPLICABLE TO THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR WHEN DIRECTED BY THE CITY.
4. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
5. SIDEWALK CLOSED SIGNS REQUIRED FOR ALL SIDEWALK CLOSURES.
6. THE CONTRACTOR IS CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
7. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD. MAINTENANCE AND REPLACEMENT OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

CONSTRUCTION SCHEDULE

1. GRADING - DECEMBER / JANUARY
2. POUR FOOTINGS AND SLAB FOR PRODUCTION AREA AND BUILDING - DECEMBER / JANUARY
3. ERECT STORAGE BUILDING - DECEMBER / JANUARY
4. INSTALL FRAMING AND RUNWAY MOUNT NEW CRANE - JANUARY - APRIL 2022
5. LANDSCAPING - APRIL 2022



FILE: H:\2017\170841\DWG\PHASE 2 - SITE PLAN\170841-SITE PHASE 2.DWG
DATE PLOTTED: 11/10/2021 10:56 AM
PLOT BY: GUY HEROLD



- GRADING NOTES**
1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY OF BONDURANT.
 2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESPREAD AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
 3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2014 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
 4. MATCH EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
 5. ALL SPOT ELEVATIONS ARE FOR GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
 6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
 7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
 8. THE CONTRACTOR SHALL CONFINE HIS GRADING OPERATIONS TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 9. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE CONTROL TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.
 10. SEE SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
 11. FINAL FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.
 12. SIDEWALKS:
MAINTAIN 1% MINIMUM AND 5% MAXIMUM LONGITUDINAL SLOPES ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.
 13. THE GRADING OF THE DETENTION FACILITY, INSTALLATION OF THE STORM SEWER SYSTEM (IF APPLICABLE), AND THE INSTALLATION OF THE ORIFICE PLATE (IF APPLICABLE SHALL BE COMPLETED AND FUNCTIONAL PRIOR TO ANY INCREASE IN IMPERVIOUS SURFACES WITHIN THE SITE OR THE PREVIOUSLY MENTIONED ITEMS SHALL BE GRADED/ INSTALLED AS SOON AS PRACTICAL.
 14. NO GRADING OFFSITE WILL BE ALLOWED WITHOUT PERMISSION FROM THE PROPERTY OWNER.

3

MIDSTATES PRECAST PRODUCTS - PHASE 2

4

GRADING PLAN

2111.891

BONDURANT, IOWA

CIVIL DESIGN ADVANTAGE

3405 S.E. CROSSROADS DRIVE, SUITE G

GRIMES, IOWA 50111

PHONE: (515) 369-4400 FAX: (515) 369-4410

ENGINEER: EKO

EI: GH

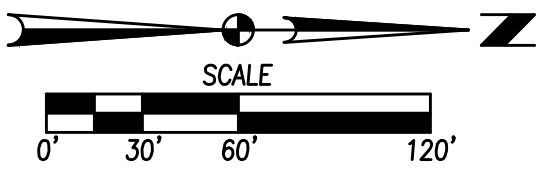
DATE

11/10/21

REVISIONS

1ST SUBMITTAL

Page 183 of 423



1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE MOST RECENT EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS (IF APPLICABLE), SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. TYPE, SIZE, AND QUALITY OF PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK ANSI Z60.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WELL DEVELOPED AND ROOT SYSTEMS; TRUE TO HEIGHT, SHAPE AND CHARACTER OF GROWTH OF THE SPECIES OR VARIETY.
5. SEED (TYPE 1) OR SOD ALL DISTURBED AREAS AS DIRECTED BY OWNER.
6. BACKFILL TO TOP OF CURB. (MINUS 1 1/2" FOR SOD, IF REQ.)
7. WEED PREVENTER (TAR-EMULSION) SHALL BE SPREAD ON SOIL AFTER PLANTING AND BEFORE CHINING WELL PLANTING BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS AND IN ALL PLANTING BEDS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL BE SPADE CUT EDGE.
10. ALL PLANT QUANTITIES ARE SHOWN FOR INFORMATION ONLY, THE DRAWING SHALL PREVAIL IF ANY CONFLICTS ARISE.
11. ALL DEBRIS SPILLED IN THE PUBLIC R.O.W. SHALL BE PICKED UP BY THE CONTRACTOR AT THE END OF EACH WORK DAY.
12. CONTRACTOR SHALL WARRANTY ALL PLANT MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF INSTALLATION.
13. CONTRACTOR SHALL PROVIDE IRRIGATION DESIGN TO OWNER, IF REQUESTED, FOR APPROVAL.

	CODE QTY		OVERSTORY TREES		SIZE		COND
	AL	2	AMERICAN LINDEN	TILIA AMERICANA	2"	CAL	B&B
	RB	2	RIVER BIRCH	BETULA NIGRA (CLUMP)	2"	CAL	B&B
	CODE QTY		EVERGREEN TREES		SIZE		COND
	DF	1	DOUGLAS FIR	PSEUDOTSUGA MENZIESII	6"	HT.	B&B
	WP	3	EASTERN WHITE PINE	PINUS STROBUS	6"	HT.	B&B
	NS	1	NORWAY SPRUCE	PICEA ABIES	6"	HT.	B&B
	PP	3	PONDEROSA PINE	PINUS PONDEROSA	6"	HT.	B&B
	DR	3	DAWN REDWOOD	METASEQUA GLYPTOSTROBILDES	6"	HT.	B&B

OPEN SPACE REQUIRED:	10%
REQUIRED: (1 TREE PER 50 LF OF STREET FRONTAGE)	5 TREES
PROVIDED:	15 TREES

COVER PAGE

40' X 64' X 16' POST FRAME BUILDING

OCCUPANCY CATEGORY: AG. OR MINOR STORAGE

DESIGN LOADS: 30 PSF GROUND SNOW LOAD, 115 MPH WIND, EXPOSURE "C"

FOOTINGS ARE DESIGNED FOR 2000PSF ASSUMED BEARING CAPACITY.

FOOTING SHALL BEAR ON CLEAN UNDISTURBED SOIL OR PROPERLY COMPACTED FILL MATERIAL

ANY ENCOUNTERED WATER SHALL BE PROPERLY REMOVED PRIOR TO PLACING FOOTINGS

TRUSS BRACING SHALL BE IN ACCORDANCE WITH THE TRUSS MANUFACTURER'S
DRAWINGS AND REQUIREMENTS.

TEMPORARY BRACING DURING CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR

THE CERTIFICATION OF THESE PLANS BY CHRIS KRANZLER

IS FOR THE BUILDING STRUCTURE ONLY AND DOES NOT APPLY TO OTHER DEVELOPMENT
FEATURES SUCH AS LAND DRAINAGE, SLOPE STABILITY, PAVING AND UTILITIES.

	I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Iowa.	
	Signature: 	
	Name: Chris R. Kranzler	
	Date: <u>10/12/21</u>	Renewal: <u>12/31/21</u>
Pages Covered by this seal: <u>Sheets 1 - 5</u>		

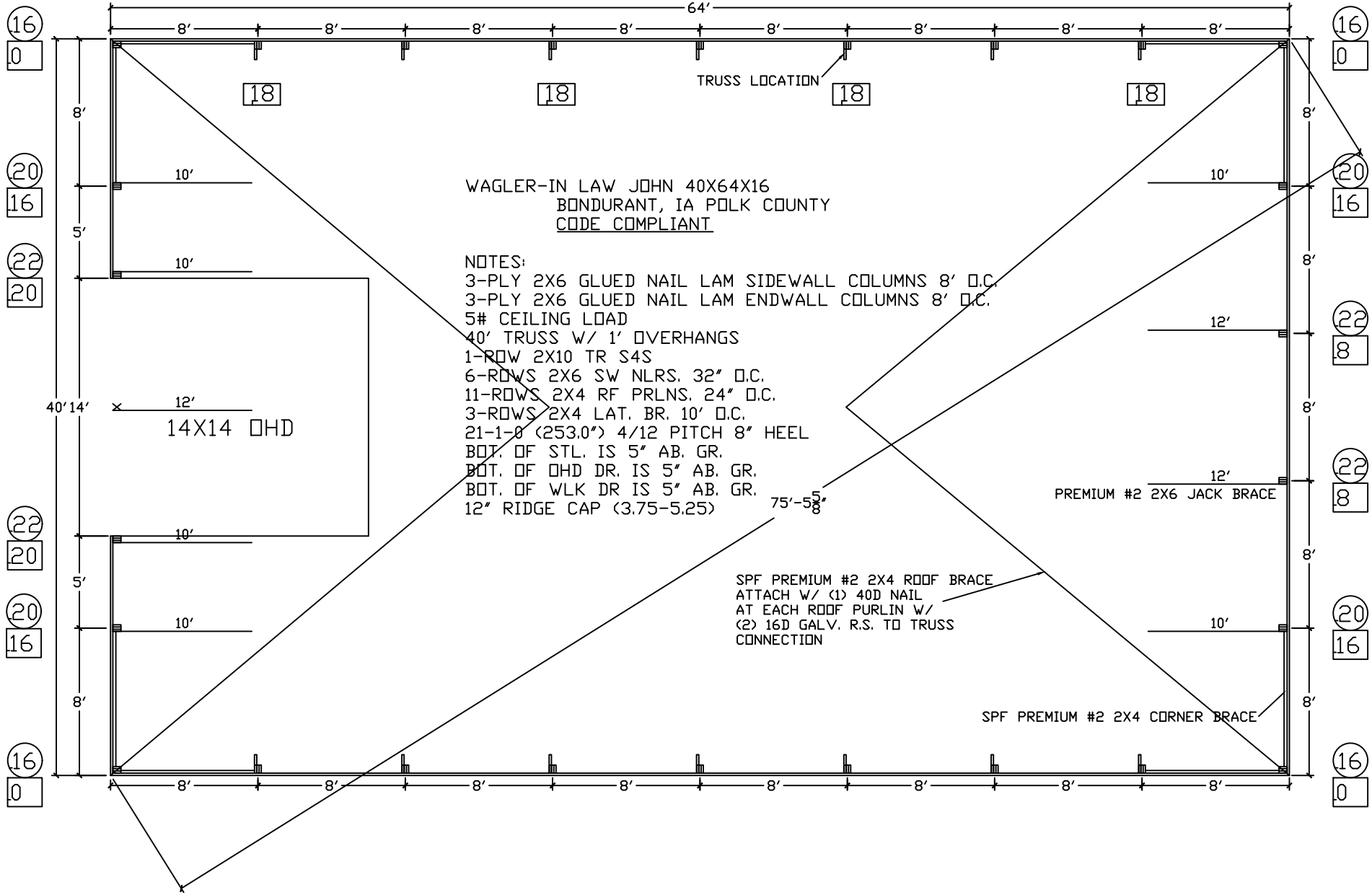
GREINER BUILDINGS INC.

120 E MAIN ST. WASHINGTON, IA

JOB NAME: WAGLER-IN LAW JOHN **SHEET:** 1 OF 5

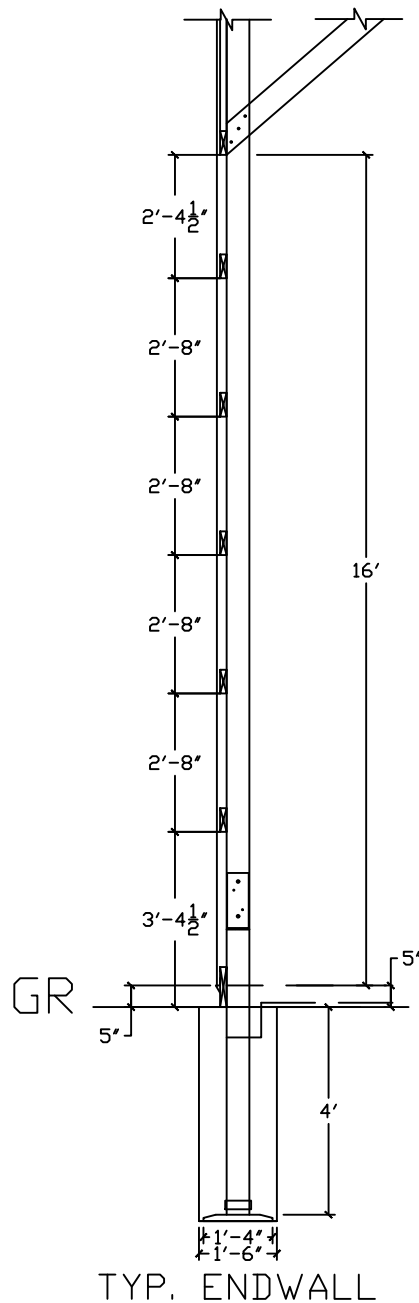
DRAWN BY: GRANT MAREK

DATE: 10-5-21



GREINER BUILDINGS INC.
120 E MAIN ST. WASHINGTON, IA

JOB NAME: WAGLER-IN LAW JOHN **SHEET:** 2 OF 5
DRAWN BY: GRANT MAREK **DATE:** 10-5-21



BOTTOM TRUSS CORD W/(6)
12D GALV. R.S. GUN NAILS 8' O.C.
& (4) 3" GUN. NAILS THROUGH
TRUSS WEBS INTO COLUMNS

29 GA. GRABER G-RIB GALVALUME
END STEEL W/1.5" SCREWS
9" O.C. ACROSS END NAILERS

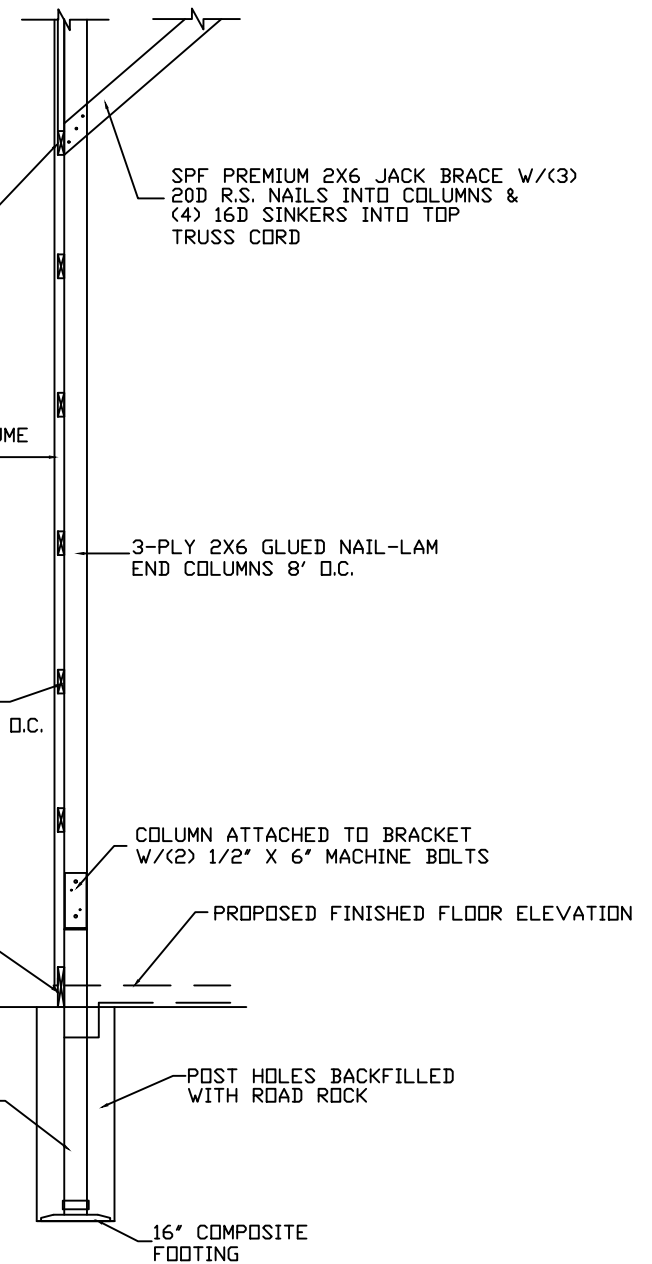
SPF PREMIUM #2 SPF
2X6 END NAILERS W/(5)
3" GALV. R.S. GUN NAILS 8' O.C.

2X10 TR. S4S SPLASH
W/(3) 3/16"x3" GALVANIZED
STEEL SPLIT DRIVE ANCHOR 8' O.C.

GR

PC6300
PERMACOLUMN
FOOTING W/
STEEL UPLIFT
ANGLES

TYP. ENDWALL



SPF PREMIUM 2X6 JACK BRACE W/(3)
20D R.S. NAILS INTO COLUMNS &
(4) 16D SINKERS INTO TOP
TRUSS CORD

3-PLY 2X6 GLUED NAIL-LAM
END COLUMNS 8' O.C.

COLUMN ATTACHED TO BRACKET
W/(2) 1/2" X 6" MACHINE BOLTS

PROPOSED FINISHED FLOOR ELEVATION

POST HOLES BACKFILLED
WITH ROAD ROCK

16" COMPOSITE
FOOTING

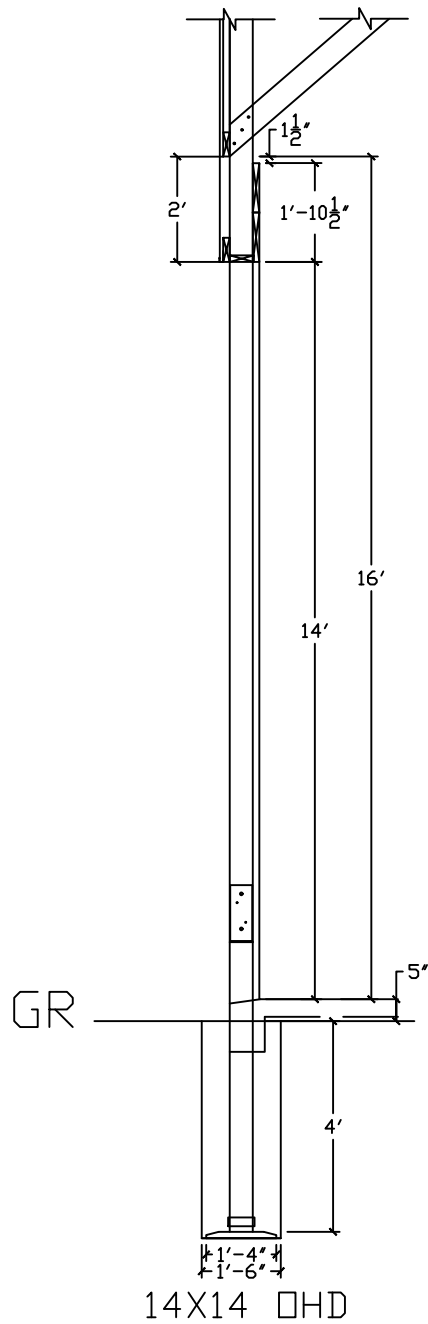
GREINER BUILDINGS INC.

120 E MAIN ST. WASHINGTON, IA

JOB NAME: WAGLER-IN LAW JOHN SHEET: 4 OF 5

DRAWN BY: GRANT MAREK

DATE: 10-5-21



SPF PREMIUM #2 SPF
2X6 OUTSIDE HEADER
W/(5) 3" GALV. R.S. GUN
NAILS EACH END

SPF PREMIUM #2 2X6
FILLER BOARD W/(2) 3" R.S.
GUN NAILS 12" O.C.

DOUBLE SYP 2X12 HEADER
W/(8) 4" R.S. NAILS EACH END
& INTO STUB COLUMN

2X6 TRACK SPACER
W/(3) 3" GALV. R.S.
GUN NAILS 16" O.C.

3-PLY 2X6 GLUED NAIL LAM
OHD COLUMNS

COLUMN ATTACHED TO BRACKET
W/(2) 1/2" X 6" CARRIAGE BOLTS

PROPOSED FINISHED FLOOR ELEVATION

GR

PC6300
PERMACOLUMN
FOOTING W/
STEEL UPLIFT
ANGLES

POST HOLES BACKFILLED
WITH ROAD ROCK

16" COMPOSITE
FOOTING

14X14 OHD

GREINER BUILDINGS INC.

120 E MAIN ST. WASHINGTON, IA

JOB NAME: WAGLER-IN LAW JOHNSHEET: 5 OF 5

DRAWN BY: GRANT MAREK

DATE: 10-5-21



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

Item No. 6.w.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Pay Request No. 15 from Story Construction for the Construction Management of the Library Expansion & Renovation Project in the Amount of \$5,775.79

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-330
2. Story Construction Pay Request No. 15

CITY OF BONDURANT
RESOLUTION NO. 211206-330

RESOLUTION APPROVING PAY REQUEST NO. 15 TO STORY CONSTRUCTION
FOR THE CONSTRUCTION MANAGEMENT OF THE LIBRARY RENOVATION AND
EXPANSION PROJECT IN THE AMOUNT OF \$5,775.79

WHEREAS, Story Construction submitted Pay Request No. 15 for the Library Renovation and Expansion Project; AND

WHEREAS, the full value of the work completed from October 1 to October 31 and the amount certified for payment for the above-referenced amount.

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

Passed this 6th day of December 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				



TO: City of Bondurant
202 2nd Street NE
P.O. Box 37
Bondurant, IA 50035

RE: Bondurant Community Library Expansion
Bondurant, Iowa

Account No: 76941

Invoice Date: 11/23/2021

Invoice # 32858

AMOUNT DUE: \$ 5,775.79

Job #: 20409

Period: October 1 through October 31, 2021 Billing # 15

Please make checks payable to:

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

DIRECT PERSONNEL EXPENSE

Project Managers	9.00 hours @	\$94.00 per hour
Project Superintendents	21.00 hours @	\$82.00 per hour
Project Engineers	32.00 hours @	\$64.00 per hour
Project Assistants	26.25 hours @	\$44.00 per hour

\$	846.00	
\$	1,722.00	
\$	2,048.00	
\$	1,155.00	\$ 5,771.00

JOBSITE OFFICE & SUPPORT

Cost of other materials, supplies and services:

Visa - Misc Office Supplies

\$ 4.79

TOTAL

\$ 5,775.79

Billing Recap

Previous Billings	\$ 544,148.00
Current Billing	\$ 5,775.79
Total Billings	\$ 549,923.79

We appreciate your business!

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

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 01/27/22

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



Sale Transaction

9" DEEPWELL TRAY LINER	
5611408	0.99
MASTER 2" MINI RLR/FAME	
5611773	3.49
TOTAL	4.48
TAX ALTOONA-IA 7%	0.31
TOTAL SALE	4.79
VISA CREDIT 2862	4.79
PO # 20409	
Auth Code:029468	
Chip Inserted	
a0000000031010	
TC - 069223c49ef63378	

TOTAL NUMBER OF ITEMS = 2

THE FOLLOWING REBATE RECEIPTS WERE
PRINTED FOR THIS TRANSACTION:
816

GUEST COPY

The Cardholder acknowledges receipt of
goods/services in the total amount shown



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

Item No. 6.x.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution determining to Fill Council Vacancy through Appointment

CONTACT PERSON:

Marketa Oliver, City Administrator
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: A vacancy is occurring on the City Council effective January, 2022 when Council Member Elrod is sworn in as Mayor. The City Council discussed the vacancy at its November 15, 2021 meeting and decided to fill it by appointment rather than calling for a special election. (For reference, the City's most recent City Council election cost \$4,490.15.) The vacant position expires December 31, 2023. The appointed individual would serve in the role until the regular City Council election scheduled for November, 2023 is certified. The elected individual would then be immediately seated.

An appointment must be made within 60 days after the vacancy occurs. The Council gave direction to staff during the November 15 meeting to publish notice of appointment. Staff published a notice on November 24, 2021 requesting any interested parties to submit a letter of interest and resume by noon on December 6, which included a notice to city residents of the right to request a special election by filing a petition, as required by law. A special meeting is scheduled for December 14 to interview candidates and make an appointment.

Should an individual wish to force a special election, s/he would need to submit a petition with a certain number of eligible elector signatures. The number of signatures required on a petition requesting a special election varies depending on the population of the city and for Bondurant would be 15% of the votes cast for all candidates for the City Council at the last regular election in which a Council seat was on the ballot or 200, whichever is less. Specifically for Bondurant, it would be 104 signatures. (1,381 votes cast for 2 seats = $691 \times .15\% = 103.65$ which translates to 104 signatures required because you cannot have .1 of a person.) The petition must be filed with the city clerk within 14 days after publication of the notice of intent to appoint or within 14 days after the appointment is made, whichever is later.

The attached resolution officially declares the Council's intent to appoint and ratifies

actions taken to publish the notice.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-331

CITY OF BONDURANT
RESOLUTION NO. 211206-331

A RESOLUTION DETERMINING TO FILL COUNCIL VACANCY THROUGH
APPOINTMENT

WHEREAS, Council Member Doug Elrod was recently elected to the position of Mayor, which begins January 1, 2022, at 12:01 a.m.; AND

WHEREAS, Council Member Elrod submitted a resignation for his Council seat effective December 31st, 2021 at 11:59 p.m.; AND

WHEREAS, Mr. Elrod's resignation creates a Council vacancy; AND

WHEREAS, Mr. Elrod's Council term expires December 31, 2023; AND

WHEREAS, an individual appointed to serve in the role would serve until the regular city council election in November 2023 is certified, at which time the elected individual would be seated to the Council; AND

WHEREAS, the City Council deems it cost effective to appoint to fill the vacancy in lieu of the expenditure for a special election for remaining portion of the four-year term; AND

WHEREAS, the Council, under State of Iowa law, must declare its intent to appoint to fill the vacancy and publish a notice detailing such intent and how any citizen can petition for a special election; AND

WHEREAS, the City Council discussed the matter at its duly-noticed public meeting on November 15, 2021 and directed staff to public a Notice of Intent to Fill Vacancy by Appointment; and

WHEREAS, the notice was published on November 24, 2021 in the Altoona Herald-Index,

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

The City Council does hereby officially declare its intent to appoint to fill the vacancy on the City Council created by Council Member Elrod's resignation from his council seat and ratifies the City Clerk's actions to publish notice indicating the same, including the method a citizen can use to petition for a special election.

Passed this 6th day of December 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
RESOLUTION NO. 18-185

RESOLUTION CALLING FOR SPECIAL ELECTION TO FILL THE VACANCY
CREATED BY BRIAN LOHSE'S RESIGNATION, TO BE HELD ON THE EARLIEST
PRACTICABLE DATE SELECTED BY THE POLK COUNTY AUDITOR / ELECTIONS
COMMISSIONER

WHEREAS Brian K. Lohse was elected to the City Council and began his elected term on 1/1/2016, to serve for four years; AND

WHEREAS Brian K. Lohse was elected as State House of Representative and will begin his elected term on 1/1/2019, creating a vacancy on the City Council; AND

WHEREAS the City Council of the City of Bondurant, Iowa, calls for a special election to fill the vacancy,

THEREFORE, IT IS HEREBY ORDERED BY THE COUNCIL OF THE CITY OF BONDURANT, IOWA, AS FOLLOWS:

Section 1. The Bondurant City Clerk shall certify a copy of this Resolution to the Polk County Auditor / Commission of Elections and to the Polk County Board of Supervisors requesting a Special Election to Fill the Vacancy be set for the earliest practicable date.

Passed this 19th day of November, 2018,

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
Lohse				
Peffer				
Enos				
Keeler				
Elrod				



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

Item No. 6.y.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Pay Request No. 13 to Multiple Vendors for the Bondurant Library Expansion Project in the amount of \$24,755.63

CONTACT PERSON:

Jill Sanders, Library Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay request no.13 in the amount of \$24,755.63 related to construction of the Library Renovation and Expansion Project. Story Construction is managing the project and the payments are made to multiple vendors as detailed in the attached Application and Certificate for Payment. The project is substantially complete. The overall project effectively doubled the size of the library and renovated the older spaces.

This pay application is for work completed through November 30, 2021 and includes payment of partial retainage as the project winds to a conclusion. The Library Board recommends payment.

FUNDING SOURCE: Bond/LOSST

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-332
2. Multiple Vendor Pay Request No. 13

CITY OF BONDURANT
RESOLUTION NO. 211206-332

RESOLUTION APPROVING PAY REQUEST NO. 13 TO MULTIPLE VENDORS FOR
THE LIBRARY RENOVATION AND EXPANSION PROJECT MANAGED BY STORY
CONSTRUCTION IN THE AMOUNT OF \$24,755.63

WHEREAS, Story Construction submitted Pay Request No. 13 for the Library Renovation and Expansion Project; AND

WHEREAS the pay request is the total amount for multiple vendors, each under individual contracts; AND

WHEREAS the full value of the work completed is and the amount certified for this Pay Request in the above-referenced amount; AND

WHEREAS, this is for work completed through November 30, 2021, and includes payment of partial retainage.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 13 in the above-referenced amount is hereby approved.

Passed this 6th day of December 2021,

By: _____
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk for the City 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				

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of Bondurant
 Application No: Partial Retainage 13

Project: Bondurant Community Library Expansion
 Period to: November 30, 2021

Distribution to: Owner
 Const. Mgr. Architect
 Contractor

CONTRACTOR'S APPLICATIONS FOR PAYMENT

Contractor	Estimated Contract Amount	Net Change by Change Orders	Contract Sum to Date	Total Completed & Stored to Date	Retainage	Total Earned less Retainage	Less Previous Certificates for Payment	Balance to Finish, Including Retainage	Current Payment Due
Bid Package 03-1 Smart Concrete Solutions	145,000	10,098.00	155,098	148,630.00	7,431.50	141,198.50	141,198.50	13,899.50	\$ -
Bid Package 04-1 Seedorff Masonry Inc	269,285	8,903.00	278,188	278,188.00		278,188.00	264,278.60	0.00	\$ 13,909.40
Bid Package 06-1 R.H. Grabau Construction	591,999	401.12	592,400.12	591,994.54	29,599.73	562,394.81	562,394.81	30,005.31	\$ -
Bid Package 07-3 For Sure Roofing & Sheet Metal	126,757		126,757	126,757.00	6,337.85	120,419.15	120,419.15	6,337.85	\$ -
Bid Package 08-1 Mid-American Glazing Systems, Inc	124,000	2,904.00	126,904	118,453.00	5,922.65	112,530.35	112,530.35	14,373.65	\$ -
Bid Package 09-1 Hilsbeck-Schacht, Inc	268,608	3,056.80	271,665	271,664.80	13,583.24	258,081.56	258,081.56	13,583.24	\$ -
Bid Package 09-5 Ideal Floors, Inc	69,845	(3.00)	69,842	69,842.00		69,842.00	66,349.90	0.00	\$ 3,492.10
Bid Package 21-1 Summit Fire Protection	38,400		38,400	38,400.00	1,920.00	36,480.00	36,480.00	1,920.00	\$ -
Bid Package 22-1 Brockway Mechanical & Roofing Co	258,263	2,819.68	261,083	261,082.68		261,082.68	253,728.55	0.00	\$ 7,354.13
Bid Package 26-1 Nelson Electric Company of Central IA	288,180	8,447.43	296,627	296,627.43	14,831.37	281,796.06	281,796.06	14,831.37	\$ -
Bid Package 31-1 Absolute Concrete Construction	359,069	87,324.56	446,394	446,393.56	22,319.67	424,073.89	424,073.89	22,319.67	\$ -
Totals	2,539,406	123,951.59	2,663,358	2,648,033.01	101,946.01	2,546,087.00	2,521,331.37	117,270.59	\$ 24,755.63

CONSTRUCTION MANAGER'S CERTIFICATE FOR PAYMENT

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

CONSTRUCTION MANAGER: STORY CONSTRUCTION CO.

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

By: _____
 Clint Jensen, Project Manager

Date: _____

OWNER'S CERTIFICATE FOR PAYMENT

OWNER: CITY OF BONDURANT/BONDURANT COMMUNITY LIBRARY

By: _____
 City of Bondurant, Mayor

Date: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

By: _____
 FEH Design

Date: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA® DOCUMENT G732™ - 2009

CONSTRUCTION MANAGER AS ADVISER EDITION

PAGE ONE OF

TO OWNER: CITY OF BONDURANT
100 LINCOLN ST SE
BONDURANT IA 50035

PROJECT: Bondurant Community Library Expansion - Bondurant, Iowa

APPLICATION NO: Retainage Request Distribution to:

PERIOD TO: 06/30/21
PROJECT NO: 928598834

☐ OWNER
☐ CONSTRUCTION
MANAGER
☐ ARCHITECT
☐ CONTRACTOR
☐ FIELD
☐ OTHER

FROM CONTRACTOR: Seedorff Masonry, Inc.
PO Box 38
Strawberry Point, IA 52076

VIA CONSTRUCTION MANAGER:
Story Construction Co.

CONTRACT DATE: 10/06/20

CONTRACT FOR: Masonry Work

VIA ARCHITECT:
FEH Design

PROJECT NOS:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	269,285.00
2. Net change by Change Orders	8,903.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	278,188.00
4. TOTAL COMPLETED & STORED TO DATE	278,188.00
(Column G on G703)	
5. RETAINAGE:	
a. 0% of Completed Work	0.00
(Column D + E on G703)	
b. 0% of Stored Material	0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b) or	
Total in Column I of G703)	0.00
6. TOTAL EARNED LESS RETAINAGE	
(Line 4 less Line 5 Total)	278,188.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	264,278.60
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	13,909.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	10,803.00	1,900.00
Total approved this month including Construction Change Directives		
TOTALS	10,803.00	1,900.00
NET CHANGES IN THE WORK		8,903.00

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

CONTRACTOR: Seedorff Masonry, Inc.

By:

Penny S. Rummel

Date: June 18, 2021

State of: Iowa

County of: Clayton

Subscribed and sworn to before me this

18 day of June, 2021

Notary Public:

My Commission expires:

LISA L MESCH
Notarial Seal - Iowa
Commission Number 224016
My Commission Expires Aug 13, 2023

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....

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

CONSTRUCTION MANAGER:

By:

Date:

ARCHITECT: (NOTE: If multiple Prime Contractos are responsible for performing portions of the Project, the Architect's Certification is not required)

By:

Date:

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

CONTINUATION SHEET

Application and Certification for Payment, containing

Subcontractor's signed certification is attached.

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

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

Application No. : 99

Application Date : 06/18/21

To: 06/30/21

Project No.: #928598834

Invoice # : 2004499

Contract : 20044- BONDURANT COMMUNITY LIBRARY EXPANSION

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	% (G / C)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
	Phase 1 - South & Northwest Additions	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Material	46,654.00	46,654.00	0.00	0.00	46,654.00	100.00%	0.00	0.00
	Labor	133,190.00	133,190.00	0.00	0.00	133,190.00	100.00%	0.00	0.00
	Phase II - East Addition	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Material	22,673.00	22,673.00	0.00	0.00	22,673.00	100.00%	0.00	0.00
	Labor	62,417.00	62,417.00	0.00	0.00	62,417.00	100.00%	0.00	0.00
	Bond	1,616.00	1,616.00	0.00	0.00	1,616.00	100.00%	0.00	0.00
	Closeout	2,735.00	2,735.00	0.00	0.00	2,735.00	100.00%	0.00	0.00
	Change Order #1	4,200.00	4,200.00	0.00	0.00	4,200.00	100.00%	0.00	0.00
	Change Order #2	4,703.00	4,703.00	0.00	0.00	4,703.00	100.00%	0.00	0.00
Grand Totals		278,188.00	278,188.00	0.00	0.00	278,188.00	100.00%	0.00	0.00



Seedorff Masonry, Inc.
Build Better | www.seedorff.com

APPLICATION FOR PAYMENT

CITY OF BONDURANT
100 LINCOLN ST SE
BONDURANT IA 50035

INVOICE No. 2004499
PERIOD ENDING June 30, 2021
INVOICE DATE June 18, 2021
MONTHLY ESTIMATE No. Retainage Request
CONTRACT No. 928598834

PROJECT: **Bondurant Community Library Expansion - Bondurant, Iowa**

Statement of Contract Account

1. Original Contract Amount	269,285.00
2. Approved "Contract Revisions" Through Nos. 2	8,903.00
(Revisions are per Change Orders #1 & #2)	
3. Adjusted Contract Amount	278,188.00
4. Materials Stored and Value of Work Complete <u>100.00%</u>	278,188.00
5. Less 0% Retainer	.00
6. Total Amount Due	278,188.00
7. Less Previous Applications	264,278.60
8. Net Amount Due This Estimate	13,909.40

CERTIFICATE OF THE SUBCONTRACTOR:

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of accomplishment under the terms of the Contract (and all authorized changes thereto) between the undersigned relating to the above referenced project.

I also certify that payments, less applicable retention, have been made through the period covered by previous payments received from the contractor, to (1) all my subcontractors and (2) for all materials and labor used in or in connection with the performance of this Contract. I further certify I have complied with Federal, State and Local tax laws, including Social Security laws and Unemployment Compensation laws and Workers' Compensation laws insofar as applicable to the performance of this contract.

SEEDORFF MASONRY, INC.


Penny S. Rummel

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

(Instructions on reverse side)

TO: Story Construction
(Owner) 2810 Wakefield Circle
Ames IA 50010

PROJECT: Bondurant Library
104 2nd St NE
Bondurant IA 50035

FROM: **Ideal Floors, Inc.**
(Contractor) **2216 George Flagg Parkway**
Des Moines, IA 50321

VIA: Contractor
ARCHITECT

APPLICATION NO.: 7 FINAL
RETAINAGE

PERIOD TO: 9/10/2021

PROJECT NO.: **Bid Pkg 09-5**

CONTRACT FOR: Flooring covering materials and installation

Contract Date: 10/6/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$69,845.00
2. Net change by Change Orders	(\$3.00)
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$69,842.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$69,842.00
5. RETAINAGE:	
a. 5% of Completed Work	\$3,492.10
(Column D + E on G703)	
b. 5% of Stored Material	
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total of Column I of G703)	\$3,492.10
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$66,349.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$66,349.90
8. CURRENT PAYMENT DUE	\$3,492.10
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$0.00

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

CONTRACTOR:

By: [Signature] Date: 9-10-21

State Of Iowa

County Of Polk

Notary Public: [Signature]

My Commission expires: 12-6-22



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

CONSTRUCTION MANAGER

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

CHANGE ORDER SUMMARY			
Approved this Month			
Number	Date Approved		
1	4/8/2021	\$1,516.00	\$0.00
2	5/6/2021	\$0.00	(\$5,000.00)
3	6/3/2021	\$265.00	\$0.00
4	7/12/2021	\$3,216.00	\$0.00
TOTALS		\$4,997.00	(\$5,000.00)
Net change by Change Orders		(\$3.00)	

AIA DOCUMENT G702/Cma

TO (OWNER): City of Bondurant
100 Lincoln St SE
Bondurant, IA 50035

PROJECT: Bondurant Community Library
104 Second Street NE
Bondurant, IA 50035

APPLICATION NO: **Retention**

FROM (CONTRACTOR):

Brockway Mech. & Roofing Co., Inc.
PO Box 1190, Burlington, IA 52601

VIA CONSTRUCTION MANAGER:
Story Construction Co
Ames, Iowa

PERIOD TO: 6/30/2021

APPLICATION DATE: 10/27/2021

PROJECT NO:

CONTRACT DATE: 10/6/20

CONTRACT FOR: **Mechanical**

VIA ARCHITECT: FEH Design - Des Moines, Iowa

CONTRACTOR'S APPLICATION FOR PAYMENT

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

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

1. ORIGINAL CONTRACT SUM..... \$ 258,263.00

2. Net change by Change Orders..... \$ 2,819.68

3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 261,082.68

4. TOTAL COMPLETED & STORED TO DATE..... \$261,082.68

(Column G on G702)

5. RETAINAGE:

a. 0.0% of Completed Work \$0.00

(Column D + E on G703)

b. 5.0% of Stored Material

(Column F on G703)

Total Retained (Line 5a + 5b or

Total in Column I of G703).....

6. TOTAL EARNED LESS RETAINAGE..... \$261,082.68

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR \$ 253,728.55

(Line 6 from prior Certificate).....

8. CURRENT PAYMENT DUE..... \$ 7,354.13

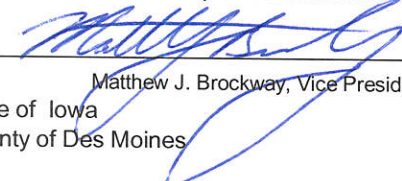
9. BALANCE TO FINISH, PLUS RETAINAGE.....

(Line 3 less Line 6)

\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous month by Owner	7798.34	(6,000.00)
Total approved this Month	\$ 1,021.34	
TOTALS	\$ 8,819.68	\$ (6,000.00)
NET CHANGES by Change Order		\$ 2,819.68

CONTRACTOR: Brockway Mechanical & Roofing Co., Inc.

By: 

Matthew J. Brockway, Vice President

State of Iowa

County of Des Moines

Date: 10-29-21

Notary Public: 

\$0.00 My Commission expires: 10/01/2022

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs for the amount applied for. Initial
all figures on this Application and on the Continuation Sheet that changed to confirm
to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____

This Certificate is negotiable. The AMOUNT CERTIFIED is payable only to the
Contractor named herein. Issuance, payment and acceptance of payment are without
prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Bondurant Comm Library Expansion
Bondurant, Iowa

2686HP Bondurant Library
PAGE 2 OF 2 PAGES

PERIOD TO: 06/30/21

ITEM NO.	DESCRIPTION OF WORK		SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE RATE) 5%
				FROM PREVIOUS APPLICATION D+E	THIS PERIOD					
	General Conditioms		\$13,000.00	\$13,000.00			\$13,000.00	100%		\$650.00
	Closeout		\$2,582.63	\$2,582.63			\$2,582.63	100%		\$129.13
	Plumbing Insualtion	M	\$7,600.00	\$7,600.00			\$7,600.00	100%		\$380.00
	Plumbing Demo	L	\$1,400.00	\$1,400.00			\$1,400.00	100%		\$70.00
	Plumbing Piping	M	\$23,332.00	\$23,332.00			\$23,332.00	100%		\$1,166.60
		L	\$20,000.00	\$20,000.00			\$20,000.00	100%		\$1,000.00
	Natural Gas Piping	M	\$1,800.00	\$1,800.00			\$1,800.00	100%		\$90.00
		L	\$3,300.00	\$3,300.00			\$3,300.00	100%		\$165.00
	Plumbing Fixtures	M	\$11,000.00	\$11,000.00			\$11,000.00	100%		\$550.00
		L	\$8,500.00	\$8,500.00			\$8,500.00	100%		\$425.00
	HVAC Demo	L	\$5,000.00	\$5,000.00			\$5,000.00	100%		\$250.00
	Ductwork	M	\$30,861.00	\$30,861.00			\$30,861.00	100%		\$1,543.05
		L	\$15,000.00	\$15,000.00			\$15,000.00	100%		\$750.00
	Ductwork Accessories	M	\$3,000.00	\$3,000.00			\$3,000.00	100%		\$150.00
		L	\$800.00	\$800.00			\$800.00	100%		\$40.00
	HVAC Insulation	M	\$3,600.00	\$3,600.00			\$3,600.00	100%		\$180.00
	Fans	M	\$3,300.00	\$3,300.00			\$3,300.00	100%		\$165.00
		L	\$1,000.00	\$1,000.00			\$1,000.00	100%		\$50.00
	Unit Heaters	M	\$7,000.00	\$7,000.00			\$7,000.00	100%		\$350.00
		L	\$2,500.00	\$2,500.00			\$2,500.00	100%		\$125.00
	RTU	M	\$69,300.00	\$69,300.00			\$69,300.00	100%		\$3,465.00
		L	\$9,000.00	\$9,000.00			\$9,000.00	100%		\$450.00
	Controls	M	\$750.00	\$750.00			\$750.00	100%		\$37.50
		L	\$900.00	\$900.00			\$900.00	100%		\$45.00
	GRDs	M	\$3,500.00	\$3,500.00			\$3,500.00	100%		\$175.00
		L	\$2,820.00	\$2,820.00			\$2,820.00	100%		\$141.00
	Test and Balance	L	\$7,417.37	\$7,417.37			\$7,417.37	100%		\$370.87
CO1	Add. Coor Labor/Duct Work/Sink Line		\$3,198.89	\$3,198.89			\$3,198.89	100%		\$159.94
CO2	Move Vent/Duct + Temp Heat Tstat		\$4,599.45	\$4,599.45			\$4,599.45	100%		\$229.97
CO3	Garbage Disposals		\$1,021.34	\$1,021.34			\$1,021.34	100%		\$51.07
C04	Roof Repair and Patching Allowance		(\$6,000.00)	(\$6,000.00)			(\$6,000.00)	100%		(\$300.00)
TOTAL			\$261,082.68	\$261,082.68			\$261,082.68	100%		\$13,054.13



Invoice No. **2686-RET**

Submit pay apps to Submittal Exchange

P. O. Box 1190 Burlington, IA 52601

Phone: (319) 753-2753, Fax (319) 753-1662

INVOICE

Customer

City of Bondurant
c/o Story Construction Co
2810 Wakefield Circle
Ames, IA 50010

Date 10/27/2021

Bondurant Library Expansion

Bondurant, Iowa

Bid Pkg 22-1

STOCON

Qty	Description	Unit Price	TOTAL
	Retention Billing		
	To invoice you for labor, materials and equipment to provide PLUMBING & HVAC per plans, specifications and additional provisions.		
	REVISED		
	Previously billed Retention	\$13,354.13	\$13,354.13
	Less: Change Order 4: \$6,000.00		
1	AMOUNT REQUESTED THIS BILLING	\$ 7,354.13	\$7,354.13

COME VISIT OUR WEBSITE AT:

www.brockwaymechanical.com

TOTAL \$7,354.13

Office Use Only

TERMS: Net 30 Days

THANK YOU FOR CHOOSING BROCKWAY!



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

Item No. 6.z.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution Authorizing and Providing for the Issuance of Not to Exceed \$7,000,000 Aggregate Principal Amount of Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 and Approving the Execution of Documents Relating to the Bonds, and Related Matters

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: On November 1, 2021, Staff communicated that the Legal Counsel for Luther Park Apartments, Inc. is requesting that the City of Bondurant process a conduit bond issue for them. (The City previously issued served as a conduit for them in 2015.) A conduit bond is a mechanism for a non-profit entity to use the City's bonding capacity to issue tax exempt bonds. The City effectively acts as a conduit between the purchasers of the bonds and the borrower. The City is NOT liable for repaying the bond and the bond does not constitute indebtedness of the municipality. The amount does, however, count towards the City's annual bank qualification, which is \$10 million. The City has excess bank qualification and the City's bank qualification status renews on January 1, 2022. The City receives a fee for handling the conduit.

At that meeting, the City Council set a public hearing date for December 6, 2021. This is the time and date for the public hearing to be held on the bond issuance. That public hearing was held earlier on this council agenda. The attached resolution provides for the issuance of not to exceed \$7,00,000 Aggregate Principal Amount of Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 and approves the Execution of Documents Relating to the Bonds, and Related Matters.

