

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

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL APRIL 19, 2021

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on April 19, 2021, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

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

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

- a. Approval of the City Council Meeting Minutes of April 5, 2021
- b. Planning & Zoning Commission Meeting Minutes of April 8, 2021
- c. Library Board Meeting Minutes of March 3, 2021 & Director's Report
- d. Receive and file Annual Audit and Finance Report
- e. Claims List
- f. Applications for Council Approval
- g. Resolution approving Pay Application No. 1 to Ryan Companies for the Project Omega Phases 2 & 3 Offsite Improvements Project in the amount of \$3,971.11

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

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

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h. Resolution approving Pay Application No. 6 to Multiple Vendors for the Library Expansion and Renovation Project Management by Story Construction in the amount of \$445,790.56

i. Resolution approving Pay Application No. 1 to Shive-Hattery for the Professional Services Agreement for Commerce Crossings Development Public Improvements Project

j. Resolution approving Pay Application No. 2 to McAninch Corporation for the 23rd Street, SW and Shiloh Rose Parkway, SW Public Infrastructure Improvement Project in the amount of \$215,162.80

k. Resolution approving Change Orders Totaling \$85,945.19 for the 2021 Bondurant Community Library Expansion Project

l. Resolution approving adjustment to Board of Adjustment fees

m. Resolution Setting Date for Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment

n. Resolution rescinding and replacing Resolution No. 210405-82 related to disbursement of funds from Spring Bags Tournament

6. Guests requesting to address the City Council

7. Presentations

a. Audit Report

8. Action Items

a. Resolution for Professional Services Agreement with EOR for Design and Construction Phase Services for the Ditch #2 Stream Bank Stabilization Project

b. Resolution approving Memorandum of Understanding with Bondurant Commercial, LLC

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- c. Resolution approving Commerce Crossings Site Plan
 - d. Resolution approving Site Plan for Bondurant Retail Building (100/104 Main St SE)
 - e. Resolution approving Highpoint Estates Preliminary Plat
 - f. Resolution approving Site Plan for 96 Paine Circle SE
9. Discussion Items -
 - a. Discussion of M2 Uses
10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
12. Adjournment

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

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BONDURANT CITY COUNCIL

Minutes

April 5, 2021

Bondurant City Council

1. Roll Call

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

City Officials

Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan
Virtually: Fire Chief Aaron Kreuder, Public Works Director John Horton, City Engineer Bob Veenstra, Library Director Jill Sanders, Finance Director Jene Jess

2. Call to Order and Declaring a Quorum

Mayor Sullivan called the meeting to order at 6:02 p.m. and declared a quorum.

3. Abstentions Declared – None.

4. Perfecting and Approval of the Agenda

Motion by Enos, seconded by Pepper, to amend the agenda by adding a Street Closing Application for “Bike Night at the Rails” to the agenda. Vote on Motion 5-0. Motion carried.

Motion by Enos, seconded by Pepper, to approve the agenda as amended. Vote on Motion 5-0. Motion carried.

5. Consent Agenda:

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

- a. Approval of the City Council Meeting Minutes of March 29, 2021
- b. Receive and File – Planning & Zoning Commission Meeting Minutes of March 11, 2021
- c. Claims List
- d. Tax Abatements
- e. Applications for Council Approval
- f. Proclamations

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

- g. **RESOLUTION NO. 210405-72** – Resolution approving Pay Application No. 12 to Rognes Corporation for the Northwest Trunk Sewer Project in the amount of \$27,298.25
- h. **RESOLUTION NO. 210405-73** – Resolution approving Pay Application No. 1 to McAninch Corporation for the 23rd Street, SW & Shiloh Rose Parkway, SW Public Improvement Project in the amount of \$74,711.42
- i. **RESOLUTION NO. 210405-74** – Resolution approving Change Order No. 5 to Ryan Companies for Construction Management Agreement for the 32nd Street/Grant Street S/Shiloh Rose Parkway Public Improvement Project in the amount of ~~(\$-8,640.00)~~
- j. **RESOLUTION NO. 210405-75** – Resolution approving Change Order CR-012 for Additional Parking Lot Paving for the 2021 Bondurant Community Library Expansion Project
- k. **RESOLUTION NO. 210405-76** – Resolution recognizing Final FY22 Levy Rate and Affirming Budget Filing
- l. **RESOLUTION NO. 210405-77** – Resolution approving the Proposal for Professional Services from Confluence for the Bondurant Comprehensive Plan Update
- m. **RESOLUTION NO. 210405-78** – Resolution Authorizing Adoption of Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure
- n. **RESOLUTION NO. 210405-79** – Resolution adopting Fees for the City of Bondurant, Iowa
- o. **RESOLUTION NO. 210405-80** – Resolution approving the Bondurant Soccer Club Lease
- p. **RESOLUTION NO. 210405-81** – Resolution approving the Park and Recreation Sponsorship Guide
- q. **RESOLUTION NO. 210405-82** – Resolution approving the Disbursement of Funds from the Spring Bags Tournament
- r. **RESOLUTION NO. 210405-83** – Resolution of support for the Trees Forever Planting Hope Grant Application
- s. **RESOLUTION NO. 210405-84** – Resolution approving Pay Application No. 16 to Ryan Companies for the Project Bluejay Offsite Improvements Project in the amount of \$26,262.18
- t. **RESOLUTION NO. 210405-85** – Resolution approving the Department of Homeland Security Agreement
- u. **RESOLUTION NO. 210405-86** – Resolution affirming Land Uses in SW Industrial Area and Addressing Responsibility for Grant Requirements

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

Council Member Pepper questioned the soccer lease and bags tournament donation. Council Member Cox questioned the Story Construction Change Order. Council Member Elrod questioned the shelter fees.

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

6. Guests requesting to address City Council – None.

7. **PRESENTATIONS** –

a. LIHTEC – Rescheduled for a future meeting.

b. Hubbell Realty Development – Steve Moseley, Hubbell Realty, presented a concept plan for a development north of Park Side Development. The development includes multi-family, townhomes, and 50- to 60-foot lots. The Council and the developer discussed pricing, location, the commuter loop, the possibility of including commercial lots, the density, comments from the Commission, etc. Council was not in favor of the overall concept and would like to see more of a variety throughout the development.

8. **ORDINANCE NO. 210405-205** – (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, 2002, by amending Chapter 106, Collection of Solid Waste

Motion by Enos, seconded by Cox, to waive the first and second reading, and approve the third and final reading of ORDINANCE NO. 210405-205. Roll Call: Ayes: McKenzie, Enos, Pepper, Cox, Elrod. Nays: None. Absent: None. Motion carried 5-0.

a) “Bike Night at the Rails” Street Closing Application

Motion by Elrod, seconded by Enos, to approve the Street Closing Application. Vote on Motion 5-0. Motion carried.

9. Discussion –

a. Projects to Submit to Congresswoman Axne – City Administrator Oliver listed the projects City Staff recommends submitting for earmarked projects. The projects include: the commuter loop, water tower project, public safety/public works/bus barn project, the 10th Street extension, and Central Park. Council discussed and agreed to submit the projects listed.

10. Reports / Comments and appropriate action thereon:

- a. Mayor –
- b. Council Members
 - Peffer – None.
 - Enos – None.
 - McKenzie – None.
 - Cox – BDI, Chamber and EPIC update.
 - Elrod – DART meeting.
- c. Administrator – Budget comments, downtown project update, upcoming Planning & Zoning Commission items, backfill update.
- d. Directors
 - Horton – None.
 - Sanders – Facebook grant, Library Project update.
 - Jess – None.

Motion by Enos, seconded by Peffer to close the regular meeting and move into Closed Session at 7:23 p.m. Roll Call: Ayes: McKenzie, Enos, Peffer, Cox, Elrod. Nays: None. Absent: None. Motion carried 5-0.

11. **CLOSED SESSION** – Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation

Mayor Sullivan closed the Closed Session at 7:46 p.m.

12. Adjournment

Moved by Peffer, seconded by Cox, to adjourn the meeting at 7:48 p.m. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Curt Sullivan, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on April 5, 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

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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

CITY OF BONDURANT
PLANNING AND ZONING COMMISSION
APRIL 8, 2021
MINUTES

1. Call to Order

Commission Member Cuellar called the meeting to order at 6:02 p.m.

2. Roll Call

Roll call was taken and a quorum was declared.

Present: Virtually: Commission Member Torey Cuellar, Commission Member Karen Keeran, Commission Member Andy Mains, Commission Member Brian Clayton, Commission Member Kristin Brostrom, Commission Member Wes Hoyer

City Officials

Present: City Clerk Shelby Hagan, Marketa Oliver, City Administrator, City Engineer Bob Veenstra

3. Perfecting and Approval of the Agenda

Motion by Clayton, seconded by Mains, to approve the agenda. Vote on Motion 6-0. Motion carried unanimously.

4. Approval of the Commission Minutes – March 25, 2021

Motion by Brostrom, seconded by Hoyer, to approve the March 25, 2021 minutes. Motion carried.

5. Guests requesting to address the Commission – none.

6. **RESOLUTION 21-0408-05:** Considering recommended approval of the site plan at 96 Paine Circle SE.

Erin Ollendike, Civil Design Advantage, explained the site plan. The Commission discussed access points, traffic, the orifice, and freeboard.

Motion by Mains, seconded by Clayton, to approve RESOLUTION NO. 21-0408-05 with the following recommendations:

- 1.) Provide a more adequate freeboard by adding one to two inches.
- 2.) Install a trash guard on the orifice.
- 3.) Deny a variance, if requested, to allow a drive thru due to the lack of queuing space.

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Roll Call: Ayes: Cuellar, Mains, Keeran, Brostrom, Clayton, Hoyer. Nays: None. Absent: None. Motion carried 6-0.

5. **RESOLUTION 21-0408-06:** Considering recommended approval of the Commerce Crossings Site Plan.

Lou Harden and Ryan Foley, Shive-Hattery, presented the project. The Commission discussed future road network, traffic, signals, truck routes, concerns with truck traffic, screening, etc.

Teresa Tobias, 3517 Hawthorn Drive, SW, inquired about the company.

Dave Hanson, Signature Development, reported that they do not have any tenants for the development yet.

Scott Tobias, 3517 Hawthorn Drive, SW, requested trees be planted for screening purposes.

City Staff, the Commission and the Developer discussed planting trees near the Wolf Creek Development near the park.

Bob Veenstra, City Engineer, and the engineers for the project discussed the water service and fire hydrants.

Motion by Clayton, seconded by Brostrom, to approve RESOLUTION NO. 21-0408-06. Roll Call: Ayes: Cuellar, Mains, Keeran, Brostrom, Clayton, Hoyer. Nays: None. Absent: None. Motion carried 6-0.

6. **RESOLUTION 21-0408-07:** Considering recommended approval of the Highpoint Estates Preliminary Plat.

Branden Stubbs, Stubbs Engineering, presented the project to the Commission. The Commission discussed adjacent property, parkland, zoning, affordability, connecting sidewalks, urbanizing Grant Street, offsite drainage, traffic, etc. The Commission would like to see the stubbed street removed from the proposed plat due to the ownership of the adjacent property.

Commission Chair Cuellar left at 6:56 p.m.

Motion by Brostrom, seconded by Mains, to table RESOLUTION NO. 21-0408-07 until April 15th meeting due to the request of a few changes of the proposed plat. Roll Call: Ayes: Mains, Keeran, Brostrom, Clayton, Hoyer. Nays: None. Absent: Cuellar. Motion carried 5-0.

7. Discussion of Trucking/Concrete in M-2 District.

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City Administrator is requesting feedback from the Commission for a potential business in the Bondurant Industrial Park. Bobby Colosimo, Skol Trucking, informed the Commission that they recycle concrete. The Commission had questions and concerns regarding debris and screening for the bike trail. The Commission encouraged Colosimo to submit a site plan to further the discussion.

11. Reports/Comments and appropriate action thereon:

- a. Commission Member Comments
 - Mains – None.
 - Brostrom – Questioned Bondurant apparel.
 - Clayton – Questioned MidState's landscaping.
 - Keeran – Questioned the Commission vacancy.
 - Hoyer – None.
- b. Commission Chair Comments – Absent.
- c. City Administrator Comments – Hubbell Development report from Council.
- d. Planning & Community Development Director – Absent.
- e. City Council Liaison – Absent

12. Adjournment

Moved by Mains, seconded by Brostrom, to adjourn the meeting at 7:34 p.m. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Torey Cuellar, Commission Chair

Librarian items February 2021



- The Library was closed on Wednesday March 17 and Thursday March 18 due to demolition of the old Post Office building.
- Move of collection and workspace to the new area (south wing) was completed April 7, 8, and 9. Library Furniture International has been contracted to make this move.
- Mark @ Kadeth has moved all of the computers/tech to the new south area on Monday April 12.
- Demo of the existing east portion of the building (from the circulation desk east) has begun. The project is still scheduled for completion at the end of June.
- The Library again this year collaborated with the Men's Club on their annual Easter Egg Hunt. This year the event will be at the BRC ballfields. Staff planned socially distant activities.

Stats for March 2021 **Closed 2 days for construction/Curbside Delivery**

- Total Circulation for the month 3485, 5074 last year at this time.
- On-line usage (e-Books, Downloadable music, Tumblebooks, Hoopla (music, ebooks, streaming video), Gale, Transparent Language, Credo, Learning Express and Zinio (magazines) 979, 751 last year.
- Door Count 1452/2 days closed, 1417 last year beginning of COVID.
- Assisting patrons by phone, with the catalog, computers, etc. 474 and 593 last year.
- Virtual Story times- 14 were held with 35 devices in attendance, last year 76 attended 10 virtual story times.
- Total programming attendance for adults, youth and children 73 devices last year 400.
- Website hits 5967 last year 4330. The Library converted to Google analytics for Website tracking this past year.
- The Library provided 255 to go kits to youth, 12 to teens and 24 to adults. We implemented these to go kits at the beginning of COVID in lieu of our in person programming.
- Internet usage in house was 119, last year 222, 266 Wi-Fi users 756 last year, 82 hotspot were used this past month last year 73. 63 hotspots are checked out long term to school families.
- Meeting room -The meeting room has been closed to the public since March 2020. Due to COVID and now the Renovation/Construction project.
- Issued 19 new library cards. Last year we issued 24 cards during the month of March.
- The library did 29 requests for materials from other libraries and provided 59 to other libraries.
- 495 items were added to the collection and 200 were removed.

- 39 Curbside deliveries were made.
- 15 Mobile Printing.
- 0 Inside appointments. The Library has opened for full service.

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

1. **Roll Call:** *Members Present:* Pat Kaura, Sue Ugulini, Julie Bergeson, Jen Keeler, Josh Bryant, Library Director Sanders and Assistant Director Klinker-Feld. Member Craig Kinrade attended virtually.
2. **Call to order:** Meeting called to order by President Kaura.
3. **Guests present:** Angela McKenzie, City Council Representative.
4. **Perfecting and Approving the Agenda:** Motion to approve the agenda by Ugulini, seconded by Keeler. Roll call vote: Bergeson-Aye, Bryant-Aye, Keeler-Aye, Kaura-Aye, Kinrade-Aye, Ugulini-Aye. Motion carried.
5. **Capital Improvement Project:** Director Sanders provided an update on the capital improvement project, necessary change orders and financial information.
 - a. **Discussion/Decision Application and Certificate for Payment:** Motion to approve payment of \$363,430.91 for the month of February by Ugulini, seconded by Kinrade. Roll call vote: Bergeson-Aye, Bryant-Aye, Keeler-Aye, Kaura-Aye, Kinrade-Aye, Ugulini-Aye. Motion carried
6. **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 Bergeson, seconded by Keeler. Roll call vote: Bergeson-Aye, Bryant-Aye, Keeler-Aye, Kaura-Aye, Kinrade-Aye, Ugulini-Aye. Motion carried.
7. **Public Comments:** None
8. **Library Foundation Update:** The foundation reported on upcoming grant opportunities and future fundraising efforts. .
9. **City Council Liaison Report:** Angela McKenzie updated the board on the sunseting of tax abatement, expected financial growth and economic development projects for the city of Bondurant.

10. Old Business: None

11. New Business:

- a. **Review Returned Check Policy.** Motion to approve by Ugulini, seconded by Bryant. Roll call vote: Bergeson-Aye, Bryant-Aye, Keeler-Aye, Kaura-Aye, Kinrade-Aye, Ugulini-Aye. Motion carried.
- b. **Review Selection Collection Development Policy.** Motion to approve by Bryant, seconded by Bergeson. Roll call vote: Bergeson-Aye, Bryant-Aye, Keeler-Aye, Kaura-Aye, Kinrade-Aye, Ugulini-Aye. Motion carried.
- c. **Review and Approval of Wages for Fiscal Year 2021/2022:** Motion to approve with changes by Ugulini, seconded by Keeler. Roll call vote: Bergeson-Aye, Bryant-Aye, Keeler-Aye, Kaura-Aye, Kinrade-Aye, Ugulini-Aye. Motion carried.

12. Board President Items: None.

12. Adjournment: Motion to adjourn by Bryant, seconded by Keeler. Motion carried. Roll call vote: Bergeson-Aye, Bryant-Aye, Keeler-Aye, Kaura-Aye, Kinrade-Aye, Ugulini-Aye. Motion carried.

Next Meeting: Wednesday, April 7, 2021

Annual Finance Report

Fiscal Year 2020



Bondurant

Life Community

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INTRODUCTORY SECTION

Letter of Transmittal

March 26, 2021



200 Second Street Northeast
Post Office box 37
Bondurant, Iowa 50035-0037
Phone: (515) 967-2418
Fax: (515) 967-5732
Email:
info@cityofbondurant.com
Website:
cityofbondurant.com

Mayor: Curt Sullivan

Council Members:
Tara Cox
Doug Elrod
Wes Enos
Angela McKenzie
Bob Pepper

City Administrator:
Marketa Oliver

City Clerk: Shelby Hagan

Public Works Director: John
Horton

Finance Director: Jené Jess

Fire Chief: Aaron Kreuder

Planning Director: Maggie
McMurray

Library Director: Jill Sanders

City Attorney: David Brick

City Engineer: Bob Veenstra,
Jr.

Honorable Mayor, Members of the City Council,
and the Citizens of the City of Bondurant, Iowa:

This report contains management's overview concerning the finances of the City. Management assumes full responsibility for the completeness and reliability of all the information, based upon an operational system of internal controls established for this purpose. The cost of internal controls should not out-weight anticipated benefits; therefore, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

Faller, Kincheloe & Co, PLC, Certified Public Accountants, Des Moines, Iowa released an audit report with an unmodified opinion of that the financial statements are presented fairly by the City of Bondurant, Iowa. The report can be found following the introductory section of this report, page 10.

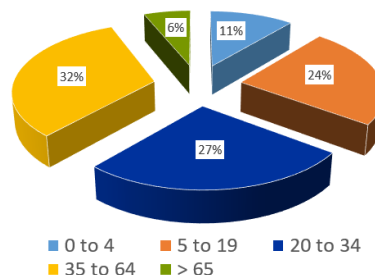
The financial section of this report begins with Management's discussion and analysis of the basic financial statements (MD&A). This letter of transmittal provides information intended to compliment the MD&A and be read in conjunction with it.

Profile of the City

The City of Bondurant was founded in 1884. In 1892, the [Chicago Great Western Railway](#) built the Bondurant railway station. Bondurant incorporated as a city on December 23, 1897. Alexander C. Bondurant, who was the area's first settler in 1857, is also the namesake of the City.

Bondurant is a part of the capital city's metropolitan area, centrally located in Iowa just northeast of Des Moines along the interstate 80 and U.S. Highway 65 corridors. The incorporated city limit spans 8.4 square miles of Polk County. The population was 5,493 in the special 2015 special census, an increase of 195.959% from the 1,846 population in 2000. The 2019 population estimates are 6,958, approximating a four-year increase of 26.67%.

Bondurant Demographics



Nearly a quarter of the population is school age, with more in pre-school. 58.7%

A governing council has legislative and policy-making authority for the City. That body consists of a mayor and five council members; all elected at large and non-partisan. Council terms are staggered, with some council members and the mayor elected to four-year terms in one year and other council members elected to their four-year terms, two years later. All regular Mayor/Council elections are

held in off years, alternating the national election cycle. The Council makes policy decisions for the City through adopting operating and capital budgets, appointing boards and committees, and hiring a city manager and management staff consisting of city clerk, finance director, fire chief, planning and community development director, and public works director. The City Council also appoints the community's Library Board of Trustees, and they hire the library director to oversee management. The library and its staff are considered a city department for the purposes of budgeting.

Public elementary and secondary education is provided by the Bondurant-Farrar Community School District. The school district currently has two elementary building, middle school, and high school, with the building of a junior high underway. The Bondurant-Farrar Community School District is one of the top rated 2-A districts in the State of Iowa. Only the school district has the ability to issue separate debt, which is not an obligation of the City; therefore, the financial statement of that entity is not a part of this report.

Public water services are provided by the municipal utility, within the public works department of the City and is supplied by the Des Moines Water Works.

Local Economy

The median household income estimated for 2019 is \$97,786 annually averaged from 2015 to 2019. The per capita income for 2019 is estimated at \$33,604 annually averaged from 2015 to 2019.

There are approximately 3180 City residents in the workforce. Unemployment numbers are estimates as of 07/01/2020 and may be impacted by the COVID-19 pandemic at 8%. With the establishment of seven new commercial/industrial property sites, the jobs within the City increase by approximately 1,400 from 2019 to 2021.

Amazon has completed its distribution center and their sortation center is currently under construction and projected to open by fall 2021. The City entered into a development agreement with Amazon's distribution center that had a two-tiered minimum assessment approach. Effective January 1, 2020, the minimum assessment was to be \$5,000,000 and effective January 1, 2021, the minimum is \$75,000,000. The original valuation of the approximate 160 acre site prior to the Amazon acquisition was \$208,680 in ag land value, for which a total of approximately \$351.86 in city taxes were paid a year. The actual partial assessment for the Amazon distribution center as of January 1, 2020 was a total of \$44,600,000, of which \$14,600,000 for the land and \$30,000,000 for the building that was under construction at the time of assessment. Under the City's normal tax rate, this represents a City tax revenue of \$487,919 or a TIF revenue of approximately \$1,318,789.

The new housing market has expanded every direction of the City's borders, with the most development to the northwest. Currently, 261 existing residential lots are undeveloped and ready for a building permit submittal. These lots are located in the following areas: Wisteria Heights Plat 5, Wisteria Heights Plat 6, Hazel Marie Townhomes, Arbor Ridge Villas, Wolf Creek, Pleasant Grove, Stoll Subdivision, Quail Run Plat 1, Quail Run Plat 2, Park Side Plat 2, and Prairie Point View Plat 1. Additionally, 848 residential lots that don't yet exist on a recorded subdivision, but that are included as part of an approved preliminary plat. Approved preliminary plats include the following: Sankey Summit Phase 2, Quail Run Phase 2, Harvest Meadows, and Prairie Point View (excluding the existing Plat 1 area). Building permits generated in Fiscal year 2019 \$190,905 in revenue and in Fiscal Year 2020 \$784,039.50.

Relevant Financial Policies

The City adopted new financial policies in FY21, but had substantively been in compliance with them under FY20 management. Examples of the new policies include a minimum 25% General Fund operating reserve. In FY20 the City's General Fund Reserve was approximately 38% of operating expenditures. The City has established three benchmarks in regards to the issuance of debt. First, the

City would like to limit the amount of general obligation debt issued to 80% of the constitutionally allowed limit. Secondly, the City would like bonded debt per capita not to exceed \$3,800 for general obligation debt. Thirdly, the City will not borrow past the useful life of the improvement or equipment purchase, but will borrow for the entire useful life of the improvement in an effort to ensure equity for end users and taxpayers. The City will be transparent in its borrowing, avoid balloon payment or variable rate debt, and continually monitor market conditions to take advantage of refinancing opportunities when possible.

The general obligation debt limit is set by the State of Iowa and it stipulates that a City cannot exceed 5% of the value of taxable property in the city not incorporating the “roll-back”.

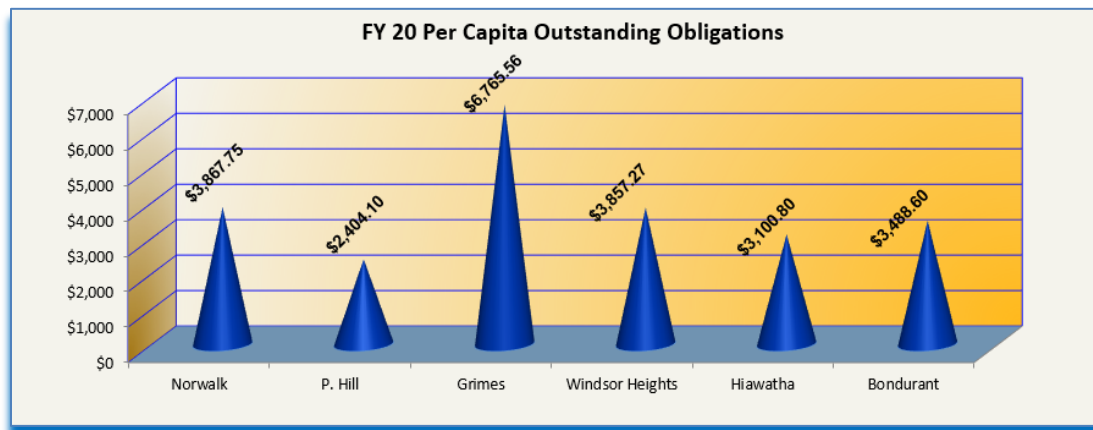
DEBT LIMITATION FOR GENERAL OBLIGATIONS as of June 30, 2020

Actual valuation-- January 1, 2018	Amount
	$\$409,974,881 \times 5\% = \$20,498,744$

Per the City’s policy, the City had the capacity to have 80% of \$20,498,744 in general obligation debt, in the amount of \$16,398,995.

As the general obligation debt is at \$15,245,000 as of June 30, 2020 and general obligation debt limit is at \$20,498,744, the City was at 74% the legal debt limit.

The City of Bondurant issued several bonds during calendar year 2020 to undertake capital projects. Below is a graph that shows how Bondurant benchmarks with similarly situated communities in per capita outstanding obligations. The average per capita outstanding obligations at FY20 year-end was \$3,914, slightly higher than Bondurant. It should be noted, however, that the comparison next year will look different because of the major projects in progress.



The concept of this policy’s third part is based in the ideas of interperiod and generational equity. The Governmental Accounting Standards Board describes it as the state at which current-year taxpayers have provided the adequate resources to pay for the cost of current-year services and for their portion of the City’s assets they consume in relationship to the assets useful life. It is the equilibrium in which the City neither passes on the costs of services and assets to the taxpayers of previous periods by deferral nor subsequent periods by accumulated assets. Generational equity is the concept that users of a capital project or equipment will change over its useful life and cost of those assets should be spread out to those that will use the capital investment over time. An example of passing costs to previous taxpayers is if the City saved cash reserves from tax receipts to the general fund over time to purchase playground equipment. In that scenario, it is likely not all the taxpayers that contributed to

the cash reserves will benefit by the positive change in net position to the City's assets, as often taxpayers move out of the City's jurisdictions. Meaning those taxpayer that move away before the end of the assets useful life will have contributed to the whole cost but didn't get to use it to its maximum benefit. An example of passing costs to subsequent taxpayers using the previous example of purchasing playground equipment is to acquire the equipment the City financed the purchase through general obligation bonds with a maturity term longer than the playground equipment's useful life. In that scenario, the debt service payments would continue past the time for replacement of the equipment, resulting in taxpayers in subsequent years bearing the cost of debt service payment on equipment that no longer exist. One tool to achieve interperiod and generational equity for major capital expenditures is through strategic debt issuance. Selecting a financing option with even distributions of debt service payments and interest over the term of the bond by avoiding balloon payments and variable interest rates. While selecting a term that adequately aligns with the useful life of the capital investment.

According to the Yellow Book produced by the U.S Government Accountability Office, the concept of accountability for use of public resources and government authority is key to our city's governing processes. Management and Elected Officials entrusted with public resources are responsible for carrying out public functions and providing service to the public effectively, efficiently, economically, and ethically within the context of the statutory confines of the specific government program. The Government Finance Officers Association recommends that, "...every government should consider the feasibility of establishing a formal internal audit function to help management maintain a comprehensive framework of internal controls." Additionally, GOA declares that, "effective use of an enterprise architecture (EA) is a hallmark of successful organizations and an essential means to achieving a desired end: having operations and technology environments that maximize institutional mission performance and outcomes. Among other things, this includes realizing cost savings through consolidation and reuse of shared services and elimination of antiquated and redundant mission operations, enhancing information sharing through data standardization and system integration, and optimizing service delivery through streamlining and normalization of business processes and mission operations. Not using an EA can result in organizational operations and supporting technology infrastructures and systems that are duplicative, poorly integrated, unnecessarily costly to maintain and interface, and unable to respond quickly to shifting environmental factors."

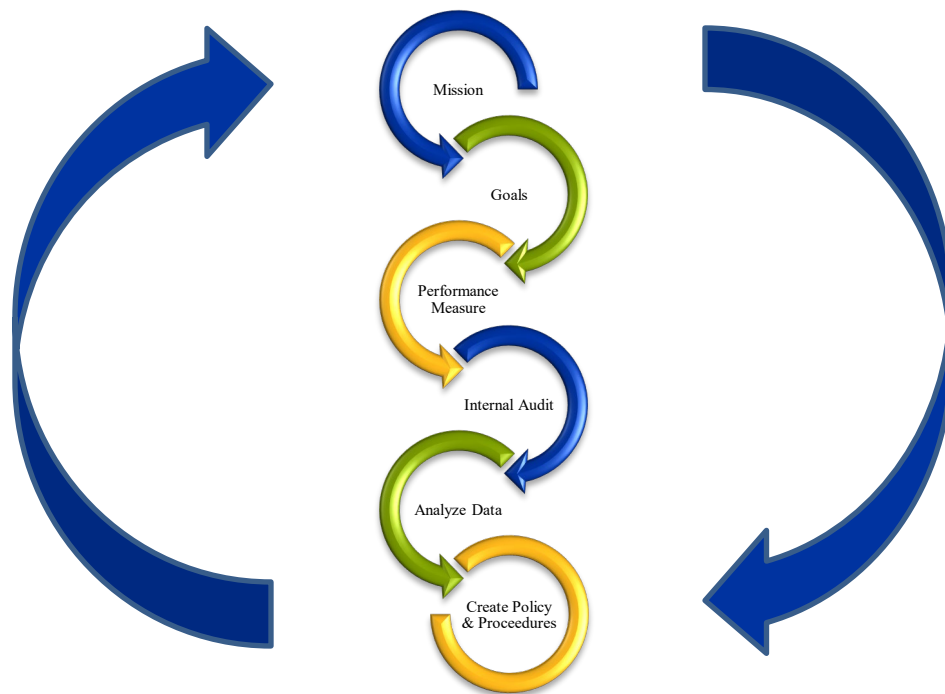
The Internal Audit Function for the City of Bondurant is the use of enterprise architecture as the framework and model for systematic evaluation, analysis, and communication of operation execution, resource allocation, and policy and procedure compliance. It is a perpetual cycle; that at regular intervals focuses on a different facet of the organization and a mechanism used during daily tasks and procedures. The Federated Model is the approach the city will use/uses to achieve the framework for the Internal Audit Function. The model looks at the City as an organization of coherent but distinct member architectures that conform to an overarching corporate or parent architecture. The City of Bondurant implements this model in the way that the central administration of government is the parent architecture and the various departments are the member architectures. This structure recognizes that each federation member (department) has unique goals, needs and services provided in addition to common roles and responsibilities with fellow members. While relatively autonomous from each other, the departments also inherit certain rules, policies, procedures, and services from the parent architecture (central administration of government). A federated architecture allows each department the autonomy needed to fulfill its mission while ensuring enterprise wide connectivity and alignment where appropriate.

The City Administrator is the director of the City. As such, the Administrator is the designee responsible for maintaining the internal audit function for the each City Department as a whole. The City Administrator will prepare and present performance reports to the Elected Officials with recommendations as necessary. The individual Director of each Department are responsible for the process in their respective departments. The Department Directors will prepare and present

performance reports to the City Administrator and Elected Officials. The internal audit function of central administration government falls under the purview of the Finance Director.

The process to perform the continuous cycle of organizational review that leads to strategic evaluation and strong internal controls through internal auditing is as follows:

1. Identify the mission statement of the City and each of the departments. Examine and review each to ensure they are aligned with the City's mission statement.
2. Identify the goals of the City and each of the departments. Examine and review each to ensure they are aligned with the City's goals.
3. Develop performance measures to evaluate if the City and departments within it are achieving the goals.
4. Audit the roles, resources, and responsibilities of each person as well as policies, processes, and procedures within the departments to evaluate if they are able to achieve the goals.
5. Analyze the data from the audit
6. Produce recommendation for improvement and efficiencies.



To achieve the process to perform the continuous cycle of organizational review that leads to strategic evaluation and strong internal controls through internal auditing following is required:

1. Investment in technology and software to create dashboards for department heads, generate automation to reduce errors, and create capacity in the workflow.
2. Cross-training members to create a more cooperative environment, allow for audit delegation, and depth in the personnel roster.

For a complete list of the City of Bondurant's Financial Policies, follow the link below.

<https://www.cityofbondurant.com/finance-department/pages/financial-policies>.

Awards and Acknowledgements

The City of Bondurant as an organization and staff have been recognized locally, at the State, and International levels by municipal associations and Chamber of Commerce. The following is a list of awards since 2018.

- 2018, Iowa League of Cities, All-Star Community Award for the art installation Porch Swings and Fireflies
- 2019, Iowa City/County Municipal Association, Program of the Year Award for the Emergency Services Ultra High Pressure Program
- 2020, International City/County Municipal Association, Program Excellence Award – Community Health and Safety Award for the Emergency Services Ultra High Pressure Program
- 2020, American Planning Association – Iowa Chapter, Economic Development Planning for the City's Regional Master Plan
- 2020, American Planning Association – Iowa Chapter, Distinguished Leadership Award for a Professional Planner to Maggie Murray
- 2020, American Water Works Association – Iowa Chapter, Operator of the Year to Pat Collison
- 2021, Bondurant Chamber of Commerce, Organization of the Year to The Bondurant Community Library

Years 2020 and 2021 have been record-breaking for the City of Bondurant, in everything from infrastructure improvements to taxable valuations. While the staff faced many challenges such as relocating during building construction on both City Hall and the Library and pivoted to working from home as needed due to the COVID-19 pandemic, as a team staff prevented disruption in services and transition successfully to a vibrant and robust online presence. Every team member adapted to and collaborated in creating and implementing the policies, procedures, and technological infrastructure that contributed to all of the milestones achieved. City Management and the Finance Department would like to especially thank the Mayor and Council for continuing to participate in meetings via Zoom and coordinator in person attendance so that the City's official business could continue to move forward. We also thank the Public Works and Emergency Services staff for finding ways to keep the City operating and safe without comprising the health and safety of the community. Additionally, we commend the Bondurant Community Library for providing hotspot to anyone who needed them so that children were able to continue their education virtually and people were able to work from home. Creating digital content to keep patrons engaged, and delivering materials as a way to maintain service, while observing social distancing guidelines was extremely effective and well received by the community. City Hall staff is appreciated for creating a new website, building an electronic record retention system, and creating the platform through technology and policy to enable the City to continue to hold meetings and offering services without inconveniencing residents. It is due to all of these efforts – by Council, staff, and community volunteers – that the foundation has been built to achieve the future promise of the City of Bondurant's potential.