FUNDING SOURCE:

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-333

2. Bond Purchase Agreement (Luther Park 2021)-v3
3. Preliminary Official Statement (Luther Park 2021)
4. Continuing Disclosure Agreement (Luther Park 2021)-v3

HEARING, AUTHORIZATION AND
ISSUANCE PROCEEDINGS

Bondurant, Iowa

December 6, 2021

The City Council of the City of Bondurant, Iowa, met in regular session on December 6, 2021, 6:00 o'clock, p.m., at City Hall in Bondurant, Iowa. The meeting was called to order by the Mayor and the roll being called, there were present the Mayor and the following named Council Members:

Present: _____

Absent: _____

* * * Other Business * * *

This being the time and place specified in the notice for the conduct of a public hearing on the proposal to issue such revenue bonds or notes, the Mayor announced that all local residents attending the hearing would now be given an opportunity to express their views for or against the proposal to issue the revenue bonds or notes. The following local residents attending the hearing expressed their views as follows:

The following local residents who had submitted written comments prior to the hearing expressed their views in such written comments as follows:

After all local residents who appeared at the hearing who desired to do so had expressed their views for or against the proposal to issue the revenue bonds or notes, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question on the motion and upon the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____

Whereupon, the Mayor declared said motion duly carried and the resolution adopted as follows:

RESOLUTION NO. 211206-333

Resolution Authorizing and Providing for the Issuance of Not to Exceed \$7,000,000 Aggregate Principal Amount of Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 and Approving the Execution of Documents Relating to the Bonds, and Related Matters

WHEREAS, the City of Bondurant, Iowa (the “Issuer”), is a City authorized and empowered by the provisions of Chapter 419 of the Code of Iowa as amended (the “Act”), to issue revenue bonds for the purpose of retiring any existing indebtedness on a facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”), which purpose is a “project” within the meaning of the Act and which project may be located within the Issuer, or within eight miles of the corporate limits of the Issuer; and

WHEREAS, the Issuer has been requested by Luther Park Apartments, Inc. (the “Borrower”), a Tax Exempt Organization, to issue its Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 (the “Bonds”), in an aggregate principal amount not to exceed \$7,000,000 pursuant to the Act for the purposes of financing: (I) currently refunding previously issued City of Bondurant, Iowa \$8,115,000 Senior Housing Refunding and Revenue Bonds (Luther Park Apartments Inc. Project), Series 2015 (the “Series 2015 Bonds” or the “Prior Bonds”), which Series 2015 Bonds originally provided funds to finance (i)(a) the construction, equipping and furnishing of improvements to Corporation’s existing community center and related facilities commonly referred to as Luther Park Apartments (the “Facilities”) (the “2015 Project”), (b) a debt service reserve fund, and (c) certain other costs related to the issuance of the Bonds; (ii) refunding the previously issued City of Des Moines, Iowa \$3,635,000 Multifamily Housing Revenue and Refunding Bonds (Luther Park Apartments Inc. Project), Series 2007A (the “Series 2007A Bonds”), which Series 2007A Bonds originally provided for the (a) advance refunding of outstanding \$2,605,000 Multifamily Housing Revenue Bonds (Luther Park Apartments Inc. Project), Series 1999A, (b) financing of the costs of acquiring certain real property and making certain capital improvements to the Corporation’s multifamily housing facility, (c) funding a debt service reserve fund for the Series 2007A Bonds, and (d) paying certain other costs associated with the issuance of the Series 2007A Bonds (collectively the “2007 Project”); and (iii) currently refunding previously issued City of Des Moines, Iowa \$5,090,000 Senior Housing Revenue Bonds (Luther Park Apartments, Inc. Project), Series 2004 (the “Series 2004 Bonds”), which Series 2004 Bonds originally provided for (a) financing the acquisition, construction and equipping of a 47-unit senior housing facility located in the City of Des Moines, Iowa, (b) funding a debt service reserve fund for the Series 2004 Bonds, (c) paying for costs of issuance and other costs associated with the issuance of the Series 2004 Bonds (collectively the “2004 Project”) (the Series 2015 Project, the Series 2007 Project and the Series 2004 Project are hereinafter collectively referred to as the “Project”); and (d) funding a debt service reserve fund and paying for certain other costs associated with the issuance of the Series 2004 Bonds all located on the campus of the Corporation at 2808 and 2824 East 16th Street, Des Moines, Iowa; (II) funding a debt service reserve fund and (III) paying certain other costs associated with the issuance of the Bonds; and

WHEREAS, it is proposed to finance the foregoing through the issuance of the Bonds and to loan the proceeds from the sale of the Bonds to the Borrower under a loan agreement between the Issuer and the Borrower, the obligations of which will be sufficient to pay the principal of, premium, if any, and interest on the Bonds as and when the same shall be due and payable; and

WHEREAS, the Bonds, when issued, shall be limited obligations of the Issuer, and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, and the principal of and interest and premium, if any, on the Bonds shall be payable solely out of the revenues derived from the aforementioned Loan Agreement or otherwise as provided therein; and

WHEREAS, notice of intention to issue the Bonds has, as directed by the City Council of the Issuer, been duly given in compliance with the Act and Section 147(f) of the Code; and

WHEREAS, pursuant to published notice of intention, this City Council has conducted a public hearing, as required by Section 419.9 of the Act and Section 147(f) of the Code, and this City Council deems it necessary and advisable to proceed with the issuance of the Bonds and the loan of the proceeds of the Bonds to the Borrower; and

WHEREAS, the Issuer proposes to sell the Bonds to Northland Securities, Inc. (the "Underwriter");

NOW, THEREFORE, Be It Resolved by the City Council of the Issuer as follows:

Section 1. In order to finance the costs of the Project, refund the Prior Bonds, fund a debt service reserve fund and pay a portion of the costs of issuance of the Bonds, the Bonds be and the same are hereby authorized and ordered to be issued, in one or more series, pursuant to a Trust Indenture dated as of December 1, 2015 (the "Original Indenture"), between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Prior Trustee"), as amended by a First Supplemental Trust Indenture, dated as of December 1, 2021 (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture") between the Issuer and U.S. Bank National Association, St. Paul, Minnesota, as successor trustee for the Bonds, or such other bank as the Borrower may decide in its discretion (the "Trustee"), in substantially the form as has been presented to and considered by this Council and containing substantially the terms and provisions set forth therein, and the forms, terms and provisions of the Bonds and the Indenture are hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute, attest, seal and deliver the Indenture, and the Mayor and City Clerk are further authorized and directed to execute, attest, seal and deliver the Bonds as provided in the Indenture, including the use of facsimile signatures as therein provided; it is the intent hereof that the Bonds shall be issued in an aggregate principal amount not to exceed \$7,000,000 and shall bear interest at rates which result in interest rates on the Bonds of not to exceed 4.0% per annum and shall mature on the dates and in the amounts and shall be subject to mandatory sinking fund redemption on such dates and in such amounts as shall be finally determined by the Borrower and the Underwriter. The execution and delivery of the Indenture by the Mayor and the City Clerk shall constitute approval by this Council and the Issuer of the final terms and

provisions of the Bonds, including the final principal amount thereof, the interest rates thereon, the dates and amounts of maturities thereof and the redemption provisions relating thereto.

Section 2. The Issuer shall loan the proceeds of the Bonds to the Borrower for the purposes set out in the preamble hereof, such loan of the proceeds of the Bonds to be pursuant to a First Amendment to Loan Agreement dated as of December 1, 2021 (the “First Amendment to Loan Agreement”) between the Issuer and Luther Park Apartments, Inc. (the “Borrower”), which amends the Loan Agreement dated as of December 1, 2015 (the “Original Loan Agreement” and, together with the First Amendment to Loan Agreement, the “Loan Agreement”) by and between the Issuer and the Borrower, in substantially the form as has been presented to and considered by this Council and containing substantially the terms and provisions set forth therein, and the form, terms and provisions of the Loan Agreement are hereby approved, subject to the review and approval of counsel to the Issuer, and the Mayor and the City Clerk are hereby authorized and directed to execute, attest, seal and deliver the Loan Agreement.

Section 3. The sale of the Bonds to the Underwriter pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”) by and between the Issuer, the Borrower and the Underwriter, in a form as is prepared and presented by counsel to the Underwriter and approved by Bond Counsel and Counsel to the Issuer and at a price to be agreed upon by the Borrower and the Underwriter, is hereby authorized and approved, and the execution and delivery of the Bond Purchase Agreement by the Mayor and the City Clerk are hereby authorized and approved.

Section 4. The use by the Underwriter of a Preliminary Official Statement, including any addenda thereto, relating to the Bonds is hereby approved, and the Underwriter is hereby authorized to prepare and use a final Official Statement, including any addenda thereto, substantially in the form of said Preliminary Official Statement but with such changes therein as are required to conform the same to the terms of the Bonds, the Indenture, the Loan Agreement and the Bond Purchase Agreement, all in connection with the selling of the Bonds to the public; provided that this authorization shall not be deemed to imply review or approval of information contained in the Preliminary Official Statement and the final Official Statement by the Issuer, other than certain information about the Issuer; and such Official Statement and any addendums thereto as of the date thereof will be deemed final by the Issuer within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 5. It is hereby found, determined and declared that the Bonds and interest and premium, if any, thereon shall never constitute the debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but the Bonds and interest and premium, if any, thereon shall be payable solely and only from the revenues derived from the Loan Agreement and the debt obligations of the Borrower delivered pursuant thereto; and no part of the cost of financing the Project or refunding the Prior Bonds will be payable out of the general funds or other contributions of the Issuer (except the proceeds of the Bonds and any subsequent issues of bonds permitted under the Indenture and the Loan Agreement).

Section 6. The Mayor and the City Clerk are hereby authorized and directed to execute, attest, seal and deliver any and all documents, instruments and agreements (including any tax certificate or agreement required by bond counsel and approved by counsel to the Issuer) and do any and all things deemed necessary to effect the issuance and sale of the Bonds and the execution and delivery of the Indenture, the Loan Agreement, an agreement concerning the maintenance of the tax-exempt status of the Bonds and the Bond Purchase Agreement, and to carry out the intent and purposes of this Resolution, including the preamble hereto and the execution by the Mayor and, if required, the City Clerk, of the Bonds, the Indenture, the Loan Agreement, an agreement concerning the maintenance of the tax-exempt status of the Bonds and the Bond Purchase Agreement shall constitute conclusive evidence of their approval and this Board's approval thereof and of any and all changes, modifications, additions or deletions therein from the respective forms thereof now before this meeting.

Section 7. In order to qualify the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Code, the Issuer hereby makes the following factual statements and representations:

(A). For the sole purpose of qualifying the Bonds as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code, the Issuer finds that (a) an amount not to exceed 6,650,000 of the principal amount of the Bonds (the “Deemed Designated Portion”) is “deemed designated” as “qualified tax-exempt obligations” (and does not count against the Issuer’s \$10,000,000 limit for calendar year 2021) because (i) the Deemed Designated Portion does not exceed the principal amount of the Series 2015 Bonds being refunded, (ii) the Deemed Designated Portion has a maturity date which is not later than the date (December 30, 2045) which is 30 years after the date (December 30, 2015) on which the Series 2015 Bonds were first issued, (iii) the Series 2015 Bonds were issued as a qualified tax-exempt obligation, (iv) the average maturity date of the Deemed Designated Portion is not later than the average maturity date of the Series 2015 Bonds being refunded with the proceeds thereof, and (v) the total principal amount of the Series 2015 Bonds does not exceed \$10,000,000.

(B) The Issuer hereby designates an amount not to exceed \$350,000 of the Bonds (the “Remaining Portion”) as “qualified tax-exempt obligations” pursuant to Section 265(b) of the Internal Revenue Code as qualified tax-exempt obligations for calendar year 2021 and represents that the reasonably anticipated amount of “tax-exempt obligations” (excluding the Deemed Designated Portion of the Series 2015 Bonds) which will be issued by the Issuer during the 2021 calendar year will not exceed \$10,000,000.

Section 8. The provisions of this Resolution are hereby declared to be separable and if any action, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 9. This Resolution shall become effective immediately upon its passage and approval.

Section 10. All resolutions, parts of resolutions or prior actions of the Issuer in conflict herewith are hereby repealed to the extent of such conflict and this Resolution shall become effective immediately upon adoption.

Passed this 6th day of December 2021,

By: _____
Curt Sullivan, Mayor

ATTEST: I, Shelby Hagan, City Clerk for the City 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				

* * * Other Business * * *

SS

BOND PURCHASE AGREEMENT

among

CITY OF BONDURANT, IOWA (“Issuer”)

LUTHER PARK APARTMENTS, INC. (“Corporation” or “Borrower”)

and

NORTHLAND SECURITIES, INC. (“Underwriter”)

\$[*]

**City of Bondurant, Iowa
Senior Housing Revenue Refunding Bonds
(Luther Park Apartments, Inc. Project) , Series 2021**

December [8], 2021

BOND PURCHASE AGREEMENT

Dated as of December [8], 2021

City of Bondurant, Iowa

Luther Park Apartments, Inc.

Northland Securities, Inc. (the “Underwriter”) hereby offers to purchase, upon the terms and conditions hereinafter specified, the bonds specified on the cover page hereof (the “Bonds”), being issued by the City of Bondurant, Iowa (the “Issuer”), under and pursuant to a Trust Indenture, dated as of December 1, 2015 (the “Original Indenture”), between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Prior Trustee”), as amended by a First Supplemental Trust Indenture, dated as of December 1, 2021 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”) between the Issuer and U.S. Bank National Association, St. Paul, Minnesota, as successor trustee for the Bonds (the “Trustee”). If and when accepted by each of you, this document shall constitute our Bond Purchase Agreement (the “Bond Purchase Agreement”). All terms not defined in this Bond Purchase Agreement shall have the meanings set forth in the Indenture.

It is our understanding that the Bonds are being issued by the Issuer under the authority of Chapter 419 of the Code of Iowa, as amended (the “Act”), and are secured by the Indenture. The proceeds from the sale of the Bonds will be loaned to Luther Park Apartments, Inc., an Iowa nonprofit corporation (the “Corporation”), pursuant to a Loan Agreement, dated as of December 1, 2015 (the “Original Loan Agreement”), as amended by a First Amendment to Loan Agreement, dated as of December 1, 2021 (the “First Amendment to Loan Agreement” and, together with the Original Loan Agreement, the “Agreement”), and used to refund the City of Bondurant, Iowa \$8,115,000 Senior Housing Refunding and Revenue Bonds (Luther Park Apartments Inc. Project), Series 2015; fund a debt service reserve fund; and pay costs related to the issuance of the Bonds. The Bonds have been offered by the Underwriter for sale as described in the Preliminary Official Statement, dated as of December [], 2021 (the “Preliminary Official Statement”).

The Issuer and the Corporation hereby approve distribution of the Preliminary Official Statement and the final Official Statement with respect to the Bonds to be dated the date hereof (the “Official Statement”), and consent to their use by the Underwriter in connection with offers and sales of the Bonds. The Bonds will be sold by the Underwriter with the terms described in Schedule I hereto and in the Official Statement.

1. Representations and Covenants of the Issuer.

The Issuer hereby represents and warrants to the Underwriter that the representations and warranties of the Issuer set forth in the form of Closing Certificate of the Issuer attached hereto as Exhibit A are true and correct in all material respects.

2. Representations and Covenants of the Corporation.

The Corporation hereby represents and warrants to the Underwriter and the Issuer that:

- (a) The Corporation is a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the State of Iowa. The Corporation will be in compliance in all material respects with applicable laws of the State of Iowa on the Closing Date and has full power and authority to enter into the Agreement, this Bond Purchase Agreement; the Mortgage, Assignment of Leases, Security Agreement and Fixture Financing Statement, dated as of December 1, 2015 (the “Original Mortgage”), granted by the Corporation to the Trustee and a

First Amendment to Mortgage and Security Agreement and Fixture Financing Statement, dated as of December 1, 2021 (the “First Amendment to Mortgage” and, together with the Original Mortgage, the “Mortgage”), granted by the Corporation to the Trustee with respect to the Bonds; and the Continuing Disclosure Agreement dated as of December 1, 2021, between the Corporation and the Trustee (the “Disclosure Agreement”).

(b) The Corporation is conducting its business in all material respects in substantial compliance with all applicable and valid laws, rules and regulations of the State of Iowa.

(c) This Bond Purchase Agreement, the Agreement, the Mortgage and the Disclosure Agreement, when executed and delivered by all parties thereto, will have been duly and validly authorized, executed, and delivered, will be in full force and effect, and will be valid and binding obligations of the Corporation, except to the extent that the enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting creditors’ rights generally.

(d) The execution and delivery of this Bond Purchase Agreement, the Agreement, the Mortgage and the Disclosure Agreement, the consummation of the transactions contemplated thereby, and the fulfillment of the terms and conditions thereof, do not and will not conflict with or result in a breach of any of the terms or conditions of any restriction or any agreement or instrument to which the Corporation is now a party or by which it is bound or to which any property of the Corporation is subject, and do not and will not constitute a default under any of the foregoing, and do not and will not be in violation of any order, decree, statute, rule, or regulation of any court or any State or Federal regulatory body having jurisdiction over the Corporation or its properties, and do not and will not result in the creation or imposition of any lien, charge, or encumbrance of any nature upon any of the property or assets of the Corporation contrary to the terms of any instrument or agreement to which the Corporation is a party or by which it is bound.

(e) *[Reserved]*.

(f) The information supplied by the Corporation for inclusion in the Official Statement that has been relied upon by Bond Counsel and counsel for the Underwriter is correct and complete in all material respects and such reliance is authorized and approved.

(g) The Corporation shall take all necessary action on its part to cause the Bonds to comply with the provisions of the laws and regulations of the State of Iowa under which the Bonds are issued and the applicable provisions of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder or under any prior or succeeding Federal tax laws (collectively, the “Code”), and will not take any action, or permit any action within its control to be taken, which would violate such provisions or which would cause interest on the Bonds to become includable in gross income for purposes of Federal income taxation. The Corporation is and will remain an organization described in Section 501(c)(3) of the Code.

(h) The money on deposit in any fund or account created or maintained under the Indenture in connection with the Bonds, whether or not such money was derived from other sources, will not be used by or under the direction of the Corporation in a manner which would cause the Bonds to be “arbitrage bonds” within the meaning of the Code, and the Corporation specifically agrees that the investment of money in any such fund or account shall be restricted as may be necessary, and the earnings on such investment rebated to the United States to the extent necessary, to prevent the Bonds from being “arbitrage bonds”.

(i) In addition to the covenants undertaken in (g) and (h) above, the Corporation hereby makes, for the benefit of the Underwriter, all covenants undertaken with respect to the Bonds as set forth in Articles VII and VIII of the Agreement.

(j) There are no actions, suits, or proceedings pending or, to the knowledge of the Corporation, threatened against the Corporation or any property of the Corporation in any court or before any Federal, State, municipal, or other governmental agency, which, if decided adversely to the Corporation, would individually or in the aggregate, have a material adverse effect upon the Corporation or upon the business or properties of the Corporation, or on the validity or enforceability of the Bonds, the Indenture, the Agreement, this Bond Purchase Agreement, the Mortgage and the Disclosure Agreement, or the documents to be delivered pursuant thereto.

(k) The Corporation has duly approved and authorized the distribution and use of the Preliminary Official Statement and the distribution and use of the Official Statement. The Preliminary Official Statement as of its date was “deemed final” by the Corporation within the meaning of Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 (the “Rule”).

(l) The information regarding the Corporation, Bondholders’ Risks, the documents to which the Corporation is a party and Appendices A, B and C (the “Corporation Information”) contained in the Preliminary Official Statement and the Official Statement is true and correct, in all material respects. As regards the Corporation Information, the Preliminary Official Statement and the Official Statement do not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading.

(m) Except as specifically disclosed in the Preliminary Official Statement and the Official Statement, the Corporation has not failed to pay when due the principal of or interest on any material obligation of the Corporation.

(n) At the Closing Date, the Mortgage will constitute a valid and perfected first lien on the Project (as defined in the Indenture), subject only to Permitted Encumbrances.

(o) The Corporation shall promptly advise the Underwriter of the institution of any proceeding to which it is a party or of which it has knowledge which may adversely affect the offering, sale or distribution of the Bonds.

(p) The Corporation will not take or omit to take any action within its control that will in any way result in the proceeds from the sale of the Bonds being applied in a manner inconsistent with the provisions of the Agreement, or as described in the Official Statement.

(q) Any certificate signed by an officer of the Corporation authorized to so sign and delivered to the Issuer or the Underwriter with respect to the matters addressed in this Agreement shall be deemed a representation and warranty by the Corporation to such parties as to the statements made therein.

(r) The Corporation agrees to furnish to the Underwriter, so long as any Bonds are outstanding, the financial and other information described in Section 2.2(c) of the First Amendment to Loan Agreement.

3. Covenants of the Corporation and the Issuer.

The Corporation and the Issuer covenant with the Underwriter as follows:

- (a) The Corporation shall cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities laws of such jurisdictions of the United States as the Underwriter may request. Neither the Issuer nor the Corporation shall be required to consent to suit or to service of process in any jurisdiction.
- (b) Within 90 days after the Closing Date, if any event occurs as a result of which the Official Statement as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Corporation shall promptly notify the Underwriter thereof in writing. Upon the request of the Underwriter, the Corporation will prepare and deliver to the Underwriter at the Corporation's expense as many copies of an amendment or supplement to the Official Statement reasonably requested by the Underwriter that will correct the untrue statement or omission.
- (c) The Issuer and Corporation acknowledge and agree that (i) the purchase and sale of the Bonds pursuant to this Agreement is an arm's-length commercial transaction among the Issuer and Corporation and the Underwriter, (ii) in connection with such transaction, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer or Corporation, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the Issuer or Corporation with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter has advised or is currently advising the Issuer or Corporation on other matters) or (y) any other obligation to the Issuer or Corporation except the obligations expressly set forth in this Agreement and (iv) the Issuer and Corporation have each consulted with their own legal and other professional advisors to the extent deemed appropriate in connection with the offering of the Bonds.

4. Conditions of Underwriter's Obligations.

The obligations of the Underwriter to purchase and pay for the Bonds are subject to the following conditions:

- (a) The representations and covenants of the Corporation and the Issuer contained herein shall be true and correct as of the Closing Date.
- (b) At the Closing Date, the Corporation and the Issuer shall have performed all of their obligations hereunder theretofore to be performed.
- (c) At the Closing Date, there shall be delivered to the Underwriter:
 - (i) the bond counsel opinion and supplemental bond counsel opinion of Ahlers & Cooney, P.C., as bond counsel, in form and substance satisfactory to the Underwriter covering usual and customary matters;
 - (ii) an opinion or opinions of Brown, Winick, Graves, Gross and Baskerville, P.L.C., as counsel for the Corporation, addressed to the Issuer, the Trustee, the Underwriter and bond counsel, in form and substance satisfactory to the Underwriter covering usual and customary matters; and

- (iii) an opinion of Dorsey & Whitney LLP, counsel to the Underwriter, in form and substance satisfactory to the Underwriter covering usual and customary matters.

In rendering the above opinions, counsel may rely upon customary certificates.

(d) The Bonds, the Agreement, the Indenture, the Mortgage and the Disclosure Agreement, in substantially the forms existing on the date hereof, with such changes therein as may be mutually agreed upon by the parties thereto and the Underwriter, shall have been duly authorized, executed, and delivered by the respective parties thereto and such agreements and all other action taken necessary to issue and authorize the Bonds shall be in full force and effect on the Closing Date.

(e) All proceedings and related matters in connection with the authorization, issue, sale, and delivery of the Bonds shall have been satisfactory to bond counsel and counsel for the Underwriter, and such counsel shall have been furnished with such papers and information as they may have reasonably requested to enable them to pass upon the matters referred to in this paragraph.

(f) The Corporation shall have furnished or caused to be furnished to the Underwriter on the Closing Date certificates satisfactory to the Underwriter as to the accuracy of its representations and warranties contained herein as of the date hereof and as of the Closing Date; as to the performance by them of its obligations hereunder to be performed at or prior to the Closing Date; and stating that no event of default (as defined in the Loan Agreement) has occurred and is continuing and the no event has occurred and is continuing which with the lapse of time or giving of notice, or both, would constitute such an event of default.

(g) The Issuer shall have furnished its certificate substantially in the form set forth in Exhibit A.

(h) The Issuer shall have executed and delivered a certificate dated the Closing Date setting forth the Issuer's expectations, on the basis of facts, estimates and circumstances described therein (and in a certificate of the Borrower incorporated therein), as of the Closing Date, regarding the amount and use of the proceeds of the Bonds and otherwise satisfying the requirements of the Code and the regulations promulgated thereunder.

(i) The Borrower and the Issuer shall have furnished evidence satisfactory to Bond Counsel and Underwriter's Counsel of compliance with the public hearing and public official approve requirements related to the Act and Section 147 of the Code.

(j) The Issuer shall have executed and delivered Internal Revenue Service Form 8038 dated the Closing Date.

(k) RSM US LLP, independent certified public accountants for the Borrower, shall have delivered a letter which shall consent to the references to and inclusion of its audit reports on the combined balance sheet of the Borrower as of December 31, 2020 and 2019, and related combined statement of operations and cash flows for the year ended December 31, 2020 and 2019, included in the Preliminary Official Statement and Official Statement and to other references to such firm in the Preliminary Official Statement and Official Statement.

(l) A title opinion from counsel to the Borrower, from Brown, Winick, Graves, Gross and Baskerville, P.L.C., Des Moines, Iowa, dated the date of Closing and addressed to the Borrower and the Underwriter.

(m) The offer and sale of the Bonds and any related separate securities shall be exempt from registration under the Securities Act of 1933, as amended; the Bonds and any related separate securities shall constitute “municipal securities” within the meaning of the Securities Exchange Act of 1934, as amended; and the Indenture and any related separate securities shall be exempt from qualification under the Trust Indenture Act of 1939, as amended.

(n) The Bonds shall be registered or exempt from registration for sale in such states as the Underwriter may designate.

(o) No material adverse change or other development involving a prospective material and adverse change in, or materially and adversely affecting the affairs, business, financial condition, results of operations, prospects or properties (including the Project) of, the Corporation shall occur between the date hereof and the Closing Date, unless the Underwriter is informed of such changes or development in writing by the Corporation.

(p) No order suspending the sale of the Bonds in any jurisdiction in which a sale is proposed shall have been issued on or prior to the Closing Date and be continuing, and no proceedings for that purpose either shall have been instituted and shall be continuing or, to the knowledge of the Corporation or the Underwriter, shall be contemplated.

(q) There shall have occurred no material change in any matters pertinent to this offering that in the reasonable judgment of the Underwriter requires a revision of or supplement to the Official Statement for sale of the Bonds.

All proceedings taken at or prior to the Closing Date in connection with the authorization, issue, and sale of the Bonds shall be satisfactory in form and substance to the Underwriter, and the Underwriter shall have been furnished with all such documents, certificates, and opinions as the Underwriter may request to evidence the accuracy and completeness of any of the representations, warranties, or statements, the performance of any covenants of the Corporation or the compliance with any of the conditions herein contained.

All such opinions, certificates, letters, and documents will be in compliance with the provisions hereof only if they are in all material respects satisfactory to the Underwriter and to counsel for the Underwriter, as to which both the Underwriter and such counsel shall act reasonably.

If any conditions of the Underwriter’s obligations hereunder to be satisfied prior to the Closing Date are not so satisfied, this Bond Purchase Agreement may be terminated by the Underwriter by notice in writing or by electronic means or hand delivery to the Corporation and the Issuer as set forth in Section 15 hereof. If so terminated, the Corporation agrees to pay the Issuer’s costs and attorneys’ fees.

The Underwriter may waive in writing compliance by the Corporation of any one or more of the foregoing conditions or extend the time for their performance.

5. Purchase, Sale and Delivery of the Bonds.

On the basis of the representations, warranties and covenants contained herein, but subject to the terms and conditions herein set forth, the Underwriter agrees to purchase from the Issuer, and the Issuer

agrees to sell to the Underwriter, all, but not less than all, of the Bonds for an aggregate purchase price of \$[*] (par less Underwriter's discount of \$[*]).

The Issuer will deliver the Bonds in definitive form to or for the account of the Underwriter against payment of the purchase price therefor by check payable in immediately available funds to the order of the Trustee or, at the election of the Underwriter, by wire transfer of immediately available funds to the Trustee, or any combination thereof, at or prior to 1:00 p.m., Central time, on December [30], 2021, or at such other time not later than five business days thereafter as the Underwriter and the Corporation shall mutually agree (the "Closing Date"). The Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request prior to the Closing Date. The Bonds may be in printed, engraved, typewritten, or photocopied form, and each such form shall constitute "definitive" form.

6. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer and the Corporation in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or the initial offering price to the public of the Bonds.

(b) Except as set forth in [Schedule I] to Exhibit B attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer and the Corporation the price or prices at which the Underwriter has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Issuer and the Corporation the prices at which Bonds of that maturity have been sold by the Underwriter to the public. Unless the hold-the-offering-price rule (described below) applies, that reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price (the "initial offering price"), or at the corresponding yield, set forth in [Schedule I] to Exhibit B attached hereto, except as otherwise set forth therein. [Schedule I] also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Issuer, the Corporation and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- i. the close of the fifth (5th) business day after the sale date; or

- ii. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer and the Corporation when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter represents that it is not part of any selling group agreement or any retail distribution agreement relating to the initial sale of the Bonds to the public.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- i. “public” means any person other than an underwriter or a related party,
- ii. “underwriter” means (a) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- iii. a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- iv. “sale date” means the date of execution of this Agreement by all parties.

7. Indemnification.

The Corporation will indemnify and hold harmless the Underwriter and the Issuer and each person, if any, who controls the Underwriter and the Issuer within the meaning of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, from and against any and all losses, claims, damages, expenses or liabilities, joint or several, to which they or any of them may become subject under the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended, or under any other statute or at common law or otherwise, or pursuant to a breach of contract by the Corporation or an intentional or reckless untruthful representation by the Corporation and, except as hereinafter provided, will reimburse the Underwriter, the Issuer and each such controlling person, if any, for any legal or other expenses reasonably incurred by them or any of them in connection with investigating or defending any actions whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, liabilities or actions arise out of or are based upon any untrue or alleged untrue statement of a material fact contained in the Official Statement (other than under the headings “INTRODUCTION – The Issuer,” “TAX EXEMPTION” or “UNDERWRITING” therein) or arise out of or are based upon the omission or

alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading. Promptly after receipt by the Underwriter, the Issuer or any such controlling person of notice of the commencement of any action in respect of which indemnity may be sought against the Corporation under this Section, such person will notify the Corporation in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Corporation shall assume the defense of such action (including the employment of counsel, who shall be counsel satisfactory to the Underwriter, the Issuer or such controlling person, as the case may be, and the payment of expenses) insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the Corporation. The Underwriter, the Issuer or any such controlling person shall have the right to employ separate counsel in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be at the expense of the Corporation. In such event, the Corporation shall not have the right to assume the defense of such action as to the indemnified party, and the indemnified party shall have the right to select separate counsel to assume such legal defense and to otherwise participate in the defense of such action. The Corporation shall not be liable to indemnify any person for any settlement of any such action effected without its consent. This indemnity agreement will be in addition to any liability which the Corporation may otherwise have.

The Corporation also agrees to notify the Underwriter promptly of the assertion against it or any of its officers, directors, employees or agents of any claim or the commencement of any action or proceeding arising from any act or omission of the Corporation, including its independent contractors, consultants, and legal counsel, or any of its agents, servants, partners or employees in connection with any Corporation information. No party shall be liable to indemnify any person for any settlement of any aforementioned action effected without the consent of the indemnifying party.

8. Contribution.

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in Section 7 is applicable but for any reason is held to be unavailable, to the extent permitted by law the Underwriter shall contribute to the aggregate losses, claims, damages, expenses and liabilities referred to in Section 7 to which the Underwriter may be subject such that the Underwriter is responsible for that portion represented by the percentage that the underwriting compensation set forth in Section 5 bears to the aggregate face amount of the Bonds and the Corporation is responsible for the balance; provided however, that (i) in no case shall the Underwriter be responsible for any amount in excess of the underwriting fee and (ii) no person who has made a fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act of 1933, as amended) in regard to which contribution may be sought hereunder shall be entitled to contribution from any person who has not made such a fraudulent misrepresentation. After receipt of notice of commencement of any action, suit or proceeding against a party in respect of which a claim for contribution may be sought, such party shall promptly notify the other party hereto, but the omission to do so shall not relieve the party from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this Section. No party shall be liable for contribution with respect to any action or claim settled without its consent.

9. Payment of Costs and Expenses.

All costs and expenses incident to the execution and performance of this Bond Purchase Agreement and to the sale and delivery of the Bonds shall be payable by the Corporation, including, but not limited to: (i) the fees and expenses of the Issuer and the Issuer's counsel; (ii) the fees and expenses of the counsel and accountants to the Corporation; (iii) the fees and expenses of bond counsel; (iv) all costs and expenses incurred in connection with the preparation, printing, and distribution of the Preliminary Official Statement and Official Statement; (v) the fees and expenses of Underwriter's counsel; (vi) all costs and expenses incurred in connection with the preparation and printing of the Bonds; (vii) fees in connection with the

qualification of the Bonds for sale and determination of the eligibility for investment under state securities laws; and (viii) out-of-pocket expenses of the Underwriter.

10. Termination.

The Underwriter may terminate its obligations hereunder by written notice to the Issuer and the Corporation, and if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) (i) Legislation shall have been enacted by the Congress, or recommended to the Congress for passage by the President of the United States or the Department of the Treasury of the United States or the Internal Revenue Service or any member of the United States Congress, or favorably reported for passage to either House of the Congress by any Committee of such House to which such legislation has been referred for consideration, or (ii) a decision shall have been rendered by a court established under Article III of the Constitution of the United States, or the United States Tax Court, or (iii) an order, ruling, regulation or communication (including a press release) shall have been issued by the Department of the Treasury of the United States or the Internal Revenue Service, in each case referred to in clauses (i), (ii) and (iii), with the purpose or effect, and reasonable likelihood, directly or indirectly, of causing interest on the Bonds to be includable in gross income for purposes of Federal income taxation.

(b) Legislation shall have been enacted or a decision by a court of the United States shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Underwriter, has the effect of requiring the offer or sale of the Bonds to be registered under the Securities Act of 1933, as amended, or the Indenture to be qualified under the Trust Indenture Act of 1939, as amended, or any event shall have occurred that, in the judgment of the Underwriter, makes untrue or incorrect in any material respect any statement or information contained in the Preliminary Official Statement or Official Statement or that, in the judgment of the Underwriter, should be reflected therein in order to make the statements contained therein not misleading in any material respect.

(c) (i) In the reasonable judgment of the Underwriter, the market price of the Bonds is adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Bonds or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, underwriters; (B) a general banking moratorium shall have been established by Federal, New York, Minnesota or Iowa authorities; or (C) a war involving the United States of America shall have been declared, or any other national or international calamity or crisis shall have occurred, or any conflict involving the armed forces of the United States of America shall have escalated to such a magnitude as to materially affect the ability of the Underwriter to market the Bonds; (ii) any litigation shall be instituted, pending, or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the Issuer; or (iii) legislation shall have been introduced in or enacted by the Legislature of the State of Iowa with a purpose or effect that would, in the reasonable judgment of the Underwriter, adversely affect the security for the Bonds.

(d) There shall have occurred any change that, in the reasonable judgment of the Underwriter, makes unreasonable or unreliable any of the assumptions on which (i) yield on the Bonds was determined for purposes of compliance with the Code, (ii) payment of debt service on

the Bonds was determined, or (iii) the exclusion from gross income for Federal income tax purposes of interest on the Bonds was determined.

(e) Additional material restrictions, not in force as of the date hereof, shall have been imposed on trading in securities generally by any governmental authority or by any national securities exchange which materially adversely affects the market price of the Bonds.

(f) A material default shall occur under any of the terms, conditions or requirements of this Bond Purchase Agreement.

(g) General political, regulatory, economic and market conditions, in the reasonable judgment of the Underwriter, shall not be satisfactory to permit the sale of the Bonds.

11. Survival of Certain Representations and Warranties.

All agreements, covenants, representations and warranties and all other statements of the Issuer and its officials and officers and the Corporation set forth in or made pursuant to this Bond Purchase Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of the Underwriter or the Issuer, and shall survive the Closing Date and the delivery of and payment for the Bonds.

12. Governing Law.

This Bond Purchase Agreement shall be governed by the laws of the State of Iowa.

13. Counterparts.

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. Severability.

If any portion of this Bond Purchase Agreement shall be held invalid or inoperative, then, so far as is reasonable and possible:

- (a) the remainder of this Bond Purchase Agreement shall be considered valid and operative, and
- (b) effect shall be given to the intent manifested by the portion held invalid or inoperative.

15. Notices.

All notices provided for in this Bond Purchase Agreement shall be made in writing either:

- (a) By actual delivery of the notice into the hands of the parties entitled thereto,
- (b) By electronic means, or
- (c) By the mailing of the notice in the United States mails to the address stated below (or at such other address as may have been designated by written notice), of the party entitled thereto, by certified or registered mail, return receipt requested. The notice shall be deemed to be received (i) in case of actual delivery on the date of its actual receipt by the party entitled thereto, and (ii) in case of mailing on the date of deposit in the United States mail, postage prepaid.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered:

To the Underwriter: Northland Securities, Inc.
150 South Fifth St, Suite 3300
Minneapolis, MN 55402
Attention: Public Finance

To the Corporation: Luther Park Apartments, Inc.
1546 Hull Avenue
Des Moines, IA 50316
Attention: Chief Executive Officer

To the Issuer: City of Bondurant, Iowa
PO Box 37
200 2nd Street NE
Bondurant, IA 50035-0037
Attention: Mayor

16. Modification of the Bond Purchase Amendment.

This Bond Purchase Agreement may not be modified or amended except by written agreement executed by all parties hereto.

17. Number and Gender of Words.

Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely.

18. Other Instruments.

The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Bond Purchase Agreement.

19. Captions.

The captions used in this Bond Purchase Agreement are for convenience only and shall not be construed in interpreting this Bond Purchase Agreement.

20. Parties.

This Bond Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, legal representatives, heirs and assigns.

21. Entire Agreement.

This Bond Purchase Agreement contains the entire understanding between the parties hereto and supersedes any prior understandings or written or oral agreements between them respecting the subject matter hereof.

22. Time.

Time shall be of essence of this Bond Purchase Agreement.

NORTHLAND SECURITIES, INC.

By: _____
Mark Beese, Executive Vice President

Confirmed and accepted as of ____:____.m. on the date first above written.

CITY OF BONDURANT, IOWA

By: _____
Its Mayor

By: _____
Its City Clerk

[EXECUTION PAGE TO BOND PURCHASE AGREEMENT]

Confirmed and accepted as of ____:____.m. on the date first above written.

LUTHER PARK APARTMENTS, INC.

By: _____
John Rieke, Chief Executive Officer

[EXECUTION PAGE TO BOND PURCHASE AGREEMENT]

Schedule I

I. Maturity Schedule

\$,000	___	% Term Bond due December 1, 2022, Price: _____
\$,000	___	% Term Bond due December 1, 2023, Price: _____
\$,000	___	% Term Bond due December 1, 2024, Price: _____
\$,000	___	% Term Bond due December 1, 2025, Price: _____
\$,000	___	% Term Bond due December 1, 2026, Price: _____
\$,000	___	% Term Bond due December 1, 2027, Price: _____
\$,000	___	% Term Bond due December 1, 2028, Price: _____
\$,000	___	% Term Bond due December 1, 2029, Price: _____
\$,000	___	% Term Bond due December 1, 2030, Price: _____
\$,000	___	% Term Bond due December 1, 2031, Price: _____
\$,000	___	% Term Bond due December 1, 2032, Price: _____
\$,000	___	% Term Bond due December 1, 2033, Price: _____
\$,000	___	% Term Bond due December 1, 2034, Price: _____
\$,000	___	% Term Bond due December 1, 2035, Price: _____
\$,000	___	% Term Bond due December 1, 2036, Price: _____
\$,000	___	% Term Bond due December 1, 2037, Price: _____

II. Redemption

The Bonds are subject to redemption as set forth in the Indenture.

EXHIBIT A

[FORM OF CERTIFICATE OF ISSUER]

We, the undersigned Mayor and City Clerk of the City of Bondurant, Iowa (the “Issuer”) on this [30th] day of December, 2021 (the “Dated Date”) hereby certify that:

1. Execution of Bonds. The undersigned are the Mayor and City Clerk of the Issuer. In pursuance of law and a resolution adopted by the City Council of the Issuer on December [6], 2021 (the “Bond Resolution”) authorizing the issuance of following described bonds and the Trust Indenture dated as of December 1, 2015 (the “Original Indenture”) between the Issuer and Wells Fargo Bank, National Association (the “Prior Trustee”), as amended by a First Supplemental Trust Indenture dated as of December 1, 2021 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”) from the Issuer to U.S. Bank National Association, St. Paul, Minnesota, as successor trustee for the Bonds (the “Trustee”), there have been duly prepared and executed on behalf of the Issuer \$[*par amount] aggregate principal amount of City of Bondurant, Iowa Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 (the “Bonds”), dated as of the date hereof and maturing, bearing interest and being subject to redemption in accordance with the provisions of the Indenture, and our execution and delivery of the Indenture on behalf of the Issuer constitutes approval by the City Council of such principal amount, interest rates, interest rate setting mechanisms, maturity dates, amounts and redemption provisions. Each of the Bonds has been executed on behalf of the Issuer by the facsimile signature of the Mayor and attested to by the facsimile signature of the City Clerk of the Issuer and the facsimile seal of the Issuer has been imprinted thereon, all as authorized by the Indenture.

2. Delivery of the Bonds and Request to Trustee to Authenticate and Deliver the Bonds and to Deposit Funds. Responsive to the Indenture, an original executed counterpart of which is being retained by the Trustee, the Bonds have been delivered to the Trustee duly executed on behalf of the Issuer and conforming to the specifications set forth in the Indenture. We request and authorize the Trustee to authenticate the Bonds, register such Bonds in the name of Cede & Co. on the registration books of the Issuer kept by the Trustee, and deliver the Bonds on behalf of the Issuer to The Depository Trust Corporation, upon payment therefor to the Trustee for the account of the Issuer in immediately available funds of the agreed purchase price of \$[*purchase price]. Upon receipt of such purchase price, we authorize and direct the Trustee to deposit or apply the purchase price of the Bonds as directed in the Indenture.

3. Documents. We further certify that the following documents (collectively, the “Financing Documents”) are in the forms which the Mayor and City Clerk of the Issuer is authorized to execute and deliver for and on behalf of the Issuer and that the same have been duly executed and delivered in the name of and on behalf of the Issuer by the undersigned and are on the date hereof in full force and effect:

(a) the Loan Agreement dated as of December 1, 2015 (the “Original Loan Agreement”) between the Issuer and Luther Park Apartments, Inc. (the “Borrower”), as amended by a First Amendment to Loan Agreement dated as of December 1, 2021 (the “First Amendment to Loan Agreement” and, together with the Original Loan Agreement, the “Loan Agreement”) between the Issuer and the Borrower;

(b) the Indenture;

(c) the Tax Exemption Agreement dated as of December [30], 2021 (the “Tax Exemption Agreement”) among the Issuer, the Borrower and the Trustee; and

(d) the Bond Purchase Agreement dated December [8], 2021 (the “Bond Purchase Agreement”) for the Bonds among the Issuer, the Borrower and Northland Securities, Inc. (the “Underwriter”).

4. Performance of Obligations. We further certify that the Issuer has duly performed all of its obligations under the Financing Documents to be performed at or prior to the date hereof.

5. Board Proceedings. Attached hereto are true, correct and complete copies of all actions taken by the Issuer in connection with the sale and issuance of the Bonds and the execution and delivery of the Financing Documents and the Bonds consisting of the following:

(a) Proceedings of the November 1, 2021 meeting of the City Council of the Issuer adopting a Resolution entitled “A Resolution authorizing the execution of a Memorandum of Agreement with Luther Park Apartments, Inc. regarding the issuance of Senior Housing Refunding and Revenue Bonds, in one or more series”; and

(b) Proceedings of the December [6], 2021 meeting of the City Council of the Issuer adopting a Resolution entitled “Resolution Authorization and Providing for the Issuance of Not to Exceed \$7,000,000 Aggregate Principal Amount of Senior Housing Refunding and Revenue Bonds (Luther Park Apartments, Inc. Project) and Approving the Execution of Documents Relating to the Bonds, and Related Matters.”

Each such Resolution is in full force and effect and has not been altered, amended, or repealed.

All meetings of the City Council of the Issuer at which action was taken in connection with the authorization, sale, and issuance of the Bonds were held in accordance with the requirements of the Iowa statutes and were meetings to which all members of the public had access and were held at a time reasonably convenient to the public, and notice of the time, date, and place of each such meeting and its tentative agenda was given at least 24 hours prior to the commencement of such meeting in a manner reasonably calculated to apprise the public of that information, including advising the news media who had filed a request for notice with the Issuer and posting the notice on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the building in which such meeting was to be held.

6. Authority. The Issuer is a municipal corporation and political subdivision of the State of Iowa and, pursuant to the provisions of Chapter 419 of the Code of Iowa, and the Issuer has full power and authority to enter into the Financing Documents and to deliver the Bonds.

7. No Violations. The execution and delivery of the Financing Documents and the Bonds by the Issuer and the performance by the Issuer of its covenants thereunder and the issuance and sale of the Bonds do not violate any existing law, administrative regulation, agreement, instrument, order of any court or regulatory body or consent decree by which the Issuer or any of its properties may be bound.

8. Litigation. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of the knowledge of the Issuer, threatened against or affecting the Issuer: (a) seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds; (b) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds or the Financing Documents, or the transactions contemplated thereby, or the pledge or application of any moneys or security provided for the payment of the Bonds or the use of the Bond proceeds; or (c) in any way contesting the corporate existence or the powers of the Issuer.

9. Document Authorization. The Issuer has duly authorized, by all necessary action, the delivery and due performance of the Financing Documents and the Bonds and any and all other agreements and documents as may be required to be executed, delivered or received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Purchase Agreement.

10. Approvals. On the closing date, all approvals, consents and orders of any governmental authority, board, commission, agency, council or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations under the Bond Purchase Agreement, the other Financing Documents or the Bonds shall have been obtained.

[On the closing date, paragraph 10 shall read as follows: All approvals, consents and orders of any governmental authority, board, commission, agency, council or other body having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations under the Bond Purchase Agreement, the other Financing Documents or the Bonds have been obtained.]

11. No Default. To the best knowledge of the Issuer, on the closing date, no event of default, as defined in Section 702 of the Indenture, shall have occurred and be continuing and no event shall have occurred and be continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default.

[On the closing date, paragraph 11 shall read as follows: To the best knowledge of the Issuer, no event of default, as defined in Section 702 of the Indenture, has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute such an event of default.]

12. Designation of Bonds. The Issuer has designated the Bonds as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended for calendar year 2021.

13. Representations and Warranties. The representations and warranties of the Issuer contained in the Financing Documents are true, correct and complete on the date hereof as if made on the date hereof. The representations and warranties contained in the Financing Documents and herein shall inure to the benefit of the Trustee, the Underwriter, and the holders of the Bonds from time to time.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures as of the Dated Date.

CITY OF BONDURANT, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT B

[FORM OF ISSUE PRICE CERTIFICATE]

Interest on the Bonds (as hereinafter defined) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The opinion set forth in the preceding sentence is subject to the condition that Luther Park Apartments, Inc. (the "Borrower") comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Borrower have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The Bonds will be designated by the Issuer as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. See "TAX EXEMPTION" herein.

\$6,650,000*

**CITY OF BONDURANT, IOWA
SENIOR HOUSING REVENUE REFUNDING BONDS
(LUTHER PARK APARTMENTS, INC. PROJECT)
SERIES 2021**

Dated: Date of Delivery

Due: December 1, as shown on the inside cover

The City of Bondurant, Iowa Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 (the "Bonds") are issuable only as fully registered bonds without coupons, and when issued will be registered in the name of Cede & Co., as Bondholder and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchase of the Bonds will be made in book-entry form, in the denominations of \$5,000 or integral multiples thereof. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds purchased. See "THE BONDS — Book-Entry Only System" herein.

Principal of, premium, if any, and interest on the Bonds will be paid by U.S. Bank National Association, St. Paul, Minnesota (the "Trustee"), as Trustee and Paying Agent. So long as DTC or its nominee, Cede & Co., is the Bondholder, such payments will be made directly to such Bondholder, and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants as more fully described herein. Neither the City of Bondurant, Iowa (the "Issuer"), Luther Park Apartments, Inc. (the "Borrower") nor the Trustee will have any responsibility or obligation to such DTC Participants, indirect participants or the persons for whom they act as nominee with respect to the Bonds. Interest on the Bonds will be payable commencing on June 1, 2022* and semiannually thereafter on each June 1 and December 1, in each case until the respective maturity or earlier redemption thereof at the rate set forth on the inside cover hereof and shall mature on the dates on the inside cover hereof, subject to earlier redemption, upon surrender at the principal corporate trust office of the Trustee.

THE BONDS INVOLVE RISK. NO PROSPECTIVE PURCHASER OF THE BONDS SHOULD MAKE A DECISION TO PURCHASE ANY BONDS WITHOUT FIRST READING AND CONSIDERING IN FULL THIS ENTIRE OFFICIAL STATEMENT, INCLUDING, WITHOUT LIMITATION, THE SECTION ENTITLED "BONDHOLDERS' RISKS" HEREIN.

The Bonds are subject to redemption prior to maturity as described herein. See "THE BONDS- Redemption" herein.

THE BONDS, AND THE INTEREST PAYABLE THEREON, DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF THE CONSTITUTION OR STATUTES OF THE STATE OF IOWA OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER. THE BONDS AND THE INTEREST PAYABLE THEREON DO NOT GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS. THIS BOND AND SUCH OTHER BONDS OF THE SERIES OF WHICH IT FORMS A PART, AND THE INTEREST PAYABLE THEREON, ARE LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY FROM PAYMENTS TO BE MADE UNDER THE LOAN AGREEMENT WHICH ARE ALSO PLEDGED AND ASSIGNED FOR THE PAYMENT OF THE BONDS IN ACCORDANCE WITH THE INDENTURE.

The maturities, principal amounts, interest rates and prices of the Bonds are set forth in the inside cover of this Official Statement.

The Bonds are offered when, as and if issued by the Issuer and received by the Underwriter, subject to prior sale, to withdrawal or modification of the offer without any notice and to the approval of legality of the Bonds by Ahlers & Cooney, P.C., Des Moines, Iowa, Bond Counsel. Certain legal matters will be passed on for the Borrower by its counsel, Brown, Winick, Graves, Gross and Baskerville, P.L.C., Des Moines, Iowa, and by Dorsey & Whitney LLP, Des Moines, Iowa, as Underwriter's Counsel. The Underwriter intends, but is not obligated, to make a market in the Bonds. No assurance can be given that a secondary market will develop for the Bonds. For details of the Underwriter's compensation, see "UNDERWRITING" herein. It is expected that the Bonds in definitive form will be available for delivery in New York, New York, on or about December 30, 2021*.



The date of this Official Statement is December __, 2021

* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, AND PRICES*

\$6,650,000*

CITY OF BONDURANT, IOWA SENIOR HOUSING REVENUE REFUNDING BONDS (LUTHER PARK APARTMENTS, INC. PROJECT), SERIES 2021

\$325,000	___%	Term Bond due December 1, 2022, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$355,000	___%	Term Bond due December 1, 2023, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$360,000	___%	Term Bond due December 1, 2024, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$370,000	___%	Term Bond due December 1, 2025, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$375,000	___%	Term Bond due December 1, 2026, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$385,000	___%	Term Bond due December 1, 2027, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$390,000	___%	Term Bond due December 1, 2028, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$400,000	___%	Term Bond due December 1, 2029, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$415,000	___%	Term Bond due December 1, 2030, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$425,000	___%	Term Bond due December 1, 2031, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$440,000	___%	Term Bond due December 1, 2032, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$450,000	___%	Term Bond due December 1, 2033, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$465,000	___%	Term Bond due December 1, 2034, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$480,000	___%	Term Bond due December 1, 2035, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$500,000	___%	Term Bond due December 1, 2036, CUSIP Number **	_____	, Price: _____%	, Yield: _____%
\$515,000	___%	Term Bond due December 1, 2037, CUSIP Number **	_____	, Price: _____%	, Yield: _____%

* Preliminary, subject to change.

** CUSIP numbers shown above have been assigned by a separate organization not affiliated with the Issuer, the Borrower or the Underwriter. None of the Issuer, the Borrower or the Underwriter have selected or are responsible for selecting the CUSIP numbers assigned to the Bonds nor do they make any representation as to the correctness of such CUSIP numbers on the Bonds or as indicated above.

REGARDING USE OF THIS OFFICIAL STATEMENT

No dealer, broker, salesman or other person has been authorized by the Issuer, the Borrower or the Underwriter to give information or to make any representations with respect to the Bonds, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale hereunder implies that there has been no change in the matters described herein since the date hereof.

The information set forth herein has been obtained from the Issuer, the Borrower, or other sources that are deemed to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriter. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create an implication that there has been no change in the affairs of the Borrower since the date hereof. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The Issuer has provided only that information in this Official Statement that is contained under the heading "THE ISSUER" and, as to the Issuer, under the heading "LITIGATION." The Issuer has not furnished or verified any other information or statements contained in this Official Statement and is not responsible for the sufficiency, completeness, or accuracy of such other information or statements.

Certain information contained herein has been obtained from the Borrower and other sources which are believed to be reliable, but is not guaranteed as to accuracy or completeness and is not to be construed to be the representation of the Issuer or the Underwriter. Neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer or the Borrower since the date hereof. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale on the Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THESE SECURITIES IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE JURISDICTIONS IN WHICH THEY HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER JURISDICTIONS SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SECURITIES OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE BORROWER AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC rule 15c2-12.

FORWARD-LOOKING STATEMENTS

This Official Statement, including Appendices A and B, contains statements which should be considered "forward-looking statements," meaning they refer to possible future events or conditions. Such statements are generally identifiable by the words such as "plan," "expect," "estimate," "budget," or similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE BORROWER DOES NOT EXPECT OR INTEND TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR OR FAIL TO OCCUR.

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
THE BONDS	3
SECURITY FOR THE BONDS	8
PLAN OF FINANCE.....	11
ESTIMATED SOURCES AND USES OF FUNDS	12
PRINCIPAL AND INTEREST REQUIREMENTS*	12
BONDHOLDERS' RISKS	12
LITIGATION.....	20
LEGAL MATTERS.....	21
TAX EXEMPTION	21
TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT.....	21
ORIGINAL ISSUE PREMIUM.....	23
QUALIFIED TAX-EXEMPT OBLIGATIONS	23
FINANCIAL STATEMENTS	23
UNDERWRITING	23
CONTINUING DISCLOSURE.....	24
RELATIONSHIPS AMONG THE PARTIES.....	24
MISCELLANEOUS	24
Appendix A – INFORMATION CONCERNING LUTHER PARK APARTMENTS, INC.	
Appendix B – COMBINED FINANCIAL STATEMENTS OF LUTHER PARK APARTMENTS, INC., LUTHER PARK HEALTH CENTER, INC. AND LUTHER CARE SERVICES	
Appendix C – DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS	
Appendix D – FORM OF BOND COUNSEL OPINION	
Appendix E – FORM OF CONTINUING DISCLOSURE AGREEMENT	

OFFICIAL STATEMENT
relating to

\$6,650,000*
City of Bondurant, Iowa
Senior Housing Revenue Refunding Bonds
(Luther Park Apartments, Inc. Project)
Series 2021

INTRODUCTION

This Official Statement, including the cover page and Appendices, is furnished in connection with the offering of \$6,650,000* in principal amount of Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 (the “Bonds”) of the City of Bondurant, Iowa (the “Issuer”). The Bonds will be issued under a Trust Indenture dated as of December 1, 2015 (the “Original Indenture”) from the Issuer to Wells Fargo Bank, National Association, Minneapolis, Minnesota (the “Prior Trustee”), as amended by a First Supplemental Trust Indenture dated as of December 1, 2021 (the “First Supplemental Indenture” and, together with the Original Indenture, the “Indenture”) from the Issuer to U.S. Bank National Association, St. Paul, Minnesota, as successor trustee for the Bonds (the “Trustee”). The Bonds are being issued pursuant to Chapter 419 of the Code of Iowa, 2021, as amended (the “Act”). The proceeds of the sale of the Bonds will be loaned by the Issuer to Luther Park Apartments, Inc., an Iowa non-profit corporation (the “Borrower”) pursuant to a Loan Agreement dated as of December 1, 2015 (the “Original Loan Agreement”) between the Issuer and the Borrower, as amended by a First Amendment to Loan Agreement, dated as of December 1, 2021 (the “First Amendment to Loan Agreement” and, together with the Original Loan Agreement, the “Loan Agreement”) between the Issuer and the Borrower. The proceeds of the Bonds will be used to (a) currently refund the previously issued City of Bondurant, Iowa \$8,115,000 Senior Housing Refunding and Revenue Bonds (Luther Park Apartments Inc. Project), Series 2015 (the “Series 2015 Bonds” or the “Prior Bonds”); (b) fund a debt service reserve fund; and (c) pay costs of issuance of the Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS” herein. The Bonds will be secured by a Debt Service Reserve Fund held by the Trustee under the Indenture. The Borrower executed a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Financing Statement, dated as of December 1, 2015 (the “Original Mortgage”) in favor of the Trustee and a First Amendment to Mortgage and Security Agreement and Fixture Financing Statement, dated as of December 1, 2021 (the “First Amendment to Mortgage” and, together with the Original Mortgage, the “Mortgage”), in favor of the Trustee to further secure the Bonds. The Borrower entered into a Regulatory Agreement dated as of December 1, 1999 (the “Regulatory Agreement”) with the City of Des Moines, Iowa and the Trustee that imposes certain occupancy restrictions with regard to the Original Facility (defined herein). The restrictions imposed by the Regulatory Agreement apply while the Bonds are Outstanding.

This Official Statement contains descriptions of, among other matters, the Bonds, the Indenture, the Loan Agreement, the Mortgage, the Regulatory Agreement and the Borrower. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture, the Loan Agreement, the Mortgage and the Regulatory Agreement are qualified in their entirety by reference to such documents, and references herein to the Bonds are qualified in their entirety by reference to the forms thereof included in the Indenture. Until the issuance and delivery of the Bonds, copies of the Indenture, the Loan Agreement, the Mortgage, the Regulatory Agreement and the other documents described herein may be obtained from the Underwriter of the Bonds. After delivery of the Bonds, copies of such documents will be available for inspection at the principal corporate trust office of the Trustee.

For summaries of the Loan Agreement, the Indenture, the Mortgage and the Regulatory Agreement, including certain covenants relating to the Borrower, see “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS” in Appendix C.

Certain capitalized terms used in this Official Statement have the meanings set forth in Appendix C hereto.

In connection with the issuance of the Bonds, the Borrower is undertaking to provide certain continuing disclosures, all as further set forth in the Continuing Disclosure Agreement dated as of December 1, 2021 (the

* Preliminary, subject to change.

“Continuing Disclosure Agreement”) to be entered into between the Borrower and the Trustee. See “CONTINUING DISCLOSURE” herein and “FORM OF CONTINUING DISCLOSURE AGREEMENT” in Appendix E hereto.

The Issuer

The Issuer is a city and a political subdivision of the State of Iowa. Pursuant to the Act and resolutions adopted by the governing body of the Issuer, the Issuer is authorized to issue the Bonds; to lend the proceeds thereof to the Borrower in order to refund the Prior Bonds, fund a debt service reserve fund and pay the costs of issuance related to the Bonds; and to secure the Bonds by a pledge and assignment to the Trustee of all rights (except as hereinafter described) under the Loan Agreement.

THE BONDS WILL NOT CONSTITUTE OR GIVE RISE TO A GENERAL OBLIGATION OR LIABILITY OF, OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF, THE ISSUER, NOR ARE THE HOLDERS OF THE BONDS GRANTED THE RIGHT TO HAVE THE ISSUER LEVY ANY TAXES OR APPROPRIATE ANY FUNDS FOR THE PAYMENT OF THE PRINCIPAL THEREOF OR THE INTEREST OR ANY PREMIUM ON THE BONDS.

The Borrower

Luther Park Apartments, Inc. is a non-profit corporation organized under the laws of the State of Iowa in 1977 to provide housing and care to seniors. The Borrower currently operates 146 rentable units of senior housing in Des Moines, Iowa (the “Facilities”). The Facilities consist of Rose Glen Apartments (“Rose Glen”) and Luther Park Apartments (“the Original Facility”). The Facilities serve a market consisting primarily of Polk County, Iowa. The Borrower is affiliated with Luther Park Health Center, Inc. (“Luther Park Health Center”), which owns and operates a 120-bed nursing care facility and a 70-unit assisted living facility, and Luther Care Services (“Luther Care Services”), which provides administrative and accounting functions. NEITHER LUTHER PARK HEALTH CENTER NOR LUTHER CARE SERVICES ARE OBLIGATED WITH RESPECT TO THE BONDS. The Borrower has received a determination letter from the Internal Revenue Service stating that it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is therefore exempt from federal income tax under Section 501(a) of the Code.

The Original Facility is subject to the Regulatory Agreement. The Regulatory Agreement requires that at least 20% of the units of the Original Facility must be occupied by individuals or families whose income is 50% or less of area median gross income adjusted for family size as determined under Section 142(d) of the Code. Failure to comply with these requirements could result in the loss of the federal tax exemption of the Bonds retroactive to their date of issuance. The Borrower has no reason to believe it is not in compliance with the Regulatory Agreement. See “BONDHOLDERS’ RISKS – Risks Related to Tax-Exempt Status of the Bonds” and “TAX EXEMPTION” herein and “SUMMARY OF THE PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT” in Appendix C.

For additional information, see “APPENDIX A — INFORMATION CONCERNING LUTHER PARK APARTMENTS, INC.” Certain combined financial statements of the Borrower, Luther Park Health Center, Inc. and Luther Care Services are included in Appendix B to this Official Statement.

The Financing

The proceeds from the sale of the Bonds will be used to provide funds to refund the Prior Bonds, fund a debt service reserve fund, and pay costs related to the issuance of the Bonds. The Borrower will use funds on hand to pay costs related to the issuance of the Bonds in excess of those anticipated to be paid from proceeds of the Bonds.

For a more detailed description of the uses of the proceeds of the Bonds, and such other moneys, see “ESTIMATED SOURCES AND USES OF FUNDS” herein.

Security for the Bonds

The Bonds are limited obligations of the Issuer, payable solely from payments made by the Borrower pursuant to the Loan Agreement. The amounts payable by the Borrower under the Loan Agreement are expected to be in the amount sufficient to pay (i) the principal of, premium, if any, and interest on the Bonds and (ii) certain fees and expenses of the Trustee or the Issuer incurred in the future. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF

PRINCIPAL DOCUMENTS — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT” in Appendix C.

The Issuer will secure the Bonds by entering into the Indenture, under which the Issuer will pledge to the Trustee the Issuer’s interest (with certain reservations) under the Loan Agreement and the Issuer’s interest in certain funds created under the Indenture.

The Indenture establishes a debt service reserve fund (the “Debt Service Reserve Fund”) for the benefit of the Bonds. At the time the Bonds are issued, an amount equal to \$265,000* (the “Debt Service Reserve Fund Requirement”) will be deposited in the Debt Service Reserve Fund, to be funded from proceeds of the Bonds. The moneys in the Debt Service Reserve Fund are required to be used whenever, and to the extent that, moneys on deposit in the Bond Fund established under the Indenture are insufficient to pay the interest on and principal of the Bonds. The Borrower is required, pursuant to the terms of the Loan Agreement, to fund deficiencies in the Debt Service Reserve Fund.

The Indenture established a repair and replacement fund (the “Repair and Replacement Fund”) to secure the Series 2015 Bonds. Pursuant to the Loan Agreement, the Borrower is required to make monthly payments of \$5,000 to the Prior Trustee for deposit into the Repair and Replacement Fund until the amount on deposit therein is at least \$180,000 (the “Repair and Replacement Fund Requirement”). The balance of the Repair and Replacement Fund, as of November 23, 2021, is \$95,245.38. Upon closing, the Prior Trustee shall transfer \$95,245.38 from the Repair and Replacement Fund to the Trustee for deposit into the Series 2021 Subaccount of the Repair and Replacement Fund (the “Series 2021 Repair and Replacement Fund Subaccount”). If, at any time thereafter the amount on deposit in the Series 2021 Repair and Replacement Fund Subaccount is less than \$180,000 (the “Series 2021 Repair and Replacement Fund Requirement”), the Borrower will resume making such payments to the Trustee until the amount on deposit in the Series 2021 Repair and Replacement Fund Subaccount equals or exceeds the Series 2021 Repair and Replacement Fund Requirement. The moneys on deposit in the Series 2021 Repair and Replacement Fund Subaccount are to be used to pay costs of repairs and replacements to the Facilities, but not for new capital projects. However, amounts on deposit in the Series 2021 Repair and Replacement Fund Subaccount may be used to make up any deficiencies in the Bond Fund, after making any transfers from the Debt Service Reserve Fund. If the principal of the Bonds is accelerated, the Trustee is required pursuant to the Indenture to transfer all amounts in the Series 2021 Repair and Replacement Fund Subaccount to the Bond Fund.

The Borrower’s payment obligations with respect to the Bonds are further secured by the Mortgage, which creates a lien upon the Borrower’s facilities, subject to certain Permitted Encumbrances. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGE” in Appendix C hereto.

Parity Obligations; Additional Debt

Pursuant to the Indenture and the Loan Agreement, under certain circumstances the Issuer may issue Additional Bonds or incur other debt on a parity with the Bonds. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Additional Bonds,” and “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT – Restrictions as to Incurrence of Additional Indebtedness,” all in Appendix C.

Risks

An investment in the Bonds involves certain risks. See “BONDHOLDERS’ RISKS” herein.

THE BONDS

Description of the Bonds

The Bonds are issuable only as fully registered bonds without coupons in denominations of \$5,000 each and integral multiples thereof. The Bonds will be dated the date of delivery thereof, and will bear interest from that date at the rates and will mature on the dates and in the amounts set forth on the inside cover of this Official Statement. Interest on

* Preliminary, subject to change.

the Bonds will be payable semi-annually on June 1 and December 1, commencing June 1, 2022*. Interest on the Bonds is calculated on the basis of a 360-day year consisting of twelve 30-day months.

Book-Entry Only System

The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a series and maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such series and maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an

Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent, on any payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, the Issuer or the Borrower, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer, the Borrower or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer, the Borrower or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Borrower or the Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer and the Borrower believe to be reliable, but neither the Issuer, the Borrower, nor the Paying Agent takes any responsibility for the accuracy thereof.

Redemption

Optional Redemption.

The Bonds maturing on or after December 1, 2027* are subject to redemption prior to maturity at any time, on any Business Day on or after December 1, 2026*, in whole or in part (and if in part, by maturities as may be directed by the Borrower and within a maturity by lot in such manner as the Trustee may determine to be fair and equitable), upon receipt by the Trustee of a written certificate from the Borrower stating that it intends to prepay all or a part of the amounts payable under the Loan Agreement and thereby effect redemption of all or a part of the Bonds at 100% of the principal amount thereof to be redeemed, plus accrued interest on such Bonds to the redemption date.

Mandatory Sinking Fund Redemption.

The Bonds maturing on December 1, 2022* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2022	\$150,000
December 1, 2022**	175,000

**Stated Maturity

The Bonds maturing on December 1, 2023* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2023	\$180,000
December 1, 2023**	175,000

**Stated Maturity

* Preliminary, subject to change.

The Bonds maturing on December 1, 2024* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2024	\$180,000
December 1, 2024**	180,000

**Stated Maturity

The Bonds maturing on December 1, 2025* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2025	\$185,000
December 1, 2025**	185,000

**Stated Maturity

The Bonds maturing on December 1, 2026* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2026	\$190,000
December 1, 2026**	185,000

**Stated Maturity

The Bonds maturing on December 1, 2027* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2027	\$195,000
December 1, 2027**	190,000

**Stated Maturity

The Bonds maturing on December 1, 2028* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2028	\$195,000
December 1, 2028**	195,000

**Stated Maturity

The Bonds maturing on December 1, 2029* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2029	\$200,000
December 1, 2029**	200,000

**Stated Maturity

The Bonds maturing on December 1, 2030* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2030	\$210,000
December 1, 2030**	205,000

**Stated Maturity

* Preliminary, subject to change.

The Bonds maturing on December 1, 2031* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2031	\$210,000
December 1, 2031**	215,000

**Stated Maturity

The Bonds maturing on December 1, 2032* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2032	\$220,000
December 1, 2032**	220,000

**Stated Maturity

The Bonds maturing on December 1, 2033* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2033	\$225,000
December 1, 2033**	225,000

**Stated Maturity

The Bonds maturing on December 1, 2034* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2034	\$230,000
December 1, 2034**	235,000

**Stated Maturity

The Bonds maturing on December 1, 2035* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2035	\$240,000
December 1, 2035**	240,000

**Stated Maturity

The Bonds maturing on December 1, 2036* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2036	\$250,000
December 1, 2036**	250,000

**Stated Maturity

The Bonds maturing on December 1, 2037* are subject to mandatory sinking fund redemption, in part, at 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption, as follows:

<u>Redemption Date*</u>	<u>Sinking Fund Principal Amount*</u>
June 1, 2037	\$255,000
December 1, 2037**	260,000

**Stated Maturity

* Preliminary, subject to change.

Mandatory Redemption. The Bonds are subject to redemption, in whole, but not in part, at a redemption price of 100% of the principal amount thereof to be redeemed (103% of the principal amount to be redeemed upon the occurrence of an event described in paragraph (ii) below) plus accrued interest to the redemption date, at the earliest practicable date on any Business Day, but not more than 120 days after the date of the occurrence of any of the following events:

(i) If as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or of final decree, judgment or order of any court or administrative body (whether state or federal), the Loan Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in the Loan Agreement; or

(ii) There shall be a Determination of Taxability with respect to the Bonds so long as such determination, decision or decree is not being appealed or otherwise contested in good faith by the Borrower.

Extraordinary Optional Redemption. Under circumstances described in the Loan Agreement, the Mortgage and the Indenture, the Bonds are also subject to redemption at the option of the Borrower in whole or in part at any time, and by lot in such manner as the Trustee shall designate, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date of redemption, but without premium, in case all or a portion of the Facilities shall be damaged, destroyed or condemned.

Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, the Borrower shall determine the maturities and amounts thereof to be redeemed and shall notify the Issuer and the Trustee thereof at least 45 days prior to the date fixed for redemption. If less than all Bonds of a maturity are to be redeemed, the Borrower shall give the Issuer and the Trustee, at least 45 days in advance of the date fixed for redemption, notice of the aggregate principal amount of such Bonds to be redeemed and thereupon the Trustee shall select by lot, in any manner it shall deem fair, the Bonds of such maturity to be redeemed and shall thereafter promptly notify the Borrower in writing of the particular Bonds or portions thereof to be redeemed.

Purchase in Lieu of Redemption. In lieu of redeeming Bonds, the Trustee may, at the request of the Borrower, use such funds otherwise available hereunder for redemption of Bonds to purchase Bonds in the open market at a price not exceeding the redemption price then applicable hereunder.

Notice of Redemption. Notice of the call for any such redemption shall be given to the registered owners of the Bonds to be redeemed to the address shown on the Bond Register not less than 30 days nor more than 60 days prior to the redemption date; provided, however, that failure to give such notice or a defect in the notice as to any Bond will not affect the validity of any proceedings for redemption as to any other Bond with respect to which notice was properly given. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture. In the event of any call for redemption, the Borrower shall pay all expenses of redemption and all other liabilities under the Loan Agreement, in addition to the amounts set forth above.

SECURITY FOR THE BONDS

Limited Obligations of the Issuer

THE BONDS, AND THE INTEREST PAYABLE THEREON, DO NOT REPRESENT OR CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF THE CONSTITUTION OR STATUTES OF THE STATE OF IOWA OR A PLEDGE OF THE FAITH AND CREDIT OF THE ISSUER. THE BONDS AND THE INTEREST PAYABLE THEREON DO NOT GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS. THIS BOND AND SUCH OTHER BONDS OF THE SERIES OF WHICH IT FORMS A PART, AND THE INTEREST PAYABLE THEREON, ARE LIMITED OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY FROM PAYMENTS TO BE MADE UNDER THE LOAN AGREEMENT WHICH ARE ALSO PLEDGED AND ASSIGNED FOR THE PAYMENT OF THE BONDS IN ACCORDANCE WITH THE INDENTURE.

The Loan Agreement

Pursuant to the Loan Agreement, the Borrower agrees to make payments to the Issuer in such amounts and at such times as are sufficient to pay in full, when due, the principal of, premium, if any, and interest on the Bonds. Pursuant to the Indenture, the Loan Agreement has been assigned by the Issuer to the Trustee and, consequently, the Borrower will make its payments directly to the Trustee. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT” in Appendix C.

Rates and Charges. The Borrower covenants and agrees that it will fix, charge and collect, or cause to be fixed, charged and collected, subject to applicable requirements or restrictions imposed by law, such rates, fees and charges for the use of and for the services furnished or to be furnished by the Facilities as, together with all other receipts and revenues of the Facilities and any other funds available therefore, will be sufficient to pay debt service on the Bonds and to pay all expenses of operation and maintenance of the Facilities and at least in each Fiscal Year to produce a Debt Service Coverage Ratio (as defined in the Loan Agreement) equal to at least 1.10 for such Fiscal Year.

The Borrower further covenants and agrees that it will, from time to time as often as necessary, to the extent permitted by law, revise its rates, fees and charges in such manner as may be necessary or proper to comply with the provisions of this paragraph. This paragraph shall not be construed to prohibit the Borrower from providing service without charge or at reduced charges to the extent determined necessary by its Board of Directors to continue its qualification as a tax-exempt organization or to comply with any other requirements of law.

Consultants. In the event that the Debt Service Coverage Ratio for any Fiscal Year is less than 1.10 for such Fiscal Year, the Borrower shall employ an Independent Consultant (as defined in the Loan Agreement) promptly. The Independent Consultant shall review and analyze the reports of the Borrower required by the Original Loan Agreement, and inspect the Facilities, their operation and administration, and submit written reports to the Borrower and Trustee, and make such recommendations as to the operation and administration of the Facilities as to such Independent Consultant seems appropriate, including any recommendation as to a revision of the rates, fees and charges of the Facilities or the methods of operation of the Facilities. The Borrower agrees to consider any recommendations of the Independent Consultant and, to the extent feasible, to follow and carry out such recommendations. If in the next succeeding Fiscal Year following the employment of an Independent Consultant, the Debt Service Coverage Ratio remains less than 1.10, the Borrower shall not be required to again employ an Independent Consultant in such Fiscal Year, so long as the Borrower is proceeding to carry out the recommendations of the Independent Consultant and the Debt Service Coverage Ratio is not less than 1.0.

So long as the Borrower is otherwise in full compliance with its obligations under the Loan Agreement, it shall not constitute an Event of Default under the Loan Agreement that the Net Income Available for Debt Service (as defined in the Loan Agreement) is less than the amount required by the Loan Agreement unless the Borrower does not adopt and carry out the recommendations of the Independent Consultant employed pursuant to the extent required by the Loan Agreement or the Debt Service Coverage Ratio is less than 1.0.

Restrictions as to Incurrence of Additional Indebtedness. The Borrower agrees that it will not incur any Additional Indebtedness, other than the following Indebtedness (each as defined in the Loan Agreement) if incurred at any time when there shall not exist any Event of Default of the Borrower under the Loan Agreement:

(a) Long-Term Indebtedness provided that:

1. the Borrower shall certify in an Officer's Certificate (as defined in the Loan Agreement) delivered to the Trustee the intended uses of the proceeds of such Long-Term Indebtedness and, if such intended uses include the acquisition, construction, equipment or other capital improvements, the estimated cost thereof; and

2. the Borrower shall have delivered to the Trustee either:

a. Report on Historical Coverage. An Officer's Certificate to the effect that for the most recent two Fiscal Years, the Debt Service Coverage Ratio was not less than 1.15 for all Outstanding Long-Term Indebtedness (and, as defined in the Loan Agreement, exclusive of any Outstanding Long-Term Indebtedness which is to be redeemed with proceeds of the

Indebtedness to be incurred) and the Long-Term Indebtedness then proposed to be incurred; or

b. Reports on Historical and Pro-Forma Coverage. The following reports or opinions:

i. a report or opinion of a firm of independent certified public accountants to the effect that for each of the two most recently ended Fiscal Years, Net Income Available for Debt Service was not less than 1.15 of Debt Service (as defined in the Loan Agreement and not including the Long-Term Indebtedness then proposed to be incurred); and

ii. a financial forecast, accompanied by an independent certified public accountant's examination report to the effect that the estimated annual Debt Service Coverage Ratio for each of the first three full Fiscal Years following the estimated completion of the acquisition, construction, renovation or replacement being paid for with the proceeds of such additional Long-Term Indebtedness, or following the incurrence of Long-Term Indebtedness for other purposes, will be not less than 1.25 after giving effect to the incurrence of such additional Long-Term Indebtedness and the application of the proceeds thereof;

(b) Completion Indebtedness in an aggregate principal amount not exceeding 20% of the aggregate principal amount of Indebtedness issued to finance the facilities to be completed.

(c) Refunding Indebtedness.

(d) Short-Term Indebtedness for working capital purposes, provided that in no event shall the Borrower cause the total Short Term Indebtedness to exceed in the aggregate then outstanding 20% of the Revenues of the Borrower for the preceding Fiscal Year.

(e) Subordinated Indebtedness, provided that a subordination agreement in the form of Exhibit D to the Original Loan Agreement is entered into between the creditor and the Trustee.

(f) Other Indebtedness of the Borrower, whether or not constituting Long-Term Indebtedness, in addition to the Indebtedness permitted by the preceding paragraphs (a) through (e), provided that at the time of issuance thereof and after giving effect thereto and to the application of the proceeds thereof, the aggregate unpaid principal amount of all such Indebtedness incurred under this paragraph (f) then outstanding does not exceed 10% of Revenues (as defined in the Loan Agreement) as shown on the most recently available audited financial statements of the Borrower, and provided further that the Debt Service Coverage Ratio required by Section 7.2 of the Original Loan Agreement was met for the prior Fiscal Year.

The Mortgage

The Borrower's payment obligations with respect to the Bonds are further secured by the Mortgage, which creates a lien upon the Facilities, subject to certain Permitted Encumbrances. For a discussion of the security granted by the Borrower to the Trustee, see "DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGE" in Appendix C.

The Indenture

Assignment by Issuer to the Trustee. Pursuant to the Indenture, the Issuer will assign to the Trustee, as security for the payment of the Bonds, the following:

(a) All right, title and interest of the Issuer in and to the Loan Agreement and the amounts payable to the Issuer under the Loan Agreement (excluding fees and expenses payable to the Issuer and the Issuer's right to indemnification in certain circumstances); and

(b) Any and all other property of every kind and nature from time to time, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder by the Issuer or the Borrower or by anyone on their behalf to the Trustee, including without limitation funds of the Borrower held by the Trustee as security for the Bonds except for amounts on deposit in the Rebate Fund.

Debt Service Reserve Fund. The Indenture creates and establishes a separate subaccount to be designated as the “Series 2021 Debt Service Reserve Fund Subaccount” (the “Series 2021 Subaccount”) which is to be held by the Trustee as a reserve for the payment of principal of and interest on the Bonds. The amount of \$265,000* will be deposited in the Series 2021 Subaccount upon the issuance of the Bonds.

Moneys in the Debt Service Reserve Fund shall, to the extent necessary from time to time, be transferred into the Bond Fund in order to meet any deficiencies in payments required to be made by the Borrower into the Bond Fund pursuant to the Loan Agreement, upon a determination by Trustee that such deficiencies exist with respect to such payments. If moneys in the Debt Service Reserve Fund are used for such purpose the Trustee shall immediately notify the Borrower, and the Borrower shall pay to the Trustee in three equal monthly installments commencing on the 15th day of the month following the transfer for deposit into the Debt Service Reserve Fund an amount equal to the amount by which moneys in the Debt Service Reserve Fund are less than the Debt Service Reserve Fund Requirement. If not used for the aforementioned purpose, the Trustee shall hold the Debt Service Reserve Fund in trust, to be applied toward payment of the final payment or payments of principal of and interest on the Bonds if moneys in the Debt Service Reserve Fund shall be sufficient to pay the principal of and interest on all Bonds outstanding, or toward redemption of the Bonds when the Bonds are by their terms redeemable and all of the outstanding Bonds are to be redeemed and paid in full. All earnings from investment of moneys in the Debt Service Reserve Fund, to the extent that the amount in the Debt Service Reserve Fund exceeds the Debt Service Reserve Fund Requirement, shall be deposited into the Bond Fund to be used for payment of principal of, premium, if any, and interest on the Bonds on the next interest or principal payment date.

Repair and Replacement Fund. The Indenture established the Repair and Replacement Fund to secure the Series 2015 Bonds. Pursuant to the Loan Agreement, the Borrower is required to make monthly payments in the amount of \$5,000 to the Prior Trustee for deposit into the Repair and Replacement Fund until the amount on deposit therein is at least \$180,000 (the “Repair and Replacement Fund Requirement”). The balance of the Repair and Replacement Fund, as of November 23, 2021, is \$95,245.38. Upon closing, the Prior Trustee shall transfer \$95,245.38 from the Repair and Replacement Fund to the Trustee for deposit into the Series 2021 Subaccount of the Repair and Replacement Fund (the “Series 2021 Repair and Replacement Fund Subaccount”). If, at any time thereafter the amount on deposit in the Series 2021 Repair and Replacement Fund Subaccount is less than \$180,000 (the “Series 2021 Repair and Replacement Fund Requirement”), the Borrower will resume making such payments to the Trustee until the amount on deposit in the Series 2021 Repair and Replacement Fund Subaccount equals or exceeds the Series 2021 Repair and Replacement Fund Requirement. The moneys on deposit in the Series 2021 Repair and Replacement Fund Subaccount are to be used to pay costs of repairs and replacements to the Facilities, but not for new capital projects. However, amounts on deposit in the Series 2021 Repair and Replacement Fund Subaccount may be used to make up any deficiencies in the Bond Fund, after making any transfers from the Debt Service Reserve Fund. If the principal of the Bonds is accelerated, the Trustee is required pursuant to the Indenture to transfer all amounts in the Series 2021 Repair and Replacement Fund Subaccount to the Bond Fund.

Subordination of Management Fees

Luther Care Services provides certain management and administrative services for the Borrower and receives fees as consideration for such services. Pursuant to the Subordination of Management Fees Agreement, between Luther Care Services and the Borrower, Luther Care Services has agreed to subordinate the payment of its management fees to the repayment of debt service with respect to the Bonds to the extent payment of said management fees would impair the Borrower’s ability to pay debt service on its indebtedness including the Bonds.

PLAN OF FINANCE

The proceeds of the Bonds will be used to: (a) currently refund the Prior Bonds; (b) fund a debt service reserve fund; and (c) pay costs of issuance of the Bonds.

* Preliminary, subject to change.

ESTIMATED SOURCES AND USES OF FUNDS*

The estimated sources and uses of funds relating to the Bonds, exclusive of accrued interest, are as follows:

Sources of Funds:	
Bonds	\$6,650,000*
Prior Bonds Funds	\$
Borrower Funds	\$
Total Sources of Funds	\$
Uses of Funds:	
Deposit to Escrow Fund for Redemption of the Prior Bonds	\$
Debt Service Reserve Fund	\$
Costs of Issuance (including Underwriter's Discount)	\$
Total Uses of Funds	\$

PRINCIPAL AND INTEREST REQUIREMENTS*

The following table sets forth, for each Fiscal Year ending December 31, the amounts required in each Fiscal Year for the payment of debt service on the Bonds.

December 31,	Bonds Principal	Bonds Interest	TOTAL
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
Total:			

BONDHOLDERS' RISKS

General

No person should purchase any Bond without carefully reviewing this entire Official Statement, including, without limitation, the following information which summarizes some, but not all, of the risks associated with such purchase.

As noted above, except to the extent that the Bonds are payable from the proceeds thereof or investment income thereon or, under certain circumstances, proceeds of insurance or condemnation awards, the Bonds are payable solely from payments to be made by the Borrower under the Loan Agreement and amounts on deposit in the funds and accounts created under the Indenture (other than the Rebate Fund).

* Preliminary, subject to change.

Certain risks are inherent in the successful operation of the Borrower's facilities. Such risks should be considered in evaluating the Borrower's ability to generate sufficient revenues to pay the principal of, premium, if any, and interest on the Bonds when due. **This section discusses some of these risks, but it is not intended to be a comprehensive listing of all risks associated with the operation of the Borrower or the payment of the Bonds.**

Impact of COVID-19; Future Pandemics

From the outset of the COVID-19 public health crisis, the Original Facility's top priority has been the health and safety of its residents and employees. COVID-19 is impacting the Facilities at different levels which change on a daily basis. At any point in time, a given facility can experience a resident or team member with a positive COVID-19 test. The Facilities have established protocols to comply with all federal, state and local requirements. The Original Facility halted admissions while it put in place controls and procedures to mitigate and/or prevent widespread infection within the facilities. Occupancy dropped as a result but has since rebounded to be very close to the pre-pandemic occupancy level. The Original Facility has offered vaccination opportunities and nearly all residents have been vaccinated. The financial position of the Original Facility was not significantly affected by the pandemic due to cost-cutting measures it implemented. The Original Facility did not seek or receive federal, state or local financial aid.

Changes in Federal and State Law

From time to time, there are legislative proposals that, if enacted, could adversely affect the federal and state tax matters referred to herein, adversely affect the marketability or market value of the Bonds, or otherwise prevent holders of the Bonds from realizing the full benefit of the tax exemption of interest on the Bonds. No prediction is made concerning future events. The opinions expressed by Bond Counsel in connection with the issuance of the Bonds are based upon existing law. Purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed legislation, regulatory actions, or litigation.

Regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value, marketability or tax status of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds would be impacted thereby.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

Adequacy of Revenues; Occupancy

The Borrower is not expected to have any revenues except those derived from operations of the Facilities. The Bonds will be payable solely from payments to be made by the Borrower under the Loan Agreement as provided therein and the funds held under and pursuant to the Indenture. The ability of the Borrower to make payments under the Loan Agreement is dependent upon the generation of revenues by the Borrower in the amounts necessary for the Borrower to pay the principal of and interest on the Bonds when due, as well as other operating and capital expenses. The realization of future revenues and expenses are subject to, among other things, the capabilities of the management of the Borrower, changes in occupancy or services provided by the Facilities and future economic and other conditions that are unpredictable and that may affect revenues and payment of principal of and interest on the Bonds. No representation or assurance can be made that Net Income Available for Debt Service will be realized by the Borrower in amounts sufficient to make payments of principal of and interest on the Bonds when due. See "BONDHOLDERS' RISKS – Occupancy Restrictions" and "BONDHOLDERS' RISKS – Competition from Other Senior Housing Facilities" herein.

Occupancy Restrictions

The Original Facility is subject to the Regulatory Agreement, which requires that at least 20% of the units of the Original Facility be occupied by individuals and families whose income is 50% or less of area median gross income adjusted for family size as determined under Section 142(d) of the Code. If the Borrower cannot find sufficient residents that qualify under the Regulatory Agreement, occupancy levels of the Original Facility may decrease. Failure to comply

with these requirements could result in the loss of the federal tax exemption of the Bonds retroactive to their date of issuance. See “BONDHOLDERS’ RISKS – Adequacy of Revenues; Occupancy” and “BONDHOLDERS’ RISKS – Risks Related to Tax-Exempt Status of the Bonds” herein. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF THE PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT”.

Nature of Income and Assets of the Elderly

A large percentage of the monthly income of the residents of the Facilities is expected to be fixed in amount, consisting of income derived from savings, pensions, investments and Social Security payments. If, due to inflation or otherwise, substantial increases in monthly rental fees are required to cover increases in operating costs and other expenses, residents may have difficulty paying or may be unable to pay increased fees. In addition, some residents may need to liquidate assets, such as by selling a home to pay the required fees. The Borrower’s inability to collect from residents the full amount of their payment obligations, either when due or at all, may jeopardize the ability of the Borrower to pay amounts due under the Loan Agreement and the Bonds.

Rights of Residents Under Residency Agreements

The Borrower enters into residency agreements with its residents. Although these agreements give to each resident a contractual right to use space and not any ownership rights in the Facilities, in the event that a Trustee or the holders of the Bonds were to seek to enforce any of the remedies provided by the Indenture upon the occurrence of a default or the Trustee seeks to enforce remedies under the Mortgage, it is impossible to predict the resolution that a court might make of competing claims among the Trustee or the holders of the Bonds and a resident of the Facilities who has fully complied with all the terms and conditions of his or her residency agreement.

Organized Resident Activity

The Borrower may, from time to time, be subject to pressure from organized groups of residents seeking, among other things, to raise the level of services or to maintain the level of monthly fees with respect to the Facilities or other charges without increase. Moreover, the Borrower may be subject to conflicting pressures from different groups of residents, some of whom may seek an increase in the level of services while others wish to hold down monthly fees and other charges. No assurance can be given that the Borrower will be able to satisfactorily meet the needs of such resident groups.

Limited Assets of the Borrower

The sole business of the Borrower consists of the ownership and operation of the Facilities. Although it may seek donations from groups and individuals, the Borrower currently has no sources of funds if revenues from operation of the Facilities are not sufficient to cover expenses, including debt service on the Bonds.

Competition from other Senior Housing Facilities

Competition from other continuing care retirement communities or other independent senior living facilities now or hereafter located in the service area of the Borrower could adversely affect its occupancy and operations. The Borrower could also be adversely affected by economic trends and changes in the demographics of its service area including, for example, declining population, changes in the age composition of the population, or decline in the economic conditions in the community served by the Borrower. See “Service Area and Competition” in Appendix A for a discussion of competition with other facilities. See “BONDHOLDERS’ RISKS – Adequacy of Revenues; Occupancy” herein.

Nonprofit Environment

As a nonprofit tax-exempt organization, the Borrower is subject to federal, state and local laws, regulations, rulings and court decisions relating to their organization and operation, including their operation for religious and charitable purposes.

The IRS has provided guidance on a number of topics relating to tax-exempt organizations, including the importance of paying fair market value for goods and services, excess compensation and benefits to officers and other insiders, the implementation of the Intermediate Sanctions regulations, and the issues surrounding joint ventures and partnerships between tax-exempt and for profit entities.

The IRS has stressed the importance of ensuring that in relationships with for-profit entities or individuals, the exchange of consideration is consistent with fair market value for the goods or services provided. Areas of particular focus include leasing arrangements and the compensation paid to executives. Generally, payments must be consistent with what would be paid in an arms' length transaction, and should be supported by market data or an independent evaluation of reasonableness. Failure to ensure that payments are reasonable could result in the imposition of Intermediate Sanctions and/or the revocation of the organization's exempt status.

The Intermediate Sanctions regulations apply to transactions with "disqualified persons", who include directors, officers, and other individuals who are in a position to exercise substantial influence over the organization's decisions. An excess benefit transaction can occur in the exchange of compensation for services between the organization and the disqualified person or in the exchange of property between an exempt organization and the disqualified person. If such a transaction is found to exist, the IRS may impose an excise tax on both the disqualified person and the organizational manager who knowingly participates in the excess benefit transaction. In determining whether to impose section 4958 excise taxes, the IRS stated it will consider whether the organization involved has been involved in repeated excess benefit transactions; the size and scope of the excess benefit transactions; whether, after discovering it was a party to an excess benefit transaction, the organization took appropriate corrective action and implemented safeguards to prevent future recurrences; and whether the organization has complied with other applicable laws. The imposition of Intermediate Sanctions on the Borrower could adversely impact the ability to pay the amounts due on the Bonds. The Borrower may also be subject to an action to revoke its exempt status, thereby jeopardizing the tax-exempt status of the Bonds.

In addition, the IRS has increasingly focused on relationships between exempt organizations and for-profit entities. Generally, the factors considered are whether the joint venture will be operated in furtherance of the exempt organization's purpose, whether ownership interests are proportionate to each party's investment, whether distributions to parties in the venture are consistent with their ownership interests and whether the exempt organization obtains access to capital and expertise that is not otherwise available.

The IRS Form 990 is used by most 501(c)(3) nonprofit organizations exempt from federal income taxation to submit information required by the IRS. Form 990 requires detailed public disclosure of compensation practices, corporate governance, loans to management and others, joint ventures and other types of transactions, political campaign activities, and other areas the IRS deems to be compliance risk areas. Form 990 also requires the disclosure of a significantly greater amount of information on community benefit and establishes uniform standards for reporting of information relating to tax-exempt bonds, including compliance with the arbitrage rules and rules limiting private use of bond-financed facilities, including compliance with the safe harbor guidance in connection with management contracts and research contracts. The redesigned Form 990 is intended to result in enhanced transparency as to the operations of exempt organizations. It is also likely to result in enhanced enforcement, as the redesigned Form 990 will make detailed information on compliance risk areas available to the IRS and other stakeholders.

If the IRS were to find that the Borrower has participated in activities in violation of certain regulations or rulings in any of its Facilities, the tax-exempt status of the Borrower could be jeopardized. Loss of tax-exempt status by the Borrower could result in loss of tax exemption of the Bonds, defaults in covenants regarding the Bonds and other related tax-exempt debt and obligations likely would be triggered. Loss of tax-exempt status also could result in substantial tax liabilities on the income of the Borrower, adversely affecting its ability to pay debt service on the Bonds.

In some cases, the IRS has imposed substantial monetary penalties on tax-exempt organizations in lieu of revoking their tax-exempt status. In those cases, the IRS and tax-exempt organizations have entered into settlement agreements requiring the organization to make substantial payments to the IRS.

In lieu of revocation of exempt status, the IRS may impose a penalty in the form of excise taxes on certain "excess benefit transactions" involving 501(c)(3) organizations and "disqualified persons." An excess benefit transaction is one in which a disqualified person or entity receives more than fair market value from the exempt organization or pays the exempt organization less than fair market value for property or services, or shares the net revenues of the tax-exempt entity. A disqualified person is a person (or an entity) who is in a position to exercise substantial influence over the affairs of the exempt organization during the five years preceding an excess benefit transaction. The statute imposes excise taxes on the disqualified person and any "organization manager" who knowingly participates in an excess benefit transaction. These rules do not penalize the exempt organization itself, so there would be no direct impact on the Borrower or the tax status of the Bonds if an excess benefit transaction were subject to IRS enforcement, pursuant to these "intermediate sanctions" rules.

If the above requirements are not satisfied and interest on the Bonds becomes taxable, the Bonds are subject to mandatory redemption. See “THE BONDS - Redemption” and “BONDHOLDERS’ RISKS – Redemption Prior to Maturity” herein.

See “BONDHOLDERS’ RISKS – Changes in Federal and State Law” herein.

Bond Examinations. IRS officials have recently indicated that more resources will be invested in audits of tax-exempt bonds in the charitable organization sector with specific review of private use. A schedule to the revised Form 990 return (Schedule K), effective for the 2009 tax year and thereafter, is intended to address what the IRS believes is significant noncompliance with recordkeeping and record retention requirements. Schedule K also requires tax-exempt organizations to report on the investment and use of bond proceeds to address IRS concerns regarding compliance with arbitrage rebate requirements and the private use of bond-financed facilities.

State Oversight. Nonprofit corporations, such as the Borrower, are subject to oversight and examination by state attorneys general to ensure their charitable purposes are being carried out, that their fundraising and investment activities comply with state law and that the terms of charitable gifts are followed.

The foregoing are some examples of the challenges and examinations facing nonprofit organizations. They are indicative of a greater scrutiny of the billing, collection and other business practices of these organizations and may indicate an increasingly difficult operating environment for organizations. The challenges and examinations, and any resulting legislation, regulations, judgments, or penalties, could have a material adverse effect on nonprofit organizations, including the Borrower, and may have an adverse effect on the ability of the Borrower to pay debt service on the Bonds.