Respectfully Submitted,



Administrator

, ICMA-CM, SPHR

Jené Nichelle Jess, SHRM-CP City
Finance Director

Mayor & Council



Curt Sullivan, Mayor

csullivan@cityofbondurant.com

Term Expires January 2022

Tara Cox, Council

tc Cox@cityofbondurant.com

Term Expires January 2024



Doug Elrod, Council

delrod@cityofbondurant.com

Term Expires January 2024



Wes Enos, Council

wenos@cityofbondurant.com

Term Expires January 2022



Angela McKenzie, Council

amckenzie@cityofbondurant.com

Term Expires January 2024



Bob Pepper, Council

bpepper@cityofbondurant.com

Term Expires January 2022



City Administrator

Marketa Oliver, City
Administrator
moliver@cityofbondurant.com



Department Heads

Shelby Hagan, City
Clerk

shagan@cityofbondurant.com



John Horton, Public
Works Director

jhorton@cityofbondurant.com

Jené Jess, Finance
Director

jinjess@cityofbondurant.com



Aaron Kreuder, Fire
Chief

akreuder@cityofbondurant.com

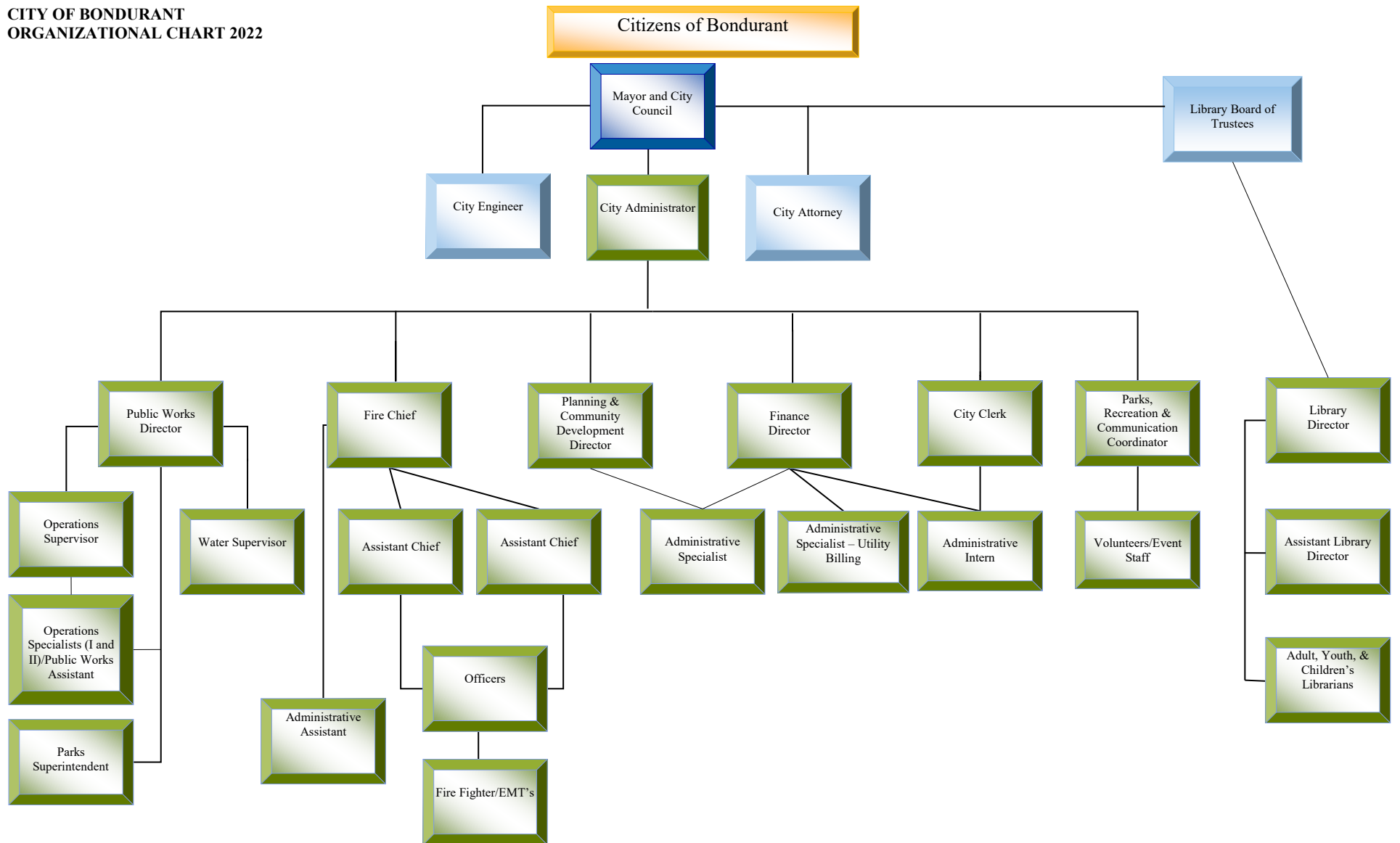
Maggie Murray,
Planning & Community
Development Director

planning@cityofbondurant.com



Jill Sanders, Library
Director

jsanders@cityofbondurant.com



Bondurant

Mission, Vision, Values, & Goals

Vision Statement

The City of Bondurant shall be a model of excellence, a safe, well-planned community with equal opportunity for all. Bondurant will continue its legacy as a friendly community embracing its natural beauty while providing a safe, peaceful, and progressive environment to live, work, and play, and where businesses thrive. A vibrant, strong, and active multi-generational population will enjoy its spirit of community, connection, and charm.

Mission Statement

In partnership with our community, the mission of the City of Bondurant is to protect and enhance the quality of life by providing a high level of dependable service with honesty and integrity in an efficient and responsive manner for all the citizens. The City will continue to address changing citizen and community needs with fiscally responsible and professional behaviors and maintain a safe, livable environment through teamwork, innovation, and regional collaboration.

Values

- We believe in honest, open, democratic government. We are dedicated to the highest ideals of honor and integrity in order to merit the respect, trust and confidence of the citizens of Bondurant.
- We believe our primary responsibility is to those who live, work, visit or otherwise come in contact with our City. We are committed to enhancing the quality of life by providing exemplary services.
- We believe that service to the public is our reason for being and strive to deliver quality services in a highly professional and cost effective manner and that prudent stewardship of public funds is essential for citizen confidence in government.
- We believe that continuous improvement is the mark of professionalism and are committed to applying this principle to the services we offer and the development of our employees.
- We believe that the employees of the City are its most important resource, and through them our mission and vision will be accomplished. We will support them with dignity, respect and fairness.
- We believe that planning, training, and teamwork will fulfill our mission and vision for the future of the City of Bondurant.
- We believe that the public is best served when departments and employees work cooperatively as a team in a positive working environment.
- We believe that the City is most effective when elected officials, volunteers, and employees are creative and innovative and embrace technological advances to enhance efficiency and decrease costs.
- We believe in honoring diversity and protecting individual rights. Open communication, respect for others, compassion, and a sense of humor are essential tools in our organization. We value the cultural and social diversity that is reflected in our community, and we welcome the changes and new perspectives that this diversity brings to us.

Goals

- Provide expedient, courteous service to new and prospective residents and businesses
- Establish cost effective administration practices
- Implement policies and projects which improve the City's image
- Expand public safety services
- Continually upgrade the City's infrastructure
- Reduce the City tax rate
- Improve recreation facilities & activities
- Support planned, organized growth
- Promote economically feasible commercial development

FINANCIAL SECTION



FALLER, KINCHELOE & CO, PLC

Certified Public Accountants

Independent Auditor's Report

To the Honorable Mayor and
Members of the City Council:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of Bondurant, Iowa, (City) as of and for the year ended June 30, 2020, and the related Notes to Financial Statements, which collectively comprise the City's basic financial statements listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1. This includes determining the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. 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 opinions on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. 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 City'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 City'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 the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective cash basis financial position of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City as of June 30, 2020, and the respective changes in cash basis financial position for the year then ended in conformity with the basis of accounting described in Note 1.

Basis of Accounting

As discussed in Note 1, these financial statements were prepared on the basis of cash receipts and disbursements, which is a basis of accounting other than U.S. generally accepted accounting principles. Our opinions are not modified with respect to this matter.

Other Matters

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. We previously audited, in accordance with the standards referred to in the third paragraph of this report, the financial statements for the four years ended June 30, 2019 (which is not presented herein) and expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. Another auditor previously audited, in accordance with the standards referred to in the third paragraph of this report, the financial statements for the five years ended June 30, 2015 (which are not presented herein) and expressed unmodified opinions on those financial statements which were prepared on the basis of cash receipts and disbursements. The supplementary information included in Schedules 1 through 4 is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the supplementary information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The other information, Management's Discussion and Analysis, the Budgetary Comparison Information, the Schedule of the City's Proportionate Share of the Net Pension Liability and the Schedule of City Contributions on pages 18 through 28 and 57 through 68 has not been subjected to the auditing procedures applied in the audit of the basic statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control over financial reporting and compliance.



FALLER, KINCHELOE & CO., PLC 03/26/2021

Management's Discussion and Analysis

Management of the City of Bondurant, Iowa (the "City"), provides this narrative overview and analysis of its financial activities for the fiscal year ended June 30, 2020. It is encouraged for readers to consider this information in conjunction with the letter of transmittal, which is located in the Introductory Section at the front of this report and the City's financial statements, which follow.

USING THIS ANNUAL REPORT

The annual report consists of a series of financial statements and other information, as follows:

- Management's Discussion and Analysis introduces the basic financial statements and provides an analytical overview of the City's financial activities.
- The Government-wide Financial Statement consists of a Cash Basis Statement of Activities and Net Position. This statement provides information about the activities of the City as a whole and presents an overall view of the City's finances.
- The Fund Financial Statements tell how governmental services were financed in the short term as well as what remains for future spending. Fund financial statements report the City's operations in more detail than the government-wide financial statement by providing information about the most significant funds.
- Other Information further explains and supports the financial statements with a comparison of the City's budget for the year.
- Supplementary Information provides detailed information about the nonmajor governmental funds and the City's indebtedness.

BASIS OF ACCOUNTING

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. Generally Accepted Accounting Principles. Therefore, when reviewing the financial information and discussion within this annual report, readers should keep in mind the limitations resulting from the use of the cash basis of accounting.

REPORTING THE CITY'S FINANCIAL ACTIVITIES

Government-wide Financial Statement

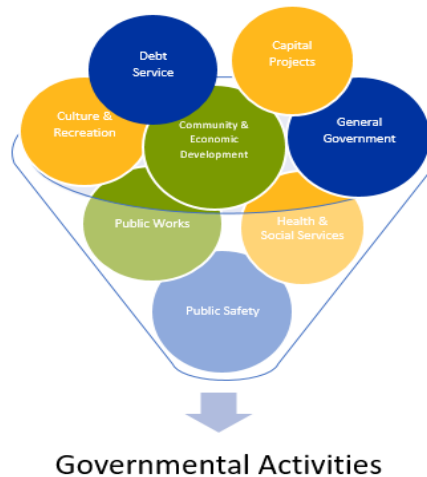
One of the most important questions asked about the City's finances is, "Is the City as a whole better off or worse off as a result of the year's activities?" The Cash Basis Statement of Activities and Net Position reports information which helps answer this question. The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to private-sector business.

The Cash Basis Statement of Activities and Net Position presents the City's net position. Over time, increases or decreases in the City's net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

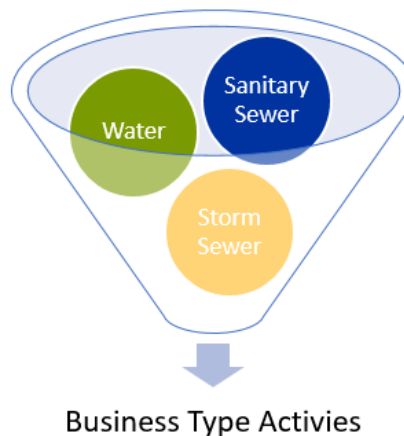
The Cash Basis Statement of Activities and Net Position is divided into two kinds of activities:

- 1) Governmental Activities include public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service and capital projects. Property tax and grants both State and Federal finance most of these activities. Governmental funds account for most of the City's basic services. These focus on how money

flows into and out of those funds and the balances at year-end that are available for spending. The governmental fund financial statements provide a detailed, short-term view of the City's general government operations and the basic services it provides. Governmental fund information helps determine whether there are more or fewer financial resources that can be spent in the near future to finance the City's programs.



- 2) Business Type Activities include the waterworks, the sanitary sewer system and the storm water system. These activities are financed primarily by user charges. Business Type Activities are accounted for in the City's Enterprise Funds. The City maintains three Enterprise Funds to provide separate information for the Water, Sewer and Storm Water Funds, considered to be major funds of the City.



Fund financial statements.

A fund is defined as a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Bondurant, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related

legal requirements. All of the City's funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds, which are described in further detail as follows:

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, government fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements, and is typically the basis used in developing the next annual budget.

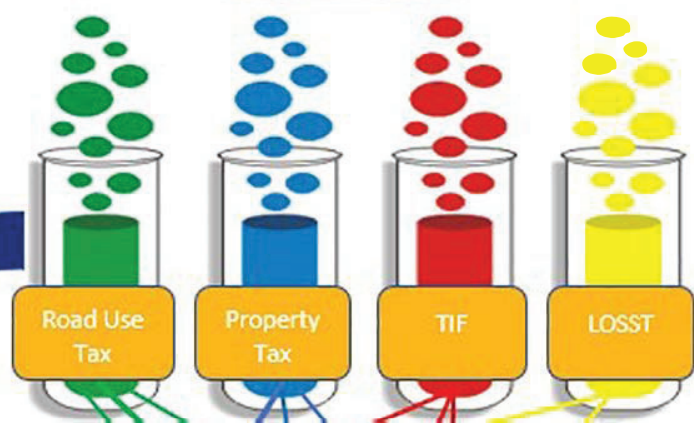
Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near term financing decisions. Both the governmental fund balance sheet and governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison.

The City maintains several individual governmental funds, when capital project funds aggregate. Information is presented separately in the Balance Sheet - Governmental Funds and in the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds for the General Fund, Road Use, Tax Increment Financing Fund, Debt Service Fund, and Capital Projects Fund, all of which are considered to be major funds. Data from the other governmental funds combine into a single, aggregated presentation under the column heading Non-major Governmental Funds. Individual fund data for each of these Non-major governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for the activity of all funds. Formal and legal budgetary control as required by state statute is based upon nine major classes of expenditures known as functions, not by fund or fund type.

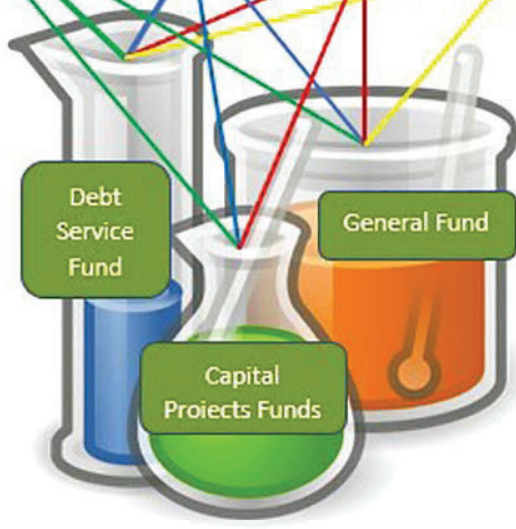
Enterprise funds consist of two different types of funds, enterprise and internal service. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The City has three individual enterprise funds. The city has an internal service funds to account for the staff's FSA plan. That fund is not characteristic of the internal service funds discussed in this section, as it is accounted for with the governmental funds.

Enterprise funds provide the same type of information as the government-wide financial statements, only in more detail. The enterprise fund financial statements provide separate information for the major water, storm water, and the sanitary sewer (solid waste) operations funds. Conversely, all internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements.



Special Revenue Funds

Proceeds from a specific source and are required by law or regulation to be accounted for separately and used for a specific purpose. Examples include Tax Increment Finance, Road Use Tax, and the property taxes dedicated to employee benefits. The City has 5 of these funds.



General Fund

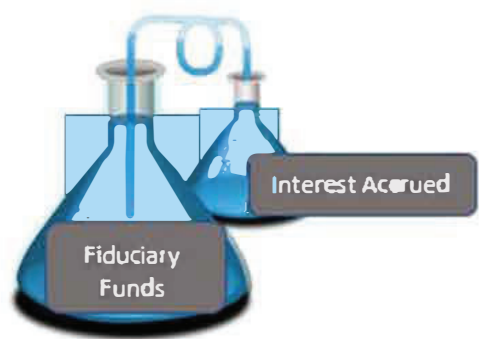
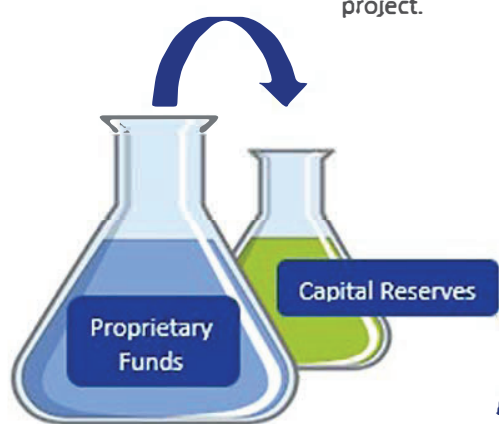
Contains the proceeds from a variety of sources, property taxes, service fees, permits, grants, proceeds from debt issuances, and transfers from other funds. The General Fund supports operations most identified with the City: public safety, public works, parks and recreation.