Risks Related to Tax-Exempt Status of the Bonds

The ongoing tax-exempt status of interest on the Bonds is conditioned, under relevant provisions of the Internal Revenue Code, on compliance by the Borrower with various requirements set forth, inter alia, in Section 145 of the Code, requiring, among other things, that the facilities financed and refinanced with the proceeds of the Bonds be owned throughout the term of the Bonds by a governmental unit or an organization described in Section 501(c)(3) of the Code, and that not more than five percent of the proceeds of the Bonds (inclusive of proceeds applied to defray issuance costs) be applied to any “private business use,” or any use derived from the conduct of an “unrelated trade or business,” within the meaning of Section 513(a) of the Code, or other uses inconsistent with the charitable purposes of the Borrower as an organization described in Section 501(c)(3) of the Internal Revenue Code, all as further provided in applicable statutes, regulations, rulings and decisions. Section 147 of the Code requires, among other things, that the weighted average maturity of the Bonds not exceed 120% of the useful economic life of the facilities financed thereby. Under Section 148 of the Code, detailed requirements are set forth governing the expenditure and investment of proceeds of tax-exempt bonds and other moneys and requiring periodic computations in connection therewith. Moreover, certain “arbitrage” profits, generated from the investment of proceeds of the Bonds or other moneys, must be periodically rebated to the United States Treasury. The Code also imposes other requirements that must be satisfied, including limitations on the use of bond proceeds, limitations on investment of bond proceeds prior to expenditure, and a requirement that the Issuer file certain reports with the IRS. In addition, compliance by the Borrower with the provisions of the Regulatory Agreement is required to maintain the tax-exempt status of interest on the Bonds. Failure to comply with any of such tax requirements could result in the loss of the tax-exempt status of interest on the Bonds to the owners thereof, and such interest could become taxable to such owners retroactive to the date of issuance of the Bonds. See “THE BONDS – Redemption” and “BONDHOLDERS’ RISKS – Redemption Prior to Maturity” herein for a description of the mandatory redemption of the Bonds upon a Determination of Taxability.

The federal tax-exempt status of the Bonds depends upon the Borrower maintaining its status as an organization described in Section 501(c)(3) of the Code. The maintenance of such status is contingent on compliance with general rules promulgated in the Code and related regulations and guidance regarding the organization and operation of tax-exempt entities, including their operation for charitable and educational purposes and their avoidance of transactions which may cause their assets to inure to the benefit of private individuals. See “BONDHOLDERS RISKS – Nonprofit Environment” herein for a further discussion of certain risks related to the Borrower’s status as an organization described in Section 501(c)(3) of the Code and the Borrower’s maintenance of such status.

Tax Related Risks

The Borrower's Facilities are currently not subject to local ad valorem property taxes. There can be no assurances however, that future county assessors may determine that the Borrower's Facilities or any portion of them should be subject to ad valorem property taxes or that future legislation will not subject such facilities to ad valorem property taxes or other similar payments or fees in lieu of property taxes. Moreover, no assurances can be given that the effect of any such prospective property tax payments by the Borrower would not be either adverse or material.

Matters Relating to Enforceability of Agreements

Bondholders shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their obligation, and the pledge of the revenues made pursuant to the Indenture, and of all covenants of the Issuer and the Borrower pursuant to the Loan Agreement and the Indenture, including, but not limited to, the right to a proceeding at law or in equity by suit, action or mandamus to enforce and compel performance of the duties, required by Iowa law and the Indenture, or to obtain the appointment of a receiver to take possession of or operate the Borrower and to perform the duties required by Iowa law and the Loan Agreement.

Enforceability of Remedies and Bankruptcy Proceedings

The practical realization of any rights of the Trustee following a default on the Bonds will depend upon the exercise of various remedies specified in the Indenture and otherwise available under applicable law. The remedies available to the holders of the Bonds, in certain respects, may require judicial action, which is often subject to discretion and delay. Under existing law, including specifically the federal bankruptcy code, certain of the remedies specified in the Indenture may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in the Indenture.

If the security for the Bonds is inadequate for payment in full of the Bonds, bankruptcy proceedings and usual equity principles may also limit any attempt by the Trustee to seek payment from other property of the Borrower, if any.

Bankruptcy proceedings and equity principles may delay or otherwise adversely affect the ability of the Trustee to obtain amounts under the Indenture, the Loan Agreement, the Mortgage or the Bonds. Remedies under the Indenture, the Loan Agreement, and the Mortgage under existing law may not be readily available or may be limited. Also, federal bankruptcy law permits adoption of a reorganization plan even though it has not been accepted by the holders of a majority in aggregate principal amount of the Bonds, if the Bondholders are provided with the benefit of their original lien or the "indubitable equivalent." In addition, if the bankruptcy court concludes that the Bondholders have "adequate protection," it may (a) substitute other security subject to the lien of the Bondholders and (b) subordinate the lien of the Bondholders to (i) claims by persons supplying goods and services to the debtor after bankruptcy, and (ii) to the administrative expenses of the bankruptcy proceeding. The bankruptcy court may also have the power to invalidate certain provisions of the Indenture, including provisions that make bankruptcy and related proceedings by the Borrower an event of default thereunder.

All legal opinions with respect to the enforceability of the Indenture and other financing documents will be expressly subject to a qualification that enforceability thereof may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the rights of creditors generally, and by general principles of equity and public policy.

The obligations of the Borrower to make payments on the Bonds may also not be enforceable to the extent such payments are requested to be made from any assets which are donor-restricted or which are subject to a direct, express or charitable trust which does not permit the use of such assets for such payment. Due to the absence of clear legal precedent in this area, the extent to which the assets of the Borrower constitute assets which are so restricted or subject to such trusts cannot now be determined. The amount of such assets could be substantial.

The Mortgage

The Borrower will execute the Mortgage on the Mortgaged Property to secure its obligations under the Loan Agreement. In the event that there is a default under the Loan Agreement or the Indenture, the Trustee has the right to foreclose on the Mortgage under certain circumstances.

All amounts collected upon foreclosure of the Mortgaged Property pursuant to the Mortgage will be used to pay certain costs and expenses incurred by, or otherwise related to, the foreclosure, the performance of the Trustee in foreclosing the Mortgage, and then to pay amounts owing under the Indenture and the Loan Agreement. See “CERTAIN DEFINITIONS AND SUMMARY OF THE PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGE” in Appendix C.

In the event the Mortgage is actually foreclosed, then, in addition to the customary costs and expenses of operating and maintaining the Facilities, the party or parties succeeding to the interest of the Borrower in the Mortgaged Property (including the Trustee, if the Trustee were to acquire the interest of the Borrower in the Mortgaged Property) could be required to bear certain associated costs and expenses, which could include the cost of complying with federal, state or other laws, ordinances and regulations related to the removal or remediation of certain hazardous or toxic substances; the cost of complying with laws, ordinances and regulations related to health and safety; and the continued use and occupancy of the Facilities, such as the Americans with Disabilities Act; and costs associated with the potential reconstruction or repair of the mortgaged property in the event of any casualty or condemnation.

The Facilities are not comprised of general purpose buildings and generally would not be suitable for industrial or commercial use. Consequently, it will likely be difficult to find a buyer or lessee for the Facilities, and, upon any default, the Trustee may not realize the amount of the outstanding Bonds from the sale or lease of the Facilities in the event of foreclosure.

Any valuation of the Facilities is based on future projections of income, expenses and capitalization rates. Additionally, the value of the Facilities will at all times be dependent upon many factors beyond the control of the Borrower, such as changes in general and local economic conditions, changes in the supply of or demand for competing properties in the same locality, and changes in real estate and zoning laws or other regulatory restrictions. A material change in any of these factors could materially change the value of the Facilities. Any reduction in the market value of the Facilities could adversely affect the security available to the owners of the Bonds. There is no assurance that the amount available upon foreclosure of the Facilities after the payment of foreclosure costs will be sufficient to pay the amounts owing by the Borrower under and pursuant to the Loan Agreement under the Bonds.

In the event of a foreclosure, a prospective purchaser of the Mortgaged Property may assign less value to the Mortgaged Property than the value of the Mortgaged Property while owned by the Borrower since such purchaser may not enjoy the favorable financing rates associated with the Bonds and other benefits. To the extent that buyers whose income is not tax-exempt may be willing to pay less for the mortgaged property than nonprofit buyers, then the resale of the mortgaged property after foreclosure may require more time to solicit nonprofit buyers interested in assuming the financing now applicable to the mortgaged property. In addition, there can be no assurance that the Mortgaged Property could be sold at 100% of its fair market value in the event of foreclosure. Although the Trustee will have available the remedy of foreclosure of the Mortgage in the event of a default (after giving effect to any applicable grace periods, and subject to any legal rights that may operate to delay or stay such foreclosure, such as may be applicable in the event of the Borrower’s bankruptcy), there are substantial risks that the exercise of such a remedy will not result in recovery of sufficient funds to satisfy all the Borrower’s obligations, including the Bonds.

Damage or Destruction

Although the Borrower will be required to obtain certain kinds of insurance as set forth in the Loan Agreement, there can be no assurance that the Borrower will not suffer uninsured losses in the event of damage to or destruction of the Facilities due to fire or other calamity or in the event of other unforeseen calamities. For a further description of the insurance provisions required by the Loan Agreement, see “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT – Provisions Respecting Insurance” in Appendix C.

Management

The Borrower has a Board of Directors who provide the overall management of the Borrower. The continued operation of the Borrower is heavily dependent upon the efforts of its management. Nonprofit senior living providers nationwide are expecting senior management turnover in the next three-to-ten years which may make it more difficult to retain members of the Borrower’s senior management team or to recruit replacements should any members of the management team retire or otherwise cease employment with the Borrower. A lack of qualified professionals for its senior

management team could adversely affect the operating results of the Borrower. For further information, see “Management” in Appendix A.

Absence of Rating

The Bonds are unrated. If an investor attempts to resell Bonds, this absence of a rating could adversely affect the market price and marketability thereof.

Lack of Market for the Bonds

The Bonds will not be listed on a securities exchange or inter-dealer quotation system. Although the Underwriter presently intends to make a market for the Bonds, the Underwriter is not obligated to purchase any of the Bonds in the future, and such market making may be discontinued at any time. There can be no assurance that there will be a secondary market for the Bonds, and the absence of such a market for the Bonds could result in investors not being able to resell their Bonds should they need or wish to do so.

Additional Debt; Existing Indebtedness; Parity Obligations

The Loan Agreement and Indenture permit the Borrower to incur additional indebtedness under certain circumstances, including Additional Bonds that could be issued under the Loan Agreement and Indenture on a parity with the Bonds. Under certain circumstances, such additional debt may be secured by a mortgage on or security interest in certain assets of the Borrower. See “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT — Restrictions as to Incurrence of Additional Indebtedness” and “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS — SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE - Additional Bonds” in Appendix C. Such additional debt could increase the Borrower’s debt service and repayment requirements in a manner which would adversely affect debt service coverage on the Bonds and/or could be secured by assets of the Borrower on a parity with the security granted by the Mortgage.

Amendments to Documents

Certain amendments to the Indenture, the Loan Agreement and the Mortgage may be made without the consent of the holders of the Bonds, and other amendments may be made with the consent of the Trustee and the holders of a majority in aggregate principal amount of all outstanding Bonds (or if less than all of the Bonds then Outstanding are affected thereby, the holders of not less than a majority in aggregate principal amount of the Bonds so affected which are outstanding at such time). Such amendments could affect the security for the Bonds. Certain amendments, however, are not permitted, including (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holders of such Bonds; (b) a reduction in the amount or extension of the time of any payment required to be made to or from the Bond Fund; (c) the creation of any lien prior to or on a parity with the lien of the Indenture, without the consent of the holders of all the Bonds at the time outstanding; (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time Outstanding which would be affected by the action to be taken; (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee; or (f) a modification of the provisions of the bond forms and Article II of the Indenture and the definitions contained in Article I of the Indenture and used in Article II of the Indenture which would adversely affect the right of any holder of the Bonds. See the subcaptions “Supplemental Indentures” and “Amendments to the Loan Agreement or Mortgage” under “DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” in Appendix C.

Malpractice and General Liability Claims

In recent years, the number of general liability suits and the dollar amounts of damage awards have increased nationwide, resulting in substantial increases in insurance premiums, which may have an adverse financial impact on the Borrower. Litigation may also arise against the Borrower from their corporate and business activities, such as its status as an employer. While the Borrower maintains general liability insurance coverage (see “Summary of Insurance Coverage” in Appendix A attached hereto), the Borrower is unable to predict the availability or cost of such insurance in the future. In addition, it is possible that certain types of liability awards may not be covered by insurance as in effect at the relevant times. See “LITIGATION – The Borrower” herein.

Cybersecurity

In the past several years a number of entities have sought to gain unauthorized access to digital systems of large organizations with the intent to misappropriate assets or information, to cause operational disruptions or for other malicious purposes. The Borrower maintains and implements network security measures with respect to its information technology. Despite these protective measures, the Borrower's information technology systems may be vulnerable to breaches, attacks by hackers, computer viruses, physical or electronic break-ins and other similar negative technology events. Such events could lead to the disruption of services to residents, inadvertent disclosure of protected health or financial information of residents or the Borrower or the release of other confidential information. Any such events may have adverse financial impacts on the Borrower's revenues and may have an adverse financial impact on the ability of the Borrower to pay debt service on the Bonds. State and local authorities are also increasingly focused on the importance of protecting the confidentiality of individuals' personal information, including patient health information. Many states have enacted laws requiring businesses to notify individuals of security breaches that result in the unauthorized release of personal information. State consumer protection laws may also provide the basis for legal action for privacy and security breaches and often, unlike HIPAA, authorize a private right of action.

Redemption Prior to Maturity

In considering whether to make an investment in the Bonds, potential investors should consider the information included in this Official Statement under the headings "THE BONDS—Redemption." The Bonds are subject to redemption as set forth under the heading "THE BONDS – Redemption" herein. Moreover, the Bonds may be called for redemption prior to maturity should a Determination of Taxability or certain other events occur, or if all or substantially all of the Facilities are destroyed or taken by condemnation. The effect on Bondholders of such an acceleration or purchase would be similar to that of early redemption at par. See "THE BONDS – Redemption" herein.

Other Risks

The occurrence of any of the following events, or other anticipated events, could adversely affect the operations of the Borrower:

1. Inability to control increases in operating costs, including salaries, wages and fringe benefits, supplies and other expenses, without being able to obtain corresponding increases in revenues.
2. Employee strikes and other adverse labor actions which could result in a substantial increase in expenditures without a corresponding increase in revenues.
3. Adoption of federal, state or local legislation or regulations having an adverse effect on the future operating or financial performance of the Borrower.

LITIGATION

The Issuer

There is not now pending or, to the knowledge of the Issuer, threatened, any litigation against the Issuer seeking to restrain or enjoin the issuance or delivery of the Bonds or questioning or affecting the validity of the Bonds or the proceedings of the Issuer under which they are to be issued. There is not now pending or, to the knowledge of the Issuer, threatened which in any manner questions the right of the Issuer to authorize the Resolution or enter into the Loan Agreement or the Indenture or to secure the Bonds in the manner provided in the Indenture.

The Borrower

There is no action, suit, proceeding, inquiry or investigation at law or in equity to which the Borrower is a party before or by any court, public board or body, presently pending or, to the knowledge of the Borrower, overtly threatened against or affecting the Borrower which would have a material adverse effect on the Borrower. Due to the nature of its business, from time to time the Borrower may be a party in various types of litigation. See "BONDHOLDERS' RISKS - Malpractice and General Liability Claims." The Borrower presently maintains both malpractice and general liability insurance. See "Summary of Insurance Coverage" in Appendix A.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Bonds by the Issuer are subject to the approval of Ahlers & Cooney, P.C., Bond Counsel, Des Moines, Iowa. Certain matters will be passed upon for the Borrower by its counsel, Brown, Winick, Graves, Gross and Baskerville, P.L.C., Des Moines, Iowa, for the Issuer by its counsel, Dorsey & Whitney LLP, and by Dorsey & Whitney LLP, Des Moines, Iowa, Underwriter's Counsel.

The opinions of Bond Counsel and counsel to the Borrower will contain qualifications regarding: (i) limitations on enforceability imposed by bankruptcy and similar laws relating to or affecting creditors' rights generally; (ii) the enforceability of equitable rights and remedies; and (iii) limitations on the enforceability of provisions for indemnification of other parties.

TAX EXEMPTION

In the opinion of Ahlers & Cooney, P.C., Bond Counsel, subject to continuing compliance by the Borrower with certain tax covenants, under existing statutes, regulations, rulings, and court decisions, interest on the Bonds is excluded from gross income for federal income tax purposes. Interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain restrictions on the use and investment of proceeds of the Bonds and causes certain federal income tax consequences to owners of the Bonds. A brief summary of certain provisions of the Code follows. A prospective purchaser of the Bonds should consult his or her tax advisor with respect to applicability of various adverse federal tax consequences that result from ownership of tax-exempt bonds by certain classes of taxpayers.

In order to maintain the exemption from federal income taxes of interest on the Bonds and for no other purpose, the Borrower covenants in the Loan Agreement to comply with the provisions of the Code. Until and unless, and except to the extent in the opinion of Bond Counsel, the following are not necessary to maintain the tax-exempt status of the Bonds, the Borrower covenants, represents and warrants with respect to the Bonds to submit in a timely manner all reports, accounting and information to the Internal Revenue Service, to take whatever action is necessary within its power to assure the continued tax exemption on the Bonds, and to take whatever action is necessary within its power to comply with the applicable law and regulations in order to maintain tax exemption with respect to the Bonds.

The Loan Agreement may be amended without the consent of any owner of the Bonds for the sole purpose of taking action necessary to maintain tax exemption with respect to the Bonds under applicable federal law or regulations.

Furthermore, as heretofore described, the Original Facility is subject to that certain Regulatory Agreement dated as of December 1, 1999 (the "Regulatory Agreement") between the Borrower, the City of Des Moines, Iowa and the Trustee which remains in effect. The Borrower covenants, represents and warrants pursuant to the Regulatory Agreement that at least 20% of the units of said facility must be occupied by individuals or families whose income is 50% or less of area median gross income adjusted for family size as determined under Section 142(d) of the Code. Failure to comply with these requirements could result in the loss of the federal tax exemption of the Bonds retroactive to their date of issuance.

From time to time, legislative proposals are pending in Congress that would, if enacted, alter or amend one or more of the tax matters described herein in certain respects or would adversely affect the market value of the Bonds, or possibly affect the ability of bondholders to treat interest on the Bonds as exempt from federal income taxation. It cannot be predicted whether or in what forms any of such proposals, either pending or that may be introduced, may be enacted and there can be no assurance that such proposals will not apply to the Bonds.

There are many events which could affect the value and liquidity or marketability of the Bonds after their issuance, including but not limited to public knowledge of an audit of the Bonds by the Internal Revenue Service, a general change in interest rates for comparable securities, a change in federal or state income tax rates, legislative or regulatory proposals affecting state and local government securities, and changes in judicial interpretation of existing law.

Section 103 of the Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Borrower has covenanted to comply with certain restrictions designed to assure that interest on the Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being included in federal gross

income, possibly from the date of issuance of the Bonds. The opinions of Bond Counsel assume compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the tax status of interest on the Bonds.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Bondowner's federal, state or local tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Bondowner or the Bondowner's other items of income or deduction. Bond Counsel expresses no opinion regarding any other tax consequences.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Borrower described above. No ruling has been sought from the Internal Revenue Service (the "Service") with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service. The Service has an ongoing program of auditing the tax-exempt status of the interest on tax-exempt obligations. If an audit of the Bonds is commenced, under current procedures the Service is likely to treat the Borrower as the "taxpayer," and the Bondowners would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Bonds, the Borrower may have different or conflicting interests from the Bondowners. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit, regardless of its ultimate outcome.

Except as described above, Bond Counsel expresses no other opinion with respect to any other federal, state or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Bonds. Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations such as the Bonds may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign Borrowers doing business in the United States, S Borrowers with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations.

Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any proposed or pending legislation, regulatory initiatives or litigation.

TAX TREATMENT OF ORIGINAL ISSUE DISCOUNT

If the initial public offering price of the Bonds may be less than the principal amount thereof (hereinafter, the "Discounted Bonds"). The difference between the principal amount payable at maturity of the Discounted Bonds and the initial public offering price of such Discounted Bonds, assuming a substantial amount is first sold at such price (the "Offering Price"), will be treated as "original issue discount." With respect to a taxpayer who purchases a Discounted Bond in the initial public offering at the Offering Price and who holds such Discounted Bond to maturity, the full amount of original issue discount will constitute interest which is excludable from the gross income of the owner of such Discounted Bond for federal and Iowa income tax purposes to the same extent as current interest, and will not be treated as taxable capital gain upon payment of such Discounted Bond upon maturity.

The original issue discount on each of the Discounted Bonds is treated as accruing daily over the term of such Discounted Bond on the basis of a constant yield compounded at the end of each six-month period (or shorter period from the date of original issue). The amount of original issue discount accruing during such period will be added to the owner's tax basis for the Discounted Bonds. Such adjusted tax basis will be used to determine taxable gain or loss upon disposition of the Discounted Bonds (including sale, redemption or payment at maturity). An owner of a Discounted Bond who disposes of it prior to maturity should consult such owner's tax advisor as to the amount of original issue

discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discounted Bond prior to maturity.

Owners who purchase Discounted Bonds in the initial public offering but at a price different than the Offering Price or who do not purchase Discounted Bonds in the initial public offering should consult their tax advisors with respect to the tax consequences of the ownership of such Discounted Bonds.

Owners of Discounted Bonds should consult their own tax advisors with respect to the state and local tax consequences of owning the Discounted Bonds. It is possible that under the applicable provisions governing the determination of state or local income taxes, accrued original issue discount on the Discounted Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment until a later year.

ORIGINAL ISSUE PREMIUM

Any amount equal to the excess of the purchase price of the Bonds over the principal amount payable at maturity of the Bonds constitutes amortizable bond premium that may not be deducted for federal income tax purposes. A purchaser of such a Bond must amortize any premium over such Bond's term using constant yield principles, based on the Bond's yield to maturity. As bond premium is amortized, the purchaser's basis in such Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to such purchaser. This reduction will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on the sale or disposition of such Bond prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of any Bond at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the federal, state and local tax consequences of owning such Bond.

QUALIFIED TAX-EXEMPT OBLIGATIONS

The Bonds will be designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

FINANCIAL STATEMENTS

The financial statements of the Borrower as of and for the years ended December 31, 2020 and 2019, included in Appendix B to this Official Statement, have been audited by RSM US LLP, Des Moines, Iowa, independent auditors, as stated in their report dated April 28, 2021.

Because the financial statements of the Borrower are not presented separately from the financial statements of Luther Park Health Center and Luther Care Services, the complete financial statements of the Borrower, Luther Park Health Center and Luther Care Services are included as Appendix B to this Official Statement. As noted herein, the Bonds are payable solely from payments made by the Borrower pursuant to the Loan Agreement. NEITHER LUTHER PARK HEALTH CENTER NOR LUTHER CARE SERVICES ARE OBLIGATED WITH RESPECT TO THE BONDS.

UNDERWRITING

Northland Securities, Inc. (the "Underwriter") has agreed to purchase the Bonds at an aggregate purchase price of \$_____ (reflecting an underwriter's discount of ____%) pursuant to a Bond Purchase Agreement (the "Bond Purchase Agreement") entered into by and among the Issuer, the Borrower and the Underwriter. The Bond Purchase Agreement provides that the Underwriter shall purchase all of the Bonds, if any Bonds are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement. The initial public offering prices set forth on the cover of this Official Statement may be changed from time to time by the Underwriter. Concessions from the initial public offering price may be allowed to selected dealers and certain special purchasers. The Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public. The Borrower has agreed to indemnify the Underwriter and the Issuer against certain liabilities, including certain liabilities under federal and state securities laws.

The Bonds will not be listed on any securities exchange or inter-dealer quotation system. The Underwriter has advised the Borrower that it presently intends to make a market in the Bonds. However, the Underwriter is not required to engage in such market making, and such market making, if commenced, may be discontinued at any time without notice.

CONTINUING DISCLOSURE

In order to permit the Underwriter and other participating underwriters in the primary offering of the Bonds to comply with paragraph (b)(5) of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “Rule”), the Borrower will covenant and agree, for the benefit of the registered holders or beneficial owners from time to time of the outstanding Bonds, to provide annual reports of specified information and notice of the occurrence of certain events, if material, as hereinafter described (the “Disclosure Covenants”). The information to be provided on an annual basis, the events as to which notice is to be given, if material, other provisions of the Disclosure Covenants, including termination, amendment and remedies, are set forth in Appendix E to this Official Statement.

Breach of the Disclosure Covenants will not constitute a default or an “Event of Default” under the Bonds, the Indenture or the Loan Agreement. A broker or dealer is to consider a known breach of the Disclosure Covenants, however, before recommending the purchase or sale of the Bonds in the secondary market. Thus, a failure on the part of the Borrower to observe the Disclosure Covenants may adversely affect the transferability and liquidity of the Bonds and their market price.

During the previous five years, the Borrower did not timely file annual operating data for its fiscal year ended December 31, 2019, did not timely file certain annual operating data for its fiscal year ended 2016 and did not file notice of its failure to provide the aforementioned information on or before the date specified in its prior continuing disclosure undertakings.

RELATIONSHIPS AMONG THE PARTIES

In connection with the issuance of the Bonds, Dorsey & Whitney LLP is acting as Underwriter’s Counsel and Issuer Counsel and the attorneys or law firms identified under the heading “LEGAL MATTERS” are acting as counsel to the Borrower and Bond Counsel. In other transactions not related to the Bonds, each of these attorneys or law firms may have acted, or be acting, as Bond Counsel and/or may have represented, or be representing, the Issuer, the Borrower, the Underwriter or their affiliates in capacities different from those described under “LEGAL MATTERS.” There are and will be no limitations imposed as a result of the issuance of the Bonds on the ability of any of these firms or attorneys to represent any of these parties, or to act as bond counsel, in any present or future transactions. Furthermore, the Issuer, the Borrower and the Underwriter and their affiliates are not limited in engaging in future business transactions together or in any combination with each other. Potential purchasers of the Bonds should not assume that the Issuer, the Borrower and the Underwriter, or their respective counsel, or Bond Counsel, have not previously engaged in, are not presently engaged in, or will not after the issuance of the Bonds engage in, other transactions with each other or with any affiliates of any of them, and no assurance can be given that there are or will be no past, present or future relationships or transactions between or among any of these parties or these attorneys or law firms.

MISCELLANEOUS

The references herein to the Act, the Indenture, the Loan Agreement, the Mortgage and the Regulatory Agreement are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to the Act, the Indenture and the Loan Agreement. Copies of the documents mentioned under this heading are on file at the offices of the Underwriter and following delivery of the Bonds will be on file at the principal corporate trust office of the Trustee.

Neither any advertisement of the Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

The attached Appendices A, B, C, D and E are integral parts of this Official Statement and must be read together with all of the foregoing statements.

The Issuer has not participated in the preparation of this Official Statement or the Appendices hereto and assumes no responsibility for the sufficiency, completeness or accuracy thereof, except for the information relating to the Issuer contained herein under the captions “INTRODUCTION — The Issuer and “LITIGATION - The Issuer.”

Luther Park Apartments, Inc.

By: _____
John Rieke, Chief Executive Officer

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX A

**INFORMATION CONCERNING
LUTHER PARK APARTMENTS, INC.**

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX A

THE CORPORATION AND ITS FACILITIES

General

Luther Park Apartments, Inc. (the “Corporation”) is an Iowa non-profit corporation originally organized in 1977 for the purpose of building a facility to provide elderly persons with low-income housing. The Corporation constructed 106 units of low-income housing on the east side of the City of Des Moines, Iowa (the “City”) in 1978, and the units were fully occupied by October of 1979 (the “Original Facility”). The construction of an additional 3-story, 47-unit facility, located adjacent to the Original Facility, known as Rose Glen at Luther Park (“Rose Glen”), was completed in 2004 (collectively, the “Luther Park Apartments”).

Luther Care Services, an Iowa non-profit corporation originally organized in 1975 (“Luther Care Services”), provides the necessary administrative functions for the Corporation, including providing technical support for accounting staff to manage all financial aspects of the Corporation. Those responsibilities include payroll disbursement, tax and deposit duties, financial statement preparation, trade accounts payable preparation, accounts receivable preparation, cost reporting for the facilities and audit statement preparation. Luther Care Services also provides similar services for another affiliated entity, Luther Park Health Center, Inc., and receives an annual management fee from all affiliated entities.

The Series 2021 Bonds are secured by all net revenues of the Corporation, together with a mortgage on the land on which the two Luther Park Apartments facilities are located, but none of the revenues or assets of Luther Care Services or Luther Park Health Center, Inc. are pledged as collateral for the Series 2021 Bonds.

Luther Park Apartments

The Luther Park Apartments currently consist of 146 units, including 3 two bedroom, two bath units and 96 one-bedroom, one bath units in the Original Facility and 6 one bedroom, one bath units, 21 one-bedroom, one-bath units with a den, and 20 two-bedroom, two-bath units in Rose Glen. Units in the Original Facility include the following amenities: laundry rooms and security, a central dining area, scheduled transportation, recreational activities and programs, salon, exercise room, free off-street parking, a library (with Internet and e-mail access) and all utilities paid (except for telephone). Rose Glen includes the following services and features: maintenance services, social programs, a security system, available garages, lounges on each floor, exercise room, free off-street parking, a library (with internet and e-mail access), all utilities paid (except for telephone) and appliances such as stove, refrigerator, dishwasher and microwave. Both the Original Facility and Rose Glen are located adjacent to the nursing facility owned by Luther Park Health Center, Inc. known as Trinity Center at Luther Park (the “Health Center”).

Affiliated Entities

None of the affiliated entities described below are obligated with respect to the Bonds, and neither the facilities described below or their revenues are pledged to the payment of the Bonds.

Trinity Center

Trinity Center is located at 1555 Hull Avenue in the City of Des Moines, Iowa and is owned by Luther Park Health Center, Inc. Both Luther Park Apartments facilities are adjacent to Trinity Center. Trinity Center is a two-story block, cement and brick structure comprising approximately 50,000 square feet. There are 60 beds on the first floor consisting of 24 private rooms and 18 semi-private rooms. There are also 60 beds on the second floor, consisting of 24 private rooms and 18 semi-private rooms. The 60 first-floor beds currently are licensed CCDI units. The 60 second-floor beds are currently in compliance with CCDI licensure requirements; however, at this time, the Corporation has elected not to pursue CCDI licensure for the 60 second-floor beds. The entire facility is dually certified for Medicaid and Medicare for a total of 120 beds each.

The resident service areas are located on the first floor, including laundry, dietary, housekeeping, social services, administration and human services.

Social service programs are provided by one full-time social worker. There are also six full-time staff members who lead activities to stimulate the residents’ physical and mental abilities. In addition, Luther Park Health Center, Inc. has contracted services through a number of third party providers to provide a variety of services to residents, including

(but not limited to) physical, occupational and speech therapy, clinical laboratory services and certain pharmaceutical services.

The Gardens at Luther Park

The Gardens at Luther Park is located at 2910 East 16th Street in the City and is owned by Luther Park Health Center, Inc. The Gardens at Luther Park consist of a three-story senior housing facility with 70 apartments. The Gardens at Luther Park is located adjacent to the Health Center.

There are 44 apartments on the first two floors that can serve as assisted living units. Fees are based upon rent and health care services that are customized by the resident, i.e. meals, housekeeping, medication, etc. The third floor has 26 apartments dedicated to Dementia and Alzheimer's assisted living care. All units are assumed to have single occupants but can accommodate a second person, generally a spouse. There are additional charges for a second occupant in any unit.

Transportation to medical appointments is furnished at no charge. There are other services (for example, beautician services) provided for a fee. Activities and chaplainry are furnished at no additional charge.

Fees and Charges

Fees and charges are established by the Corporation and are reviewed annually.

Current monthly rents are as follows for units in the Original Facility:

<u>NO. OF UNITS</u>	<u># OF SQ. FT.</u>	<u>MONTHLY RENT</u>
90	575	\$950
6	575	\$990
3	1150	\$1,630

Current monthly rents are as follows for units in Rose Glen:

<u>NO./TYPE OF UNITS</u>	<u># OF SQ. FT.</u>	<u>MONTHLY RENT</u>
6 1BR/1BA	776-791	\$1,335
21 2BR/1BA with den	1,002-1,063	\$1,735
20 2BR/2BA	1,046-1,072	\$1,765

Occupancy

The following table shows the historical occupancy of the Luther Park Apartments for the years ending December 31, 2017 through 2020 and for the ten-month period ending October 31, 2021.

<u>Number of Units</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>10/31/2021</u>
146	97.6%	92.9%	93.3%	84.0%	89.7%

Service Area and Competition

The Luther Park Apartments are located in the City of Des Moines, Iowa. The City has an estimated population of 203,433¹, and the City's metropolitan area has a population of approximately 606,475¹. The City is the county seat of Polk County and the capital of the State of Iowa and is located at the intersection of Interstate 80 and Interstate 35.

¹ U.S. Census Bureau – Population Estimates Program

The Corporation's primary service area has a number of other independent senior housing facilities. The following list identifies other independent senior housing facilities in the primary service area of Luther Park Apartments, which independent senior housing facilities represent the principal competition for Luther Park Apartments, number of units and occupancy statistics:

<u>Facility</u>	<u>Distance from Luther Park Apartments</u>	<u>No. of Units</u>
Luther Park Apartments	-	146
Des Moines, Iowa		
Valley View Village	2.0 miles	87
Des Moines, Iowa		
Ramsey Village	5.5 miles	10
Des Moines, Iowa		
Calvin Community	5.7 miles	66
Des Moines, Iowa		
Scottish Rite Park	5.7 miles	160
Health Care Center		
Des Moines, Iowa		
Wesley Acres	6.1 miles	117
Des Moines, Iowa		
3801 Grand Retirement Campus	6.2 miles	34
Des Moines, Iowa		
Mill Pond Retirement Community	9.8 miles	125
Ankeny, Iowa		

Personnel and Staffing

As of November 1, 2021, the Corporation reported the distribution of full-time employees by type of job category as follows:

<u>Job Category</u>	<u>Full-Time Employees</u>
Administrator	1
Maintenance	2
Housekeeper	1

The Corporation currently has two part-time employees. None of the Corporation's employees have any union affiliation. The Corporation has not experienced any significant difficulties in recruiting or retaining necessary staff to meet the needs of the Luther Park Apartments residents.

Management

Management direction of the Corporation's facilities is provided by a Board of Directors comprised of not less than 9 nor more than 15 members.

The current members of the Corporation's Board of Directors, the years in which their current terms of office expire and their occupations are as follows:

<u>Board Member</u>	<u>Term Expires</u>	<u>Occupation</u>
Duane Miller, Chair	2022	Interim Pastor, Zion Lutheran Church
Tim Bratvold, Vice Chair	2024	Director of Business Development, Estes Construction
Paul Brown, Secretary	2023	Business Liaison & Attorney Mgmt, Wells Fargo
Christopher Lee	2022	VP of Administration & Finance, Grandview University
Paul Rogness	2024	Retired
Tira Mays, Treasurer	2022	Gov't Programs Coordinator, Broadlawns Medical Center
Gail Nielsen	2023	Consultant for various health care organizations
Kally Probasco	2023	Consultant

Casey Smith	2024	Funeral Director, McLaren’s Resthaven Chapel
Harlan Christensen, Resident	2021	Retired

Administration

John Rieke, Chief Executive Officer

Mr. Rieke has Bachelor Degrees in Accounting and Health Care Administration from Concordia College in Moorhead, Minnesota. He has a Master’s Degree in Health Care Administration from the University of Minnesota in Minneapolis, Minnesota. He has served as a senior executive in the health care industry for over 36 years. Mr. Rieke has been with Luther Care Services and its affiliated companies since June of 2020 serving as its Chief Executive Officer.

Nick Miller, Chief Financial Officer

Mr. Miller has Bachelor Degrees in Organizational Management and Accounting from the University of Northern Iowa in Cedar Falls, Iowa. He was in Public Accounting for over six years and private industry for over twenty-five years. Mr. Miller has been with Luther Care Services and its affiliated companies since May of 2011.

Marisa Nicholaison, Director of Independent Living of Luther Park Apartments & Rose Glen Apartments

Marisa Nicolaisen is Luther Park Apartment’s Director of Independent Living. Marisa graduated from Iowa State University in 2007 with a Bachelor’s Degree in Human Services. For three years after college, she managed a community living department of a non-profit facility for disabled adults. She worked for a tax-credit property management company for seven and a half years doing resident services and programming. In August of 2020, Marisa started in her current Director position with Luther Park Apartments. Since she has been on staff, occupancy has increased approximately 19%.

Selected Financial Data

The following table sets forth selected financial data of the Corporation. The data for the years ended December 31, 2019 and 2020, are derived from the Combined Financial Report of Luther Care Services and Affiliated Entities which have been audited by RSM US LLP, independent auditors. The selected data for the nine-month periods ending September 30, 2020 and September 30, 2021, are unaudited and have been provided by the Corporation. Operating results for the nine-month period ending September 30, 2021, are not necessarily indicative of the results that may be expected for the fiscal year ended December 31, 2021 or future results. The Selected Financial data should be read in conjunction with the Combined Financial Report, related notes and other financial information included elsewhere in this Official Statement:

<u>Statement of Operations</u>	<u>Fiscal Year</u> <u>Ending December 31</u> (audited)		<u>Nine-Month Period</u> <u>Ending September 30</u> (unaudited)	
	<u>2019</u>	<u>2020</u>	<u>2020</u>	<u>2021</u>
Rental Income	\$1,828,912	\$1,699,479	\$1,283,477	\$1,280,375
Total Revenues				
Housing Services	1,728,359	1,731,285	1,294,380	1,248,238
Total Expenses				
Income (Loss) from Operations	100,553	(31,806)	(10,903)	32,137
Non Operating Gains (Losses)				
Investment Income				
Interest	51,324	31,884	25,498	16,212
Gains (Losses) on Investments				
Gift Income	-0-	-0-	-0-	200
Total Non-Operating Gains (Losses)	51,324	31,884	25,498	16,412
Excess (deficiency) of Revenue and Gains Over Expenses	151,877	78	14,595	48,549
Add:				
Depreciation and Amortization	449,648	464,683	348,841	346,596
Interest	313,802	293,524	221,321	215,280
Revenue available for debt service from operations	\$915,327	\$758,285	\$584,757	\$610,425
BALANCE SHEET:				
Total Current Assets	\$2,179,263	\$2,290,347	\$2,561,315	\$2,459,576
Assets Whose Use is Limited, long term	285,000	285,000	285,007	285,034
Net Property and Equipment	5,626,303	5,283,478	5,373,769	5,215,815
Total Assets	8,090,566	7,858,825	8,220,091	7,960,425
Total Current Liabilities	512,082	557,831	617,688	601,558
Long-term Debt	6,517,260	6,239,692	6,526,584	6,249,016
Net Assets, unrestricted	1,061,224	1,061,302	1,075,819	1,109,851
Total Liabilities and Net Assets	\$8,090,566	\$7,858,825	\$8,220,091	\$7,960,425

Luther Park Apartments – Coverage Analysis

	<u>2019</u>	<u>2020</u>	<u>September 30,</u> <u>2021</u>
Increase/Decrease in Net Assets	\$151,877	\$78	\$48,549
Add Back:			
Interest Expense	313,802	293,524	215,280
Depreciation Expense	449,648	464,683	346,596
Net Available for D/S	\$915,327	\$758,285	\$610,425
Pro Forma Maximum Annual Debt Services on 2021 Bonds	\$530,073	\$530,073	\$397,555
Coverage	1.73	1.43	1.54

Management's Discussion of Financial Performance

Fiscal Years Ending December 31, 2019 and 2020:

Results of Operations

For the fiscal years ending December 31, 2019 and 2020, there is a reversal from net income to net loss as margins were negatively affected due to the pandemic. The Corporation produced operating margins of 5.50% and -1.87%, for fiscal years 2019 and 2020, respectively.

Revenues totaled \$1,828,912 and \$1,699,479 for the fiscal years ending December 31, 2019 and 2020, respectively. This decrease of 7.08% was primarily due to lower occupancy due to the pandemic.

Expenses totaled \$1,728,359 and \$1,731,285 for the fiscal years ending December 31, 2019 and 2020, respectively. This slight increase reflects the higher than normal costs in the prior year due to the increased use of contract labor for unit preparation after move-outs, in addition to some unusual, one-time repair costs.

Nine-Month Periods Ending September 30, 2020 and 2021:

Results of Operations

For the nine-month periods ending September 30, 2020 and 2021, net income rebounded due to reduced expenses. The Corporation produced operating margins of -0.85% and 2.51%, for the nine-month periods ending September 30, 2020 and 2021, respectively.

Revenues totaled \$1,283,477 and \$1,280,375 for the nine-month periods ending September 30, 2020 and 2021, respectively. This decrease of 0.24% was primarily due to the slight decrease in occupancy overall in the two buildings.

Expenses totaled \$1,294,380 and \$1,248,238 for the nine-month periods ending September 30, 2020 and 2021, respectively. This decrease of 3.56% was primarily due to a reduction in Payroll, Contract Services and Building and Equipment Repairs and Maintenance. Both Payroll and Contract Services costs were lower due to costs incurred in 2020 responding to the COVID-19 Pandemic threat to congregate settings. Building and Equipment Repairs and Maintenance costs were lower in 2021 due to both fewer expensive repairs and also better cost containment when repairs were needed.

Liquidity and Capital Structure

Total cash and investments increased from December 31, 2018 to December 31, 2020.

Capital structure as measured by long-term debt to total capitalization improved during the three-year period due to better expense containment. No new long-term debt was issued during the three-year period.

Summary of Insurance Coverage

Luther Care Services and its affiliated corporations, including the Corporation, presently maintain property insurance of over \$37 million, with a \$10,000 deductible and 80-100% coinsurance on all properties (100% coinsurance applies on properties owned by Luther Park Apartments). Luther Care Services and its affiliated corporations, including the Corporation, also maintain business income and expense insurance. Luther Care Services and its affiliated corporations, including the Corporation, maintain general liability insurance of \$1,000,000 per occurrence and \$3,000,000 in aggregate with a zero deductible. Luther Care Services and its affiliated corporations, including the Corporation, also maintain Director's and Officer's liability insurance of \$1,000,000 per occurrence and \$1,000,000 in aggregate. In addition, Luther Care Services and its affiliated corporations, including the Corporation, have insurance coverage for employee crime, computer equipment, boiler and business auto insurance.

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX B

COMBINED FINANCIAL STATEMENTS

OF

LUTHER PARK APARTMENTS, INC., LUTHER HEALTH CENTER, INC. AND LUTHER CARE SERVICES

Because the financial statements of the Borrower are not presented separately from the financial statements of Luther Park Health Center and Luther Care Services, the complete financial statements of the Borrower, Luther Park Health Center and Luther Care Services are included as Appendix B to this Official Statement. As noted herein, the Bonds are payable solely from payments made by the Borrower pursuant to the Loan Agreement. NEITHER LUTHER PARK HEALTH CENTER NOR LUTHER CARE SERVICES ARE OBLIGATED WITH RESPECT TO THE BONDS.

(THIS PAGE INTENTIONALLY LEFT BLANK)

Luther Care Services and Affiliated Entities

Combined Financial Report
December 31, 2020

Contents

Independent auditor's report	1-2
Financial statements	
Combined balance sheets	3-6
Combined statements of operations	7-8
Combined statements of cash flows	9-12
Notes to combined financial statements	13-24

Independent Auditor's Report

RSM US LLP

Board of Directors
Luther Care Services and Affiliated Entities

Report on the Financial Statements

We have audited the accompanying combined financial statements of Luther Care Services and Affiliated Entities (the Corporations), which comprise the combined balance sheets as of December 31, 2020 and 2019, the related combined statements of operations and cash flows for the years then ended, and the related notes to the combined financial statements (collectively, financial statements).

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Luther Care Services and Affiliated Entities as of December 31, 2020 and 2019, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements taken as a whole. The additional information for Luther Care Services, Luther Park Health Center, Inc. and Luther Park Apartments, Inc. presented on the combined balance sheet as of December 31, 2020, and the combined statements of operations and cash flows and the related eliminating entries for the year then ended is presented for the purpose of additional analysis rather than to present the financial position and the results of operations of the individual entities, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The combining information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

RSM VS LLP

Des Moines, Iowa
April 28, 2021

Luther Care Services and Affiliated Entities

Combined Balance Sheets

December 31, 2020 with Combined Total for 2019

	Luther Care Services	Luther Park Health Center, Inc.
Assets		
Current assets:		
Cash and cash equivalents	\$ 286,033	\$ 2,727,100
Current portion of assets whose use is limited	-	522,494
Resident and patient receivables	-	920,555
Inventories	-	28,352
Prepaid expenses and other assets	19,969	65,935
Due from affiliate	378,705	-
Total current assets	684,707	4,264,436
Assets whose use is limited, long-term, cash and cash equivalents	-	478,008
Property and equipment	2,256,312	25,470,024
Less accumulated depreciation	462,161	13,659,872
Total property and equipment	1,794,151	11,810,152
Other assets:		
Rental property, net of accumulated depreciation		
2020 \$238,776; 2019 \$214,909	530,845	-
Land held for future development	971,390	-
Total other assets	1,502,235	-
Totals	\$ 3,981,093	\$ 16,552,596

See notes to combined financial statements.

2020			2019
Luther Park Apartments, Inc.	Eliminating Entries	Combined Balances	Combined Balances
\$ 1,649,512	\$ -	\$ 4,662,645	\$ 3,899,156
363,254	-	885,748	813,969
1,019	-	921,574	1,186,266
-	-	28,352	14,000
6,562	-	92,466	85,019
270,000	(648,705)	-	-
2,290,347	(648,705)	6,590,785	5,998,410
285,000	-	763,008	764,609
12,680,775	-	40,407,111	39,913,170
7,397,297	-	21,519,330	20,304,519
5,283,478	-	18,887,781	19,608,651
-	-	530,845	419,698
-	-	971,390	971,390
-	-	1,502,235	1,391,088
\$ 7,858,825	\$ (648,705)	\$ 27,743,809	\$ 27,762,758

Luther Care Services and Affiliated Entities

Combined Balance Sheets (Continued)

December 31, 2020 with Combined Total for 2019

	Luther Care Services	Luther Park Health Center, Inc.
Liabilities and Net Assets without Donor Restrictions		
Current liabilities:		
Current maturities of long-term debt	\$ 42,084	\$ 440,000
Accounts payable	53,448	273,808
Accrued interest payable	-	126,782
Accrued expenses	86,931	512,695
Security deposits	-	98,300
Due to affiliate	270,000	309,248
Total current liabilities	452,463	1,760,833
Long-term debt, less current maturities and bond issue costs net of accumulated amortization	21,042	10,511,994
Commitments and contingencies (Notes 10 and 11)		
Net assets without donor restrictions	3,507,588	4,279,769
Totals	\$ 3,981,093	\$ 16,552,596

2020			2019
Luther Park Apartments, Inc.	Eliminating Entries	Combined Balances	Combined Balances
\$ 290,000	\$ -	\$ 772,084	\$ 715,000
29,526	-	356,782	439,096
23,656	-	150,438	154,238
13,287	-	612,913	450,335
131,905	-	230,205	279,123
69,457	(648,705)	-	-
557,831	(648,705)	2,122,422	2,037,792
6,239,692	-	16,772,728	17,449,402
1,061,302	-	8,848,659	8,275,564
\$ 7,858,825	\$ (648,705)	\$ 27,743,809	\$ 27,762,758

Luther Care Services and Affiliated Entities

Combined Statements of Operations

December 31, 2020 with Combined Total for 2019

	Luther Care Services	Luther Park Health Center, Inc.
Revenue:		
Net resident healthcare revenue	\$ -	\$ 12,454,655
CARES Act Provider Relief Funds	-	877,661
Resident rental income	-	-
Contributions	22,742	1,740,000
Paycheck Protection Program grant income	1,841,474	-
Other revenue	970,924	51,674
Total revenue	2,835,140	15,123,990
Expenses:		
Program:		
Patient services, nursing care	-	14,716,131
Housing services	-	-
Administrative	2,715,773	-
Total expenses	2,715,773	14,716,131
Operating income (loss)	119,367	407,859
Nonoperating gains:		
Investment income	4,123	23,545
Rental income, net	18,123	-
Total nonoperating gains	22,246	23,545
Increase in net assets without donor restrictions	141,613	431,404
Net assets without donor restrictions, beginning of year	3,365,975	3,848,365
Net assets without donor restrictions, end of year	\$ 3,507,588	\$ 4,279,769

See notes to combined financial statements.

2020			2019
Luther Park Apartments, Inc.	Eliminating Entries	Combined Balances	Combined Balances
\$ -	\$ -	\$ 12,454,655	\$ 14,095,837
-	-	877,661	-
1,699,479	-	1,699,479	1,828,912
-	(1,740,000)	22,742	17,003
-	-	1,841,474	-
-	(970,924)	51,674	69,862
1,699,479	(2,710,924)	16,947,685	16,011,614
-	(798,196)	13,917,935	13,086,078
1,731,285	(172,728)	1,558,557	1,578,120
-	(1,756,200)	959,573	1,054,266
1,731,285	(2,727,124)	16,436,065	15,718,464
(31,806)	16,200	511,620	293,150
31,884	(16,200)	43,352	82,979
-	-	18,123	44,642
31,884	(16,200)	61,475	127,621
78	-	573,095	420,771
1,061,224	-	8,275,564	7,854,793
\$ 1,061,302	\$ -	\$ 8,848,659	\$ 8,275,564

Luther Care Services and Affiliated Entities

Combined Statements of Cash Flows

December 31, 2020 with Combined Total for 2019

	Luther Care Services	Luther Park Health Center, Inc.
Cash flows from operating activities:		
Increase in net assets without donor restrictions	\$ 141,613	\$ 431,404
Adjustments to reconcile increase in net assets without donor restrictions to net cash provided by operating activities:		
Depreciation and amortization	96,159	903,025
Amortization of original issue discount	-	1,193
Loss on disposal of property and equipment	-	52,471
Changes in operating assets and liabilities:		
Resident and patient receivables	-	248,846
Inventories	-	(14,352)
Prepaid expenses and other assets	(3,281)	(3,119)
(Due to) due from affiliates, net	(66,136)	34,431
Accounts payable	24,202	(116,599)
Accrued expenses	43,162	114,737
Security deposits	-	(42,000)
Net cash provided by operating activities	235,719	1,610,037
Cash flows from investing activities, purchase of property and equipment	(171,547)	(594,551)
Cash flows from financing activities:		
Principal payments on long-term debt	-	(435,000)
Proceeds from long-term debt	63,126	-
Net cash provided by (used in) financing activities	63,126	(435,000)
Net increase in cash, cash equivalents and assets whose use is limited	127,298	580,486
Cash, cash equivalents and assets whose use is limited:		
Beginning	158,735	3,147,116
Ending	\$ 286,033	\$ 3,727,602

(Continued)

2020			2019
Luther Park Apartments, Inc.	Eliminating Entries	Combined Balances	Combined Balances
\$ 78	\$ -	\$ 573,095	\$ 420,771
464,683	-	1,463,867	1,471,855
-	-	1,193	1,193
-	-	52,471	116,092
15,846	-	264,692	(321,296)
-	-	(14,352)	10,290
(1,047)	-	(7,447)	36,364
31,705	-	-	-
10,083	-	(82,314)	155,418
879	-	158,778	(200,459)
(6,918)	-	(48,918)	4,981
515,309	-	2,361,065	1,695,209
(109,426)	-	(875,524)	(253,473)
(280,000)	-	(715,000)	(695,000)
-	-	63,126	-
(280,000)	-	(651,874)	(695,000)
125,883	-	833,667	746,736
2,171,883	-	5,477,734	4,730,998
\$ 2,297,766	\$ -	\$ 6,311,401	\$ 5,477,734

Luther Care Services and Affiliated Entities

Combined Statements of Cash Flows (Continued) December 31, 2020 with Combined Total for 2019

	Luther Care Services	Luther Park Health Center, Inc.
Supplemental disclosures of cash flow information:		
Cash payments of interest	<u>\$ 16,200</u>	<u>\$ 518,677</u>
The following table provides a reconciliation of cash, cash equivalents and assets whose use is limited reported within the combined balance sheets that sum to the total of the same such amounts shown in the combined statements of cash flows:		
Cash and cash equivalents	\$ 286,033	\$ 2,727,100
Current portion of assets whose use is limited	-	522,494
Assets whose use is limited, long term: cash and cash equivalents	<u>-</u>	<u>478,008</u>
Total cash, cash equivalents and assets whose use is limited	<u>\$ 286,033</u>	<u>\$ 3,727,602</u>

See notes to combined financial statements.

2020			2019
Luther Park Apartments, Inc.	Eliminating Entries	Combined Balances	Combined Balances
<u>\$ 294,142</u>	<u>\$ (16,200)</u>	<u>\$ 812,819</u>	<u>\$ 830,102</u>
\$ 1,649,512	\$ -	\$ 4,662,645	\$ 3,899,156
363,254	-	885,748	813,969
285,000	-	763,008	764,609
<u>\$ 2,297,766</u>	<u>\$ -</u>	<u>\$ 6,311,401</u>	<u>\$ 5,477,734</u>

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 1. Significant Accounting Policies

Nature of business: The combined financial statements (collectively, the financial statements) of Luther Care Services and Affiliated Entities consist of the following nonprofit corporations located in Des Moines, Iowa:

Luther Care Services provides the necessary administrative, management, and accounting functions of each entity within the affiliation. Luther Care Services also owns and operates rental property to third parties, and to affiliates.

Luther Park Health Center, Inc. (the Health Center) provides nursing facilities and services to the elderly. The nursing care facility operation consists of 120 intermediate care beds, of which half of these are dedicated to caring for Alzheimer's and dementia patients and a 70 unit assisted living facility.

Luther Park Apartments, Inc. (the Apartments) currently provides 146 apartments for housing and services to the elderly.

Basis of combination: The financial statements include the accounts of Luther Care Services, Luther Park Health Center, Inc. and Luther Park Apartments, Inc. (the Corporations). All material transactions between the Corporations have been eliminated. Financial statements are presented because the corporations share common management and the objectives of providing housing and healthcare to the senior population in Des Moines, Iowa.

Use of estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Concentrations of credit risk: The Corporations maintain checking and savings account balances at a bank, which, at times, may exceed federally insured limits. The Corporations have not experienced any losses in such accounts.

Cash and cash equivalents: For purposes of reporting the statements of cash flows, cash and cash equivalents include cash and highly liquid money market accounts with an original maturity of three months or less.

Inventories: Inventories are stated at the lower of cost or net realizable value based on the first-in, first-out method.

Assets whose use is limited: Assets limited as to use primarily include security deposits and assets held by trustees under bond indenture agreements. Amounts available to satisfy current liabilities have been reclassified to current assets in the combined balance sheets at both December 31, 2020 and 2019.

Property and equipment: Property and equipment are stated at cost. Depreciation is provided for on the straight-line method over the estimated useful lives of the assets.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 1. Significant Accounting Policies (Continued)

The Corporations review their property and equipment for impairment whenever events or changes in circumstances indicate that the carrying value of such property may not be recoverable. Recoverability is measured by a comparison of the carrying amount of the property and equipment to the future undiscounted cash flow expected to be generated by the property and equipment and any estimated proceeds from eventual disposition. If the property and equipment is considered to be impaired, the impairment to be recognized is measured at the amount by which the carrying amount of the property and equipment exceeds the fair value of such property.

Rental property: Rental property is stated at cost less depreciation, which is provided for on the straight-line method over the estimated useful lives of the assets.

Land held for future development: Land held for future development is recorded at the lower of cost or market.

Bond issue costs: Expenses directly related to the issuance of bonds are being amortized over the term of the related debt using the straight-line method, which approximates the effective interest method and are presented in the balance sheets as a direct deduction from the carrying amount of the long-term debt.

Revenue recognition: The Company recognizes revenue in accordance with *FASB Accounting Standards Codification* (ASC) Topic 606, Revenue from Contracts with Customers, which provides a five-step model for recognizing revenue from contracts with customers as follows: (1) identify the contract; (2) identify the performance obligations; (3) determine the transaction price; (4) allocate the transaction price; and (5) recognize revenue. Revenue is recognized when promised goods or services are transferred to the residents in an amount that reflects the consideration expected in exchange for those goods or services.

Resident healthcare revenue

Resident healthcare revenue is derived from providing healthcare services to residents in its long-term care facilities and is reported at the amount that reflects the consideration to which the Corporations expect to be entitled in exchange for providing patient care. These amounts are based on daily rates, which are generally fixed and are due from patients and third-party payors, including Medicare, Medicaid and other health insurers. The Corporations determine the transaction price based on standard charges adjusted for explicit price adjustments consisting of contractual allowances under third-party payor agreements. Generally, the Corporations bill the patients and third-party payors monthly in arrears. Revenue is recognized as performance obligations are satisfied.

Performance obligations are determined based on the nature of the services provided by the Corporations. Patient care services represent a bundle of services that are not capable of being distinct; accordingly, the Corporations have determined that the overall provision of a day of healthcare services to a resident in its long-term care facilities is one performance obligation. Additionally, there may be ancillary services that are not included in the daily rates. These services are considered separate performance obligations for which revenue is recognized as the services are provided.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 1. Significant Accounting Policies (Continued)

Healthcare services rendered to Medicare beneficiaries are reimbursed based on a classification system referred to as Resource Utilization Groups (RUG-IV). These rates are determined annually and are based on the care needs of the resident and the type and intensity of therapy services provided to the resident. Beginning October 1, 2019, a new case-mix classification system for Medicare beneficiaries in skilled nursing facilities, the Patient Driven Payment Model (PDPM), replaced RUG-IV. PDPM relies more on clinically relevant factors rather than the volume based therapy measures used under RUG-IV for determining Medicare reimbursement. In addition, PDPM per diem payments are adjusted during a resident's stay to reflect varying costs throughout the time the resident is in the facility.

Medicaid payment methodologies vary by state and are also generally paid at prospectively determined rates, although some states may have limited retrospective adjustments. Most state Medicaid programs will perform desk reviews of all submitted cost reports and audit only selected providers.

Third-party payor agreements include the potential for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Retroactive adjustments under reimbursement agreements with third-party payors are accrued on an estimated rate basis when known and estimable in the period the related services are rendered and adjusted in future periods as final settlements are determined. In January 2020, notices of adjustments to the rates for the service period July 1, 2019 to December 31, 2020, were received and approximately \$110,000 of additional revenue was recorded to the 2019 combined statement of operations from adjustment. No other notices were received during 2020 or 2019 and through the date of the audit report related to rate adjustments by Medicaid.

Approximately 33% and 13%, and 33% and 7% of net resident health care revenues were from Medicaid and Medicare for the years ended December 31, 2020 and 2019, respectively.

Resident rental income

Resident fees at the independent and assisted living (including memory care) facilities consist of monthly charges for basic housing and support services. Fees are specified in rental agreements, which are short-term in nature with terms that allow residents to cancel with 30 days' notice. Revenue under these rental agreements is based on the consideration specified in the agreement and is recorded monthly as the services are provided in accordance with the provisions of ASC 842, Leases.

Lease income, net

Lease income net of expense, included in nonoperating gains and losses, is income received and recorded as earned from the rental property net of depreciation and costs to maintain the rental property. Any amounts received in advance are deferred and classified as a liability until earned. The Corporations recognize lease income from nonresidential tenants on a straight-line basis over the terms of the respective leases in accordance with the provisions of ASC 842, Leases.

As a lessor, the Corporations' rental agreements and leases are classified as operating leases under ASC 842, Leases. The pattern of recognition of resident rental income and lease income, net, remains unchanged from previous lease accounting guidance as adjusted by ASC Topic 606, Revenue from Contracts with Customers.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 1. Significant Accounting Policies (Continued)

Other revenue

Other revenue consists of amounts that are incidental to the operations of the Corporations' facilities and include activities such as beauty and barber shop services, guest meals, and other miscellaneous items. These services generally have fixed prices and are considered distinct performance obligations, which are satisfied as the goods or services are provided. Accordingly, revenue is recognized in accordance with the provisions of ASC 606 as the performance obligations are satisfied. Luther Care Services bills Luther Park Health Center, Inc. and Luther Park Apartments, Inc. monthly as earned for reimbursements of certain operating expenses, primarily payroll, information technology related costs and other miscellaneous expenses, which are eliminated upon combination.

Resident and patient receivable: Resident fee and lease revenue for recurring and routine monthly services is generally billed monthly in advance. Healthcare services and other operating revenues are generally billed in arrears. Payment terms for self-pay residents generally require payment within 30 days. Payment terms for third-party payors are based on the terms of the payor contract. Cash payments received for services are recorded as deferred revenue until the services are rendered and the revenue is earned. As the Corporations' accounts receivable have an original term of less than one year, the Corporation does not consider the time value of money in valuing accounts receivable.

The Corporation considers the effects of resident credit risk for residents entering its independent and assisted living facilities, and also considers the impact of government programs on credit risk for residents entering its long-term care facilities. Accordingly, accounts receivable are stated net of an allowance for doubtful accounts and contractual adjustments. The Corporation provides an allowance for doubtful accounts on its outstanding receivables balance based on its collection history and an estimate of uncollectable accounts. Generally, accounts receivable are considered to be past due after 30 days. Accounts receivable are written off when deemed uncollectable on a specific-identification basis. At December 31, 2020 and 2019, management determined that an allowance totaling \$273,000 and \$146,000, respectively, was required.

The Corporations grant credit without collateral to its residents, most of whom are residents of central Iowa, a portion of which are Medicaid and Medicare program beneficiaries. Receivables from Medicaid and Medicare were 24% and 43%, and 43% and 54% of resident and patient receivables as of December 31, 2020 and 2019, respectively.

Contributions: Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions support depending upon the existence and/or nature of any donor restrictions. Contributions are reported at fair value at the date the contribution is received. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Operating income (loss): Operating income (loss) on the statement of operations includes all of the revenue and expenses of the Corporations excluding net rental property income and investment income.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 1. Significant Accounting Policies (Continued)

Net assets without donor restrictions: The Corporations' net assets are not restricted by donor-imposed stipulations.

The statements of operations includes increase (decrease) in net assets without donor restrictions. Changes in net assets without donor restrictions, which are excluded from increase (decrease) in net assets without donor restrictions, include permanent transfers of assets to and from affiliates for other than goods and services.

Advertising costs: The Corporations expense all advertising costs as they are incurred. Total advertising cost for the years ended December 31, 2020 and 2019, was \$67,433 and \$83,831, respectively.

Note 2. Classification of Expenses

The following reflects the classification of the Corporations' expenses, by both the underlying nature of the expense and function, for the years ended December 31, 2020 and 2019. An individual expense is allocated to the underlying activity through which it was incurred. Certain expenses are allocated on a reasonable basis, which has been consistently applied, based on actual usage or project purpose.

	2020				
	Supporting Services	Program Services			
	Luther Care Services Management and General	Luther Park Health Center, Inc. Patient Services, Nursing Care	Luther Park Apartments, Inc. Housing Services	Eliminating Entries	Total
Salaries	\$ 426,958	\$ 7,931,748	\$ 234,815	\$ -	\$ 8,593,521
Payroll taxes and benefits	87,609	1,481,131	41,204	-	1,609,944
Insurance	10,688	69,243	45,995	-	125,926
Management fee	-	798,196	172,728	(970,924)	-
Contract services	89,216	960,351	117,142	-	1,166,709
Professional services	155,064	185,971	12,000	-	353,035
Contributions	1,740,000	-	-	(1,740,000)	-
Office and other expense	29,855	161,099	16,901	-	207,855
Memberships and publications	-	46,296	-	-	46,296
Board and staff development and travel	1,254	33,204	-	-	34,458
Food	-	495,126	11,422	-	506,548
Supplies	6,160	624,706	23,145	-	654,011
Repairs and maintenance	9,210	152,827	91,312	-	253,349
Utilities	16,872	351,145	198,751	-	566,768
Advertising	54,395	5,374	7,663	-	67,432
Interest expense	16,200	535,348	305,956	(16,200)	841,304
Depreciation expense	72,292	884,366	452,251	-	1,408,909
	<u>\$ 2,715,773</u>	<u>\$ 14,716,131</u>	<u>\$ 1,731,285</u>	<u>\$ (2,727,124)</u>	<u>\$ 16,436,065</u>

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 2. Classification of Expenses (Continued)

	2019				
	Supporting Services	Program Services			
	Luther Care Services Management and General	Luther Park Health Center, Inc. Patient Services, Nursing Care	Luther Park Apartments, Inc. Housing Services	Eliminating Entries	Total
Salaries	\$ 526,639	\$ 7,118,279	\$ 217,403	\$ -	\$ 7,862,321
Payroll taxes and benefits	137,242	1,387,391	41,157	-	1,565,790
Insurance	8,000	55,780	36,404	-	100,184
Management fee	-	1,017,390	150,239	(1,167,629)	-
Contract services	88,145	1,136,838	145,696	-	1,370,679
Professional services	92,541	187,954	15,000	-	295,495
Office and other expense	13,963	137,322	10,037	-	161,322
Memberships and publications	-	28,952	-	-	28,952
Board and staff development and travel	1,500	35,464	-	-	36,964
Food	-	525,874	9,813	-	535,687
Supplies	6,617	493,853	26,494	-	526,964
Repairs and maintenance	8,944	178,963	115,025	-	302,932
Utilities	16,615	357,273	194,979	-	568,867
Advertising	80,136	1,033	2,662	-	83,831
Interest expense	16,200	545,259	313,802	(16,200)	859,061
Depreciation expense	73,924	895,843	449,648	-	1,419,415
	<u>\$ 1,070,466</u>	<u>\$ 14,103,468</u>	<u>\$ 1,728,359</u>	<u>\$ (1,183,829)</u>	<u>\$ 15,718,464</u>

Note 3. Liquidity

The Corporations' financial assets available within one year from the combined balance sheet date for general operating expenses are as follows:

Cash and cash equivalents	\$ 4,662,645
Resident and patient receivables	921,574
	<u>\$ 5,584,219</u>

The Corporation has approximately \$5,584,000 of financial assets available within one year of the balance sheet date to meet cash needs for general expenditure consisting of cash and cash equivalents and resident and patient receivables. None of these financial assets are subject to donor or other contractual restrictions that make them unavailable for general expenditure within one year of the balance sheet date. The resident and patient receivables are subject to implied time restrictions but are expected to be collected within one year. The Corporation has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In addition, as part of its liquidity management, the Corporation invests cash in excess of daily requirements in various short-term investments, including certificate of deposits and short-term treasury instruments. As more fully described in Note 6, the Corporation also has committed lines of credit in the amount of \$671,322, which it could draw upon in the event of an unanticipated liquidity need.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 4. Assets Whose Use is Limited

Assets whose use is limited are as follows:

	December 31	
	2020	2019
Security deposits	\$ 230,205	\$ 279,123
Held by trustee under bond indenture agreements for:		
Debt service reserve funds	763,008	764,609
Bond sinking funds	292,145	292,250
Repair and replacement funds	363,398	242,596
	1,418,551	1,299,455
	1,648,756	1,578,578
Less current portion	885,748	813,969
	\$ 763,008	\$ 764,609

Funds held by the bond trustees represent those assets, which are encumbered by covenants in bond indenture agreements, as follows:

- The loan agreements of the Corporations and the related trust indenture agreements require debt service reserve funds representing an amount equal to the maximum annual payment of principal and interest during the term of the Bonds. Also, the agreements required the establishment of bond sinking funds requiring monthly deposits sufficient to pay when due all scheduled principal and interest. The amounts set aside as assets whose use is limited exceeded the requirements of the debt service reserve funds and the bond sinking funds at December 31, 2020 and 2019. Future annual funding requirements of the bond sinking funds are between \$1,517,000 and \$1,526,000 during the next five years.

In addition, the Bonds require certain other funds as follows:

- A repair and replacement fund is to be funded by monthly payments of \$5,000 until a minimum balance of \$180,000 is reached. The fund is to be used to pay the cost of capital improvements of the Apartments. If monies are used from this fund, the Apartments must make monthly payments of \$5,000 until the minimum balance is restored.
- A repair and replacement fund is to be funded by monthly payments of \$5,000 until a minimum balance of \$250,000 is reached. The fund is to be used to pay the cost of capital improvements of the Health Center. If monies are used from this fund, the Health Center must make monthly payments of \$5,000 until the minimum balance is restored.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 5. Property and Equipment and Rental Property

A summary of property and equipment and rental property and equipment, estimated useful lives, and related accumulated depreciation that includes rental property follows:

	2020		2019	
	Cost	Accumulated Depreciation	Cost	Accumulated Depreciation
Land	\$ 1,746,922	\$ -	\$ 1,717,900	\$ -
Land improvements (20 years)	219,000	152,468	219,000	142,291
Buildings and improvements (5-50 years)	31,928,870	16,697,110	31,642,580	15,768,278
Equipment (5-20 years)	7,054,113	4,908,528	6,915,830	4,608,859
Construction in progress	227,827	-	52,467	-
Totals	<u>\$ 41,176,732</u>	<u>\$ 21,758,106</u>	<u>\$ 40,547,777</u>	<u>\$ 20,519,428</u>

Depreciation expense for the years ended December 31, 2020 and 2019, was \$1,432,776 and \$1,440,763, respectively, which includes depreciation on rental properties of \$23,867 and \$21,348 for the years ended December 31, 2020 and 2019, respectively. Construction in progress at December 31, 2020 and 2019, represents costs related to remodeling and expansion of existing facilities and future developments to various properties.

Note 6. Lines of Credit

Luther Care Services maintains a line of credit with available borrowings of \$671,322 with a bank that matures December 19, 2021. Interest is payable monthly at prime plus 0.5% with a floor of 4.5% (4.5% as of December 31, 2020). The line of credit is collateralized by land held for future development with a net book value of \$971,390. The outstanding balance on the line of credit was none as of both years ended December 31, 2020 and 2019.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 7. Long-Term Debt

Long term debt outstanding is summarized as follows:

	2020	2019
Senior Housing Refunding and Revenue, Series 2015A:		
Bonds requiring annual principal payments and semiannual interest payments at interest rates ranging from 1.25% to 4.75% maturing serially through December 1, 2037. Bonds maturing on or after December 1, 2022, are subject to redemption, at the option of the Apartments prior to maturity, in whole or part, on any date occurring on or after December 1, 2021, at redemption price stated in the loan agreement. (B)	\$ 6,740,000	\$ 7,020,000
Health Care Facilities Revenue Refunding Bonds, Series 2016A:		
Bonds requiring annual principal payments and semiannual interest payments at interest rates ranging from 2.25% to 5% maturing serially through October 1, 2034. Bonds maturing on or after October 1, 2022, are subject to redemption, at the option of the Health Center prior to maturity, in whole or part, on any date occurring on or after October 1, 2021, at redemption price stated in the loan agreement. (A)	4,130,000	4,350,000
Health Care Facilities Revenue Refunding Bonds, Series 2016B:		
Bonds requiring annual principal payments and semiannual interest payments at interest rates ranging from 2.25% to 5% maturing serially through October 1, 2041. Bonds maturing on or after October 1, 2022, are subject to redemption, at the option of the Health Center prior to maturity, in whole or part, on any date occurring on or after October 1, 2021, at redemption price stated in the loan agreement. (A)	7,165,000	7,380,000
Unamortized original issue discount.	(16,399)	(17,592)
Paycheck Protection Program Loan, net of grant amount (see Note 11) received during 2020.	63,126	-
Total long-term debt	18,081,727	18,732,408
Less unamortized debt issue costs	(536,915)	(568,006)
	17,544,812	18,164,402
Less current maturities	772,084	715,000
	<u>\$ 16,772,728</u>	<u>\$ 17,449,402</u>

(A) The bonds payable are collateralized by substantially all of the property and equipment of the Health Center.

(B) The bonds payable are collateralized by substantially all of the Apartment's assets.

Interest expense included in patient services, nursing and housing services on the combined statement of operations totaled \$841,303 and \$859,061 for the years ended December 31, 2020 and 2019, respectively. Included in interest expense is \$31,091 and \$31,092 of bond issue cost amortization for the years ended December 31, 2020 and 2019, respectively.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 7. Long-Term Debt (Continued)

Maturities required on long-term debt are as follows:

Years ending December 31:	
2021	\$ 772,084
2022	771,042
2023	785,000
2024	805,000
2025	840,000
Thereafter	14,125,000
Total	18,098,126
Less unamortized original issue discount	(16,399)
	<u>\$ 18,081,727</u>

Note 8. Employee Health Care Plan and Defined Contribution Plan

The Corporations maintain a health care plan for their full-time employees. Health care benefits and administration costs are expensed as incurred and totaled approximately \$828,000 and \$805,000 during the years ended December 31, 2020 and 2019, respectively.

The Corporations have defined contribution plans covering all eligible employees who agree to make contributions to the plans effective August 20, 2020, the Corporations terminated the defined contribution 403(b) plan and created a defined contribution 401(k) plan for all eligible employees. The Corporations made a contribution to the plans for years ended December 31, 2020 and 2019, which matches participant's contributions to the plan up to 4%, of the individual participant's compensation after six months of service and at least five hundred hours of service. Total expense for the years ended December 31, 2020 and 2019, was \$164,172 and \$156,809, respectively.

Note 9. Income Taxes

The Corporation is exempt from federal income taxes under the applicable provisions of the Internal Revenue Code.

As required by the Income Taxes Topic of the ASC, management has evaluated their material tax positions and determined no other income tax effects with respect to the financial statements. The Corporation has not been notified of any other impending examinations by tax authorities, and no examinations are in process.

Note 10. Commitments and Contingencies

The Corporations in the normal course of operations are exposed to risk and involvement in legal actions and proceedings. To the extent available at the costs believed reasonable by the Corporations, they maintain insurance coverages for various types of risk. Based on the Corporations' past experience, management believes that any legal actions or proceedings will not have a material effect on the financial position of the Corporations.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 10. Commitments and Contingencies (Continued)

The health care industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as accreditation, licensure, government healthcare program participation, reimbursement for patient services and Medicaid fraud and abuse. As a result, there is ongoing government activity focused on identifying possible violations of fraud and abuse statutes and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs, together with the imposition of significant fines and penalties, as well as, significant repayments for patient services previously billed. Compliance with such laws and regulations can be subject to future review and interpretation, as well as regulatory actions unknown or unasserted at this time.

Note 11. COVID-19 Pandemic and Funding Sources

The spread of COVID-19, a novel strain of coronavirus, is altering the behavior of businesses and people throughout the United States. Further, financial markets have recently experienced significant volatility attributed to coronavirus concerns. The continued spread of COVID-19 may adversely impact the local, regional and national economies. The extent to which the coronavirus impacts the Corporations' results will depend on future developments, which are highly uncertain and cannot be predicted. The impact is highly dependent on the breadth and duration of the outbreak and could be affected by other factors that cannot currently be predicted. Accordingly, management cannot presently estimate the overall operational and financial impact to the Corporations, but such an impact could have a material adverse effect on the financial condition of the Corporations.

Provider relief funds: During the year ended December 31, 2020, the Health Center received approximately \$878,000 in provider relief cash payments from general and targeted distributions. These funds were received from the Department of Health and Human Services (HHS) Provider Relief Fund (Relief Fund). As a condition to receiving distributions, providers must agree to certain terms and conditions, including, among other things, to first identify healthcare related expenses attributable to coronavirus that another source has not reimbursed and is not obligated to reimburse. If those expenses do not exceed the funding received, the Health Center will need to demonstrate the remaining funds were applied to a negative change in calendar year 2020 net resident healthcare revenue compared to calendar year 2019. If the Health Center does not expend the Relief Funds in full by the end of calendar year 2020, it will have an additional six months in which to use the remaining amounts toward expenses attributable to COVID-19 but not reimbursed by other sources, or to apply toward lost revenues in an amount not to exceed the net gain for the same period in 2019. HHS is entitled to recoup funds in excess of the negative change in patient care revenue reported or healthcare related expenses attributable to COVID-19. All of the Relief Funds were determined to meet the required conditions and approximately \$878,000 was recognized as CARES Act Provider Relief Funds during the year ended December 31, 2020 within the combined statement of operations.

Paycheck Protection Program: Luther Care Services received a Paycheck Protection Program (PPP) loan of approximately \$1,905,000. The PPP was established by the Coronavirus Aid, Relief and Economic Security Act (CARES Act), enacted on March 27, 2020, in response to the Coronavirus Disease 2019 (COVID-19) pandemic. The PPP is administered by the Small Business Administration (SBA). The PPP loan is subject to partial or full forgiveness in the event that Luther Care Services (i) uses all proceeds for eligible purposes; (ii) maintains certain employment levels; and (iii) maintains certain compensation levels, in accordance with the CARES Act.

Luther Care Services and Affiliated Entities

Notes to Combined Financial Statements

Note 11. COVID-19 Pandemic and Funding Sources (Continued)

Management believes that Luther Care Services qualifies for the PPP loan and believes there is reasonable assurance that Luther Care Services met the conditions necessary for forgiveness of the PPP loan by the SBA. As a result, Luther Care Services has elected the option to account for the loan as contribution revenue in accordance with ASC 958-605, Not-for-Profit Entities—Revenue. Under ASC 958-905, grant income of \$1,841,474 was recognized as operating revenue on the accompanying combined statements of operations, based on incurring eligible payroll, utility and mortgage costs during the qualifying period. Luther Care Services contributed \$1,740,000 to the Health Center which was eliminated upon combination.

On October 29, 2020, the Company submitted their application for forgiveness to the lender. Subsequent to December 31, 2020, the lender reviewed the application, approved it for \$1,841,474 and submitted their decision to the SBA on February 12, 2021. The SBA has 90 days to make a final determination. As of April 28, 2021, the company had not received a determination of forgiveness from the SBA. Luther Care Services payments are deferred until a final forgiveness determination has been made by the SBA. Any amounts not forgiven will be required to be paid in equal monthly installments from the date the forgiveness decision is made through April 2022.

Should the SBA subsequently determine Luther Care Services did not qualify for full forgiveness, the amount not qualifying for forgiveness would be payable in equal monthly installments through April 2022 plus interest at a rate of 1%. Luther Care Services determined \$63,000 did not qualify for forgiveness and recognized this amount as a long-term debt as of December 31, 2020.

Note 12. Subsequent Events

The Corporations have evaluated subsequent events through April 28, 2021, the date which the financial statements were issued.

Luther Park Health Center, Inc - Coverage Analysis

	2018	2019	2020
Increase/Decrease in Net Assets	(325,432)	109,438	431,404
Add Back:			
Interest Expense	556,286	526,600	516,688
Depreciation and Amortization Expense	925,603	914,502	904,218
Net Available for D/S	1,156,457	1,550,540	1,852,310
Pro Forma Maximum Annual Debt Service on Series 2016 Bonds	957,175	957,175	957,175
Coverage	1.21	1.62	1.94

Luther Park Health Center, Inc.
Selected Financial Data

Audited Fiscal Year
Ended December 31:

	2018	2019	2020
STATEMENT OF OPERATIONS:			
Net Patient Service Revenue	13,181,002	14,095,837	12,454,655
Other Revenue	65,745	69,862	2,669,335
Total Revenues	13,246,747	14,165,699	15,123,990
Patient Services, nursing Care	13,600,831	14,103,468	14,716,131
Total Expenses	13,600,831	14,103,468	14,716,131
Income (Loss) from Operations	(354,084)	62,231	407,859
Non Operating Gains			
Investment Income			
Interest	28,652	47,207	23,545
Gift Income	-	-	-
Total Non Operating Gains	28,652	47,207	23,545
Excess (Deficiency) of Revenue and Gains over Expenses	(325,432)	109,438	431,404
Add:			
Depreciation and Amortization	925,603	914,502	904,218
Interest	556,286	526,600	516,688
Revenue Available for debt service from Operations	1,156,457	1,550,540	1,852,310
BALANCE SHEET:			
Total Current Assets	3,224,022	3,913,724	4,264,436
Long-term Assets Whose Use is Limited	479,750	479,609	478,008
Net Property and Equipment	12,969,334	12,152,438	11,810,152
Other Assets	-	-	-
Total Assets	16,673,106	16,545,771	16,552,596
Total Current Liabilities	1,586,890	1,765,264	1,760,833
Other Liabilities	-	-	-
Long-term Debt	11,347,289	10,932,142	10,511,994
Net Assets, Unrestricted	3,738,927	3,848,365	4,279,769
Totals	16,673,106	16,545,771	16,552,596

**Luther Park Health Center, Inc.
Fees and Charges**

Nursing Facility - Daily Rate

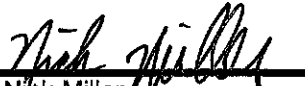
	2015	2016	2017	2018	2019	2020
Private	\$ 255	\$260-\$265	\$260-\$275	\$270-\$285	\$285-\$300	\$290-\$305
Semi-Private	\$ 245	\$250-\$255	\$255-\$265	\$265-\$275	\$280-\$290	\$285-\$295

Gardens at Luther Park - Monthly Rate

	2015	2016	2017	2018	2019	2020
Loft Unit	\$2,560	\$2,640	\$2,640	\$2,770-\$2,855	\$2,800	\$2,800-\$3,100
One Bedroom Unit	\$3,080-\$3,700	\$3,175-\$3,810	\$3,175-\$4,470	\$3,400-\$4,590	\$3,400-\$4,600	\$3,450-\$4,490
Two Bedroom Units	\$3,980-\$4,500	\$4,100-\$4,650	\$4,100-\$4,650	\$4,200-\$4,380	\$4,600	\$3,485-\$4,635

**Luther Park Health Center, Inc.
Occupancy Information**

<u>2020</u>	1st Qrt. 2020	2nd Qrt. 2020	3rd Qrt. 2020	4th Qrt. 2020	YTD 2020
Trinity Center at Luther Park	96.77%	78.10%	72.95%	77.55%	81.31%
The Gardens	89.76%	86.33%	77.50%	69.67%	80.78%


 Nick Miller
 Controller
 Luther Park Health Services, Inc.

Luther Park Health Center, Inc.
Payment Mix

<u>Trinity Center Nursing Facility</u>						
	2015	2016	2017	2018	2019	2020
Private	59.29%	56.31%	49.49%	38.04%	41.19%	34.48%
Medicaid	39.27%	41.03%	47.93%	59.75%	55.21%	58.33%
Medicare	1.44%	2.66%	2.58%	2.21%	3.60%	7.19%
Avg # Occupied Beds	117	115	115	116	117	98

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX C

DEFINITIONS OF CERTAIN TERMS AND SUMMARY OF PRINCIPAL DOCUMENTS

(THIS PAGE INTENTIONALLY LEFT BLANK)

SUMMARY OF PRINCIPAL DOCUMENTS

Brief descriptions of the Trust Indenture, the Loan Agreement, the Mortgage, Assignment of Leases and Rent, Security Agreement and Fixture Financing Agreement, and the Regulatory Agreement are included hereafter in this Appendix C to the Official Statement. Such descriptions do not purport to be comprehensive or definitive; all references herein to the Trust Indenture, the Loan Agreement, the Mortgage, Assignment of Leases and Rent, Security Agreement and Fixture Financing Agreement are qualified in their entirety by reference to each such document, copies of which are available for review prior to the issuance and delivery of the Series 2021 Bonds at the offices of the Trustee. All references to the Series 2021 Bonds are qualified in their entirety by reference to the definitive forms thereof and the information with respect thereto included in the Indenture.

DEFINITIONS OF CERTAIN TERMS

The following are definitions of certain terms used in the Indenture and the Loan Agreement.

"Affiliate" means any Person which directly or indirectly controls, or is controlled by, or is under common control with the Borrower.

"Agreement" or "Loan Agreement" means the Original Loan Agreement, as supplemented and amended by the First Amendment to Loan Agreement and as from time to time further supplemented and amended.

"Bond Counsel" means Ahlers & Cooney, P.C. of Des Moines, Iowa, as Bond Counsel, or any other firm of nationally recognized bond counsel experienced in tax exempt private activity bond financing selected by the Borrower and acceptable to the Issuer.

"Bonds" means the Series 2021 Bonds and any Additional Bonds.

"Borrower" means Luther Park Apartments, Inc., an Iowa nonprofit corporation.

"Cede & Co." means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

"Closing Date" means the date of issuance and delivery of the Series 2021 Bonds.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement between the Borrower and U.S. Bank National Association, as dissemination agent, dated as of December __, 2021, as originally executed and as it may be amended from time to time in accordance with its terms.

"Costs of Issuance Account" means the account by that name within the Project Fund created in the Indenture.

"Debt Service Coverage Ratio" means the ratio of Net Income Available for Debt Service for the period or periods in question to the Maximum Annual Debt Service.

"Debt Service Reserve Requirement" means with respect to the Series 2021 Bonds, an amount equal to \$_____, and with respect to Additional Bonds, the amount specified in the Supplemental Indenture providing for the issuance of such Additional Bonds, which shall be the lesser of (a) the maximum annual amount of the principal and interest coming due on the Additional Bonds; (b) 10% of the stated principal amount of the Additional Bonds; or (c) 125% of the average annual principal and interest coming due on the Additional Bonds.

"Determination of Taxability" means, with respect to the Series 2021 Bonds, and any Additional Bonds issued as tax-exempt bonds,

(a) The date on which the Trustee is notified that an attorney or a law firm having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal obligations is unable to deliver an opinion requested of it that the interest on the applicable Series 2021 Bonds qualifies as exempt interest under Section 103 of the Code, it being understood that no such attorney or firm is under any obligation to deliver such opinion unless retained specifically to do so; or

(b) The date on which any change in law or regulation becomes effective or on which the Internal Revenue Service issues any public or private ruling, technical advice memorandum or any other written communication or on which there shall occur a ruling or decision of a court of competent jurisdiction with or to the effect that the interest income on any of the Series 2021 Bonds issued as tax-exempt bonds is not excludable from gross income of the Holders thereof for federal income tax purposes under Section 103 of the Code; or

(c) The date on which the Borrower receives notice from the Trustee in writing that the Trustee has been notified by the Internal Revenue Service, or is advised by any Bondholder or former Bondholder that the Internal Revenue Service has issued a notice of deficiency or similar notice which asserts that the interest on any of the Series 2021 Bonds issued as tax-exempt bonds is not excludable from gross income of the Holders thereof for federal income tax purposes under Section 103 of the Code.

Such a Determination of Taxability will be deemed for all purposes of this definition to have occurred on the date borne by said statutory notice of deficiency, such certificate, such judicial pronouncement, or such opinion. If the Borrower provides the Trustee with assurances reasonably satisfactory to the Trustee (such as a cash deposit or a bond) that the additional loan payments and loan prepayments which the Borrower is obligated under the Loan Agreement to pay will be paid if the pursuit of the hereinafter described remedies is unsuccessful, the issuance of a statutory notice of deficiency by the Internal Revenue Service will not constitute a Determination of Taxability if the Borrower, within 30 days after it receives a copy of such statutory notice of deficiency, makes written application for a private letter ruling or technical advice from the Internal Revenue Service, or within 30 days after it receives a copy of such statutory notice of deficiency obtains an unqualified opinion of Bond Counsel, which ruling or advice is sought on the grounds that, or which opinion states that, a Determination of Taxability has not occurred as a result of the facts and circumstances recited in such statutory notice of deficiency. The Borrower will furnish the Trustee with a copy of such written application or opinion, and, if an application, the Borrower will deliver to the Trustee a copy of such private letter ruling or technical advice from the Internal Revenue Service within 135 days after the date borne by such statutory notice of deficiency, the failure of which will constitute the occurrence of a Determination of Taxability on the date which is 135 days after the date borne by such statutory notice of deficiency.

The Issuer will cooperate with the Borrower, at the expense of the Borrower, in such pursuit of its administrative or judicial remedies, and the Borrower may pursue in the name of the Issuer such administrative or judicial remedies as may then be available to the Issuer, provided, however, that in no event will any Bondholder or any former Bondholder be obligated under the Loan Agreement or the Indenture to extend or waive, directly or by operation of law, the statute of limitations on assessment of federal income tax concerning any issue other than the excludability from gross income of the interest on the Series 2021 Bonds with respect to which a Determination of Taxability has occurred.

"Event of Taxability" means any event which has the effect of causing the interest payable on any of the Series 2021 Bonds to become includable in the gross income for federal income tax purposes of any Bondholders or former Bondholders.

"Facilities" means the existing Luther Park Apartments, Inc. senior housing facility, located on the Land described in Exhibit A to the Mortgage, and all related appurtenances, fixtures and improvements.

"First Amendment to Loan Agreement" means this First Amendment to Loan Agreement dated as of December 1, 2021 between the Issuer and the Borrower.

"First Amendment to Mortgage" means the First Amendment to Mortgage and Security Agreement and Fixture Financing Statement dated as of December 1, 2021 between the Borrower, as mortgagor, and the Trustee, as mortgagee.

"First Supplemental Indenture" means the First Supplement Trust Indenture dated as of December 1, 2021, between Issuer and Trustee.

"Gross Revenues" means the total unrestricted revenues, gains and other support of the Borrower for a specified period, as determined in accordance with generally accepted accounting principles and shown on the statement of operations of the Borrower for such period.

"Indenture" means the Original Indenture, as supplemented and amended by the First Supplemental Indenture and as from time to time further supplemented and amended.

"Independent Consultant" means a person or firm who is not an employee or officer of the Borrower appointed by the Borrower qualified to pass upon questions relating to the financial affairs of organizations engaged in like operations to those of the Borrower and having a favorable reputation for skill and experience in such financial affairs.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of the State and who is not a full-time employee of Issuer or Borrower.

"Interest Payment Date" means each June 1 and December 1, commencing June 1, 2022.

"Loan Payments" means, unless the context otherwise requires, the payment required to be made by the Borrower pursuant to Article VI of the Loan Agreement.

"Mortgage" means the Original Mortgage, as amended by the First Amendment to Mortgage and as may be further amended from time to time.

"Official Statement" means, with respect to the Series 2021 Bonds, the Preliminary Official Statement dated December __, 2021 and the Final Official Statement dated December __, 2021.

"Original Facility" means the existing 105 unit apartment facility for seniors refinanced with the proceeds of the Series 1999 Bonds.

"Original Agreement" means the Loan Agreement dated as of December 1, 2015, by and between the Issuer and the Borrower.

"Original Indenture" means the Trust Indenture dated as of December 1, 2015, by and between the Issuer and the Prior Trustee.

"Original Mortgage" means the Mortgage and Security Agreement and Fixture Financing Statement, dated as of December 1, 2015 between the Borrower and the Prior Trustee.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Permitted Encumbrances" means as of any particular time: (a) any Lien on the Mortgaged Property if such Lien equally and ratably secures all of the Bonds and only the Bonds or any guaranty of the Bonds and any Lien, easement, right-of-way, covenant, condition, restriction, exception, defect in and irregularity of title and encroachment on adjoining real estate with respect to which the party secured or benefitted is the Borrower;

(b) leases whereunder the Borrower is lessor which relate to Property which is of a type that is customarily the subject of such leases; leases, licenses or similar rights to use Property whereunder the Borrower is lessor, lessee, licensor, licensee or the equivalent thereof existing as of December 1, 2021, and any renewals and extensions thereof on substantially the same terms; and any leases, licenses or similar rights to use Property whereunder the Borrower is lessee, licensee or the equivalent thereof, including leases for computer equipment, upon fair and reasonable terms no less favorable to the Borrower than could be obtained in a comparable arm's length transaction;

(c) Liens arising by reason of good faith deposits with the Borrower in connection with tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by the Borrower to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges; any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Borrower to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with worker's compensation, unemployment insurance, pensions or profit sharing plans or self-funded health insurance plans or other social security plans or programs, or to share in the privileges or benefits required for corporations participating in such arrangements; and any Lien in the nature of a banker's lien or right of set-off with respect to deposits which the Borrower is not required to maintain with the bank in question;

(d) Liens for taxes and special assessments which are not then delinquent or, if then delinquent are being contested in good faith by the Borrower;

(e) utility, access and other easements and rights-of-way, restrictions, encumbrances and exceptions which do not materially interfere with or materially impair the operation of the Mortgaged Property affected thereby (or, if such Property is not being then operated, the operation for which it was designed or last modified);

(f) any mechanic's, laborer's, materialman's, supplier's or vendor's Lien or right in respect thereof if payment is not yet due under the contract in question or if such Lien is being contested in good faith by the Borrower;

(g) such minor defects and irregularities of title as normally exist with respect to property similar in character to the Mortgaged Property and which do not materially adversely affect the value of, or materially impair, the Mortgaged Property for the purpose for which it was acquired or is held by the owner thereof;

(h) zoning laws and similar restrictions which are not violated by the Mortgaged Property affected thereby;

(i) Liens on or in the Mortgaged Property given, bequeathed or devised to the owner thereof existing at the time of such gift, bequest or devise, provided that (i) such Liens attach solely to the Mortgaged Property which is the subject of such gift, bequest or devise, and (ii) the Indebtedness secured by such Liens is not assumed by the Borrower;

(j) Liens on the Mortgaged Property received by the Borrower through gifts, grants or bequests, such Liens being due to restrictions on such gifts, grants or bequests of Property or the income thereon;

(k) Liens on the Mortgaged Property due to rights of third party payors for recoupment of excess reimbursement paid to the Borrower;

(l) Liens on accounts receivable arising as a result of sale of such accounts receivable with or without recourse, provided that the principal amount of Indebtedness secured by any such Lien does not exceed the aggregate sale price of such accounts receivable received by the Borrower in connection with such sale;

(m) any Lien in the form of a purchase money mortgage or security interest given to secure Indebtedness permitted by Section 8.7 hereof; and

(n) the Mortgage and any financing statements showing the Mortgagor as the debtor and the Trustee as the secured party.

"Prime Rate" means the rate as announced from time to time by Wells Fargo Bank, National Association, as its prime lending rate for domestic commercial loans to borrowers of the highest credit standing.

"Prior Trustee" means Wells Fargo Bank, National Association.

"Qualified Investments," as that term relates to the Series 2021 Bonds, shall have the meaning set forth in Article I of the Indenture.

"Property" means any and all rights, titles and interests in and to all property whether real or personal, tangible or intangible and wherever situated. Property, when used in reference to the Borrower, includes the Facilities.

"Regulatory Agreement" means the Regulatory Agreement dated as of December 1, 1999 between the Borrower, the Trustee, and the City of Des Moines, Iowa, as the same may be amended in accordance with its terms, which shall apply only to Original Facility of the Borrower refinanced by the Series 1999 Bonds.

"Refunded Bonds" means the Series 2015 Bonds.

"Refunding" means the current refunding of the Series 2015 Bonds.

"Responsible Officer" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Indenture.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Series 1999 Bonds" means, together, the Series 1999A Bonds and the Series 1999B Bonds.

"Series 1999A Bonds" means the City of Des Moines, Iowa's \$2,605,000 in aggregate principal amount of Multifamily Housing Revenue Bonds (Luther Park Apartments Inc. Project) Series 1999A.