Debt Service Fund

Dedicated for principal and interest payments on the City's long-term debt.

Capital Projects Funds

Used by the City to account for the resources used in the acquisition and construction of large capital projects. The City has 1 fund for each capital project.



Fiduciary Funds

Used to account for resources that are legally restricted so that only the interest earnings may support specific operations. The City has 1 fund of this kind, it is for the Cemetery.

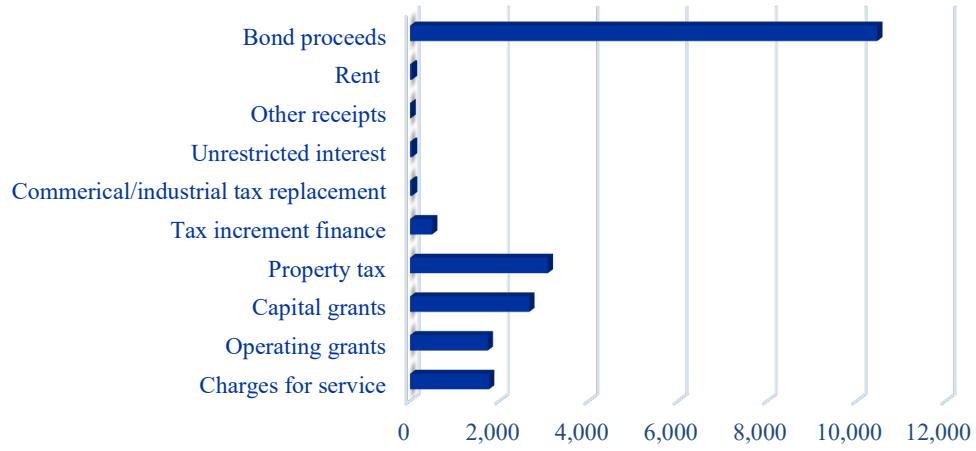
Proprietary Funds

Operate in a manner similar to a business, used for the City's utility funds. Due to the expense associated with infrastructure investments, enterprise funds often have large amounts of cash that are being held in reserve for future improvements. The City has 3 of these funds.

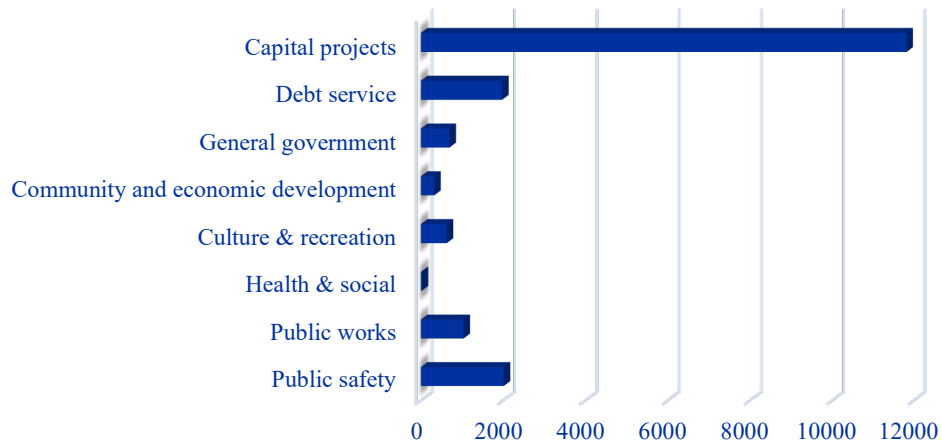
Condensed Comparative Financial Data

Changes in Cash Basis Net Position of Governmental Activities (Expressed in Thousands)		
	Year ended June 30,	
	2020	2019
Receipts:		
Program receipts:		
Charges for service	\$ 1,768	756
Operating grants, contributions and restricted interest	1,739	948
Capital grants, contributions and restricted interest	2,668	20
General receipts:		
Property tax	3,084	2,764
Tax increment financing	578	484
Other City Taxes	304	25
Commercial/industrial tax replacement	45	92
Unrestricted interest on investments	44	49
Rent	42	22
Bond, note and loan proceeds	10,097	0
Premium on other financing sources	366	0
Other general receipts	10	16
Total receipts	20,745	5,176
Disbursements:		
Public safety	2,012	1,830
Public works	1,034	1,133
Health and social services	16	13
Culture and recreation	626	565
Community and economic development	323	387
General government	693	684
Debt service	1,973	1,189
Capital projects	11,818	616
Total disbursements	18,495	6,417
Change in cash basis net position before transfers	2,250	(1,241)
Transfers, net	293	185
Change in cash basis net position	2,543	(1,056)
Cash basis net position beginning of year	2,885	3,941
Cash basis net position end of year	\$ 5,428	2,885

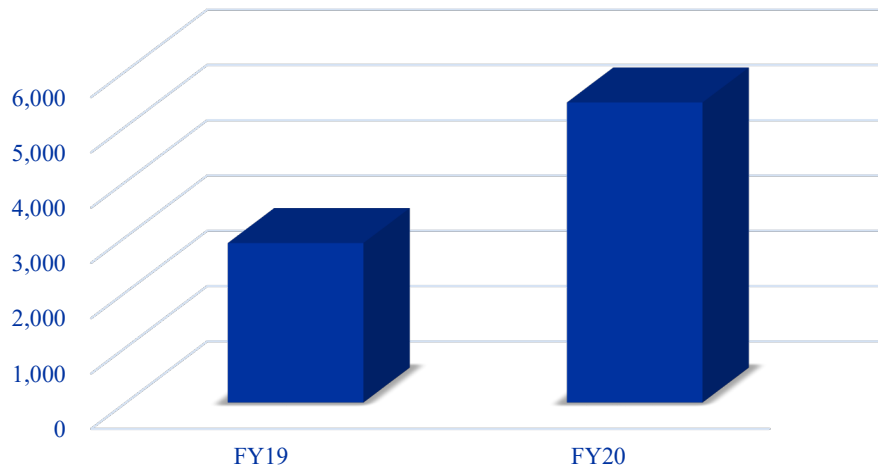
Receipts by Source



Disbursement by Function

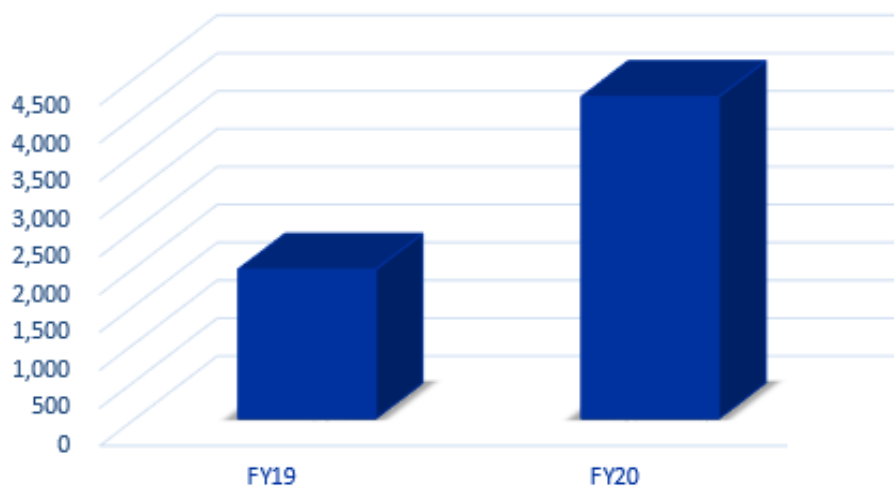


Net Position Comparison



Changes in Cash Basis Net Position of Business Type Activities			
		Year ended June 30,	
		2020	2019
Receipts:			
Program receipts:			
Charges for service			
Water	\$	1,286	1,036
Sewer		1,368	1,266
Storm water		242	164
Operating grants, contributions and restricted interest		152	251
General receipts:			
Bond, note and loan proceeds		2,665	
Unrestricted interest on investments		12	32
Total receipts		5,725	2,749
Disbursements:			
Water		1,190	1,384
Sewer		1,768	1,654
Storm water		191	189
Total disbursements		3,149	3,227
Change in cash basis net position before transfers		2,576	(478)
Transfers, net		(295)	(185)
Change in cash basis net position		2,281	(663)
Cash basis net position beginning of year		1,969	2,632
Cash basis net position end of year	\$	4,250	1,969

Net Position Comparison



Analysis of Net Position and Result of Operation

Governmental Activities

Net Position is the difference between all of the City's inflow of resources and outflow of resources, plus the ending net position of the previous year. It permits users to assess whether the City's financial situation is improving or deteriorating for its governmental and business-type activities.

As of June 30, 2020, receipts of the City's governmental activities were \$20,744,994, an increase of 300.792%, or approximately \$15,567,000 from fiscal year 2019. The city engaged in a large economic development project starting in Summer of FY20 that will continue into FY22. A piece of that project had a major impact to the City's receipts of intergovernmental funds. The City secured grant funding through the Revitalize Iowa's Sound Economy (RISE) Program as a reimbursable grant for the project. Grant accounts for 21.24% of the receipts for FY20. The remaining increase is attributable to the electing to participate Local Option Sales and Service Taxes (LOSST), bond proceeds and growth in all areas of revenue, as the population and commercial/industrial continues to flourish.

In 2017, balancing the ratio between commercial/industrial (CI) valuation and residential valuation became a long-term priority of City Management. In doing so, it makes revenues less susceptible to market fluctuation and lessens the tax obligation for citizens. To address the issue as an operational function City Management developed the Bondurant Economic Launch Program. When the City's Economic Launch Program began, single-family residential valuation comprised 88.51% of the City's value and CI represented only 10.17%. Since the implementation of the program, the City has secured additional economic development projects. Those project further balance the ratio of single-family residential and CI, with the value coming on line January 1, 2021. The composition of valuation between, with single-family residential of 67.4% and CI 31.81% in the post Economic Launch Program implementation timeframe indicate a stable and reliable revenue flow.

Following is information on Commercial building permits in the region for calendar years 2019 and 2020.

Commercial Permits				
City	2020	Value	2019	Value
Altoona	99	\$19,707,242	84	\$219,561,749
Ankeny	124	\$116,557,691	134	\$152,428,309
Bondurant	8	\$34,653,021	12	\$306,397,935
Clive	11	\$28,378,595	18	\$39,164,575
Des Moines	443	\$277,353,322	621	\$338,724,992
Grimes	51	\$78,418,524	40	\$40,420,049
Indianola	7	\$2,998,950	7	\$13,349,690
Johnston	4	\$14,259,000	5	\$6,811,920
Norwalk	4	\$611,790	15	\$18,303,869
Pleasant Hill	6	\$7,376,177	10	\$14,322,926
Urbandale	121	\$46,663,842	86	\$42,539,123
Waukee	19	\$29,347,062	23	\$64,891,028
West Des Moines	171	\$506,801,708	208	\$329,587,063

Source: The Business Record

Upon review of the above graph with only 20 commercial building permits, Bondurant grew in value \$341,050,956 between 2019 and 2020. The large commercial building permits also have an impact on receipts to the City, as charges for them relate to project size.

Disbursements of the City's governmental activities were \$18,494,794, an increase of 188.219% or approximately \$12,078,000 from fiscal year 2019. The majority of the increase is attributable to

executing projects in the City's Comprehensive Capital Plan, engage in economic transformation through infrastructure development agreements, and fulfill the requirements of grants received. Operating cost stain total of the governmental activities stayed constant, increases to one department negating with decreases in another department. Fiscal Year 2020 had capital improvements, including the economic infrastructure development investments of \$11,818,003, an increase of \$11,202,335. Disbursements for public works decreased by \$98,328. Two factors contributed to the drop in public works spending; Polk County did road maintenance previously budgeted by the City and so many road improvements capital project underway decreasing the demand for budgeted annual maintenance. Public Safety showed the biggest increase of all the departments of the City. Increase is attributable to the purchase of a tower fire truck funded by bond proceeds. Debt service payments of interest for the newly issued bonds make up the remained in expenditure increase.

The City's total cash basis net position increased 88.1456% or approximately \$2,543,000 from fiscal year 2019 to fiscal year 2020. Of the \$5,429,134, \$2,266,913 is unrestricted.

Business-type Activities

Total business-type activities receipts for the fiscal year were approximately \$5,725,000 compared to \$2,749,000 last year. This increase is due to growth in consumption associated with city expansion and connection fees for large-scale commercial/industrial projects. Total disbursements for the fiscal year decreased by approximately 2.417% by a total of \$78,000. The decrease in the Enterprise Funds expenditures are alike the reasoning for the decrease in the Public Works Department of the Governmental Activities. With several large-scale infrastructure projects underway, the demand for utility structure maintenance decreased. While operationally the cost are consistent, the cost of sales a projected to rise significantly of the next few years. This is due wholesale rate increases by Des Moines Water Works and debt allocation from the joint venture with Water Reclamation Authority. Revenues projections remain sufficient to meet costs. The City staff underwent a recanvassing of the commercial/industrial impervious surfaces at the in FY21. The results of the changes will contribute the Stormwater Fund an approximate \$29,000 increase in revenues annually.

Budgetary Highlights

The City adopts an annual appropriated budget for its funds. The City adopted two budget amendments. Differences between the original budget and the final amended budget for the funds summarizes as follows:

- The total original revenue budget of \$8,849,246 increased to \$14,809,481, an increase of \$5,960,235. Amended revenues included increases in other city taxes (LOSST adoption elected after the original budget was adopted), building permits, and intergovernmental.
- The total original expenditure budget of \$15,975,829 increased to \$25,233,283, an increase of \$9,257,454. Amended expenditures included increases for additional medical supplies, technology infrastructure related to COVID-19, debris removal and overtime cost in conjunction with the Derecho, and the development agreement for the economic development project.

Differences between the final amended budget and the actual results for the funds summarizes as follows:

- The actual revenue results of \$13,309,588 were less than the final amended budget by \$1,499,893. The most significant variances being time lag a in reimbursement grant, COVID-19 related delinquent property taxes, and drops in Road Use tax and LOSST.
- The actual expenditure results of \$21,642,154 were less than the final amended budget by \$3,591,129. The most significant variances were due to timing of capital project disbursements, the

differed maintenance of streets and utilities structures, and the recreation programming cancelled due to the COVID-19 global pandemic.

DEBT ADMINISTRATION

At June 30, 2020, the City had \$19,083,463.78 in bonds and other long-term debt compared to \$8,637,463 last year.

Outstanding Debt at Year-End (Expressed in Thousands)		
	June 30,	
	2020	2019
General obligation bonds and notes	\$15,245	7,220
Water capacity purchase	212	312
Water service agreement	359	461
Urban service area agreement	644	644
Revenue bonds	2,665	
	<u>\$16,460</u>	<u>8,637</u>

Debt increased because of the issuance of three bonds series 2020A GO CORP PURP BD, 2020B GO CORP PURP BD TIF, and 2020C SEWER REVENUE BONDS. The revenue bond does not count towards to City's legal debt limit.

The City's general obligation bond rating carries an A1 rating by Moody's Investor Services. The Constitution of the State of Iowa limits the amount of general obligation debt that cities can issue to 5 percent of the assessed value of all taxable property with the City's corporate limits. The City's outstanding general obligation debt of \$15,245,000, including TIF debt of \$8,700,000, is below the City's Constitutional debt limit of \$20,498,744.

More detailed information about the City's long-term liabilities is presented in Schedule 3 on page 40 to the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The housing market showed an increase in building permits with in new single-family home permits issued from 77 to 80 due to expanded lot inventory. Currently the lot inventory is approximately 969 available lots. The economy in the area has been steady with a slight increase in our unemployment rate in the past year. Unemployment in Polk County now stands at 3% versus 2.5% a year ago.

Click the link to see the detailed economic dashboard.

<http://www.civicdashboards.com/city/bondurant-ia-16000US1907390/>

These indicators were taken into account when adopting the budget for fiscal year 2021. Based on the tax rate of \$11.78549 from \$13.73549 per \$1,000 of taxable valuation in fiscal year 2020, the City expects to generate \$3,039,004 in property tax revenue for FY21. The Budget for FY22 anticipates a rate of \$11.73282 generating \$3,603,536 in property tax revenue.

The continued decrease in the levy rate is attributable to improvement towards a balanced and reliable ratio of single-family residential and commercial/industrial properties, growth in population and properties, and the commitment of City management and staff to containing operating cost.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers and creditors with a general overview of the City's finances and to show the City's accountability for the money it receives. If you have questions about this report or need additional financial information, contact Marketa Oliver, City Administrator or Jené Jess, Finance Director by e-mail jjess@cityofbondurant.com or at 200 Second Street, Northeast, P.O. Box 37, Bondurant, Iowa, 50035, 515-967-2418.

BASIC FINANCIAL STATEMENTS

City of Bondurant

Exhibit A

Cash Basis Statement of Activities and Net Position

As of and for the year ended June 30, 2020

	Program Receipts				Net (Disbursements) Receipts and Changes in Cash Basis Net Position		
	Disbursements	Charges for Service	Operating Grants, Contributions and Restricted Interest	Capital Grants, Contributions and Restricted Interest	Governmental Activities	Business Type Activities	Total
Functions / Programs:							
Governmental activities:							
Public safety	\$ 2,011,969	932,318	270,509	-	(809,142)	-	(809,142)
Public works	1,034,299	356,514	723,667	-	45,882	-	45,882
Health and social services	15,950	-	-	-	(15,950)	-	(15,950)
Culture and recreation	626,073	37,354	91,792	-	(496,927)	-	(496,927)
Community and economic developm	322,634	-	59,531	-	(263,103)	-	(263,103)
General government	693,018	25,906	27,478	-	(639,634)	-	(639,634)
Debt service	1,972,848	-	-	1,372	(1,971,476)	-	(1,971,476)
Capital projects	11,818,003	415,977	565,933	2,666,419	(8,169,674)	-	(8,169,674)
Total governmental activities	18,494,794	1,768,069	1,738,910	2,667,791	(12,320,024)	-	(12,320,024)
Business type activities:							
Water	1,190,385	1,285,786	141,596	-	-	236,997	236,997
Sewer	1,768,168	1,367,658	197	-	-	(400,313)	(400,313)
Storm water	190,551	242,384	10,223	-	-	62,056	62,056
Total business type activities	3,149,104	2,895,828	152,016	-	-	(101,260)	(101,260)
Total	\$ 21,643,898	4,663,897	1,890,926	2,667,791	(12,320,024)	(101,260)	(12,421,284)
General Receipts and Transfers:							
Property tax and other city tax levied for:							
General purposes					2,386,209	-	2,386,209
Debt service					698,068	-	698,068
Tax increment financing					578,145	-	578,145
Other city tax					23,851	-	23,851
Hotel motel tax					1,020	-	1,020
Local option sales tax					279,184	-	279,184
Commercial/industrial tax replacement					44,950	-	44,950
Unrestricted interest on investments					43,780	12,588	56,368
Bond proceeds, net of \$682,882 premium					10,462,882	-	10,462,882
Proceeds of revenue bond					-	2,665,000	2,665,000
Rent					42,135	-	42,135
Sale of capital assets					10,000	-	10,000
Transfers					293,129	(295,422)	(2,293)
Total general receipts and transfers					14,863,353	2,382,166	17,245,519
Change in cash basis net position					2,543,329	2,280,906	4,824,235
Cash basis net position beginning of year					2,885,805	1,968,775	4,854,580
Cash basis net position end of year					\$ 5,429,134	4,249,681	9,678,815
Cash Basis Net Position							
Restricted:							
Nonexpendable:							
Cemetery perpetual care					\$ 23,357	-	23,357
Expendable:							
Streets					487,750	-	487,750
Capital projects					1,655,260	2,665,000	4,320,260
Debt service					485,235	-	485,235
Other purposes					510,619	327,109	837,728
Unrestricted					2,266,913	1,257,572	3,524,485
Total cash basis net position					\$ 5,429,134	4,249,681	9,678,815

City of Bondurant

Exhibit B

Statement of Cash Receipts, Disbursements
and Changes in Cash Balances
Governmental Funds

As of and for the year ended June 30, 2020

	General	Special Revenue Road Use Tax	Debt Service	Capital Projects	Nonmajor	Total
Receipts:						
Property tax	\$ 1,881,525	-	698,068	-	504,685	3,084,278
Tax increment financing	-	-	-	-	578,145	578,145
Other city tax	294,848	-	5,158	-	4,049	304,055
Licenses and permits	823,638	-	-	-	-	823,638
Use of money and property	54,695	1,366	1,372	26,843	561	84,837
Intergovernmental	331,128	707,732	5,460	2,502,653	12,130	3,559,103
Charges for service	474,215	-	-	408,958	-	883,173
Special assessments	-	-	-	7,019	-	7,019
Miscellaneous	183,159	-	-	731,700	33,005	947,864
Total receipts	4,043,208	709,098	710,058	3,677,173	1,132,575	10,272,112
Disbursements:						
Operating:						
Public safety	1,865,795	-	-	-	146,174	2,011,969
Public works	412,470	573,503	-	-	48,326	1,034,299
Health and social services	15,950	-	-	-	-	15,950
Culture and recreation	524,830	-	-	-	101,243	626,073
Community and economic developme	265,430	-	-	-	57,204	322,634
General government	529,256	-	-	-	163,703	692,959
Debt service	-	-	1,972,848	-	-	1,972,848
Capital projects	-	-	-	11,818,003	-	11,818,003
Total disbursements	3,613,731	573,503	1,972,848	11,818,003	516,650	18,494,735
Excess (deficiency) of receipts over (under) disbursements	429,477	135,595	(1,262,790)	(8,140,830)	615,925	(8,222,623)
Other financing sources (uses):						
Bond proceeds, net of \$682,882 prem	2,348,684	-	323,360	7,790,838	-	10,462,882
Sale of capital assets	10,000	-	-	-	-	10,000
Transfers in	641,234	-	1,394,998	1,545,758	19,000	3,600,990
Transfers out	(1,798,853)	(89,833)	-	(851,015)	(568,160)	(3,307,861)
Total other financing sources (uses)	1,201,065	(89,833)	1,718,358	8,485,581	(549,160)	10,766,011
Change in cash balances	1,630,542	45,762	455,568	344,751	66,765	2,543,388
Cash balances beginning of year	910,563	441,988	29,667	1,310,509	193,019	2,885,746
Cash balances end of year	\$ 2,541,105	487,750	485,235	1,655,260	259,784	5,429,134
Cash Basis Fund Balances						
Nonspendable - Cemetery perpetual ca \$	-	-	-	-	23,357	23,357
Restricted for:						
Streets	-	487,750	-	-	-	487,750
Capital projects	-	-	-	1,655,260	-	1,655,260
Debt service	-	-	485,235	-	-	485,235
Other purposes	249,249	-	-	-	261,370	510,619
Assigned for garbage fund	71,373	-	-	-	-	71,373
Unassigned	2,220,483	-	-	-	(24,943)	2,195,540
Total cash basis fund balances	\$ 2,541,105	487,750	485,235	1,655,260	259,784	5,429,134

See notes to financial statements.

City of Bondurant
Reconciliation of the Statement of Cash
Receipts, Disbursements and Changes in Cash Balances
to the Cash Basis Statement of Activities and Net Position -
Governmental Funds

Exhibit C

As of and for the year ended June 30, 2020

Change in cash balances (page 16)	\$ 2,543,388
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***Amounts reported for governmental activities
in the Cash Basis Statement
of Activities and Net Position are
different because:***

The Internal Service Funds are used by management to charge the costs of the flexible spending benefit plan. The change in cash balance of the Internal Service Fund is reported with governmental activities in the Cash Basis Statement of Activities and Net Position.

(59)

Change in cash basis net position of governmental activities (page 15)	\$ 2,543,329
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See notes to financial statements.

Left blank for statement of cash receipts, disbursements and changes in cash balances

PROPIETARY FUNDS FINACIAL STATEMENT

City of Bondurant

Exhibit D

Statement of Cash Receipts, Disbursements
and Changes in Cash Balances
Proprietary Funds

As of and for the year ended June 30, 2020

	Enterprise				Internal Service
	Nonmajor - Storm			Total	Flex Spending
	Water	Sewer	Water		
Operating receipts:					
Charges for service	\$ 1,285,786	1,367,658	242,384	2,895,828	34,144
Miscellaneous	141,596	197	10,223	152,016	-
Total operating receipts	1,427,382	1,367,855	252,607	3,047,844	34,144
Operating disbursements:					
Governmental activities:					
General government	-	-	-	-	36,500
Business type activities	940,107	1,250,717	116,037	2,306,861	-
Total operating disbursements	940,107	1,250,717	116,037	2,306,861	36,500
Excess (deficiency) of operating receipts over (under) operating disbursements	487,275	117,138	136,570	740,983	(2,356)
Non-operating receipts (disbursements):					
Interest on investments	2,269	10,293	26	12,588	4
Debt service	(183,548)	-	-	(183,548)	-
Capital projects	(66,730)	(517,451)	(74,514)	(658,695)	-
Net non-operating receipts (disbursements)	(248,009)	(507,158)	(74,488)	(829,655)	4
Excess (deficiency) of receipts over (under) disbursements	239,266	(390,020)	62,082	(88,672)	(2,352)
Other financing sources (uses):					
Proceeds of revenue bond	-	2,665,000	-	2,665,000	-
Transfers in	-	215,000	-	215,000	2,293
Transfers out	(199,922)	(299,500)	(11,000)	(510,422)	-
Total other financing sources (uses)	(199,922)	2,580,500	(11,000)	2,369,578	2,293
Change in cash balances	39,344	2,190,480	51,082	2,280,906	(59)
Cash balances beginning of year	779,651	1,164,879	24,245	1,968,775	59
Cash balances end of year	\$ 818,995	3,355,359	75,327	4,249,681	-
Cash Basis Fund Balances					
Restricted for capital projects	\$ -	2,665,000	-	2,665,000	-
Restricted for deposits	327,109	-	-	327,109	-
Unrestricted	491,886	690,359	75,327	1,257,572	-
Total cash basis fund balances	\$ 818,995	3,355,359	75,327	4,249,681	-

NOTES TO THE FINACIAL STATEMENT

City of Bondurant

Notes to Financial Statements

June 30, 2020

(1) **Summary of Significant Accounting Policies**

The City of Bondurant (City) is a political subdivision of the State of Iowa located in Polk County. It was first incorporated in 1897 and operates under the Home Rule provisions of the Constitution of Iowa. The City operates under the Mayor-Council form of government with the Mayor and Council Members elected on a non-partisan basis. The City provides numerous services to citizens including public safety, public works, health and social services, culture and recreation, community and economic development, and general governmental services. The City also provides water, sewer and storm water utilities for its citizens.

A. Reporting Entity

For reporting purposes, the City has included all funds, organizations, agencies, boards, commissions and authorities. The City has also considered all potential component units for which it is financially accountable, and other organizations for which the nature and significance of their relationship with the City are such that exclusion would cause the City's financial statements to be misleading or incomplete. The Governmental Accounting Standards Board has set forth criteria to be considered in determining financial accountability. These criteria include appointing a voting majority of an organization's governing body, and (1) the ability of the City to impose its will on that organization or (2) the potential for the organization to provide specific benefits to, or impose specific financial burdens on the City.

These financial statements include the City of Bondurant (the primary government) and its component unit. The component unit discussed below is included in the City's reporting entity because of the significance of its operational or financial relationship with the City.

Blended Component Unit

The Bondurant Community Library Foundation (Foundation) is an entity, which is legally separate from the City, but is so intertwined with the City it is, in substance, the same as the City. The Foundation was organized under Chapter 504 of the Code of Iowa as a non-profit corporation in accordance with Section 501(c)3 of the Internal Revenue Code. The purpose of the Foundation is to support, improve and enhance the Bondurant Community Library. The financial transactions of this component unit have been blended into the Special Revenue Funds.

Jointly Governed Organizations

The City participates in several jointly governed organizations that provide goods or services to the citizenry of the City but do not meet the criteria of a joint venture since there is no ongoing financial interest or responsibility by the participating governments. City officials are members of the following boards and commissions: Metro Waste Authority, Polk County Assessor's Conference Board, Polk County Emergency Management Commission and Polk County Joint E911 Service Board.

Joint Venture

The City also participates in the Des Moines Metropolitan Wastewater Reclamation Authority (WRA). The WRA, a joint venture, was developed as a result of an agreement between the City of Des Moines and surrounding municipalities. See Note 7.

B. Basis of Presentation

Government-wide Financial Statement - The Cash Basis Statement of Activities and Net Position reports information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from this statement. Governmental activities, which are supported by tax and intergovernmental revenues, are reported separately from business type activities, which rely to a significant extent on fees and charges for service.

The Cash Basis Statement of Activities and Net Position presents the City's nonfiduciary net position. Net position is reported in the following categories/components:

Nonexpendable restricted net position is subject to externally imposed stipulations which require the cash balance to be maintained permanently by the City, including the City's Permanent Fund.

Expendable restricted net position results when constraints placed on the use of cash balances are either externally imposed or imposed by law through constitutional provisions or enabling legislation.

Unrestricted net position consists of cash balances not meeting the definition of the preceding categories. Unrestricted net position is often subject to constraints imposed by management which can be removed or modified.

The Cash Basis Statement of Activities and Net Position demonstrates the degree to which the direct disbursements of a given function are offset by program receipts. Direct disbursements are those clearly identifiable with a specific function. Program receipts include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants, contributions and interest on investments restricted to meeting the operational or capital requirements of a particular function. Property tax and other items not properly included among program receipts are reported instead as general receipts.

Fund Financial Statements - Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental funds and proprietary funds are aggregated and reported as nonmajor governmental funds.

The City reports the following major governmental funds:

The General Fund is the general operating fund of the City. All general tax receipts from general levies and other receipts not allocated by law or contractual agreement to some other fund are accounted for in this fund. From the fund are paid the general operating disbursements, the fixed charges and the capital improvement costs that are not paid from other funds.

The Special Revenue, Road Use Tax Fund is used to account for the road use tax allocation from the State of Iowa to be used for road construction and maintenance.

The Debt Service Fund is utilized to account for property tax and other receipts to be used for the payment of interest and principal on the City's general long-term debt.

The Capital Projects Fund is used to account for all resources used in the acquisition and construction of capital facilities with the exception of those that are financed through Enterprise Funds.

The City reports the following major proprietary funds:

The Enterprise, Water Fund accounts for the operation and maintenance of the City's water system.

The Enterprise, Sewer Fund accounts for the operation and maintenance of the City's waste water treatment and sanitary sewer system.

Additionally, the City reports a nonmajor proprietary fund. The Internal Service, Flex Spending Fund is utilized to account for employee flexible benefits.

C. Measurement Focus and Basis of Accounting

The City maintains its financial records on the basis of cash receipts and disbursements and the financial statements of the City are prepared on that basis. The cash basis of accounting does not give effect to accounts receivable, accounts payable and accrued items. Accordingly, the financial statements do not present financial position and results of operations of the funds in accordance with U.S. generally accepted accounting principles.

Under the terms of grant agreements, the City funds certain programs by a combination of specific cost-reimbursement grants, categorical block grants and general receipts. Thus, when program disbursements are paid, there is both restricted and unrestricted cash basis net position available to finance the program. It is the City's policy to first apply cost-reimbursement grant resources to such programs followed by categorical block grants and then by general receipts.

When a disbursement in governmental funds can be paid using either restricted or unrestricted resources, the City's policy is generally to first apply the disbursement toward restricted fund balance and then to less-restrictive classifications – committed, assigned and then unassigned fund balances.

Proprietary funds distinguish operating receipts and disbursements from non-operating items. Operating receipts and disbursements generally result from providing services and producing and delivering goods in connection with proprietary fund's principal ongoing operations. All receipts and disbursements not meeting this definition are reported as non-operating receipts and disbursements.

D. Property Taxes and Governmental Cash Basis Fund Balances

The following accounting policies are followed in preparing the financial statements:

Property tax revenues recognized in these funds become due and collectible in September and March of the current fiscal year with a 1½ % per month penalty for

delinquent payments; is based on January 1, 2018 assessed property valuations; is for the tax accrual period July 1, 2019 through June 30, 2020 and reflects tax asking contained in the budget certified to the City Council in March 2019.

In the governmental fund financial statements, cash basis fund balances are classified as follows:

Nonspendable – Amounts which cannot be spent because they are legally or contractually required to be maintained intact.

Restricted – Amounts restricted to specific purposes when constraints placed on the use of the resources are either externally imposed by creditors, grantors, or state or federal laws or imposed by law through constitutional provisions or enabling legislation.

Assigned – Amounts the City Council intends to use for specific purposes.

Unassigned – All amounts not included in the preceding classifications.

E. Budgets and Budgetary Accounting

The budgetary comparison and related disclosures are reported as Other Information.

(2) **Cash and Pooled Investments**

The City's deposits in banks at June 30, 2020 were entirely covered by federal depository insurance or by the State Sinking Fund in accordance with Chapter 12C of the Code of Iowa. This chapter provides for additional assessments against the depositories to ensure there will be no loss of public funds.

The City is authorized by statute to invest public funds in the obligations of the United States government, its agencies and instrumentalities; certificates of deposit or other evidences of deposit at federally insured depository institutions approved by the City Council; prime eligible bankers acceptances; certain high rated commercial paper; perfected repurchase agreements; certain registered open-end management investment companies; certain joint investment trusts; and warrants or improvement certificates of a drainage district.

The City had investments in the Iowa Public Agency Investment Trust which are valued at an amortized cost of \$4,156,164. There were no limitations or restrictions on withdrawals for the IPAIT investments. The City's investment in the Iowa Public Agency Investment Trust is unrated.

(3) **Long-term Liabilities**

The following is a summary of changes in long-term liabilities for the year ended June 30, 2020.