"Series 1999B Bonds" means the City of Des Moines, Iowa's \$85,000 in aggregate principal amount of Multifamily Housing Revenue Bonds (Luther Park Apartments Inc. Project) Taxable Series 1999B.

"Series 2015 Bonds" means the \$8,115,000 aggregate principal amount of the City of Bondurant, Iowa, Senior Housing Refunding and Revenue Bonds (Luther Park Apartments, Inc. Project) Series 2015.

"Series 2021 Bonds" means the \$_____ aggregate principal amount of the City of Bondurant, Iowa Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021, such Series 2021 Bonds being "Additional Bonds" under the Original Indenture.

"Subordination of Management Fees Agreement" means that certain Subordination of Management Fees Agreement dated as of November 23, 2015 by and between the Borrower and Luther Care Services, as manager of the Facilities.

"Tax Agreement" or "Tax Certificate" means the Tax Certificate and Agreement dated the Closing Date, delivered by the Borrower and accepted and agreed to by the Issuer, as from time to time amended.

"Tax Regulatory Agreement" means the Regulatory Agreement dated as of December 1, 1999 between the Borrower, the Trustee, and the City of Des Moines, Iowa, as the same may be amended in accordance with its terms, which shall apply only to the Original Facility of the Borrower refinanced by the Series 1999 Bonds.

"Trustee" means U.S. Bank National Association, as successor trustee under the Indenture, or any successor trustee.

"Underwriter" means Northland Securities, Inc., Minneapolis, Minnesota, as the underwriter of the Series 2021 Bonds, its successors and assigns.

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The Indenture contains various covenants, security provisions, terms and conditions, certain of which are summarized below. Reference is made to the Indenture for a full and complete statement of its provisions.

Application of Net Proceeds of the Series 2021 Bonds

The net proceeds from the sale of the Series 2021 Bonds will be deposited with the Trustee to be applied in accordance with the provisions of the First Supplemental Indenture.

Additional Bonds

So long as the Agreement is in effect and there is no default thereunder or under the Indenture, but only upon satisfaction of the conditions set forth in the Agreement and the Indenture, one or more series of Additional Bonds may be issued, authenticated and delivered for the purpose of:

- (a) financing the costs of making at any time or from time to time such substitutions, additions, modifications and improvements, including additional equipment (hereinafter in this paragraph collectively called "improvements") in, on or to the Facilities as authorized by the Act as the Borrower may deem necessary or desirable;
- (b) financing the costs of the issuance and sale of the Additional Bonds and capitalized interest for such period and other costs reasonably related to the financing as shall be agreed upon by the Borrower, the Trustee and the Issuer;
- (c) the refunding of Bonds outstanding to the extent permitted by law; and
- (d) financing the cost or estimated cost of acquiring and/or constructing additional improvements or other capital assets owned or to be owned by the Borrower.

Such Additional Bonds shall be payable solely from the payments and other amounts derived from the Agreement (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the Additional Bonds or to income from the temporary investment thereof and, under certain circumstances, to proceeds from insurance and condemnation awards). Each series of Additional Bonds issued pursuant to the Indenture shall be equally and ratably secured under the Indenture with the Series 2021 Bonds and all other series of Additional Bonds, if any, theretofore issued pursuant to the Indenture, without preference, priority or distinction of any Bond or Bonds over any other Bond or Bonds.

Bond Fund

There shall be deposited into the Series 2021 Subaccount of the Bond Fund all accrued interest received, if any, at the time of the issuance and delivery of a Series 2021 Bonds. In addition, there shall be deposited into the Series 2021 Subaccount of the Bond Fund, as and when received, (a) all payments specified in the Agreement and (b) all other moneys received by Trustee under and pursuant to any of the provisions of the Agreement or the Indenture which are required or which are accompanied by directions that such moneys are to be paid into the Series 2021 Subaccount of the Bond Fund. Should there be a default under the Agreement, Issuer shall fully cooperate with Trustee and with the Bondholders to fully protect the rights and security of the Bondholders and shall diligently proceed in good faith and use its best efforts so that at all times sufficient amounts will be available to promptly meet and pay the principal of premium, if any, and interest on the Series 2021 Bonds as the same become due and payable. Nothing in the Indenture shall be construed as requiring Issuer to use any funds or revenues from any source other than as set forth in the Indenture and in the Agreement.

Except as provided in the Indenture, moneys in the Series 2021 Subaccount of the Bond Fund shall be used solely for the payment of the principal of premium, if any, and interest on the Series 2021 Bonds, or for the redemption of the Series 2021 Bonds prior to maturity, or for the payment of the principal of and interest on the Series 2021 Bonds in accordance with the Indenture.

The Series 2021 Subaccount of the Bond Fund shall be in the custody of Trustee, but in the name of Issuer, and Issuer in the Indenture authorizes and directs Trustee to withdraw sufficient funds from the Series 2021 Subaccount of the Bond Fund to pay the principal of and premium, if any, and interest on the Series 2021 Bonds as the same become due and payable.

Debt Service Reserve Fund

Trustee shall deposit in the Series 2021 Subaccount of the Debt Service Reserve Fund proceeds equal to the Debt Service Reserve Requirement with respect to the Series 2021 Bonds. Moneys in the Series 2021 Subaccount of the Debt Service Reserve Fund shall, to the extent necessary from time to time, be transferred into the Series 2021 Subaccount of the Bond Fund in order to meet any deficiencies in payments required to be made by the Borrower into the Series 2021 Subaccount of the Bond Fund pursuant to the Agreement, upon a determination by Trustee that such deficiencies exist with respect to such payments. If moneys in the Series 2021 Subaccount of the Debt Service Reserve Fund are used for such purpose the Trustee shall immediately notify the Borrower, and the Borrower is obligated, pursuant to the Agreement to pay to Trustee in three equal monthly installments, commencing on the 15th day of the month following the transfer for deposit into the Series 2021 Subaccount of the Debt Service Reserve Fund, an amount equal to the deficiency created by such use. If not used for the aforementioned purpose, Trustee shall hold the Series 2021 Subaccount of the Debt Service Reserve Fund in trust, to be applied toward payment of the final payment or payments of principal of and interest on the Series 2021 Bonds if moneys in the Series 2021 Subaccount of the Debt Service Reserve Fund shall be sufficient to pay the principal of and interest on all Series 2021 Bonds outstanding, or toward redemption of the Series 2021 Bonds when the Series 2021 Bonds are by their terms redeemable and all of the outstanding Series 2021 Bonds are to be redeemed and paid in full. All earnings from investment of moneys in the Series 2021 Subaccount of the Debt Service Reserve Fund, to the extent that the amount in the Series 2021 Subaccount of the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement, shall be deposited into the Series 2021 Subaccount of the Bond Fund to be used for payment of principal of, premium, if any, and interest on the Bonds on the next interest or principal payment date. If at any time the balance in the Series 2021 Subaccount of the Debt Service Reserve Fund exceeds 10% of the original proceeds of the Series 2021 Bonds, the excess over such amount shall be invested only to the extent and within the limitations permitted by Section 148 of the Code.

Escrow Fund

The amount of the proceeds described in the Indenture from the issuance and delivery of the Series 2021 Bonds shall be credited to the Series 2021 Subaccount of the Escrow Fund and applied on the Closing Date to accomplish the Refunding on December 30, 2021.

Repair and Replacement Fund

Deposits are required to be made by the Borrower in the Series 2021 Subaccount of the Repair and Replacement Fund as provided in Section 4.9 of the Original Loan Agreement. If there are insufficient moneys available to the Borrower to make such deposits, the failure to do so shall not be an event of default. Upon the receipt of a certificate of

the Borrower stating that some portion of the moneys on deposit in such Fund is needed to pay costs of repairs and replacements to the Facilities, but not for new capital projects and, to the best of the knowledge of the Borrower Representative, no event of default has occurred and is continuing, the Trustee shall pay over to the Borrower the requested amount from the Series 2021 Subaccount of the Repair and Replacement Fund which the Borrower shall use to finance such repairs and replacements as soon as practicable.

On the date of each required payment from the Series 2021 Subaccount of the Bond Fund, the Trustee shall transfer moneys from the Series 2021 Subaccount of the Repair and Replacement Fund, after making any transfers from the Series 2021 Subaccount of the Debt Service Reserve Fund, to cure any deficiency in the Series 2021 Subaccount of the Bond Fund.

Upon the acceleration of the principal of all Series 2021 Bonds outstanding, the Trustee shall transfer all amounts in the Series 2021 Subaccount of the Repair and Replacement Fund to the Series 2021 Subaccount of the Bond Fund.

Rebate Fund

The Trustee shall comply with the provisions of the Tax Certificate specifically made applicable to the Trustee. Without limiting the generality of the foregoing, the Trustee shall furnish to the Borrower all information reasonably requested by the Borrower with respect to the Series 2021 Bonds and investments of the funds and accounts maintained by the Trustee under the Indenture. The Trustee shall make deposits to and disbursements from the Series 2021 Subaccount of the Rebate Fund (including rebate payments to the United States required to be made by the Tax Certificate), as well as investments of the amounts therein, in accordance with directions received from the Borrower pursuant to the Tax Certificate. Anything in Article X of the Original Indenture to the contrary notwithstanding, the provisions of the Tax Certificate may be superseded or amended by an amendment or supplement to the Tax Certificate effected in accordance with the terms thereof. The Series 2021 Subaccount of the Rebate Fund and the amounts deposited therein shall not be subject to a security interest, pledge, assignment, lien or charge in favor of the Trustee, any Holder, or any other person.

Deposit of Funds

Upon a written request of the Borrower filed with the Trustee, and subject to the provisions of the Tax Certificate, moneys in the Series 2021 Subaccount of the Bond Fund, Debt Service Reserve Fund and Rebate Fund shall be invested in Qualified Investments. Such investments shall be made so as to mature on or prior to the date or dates that moneys therefrom are anticipated to be required. The Trustee, when authorized by the Borrower, may trade with itself in the purchase and sale of securities for such investment. The Trustee shall not be liable or responsible for any loss resulting from any such investments.

Income in excess of the requirements of the funds described herein (except for the Series 2021 Subaccount of the Rebate Fund) derived from the investment of moneys on deposit in any such funds shall be deposited in the Series 2021 Subaccount of the Bond Fund to the extent of the amounts required to be deposited in each on the next Interest Payment Date on the Series 2021 Bonds; such amounts to be credited to the amount due and payable by the Borrower under the Loan Agreement ten days prior to such Interest Payment Date.

Supplemental Indentures

The Issuer and the Trustee may, without the consent of or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to the Indenture, as shall not be inconsistent with the terms and provisions thereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in the Indenture;
- (b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders and the Trustee, or either of them;
- (c) to assign and pledge under the Indenture additional revenues, properties or collateral;
- (d) to evidence the appointment of a separate trustee or the succession of a new trustee under the Indenture;
- (e) to modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal

statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

- (f) to provide for the refunding or advance refunding of any Bonds;
 - (g) to modify, amend or supplement the Indenture in such manner as to permit continued compliance with the Tax Certificate;
 - (h) to provide for the issuance of Additional Bonds;
 - (i) to modify or alter the provisions of the Indenture relating to the disclosure of information to the public;
- and
- (j) to make any other change that, in the judgment of the Trustee, does not materially adversely affect the rights of any Bondholders.

In addition to supplemental indentures set forth in the previous paragraph and subject to the terms and provisions contained in this paragraph, and not otherwise, the holders of not less than a majority in aggregate principal amount of the Bonds which are outstanding at the time of the execution of such indenture or supplemental indenture, or, in the case less than all of the Bonds outstanding are affected thereby, the holders of not less than a majority in aggregate principal amount of the bonds so affected, which are outstanding at the time of such execution, shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to approve the execution by the Issuer (who shall have no obligation to so execute) and the Trustee of such other indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any supplemental indenture; provided, however, that nothing in this paragraph contained shall permit, or be construed as permitting a supplemental indenture to effect:

- (a) an extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holders of such Bonds;
- (b) a reduction in the amount or extension of the time of any payment required to be made to or from the Bond Fund;
- (c) the creation of any lien prior to or on a parity (except as provided in the Indenture) with the lien of the Indenture, without the consent of the holders of all the Bonds at the time outstanding;
- (d) a reduction in the aforesaid aggregate principal amount of Bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken;
- (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee; or
- (f) a modification of the provisions of the bond forms and the definitions contained in the Indenture which would adversely affect the right of any holder of Bonds.

So long as the Borrower is not in default under the Loan Agreement, any such supplemental indenture which adversely affects the rights of the Borrower under the Loan Agreement shall not become effective unless and until the Borrower shall have consented in writing to the execution and delivery of such supplemental indenture.

Amendments to the Loan Agreement or Mortgage

The Issuer, the Borrower and the Trustee or, with respect to the Mortgage, only the Borrower and the Trustee, may, without the consent of or notice to the holders of the Bonds, consent to any amendment, change or modification of the Loan Agreement or the Mortgage as may be required (i) by the provisions of the Indenture or the Loan Agreement, (ii) for the purpose of curing any ambiguity or formal defect or omission, (iii) for the purpose of complying with the Tax Certificate, (iv) in connection with the issuance of any Additional Bonds, or (v) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds.

Except for the amendments, changes or modifications as provided in above, the Trustee shall not consent to any other amendment, change or modification of the Loan Agreement or the Mortgage without the written approval or

consent, given and procured as herein provided, of the holders of not less than a majority in aggregate principal amount of the Bonds which are outstanding hereunder at the time of execution of any such amendment, change or modification, or in case less than all of the Bonds then Outstanding are affected thereby, the holders of not less than a majority in aggregate principal amount of the Bonds so affected which are outstanding hereunder at the time of execution of any such amendment, change or modification; provided that if such amendment, change or modification will, by its terms, not take effect so long as any Bonds remain outstanding, the consent of the holders of such Bonds shall not be required. If at any time the Borrower shall request the consent of the Trustee to any such proposed amendment, change or modification of the Loan Agreement or the Mortgage, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided by Section 902 of the Indenture with respect to supplemental indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the designated office of the Trustee for inspection by all Bondholders. The Trustee shall not, however, be subject to any liability to any Bondholder by reason of its failure to give such notice, and any such failure shall not affect the validity of such amendment, change or modification when consented to and approved as provided in this section. If the holders of not less than a majority in aggregate principal amount of the Bonds Outstanding hereunder at the time of the execution of any such amendment, change or modification (or the holders of not less than a majority in aggregate principal amount of the Bonds so affected then outstanding, as the case may be) shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof.

Defeasance

If the Issuer shall pay or provide for the payment of the entire indebtedness on all Bonds Outstanding in any one or more of the following ways:

- (a) by paying, or causing to be paid, the principal of (including redemption premium, if any) and interest on all Bonds Outstanding, as and when the same become due and payable;
- (b) by depositing with the Trustee, in trust, at or before maturity, moneys in an amount sufficient to pay or redeem (when redeemable) all Bonds Outstanding (including the payment of premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); provided, that such moneys if invested, shall be invested in United States Government Obligations in an amount, without consideration of any income or increment to accrue thereon, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds Outstanding at or before their respective maturity dates; it being understood that the investment income on such United States Government Obligations may be used for any other purpose under the Act;
- (c) by delivering to the Trustee, for cancellation by it, all Bonds Outstanding; or
- (d) by depositing with the Trustee, in trust, United States Government Obligations in such amount as the Trustee shall determine will, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on all Bonds Outstanding at or before their respective maturity dates; and if the Issuer shall pay or cause to be paid all other sums payable under the Indenture by the Issuer, the Indenture and the estate and rights granted thereunder shall cease, determine, and become null and void, and thereupon the Trustee shall, upon written request of the Issuer, forthwith execute proper instruments acknowledging satisfaction of and discharging the Indenture and the lien hereof.

If the Issuer shall pay or provide for the payment of the entire indebtedness on all Bonds of a particular series, or any portion of a particular series, in one or more of the ways described in the first paragraph hereof, such Bonds shall cease to be entitled to any lien, benefit or security under the Indenture. The liability of the Issuer in respect of such Bonds, if any, shall continue; but the holders hereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or United States Government Obligations deposited with the Trustee.

The foregoing notwithstanding, none of the Bonds may be refunded as aforesaid nor may the Indenture be discharged if, under any circumstances, the interest on such refunded Bonds is thereby made subject to federal income taxation to which they would not otherwise have been subject. The Indenture permits the Trustee to rely upon an opinion of Independent Counsel, who are nationally recognized municipal bond counsel (which opinion may be based upon a

ruling or rulings of the Internal Revenue Service) to the effect that the interest on the Bonds being refunded will not be subject to federal income taxation to which they would not otherwise have been subject.

Defaults and Remedies

Each of the following events is hereby declared an "event of default," that is to say, if:

- (a) payment of any installment of interest payable on any of the Bonds shall not be made when the same shall become due and payable; or
- (b) payment of the principal or the premium, if any, payable on any of the Bonds shall not be made when the same shall become due and payable, either at maturity, by proceeding for redemption, upon acceleration, through failure to make any payment to any fund hereunder or otherwise; or
- (c) any event of default as defined in the Loan Agreement shall occur; or
- (d) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in the Indenture or any agreement supplemental thereto to be performed on the part of the Issuer, and such default shall continue for the period of 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Borrower by the Trustee; provided, however, if such default can be cured but cannot be cured within such 30 days, it shall not constitute a default under the Indenture if the Issuer or the Borrower takes action to cure such default within such 30 days and diligently pursues such action until such default is cured.

Upon the happening of any event of default specified above, the Trustee may, without any action on the part of the Bondholders, and upon the happening of any event of default specified above and the written request of the holders of not less than 25% in principal amount of the Bonds then outstanding (exclusive of Bonds then owned by the Issuer or the Borrower) and upon being indemnified to its satisfaction, the Trustee shall, by notice in writing delivered to the Issuer and the Borrower declare the entire principal amount of the Bonds then outstanding and the interest accrued thereon, immediately due and payable, and the entire principal and interest shall thereupon become and be immediately due and payable, subject, however, to the provisions of the Indenture with respect to waivers of events of default.

Direction of Proceedings by Bondholders

The holders of a majority in aggregate principal amount of Bonds then outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, including the enforcement of the rights of the Issuer under the Loan Agreement (other than those rights reserved to the Issuer) or the appointment of a receiver or any other proceedings under the Indenture; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture and shall be subject to Section 801(e) of the Indenture.

Waiver of Events of Default

The Trustee may, in its discretion, waive any event of default under the Indenture and its consequences and rescind any declaration of maturity of principal and shall do so upon written request of the holders of:

- (a) at least a majority in aggregate principal amount of all the Bonds Outstanding in respect of which default in the payment of principal and/or interest exists; or
- (b) at least a majority in aggregate principal amount of all the Bonds Outstanding in the case of any other event of default; provided, however, that there shall not be waived
 - (i) any event of default in the payment of the principal of any Outstanding Bonds when due whether by mandatory redemption through the Bond Sinking Fund or at the dates of maturity specified therein; or
 - (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest thereon (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee and any Paying Agent in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission or

in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Issuer, the Trustee and the Bondholders shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

SUMMARY OF CERTAIN PROVISIONS OF LOAN AGREEMENT

The following is a summary of certain provisions of the Loan Agreement between the Borrower and the Issuer, to which reference is made for a full and complete statement of its provisions.

Loan of Series 2021 Bond Proceeds

The Borrower will enter into the First Amendment to Loan Agreement with the Issuer, pursuant to which the Issuer will lend the proceeds from the sale of the Series 2021 Bonds to the Borrower. The Borrower agrees in the Loan Agreement to make repayments of the loan in amounts sufficient to permit the Issuer to make payments of principal, premium, if any, and interest on the Series 2021 Bonds.

Representations

The Borrower represents that it is a nonprofit corporation, duly incorporated under the laws of the State, is in good standing and duly authorized to conduct its business in the State, and is duly authorized and has full power to enter into the Loan Agreement. Simultaneously with the issuance and sale of the Bonds, the Borrower will represent that no litigation, proceedings or investigations are pending or, to its knowledge, threatened against it except litigation, proceedings or investigations in which the probable ultimate recoveries and the estimated costs and expenses of defense, in the opinion of counsel to the Borrower:

(a) will be entirely within its applicable insurance policy limits (subject to applicable deductibles) or not in excess of the total of the available reserves held under the applicable self-insurance programs; or

(b) will not have a material adverse effect on the operation or condition, financial or otherwise of the Borrower.

Payment of Series 2021 Bonds; Assignment of Rights under the Loan Agreement

The Borrower agrees that the Loan Agreement and payments to be made thereunder (excluding fees and expenses payable to the Issuer and the Issuer's right to indemnification in certain circumstances) shall be assigned and pledged to secure the payment of the Series 2021 Bonds and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Issuer thereunder may be protected and enforced in conformity with the Indenture and may be assigned by the Issuer to the Trustee as additional security for the Series 2021 Bonds.

Payments Under the Loan Agreement

Under the terms of the Loan Agreement, the Borrower agrees to pay the Trustee such amounts at such times as shall provide for payment of interest, premium, if any, and principal, whether upon a regularly scheduled interest payment date, maturity, mandatory redemption or acceleration, on the Bonds Outstanding under the Indenture. The Agreement also requires that the Borrower pay certain other charges which may be incurred for such items as the Trustee's fees, the Issuer's fees and expenses, taxes and assessments, if any. All payments due under the Agreement, except for certain enumerated payments described in the Agreement, shall be paid directly to the Trustee and applied in the manner provided in the Indenture.

Borrower's Obligations Are Unconditional

The obligations of the Borrower to make the loan repayments and to pay the other sums provided in the Loan Agreement and to perform and observe its other agreements under the Loan Agreement shall be absolute and unconditional, and the Borrower shall not be entitled to any abatement or diminution thereof or to any termination of the Loan Agreement for any reason.

Certain Covenants of the Borrower Relating to Corporate Existence and Use of Property

The Borrower covenants that it is a nonprofit corporation and an organization described in Section 501(c)(3) of the Code, that it is not a "private foundation" as defined in Section 509(a) of the Code and that it is exempt from federal

income taxation under Section 501(a) of the Code and that it has not declared and has not been determined to have any "unrelated business taxable income" as defined in Section 512 of the Code and it does not have "unrelated business taxable income," which could have a material adverse effect on its status as an organization described in Section 501(c)(3) of the Code or its exemption from federal income taxation under Section 501(a) of the Code or which, if such income were subject to federal income taxation, would have a material adverse effect on the condition, financial or otherwise of the Borrower.

The Borrower covenants that it will not lease, sell, assign, grant or convey all or any portion of the Facilities or any interest therein to the United States or any agency or instrumentality thereof or to any other person or use or permit to be used the same in an unrelated trade of business determined by applying Section 513(c) of the Code if such sale, assignment, grant, conveyance or use would result in the Bonds being private activity bonds which are not qualified 501(c)(3) bonds within the meaning of Section 141 of the Code.

The Borrower covenants that it will comply with and fulfill all other requirements and conditions of the Code and regulations and rulings issued pursuant thereto relating to the acquisition and operation of the Facilities, and not take any action, or refrain from taking any action, or permit others to take any action or refrain from taking any action if a result thereof is to cause the interest on the Bonds to be subject to federal income taxation to which they would not otherwise have been subject.

The Borrower covenants that it will maintain its status as an organization described in Section 501(c)(3) of the Code and as an organization which is not a "private foundation" as defined in Section 509(a) of the Code and maintain all other licenses and permits required by federal and state agencies.

Rates and Charges

The Borrower covenants and agrees that it will fix, charge and collect, or cause to be fixed, charged and collected, subject to applicable requirements or restrictions imposed by law, such rates, fees and charges for the use of and for the services furnished or to be furnished by the Facilities as, together with all other receipts and revenues of the Facilities and any other funds available therefore, will be sufficient to pay debt service on the Bonds and to pay all expenses of operation and maintenance of the Facilities and at least in each Fiscal Year to produce a Debt Service Coverage Ratio equal to at least 1.10 for such Fiscal Year.

The Borrower further covenants and agrees that it will, from time to time as often as necessary, to the extent permitted by law, revise its rates, fees and charges in such manner as may be necessary or proper to comply with the provisions of this paragraph. This paragraph shall not be construed to prohibit the Borrower from providing service without charge or at reduced charges to the extent determined necessary by its Board of Directors to continue its qualification as a tax-exempt organization or to comply with any other requirements of law.

Restrictions Relating to Transfer

(a) The Borrower covenants and agrees it will not sell, lease (except to tenants in the ordinary course) or otherwise dispose of more than 3% of the Project except:

(i) if prior to such sale, lease or other disposition, such property has become inadequate, obsolete or worn out and any amounts received by the liquidation upon such disposition shall be applied by the Borrower to acquire additional property constituting a "project" under the Act; or

(ii) if prior to such sale, lease or disposition, the Borrower delivers to the Trustee a written opinion of Bond Counsel to the effect that any such disposition in excess of 3% will not adversely affect the tax-exempt status of the Series 2021 Bonds. The Borrower agrees to apply the proceeds of any disposition referred to in (i) as provided in such subsection and that any property acquired with such proceeds shall be deemed property financed or refinanced with proceeds of the Bonds.

(b) Unless the Debt Service Coverage Ratio required by Section 7.2 of the Agreement has been met in the prior Fiscal Year, the Borrower will not transfer any assets or funds to any other person for less than the full market value thereof.

Restrictions as to Incurrence of Additional Indebtedness

The Borrower agrees that it will not incur any Additional Indebtedness, other than the following Indebtedness if incurred at any time when there shall not exist any Event of Default of the Borrower under the Loan Agreement:

(a) Long-Term Indebtedness provided that:

(i) the Borrower shall certify in an Officer's Certificate delivered to the Trustee the intended uses of the proceeds of such Long-Term Indebtedness and, if such intended uses include the acquisition, construction, equipment or other capital improvements, the estimated cost thereof; and

(ii) the Borrower shall have delivered to the Trustee either:

(A) Report on Historical Coverage. An Officer's Certificate to the effect that for the most recent two Fiscal Years the Debt Service Coverage Ratio was not less than 1.15 for all Outstanding Long-Term Indebtedness (exclusive of any Outstanding Long-Term Indebtedness which is to be redeemed with proceeds of the Indebtedness to be incurred) and the Long-Term Indebtedness then proposed to be incurred; or

(B) Reports on Historical and Pro-Forma Coverage. The following reports or opinions:

(1) a report or opinion of a firm of independent certified public accountants to the effect that for each of the two most recently ended Fiscal Years Net Income Available for Debt Service was not less than 1.15 of Debt Service (not including the Long-Term Indebtedness then proposed to be incurred); and

(2) a financial forecast, accompanied by an independent certified public accountant's examination report to the effect that the estimated annual Debt Service Coverage Ratio for each of the first three full Fiscal Years following the estimated completion of the acquisition, construction, renovation or replacement being paid for with the proceeds of such additional Long-Term Indebtedness, or following the incurrence of Long-Term Indebtedness for other purposes, will be not less than 1.25 after giving effect to the incurrence of such additional Long-Term Indebtedness and the application of the proceeds thereof;

(b) Completion Indebtedness in an aggregate principal amount not exceeding 20% of the aggregate principal amount of Indebtedness issued to finance the facilities to be completed.

(c) Refunding Indebtedness.

(d) Short-Term Indebtedness for working capital purposes, provided that in no event shall the Borrower cause the total Short Term Indebtedness to exceed in the aggregate then outstanding 20% of the Revenues of the Borrower for the preceding Fiscal Year.

(e) Subordinated Indebtedness, provided that a subordination agreement in the form of Exhibit D to the Original Agreement is entered into between the creditor and the Trustee.

(f) Other Indebtedness of the Borrower, whether or not constituting Long-Term Indebtedness, in addition to the Indebtedness permitted by the preceding paragraphs (a) through (e), provided that at the time of issuance thereof and after giving effect thereto and to the application of the proceeds thereof, the aggregate unpaid principal amount of all such Indebtedness incurred under this paragraph (f) then outstanding does not exceed 10% of Revenues as shown on the most recently available audited financial statements of the Borrower, and provided further that the Debt Service Coverage Ratio required by Section 7.2 of the Original Agreement was met for the prior Fiscal Year.

Consultants

In the event that the Debt Service Coverage Ratio for any Fiscal Year is less than 1.10 for such Fiscal Year, the Borrower shall employ an Independent Consultant promptly. The Independent Consultant shall review and analyze the reports of the Borrower required by the Original Agreement, and inspect the Facilities, their operation and administration, and submit written reports to the Borrower and Trustee, and make such recommendations as to the operation and administration of the Facilities as to such Independent Consultant seems appropriate, including any recommendation as to a revision of the rates, fees and charges of the Facilities or the methods of operation of the Facilities. The Borrower agrees to consider any recommendations of the Independent Consultant and, to the extent feasible, to follow and carry out such recommendations. If in the next succeeding Fiscal Year following the employment of an Independent Consultant,

the Debt Service Coverage Ratio remains less than 1.10, the Borrower shall not be required to again employ an Independent Consultant in such Fiscal Year, so long as the Borrower is proceeding to carry out the recommendations of the Independent Consultant and the Debt Service Coverage Ratio is not less than 1.0.

So long as the Borrower is otherwise in full compliance with its obligations under the Loan Agreement, it shall not constitute an Event of Default under the Loan Agreement that the Net Income Available for Debt Service is less than the amount required by the Loan Agreement unless the Borrower does not adopt and carry out the recommendations of the Independent Consultant employed pursuant to the extent required by the Loan Agreement or the Debt Service Coverage Ratio is less than 1.0.

Provisions Respecting Insurance

The Borrower agrees in the Loan Agreement that the Facilities will be considered as an asset of the Borrower for the purposes of application of insurance practices and will be insured for fire and the standard form of extended coverage risks, consistent with the customary insurance practices of the Borrower, provided that so long as the Loan Agreement is in effect, the Facilities will be so insured in an amount not less than the full replacement value of the Facilities.

In addition, the Borrower is required under the Loan Agreement to maintain comprehensive general liability insurance, or property damage liability insurance for personal injury and damage or destruction of property occurring in or about the Facilities, in an amount of not less than \$1,000,000 per claim and \$3,000,000 annual aggregate of all claims. The Borrower is also required to maintain business interruption insurance in an amount equal to one year's operating expense plus principal and interest on the Bonds.

Upon request from the Trustee, the Borrower shall obtain at least once during each calendar year while the Bonds are Outstanding a written report on the adequacy of the insurance coverage then in force from an independent insurance agent or consultant and mail a copy of said report to the Trustee.

At all times while the Bonds are Outstanding, the Borrower shall maintain worker's compensation coverage, which may but need not be through self-insurance, or cause the same to be maintained in amounts and in accordance with the requirements of law.

All insurance required by provisions of Loan Agreement shall be taken out and maintained in responsible insurance companies, selected by the Borrower, organized under the laws of one of the states of the United States and qualified to do business in the State. The Trustee shall be named as an additional insured as its interests may appear and as Mortgagee/Payee with respect to any casualty insurance required by the Loan Agreement. The Borrower will deposit with the Trustee policies evidencing all such insurance, or a certificate or certificates of the respective insurers stating that such insurance is in force and effect. Each policy shall contain a provision that the insurer shall not cancel, alter or significantly amend the policy without giving written notice to the Trustee at least 30 days before the cancellation, alteration or amendment becomes effective. Before the expiration of any policy, the Borrower shall furnish the Trustee evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article VII, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, the Borrower may maintain blanket policies having the coverage required herein, in which event it shall deposit with the Trustee a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Facilities.

Subordination of Management Fees Agreement

The Borrower shall not amend, modify or terminate the Subordination of Management Fees Agreement during the time period for which any series of Bonds remain outstanding.

Consolidation, Merger or Transfer of Substantially All of Property

The Borrower covenants that will maintain its corporate existence and will not dissolve and will not permit one or more other corporations to consolidate with or merge into it and will not dispose of all or substantially all of its Property, except that the Borrower may, without violating the foregoing consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it or transfer all or substantially all of its Property, if the corporation surviving such merger or resulting from such consolidation or the transferee entity, as the case may be:

(a) Is a domestic corporation (that is, a corporation organized and existing under the laws of one of the states of the United States of America or the District of Columbia) qualified to do business in the State;

- (b) Is an entity of a nature such that its succession to the position of the Borrower under the Loan Agreement will not, in the opinion of Bond Counsel adversely affect the validity of the Bonds or the exclusion from gross income for federal income tax purposes of the interest payable on the Bonds;
- (c) Immediately after such transaction will not be in default under the Loan Agreement;
- (d) Has the ability to incur at least one dollar (\$1.00) of Additional Indebtedness under the conditions set forth in the Loan Agreement;
- (e) Has fund balances immediately following such merger, consolidation or transfer at least equal to 100% of the fund balances of the Borrower immediately prior to such merger, consolidation or transfer; and
- (f) Expressly assumes, in writing, all of the obligations of the Borrower contained in the Loan Agreement.

Indemnification

The Borrower will pay, and will protect, indemnify and save the Issuer, its officers and employees, and the Trustee harmless from and against any and all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses of the Borrower, the Issuer and the Trustee), causes of action, suits, claims, demands and judgments of whatsoever kind and nature (including those arising or resulting from any injury to or death of any person or damage to property) arising from or in any manner directly or indirectly growing out of or connected with the following:

1. any injury to or death of any person or damage to property in or upon the Facilities or growing out of or connected with the use, non-use, condition or occupancy of the Facilities or any part thereof, including any and all acts or operations relating to the acquisition or installation of property or improvements. The foregoing indemnification obligations shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Borrower, customers, suppliers or affiliated organizations under any Workers' Compensation Acts, Disability Benefit Acts or other employee benefit acts;
2. violation of any agreement, provision or condition of this Agreement, the Bonds or the Indenture, except a violation by the party seeking indemnification;
3. violation by the Borrower of any contract, agreement or restriction which shall have existed at the commencement of the term of this Agreement or shall have been approved by the Borrower;
4. violation by the Borrower of any law, ordinance, court order or regulation affecting the Project or a part thereof or the ownership, occupancy or use thereof;
5. any statement or information relating to the expenditure of the proceeds of the Bonds contained in the Tax Certificate or similar document furnished by the Borrower to the Issuer or Trustee which, at the time made, is misleading, untrue or incorrect in any material respect; and
6. any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Issuer or Trustee or any such other indemnified person, as the case may be, of notice of the commencement of any action with respect to which indemnity may be sought against the Borrower under this Section, such person will notify the Borrower in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Borrower shall assume the defense of such action (including the employment of counsel, who shall be counsel subject to the approval of the Issuer, which approval shall not be unreasonably withheld, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Borrower, the Issuer or any such other indemnified person shall have the right to employ separate counsel of their own choice in any such action and to participate in the defense thereof, and the fees and expenses of such counsel shall be at the expense of the Borrower. The Borrower shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

All amounts payable to or with respect to the Issuer under the Loan Agreement shall be deemed to be fees and expenses of the Issuer for the purposes of the provisions of the Loan Agreement and of the Indenture dealing with assignment of the Issuer's rights under the Loan Agreement.

Arbitrage

The Borrower covenants that no use will be made of proceeds of the Series 2021 Bonds or any moneys in the Series 2021 Subaccounts of the Bond Fund, the Debt Service Reserve Fund, or any other fund held with respect to the Bonds which, if such use could have been reasonably expected on the date of issuance of the Series 2021 Bonds, would have caused the Series 2021 Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code and, further, covenants to comply with the requirements of said Section 148 and any regulations relating thereto and to execute such certificates as may be necessary to evidence such compliance.

Amendments to the Loan Agreement

Under the terms of the Indenture, the Issuer, the Borrower and the Trustee may, without the consent of or notice to the holders of the Bonds, consent to any amendment, change or modification of the Loan Agreement as may be required (a) by the provisions of the Indenture or the Loan Agreement; (b) for the purpose of curing any ambiguity or formal defect or omission; (c) for the purpose of complying with the Tax Certificate; (d) in connection with the issuance of any Additional Bonds; or (e) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the holders of the Bonds.

Except for the amendments, changes or modifications referred to in the preceding paragraph, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Loan Agreement without the written approval or consent of the holders of not less than a majority in aggregate principal amount of the Bonds which are outstanding at the time of execution of any such amendment, change or modification, or in case less than all of the Bonds then outstanding are affected thereby, the holders of not less than a majority in aggregate principal amount of the Bond so affected which are outstanding at the time of execution of any such amendment, change or modification; provided that if such amendment, change or modification will, by its terms, not take effect so long as any Bonds remain outstanding, the consent of the holder of such Bonds shall not be required.

Defaults and Remedies

The occurrence and continuance of any of the following events shall constitute an "event of default" under the Loan Agreement:

(a) Failure of the Borrower to pay any Loan Payment or any other payment required to be made under the Loan Agreement when the same shall become due and payable, whether upon a scheduled payment date, at maturity, upon any date fixed for prepayment, by acceleration or otherwise, and the continuance of such failure for two (2) days; or

(b) Failure of the Borrower to comply with or perform any of the covenants, conditions or provisions of the Loan Agreement and to remedy such default within thirty (30) days after notice thereof from the Trustee to the Borrower but subject to longer cure periods under conditions provided in the Loan Agreement; or

(c) If any representation or warranty made by the Borrower under the Loan Agreement or in any statement or certificate furnished to the Issuer or the Trustee or the purchaser of any of the Bonds in connection with the sale of the Bonds or furnished by the Borrower pursuant to the Loan Agreement proves untrue in any material respect as of the date of the issuance or making thereof and shall not be made good within thirty (30) days after notice thereof to the Borrower by the Trustee or the Issuer but subject to longer cure periods under conditions provided in the Loan Agreement; or

(d) If the Borrower admits insolvency or bankruptcy or its inability to pay its debts as they mature, or is, generally, not paying its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the Borrower, or for the major part of its Property; or

(e) If a trustee, custodian or receiver is appointed for the Borrower or for the major part of its property and is not discharged within 30 days after such appointment; or

(f) If bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, proceedings under Title 11 of the United States Code, as amended, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors are instituted by or against the Borrower (other than bankruptcy proceedings instituted by the

Borrower against third parties) and if instituted against the Borrower are allowed against the Borrower or are consented to or are not dismissed, permanently stayed or otherwise nullified within 60 days after such institution; or

(g) If payment of any installment of interest, principal or premium on any Bond shall not be made when the same shall become due and payable under the provisions of the Indenture; or

(h) the occurrence of an event of default under the Mortgage.

The Trustee shall provide notice to the Borrower by delivery, or facsimile, confirmed in writing by overnight mail, if Loan Payment is made when due within one Business Day following the due date of such Loan Payment. The Trustee shall provide written notice to the Borrower promptly upon receipt of actual notice of any of the other events of defaults.

Upon the occurrence and during the continuance of any event of default under the Loan Agreement in addition to any other remedies in the Loan Agreement or by law provided (a) the Trustee by written notice to the Borrower may declare the principal of the Loan to be due and payable immediately; and, upon any such declaration, the principal of the Loan shall become and be immediately due and payable as if all of the sums of money payable under the Loan Agreement were originally stipulated to be paid on such accelerated payment dates, anything in the Loan Agreement to the contrary notwithstanding; or (b) the Trustee may proceed to protect and enforce its rights by pursuing any available remedy including a suit or suits in equity or at law, whether for damages or for the specific performance of any obligation, covenant or agreement contained in the Loan Agreement, or in aid of the execution of any power granted in the Loan Agreement, or for the enforcement of any other appropriate legal or equitable remedy, as the Issuer or the Trustee shall deem most effectual to collect the payment then due and thereafter to become due under the Loan Agreement to enforce performance and observance of any obligation, agreement or covenant of the Borrower under the Loan Agreement, or to protect and enforce any of the Issuer's rights or duties under the Loan Agreement.

Under the acceleration of the Loan, the Trustee shall (a) (within five (5) business days prior to the date fixed for redemption) promptly draw funds on deposit in the Bond Fund or any other funds established under the Indenture and which are available for payment of the Bonds, to pay the outstanding principal balance, redemption premium, if any, and accrued interest due on the Bonds on the date fixed for redemption.

SUMMARY OF CERTAIN PROVISIONS OF THE MORTGAGE

In order to secure its obligations under the Loan Agreement, the Borrower previously executed and has executed and delivered the First Amendment to Mortgage granting a first mortgage lien on its existing facilities. Under the conditions stated in the Mortgage, unimproved land may be released from the lien of the Mortgage.

SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT

The Original Facility is subject to a Regulatory Agreement dated as of December 1, 1999 (the "Regulatory Agreement") between the Borrower, the City of Des Moines, Iowa and the Trustee. The Regulatory Agreement requires that at least 20% of the units of said facility must be occupied by individuals or families whose income is 50% or less of area median gross income adjusted for family size as determined under Section 142(d) of the Code. Failure to comply with these requirements could result in the loss of the federal tax exemption of the Bonds retroactive to their date of issuance.

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX D

FORM OF BOND COUNSEL OPINION

(THIS PAGE INTENTIONALLY LEFT BLANK)

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

(THIS PAGE INTENTIONALLY LEFT BLANK)

CONTINUING DISCLOSURE AGREEMENT

between

LUTHER PARK APARTMENTS, INC.

as Borrower,

and

U.S. BANK NATIONAL ASSOCIATION

as Agent

Dated as of December 1, 2021

Relating to:

[\$6,650,000]

City of Bondurant, Iowa
Senior Housing Revenue Refunding Bonds
(Luther Park Apartments, Inc. Project),
Series 2021

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of December 1, 2021 (this “Agreement”), is entered into between Luther Park Apartments, Inc., an Iowa nonprofit corporation (the “Borrower”), and U.S. Bank National Association, acting as dissemination agent (the “Dissemination Agent”).

W I T N E S S E T H:

WHEREAS, simultaneously with the execution and delivery of this Agreement, the City of Bondurant, Iowa, a municipal corporation and political subdivision of the State of Iowa (the “Issuer”), and U.S. Bank National Association, as successor trustee (the “Trustee”), will enter into a First Supplemental Trust Indenture dated as of the date hereof (the “First Supplemental Indenture”), which amends and supplements the Trust Indenture, dated as of December 1, 2015 (the “Original Indenture” and, together with the First Supplemental Indenture, the “Indenture”), between the Issuer and Wells Fargo Bank, National Association, as prior trustee, pursuant to which the Issuer will issue \$6,650,000 City of Bondurant, Iowa Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 (the “Series 2021 Bonds”), the proceeds of which will be used as described in the Indenture; and the Issuer will loan the proceeds of the Series 2021 Bonds to the Borrower and the Borrower will agree to make loan repayments in amounts and at times sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Series 2021 Bonds when due, all pursuant to a Loan Agreement dated as of December 1, 2015 (the “Original Loan Agreement,” as amended by a First Amendment to Loan Agreement, dated as of the date hereof (the “First Amendment to Loan Agreement” and, together with the Original Loan Agreement, the “Loan Agreement”) between the Issuer and the Borrower; and

WHEREAS, to provide for the public availability of certain information relating to the Series 2021 Bonds and the security therefor and to permit the Participating Underwriter (defined herein) in the primary offering of the Series 2021 Bonds to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

Section 1. Definitions and Exhibits.

Terms used with initial capital letters but not defined herein shall have the meanings given such terms in the Indenture, unless the context hereof clearly requires otherwise. In addition, the following terms, when used herein, have the following respective meanings:

“Annual Report” shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Section 4(c) of this Agreement.

“Beneficial Owner” shall mean, in respect of a Series 2021 Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2021 Bond (including persons or entities holding

Series 2021 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Series 2021 Bond for federal income tax purposes.

“Disclosure Information” shall mean Annual Reports and Listed Events required to be filed.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Series 2021 Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 4(d) of this Agreement.

“Material Fact” shall mean a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2021 Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing, a “Material Fact” is also an event that would be deemed “material” for purposes of the purchase, holding or sale of a Series 2021 Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street N.W., Suite 1000, Washington, D.C. 20005 or any successor to its functions.

“Official Statement” shall mean the Official Statement, dated December [8], 2021, relating to the Series 2021 Bonds.

“Owner” shall mean, in respect of a Series 2021 Bond, the registered owner or owners thereof appearing in the bond register maintained by the Trustee or any Beneficial Owner thereof, if the Beneficial Owner provides to the Trustee evidence of such beneficial ownership in form and substance reasonably satisfactory to the Trustee.

“Participating Underwriter” shall mean Northland Securities, Inc. and any other Underwriters of the Series 2021 Bonds required to comply with the Rule in connection with the primary offering of the Series 2021 Bonds.

“Person” shall mean any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, trust,

unincorporated organization or government or any agency or political subdivision thereof.

“Rating Agency” shall mean any nationally recognized securities rating organization that is, as of the relevant date, maintaining a rating for the Series 2021 Bonds. As of the date of this Agreement, no Rating Agencies are maintaining a rating for the Series 2021 Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), as in effect and interpreted from time to time.

“SEC” shall mean the Securities and Exchange Commission or any successor to its functions governing state and municipal securities disclosure.

“State” shall mean the State of Iowa.

“Underwriter” shall mean Northland Securities, Inc. or its successor.

Section 2. Representations.

Each of the parties hereto represents and warrants to each other party that: (i) it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect; (ii) it has duly authorized the execution and delivery of this Agreement; (iii) the execution and delivery of this Agreement and performance of the terms hereof by such party do not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument to which it is a party or by which it is bound; and (iv) no litigation, proceeding or administrative matter is pending to which it is a party, or to its knowledge, overtly threatened, contesting or questioning the legal existence of such party, its power and authority to enter into and perform this Agreement or its due authorization, execution and delivery of this Agreement.

The Borrower represents and warrants that it is the only “obligated person” in respect of the Series 2021 Bonds within the meaning of the Rule.

Section 3. Appointment of Dissemination Agent as Agent; Resignation; Removal.

The Borrower hereby appoints the Dissemination Agent as its agent for the purpose of disclosing the information described in this Agreement in the manner set forth herein.

The Dissemination Agent hereby accepts such appointment, subject to the terms and conditions of this Agreement. In the event that the Dissemination Agent, in its reasonable opinion, determines that during the continuation of an Event of Default under the Indenture the activities of the Dissemination Agent hereunder conflict with any of its duties and responsibilities under the Indenture, the Dissemination Agent need not undertake such activities hereunder. The Dissemination Agent will promptly inform the Borrower and the Participating Underwriter in writing of any such determination.

The inability of the Dissemination Agent to undertake certain activities under this Agreement as provided in the immediately preceding paragraph shall not relieve or otherwise affect the responsibilities of the Borrower to file Disclosure Information directly on EMMA without the agency of the Dissemination Agent.

The rights and immunities granted the Dissemination Agent in Article VII of the Original Indenture shall apply as well to the activities of the Dissemination Agent hereunder.

The Dissemination Agent may be removed as the agent of the Borrower hereunder at any time by the Borrower by a written instrument delivered to the Dissemination Agent. The Dissemination Agent may at any time resign as agent hereunder and be discharged of the duties and obligations imposed on it hereunder by giving at least 30 days' written notice to the Borrower. The removal or resignation of the Dissemination Agent as agent hereunder shall not affect the covenants and agreements of the Borrower in this Agreement. The Borrower shall either appoint another agent to perform the duties and obligations imposed on the Dissemination Agent hereunder or perform such duties and obligations itself. The Borrower shall promptly notify the Participating Underwriter of the resignation or removal of the Dissemination Agent as agent hereunder.