	Balance Beginning of Year	Additions	Reductions	Balance End of Year	Due Within One Year
Governmental activities:					
General Obligation Bonds	\$7,220,000	9,180,000	1,155,000	15,245,000	960,000
Direct Placements:					
General Obligation Anticipation Project Note	-	600,000	600,000	-	-
Governmental activities total	<u>\$7,220,000</u>	<u>9,780,000</u>	<u>1,755,000</u>	<u>15,245,000</u>	<u>960,000</u>
Business type activities:					
Direct Borrowings:					
Sewer Revenue Bond	\$ -	2,665,000	-	2,665,000	145,000
Water Supply Rights	311,700	-	99,800	211,900	51,400
Water Service Agreement	431,506	-	72,195	359,311	63,796
Urban Service Area Agreement	644,457	-	-	644,457	162,742
Business-type activities total	<u>\$1,387,663</u>	<u>2,665,000</u>	<u>171,995</u>	<u>3,880,668</u>	<u>422,938</u>

General Obligation Bonds

A summary of the City's June 30, 2020 general obligation bonds payable is as follows:

Year Ending June 30,	Corporate Purpose Series 2011			Corporate Purpose Series 2013A		
	Issued July 6, 2011			Issued June 12, 2013		
	Interest Rates	Principal	Interest	Interest Rates	Principal	Interest
2021	2.60%	\$ 115,000	24,043	1.25%	\$ 245,000	13,760
2022	2.80%	120,000	21,053	1.45%	145,000	10,697
2023	3.00%	125,000	17,693	1.70%	150,000	8,595
2024	3.20%	135,000	13,943	1.90%	155,000	6,045
2025	3.30%	140,000	9,623	2.00%	155,000	3,100
2026-2030	3.45%	145,000	5,003	-	-	-
2031-2034	-	-	-	-	-	-
		<u>\$ 780,000</u>	<u>91,358</u>		<u>\$ 850,000</u>	<u>42,197</u>

Year Ending June 30,	Refunding Series 2013B			Water Series 2014A		
	Issued June 12, 2013			Issued March 5, 2014		
	Interest Rates	Principal	Interest	Interest Rates	Principal	Interest
2021	1.25%	\$ 255,000	6,957	2.20%	\$ 55,000	23,635
2022	1.45%	260,000	3,770	2.20%	55,000	22,425
2023		-	-	2.50%	60,000	21,215
2024		-	-	2.50%	60,000	19,715
2025		-	-	2.70%	115,000	18,215
2026-2030		-	-	2.85-3.40%	485,000	39,140
2031-2034		-	-		-	-
		<u>\$ 515,000</u>	<u>10,727</u>		<u>\$ 830,000</u>	<u>144,345</u>
Year Ending June 30,	Urban Renewal Bonds Series 2017			Corporate Purpose Series 20198		
	Issued May 31, 2017			Issued June 28, 2018		
	Interest Rates	Principal	Interest	Interest Rates	Principal	Interest
2021	1.55%	\$ 100,000	15,630	4.00%	\$ 190,000	83,590
2022	1.70%	135,000	14,080	4.00%	235,000	75,990
2023	1.85%	135,000	11,785	4.00%	245,000	66,590
2024	2.00%	140,000	9,287	4.00%	255,000	56,790
2025	2.20%	140,000	6,487	4.00%	255,000	46,590
2026-2030	2.35%	145,000	3,407	3.00-3.10%	1,115,000	88,710
2031-2034		-	-		-	-
		<u>\$ 795,000</u>	<u>60,676</u>		<u>\$2,295,000</u>	<u>418,260</u>
Year Ending June 30,	Corporate Purpose Series 2020A			Urban Renewal Series 2020B		
	Issued February 5, 2020			Issued February 5, 2020		
	Interest Rates	Principal	Interest	Interest Rates	Principal	Interest
2021		\$ -	93,000		\$ -	276,400
2022	3.00%	100,000	69,750	4.00%	100,000	207,300
2023	3.00%	165,000	66,750	4.00%	510,000	203,300
2024	3.00%	190,000	61,800	4.00%	520,000	182,900
2025	4.00%	195,000	56,100	4.00%	530,000	162,100
2026-2030	3.00-4.00%	1,030,000	162,800	2.00-4.00%	2,835,000	494,700
2031-2034	2.00-3.00%	455,000	15,950	2.00%	2,550,000	129,300
		<u>\$2,135,000</u>	<u>526,150</u>		<u>\$7,045,000</u>	<u>1,656,000</u>

Year Ending June 30,	Total		
	Principal	Interest	Total
2021	\$ 960,000	537,015	1,497,015
2022	1,150,000	425,065	1,575,065
2023	1,390,000	395,928	1,785,928
2024	1,455,000	350,480	1,805,480
2025	1,530,000	302,215	1,832,215
2026-2030	5,755,000	793,760	6,548,760
2031-2034	3,005,000	145,250	3,150,250
	<u>\$15,245,000</u>	<u>2,949,713</u>	<u>18,194,713</u>

On July 6, 2011, the City issued \$1,550,000 of general obligation corporate purpose bonds with interest rates ranging from 1.00% to 3.45% per annum. The bonds were issued to construct street, storm sewer and sanitary sewer improvements; acquiring an ambulance and public works vehicle; constructing parking and paving improvements at or near the municipal public works shop; construction of recreation trail improvements; providing funding assistance to the City's storm water utility fund; acquiring and improving a facility to serve as the municipal public works garage and updating the comprehensive plan. During the year ended June 30, 2020, the City paid \$115,000 of principal and \$26,803 of interest on the bonds.

On June 12, 2013, the City issued \$2,265,000 of general obligation corporate purpose bonds with interest rates ranging from 0.30% to 2.00% per annum. The bonds were issued to pay costs of constructing improvements to the municipal sanitary sewer system; planning, designing and constructing improvements to the municipal storm sewer system; acquiring equipment for the fire department; constructing street improvements; constructing improvements to the City parks; constructing recreation trails, trailhead, depot, parking and shelter improvements and facilities; reviewing and updating the City's zoning ordinance; acquiring land for planning, designing, and constructing a new community center; acquiring and improving land located in the City's floodplain; constructing and equipping new municipal parks; and to pay the costs of issuance of the bonds. During the year ended June 30, 2020, the City paid \$275,000 of principal and \$16,648 of interest on the bonds.

On June 12, 2013, the City issued \$1,745,000 of general obligation refunding bonds with interest rates ranging from 0.50% to 1.45% per annum. The bonds were issued to advance refund on June 1, 2015, \$1,675,000 of the outstanding General Obligation Corporate Purpose Bonds, Series 2007, dated July 2, 2007, maturing 2016 through 2022. During the year ended June 30, 2020, the City paid \$250,000 of principal and \$9,582 of interest on the bonds.

On March 5, 2014, the City issued \$1,130,000 of general obligation water bonds with interest rates ranging from 0.50% to 3.40% per annum. The bonds were issued to pay the costs of acquiring water supply rights for the Municipal Waterworks Utility System. During the year ended June 30, 2020, the City paid \$50,000 of principal and \$24,485 of interest on the bonds.

On March 3, 2016, the City issued \$1,065,000 of general obligation urban renewal refunding bonds with interest rates ranging from 0.70% to 1.10% per annum. The bonds were issued to current refund, on June 1, 2016, \$1,030,000 of the outstanding General Obligation Urban Renewal Corporate Purpose Bonds, Series 2008, dated September 2, 2008, maturing 2017 through 2020. During the year ended June 30, 2020, the City paid \$245,000 of principal and \$2,695 of interest on the bonds.

On May 31, 2017, the City issued \$895,000 of general obligation urban renewal bonds with interest rates ranging from 1.40% to 2.35% per annum. The bonds were issued to pay the costs of acquiring land and constructing park and recreation improvements and facilities. During the year ended June 30, 2020, the City paid \$100,000 of principal and \$17,030 of interest on the bonds.

On June 28, 2018, the City issued \$2,455,000 of general obligation corporate purpose bonds with interest rates ranging from 3.00% to 4.00% per annum. The bonds were issued to pay the costs of constructing street, culvert, water system, sidewalk, sanitary sewer system and storm water drainage improvements; acquiring and equipping an ambulance; improving and equipping existing municipal parks; developing downtown parking facilities; establishing, improving, and equipping a new municipal park; constructing a natural gas main; underground electric utility lines and planning for future community land use; infrastructure and transportation needs. During the year ended June 30, 2020, the City paid \$120,000 of principal and \$88,390 of interest on the bonds.

On February 5, 2020, the City issued \$2,135,000 of general obligation corporate purpose bonds with interest rates ranging from 2.00% to 4.00% per annum. The bonds were issued to pay the costs of constructing street, water system, sanitary sewer system, sidewalk and storm water drainage improvements; acquiring and installing street lighting, signage and signalization; acquiring a fire truck; acquiring vehicles and equipment for the municipal public works department; acquiring and installing furniture and A.V. equipment for City Hall; constructing improvements at City Hall and developing municipal parks. During the year ended June 30, 2020, the City paid \$0 of principal and \$0 of interest on the bonds.

On February 5, 2020, the City issued \$7,045,000 of general obligation urban renewal bonds with interest rates ranging from 2.00% to 4.00% per annum. The bonds were issued to pay the costs of constructing improvements to City Hall; constructing street, culvert, water system, sidewalk, sanitary sewer system and storm water drainage improvements; and acquiring and installing street lighting, signage and signalization improvements. During the year ended June 30, 2020, the City paid \$0 of principal and \$0 of interest on the bonds.

Direct Placements - General Obligation Anticipation Project Note

On December 3, 2019, the City issued \$900,000 of general obligation anticipation project note with an interest rate of 2.10% per annum. The bonds were issued to pay the costs of constructing improvements to City Hall; constructing street, culvert, water system, sidewalk, sanitary sewer system and storm water drainage improvements; and acquiring and installing street lighting, signage and signalization improvements. During the year ended June 30, 2020, the City paid \$600,000 of principal and \$1,015 of interest on the note. This note matures on June 1, 2021.

Direct Borrowings - Sewer Revenue Bond

A summary of the City's June 30, 2020 direct borrowings sewer revenue bonds payable is as follows:

Sewer Refunding Bond Series 2020C						
Year Ending June 30,	Issued June 30, 2020			Total		
	Interest Rates	Principal	Interest	Principal	Interest	Total
2021	2.65%	\$ 145,000	64,933	145,000	64,933	209,933
2022	2.65%	150,000	66,780	150,000	66,780	216,780
2023	2.65%	155,000	62,805	155,000	62,805	217,805
2024	2.65%	160,000	58,698	160,000	58,698	218,698
2025	2.65%	165,000	54,458	165,000	54,458	219,458
2026-2030	2.65%	885,000	204,448	885,000	204,448	1,089,448
2030-2035	2.65%	1,005,000	81,488	1,005,000	81,488	1,086,488
		<u>\$ 2,665,000</u>	<u>593,610</u>	<u>2,665,000</u>	<u>593,610</u>	<u>3,258,610</u>

The City has pledged future sewer customer receipts, net of specified operating disbursements, to repay \$2,665,000 in sewer revenue bonds issued in June 2020. Proceeds from the bonds provided financing for the construction of improvements to the sanitary sewer system. The bonds are payable solely from sewer customer net receipts and are payable through 2035. The total principal and interest remaining to be paid on the bonds issued in June 2020 is \$3,258,610. For the current year, principal and interest paid and total customer net receipts were \$0 and \$0, respectively.

The resolutions providing for the issuance of the sewer revenue bonds include the following provisions:

- (a) The bonds will only be redeemed from the future earnings of the Utility and the bond holder holds a lien on the future earnings of the funds.
- (b) The City shall establish a rate to be charged to customers in order to produce gross revenues at least sufficient to pay expenses of the operation and maintenance of the Utility, and to leave a balance of net revenues equal to at least 100% of the principal and interest of all outstanding bonds and notes due in the fiscal year.
- (c) Monthly transfers of 1/6 of the installment of interest next due and 1/12 of the installment of principal next due shall be made to a sewer revenue bond and interest sinking account. Monies in this fund are to be used solely for the purpose of paying principal and interest on the bonds.
- (d) A reserve account of \$110,349 is required to be maintained in the Enterprise, Sewer Fund.
- (e) All users of the system, including the City, are required to be charged for service.
- (f) All funds remaining after payment of all maintenance and operating expenses and the transfers to the restricted accounts noted above can be used to pay for extraordinary repairs or replacements to the system, may be used to pay or redeem any bonds, and then can be used for any lawful purpose.

Direct Borrowings – Water Supply Rights Loan Agreement

A summary of the City's June 30, 2020 direct borrowings water supply rights loan agreement payable is as follows:

Year Ending June 30,	Water Supply Rights			Total		
	Issued March 27, 2014					
	Interest Rates	Principal	Interest	Principal	Interest	Total
2021	2.00%	\$ 51,400	4,238	51,400	4,238	55,638
2022	2.00%	52,400	3,210	52,400	3,210	55,610
2023	2.00%	53,500	2,162	53,500	2,162	55,662
2024	2.00%	54,600	1,092	54,600	1,092	55,692
		<u>\$ 211,900</u>	<u>10,702</u>	<u>211,900</u>	<u>10,702</u>	<u>222,602</u>

In March 2014, the City entered into a \$500,000 loan agreement payable to the City of Pleasant Hill under which the City received \$500,000 as credit against the purchase of the water supply rights being acquired. The agreement bears interest at 2.00% per annum and matures in varying annual amounts ranging from \$45,700 to \$54,600, with the final maturity due in the year ending June 30, 2024. During the year ended June 30, 2020, the City paid \$99,800 of principal and \$8,363 of interest on the loan. These amounts represent the sum of the fiscal year 2019 and the fiscal year 2020 payment.

Direct Borrowings – Water Service Agreement

A summary of the City's June 30, 2020 direct borrowings water service agreement is as follows:

Year Ending June 30,	Water Service Agreement			Total		
	Issued October 30, 2012					
	Interest Rates	Principal	Interest	Principal	Interest	Total
2021	3.00%	\$ 63,796	10,779	63,796	10,779	74,575
2022	3.00%	68,689	8,865	68,689	8,865	77,554
2023	3.00%	68,107	6,805	68,107	6,805	74,912
2024	3.00%	73,054	4,762	73,054	4,762	77,816
2025	3.00%	77,878	2,570	77,878	2,570	80,448
2026	3.00%	7,787	234	7,787	234	8,021
		<u>\$ 359,311</u>	<u>34,015</u>	<u>359,311</u>	<u>34,015</u>	<u>393,326</u>

The City entered into an agreement with the Board of Water Works Trustees of the City of Des Moines (DMWW), effective August 1, 2005 and payable through December 1, 2025, to join in the Wholesale Water Service Master Agreement.

This agreement allowed the City to acquire the "Purchased Capacity" of .50 million gallons per day of water from DMWW. Payments to DMWW by the City will be used to pay the City's portion of Water Revenue Bonds issued for the construction of a treatment plant. As of June 30, 2020, a total of \$393,626 in principal and interest is owed in relation to this agreement.

During the year ended June 30, 2020, the City paid \$72,195 of principal and \$3,190 of interest on the agreement.

Direct Borrowings – Urban Service Area Agreement

A summary of the City's June 30, 2020 direct borrowings urban service area agreement is as follows:

Year Ending June 30,	Urban Service Area Agreement			Total		
	Issued February 10, 2009					
	Interest Rates	Principal	Interest	Principal	Interest	Total
2021	4.50%	\$ 162,742	54,336	162,742	54,336	217,078
2022	4.50%	87,229	21,641	87,229	21,641	108,870
2023	4.50%	91,135	17,723	91,135	17,723	108,858
2024	4.50%	95,041	13,626	95,041	13,626	108,667
2025	4.50%	101,551	9,355	101,551	9,355	110,906
2026	4.50%	106,759	4,794	106,759	4,794	111,553
		<u>\$ 644,457</u>	<u>121,475</u>	<u>644,457</u>	<u>121,475</u>	<u>765,932</u>

In February 2009, the City agreed to amend the Urban Service Area Agreement with Polk County to pay for 75% of the annual principal due by the County for a total of \$1,221,213. The payments started June 1, 2011 and will continue through June 1, 2026. As of June 30, 2020, a total of \$765,932 of principal and interest is owed in relation to this agreement. The amount owed in relation to this agreement is paid from the Enterprise, Sewer Fund. During the year ended June 30, 2020, the City paid \$0 of principal and \$0 of interest on the agreement. At June 30, 2020, the City is delinquent on this agreement, amounting to \$108,370.

(4) Operating Lease Agreement

The City entered into a lease in March 2020 to lease copier equipment at \$452 per month. The lease has been classified as an operating lease and, accordingly, all rents are charged to expense as incurred. The lease expires in March 2025.

The following is a schedule of future payments required under the operating lease which has an initial or remaining non-cancelable lease term in excess of one year as of June 30, 2020:

Year Ended June 30,	Amount
2021	\$ 5,428
2022	5,428
2023	5,428
2024	5,428
2025	<u>4,523</u>
	<u>\$ 26,235</u>

During the fiscal year, total expenditures incurred in relation to this lease agreement were \$4,334.

(5) Private Facility Revenue Bonds

The City has issued a total of \$8,000,000 of Private College Facility Revenue Bonds (Grandview University Project), Series 2012B under the provisions of Chapter 419 of the Code of Iowa, of which \$5,825,000 is outstanding at June 30, 2020. The bonds and related interest are payable solely out of the revenues derived from the loan agreement and are not an obligation of the City.

The City has issued a total of \$7,200,000 of Healthcare Facilities Revenue Bonds (Valley View Village Assisted Living Project), Series 2014A and 2014b under the provisions of Chapter 419 of the Code of Iowa, of which \$5,936,428 is outstanding at June 30, 2020. The bonds and related interest are payable solely out of the revenues derived from the loan agreement and are not an obligation of the City.

The City has issued a total of \$8,115,000 of Senior Housing Refunding and Revenue Bonds (Luther Park Apartments, Inc. Project), Series 2015 under the provisions of Chapter 419 of the Code of Iowa, of which \$7,020,000 is outstanding at June 30, 2020. The bonds and related interest are payable solely out of the revenues derived from the loan agreement and are not an obligation of the City.

The City has issued a total of \$4,940,000 of Senior Housing Refunding and Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2016A under the provisions of Chapter 419 of the Code of Iowa, of which \$4,225,000 is outstanding at June 30, 2020. The bonds and related interest are payable solely out of the revenues derived from the loan agreement and are not an obligation of the City.

The City has issued a total of \$7,965,000 of Senior Housing Refunding and Revenue Bonds (Luther Park Health Center, Inc. Project), Series 2016B under the provisions of Chapter 419 of the Code of Iowa, of which \$7,220,000 is outstanding at June 30, 2020. The bonds and related interest are payable solely out of the revenues derived from the loan agreement and are not an obligation of the City.

(6) Pension Plan

Plan Description - IPERS membership is mandatory for employees of the City, except for those covered by another retirement system. Employees of the City are provided with pensions through a cost-sharing multiple employer defined benefit pension plan administered by Iowa Public Employees' Retirement System (IPERS). IPERS issues a stand-alone financial report which is available to the public by mail at P.O. Box 9117, Des Moines, Iowa 50306-9117 or at www.ipers.org.

IPERS benefits are established under Iowa Code chapter 97B and the administrative rules thereunder. Chapter 97B and the administrative rules are the official plan documents. The following brief description is provided for general informational purposes only. Refer to the plan documents for more information.

Pension Benefits – A regular member may retire at normal retirement age and receive monthly benefits without an early-retirement reduction. Normal retirement age is age 65, anytime after reaching age 62 with 20 or more years of covered employment or when the member's years of service plus the member's age at the last birthday equals or exceeds 88, whichever comes first. These qualifications must be met on the member's first month of

entitlement to benefits. Members cannot begin receiving retirement benefits before age 55. The formula used to calculate a Regular member's monthly IPERS benefit includes:

- A multiplier (based on years of service).
- The member's highest five-year average salary, except members with service before June 30, 2012 will use the highest three-year average salary as of that date if it is greater than the highest five-year average salary.

Protection occupation members may retire at normal retirement age, which is generally age 55. The formula used to calculate a protection occupation member's monthly IPERS benefit includes:

- 60% of average salary after completion of 22 years of service, plus an additional 1.5% of average salary for more than 22 years of service but not more than 30 years of service.
- The member's highest three-year average salary.

If a member retires before normal retirement age, the member's monthly retirement benefit will be permanently reduced by an early-retirement reduction. The early-retirement reduction is calculated differently for service earned before and after July 1, 2012. For service earned before July 1, 2012, the reduction is 0.25% for each month that the member receives benefits before the member's earliest normal retirement age. For service earned starting July 1, 2012, the reduction is 0.50% for each month that the member receives benefits before age 65.

Generally, once a member selects a benefit option, a monthly benefit is calculated and remains the same for the rest of the member's lifetime. However, to combat the effects of inflation, retirees who began receiving benefits prior to July 1990 receive a guaranteed dividend with their regular November benefit payments.

Disability and Death Benefits - A vested member who is awarded federal Social Security disability or Railroad Retirement disability benefits is eligible to claim IPERS benefits regardless of age. Disability benefits are not reduced for early retirement. If a member dies before retirement, the member's beneficiary will receive a lifetime annuity or a lump-sum payment equal to the present actuarial value of the member's accrued benefit or calculated with a set formula, whichever is greater. When a member dies after retirement, death benefits depend on the benefit option the member selected at retirement.

Contributions - Contribution rates are established by IPERS following the annual actuarial valuation, which applies IPERS' Contribution Rate Funding Policy and Actuarial Amortization Method. Statute limits the amount rates can increase or decrease each year to 1 percentage point. IPERS Contribution Rate Funding Policy requires that the actuarial contribution rate be determined using the "entry age normal" actuarial cost method and the actuarial assumptions and methods approved by the IPERS Investment Board. The actuarial contribution rate covers normal cost plus the unfunded actuarial liability payment based on a 30-year amortization period. The payment to amortize the unfunded actuarial liability is determined as a level percentage of payroll, based on the Actuarial Amortization Method adopted by the Investment Board.

In fiscal year 2020, pursuant to the required rate, Regular members contributed 6.29% of covered payroll and the City contributed 9.44% of covered payroll, for a total rate of 15.73%.

Protection occupation members contributed 6.61% of covered payroll and the City contributed 9.91% of covered payroll, for a total rate of 16.52%.

The City's contributions to IPERS for the year ended June 30, 2020 were \$131,532.

Net Pension Liability, Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2020, the City reported a liability of \$636,361 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2019 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability was based on the City's share of contributions to IPERS relative to the contributions of all IPERS participating employers. At June 30, 2019, the City's proportion was 0.0109894%, which was an increase of 0.000923% from its proportion measured as of June 30, 2018.

For the year ended June 30, 2020, the City's pension expense, deferred outflows of resources and deferred inflows of resources totaled \$150,820, \$133,071 and \$166,433, respectively.

There were no non-employer contributing entities to IPERS.

Actuarial Assumptions - The total pension liability in the June 30, 2019 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement.

Rate of Inflation (effective June 30, 2017)	2.60% per annum.
Rates of salary increase (effective June 30, 2017)	3.25 to 16.25%, average, including inflation. Rates vary by membership group.
Long-term investment rate of return (effective June 30, 2017)	7.00% compounded annually, net of investment expense, including inflation.
Wage growth (effective June 30, 2017)	3.25% per annum, based on 2.60% inflation and 0.65% real wage inflation.

The actuarial assumptions used in the June 30, 2019 valuation were based on the results of an economic assumption study dated March 24, 2017 and a demographic assumption study dated June 28, 2018.

Mortality rates used in the 2019 valuation were based on the RP-2014 Employee and Healthy Annuitant Tables with MP-2017 generational adjustments.

The long-term expected rate of return on IPERS' investments was determined using a building-block method in which best-estimate ranges of expected future real rates (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Asset Allocation	Long-Term Expected Real Rate of Return
Domestic equity	22.0 %	5.60 %
International equity	15.0	6.08
Global smart beta equity	3.0	5.82
Core plus fixed income	27.0	1.71
Public credit	3.5	3.32
Public real assets	7.0	2.81
Cash	1.0	(0.21)
Private equity	11.0	10.13
Private real assets	7.5	4.76
Private credit	3.0	3.01
Total	100.0 %	

Discount Rate - The discount rate used to measure the total pension liability was 7.00%. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the contractually required rate and that contributions from the City will be made at contractually required rates, actuarially determined. Based on those assumptions, IPERS' fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on IPERS' investments was applied to all periods of projected benefit payment to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.00%, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower (6.00%) or 1% higher (8.00%) than the current rate.

	1% Decrease (6.00%)	Discount Rate (7.00%)	1% Increase (8.00%)
City's proportionate share of the net pension liability	\$ 1,305,885	636,361	74,990

IPERS' Fiduciary Net Position - Detailed information about IPERS' fiduciary net position is available in the separately issued IPERS financial report which is available on IPERS' website at www.ipers.org.

(7) Joint Venture and Commitments

The City is a participating community in the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) joint venture. This joint venture provides primary and secondary treatment of sewer flows for the participating communities. The Amended and Restated Agreement for the WRA was effective on July 1, 2004 with the second amended and restate agreement becoming effective on June 11, 2014. This agreement amended and restated the previous Integrated Community Area (I.C.A.) Agreement to provide continued operation, improvements and expansion. The WRA Agreement establishes the WRA as a

separate legal entity with its own Board, creates an independent governance structure, establishes an independent bonding authority for the WRA and provides a framework for additional communities to participate.

Annually, the WRA establishes an allocation to all participating communities based on operations, maintenance, debt service and reserve requirements. Allocations are based on wastewater reclamation facility flows and are adjusted prospectively for differences in budgeted flows and actual flows.

The City retains an ongoing financial responsibility to the WRA since it is obligated in some manner for the debts of the joint venture through the annual allocation. Although the debt of the WRA is to be paid solely and only from WRA revenues, the participating communities in the joint venture cannot withdraw from the joint venture while any of the bonds issued during the time the communities were a participating community are still outstanding. The WRA Sewer Revenue Bonds Series 20013B and 2015E include provisions that place the WRA debt service requirements on the same parity and rank as other debts of the participating communities.

In May of 2013, the WRA issued Sewer Revenue Bonds Series 2013B for the purpose of refunding Series 2004B. The WRA Agreement requires the debt service of these bonds to be allocated to the participating communities based on the WRA flows of the core communities and expansion communities of each calendar year. As of June 30, 2020, the Series 2013B bonds had a balance of \$44,540,000 and the City of Bondurant's estimated future allocation based on the WRA flows is currently \$754,871.

In May of 2015, the WRA issued Sewer Revenue Bonds Series 2015E for the purpose of refunding Series 2006A. The WRA Agreement requires the debt service of these bonds to be allocated to the participating communities based on the WRA flows of the core communities and expansion communities of each calendar year. As of June 30, 2020, the Series 2015E bonds had a balance of \$27,235,000 and the City of Bondurant's estimated future allocation based on the WRA flows is currently \$479,430.

The WRA Agreement requires the debt service on all State Revolving Loans issued after July 1, 2004 to be allocated to the participating communities based on the WRA flow of the core communities and expansion communities of each calendar year. As of June 30, 2020, the outstanding balance of State Revolving Loan issues totaled \$344,358,384 and the City of Bondurant's estimated future allocation is currently \$4,858,011.

The WRA agreement does not provide for the determination of an equity interest for the participating communities. Withdrawing from the joint venture is a forfeit of all reversionary interest and no compensation will be paid. The City retains a reversionary interest percentage in the net position of the WRA redeemable only in the event the WRA is dissolved. Since there is no specific and measurable equity interest in the WRA agreement, no investment in the joint venture has been reported by the City. During the year ended June 30, 2020, the City paid the WRA \$780,488 for operations, maintenance, equipment replacements and debt service payments.

The WRA issues separate financial statements that may be obtained at 3000 Vandalia Road, Des Moines, Iowa 50317-1346.

(8) Interfund Transfers

Transfer to	Transfer from	Amount
General	Special Revenue:	
	Urban Renewal Tax Increment	\$ 69,234
	Capital Projects	250,000
	Enterprise:	
	Water	50,000
	Sewer	265,000
	Storm Water	7,000
		<u>641,234</u>
Special Revenue:	Enterprise:	
Employee Benefits	Water	4,500
	Sewer	4,500
	Storm Water	4,000
		<u>13,000</u>
Special Revenue:	Special Revenue:	
Tree	Rod Use Tax	<u>6,000</u>
Debt Service	General	137,825
	Special Revenue:	
	Road Use Tax	83,833
	Urban Renewal Tax Increment	496,633
	Capital Projects	601,015
	Enterprise:	
	Water	75,692
		<u>1,394,998</u>
Capital Projects	General	1,446,028
	Enterprise:	
	Water	69,730
	Sewer	30,000
		<u>1,545,758</u>
Enterprise:	General	
Sewer		<u>215,000</u>
Internal Service:	Special Revenue:	
Flex Spending	Employee Benefits	<u>2,293</u>
Total		<u>\$ 3,818,283</u>

Transfers generally move resources from the fund statutorily required to collect the resources to the fund statutorily required to disburse the resources.

(9) Compensated Absences

City employees accumulate a limited amount of earned but unused vacation, sick leave and compensatory time hours for subsequent use or for payment upon termination, retirement or death. These accumulations are not recognized as disbursements by the City until used or paid. The City's approximate liability for earned vacation, sick leave and compensatory time payable to employees at June 30, 2020, primarily relating to the General Fund, is as follows:

Type of Benefit	Amount
Vacation	\$ 101,033
Sick leave	70,903
Compensatory time	<u>8,273</u>
Total	<u>\$ 180,209</u>

This liability has been computed based on rates of pay in effect at June 30, 2020.

(10) Related Party Transactions

The City has business transactions between the City and City officials totaling \$500 during the year ended June 30, 2020.

(11) Risk Management

The City is exposed to various risks of loss related to torts; theft, damage to and destruction of assets; errors and omissions; injuries to employees; and natural disasters. These risks are covered by the purchase of commercial insurance. The City assumes liability for any deductibles and claims in excess of coverage limitations. Settled claims from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years.

(12) Development Agreements

The City has entered into a development agreement with S.C. Stoner Construction. The City agreed to provide tax increment payments in an amount not to exceed \$370,000 in exchange for the construction of certain infrastructure improvements. The developer did not provide street lighting as originally agreed to, so the agreement was reduced by \$19,681 to \$350,319. Semiannual payments will be made through June 1, 2023 provided the developer is in compliance with the terms of the revised agreement. During the year ended June 30, 2020, the City made payments of \$40,119 to the developer. The balance remaining under the revised agreement at June 30, 2020 is \$35,761 and the amount appropriated for payment in the next fiscal year is \$35,761.

(13) Tax Abatements

Governmental Accounting Standards Board Statement No. 77 defines tax abatements as a reduction in tax revenues that results from an agreement between one or more governments and an individual or entity in which (a) one or more governments promise to forgo tax revenues to which they are otherwise entitled and (b) the individual or entity promises to take a specific action after the agreement has been entered into that contributes to economic development or otherwise benefits the governments or the citizens of those governments.

City Tax Abatements

The City provides tax abatements for urban renewal and economic development projects with tax increment financing as provided for in Chapters 15A and 403 of the Code of Iowa. For these types of projects, the City enters into agreements with developers which require the City, after developers meet the terms of the agreements, to rebate a portion of the property tax paid by the developers, to pay the developers an economic development grant or pay the developers a predetermined dollar amount. No other commitments were made by the City as part of these agreements.

For the year ended June 30, 2020, \$12,741 of property tax was diverted from the City under the urban renewal and economic development agreements.

(14) Commitments

The City has entered into various agreements for infrastructure improvements. As of June 30, 2020, approximately \$9,100,000 remains to be paid on these projects. These costs will be paid for as work progresses. It is anticipated that these projects will be completed in fiscal year 2021. The City intends to pay for these costs from proceeds of debt received in fiscal year 2020 and from existing cash reserves.

In fiscal year 2020, the City has entered into agreements for the purchase of street equipment for a total cost of approximately \$224,000. This equipment will be paid for when it is received in fiscal year 2021. The City intends to pay for this cost from existing cash reserves.

(15) Contingency

The City participates in a number of Federal and State grant/loan programs. These programs are subject to program compliance audits by the grantors or their representatives. Entitlement to these resources is generally conditional upon compliance with the terms and conditions of grant and loan agreements and applicable federal and state regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a federal or state audit may become a liability to the City. The City's management believes such revisions or disallowances, if any, will not be material to the City.

(16) COVID-19

In March 2020, the COVID-19 outbreak was declared a global pandemic. The disruption to businesses across a range of industries in the United States continues to evolve. The full impact to local, regional and national economies, including that of the City, remains uncertain. To date, the outbreak has not created a material disruption to the operations of the City. However, the extent of the financial impact of COVID-19 will depend on future developments, including the spread of the virus, duration and timing of the economic recovery. Due to these uncertainties, management cannot reasonably estimate the potential impact to the City's operations and finances.

(17) Subsequent Events

The City has evaluated all subsequent events through March 26, 2021 the date the financial statements were available to be issued.

(18) Prospective Accounting Change

Governmental Accounting Standards Board has issued Statement No. 84, Fiduciary Activities. This statement will be implemented for the fiscal year ending June 30, 2021. The revised requirements of this statement will enhance the consistency and comparability of fiduciary activity reporting by state and local governments by establishing specific criteria for identifying fiduciary activities and clarifying whether and how business-type activities should report their fiduciary activities.

OTHER SUPPLEMENTARY INFORMATION

City of Bondurant							
Budgetary Comparison Schedule							
of Receipts, Disbursements, and Changes in Balances -							
Budget and Actual - All Governmental Funds and Proprietary Funds							
Other Information							
Year ended June 30, 2020							
	Governmental Funds Actual	Proprietary Funds Actual	Less Funds not Required to be Budgeted	Total	Budgeted Amounts		Final to Total Variance
					Original	Final	
Receipts:							
Property tax	\$ 3,084,278	-	-	3,084,278	3,156,749	3,156,749	(72,471)
Tax increment financing	578,145	-	-	578,145	602,808	602,808	(24,663)
Other city tax	304,055	-	-	304,055	24,398	379,928	(75,873)
Licenses and permits	823,638	-	-	823,638	329,500	664,350	159,288
Use of money and property	84,837	12,592	4	97,425	18,093	64,099	33,326
Intergovernmental	3,559,103	-	-	3,559,103	1,259,298	6,177,036	(2,617,933)
Charges for service	883,173	2,929,972	34,144	3,779,001	2,882,000	3,335,699	443,302
Special assessments	7,019	-	-	7,019	9,400	16,359	(9,340)
Miscellaneous	947,864	152,016	22,956	1,076,924	567,000	412,453	664,471
Total receipts	10,272,112	3,094,580	57,104	13,309,588	8,849,246	14,809,481	(1,499,893)
Disbursements:							
Public safety	2,011,969	-	-	2,011,969	1,837,662	2,044,492	32,523
Public works	1,034,299	-	-	1,034,299	1,257,577	1,257,577	223,278
Health and social services	15,950	-	-	15,950	15,950	15,950	-
Culture and recreation	626,073	-	1,685	624,388	648,116	818,081	193,693
Community and economic development	322,634	-	-	322,634	218,867	325,599	2,965
General government	692,959	36,500	36,500	692,959	738,442	738,442	45,483
Debt service	1,972,848	-	-	1,972,848	1,345,065	2,039,030	66,182
Capital projects	11,818,003	-	-	11,818,003	6,094,792	14,349,707	2,531,704
Business type activities	-	3,149,104	-	3,149,104	3,819,358	3,644,405	495,301
Total disbursements	18,494,735	3,185,604	38,185	21,642,154	15,975,829	25,233,283	3,591,129
Excess (deficiency) of receipts over (under) disbursements	(8,222,623)	(91,024)	18,919	(8,332,566)	(7,126,583)	(10,423,802)	2,091,236
Other financing sources, net	10,766,011	2,371,871	2,293	13,135,589	6,601,000	10,463,062	2,672,527
Change in fund balances	2,543,388	2,280,847	21,212	4,803,023	(525,583)	39,260	4,763,763
Balances beginning of year	2,885,746	1,968,834	7,845	4,846,735	3,665,866	4,846,796	(61)
Balances end of year	\$ 5,429,134	4,249,681	29,057	9,649,758	3,140,283	4,886,056	4,763,702
See accompanying independent auditor's report.							

City of Bondurant

Notes to Other Information - Budgetary Reporting

June 30, 2020

The budgetary comparison is presented in accordance with Governmental Accounting Standards Board Statement No. 41 for governments with significant budgetary perspective differences resulting from not being able to present budgetary comparisons for the General Fund and each major Special Revenue Fund.

In accordance with the Code of Iowa, the City Council annually adopts a budget on the cash basis following required public notice and hearing for all funds except the Internal Service Fund. The annual budget may be amended during the year utilizing similar statutorily prescribed procedures.

Formal and legal budgetary control is based upon nine major classes of disbursements known as functions, not by fund. These nine functions are: public safety, public works, health and social services, culture and recreation, community and economic development, general government, debt service, capital projects, and business type activities. Function disbursements required to be budgeted include disbursements for the General Fund, the Special Revenue Funds, the Debt Service Fund, the Capital Projects Fund, the Permanent Fund and the Enterprise Funds. Although the budget document presents function disbursements by fund, the legal level of control is at the aggregated function level, not by fund. During the year, two budget amendments increased budgeted disbursements by \$9,257,454. The budget amendments are reflected in the final budgeted amounts.