Section 4. Provision of Annual Reports; Content of Annual Reports; Reporting of Significant Events

(a) Not later than May 31 (the "Submission Deadline") following the end of each fiscal year ending December 31, commencing with the fiscal year ending December 31, 2021, the Dissemination Agent shall file on EMMA an electronic copy of the Annual Report which is consistent with the requirements of this Section 4 in a format and accompanied by such identifying information as prescribed by the MSRB, accompanied by a Certificate of the Borrower stating in effect that such information is the Borrower's Disclosure Information required to be submitted under this Section 4. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section 4; provided that the audited financial statements of the Borrower may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

(b) If an Annual Report has not been filed by the Submission Deadline, in a timely manner thereafter, the Dissemination Agent shall file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(c) The Borrower's Annual Report shall contain or include by reference the following:

(1) The audited financial statements of the Borrower for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Borrower's audited financial statements are not available by the

Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(2) Tables, schedules or other information contained in the Official Statement for the Series 2021 Bonds, under the following captions:

“Fees and Charges”

“Occupancy”

“Selected Financial Data” (other than part-year information under the heading)

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Borrower, which are available on EMMA or are filed with the SEC. If the document included by reference is a final official statement, it must be available on EMMA. Each such other document so included by reference shall be clearly identified.

If any part of the Annual Report can no longer be generated because the operations of the Borrower have materially changed or been discontinued, such portion of the Annual Report need no longer be provided if the Borrower includes in the Annual Report a statement to such effect; provided, however, if such operations have been replaced by other Borrower operations in respect of which data is not included in the Annual Report and the Borrower determines that certain specified data regarding such replacement operations would be a Material Fact the disclosure of which is required under the Rule, then, from and after such determination, the Annual Report shall include such additional specified data regarding the replacement operations.

If the Annual Report is changed or this Agreement is amended as permitted by this Section 4(c) or Section 11 hereof, then the Borrower shall include in the next Annual Report with respect to the Borrower to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

The Borrower agrees to notify the Dissemination Agent promptly of any change in the fiscal year or accounting principles pursuant to which the audited financial statements are prepared. If the Borrower’s fiscal year changes, the Dissemination Agent shall give notice of such change in the same manner as for a Listed Event under Section 4(d), and the Submission Deadline beginning with the subsequent fiscal year will become the last day of the fifth month following the end of the changed fiscal year.

(d) The Borrower shall also provide the Dissemination Agent notice of the occurrence of any of the following events with respect to the Series 2021 Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Series 2021 Bonds.
- (7) Modifications to rights of Series 2021 Bondholders, if material.
- (8) Series 2021 Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(e) If a Listed Event described in paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) above has occurred and the Borrower has determined that such Listed Event is a Material Fact, the Borrower shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause the Dissemination Agent to promptly file, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(f) If a Listed Event described in paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Borrower shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file or cause the Dissemination Agent to promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (b) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2021 Bonds pursuant to the Indenture.

Section 5. Disclosure to Public.

The Dissemination Agent is authorized and directed to file on EMMA the following information in a timely manner, in an electronic format:

(a) the Annual Report provided pursuant to Section 4(a) hereof within three (3) Business Days after the receipt thereof from the Borrower;

(b) any Listed Event reported to the Dissemination Agent by the Borrower under Section 4(b) hereof in the form provided by the Borrower;

(c) the failure of the Borrower to provide the Disclosure Information required to be provided to the Dissemination Agent hereunder, after the cure period provided in Section 8 hereof;

(d) any amendment of or supplement to this Agreement entered into in accordance with Section 11 hereof, together with a copy of such amendment or supplement and any explanation provided by the Borrower under Section 11 hereof;

(e) the termination of the obligations of the Borrower under this Agreement pursuant to Sections 9 or 14 hereof; and

(f) any change in fiscal year or accounting principles, in the form provided by the Borrower.

At the written request of the Borrower the Dissemination Agent shall also promptly file on EMMA a copy of any other information provided by the Borrower for such dissemination.

Section 6. Disclosure to Holders, Underwriters and Rating Agencies.

The Dissemination Agent is further authorized and directed to forward in an appropriate manner to any Rating Agency then maintaining a rating on the Series 2021 Bonds, to the Underwriter and, at the expense of such Holder, to any Holder who requests in writing such information, any information filed on EMMA under Section 5 hereof, at the time of such filing or, if such information is filed with a subsequent time of release, at the time such information is to be released.

Nothing in this Agreement is intended to limit the ability of the Dissemination Agent to communicate with the Holders in such manner and at such times as it shall deem appropriate in executing the trusts under the Indenture. The Dissemination Agent shall not be required to file on EMMA or forward to the Underwriter or any Rating Agency such communication under this Section 6, unless and only to the extent it is specifically described in Section 5 hereof. The Borrower acknowledges and agrees that the Dissemination Agent may, in its discretion, however, file on EMMA or forward to the Underwriter or any Rating Agency any communication with Holders, unless the Dissemination Agent determines that such disclosure would adversely affect the security or interests of the Holders.

Section 7. Costs, Expenses and Indemnification of Dissemination Agent.

The Borrower hereby agrees to pay reasonable compensation of the Dissemination Agent for, and all costs and expenses of the Dissemination Agent incurred in, performing the services required of it under this Agreement, whether as agent for the Borrower or otherwise. The Borrower hereby acknowledges and agrees that such compensation, costs and expenses constitute an item for which the Borrower is to make additional payments under the Indenture.

In addition to any and all rights of the Dissemination Agent to reimbursement or indemnification or other rights pursuant to the Indenture or at law or in equity, the Borrower hereby agrees to indemnify and hold harmless the Dissemination Agent and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including reasonable attorneys' fees and expenses) which such indemnified party incurs by reason of the Dissemination Agent's disclosure of information pursuant to this Agreement; provided that the Borrower shall not be required to indemnify the Dissemination Agent for any claims, damages, losses, liabilities, costs or expenses

to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Dissemination Agent in such disclosure of information hereunder. The provisions contained in this Section 7(b) shall survive termination of the other provisions of this Agreement and the Indenture or the resignation or removal of the Dissemination Agent.

Section 8. Defaults and Remedies.

Failure of the Borrower or the Dissemination Agent to comply with any provisions of this Agreement on its part to be observed shall constitute a default hereunder and any party hereto aggrieved thereby (excluding the Dissemination Agent, which is acting as agent of the Borrower, but including the Underwriter and the Holders as third-party beneficiaries hereof), may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained herein, including an action for specific performance. Indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Agreement constitute a default or an Event of Default under the Series 2021 Bonds or the Indenture.

In addition to the foregoing remedies, in the event the Borrower breaches its covenant to provide the Disclosure Information to the Dissemination Agent under Section 4 hereof by the date therein specified, and such breach continues for a period of thirty (30) days, then the Dissemination Agent shall promptly file on EMMA notice of the failure of the Borrower to provide the Disclosure Information. The Dissemination Agent will use its best efforts to notify the Borrower promptly following the date the Disclosure Information is to have been provided by the Borrower under Section 4 hereof if it has failed to receive such information, but any failure by the Dissemination Agent to so notify the Borrower shall not affect the obligation of the Dissemination Agent under this Section 8 to file notice on EMMA if such default persists for thirty days as provided in the immediately preceding sentence.

Section 9. Binding Effect; Holders and Underwriter as Third-Party Beneficiaries.

This Agreement shall inure to the benefit of and shall be binding upon the Borrower and the Dissemination Agent and their respective successors and permitted assigns; provided, however, that in the event another Person succeeds to the obligations and agreements of the Borrower under this Agreement and the Borrower is released from its obligations under the Indenture, (i) the original Borrower which has been succeeded by another Person shall be released from all further covenants and agreements contained herein, and (ii) the Disclosure Information may be modified to the extent permitted by Section 11 hereof. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the Underwriter and the Owners from time to time of the outstanding Series 2021 Bonds. Said third-party beneficiaries shall be entitled to enforce performance and observance by the parties of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto; provided that this Agreement (other than this Section 9) may be amended or supplemented from time to time without notice to or the consent of such third-party beneficiaries. Nothing in this Agreement, express or implied, shall give to any Person any benefit or other legal or equitable right, remedy or claim under this Agreement, other

than the parties hereto and their respective successors and permitted assigns as provided herein and the Holders of the outstanding Series 2021 Bonds.

Section 10. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 11. Amendments.

Notwithstanding any other provision of this Agreement, the parties may amend this Agreement, and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

- (a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2021 Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2021 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the SEC.

If the Disclosure Information is amended pursuant to this Section 11, the Borrower shall provide to the Dissemination Agent, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

Section 12. Execution Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Governing Law; Construction.

This Agreement shall be construed in accordance with the laws of the State without giving effect to the conflicts-of-law principles thereof. This Agreement is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

Section 14. Term.

This Agreement shall remain in effect so long as any Series 2021 Bonds are outstanding. Notwithstanding the preceding sentence, however, this Agreement shall terminate and be without further effect as of any date on which the Borrower delivers to the Trustee an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the Borrower to comply with this Agreement will not cause the Participating Underwriter or securities firms recommending the Series 2021 Bonds to prospective purchasers to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

Section 15. Notices.

Notices to be given to the Borrower or the Dissemination Agent hereunder shall be given to them at the addresses and in the manner specified in or pursuant to the Indenture.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed in their respective names, all as of the date first written above.

LUTHER PARK APARTMENTS, INC.

By: _____

IN WITNESS WHEREOF, the Dissemination Agent has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

as Agent

By _____

CONTINUING DISCLOSURE AGREEMENT

between

LUTHER PARK APARTMENTS, INC.

as Borrower,

and

U.S. BANK NATIONAL ASSOCIATION

as Agent

Dated as of December 1, 2021

Relating to:

[\$6,650,000]

City of Bondurant, Iowa
Senior Housing Revenue Refunding Bonds
(Luther Park Apartments, Inc. Project),
Series 2021

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of December 1, 2021 (this “Agreement”), is entered into between Luther Park Apartments, Inc., an Iowa nonprofit corporation (the “Borrower”), and U.S. Bank National Association, acting as dissemination agent (the “Dissemination Agent”).

W I T N E S S E T H:

WHEREAS, simultaneously with the execution and delivery of this Agreement, the City of Bondurant, Iowa, a municipal corporation and political subdivision of the State of Iowa (the “Issuer”), and U.S. Bank National Association, as successor trustee (the “Trustee”), will enter into a First Supplemental Trust Indenture dated as of the date hereof (the “First Supplemental Indenture”), which amends and supplements the Trust Indenture, dated as of December 1, 2015 (the “Original Indenture” and, together with the First Supplemental Indenture, the “Indenture”), between the Issuer and Wells Fargo Bank, National Association, as prior trustee, pursuant to which the Issuer will issue \$6,650,000 City of Bondurant, Iowa Senior Housing Revenue Refunding Bonds (Luther Park Apartments, Inc. Project), Series 2021 (the “Series 2021 Bonds”), the proceeds of which will be used as described in the Indenture; and the Issuer will loan the proceeds of the Series 2021 Bonds to the Borrower and the Borrower will agree to make loan repayments in amounts and at times sufficient to provide for the prompt payment of principal of, premium, if any, and interest on the Series 2021 Bonds when due, all pursuant to a Loan Agreement dated as of December 1, 2015 (the “Original Loan Agreement,” as amended by a First Amendment to Loan Agreement, dated as of the date hereof (the “First Amendment to Loan Agreement” and, together with the Original Loan Agreement, the “Loan Agreement”) between the Issuer and the Borrower; and

WHEREAS, to provide for the public availability of certain information relating to the Series 2021 Bonds and the security therefor and to permit the Participating Underwriter (defined herein) in the primary offering of the Series 2021 Bonds to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

Section 1. Definitions and Exhibits.

Terms used with initial capital letters but not defined herein shall have the meanings given such terms in the Indenture, unless the context hereof clearly requires otherwise. In addition, the following terms, when used herein, have the following respective meanings:

“Annual Report” shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Section 4(c) of this Agreement.

“Beneficial Owner” shall mean, in respect of a Series 2021 Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Series 2021 Bond (including persons or entities holding

Series 2021 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Series 2021 Bond for federal income tax purposes.

“Disclosure Information” shall mean Annual Reports and Listed Events required to be filed.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system available at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or, (iii) guarantee of either (i) or (ii). The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB pursuant to the Rule.

“Holders” shall mean the registered holders of the Series 2021 Bonds, as recorded in the registration books of the Registrar.

“Listed Events” shall mean any of the events listed in Section 4(d) of this Agreement.

“Material Fact” shall mean a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Series 2021 Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing, a “Material Fact” is also an event that would be deemed “material” for purposes of the purchase, holding or sale of a Series 2021 Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

“Municipal Securities Rulemaking Board” or “MSRB” shall mean the Municipal Securities Rulemaking Board, 1300 I Street N.W., Suite 1000, Washington, D.C. 20005 or any successor to its functions.

“Official Statement” shall mean the Official Statement, dated December [8], 2021, relating to the Series 2021 Bonds.

“Owner” shall mean, in respect of a Series 2021 Bond, the registered owner or owners thereof appearing in the bond register maintained by the Trustee or any Beneficial Owner thereof, if the Beneficial Owner provides to the Trustee evidence of such beneficial ownership in form and substance reasonably satisfactory to the Trustee.

“Participating Underwriter” shall mean Northland Securities, Inc. and any other Underwriters of the Series 2021 Bonds required to comply with the Rule in connection with the primary offering of the Series 2021 Bonds.

“Person” shall mean any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, trust,

unincorporated organization or government or any agency or political subdivision thereof.

“Rating Agency” shall mean any nationally recognized securities rating organization that is, as of the relevant date, maintaining a rating for the Series 2021 Bonds. As of the date of this Agreement, no Rating Agencies are maintaining a rating for the Series 2021 Bonds.

“Rule” shall mean Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), as in effect and interpreted from time to time.

“SEC” shall mean the Securities and Exchange Commission or any successor to its functions governing state and municipal securities disclosure.

“State” shall mean the State of Iowa.

“Underwriter” shall mean Northland Securities, Inc. or its successor.

Section 2. Representations.

Each of the parties hereto represents and warrants to each other party that: (i) it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect; (ii) it has duly authorized the execution and delivery of this Agreement; (iii) the execution and delivery of this Agreement and performance of the terms hereof by such party do not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument to which it is a party or by which it is bound; and (iv) no litigation, proceeding or administrative matter is pending to which it is a party, or to its knowledge, overtly threatened, contesting or questioning the legal existence of such party, its power and authority to enter into and perform this Agreement or its due authorization, execution and delivery of this Agreement.

The Borrower represents and warrants that it is the only “obligated person” in respect of the Series 2021 Bonds within the meaning of the Rule.

Section 3. Appointment of Dissemination Agent as Agent; Resignation; Removal.

The Borrower hereby appoints the Dissemination Agent as its agent for the purpose of disclosing the information described in this Agreement in the manner set forth herein.

The Dissemination Agent hereby accepts such appointment, subject to the terms and conditions of this Agreement. In the event that the Dissemination Agent, in its reasonable opinion, determines that during the continuation of an Event of Default under the Indenture the activities of the Dissemination Agent hereunder conflict with any of its duties and responsibilities under the Indenture, the Dissemination Agent need not undertake such activities hereunder. The Dissemination Agent will promptly inform the Borrower and the Participating Underwriter in writing of any such determination.

The inability of the Dissemination Agent to undertake certain activities under this Agreement as provided in the immediately preceding paragraph shall not relieve or otherwise affect the responsibilities of the Borrower to file Disclosure Information directly on EMMA without the agency of the Dissemination Agent.

The rights and immunities granted the Dissemination Agent in Article VII of the Original Indenture shall apply as well to the activities of the Dissemination Agent hereunder.

The Dissemination Agent may be removed as the agent of the Borrower hereunder at any time by the Borrower by a written instrument delivered to the Dissemination Agent. The Dissemination Agent may at any time resign as agent hereunder and be discharged of the duties and obligations imposed on it hereunder by giving at least 30 days' written notice to the Borrower. The removal or resignation of the Dissemination Agent as agent hereunder shall not affect the covenants and agreements of the Borrower in this Agreement. The Borrower shall either appoint another agent to perform the duties and obligations imposed on the Dissemination Agent hereunder or perform such duties and obligations itself. The Borrower shall promptly notify the Participating Underwriter of the resignation or removal of the Dissemination Agent as agent hereunder.

Section 4. Provision of Annual Reports; Content of Annual Reports; Reporting of Significant Events

(a) Not later than May 31 (the "Submission Deadline") following the end of each fiscal year ending December 31, commencing with the fiscal year ending December 31, 2021, the Dissemination Agent shall file on EMMA an electronic copy of the Annual Report which is consistent with the requirements of this Section 4 in a format and accompanied by such identifying information as prescribed by the MSRB, accompanied by a Certificate of the Borrower stating in effect that such information is the Borrower's Disclosure Information required to be submitted under this Section 4. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section 4; provided that the audited financial statements of the Borrower may be submitted separately from the balance of the Annual Report and later than the Submission Deadline if they are not available by that date.

(b) If an Annual Report has not been filed by the Submission Deadline, in a timely manner thereafter, the Dissemination Agent shall file a notice on EMMA stating that there has been a failure to provide an Annual Report on or before the Submission Deadline.

(c) The Borrower's Annual Report shall contain or include by reference the following:

(1) The audited financial statements of the Borrower for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board, as in effect from time to time, or, if and to the extent such audited financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Borrower's audited financial statements are not available by the

Submission Deadline, the Annual Report shall contain unaudited financial information (which may include any annual filing information required by State law) accompanied by a notice that the audited financial statements are not yet available, and the audited financial statements shall be filed on EMMA when they become available.

(2) Tables, schedules or other information contained in the Official Statement for the Series 2021 Bonds, under the following captions:

“Fees and Charges”

“Occupancy”

“Selected Financial Data” (other than part-year information under the heading)

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Borrower, which are available on EMMA or are filed with the SEC. If the document included by reference is a final official statement, it must be available on EMMA. Each such other document so included by reference shall be clearly identified.

If any part of the Annual Report can no longer be generated because the operations of the Borrower have materially changed or been discontinued, such portion of the Annual Report need no longer be provided if the Borrower includes in the Annual Report a statement to such effect; provided, however, if such operations have been replaced by other Borrower operations in respect of which data is not included in the Annual Report and the Borrower determines that certain specified data regarding such replacement operations would be a Material Fact the disclosure of which is required under the Rule, then, from and after such determination, the Annual Report shall include such additional specified data regarding the replacement operations.

If the Annual Report is changed or this Agreement is amended as permitted by this Section 4(c) or Section 11 hereof, then the Borrower shall include in the next Annual Report with respect to the Borrower to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

The Borrower agrees to notify the Dissemination Agent promptly of any change in the fiscal year or accounting principles pursuant to which the audited financial statements are prepared. If the Borrower’s fiscal year changes, the Dissemination Agent shall give notice of such change in the same manner as for a Listed Event under Section 4(d), and the Submission Deadline beginning with the subsequent fiscal year will become the last day of the fifth month following the end of the changed fiscal year.

(d) The Borrower shall also provide the Dissemination Agent notice of the occurrence of any of the following events with respect to the Series 2021 Bonds:

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults, if material.

- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the Series 2021 Bonds.
- (7) Modifications to rights of Series 2021 Bondholders, if material.
- (8) Series 2021 Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the obligated person.

Note to paragraph (12): For the purposes of the event identified in subparagraph (12), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(15) Incurrence of a Financial Obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the obligated person, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the obligated person, any of which reflect financial difficulties.

(e) If a Listed Event described in paragraph (2), (7), (8) (but only with respect to bond calls under (8)), (10), (13), (14) or (15) above has occurred and the Borrower has determined that such Listed Event is a Material Fact, the Borrower shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file, or cause the Dissemination Agent to promptly file, a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB.

(f) If a Listed Event described in paragraph (1), (3), (4), (5), (6), (8) (but only with respect to tender offers under (8)), (9), (11), (12) or (16) above has occurred the Borrower shall, in a timely manner but not later than ten business days after the occurrence of such Listed Event, promptly file or cause the Dissemination Agent to promptly file a notice of such occurrence on EMMA, with such notice in a format and accompanied by such identifying information as prescribed by the MSRB. Notwithstanding the foregoing, notice of Listed Events described in subsections (b) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Series 2021 Bonds pursuant to the Indenture.

Section 5. Disclosure to Public.

The Dissemination Agent is authorized and directed to file on EMMA the following information in a timely manner, in an electronic format:

(a) the Annual Report provided pursuant to Section 4(a) hereof within three (3) Business Days after the receipt thereof from the Borrower;

(b) any Listed Event reported to the Dissemination Agent by the Borrower under Section 4(b) hereof in the form provided by the Borrower;

(c) the failure of the Borrower to provide the Disclosure Information required to be provided to the Dissemination Agent hereunder, after the cure period provided in Section 8 hereof;

(d) any amendment of or supplement to this Agreement entered into in accordance with Section 11 hereof, together with a copy of such amendment or supplement and any explanation provided by the Borrower under Section 11 hereof;

(e) the termination of the obligations of the Borrower under this Agreement pursuant to Sections 9 or 14 hereof; and

(f) any change in fiscal year or accounting principles, in the form provided by the Borrower.

At the written request of the Borrower the Dissemination Agent shall also promptly file on EMMA a copy of any other information provided by the Borrower for such dissemination.

Section 6. Disclosure to Holders, Underwriters and Rating Agencies.

The Dissemination Agent is further authorized and directed to forward in an appropriate manner to any Rating Agency then maintaining a rating on the Series 2021 Bonds, to the Underwriter and, at the expense of such Holder, to any Holder who requests in writing such information, any information filed on EMMA under Section 5 hereof, at the time of such filing or, if such information is filed with a subsequent time of release, at the time such information is to be released.

Nothing in this Agreement is intended to limit the ability of the Dissemination Agent to communicate with the Holders in such manner and at such times as it shall deem appropriate in executing the trusts under the Indenture. The Dissemination Agent shall not be required to file on EMMA or forward to the Underwriter or any Rating Agency such communication under this Section 6, unless and only to the extent it is specifically described in Section 5 hereof. The Borrower acknowledges and agrees that the Dissemination Agent may, in its discretion, however, file on EMMA or forward to the Underwriter or any Rating Agency any communication with Holders, unless the Dissemination Agent determines that such disclosure would adversely affect the security or interests of the Holders.

Section 7. Costs, Expenses and Indemnification of Dissemination Agent.

The Borrower hereby agrees to pay reasonable compensation of the Dissemination Agent for, and all costs and expenses of the Dissemination Agent incurred in, performing the services required of it under this Agreement, whether as agent for the Borrower or otherwise. The Borrower hereby acknowledges and agrees that such compensation, costs and expenses constitute an item for which the Borrower is to make additional payments under the Indenture.

In addition to any and all rights of the Dissemination Agent to reimbursement or indemnification or other rights pursuant to the Indenture or at law or in equity, the Borrower hereby agrees to indemnify and hold harmless the Dissemination Agent and its officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including reasonable attorneys' fees and expenses) which such indemnified party incurs by reason of the Dissemination Agent's disclosure of information pursuant to this Agreement; provided that the Borrower shall not be required to indemnify the Dissemination Agent for any claims, damages, losses, liabilities, costs or expenses

to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Dissemination Agent in such disclosure of information hereunder. The provisions contained in this Section 7(b) shall survive termination of the other provisions of this Agreement and the Indenture or the resignation or removal of the Dissemination Agent.

Section 8. Defaults and Remedies.

Failure of the Borrower or the Dissemination Agent to comply with any provisions of this Agreement on its part to be observed shall constitute a default hereunder and any party hereto aggrieved thereby (excluding the Dissemination Agent, which is acting as agent of the Borrower, but including the Underwriter and the Holders as third-party beneficiaries hereof), may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained herein, including an action for specific performance. Indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this Agreement constitute a default or an Event of Default under the Series 2021 Bonds or the Indenture.

In addition to the foregoing remedies, in the event the Borrower breaches its covenant to provide the Disclosure Information to the Dissemination Agent under Section 4 hereof by the date therein specified, and such breach continues for a period of thirty (30) days, then the Dissemination Agent shall promptly file on EMMA notice of the failure of the Borrower to provide the Disclosure Information. The Dissemination Agent will use its best efforts to notify the Borrower promptly following the date the Disclosure Information is to have been provided by the Borrower under Section 4 hereof if it has failed to receive such information, but any failure by the Dissemination Agent to so notify the Borrower shall not affect the obligation of the Dissemination Agent under this Section 8 to file notice on EMMA if such default persists for thirty days as provided in the immediately preceding sentence.

Section 9. Binding Effect; Holders and Underwriter as Third-Party Beneficiaries.

This Agreement shall inure to the benefit of and shall be binding upon the Borrower and the Dissemination Agent and their respective successors and permitted assigns; provided, however, that in the event another Person succeeds to the obligations and agreements of the Borrower under this Agreement and the Borrower is released from its obligations under the Indenture, (i) the original Borrower which has been succeeded by another Person shall be released from all further covenants and agreements contained herein, and (ii) the Disclosure Information may be modified to the extent permitted by Section 11 hereof. In addition, this Agreement shall constitute a third-party beneficiary contract for the benefit of the Underwriter and the Owners from time to time of the outstanding Series 2021 Bonds. Said third-party beneficiaries shall be entitled to enforce performance and observance by the parties of the respective agreements and covenants herein contained as fully and completely as if said third-party beneficiaries were parties hereto; provided that this Agreement (other than this Section 9) may be amended or supplemented from time to time without notice to or the consent of such third-party beneficiaries. Nothing in this Agreement, express or implied, shall give to any Person any benefit or other legal or equitable right, remedy or claim under this Agreement, other

than the parties hereto and their respective successors and permitted assigns as provided herein and the Holders of the outstanding Series 2021 Bonds.

Section 10. Effect of Headings.

The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 11. Amendments.

Notwithstanding any other provision of this Agreement, the parties may amend this Agreement, and any provision of this Agreement may be waived, provided that the following conditions are satisfied:

- (a) (i) the amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Series 2021 Bonds, or the type of business conducted; (ii) the undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Series 2021 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver either (1) is approved by a majority of the Holders, or (2) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners; or
- (b) the amendment or waiver is necessary to comply with modifications to or interpretations of the provisions of the Rule as announced by the SEC.

If the Disclosure Information is amended pursuant to this Section 11, the Borrower shall provide to the Dissemination Agent, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

Section 12. Execution Counterparts.

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13. Governing Law; Construction.

This Agreement shall be construed in accordance with the laws of the State without giving effect to the conflicts-of-law principles thereof. This Agreement is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

Section 14. Term.

This Agreement shall remain in effect so long as any Series 2021 Bonds are outstanding. Notwithstanding the preceding sentence, however, this Agreement shall terminate and be without further effect as of any date on which the Borrower delivers to the Trustee an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the Borrower to comply with this Agreement will not cause the Participating Underwriter or securities firms recommending the Series 2021 Bonds to prospective purchasers to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

Section 15. Notices.

Notices to be given to the Borrower or the Dissemination Agent hereunder shall be given to them at the addresses and in the manner specified in or pursuant to the Indenture.

IN WITNESS WHEREOF, the Borrower has caused this Agreement to be executed in their respective names, all as of the date first written above.

LUTHER PARK APARTMENTS, INC.

By: _____

IN WITNESS WHEREOF, the Dissemination Agent has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. BANK NATIONAL ASSOCIATION

as Agent

By _____



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

Item No. 6.aa.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution supporting the Application to the International City/County Management Association for a Scholarship to the Harvard Kennedy School Senior Executives in Local Government Program

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The International City/County Management Association offers a scholarship to the Harvard Senior Executive Program. This program is an opportunity for senior level city and county managers and assistants to engage with other executives in intellectually-challenging team efforts to resolve tough issues. It is a premier training program. The program is a three-week program and the scholarship awarded by ICMA covers the tuition fee (normally \$16,900), which includes lodging and two meals per day. ICMA is offering scholarships to members who have a demonstrated commitment to the local government management profession and who have shown exemplary leadership and service to local government.

The attached resolution commits support to the City Administrator's scholarship application to participate in the training program.

FUNDING SOURCE: General Fund/TIF/Utilities

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-334

CITY OF BONDURANT
RESOLUTION NO. 211206-334

RESOLUTION OF SUUPRORT FOR APPLICATION TO THE INTERNATIONAL
CITY/COUNTY MANAGEMENT ASSOCIATION FOR A SCHOLARSHIP TO THE
HARVARD KENNEDY SCHOOL SENIOR EXECUTIVES IN LOCAL GOVERNMENT
PROGRAM

WHEREAS, the Bondurant City Council recognizes value of training and professional development; AND

WHEREAS, the Harvard Kennedy School Senior Executives in Local Government program is a premier training program, providing a unique opportunity to challenge conventional thinking, through processes and the values that drive leadership decisions; AND

WHEREAS, the ICMA Scholarship covers the \$16,900 tuition fee for the program.

NOW, THEREFORE, BE IT RESOLVED that the Bondurant City Council endorses and supports the City Administrator's application to the ICMA Scholarship for the program and understands.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 6th day of December 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				



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

Item No. 6.bb.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Appointments to WRA Board and Technical Committee for CY 2022

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Des Moines Metropolitan Wastewater Reclamation Authority (WRA) requests the City Council to appoint a representative and alternate to serve on the Board for calendar year 2022. Representatives also need to be appointed to the Technical Committee.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-335

CITY OF BONDURANT
RESOLUTION NO. 211206-335

RESOLUTION APPROVING APPOINTMENTS TO WRA BOARD AND TECHNICAL
COMMITTEE FOR CY 2022

WHEREAS, the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) requests the City Council to appoint a representative and alternate to serve on the Board for the calendar year; AND

WHEREAS, the Des Moines Metropolitan WRA requests appointees to the WRA Technical Committee; AND

WHEREAS, Council Member Angela McKenzie has agreed to appointment as Primary Board Representative and City Administrator Marketa Oliver has agreed to reappointment as Alternate Representative and Public Works Director John Horton has agreed to reappointment as WRA Technical Committee Primary and Water Superintendent Pat Collison has agreed to reappointment as the Alternate,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the WRA Board and Technical Committee are hereby approved as presented.

Passed this 6th day of December 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				



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

Item No. 6.cc.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution appointing a Representative to Eastern Polk Innovation Collaborative (EPIC)

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Eastern Polk Innovation Collaborative (EPIC) requests the City of Bondurant to appoint or reappoint a representative to serve on the Board. This organization is currently in the process of disbanding.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-336

CITY OF BONDURANT
RESOLUTION NO. 211206-336

RESOLUTION APPOINTING A REPRESENTATIVE TO EASTERN POLK
INNOVATION COLLABORATIVE (EPIC)

WHEREAS, the Eastern Polk Innovation Collaborative (EPIC) requests the City of Bondurant to appoint or reappoint a representative to serve on the Board; AND,

WHEREAS, the EPIC requests appointees to attend Board meetings; AND,

WHEREAS, City Council Member Tara Cox has agreed to represent the City of Bondurant through December 31, 2022,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to EPIC, is hereby approved as presented.

Passed this 6th day of December 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				



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

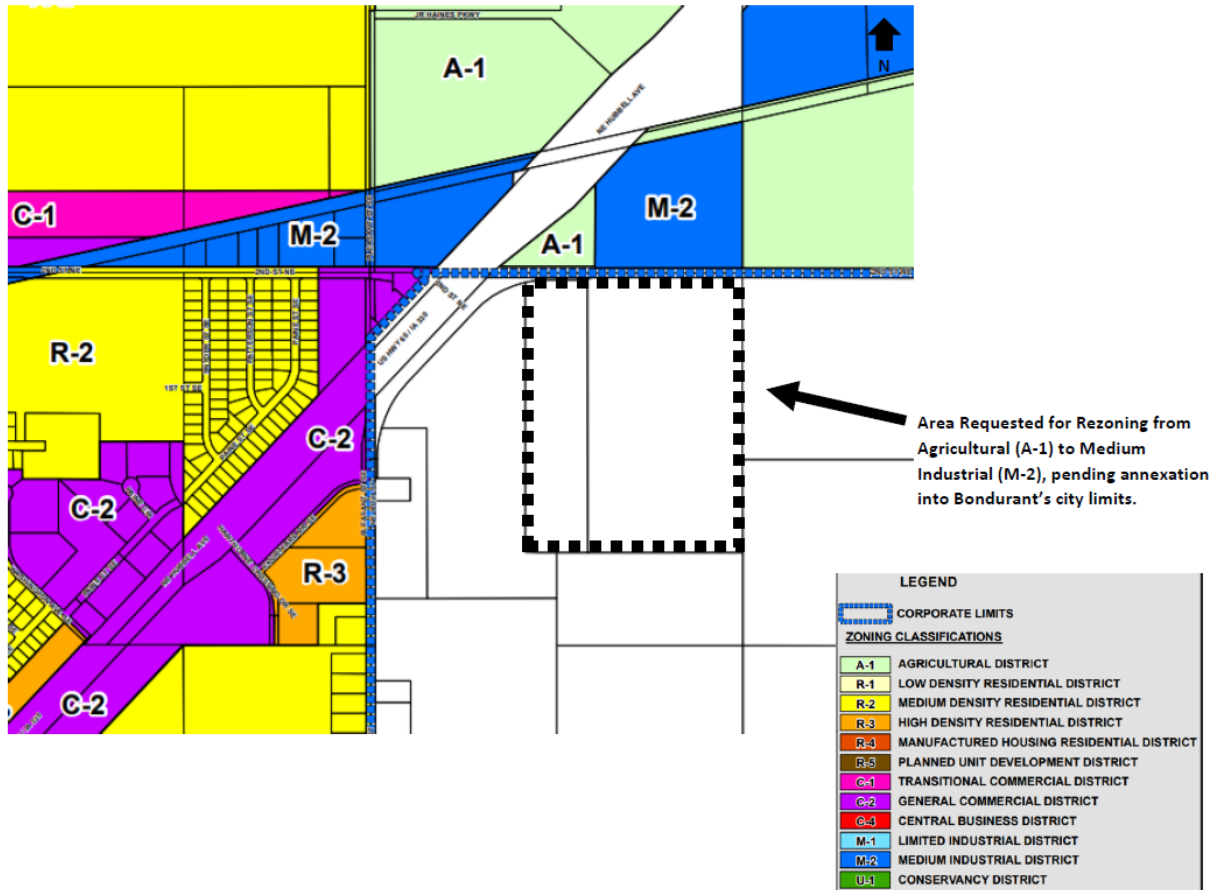
Item No. 6.dd.
For Meeting of 12/6/2021
Ordinance

TITLE: -(Second Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending the Zoning Classification of Certain Real Estates from Agricultural (A-1) to Medium Industrial (M-2), pending annexation, and amending the Future Land Use Map from Reserve Ag/Residential and Reserve Industrial to Industrial

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City has received a rezoning application for the land currently being considered as part of the Myers Certified Site Annexation area. The rezoning request is that the Official Zoning Map be changed from the Agricultural (A-1) District to the Medium Industrial (M-2) District, pending annexation approval. This rezoning process is consistent with Section 177.07.7 of the City's Zoning Code, which notes that when land is annexed into the City, this annexed land is automatically zoned as Agricultural (A-1) unless a rezoning application is also submitted for consideration. The map below shows the area being considered for rezoning:



When considering rezoning requests, the Planning & Zoning Commission and City Council should take into account the following: Comprehensive Plan, Consistency with the Zoning Code, Spot Zoning, and Public Input.

Comprehensive Plan

When a city considers a rezoning ordinance, it must find the rezoning is consistent with its Future Land Use Map. Below is a clip from the City's current Future Land Use Map, which shows industrial for a portion of this rezoning property and reserve ag/residential for the remaining portions. The Future Land Use Map amendment request is that the map be updated to show industrial use for the entire Myers Certified Site area. The Future Land Use Map already recognizes that industrial development can occur along the 2nd Street NE corridor east of Highway 65 in this general area - the amendment being considered takes into account the development land needed to construct out an industrial site, as the current area identified along 2nd Street NE for industrial use does not have much depth.

Future Land Use Map



Consistency with the Zoning Code

This will be reviewed in further detail when an eventual site plan is submitted for this rezoning area.

Spot Zoning

To determine whether illegal spot zoning has occurred, the courts consider the rezoning takes into account the following:

1. The characteristics of surrounding property;
2. the community's comprehensive plan;
3. the protection and preservation of public health, justice, morals, order, safety and security, and welfare (police power).

It does not appear that spot zoning will exist if the rezoning from A-1 to M-2 is approved in this area as long as the Future Land Use Map amendment is also considered for approval at this same time. M-2 zoning exists in this area immediately north of this area currently being considered for rezoning. The City's Future Land Use Map, even without the amendment, recognizes the need for industrial

use within this general area of Bondurant.

Public Input

As required by the Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning area notifying them of the requested rezoning. James & Sheryl Weston, property owners within Bondurant's city limits within 200' of the rezoning area, attended the October 28th Planning & Zoning Commission meeting to learn more about the annexation and rezoning process for this property.

The first reading was approved at the November 15, 2021 council meeting.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission considered this rezoning and future land use map amendment request during their meeting on October 28th, 2021 and voted on recommended approval with a 6-0 vote.

Staff recommends approval of the second ordinance reading.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 211115-216

CITY OF BONDURANT
ORDINANCE NO. 211115-216

AN ORDINANCE PROVIDING FOR A CHANGE IN FUTURE LAND USE FROM RESERVE AG/RESIDENTIAL AND RESERVE INDUSTRIAL TO INDUSTRIAL; 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 MEDIUM INDUSTRIAL (M-2), PENDING ANNEXATION, ON LAND KNOWN AS THE MYERS CERTIFIED SITE AREA

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 amend the Future Land Use Map from Reserve Ag/Residential and Reserve Industrial to Industrial on property proposed for annexation into Bondurant's city limits described as follows; AND:

THE EAST 1/6 OF THE NORTH 60 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ SECTION 32 TOWNSHIP 80 NORTH, RANGE 22, POLK COUNTY, IOWA, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY AND ALSO THE WEST 1/3 OF THE WEST ½ OF THE NORTH 60 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ SECTION 32, TOWNSHIP 80 NORTH, RANGE 22, POLK COUNTY, IOWA; AND

THE EAST ½ OF THE NORTH 60 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ SECTION 32, TOWNSHIP 80 NORTH, RANGE 22, POLK COUNTY, IOWA; AND THE EAST 2/3 OF THE WEST ½ OF THE NORTH 60 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ SECTION 32, TOWNSHIP 80 NORTH, RANGE 22, POLK COUNTY, IOWA.

To change the zoning from Agricultural (A-1) to Medium Industrial (M-2), pending annexation, on this same property proposed for annexation into Bondurant's city limits described as follows:

THE EAST 1/6 OF THE NORTH 60 ACRES OF THE WEST ½ OF THE NORTHWEST ¼ SECTION 32 TOWNSHIP 80 NORTH, RANGE 22, POLK COUNTY, IOWA, SUBJECT TO EXISTING ROAD RIGHT-OF-WAY AND ALSO THE WEST 1/3 OF THE WEST ½ OF THE NORTH 60 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ SECTION 32, TOWNSHIP 80 NORTH, RANGE 22, POLK COUNTY, IOWA; AND

THE EAST ½ OF THE NORTH 60 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ SECTION 32, TOWNSHIP 80 NORTH, RANGE 22, POLK COUNTY, IOWA; AND THE EAST 2/3 OF THE WEST ½ OF THE NORTH 60 ACRES OF THE EAST ½ OF THE NORTHWEST ¼ SECTION 32, TOWNSHIP 80 NORTH, RANGE 22, POLK COUNTY, IOWA.

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 Map 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 Medium Industrial (M-2).

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: November 15, 2021

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

Item No. 6.ee.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Real Estate Purchase Agreement for parcels 230/00455-008-000; 230/00455-009-000; and 230/00455-000-000, authorizing Payment for the Acquisition of Property and authorizing the Taking of Necessary Steps for the Closing of the Property Acquisition Transaction

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Attached is a purchase agreement for property necessary for upgrades to various city infrastructure, including streets, intersections, and city facilities. The City recognizes that adequate and improved infrastructure is critical to economic development efforts and the City's ability to meet the needs of a growing community. The City has plans to upgrade the intersection in this area and improve city facilities. This acquisition is funded through a General Obligation bond.

FUNDING SOURCE: Bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-343
2. Interchange Campus Property Agreement

CITY OF BONDURANT
RESOLUTION NO. 211206-343

A RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT FOR
PARCELS 230/00455-008-000; 230/00455-009-000; AND 230/00455-000-000,
AUTHORIZING PAYMENT FOR THE ACQUISITION OF PROPERTY INTERESTS
AND AUTHORIZING THE TAKING OF NECESSARY STEPS FOR THE CLOSING OF
THE PROPERTY ACQUISITION TRANSACTION

WHEREAS, the City of Bondurant is in the process of the design of upgrades to various city infrastructure, including streets, intersections, and city facilities; and

WHEREAS, the City recognizes that adequate and improved infrastructure is critical to economic development efforts and to the City's ability to meet the needs of a growing community; and

WHEREAS, City staff at the request of Council has made certain offers for the acquisition of real property interests with those offers being accepted by the respective property owners; and

WHEREAS, it is necessary for the City to approve the purchase agreements as well as acquisition, authorize the payment of the agreed to compensation for the property acquisitions and to move forward with the completion of due diligence and closing on the property acquisitions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA AS FOLLOWS:

1. The City approves the attached purchase agreement, accepts the following property transactions, and authorizes the payment of the compensation for the following property acquisitions:

Type of Action	Property Owner(s)	Compensation Amount
Real Estate Purchase	Alan C. and Debbie J. Knuth	\$2,993,315

2. The Mayor, City Administrator, and City Attorney acting on behalf of the City are authorized to undertake such steps as are necessary to close the appropriate transactions including the authorization for payment of any costs associated with the closing of transactions.

Passed this 6th day of December 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				

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is deemed made on the date the last of the parties executes this Agreement (the "Effective Date") by and between the City of Bondurant, Iowa, whose address for the purposes of this Agreement is 200 2nd Street NE Box 37, Bondurant, IA 50035 (hereafter referred to as the "Buyer" or "City"), and Alan and Debbie Knuth, whose address for the purposes of this Agreement is 7525 NE 80TH ST Bondurant, IA 50035 (hereafter referred to as the "Sellers").

RECITALS

WHEREAS, Sellers are the owners of the following legally described properties:

- A. District/Parcel 230/00455-008-000, locally known as 7525 NE 80th Street, with a tentative legal description of

BEG 1103.59F S OF NW COR THN E 400F S TO N LN OP
SW 1/4 NW 1/4 W TO W LN N TO POB W 1/2 NW 1/4
LESS RD SEC 32-80-22; AND -EX W 283F S160F
N1620F- BEG 1103.59F S OF NW COR OF SEC THN E400F
S1210.1F W400F N1207.91F TO POB LT 1 LESS RD OP
SW 1/4 NW 1/4 SEC 32-80-22

- B. District/Parcel 230/00455-009-000, with a tentative legal description of:

-EX E 1/6 N 60A W 1/2 NW 1/4 OF SEC & BEG
1103.59F S OF NW COR THN E 400F S TO S LN W TO W
LN N TO POB- NW 1/4 NW 1/4 LYG SELY OF HWY SEC
32-80-22; AND -EX E 1/6 N 60A OF W 1/2 NW 1/4 OF
SEC & W 400F & S 10A LT 2- LTS 1 & 2 OP SW 1/4 NW
1/4 SEC 32-80-22

- C. District/Parcel 230/00455-000-000, with a tentative legal description of:

E 250F W 283F S 160F N 1620F N 70A W 1/2 OF SEC
LT 1 OP SW 1/4 NW 1/4 SEC 32-80-22

(the full legal descriptions will be provided upon review of the abstract(s))

Subject only to easements, restrictions and covenants of record (collectively referred to as the "Property");

WHEREAS, City desires to purchase from Sellers and Sellers desire to sell to City the Property;

WHEREAS, Buyer and Sellers desire to set forth the obligations, restrictions, limitations, and conditions upon which the Property will be conveyed by Sellers to Buyer;

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, each for the other, Buyer and Sellers agree as follows:

1. Sale of Property. Sellers agrees to sell and convey to Buyer, and Buyer agrees to purchase from Sellers, for the Purchase Price set forth below and, on the terms, and conditions set forth in this Agreement, the Property. Sellers may remove fence posts, gates and other personal property located on the Property, at their own expense, prior to the date of Closing or the end of any Lease—whichever is later.
2. Compensation. Sellers, in consideration of the mutual covenants and agreements contained herein, agrees to sell to Buyer and Buyer, in consideration of the mutual covenants and agreements contained herein, agrees to purchase the Property from Sellers for the sum of Sixty-five Thousand Dollars (\$65,000) per acre, for a total purchase price of Two Million Nine Hundred Ninety-Three Thousand, Three Hundred Fifteen Dollars (\$2,993,315.00) (the “Purchase Price”), to be paid as follows:
 - a. Five Thousand Dollars (\$5,000.00) to be delivered by the Buyer upon acceptance of this offer to be held in trust at the Brick Gentry PC Law Firm, as earnest money to be delivered to the Sellers upon performance of Sellers’ obligations and satisfaction of Buyer’s contingencies; and
 - b. The balance of the Purchase Price to be paid at the time of Closing, with adjustment for closing costs to be added or deducted from this amount.
3. Council Approval. The parties acknowledge that purchase of the Property as part of this Agreement will require approval of the Bondurant City Council. If purchase of the property is not approved by the Bondurant City Council, this Agreement shall be rendered null and void.
4. Abstract and Title. Sellers shall promptly obtain an abstract(s) of title to the Property continued through the date of acceptance of this Agreement and deliver it to Buyer for examination. It shall show merchantable title in Sellers’ name in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The Sellers shall make every reasonable effort to promptly perfect title. If Closing is delayed due to Sellers’ inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days’ written notice to the other party. The abstract shall become the property of Buyer when the purchase price is paid in full.

5. Survey. Sellers shall promptly provide to Buyer all surveys, if any, including as-built surveys, previously performed for the Property that are in Sellers', or Sellers' agent's or representatives' possession and are not publicly available. Buyer may, at Buyer's expense prior to Closing, have the Property surveyed and certified by a Registered Land Surveyor. If any survey shows any encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

6. Appraisal Contingency. Buyer's obligation to purchase the Property is contingent upon the Property appraising for not less than the Purchase Price. From the date of acceptance of this Agreement through January 1, 2022 ("Buyer Appraisal Contingency Period"), Buyer may, at Buyer's expense, engage a licensed appraiser to conduct an appraisal on the Property. If the Property is appraised for less than the Purchase Price, then Buyer may waive this Appraisal Contingency or terminate this Agreement by providing written notice to Sellers, together with a copy of the Appraisal. In the event Buyer timely exercises such termination right during the Buyer Appraisal Contingency Period, this Agreement shall automatically terminate, and Buyer shall receive a return of the deposit and the parties will have no further rights or obligations under this Agreement.

7. Condition of the Property. Sellers shall preserve the Property in its present condition until the Closing Date. Buyer shall have the right to make a final inspection of the Property within 24 hours prior to the Closing Date to determine that there has been no change in the condition of the Property. If there has been a change to the condition of the Property, Buyer may, at its election, terminate this Agreement.

8. Acquisition Study.

- a. From the date of acceptance of this Agreement through January 1, 2022 ("Buyer Acquisition Study Period"), Buyer may, at Buyer's expense, perform an acquisition study to determine the suitability of the Property for Buyer's intended use, which study may include, but not be limited to, a physical inspection of the Property by persons of Buyer's choice; Buyer's evaluation of the area of the Property and availability to the Property of sufficient sanitary and storm sewer, gas, water, communication, and electrical utility services; Buyer's evaluation of parking availability and traffic flow and ingress and egress to and from the Property; Buyer's evaluation of the zoning classification of the Property; Buyer's inspection and review of all agreements, leases, conveyances, encumbrances, restrictive covenants, contracts, or easements affecting the Property in any manner whatsoever; preparation, review, and approval of the Buyer's site and development plans for the Property, if any, by all governing agencies and necessary third parties; and other aspects of the Property pertaining to its use for Buyer's purposes. In the event Buyer is not satisfied for any reason whatsoever with the results of its acquisition study of the Property, then on or before the expiration of the Buyer Acquisition Study Period, Buyer may, in its sole discretion, terminate this Agreement without any further obligation, and any funds paid by the Buyer under this Agreement shall be immediately returned, in full, to Buyer.

- b. Within fifteen (15) days after its acceptance of this Agreement, Sellers will make available for Buyer's review, at no cost to Buyer, all documents in the possession of the Sellers or reasonably ascertainable by the Sellers concerning the Property, including but not limited to as-built drawings, site plans, maps, historical records showing past use of the Property and storage of petroleum products or other products, reports, studies, investigations, audits, actions, or tests, relating in any way with the environmental condition of the Property, to the compliance of the Property with any environmental laws or the presence of hazardous substances on, at, or about the Property, including but not limited to those that were: (i) prepared for Sellers or any related party or affiliate or predecessor in interest; or (ii) prepared for other persons or entities, and are in the possession, custody or control of Seller or any related party or affiliate or predecessor in interest (collectively, the "Due Diligence Documents"). Buyer shall be entitled to make copies of all such documents, at Buyer's cost. Seller authorizes Buyer to speak to any person involved in the preparation of the Due Diligence Documents. At no cost to Buyer, Sellers shall cooperate with Buyer in obtaining reliance agreements, if permitted under the law, for any previous environmental site assessments or other Due Diligence Document.
- c. Sellers agree that during the Buyer Acquisition Study Period, Sellers shall provide Buyer and its representatives and consultants with full and complete access to the Property so that Buyer can perform its due diligence on the Property, including without limitation, surveys, audits, tests, physical inspections, title examinations, appraisal inspections, air, soil and water samples, temporary monitoring wells and soil borings and other environmental and engineering audits by which Buyer can determine in its sole discretion that the Property is suitable for Buyer's intended purpose.

9. Environmental. As part of its due diligence during the Buyer Acquisition Study Period, Buyer may, at its option and expense, obtain a "Phase I" environmental inspection of the Property. In the event the Property is identified by the Phase I inspection as suspected of being environmentally contaminated, Buyer shall be permitted to conduct, or have conducted on its behalf, at Buyer's expense, those additional environmental tests on the Property as indicated or recommended in the Phase I environmental inspection, and a copy of the results of such tests shall be promptly delivered to Seller. In the event Buyer is not satisfied for any reason whatsoever with the results of the environmental inspection of the Property, then on or before the expiration of the Buyer Acquisition Study Period, Buyer may, in its sole discretion, terminate this Agreement without any further obligation, and any funds paid by the Buyer under this Agreement shall be immediately returned, in full, to Buyer.

Sellers represent and warrant that they have no knowledge of the presence of any hazardous material within, on, in, or under the soil, groundwater, or soil vapor on or under the Property.

10. Closing. The Closing of this transaction shall occur no sooner than February 15, 2022, and

no later than March 15, 2022, after the Bondurant City Council has approved this transaction and all necessary steps have been taken to transfer title and possession to Buyer (hereinafter referred to as the "Closing Date"), at a location mutually agreed upon by the parties herein.

11. Option Lease. Sellers shall have the option to lease back the southern approximate fifteen (15) acres of the parcels, as identified in Exhibit A, from the Closing Date through December 31, 2023. If Sellers choose to exercise the option to lease the property in Exhibit A, the lease amount as rent for said ground and premises will be \$1,350 per month. If the Sellers choose to lease the ground and premises, Sellers will be responsible for repairs, maintenance, utility bills, renters' insurance, and other standard property expenses.

12. Real Estate Taxes.

- A. Sellers shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.
- B. Sellers shall pay their prorated share, based upon the date of possession, of the real estate taxes for the fiscal year in which possession is given and due and payable in the subsequent fiscal year.
- C. Buyer shall pay all subsequent real estate taxes, if necessary.

13. Special Assessments.

- A. Sellers shall pay all installments of special assessments which are a lien on the Property, and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- B. All charges for solid waste removal, sewage and maintenance that are attributable to Sellers's possession, including those for which assessments arise after closing, shall be paid by Sellers.
- C. Buyer shall pay all other special assessments, if necessary.

14. Commission. Sellers and Buyer each represent and warrant to the other that no brokerage commission, finder's fee or other compensation is due and payable with respect to the transaction contemplated by this Agreement.

15. Warranties and Representations of Sellers. Sellers hereby notify Buyer that there is a cell tower located on the Property. The future rents on the lease of such cell tower have been securitized

and sold by the Sellers, and the parties acknowledge that there will be no future revenue stream from this cell tower location. Sellers warrant and represent to Buyer that they have the full right, power and authority to sell and convey the Property to Buyer as provided in this Agreement, provided however that Seller is party to a Grant of Easement and Assignment of Lease with regard to the cell tower and is obligated to provide Global Signal Acquisitions IV, LLC, a Delaware limited liability company, the right of first refusal to purchase the Property on the same terms and conditions provided in this Agreement. Global Signal Acquisitions has thirty (30) days from notice in which to exercise such right of first refusal.

At Closing, a Groundwater Hazard Statement will be filed by Sellers regarding the following: (i) wells; (ii) solid waste disposal; (iii) hazardous wastes; and (iv) underground storage tanks located on the Property. The parties agree to work together to enter into a Time of Transfer Septic Inspection Agreement with the Polk County Sanitation Engineer so as to allow the Lease back by the Seller without having to make upgrades or improvements to the current septic system as allowed under Chapter 455B.172 (11)(a)(7).

16. Conveyance Documents. Sellers shall convey the Property to Buyer by a warranty deed.

17. Closing Costs. Sellers shall pay (i) the cost to update the abstract of title under Section 4 of this Agreement; (ii) the cost to clear any defects to title necessary to deliver marketable title to the Property to the Buyer; (iii) any necessary transfer taxes; and (iv) any legal fees incurred by Sellers. Buyer shall pay (i) the recording fees in connection with the general warranty deed conveying title to Buyer; and (ii) Buyer's attorney fees. Any other closing costs not specifically contemplated by this Agreement shall be split evenly between Sellers and Buyer.

18. Possession; Risk of Loss. All risk of loss with respect to the Property shall remain with Sellers until the Closing Date. Sellers shall preserve and care for the Property until the Closing Date in a manner consistent with its prior practice, including the maintenance of sufficient insurance to cover any loss or damage to the Property prior to the Closing Date. If the Property is damaged or destroyed in any material way prior to the Closing Date, Sellers shall promptly notify the Buyer of said damage and Buyer shall have the option to (i) terminate this Agreement with written notice to Sellers, or (ii) complete the closing and receive insurance proceeds paid to the Sellers as a result of the loss incident.

19. Pending Actions. Sellers has no notice of any action, litigation, proceeding, or investigation against itself, related entities, its partners, or the Property, which would affect the Property or the right of Sellers to sell and convey the Property, or any action, litigation, proceeding, or investigation, including without limitation, any eminent domain proceeding which would result in any lien, claim, right, or interest in the Property in favor of any third party.

20. Notices. Neither party shall have the right to terminate this Agreement or seek any remedy

for a breach hereof by the other party unless such breach continues for a period of thirty (30) days following written notice by the party seeking to pursue such remedy, specifying the occurrence and description of such default under this Agreement and unless the party given such notice shall have failed to commence to take such steps as are necessary to cure such breach or default as soon as possible (or having so commenced such steps to cure shall thereafter have failed to proceed diligently and with continuity to remedy the same). All notices, demands, writings, supplements, or other documents which are required or permitted by the terms of this Agreement to be given to any party shall be delivered in person, or shall be deposited in the United States Mail, postage prepaid, return receipt requested, addressed at the addresses specified above and shall be effective upon such deposit.

21. Assignment; Agreement Binding on Successors; Survival of Provisions. This Agreement may not be assigned or transferred by any of the parties without the express written consent of the other. This Agreement, and amendments, if any, and all representations, warranties, indemnification obligations, rights, and duties hereunder, shall survive the Closing and shall be fully binding at all times against Sellers, and Buyer as well as any and all of its or their successors in interest, assigns or transferees.

22. Default; Remedies of the Parties.

16.1 Buyer's Remedies for Sellers' Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Sellers fails or refuses to timely convey the Property to Buyer in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Buyer, Buyer may elect one of the following remedies: (a) be entitled to terminate Buyer's obligations under this Agreement by written notice to Sellers; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

16.2. Sellers' Remedies for Buyer's Default. If (a) each of the conditions precedent set forth in this Agreement have been satisfied or waived prior to the Closing Date and (b) Buyer fails or refuses to timely purchase the Property and Close in accordance with the terms and conditions of this Agreement, except on account of a default hereunder by Sellers, Sellers may elect one of the following remedies: (a) be entitled to terminate Sellers' obligations under this Agreement by written notice to Buyer; (b) be entitled to specific performance of this Agreement; or (c) any other remedies available at law or equity.

23. Time. Time is of the essence in the performance of each party's obligations hereunder.

24. 1031 Exchange. Buyer or Sellers may choose to transfer the subject property pursuant to Internal Revenue Code Section 1031, which sets forth the requirements for tax-deferred real estate exchanges. Either party's rights and/or obligations under this and future agreements may be assigned to a qualified intermediary or exchange accommodation titleholder for the purpose of

completing an exchange. The parties agree to cooperate with each other in a manner necessary to enable completion of an exchange. Such cooperation shall be at no additional cost or liability to a non-exchanging party. To accommodate a Section 1031 exchange, it will be necessary for the exchanging party to assign this Agreement to a Qualified Intermediary. Consent is hereby given by the parties hereto for said assignment and no further action or consent will be necessary.

25. No Waiver. Subject to the deemed approvals under this Agreement, no waivers by any party of the performance or satisfaction of any covenant or condition shall be valid unless in writing, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder.

26. Entire Agreement. This Agreement contains the entire agreement between the parties regarding the Property and supersedes all prior agreements, whether written or oral, between the parties regarding the same subject. This Agreement may only be modified by subsequent written agreement signed by the party to be charged.

27. Counterparts and Effectiveness. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement, and this Agreement shall only be effective if a counterpart is signed by both Buyer and Sellers and approved by the Bondurant City Council.

28. Severability. In the event any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

29. Survival of Warranties. Any warranties, covenants and representations contained in this document shall survive the execution of this Agreement and any other documents, including the Quit Claim Deed given by Sellers to Buyer to consummate this transaction, shall not be merged into such documents.

30. Attorney Fees. In the event of default by either party pursuant to any of the terms of this Agreement, the prevailing party in any litigation or enforcement action shall be entitled to reimbursement by the defaulting party for any of the prevailing party's reasonable attorney fees, court costs, and other associated costs of enforcement.

31. Governing Law; Construction. This Agreement shall be construed pursuant to the laws of the State of Iowa. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid. If any such provision of this Agreement shall be determined to be invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating or otherwise affecting the remaining provisions of this Agreement.

32. Headings. Article and section headings used in this Agreement are for the convenience of the parties only and shall not affect the construction of this Agreement.

33. Further Assurances. At or after Closing, the parties shall prepare, execute and deliver at their respective expense, such additional instruments and other documents and shall take or cause to be taken such other action as is reasonably requested by the other party at any time or from time to time in order to effectuate and comply with all the terms of this Agreement and the transactions contemplated hereby.

34. Annexation. Upon execution of this Agreement, Sellers shall work with Buyer to begin annexation proceedings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Sellers

By: Alan C Knuth
Alan C. Knuth

Date: 12-2-2021

By: Debbie J Knuth
Debbie J. Knuth

Date: 12-2-21

Buyer

City of Bondurant

By: _____
Curt Sullivan

Its: Mayor

Date: _____



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

Item No. 8.a.
For Meeting of 12/6/2021
Ordinance

TITLE: -(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 Medium Industrial (M-2) to Central Business (C-4)

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: For further information on this request, please review the agenda statement included as part of the public hearing agenda item.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the first ordinance reading.

The Planning & Zoning Commission held their public hearing on November 18th, 2021 and voted on recommended approval with a 6-0 vote. There was some discussion as to why Parcel 231/00220-017-000 is not being included as part of this current rezoning. Staff explained that this Parcel 231/00220-017-000 will need to be evaluated in further detail prior to bringing a rezoning forward to the Commission and Council, as a rezoning of this area may also include a Future Land Use Map update. Staff will be meeting with a potential developer of this Parcel 231/000220-017-000 to gather further information on the use/uses proposed.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 211206-217

CITY OF BONDURANT
ORDINANCE NO. 211206-217

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF BONDURANT, IOWA, 2002, BY AMENDING THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE FROM MEDIUM INDUSTRIAL (M-2) TO CENTRAL BUSINESS (C-4) ON PORTIONS OF LAND ADJACENT TO THE C-4 DISTRICT

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

Section 1. PURPOSE. The purpose of this ordinance is to change the zoning from Medium Industrial (M-2) to Central Business (C-4) on the following on the following property located within the corporate limits of the City of Bondurant, Polk County, Iowa and described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF PARCEL "L" OF THE ABANDONED CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RAILROAD, AS SHOWN ON THE PLAT OF SURVEY THEREOF RECORDED IN BOOK 14493 ON PAGE 751 IN THE POLK COUNTY RECORDER'S OFFICE;

THENCE EAST, ALONG THE SOUTH LINE OF SAID PARCEL "L" TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ABANDONED CHICAGO AND NORTHWESTERN TRANSPORTATION COMPANY RAILROAD;

THENCE SOUTHWEST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE INTERSECTION OF SAID RIGHT-OF-WAY LINE AND THE EAST LINE OF LOTS 1 THROUGH 5 IN BLOCK 12 OF THE ORIGINAL TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, EXTENDED SOUTH;

THENCE NORTH, ALONG SAID EAST LINE EXTENDED AND ALONG SAID EAST LINE TO THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 2ND STREET NE;

THENCE CONTINUING NORTH, ALONG SAID EAST LINE OF LOTS 1 THROUGH 5 EXTENDED NORTH TO THE NORTH RIGHT-OF-WAY LINE OF SAID 2ND STREET NE;

THENCE EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST LINE OF PARCEL "M" IN SAID PLAT OF SURVEY RECORDED IN BOOK 14493 ON PAGE 751, EXTENDED NORTH;

THENCE SOUTH, ALONG SAID EAST LINE OF PARCEL "M" EXTENDED AND ALONG SAID EAST LINE OF PARCEL "M" TO THE POINT OF BEGINNING.

Section 2. FINDINGS. The City Council of the City of Bondurant, Iowa, hereby makes the following findings:

1. That the Planning & Zoning Commission held a public hearing on November 18, 2021, and voted on recommended approval.
2. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map.
3. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
4. That the zoning change will not negatively impact the character of the neighborhood.
5. 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 Central Business (C-4).

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.

Passed and approved by the City Council of the City of Bondurant, Iowa this ____ day of _____, 2021.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)



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

Item No. 8.b.
For Meeting of 12/6/2021
Ordinance

TITLE: -(First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending Chapter 93 - Water Connection Fee Districts

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Earlier on this agenda, the Council held public hearings on multiple water connection fee districts. The attached ordinance enacts those districts. For additional information, please see agenda statements for each of the respective districts.

FUNDING SOURCE: Water Revenue

STAFF RECOMMENDATION: Approve ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 211206-218

**CITY OF BONDURANT
ORDINANCE NO. 211206-218**

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT, IOWA BY
ADDING NEW SECTIONS TO CHAPTER 93 - WATER CONNECTION FEE DISTRICTS**

WHEREAS, upon due notice and hearing the City Council finds the general health and welfare of the community will be benefitted by establishment of four new water connection fee district areas described in the following ordinance.

THEREFORE,

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

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

CHAPTER 93 – WATER CONNECTION FEE DISTRICTS

**93.3 16TH STREET NE, GRANT STREET NORTH TO PLEASANT STREET NE,
WATER CONNECTION FEE DISTRICT**

93.3.1 Connection Fee District. The 16th Street NE, Grant Street North to Pleasant Street NE, Water Connection Fee District is hereby established consisting of the following tracts of land located in Sections 19 and 30, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the northwest corner of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian; thence South along the West line of the northwest $\frac{1}{4}$ of said Section 30 to the southwest corner of Parcel O, recorded in Book 15115 Page 666; thence East along the South line of said Parcel O to the southeast corner of said Parcel O, said point also being located on the West line of the East $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of said Section 30; thence South along the West line of the East $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of said Section 30 to the southwest corner of the East $\frac{1}{2}$ of the northwest $\frac{1}{4}$ of said Section 30; thence East along the South line of the northwest $\frac{1}{4}$ of said Section 30 to the Center of said Section 30; thence East along the South line of the northeast $\frac{1}{4}$ of said Section 30 to the East Quarter corner of said Section 30; thence north along the East line of said Section 30 to the northeast corner of said Section 30; thence North along the East line of the southeast $\frac{1}{4}$ of Section 19, Township 80 North, Range 22 West of the 5th Principal Meridian to the East Quarter corner of said Section 22; thence West along the North line of the southeast $\frac{1}{4}$ of said Section 19 to the Center of said Section 19; thence West along the North line of the southwest $\frac{1}{4}$ of said Section 19 to the West Quarter corner of said Section 19; thence South along the West line of the southwest $\frac{1}{4}$ of said Section 19 to the point of beginning.

93.3.2 Fee Schedule. From the effective date hereof through June 30, 2022 a connection fee of \$1,115 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2022 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The

connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year. For the adjustment effective July 1, 2022 the adjustment will be prorated based on the one year adjustment for the period ending on April 1, 2022 prorated based on the period from the effective date of the ordinance until June 30, 2022.

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

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

93.4 16TH STREET NE, PLEASANT STREET NE TO NE HUBBELL AVENUE WATER CONNECTION FEE DISTRICT

93.4.1 Connection Fee District. The 16th Street NE, Pleasant Street NE to NE Hubbell Avenue, Water Connection Fee District is hereby established consisting of the following tracts of land located in 20 and 29, Township 80 North, Range 22 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the northwest corner of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian; thence South along the West line of the northwest $\frac{1}{4}$ of said Section 29 to the West Quarter corner of said Section 29; thence East along the South line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 29 to the point of intersection with the westerly line of Park Side Plat 2, a plat in and forming a part of the City of Bondurant, Iowa; thence northerly along the westerly line of said Park Side Plat 2 to the northwest corner of said Park Side Plat 2; thence East along the North line of said Park Side Plat 2 to a point on the East line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 29; thence North along the East line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 29 to the northeast corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 29; thence East along the South line of the northeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 29 to the southeast corner of the southeast $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 29; thence East along the South line of the North $\frac{1}{2}$ of the northeast $\frac{1}{4}$ of said Section 29 to the point of intersection with the northwesterly right-of-way line of NE Hubbell Avenue; thence northeasterly along the northwesterly right-of-way line of said NE Hubbell Avenue to a point on the East line of the section of said Section 29; thence North along the East line of Section 29 to the northeast corner of said Section 29; thence North along the East line of Section 20, Township 80 North, Range 22 West of the 5th Principal Meridian to the East Quarter corner of said Section

20; thence West along the North line of the southeast $\frac{1}{4}$ of said Section 20 to the Center of said Section 20; thence west along the North line of the southwest $\frac{1}{4}$ of said Section 20 to the West $\frac{1}{4}$ corner of said Section 20; thence South along the West line of the southwest $\frac{1}{4}$ of said Section 20 to the point of beginning.

93.4.2 Fee Schedule. From the effective date hereof through June 30, 2022 a connection fee of \$1,318 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2022 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year. For the adjustment effective July 1, 2022 the adjustment will be prorated based on the one year adjustment for the period ending on April 1, 2022 prorated based on the period from the effective date of the ordinance until June 30, 2022.

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

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

93.5 FRANKLIN STREET NW – 2ND STREET NW NORTH $\frac{1}{2}$ MILE WATER CONNECTION FEE DISTRICT

93.5.1 Connection Fee District. The Franklin Street NW North $\frac{1}{2}$ Mile Water Connection Fee District is hereby established consisting of the following tracts of land located in Sections 25 and 26, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the southeast corner of Section 26, Township 80 North, Range 23 West of the 5th Principal Meridian; thence West along the South line of said Section 26 to the South Quarter corner of said Section 26; thence North along the West line of the southeast $\frac{1}{4}$ of said Section 26 to the Center of said Section 26; thence East along the North line of the southeast $\frac{1}{4}$ of said Section 26 to the Quarter $\frac{1}{4}$ corner of said Section 26; thence East along the North Line of the southwest $\frac{1}{4}$ of Section 25, Township 80 North, Range 23 West of the 5th Principal Meridian to the northwest corner of Outlot Z, Bluejay Landing Plat 2, an official plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence southerly along the westerly line of Bluejay

Landing Plat 2 to the southwest corner of Lot 1, Bluejay Landing Plat 2, said point also being the northwest corner of Lot 29, Bluejay Landing Plat 1, an official plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence southerly along the West line of Bluejay Landing Plat 1 to a point on the South line of the southwest $\frac{1}{4}$ of said Section 25; thence West along the South line of the southwest $\frac{1}{4}$ of said Section 25 to the point of beginning.

93.5.2 Fee Schedule. From the effective date hereof through June 30, 2022 a connection fee of \$1,214 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2022 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year. For the adjustment effective July 1, 2022 the adjustment will be prorated based on the one year adjustment for the period ending on April 1, 2022 prorated based on the period from the effective date of the ordinance until June 30, 2022.

93.5.3 Payment of the Connection Fee. The payment of the connection fee shall be made prior to the approval of any final plat of an area within the connection fee district, or prior to the approval of a site plan located within the connection fee district, or prior to the issuance of a permit for installation of the sewer connection for any parcel within the connection fee district. The connection fee shall be paid prior to the first of any of the three listed actions. If a connection fee is paid for the parcel for one of the three actions said parcel shall not be further subject to the connection fee. For any property within the Franklin Street NW, 2nd Street NW North $\frac{1}{2}$ Mile Water Main Connection Fee District where the City has entered into an agreement for payment of the connection fee, either prior to the establishment of this connection fee district or subsequent to the establishment of this connection fee district, the property within the plat shall not be subject to separate payment of the connection fee if the payment of the connection fee for said property is subject to the provisions of the agreement.

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

93.6 FRANKLIN STREET – 2ND STREET NW TO THE FORMER RAILROAD RIGHT-OF-WAY WATER CONNECTION FEE DISTRICT

93.6.1 Connection Fee District. The Franklin Street – 2nd Street NW to the Former Railroad Right-of-Way Water Connection Fee District is hereby established consisting of the following tracts of land located in Sections 35 and 26, Township 80 North, Range 23 West of the 5th Principal Meridian, Polk County, Iowa described as follows:

Commencing at the point of intersection of the East line of Section 35, Township 80 North, Range 23 West of the 5th Principal Meridian and the North right-of-way line of the former railroad right-of-way, thence southwesterly along the northerly right-of-way line of the former railroad right-of-way to the West line of the East $\frac{1}{2}$ of said Section 35; thence North along the West line of the East $\frac{1}{2}$ of Section 35 to the north line of said Section 35; thence East along the North line of said Section 35 to the northeast corner of said Section 35; thence East along the North line of Section 36, Township 80 North, Range 23 West of the 5th Principal Meridian to a point lying directly

north of the northwest corner of Lot J, Quail Run Plat 1, an official plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence southerly along the westerly line of Quail Run Plat 1 to the southwest corner of Lot 126 Quail Run Plat 1; thence southerly and southeasterly along the West line of Quail Run Plat 2 to the southwest corner of Lot A Quail Run Plat 2; thence southeasterly along the westerly line of Quail Run Plat 1 to a point on the North line of the former railroad right-of-way; thence southwesterly along the northerly right-of-way line of the former railroad right-of-way to the point of beginning.

93.6.2 Fee Schedule. From the effective date hereof through June 30, 2022 a connection fee of \$1,199 per acre shall be imposed. The connection fee shall be adjusted on July 1, 2022 and each calendar year thereafter based on the change in the ENR construction cost index for the one year period ending on April 1 of the calendar year in which the adjustment is made. The connection fee shall be rounded to the nearest whole dollar. The City Administrator shall determine the applicable connection fee and shall maintain on file the connection fee effective July 1 of each calendar year. For the adjustment effective July 1, 2022 the adjustment will be prorated based on the one year adjustment for the period ending on April 1, 2022 prorated based on the period from the effective date of the ordinance until June 30, 2022.

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

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

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

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

Section 4 Effective Date. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law _____ Passed _____ and approved this _____ day of _____, 2022.

CITY OF BONDURANT, POLK COUNTY, IOWA

CURT SULLIVAN, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:

SECOND CONSIDERATION:

THIRD CONSIDERATION:



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

Item No. 8.c.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Appointments to the BRAVO Board for CY 2021

CONTACT PERSON:

Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The attached resolution approves the BRAVO Board appointment for the calendar year 2022. Once the Council determines who that is, staff can insert the name and Council can adopt the resolution.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-337

CITY OF BONDURANT
RESOLUTION NO. 211206-337

RESOLUTION APPROVING APPOINTMENTS TO THE BRAVO BOARD FOR CY
2022

WHEREAS, BRAVO of Greater Des Moines requests the City of Bondurant to appoint an elected official, member of city council, mayor or community member to serve on its Board of Directors for calendar year 2022; AND

WHEREAS, the appointments must be a Primary Board Appointment and a Board Alternate Appointment; AND

WHEREAS, XXX has agreed to appointment as Primary Board Representative and XXX has agreed to appointment as Board Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the BRAVO Board are hereby approved as presented.

Passed this 6th day of December 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				



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

Item No. 8.d.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution appointing Appointments to the Des Moines Convention and Visitors Bureau Board of Directors

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: Attached is a resolution appointing two City representatives to the Des Moines Convention and Visitors Bureau.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-338

CITY OF BONDURANT
RESOLUTION NO. 211206-338

RESOLUTION APPROVING APPOINTMENTS TO THE DES MOINES CONVENTION
AND VISITORS BUREAU BOARD OF DIRECTORS

WHEREAS, the City is a member of the Des Moines Convention and Visitors Bureau (CVB); AND

WHEREAS, the Des Moines CVB markets the region as a visitor destination increasing economic growth; AND

WHEREAS, City representation is requested on the Board of Directors; AND

WHEREAS, XXX and XXX have offered to represent Bondurant at the quarterly CVB Board of Director meetings,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that XX and XX are named as a representative to the Des Moines CVB Board of Directors, is hereby approved as presented.

Passed this 6th day of December 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				



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

Item No. 8.e.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Appointments to Des Moines Area MPO and Des Moines Area MPO's Transportation Technical Committee

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Des Moines Area Metropolitan Planning Organization (MPO) requests the City of Bondurant to appoint or reappoint its representatives to the DM Area MPO and MPO Transportation Technical Committee (TTC). The City of Bondurant through the 28E Agreement, has one primary representative and one alternate representative on both the MPO and TTC.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-339

CITY OF BONDURANT
RESOLUTION NO. 211206-339

RESOLUTION APPROVING APPOINTMENTS TO DES MOINES AREA MPO AND
DES MOINES AREA MPO'S TRANSPORTATION TECHNICAL COMMITTEE

WHEREAS, the Des Moines Area Metropolitan Planning Organization (MPO) requests the City of Bondurant to appoint or reappoint its representatives to the DM Area MPO and MPO Transportation Technical Committee (TTC); AND

WHEREAS, the City of Bondurant through the 28E Agreement, has one primary representative and one alternate representative on both the MPO and TTC; AND

WHEREAS, XXX has agreed to appointment as MPO Primary Representative and City Administrator Oliver will serve as the MPO Alternate Representative; AND

WHEREAS, Planning & Community Development Director Maggie Murray has agreed to appointment as TTC Primary Representative and Public Works Director John Horton has agreed to appointment as TTC Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the DM Area MPO and TTC for CY 2022, are hereby approved as presented.

Passed this 6th day of December 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				



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

Item No. 8.f.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution approving Appointments to MWA Board for CY 2022

CONTACT PERSON:

Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The Metro Waste Authority requests the City of Bondurant to appoint an elected official, member of City Council or Mayor to serve on its Board of Directors for calendar year 2022. The appointments must be a Primary Board Appointment and a Board Alternate Appointment.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-340

CITY OF BONDURANT
RESOLUTION NO. 211206-340

RESOLUTION APPROVING APPOINTMENTS TO MWA BOARD FOR CY 2022

WHEREAS, the Metro Waste Authority requests the City of Bondurant to appoint an elected official, member of city council or mayor to serve on its Board of Directors for calendar year 2022; AND

WHEREAS, the appointments must be a Primary Board Appointment and a Board Alternate Appointment; AND

WHEREAS, XXX has agreed to reappointment as Primary Board Representative and City Administrator Marketa Oliver has agreed to reappointment as Board Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the MWA Board are hereby approved as presented.

Passed this 6th day of December 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				



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

Item No. 8.g.
For Meeting of 12/6/2021
Resolution

TITLE: -Resolution appointing Representatives to the Polk County Emergency Management Commission

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The County Board of Supervisors, City Councils and school district Boards of Education in each county shall cooperate with the Homeland Security and Emergency Management Division of the Department of Public Defense to establish a local emergency management commission (Commission) to carry out the provisions of Iowa Code Chapter 29C. The Commission shall be composed of a member of the Board of Supervisors or an appointed representative, the Sheriff or the Sheriff's representative, and the Mayor or the Mayor's representative from each city within the county.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-341

CITY OF BONDURANT
RESOLUTION NO. 211206-341

RESOLUTION APPOINTING A REPRESENTATIVE AND ALTERNATIVE
REPRESENTATIVE TO THE POLK COUNTY EMERGENCY MANAGEMENT
COMMISSION

WHEREAS, the County Board of Supervisors, City Councils and school district Boards of Education in each county shall cooperate with the Homeland Security and Emergency Management Division of the Department of Public Defense to establish a local emergency management commission (Commission) to carry out the provisions of Iowa Code Chapter 29C; AND

WHEREAS, the Commission shall be composed of a member of the Board of Supervisors or an appointed representative, the Sheriff or the Sheriff's representative, and the Mayor or the Mayor's representative from each city within the county and members shall be the operations liaison officers between their respective jurisdiction and the Commission; AND

WHEREAS, the Commission shall meet monthly to determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments and the Commission shall coordinate emergency services in the event of a disaster.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that Doug Elrod be appointed as the Polk County Emergency Management Commission Representative; AND

NOW THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Bondurant, Polk County, Iowa, that XXX, City Administrator Oliver, and Chief Aaron Kreuder be appointed as the Alternative Representatives; AND

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that the Representative or Alternative Representative attends the monthly Commission meetings on behalf of the City of Bondurant, Polk County, Iowa.

Passed this 6th day of December 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				



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

Item No. 9.a.
For Meeting of 12/6/2021
Discussion Item

TITLE: City Precinct Boundaries Review

CONTACT PERSON:

Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: Within 60 days after the Iowa Legislature finalizes the state-level redistricting map, cities are required to update their precincts to the Iowa Secretary of State (SOS) office. Recent census numbers pushed Bondurant to a new threshold. Now that our population is over 7,000, this forced Bondurant to have three precincts. Attached are the proposed precincts, which include recent annexations. Before the final adoption of precinct boundaries, the county auditor must have the opportunity to review the plan and provide written comments on the plan. The city has to allow the county auditor between seven and 10 days to provide written feedback.

The city council will hold a public hearing on Monday, December 20th, before final action is taken to adopt the new precinct boundaries. The precinct boundaries must be defined by ordinance to ensure that the ordinance matches the precinct plan.

The City precinct boundaries are effective for all elections held after January 15, 2022.

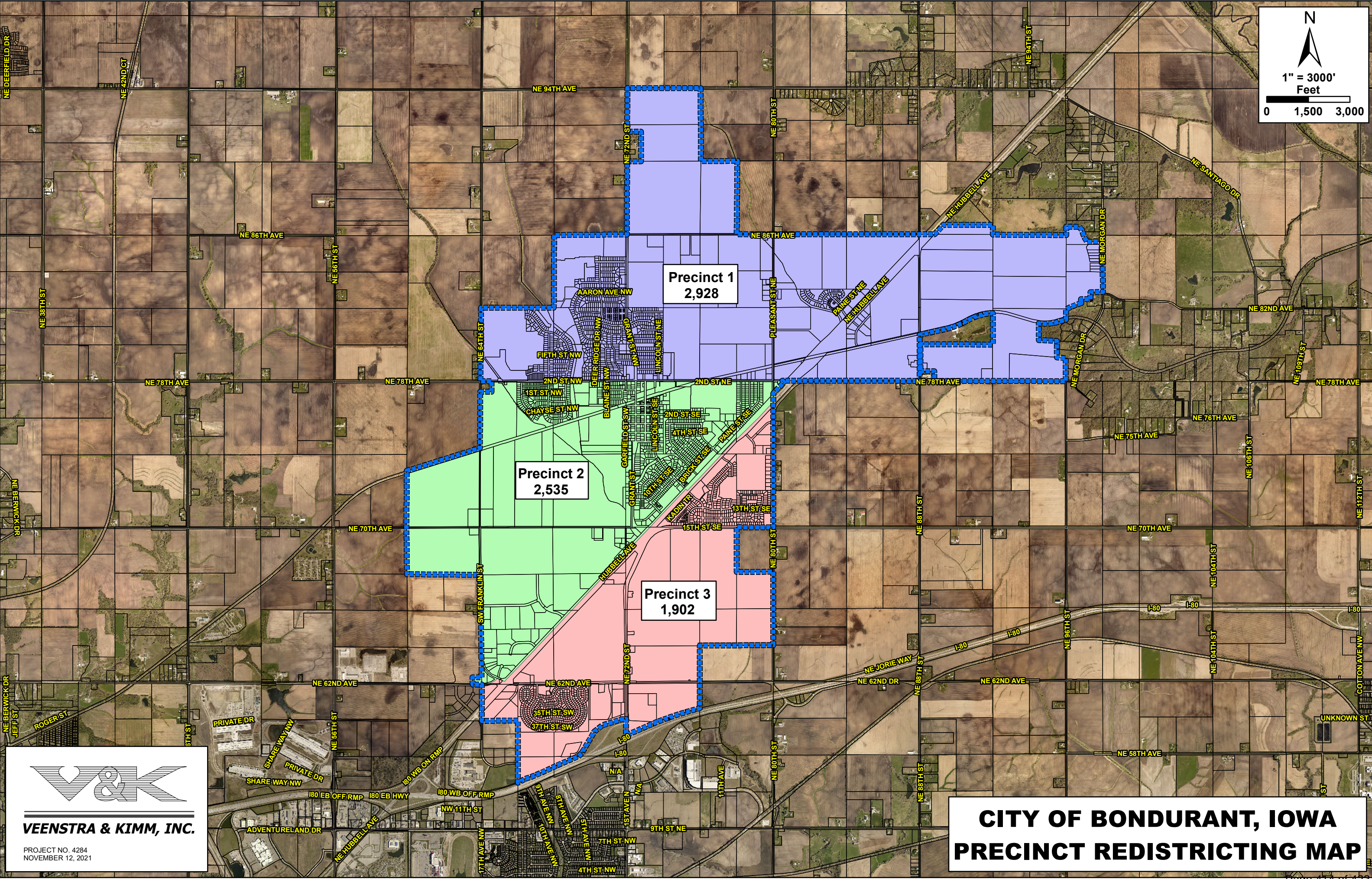
FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Discussion item.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Precinct Boundaries Proposal



VEENSTRA & KIMM, INC.

PROJECT NO. 4284
NOVEMBER 12, 2021

CITY OF BONDURANT, IOWA PRECINCT REDISTRICTING MAP



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

Item No. 9.b.
For Meeting of 12/6/2021
Resolution

TITLE: -Discussion and Possible Consideration of a Resolution approving an Agreement with ClearGov for Digital Budget Book, Transparency, and Capital Budgeting Software in the amount of \$20,100

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The City's Finance & Employee Services Director recently demoed several cloud-based to leverage automation, moving toward a digital Budget Book, AFR, and Capital Plan. As part of strategically evaluating the needs of the organization and the complex changes to our reporting and budget, it was determined that if the City invests in this type of cloud-based solution, it could create capacity. By doing so, this would allow the central administration to remain small and divert expansion resources to other departments. After demoing the different solutions, the FES Director explored the possibility of building a unique solution for the City in house using Google. Since Google is free to the City, staff explored the possibility of building it in this platform as that would save considerable resources. I was successful building a prototype in Google. However, the platform is limited in automating the setup of the system. While the Google platform is free and functions to a point, the setup required for it is not able to be automated, which means that it is not truly an option to accomplish the City's needs. After reevaluating the platforms demoed, staff recommends the use of ClearGov. Additionally, the software comes with a 90-day, customer satisfaction guarantee. If the software is not performing as the City anticipates, the City can exercise an option for a full refund within the first 90 days.

FUNDING SOURCE: All funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 211206-342
2. ClearGov Budget Cycle Management Product Brief
3. ClearGov - Bondurant, IA Service Order - Nov 2021

CITY OF BONDURANT
RESOLUTION NO. 211206-342

RESOLUTION APPROVING BUDGET CYCLE MANAGEMENT SOFTWARE
PROPOSAL FROM CLEARGOV. IN THE AMOUNT OF \$20,100

WHEREAS, a proposal for Budget Cycle Management Software was submitted to the City of Bondurant on November 2nd, 2021; AND

WHEREAS, the Software will help further automate the budget, Annual Financial Reporting, and Capital Planning development and reporting processes; AND

WHEREAS, the Software is also designed to help increase transparency and facilitate finding information more quickly for the public facing portal; AND

WHEREAS, the Software engages data analytics to help mine information on demographics and other statistical data and presents it on the City's website; AND

WHEREAS, the Proposal is for the software and licensing fees in the amount of \$16,500 as well as the year 1 implementation fee in the amount of \$3,600; AND

WHEREAS, during the first ninety (90) days of the Service, the City shall have the option to terminate the Service, by providing written notice; AND

WHEREAS, in the event that City exercises this customer satisfaction guarantee option, such termination shall become effective immediately and the City shall be eligible for a full refund of the applicable Service Fees.; AND

WHEREAS, after the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by the amount of 3% per annum.; AND

WHEREAS, the City shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.; AND

WHEREAS, City Staff have reviewed the proposal for accuracy have found this to be acceptable; AND

WHEREAS, funding for the software is included in the FY22 budget.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Budget Cycle Management Software System Proposal from CleaGov for \$20,100 is hereby approved.

Passed this 6th day of December 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

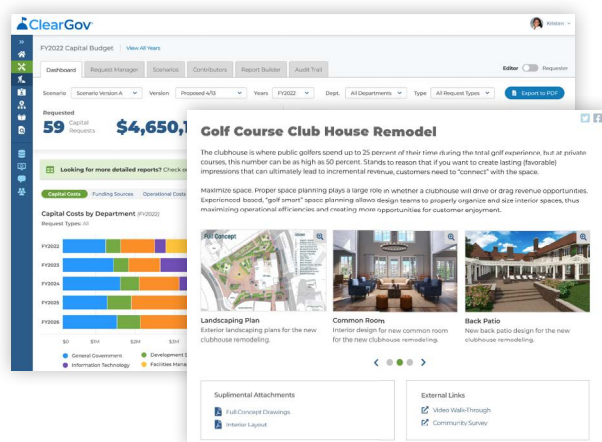
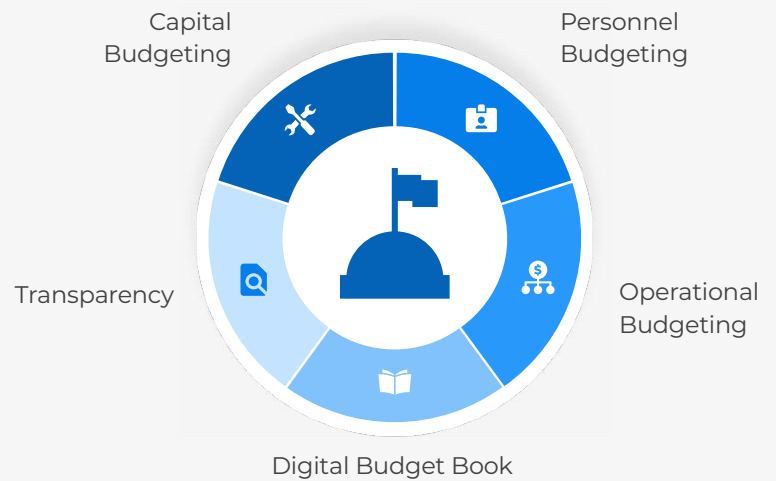
Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

Budget Cycle Management Suite

PRODUCT BRIEF



Local governments have faced the same challenges and limitations for years as they navigate their budget cycles using spreadsheets. The reality is that spreadsheets do not adequately address the unique needs of building different types of budgets, communicating those budgets, and maintaining transparency year-round. ClearGov's cloud-native Budget Cycle Management suite provides efficiency at every step of the process so you can budget better. Our financial solutions are easy-to-use, complement existing ERP and accounting systems, and automatically deliver website-based results that your community and stakeholders will appreciate.



Capital Budgeting

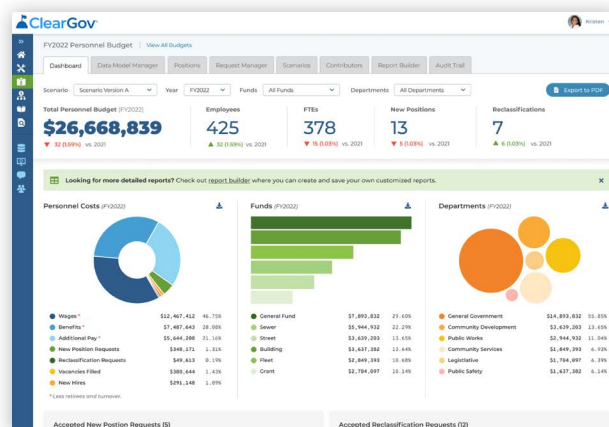
Automate the way you collect capital requests and prioritize projects to streamline your CIP process.

- ✓ Eliminate manual spreadsheet work with web-based request forms and scenario planning tools.
- ✓ Collaborate with contributors directly in the budget - the audit trail is automatic.
- ✓ Effortlessly produce professional, website-based project pages to share with the public.

Personnel Budgeting

Build your personnel budget with powerful cloud-native tools that ensure you've calculated every layer of cost.

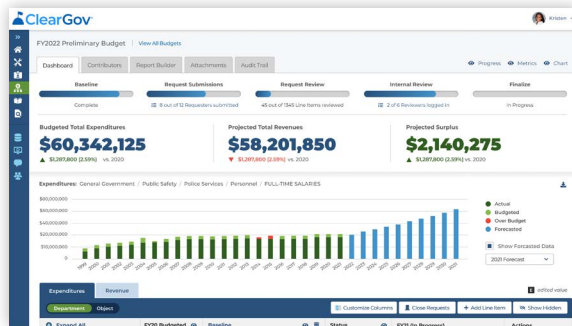
- ✓ Easily manage salaries, benefits, vacancies, and inform union negotiations.
- ✓ Plan future scenarios and analyze how each impacts your budget at multiple levels.
- ✓ Streamline position requests from department heads.



GET A DEMO

Budget Cycle Management Suite

PRODUCT BRIEF



Operational Budgeting

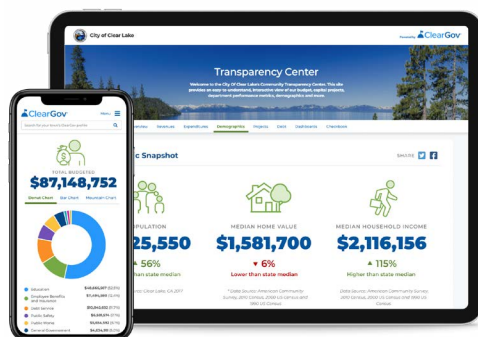
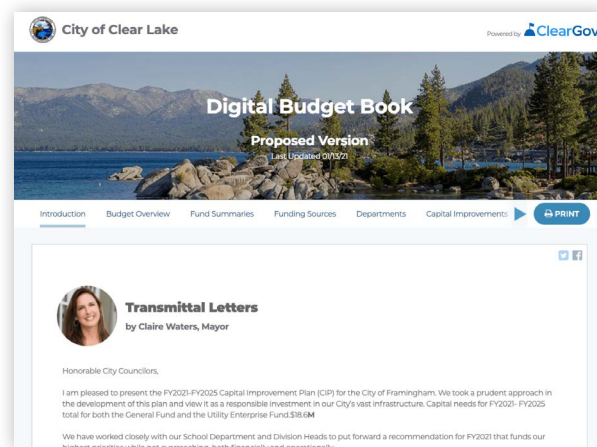
Eliminate spreadsheet errors and version control issues with cloud-native budgeting.

- ✓ Build your budget with ease as requests flow in from departments automatically for approval.
- ✓ Create AI-driven forecasts for long-term planning or use as a baseline for your budget.
- ✓ Collaborate with contributors as you edit line items - the audit trail is automatic.

Digital Budget Book

The industry's first website-based solution that builds a budget book in a fraction of the time.

- ✓ Automate the creation of fund summary pages, charts, tables and more.
- ✓ Invite contributors to create new pages quickly with easy-to-use templates.
- ✓ Meet GFOA award criteria with built-in guidelines.
- ✓ Share online or print with just one click.



GET A DEMO

Transparency

Tell your financial story in a way everyone can understand, and that's ADA-optimized by design.

- ✓ This turnkey, website-based solution is pre-populated with state-available data using dynamic infographics.
- ✓ Customize your profile with charts, department pages, and commentary to build community trust.
- ✓ Add narrative to the numbers that help stakeholders understand your finances and performance.



"From start to finish, ClearGov Budget Cycle Management is a suite that's well thought out. They clearly did their homework and did a great job integrating all of the products. ClearGov software is worth more than what we're paying for it!"

Brandon Neish, Finance Director, Sweet Home, OR



2 Mill & Main; Suite 630; Maynard, MA 01754

Service Order

Created by	Gabby Yetten
Contact Phone	(646) 715-5529
Contact Email	gyetten@cleargov.com

Order Date	Nov 2, 2021
Order valid if signed by	Dec 31, 2021

Customer Information					
Customer	City of Bondurant	Contact	Jené Jess	Billing Contact	
Address	City Hall, 200 2nd St NE Box 37	Title	Finance & Employee Services Director	Title	
City, St, Zip	Bondurant, IA 50035	Email	jnjess@cityofbondurant.com	Email	
Phone	(515) 630-6981			PO # (If any)	

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Jan 1, 2022	\$20,100.00	Setup Fee & Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Jan 1, 2022	Jan 1, 2022	ClearGov Setup Services
Initial	Jan 1, 2022	Dec 31, 2024	ClearGov Subscription Services

The Services you will receive and the Fees for those Services are...		
Set up Services		Tier/Rate
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions.		Tier 1
ClearGov Setup Bundle Discount: Discount for bundled solutions.		Tier 1
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 3,600.00
Subscription Services		Tier
ClearGov Operational Budgeting - Civic Edition		Tier 1
ClearGov Personnel Budgeting - Civic Edition		Tier 1
ClearGov Capital Budgeting - Civic Edition		Tier 1
ClearGov Digital Budget Book - Civic Edition		Tier 1
ClearGov Transparency - Civic Edition		Tier 1
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions.		Tier 1
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 16,500.00
Billing Terms and Conditions		
Valid Until	Dec 31, 2021	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Customer Satisfaction Guarantee	During the first ninety (90) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.

Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer	
Signature	
Name	Jené Jess
Title	Finance & Employee Services Director

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.
- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact - to be scheduled within two weeks after the Service Order has been executed.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback and get answers to open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow up calls or emails required to complete the data onboarding process.
- ClearGov will make Customer aware of all training, learning and support options. ClearGov recommends all Users attend training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver one customized remote training session for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.