During the year ended June 30, 2020, disbursements did not exceed the amounts budgeted.

City of Bondurant									
Schedule of the City's Proportionate Share of the Net Pension Liability									
Iowa Public Employees' Retirement System									
For the Last Six Years*									
(In Thousands)									
Other Information									
				2020	2019	2018	2017	2016	2015
City's proportion of the net pension liability				0.010989%	0.010066%	0.010800%	0.010121%	0.009984%	0.009019%
City's proportionate share of the net pension liability				\$ 623	637	719	637	493	358
City's covered payroll				\$ 1,070	882	898	792	687	595
City's proportionate share of the net pension liability as a percentage of its covered payroll				58.22%	72.20%	80.07%	80.43%	71.76%	60.17%
IPERS' net position as a percentage of the total pension liability				85.45%	83.62%	82.21%	81.82%	85.19%	87.61%
* In accordance with GASB Statement No. 68, the amounts presented for each fiscal year were determined as of June 30 of the preceding fiscal year									
See accompanying independent auditor's report.									

City of Bondurant										
Schedule of City Contributions										
Iowa Public Employees' Retirement System										
For the Last Ten Years										
(In Thousands)										
Other Information										
	2019	2018	2017	2016	2015	2014	2013	2012	2011	2010
Statutorily required contribution	\$ 132	80	81	71	61	53	51	43	36	32
Contributions in relation to the statutorily required contribution	(132)	(80)	(81)	(71)	(61)	(53)	(51)	(43)	(36)	(32)
Contribution deficiency (excess)	\$ -	-	-	-	-	-	-	-	-	-
City's covered payroll	\$ 1,374	882	898	792	687	595	586	529	523	487
Contributions as a percentage of covered payroll	9.61%	9.07%	9.02%	8.96%	8.93%	8.67%	8.67%	8.07%	6.95%	6.65%
See accompanying independent auditor's report.										

City of Bondurant

Notes to Other Information – Pension Liability

Year ended June 30, 2020

Changes of benefit terms:

There are no significant changes in benefit terms.

Changes of assumptions:

The 2018 valuation implemented the following refinements as a result of a demographic assumption study dated June 28, 2018:

- Changed mortality assumptions to the RP-2014 mortality tables with mortality improvements modeled using Scale MP-2017.
- Adjusted retirement rates.
- Lowered disability rates.
- Adjusted the probability of a vested Regular member electing to receive a deferred benefit.
- Adjusted the merit component of the salary increase assumption.

The 2017 valuation implemented the following refinements as a result of an experience study dated March 24, 2017:

- Decreased the inflation assumption from 3.00% to 2.60%.
- Decreased the assumed rate of interest on member accounts from 3.75% to 3.50% per year.
- Decreased the discount rate from 7.50% to 7.00%.
- Decreased the wage growth assumption from 4.00% to 3.25%.
- Decreased the payroll growth assumption from 4.00% to 3.25%.

The 2014 valuation implemented the following refinements as a result of a quadrennial experience study:

- Decreased the inflation assumption from 3.25% to 3.00%.
- Decreased the assumed rate of interest on member accounts from 4.00% to 3.75% per year.
- Adjusted male mortality rates for retirees in the Regular membership group.

Moved from an open 30-year amortization period to a closed 30-year amortization period for the UAL (unfunded actuarial liability) beginning June 30, 2014. Each year thereafter, changes in the UAL from plan experience will be amortized on a separate closed 20-year period.

[illegible]

STATISTICAL SECTION

City of Bondurant										
										Schedule 4
Schedule of Receipts By Source and Disbursements By Function -										
All Governmental Funds										
For the Last Ten Years										
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
Receipts:										
Property tax	\$ 3,084,278	2,784,742	2,406,986	2,166,780	1,982,540	1,757,715	1,635,189	1,540,915	1,434,131	1,309,877
Tax increment financing	578,145	484,339	434,070	467,205	480,316	488,924	506,265	383,187	386,986	380,845
Other city tax	304,055	24,582	24,992	26,493	27,569	35,586	27,889	28,005	16,624	17,013
Licenses and permits	823,638	228,104	361,107	347,335	194,112	183,622	89,816	121,876	53,055	46,584
Use of money and property	84,837	70,825	34,727	22,427	18,395	33,228	32,702	29,308	3,626	37,814
Intergovernmental	3,559,103	951,357	923,721	1,262,272	702,907	1,831,115	565,419	554,786	924,805	532,942
Charges for service	883,173	441,748	441,488	420,957	391,052	382,624	328,234	278,415	100,685	74,619
Special assessments	7,019	10,077	14,967	15,441	16,362	28,833	127,257	80,870	41,248	35,378
Miscellaneous	947,864	179,741	125,135	184,054	179,055	199,617	372,382	308,495	136,513	105,721
Total	\$ 10,272,112	5,175,515	4,767,193	4,912,964	3,992,308	4,941,264	3,685,153	3,325,857	3,097,673	2,540,793
Disbursements:										
Operating:										
Public safety	\$ 2,011,969	1,830,227	1,176,745	1,120,385	853,312	758,329	1,059,932	632,809	678,647	584,205
Public works	1,034,299	1,132,627	971,801	866,452	680,439	563,694	686,425	569,142	512,100	493,850
Health and social services	15,950	12,654	14,470	10,281	6,996	768	9,175	6,588	6,705	407
Culture and recreation	626,073	565,390	546,750	515,439	561,245	458,332	451,639	400,516	334,820	327,180
Community and economic development	322,634	387,412	199,089	216,737	194,051	265,458	247,107	228,550	250,404	210,810
General government	692,959	684,634	653,225	716,084	650,613	675,270	532,751	539,116	513,726	450,756
Debt service	1,972,848	1,188,828	1,096,109	1,037,266	1,042,441	2,687,731	906,123	1,026,071	642,169	629,253
Capital projects	11,818,003	615,668	421,362	1,221,061	739,970	2,022,760	758,952	1,144,472	1,608,596	1,239,397
Total	\$ 18,494,735	6,417,440	5,079,551	5,703,705	4,729,067	7,432,342	4,652,104	4,547,264	4,547,167	3,935,858
See accompanying independent auditor's report.										

IOWA PROPERTY VALUATIONS

In compliance with Section 441.21 of the Code of Iowa, the State Director of Revenue annually directs the county auditors to apply prescribed statutory percentages to the assessments of certain categories of real property. The 2018 final Actual Values were adjusted by the Polk County Auditor. The reduced values, determined after the application of rollback percentages, are the Taxable Values subject to tax levy. For assessment year 2018, the taxable value rollback rate was 56.9180% of actual value for residential property; 56.1324% of actual value for agricultural property; 75.0000% of the actual value for multiresidential property; and 90.0000% of actual value for commercial and industrial property. No adjustment was ordered for utility property because its assessed value did not increase enough to qualify for reduction. Utility property is limited to an 8% annual growth.

The Legislature's intent has been to limit the growth of statewide taxable valuations for the specific classes of property to 3% annually. Political subdivisions whose taxable values are thus reduced or are unusually low in growth are allowed to appeal the valuations to the State Appeal Board, in order to continue to fund present services.

PROPERTY VALUATIONS (1/1/2018 Valuation Taxes payable July 1, 2019 through June 30, 2020)

	<u>100% Actual Value</u>	<u>Taxable Value (With Rollback)</u>
Residential	\$338,465,678	\$186,326,822
Commercial	36,908,304	32,972,054
Industrial	2,918,527	2,596,127
Multiresidential	3,903,147	2,841,897
Utilities w/o Gas & Electric	<u>848,187</u>	<u>848,187</u>
Gross valuation	\$383,043,843	\$225,585,087
Less military exemption	<u>(316,692)¹⁾</u>	<u>(316,692)¹⁾</u>
Net valuation	\$382,727,151	\$225,268,395
TIF increment – (used to compute debt service levies and constitutional debt limit)	\$17,773,744	\$17,773,744
Taxed separately		
Ag. Land & Buildings	\$6,274,798 ¹⁾	\$3,521,386 ¹⁾
Gas & Electric Utilities	\$3,199,188	\$1,776,398

1) Reduced by \$1,852 of Ag. Land & Building military tax exemption.

2018 GROSS TAXABLE VALUATION BY CLASS OF PROPERTY

	<u>Gross Taxable Valuation¹⁾</u>	<u>Percent Total</u>
Residential	\$186,326,822	81.95%
Commercial and Industrial	35,568,181	15.64%
Multiresidential	2,841,897	1.25%
Utilities and Gas & Electric Utilities	<u>2,624,585</u>	<u>1.16%</u>
	\$227,361,485	100.00%

1) Excludes Taxable TIF Increment, Ag. Land and Ag. Buildings.

TREND OF VALUATIONS

<u>Assessment Year</u>	<u>Payable Fiscal Year</u>	<u>100% Actual Valuation</u>	<u>Taxable Valuation (With Rollback)</u>	<u>Taxable TIF Increment</u>
2014	2015-16	\$261,489,311	\$140,150,373	\$14,062,661
2015	2016-17	285,473,649	154,087,155	13,799,245
2016	2017-18	310,751,709	172,662,060	12,901,769
2017	2018-19	368,215,917	200,964,962	14,229,483
2018	2019-20	409,974,881	227,044,793	17,773,744

The 100% Actual Valuation, before rollback and after the reduction of military exemption, includes Ag. Land & Buildings, TIF Increment and Gas & Electric Utilities. The Taxable Valuation, with the rollback and after the reduction of military exemption, includes Gas & Electric Utilities and excludes Ag. Land & Buildings and Taxable TIF Increment. Iowa cities certify operating levies against Taxable Valuation excluding Taxable TIF Increment and debt service levies are certified against Taxable Valuation including the Taxable TIF Increment.

LARGER TAXPAYERS ¹⁾

Set forth in the following table are the persons or entities which represent larger taxpayers within the boundaries of the City, as provided by the Polk County Auditor's Office. No independent investigation has been made of and no representation is made herein as to the financial condition of any of the taxpayers listed below or that such taxpayers will continue to maintain their status as major taxpayers in the City. With the exception of the electric and natural gas provider noted below (which is subject to an excise tax in accordance with Iowa Code chapter 437A), the City's mill levy is applicable to all of the properties included in the table, and thus taxes expected to be received by the City from such taxpayers will be in proportion to the assessed valuations of the properties. The total tax bill for each of the properties is dependent upon the mill levies of the other taxing entities which overlap the properties.

<u>Taxpayer</u>	<u>Type of Property/Business</u>	<u>1/1/2018 Taxable Valuation²⁾</u>
Farmers Elevator Co.	Commercial	\$5,474,238
DNG Properties LLC	Commercial	5,151,150
Kadin Trail LLC	Multiresidential	3,505,569
Abilit Holdings (Hawthorne Crossing) LLC	Residential/Commercial	2,490,000
NM DCB LP	Commercial	2,430,000
Mulberry Pointe LLC	Multiresidential	2,300,056
KJH Residential LLC	Residential	2,131,286
Brick Street LLC	Commercial	1,881,000
MidAmerican Energy	Utility	1,775,978
CAB Properties LLC	Commercial	1,557,000

1) This list represents some of the larger taxpayers in the City, not necessarily the 10 largest taxpayers.

2) The 1/1/2018 Taxable Valuation listed represents only those valuations associated with the title holder and may not necessarily represent the entire taxable valuation.

Source: Polk County Auditor's Office.

PROPERTY TAX LEGISLATION

From time to time, legislative proposals are pending in Congress and the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described herein. 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 valuation, assessment or levy procedures for taxes levied by the City or have an adverse impact on the future tax collections of the City. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed federal or state tax legislation. The opinions expressed by Bond Counsel are based upon existing legislation 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 pending federal or state tax legislation.

During the 2019 legislative session, the Iowa General Assembly enacted Senate File 634 (the "2019 Act"). This bill modifies the process for hearing and approval of the total maximum property tax dollars under certain levies in the City's budget. The bill also includes a provision that will require the affirmative vote of 2/3 of the City Council when the maximum property tax dollars under these levies exceed an amount determined under a prescribed formula. The 2019 Act does not change the process for hearing and approval of the Debt Service Levy pledged for repayment of the Bonds. It is too early to evaluate the effect the 2019 Act will have on the overall financial position of the City or its ability to fund essential services.

During the 2013 legislative session, the Iowa General Assembly enacted Senate File 295 (the "2013 Act"). Among other things, the Act (i) reduced the maximum annual taxable value growth percent, due to revaluation of existing residential and agricultural property to 3%, (ii) assigned a "rollback" (the percentage of a property's value that is subject to tax) to commercial, industrial and railroad property of 90%, (iii) created a new property tax classification for multi-residential properties (apartments, nursing homes, assisted living facilities and certain other rental property) and assigned a declining rollback percentage to such properties for each year until the residential rollback percentage is reached in the 2022 assessment year, after which the rollback percentage for such properties will be equal to the residential rollback percentage each assessment year, and (iv) exempted a specified portion of the assessed value of telecommunication properties.

The 2013 Act includes a standing appropriation to replace some of the tax revenues lost by local governments, including tax increment districts, resulting from the new rollback for commercial and industrial property. The appropriation does not replace losses to local governments resulting from the 2013 Act's provisions that reduce the annual revaluation growth limit for residential and agricultural properties to 3%, the gradual transition for multi-residential properties from the residential rollback percentage (currently 53% of market value), or the reduction in the percentage of telecommunications property that is subject to taxation.

The City has not attempted to quantify the financial impact of the 2013 Act's provisions on the City's future operations.

Notwithstanding any decrease in property tax revenues that may result from the 2013 Act or the 2019 Act, Iowa Code section 76.2 provides that when an Iowa political subdivision issues bonds, "[t]he governing authority of these political subdivisions before issuing bonds shall, by resolution, provide for the assessment of an annual levy upon all the taxable property in the political subdivision sufficient to pay the interest and principal of the bonds within a period named not exceeding twenty years. A certified copy of this resolution shall be filed with the county auditor or the auditors of the counties in which the political subdivision is located; and the filing shall make it a duty of the auditor to enter annually this levy for collection from the taxable property within the boundaries of the political subdivision until funds are realized to pay the bonds in full."

From time to time, other legislative proposals may be considered by the Iowa General Assembly that would, if enacted, alter or amend one or more of the property tax matters described in this Official Statement. It cannot be predicted whether or in what forms any of such proposals may be enacted, and there can be no assurance that such proposals will not apply to valuation, assessment or levy procedures for the levy of taxes

by the City.

DEBT LIMIT

Article XI, Section 3 of the State of Iowa Constitution limits the amount of debt outstanding at any time of any county, municipality or other political subdivision to no more than 5% of the actual value of all taxable property within the corporate limits, as taken from the last state and county tax list. The debt limit for the City, based on its 2018 actual valuation currently applicable to the fiscal year 2019-20, is as follows:

2018 Actual Valuation of Property		\$410,037,329 ¹⁾
Legal Debt Limit of 5%		<u>0.05</u>
Legal Debt Limit	\$20,501,866	
Less: G.O. Debt Subject to Debt Limit	(16,400,000)	
Less: Other Debt Subject to Debt Limit		(79,418) ²⁾
Less: Developer Rebate Agreements		<u>(37,178) ³⁾</u>
Net Debt Limit	\$3,985,270	

- 1) As reported by the Polk County Treasurer's Office.
- 2) Represents total outstanding payments that have been appropriated for the fiscal year 2019-20 debt limit. Payments are supported by other sources and are not paid from the debt service levy.
- 3) Represents outstanding TIF Rebate Agreements that are subject to the City's fiscal year 2019-20 debt limit.

DIRECT DEBT

General Obligation Debt Paid by Taxes, Tax Increment, Road Use Tax Fund and Water Revenues(Includes the Bonds)

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 02/05/20</u>
7/11	\$1,550,000	City Improvements	6/26	\$895,000
6/13A	2,265,000	City Improvements	6/25	1,125,000
6/13B	1,745,000	Refunding	6/22	765,000
3/14A	1,130,000	Water System Improvements	6/29	880,000
3/16A	1,065,000	Refunding	6/20	245,000
5/17	895,000	Land Purchase	6/26	895,000
6/18A	2,455,000	City Improvements	6/29	2,415,000
2/20A	2,135,000	City Improvements	6/32	2,135,000
2/20B	7,045,000	City Improvements	6/34	<u>7,045,000</u>
Total General Obligation Debt Subject to the Debt Limit				\$16,400,000

ANNUAL FISCAL YEAR GENERAL OBLIGATION DEBT SERVICE PAYMENTS

General Obligation Debt Paid by Taxes, Tax Increment, Road Use Tax Fund and Water Revenues(Includes the Bonds)

<u>Current Outstanding</u>			<u>2020A Bonds</u>		<u>2020B Bonds</u>		<u>Total Outstanding</u>	
<u>Fiscal Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2019-20	\$1,155,000	\$1,247,817 ¹⁾	\$0	\$0	\$0	\$0	\$1,155,000	\$1,247,817 ¹⁾
2020-21	960,000	1,127,615 ²⁾	0	0	0	274,097	960,000	1,401,712 ²⁾
2021-22	950,000	1,098,015	100,000	169,750	100,000	307,300	1,150,000	1,575,065
2022-23	715,000	840,878	165,000	231,750	510,000	713,300	1,390,000	1,785,928
2023-24	745,000	850,780	190,000	251,800	520,000	702,900	1,455,000	1,805,480
2024-25	805,000	889,015	195,000	251,100	530,000	692,100	1,530,000	1,832,215
2025-26	675,000	734,910	200,000	248,300	540,000	680,900	1,415,000	1,664,110
2026-27	395,000	432,480	200,000	240,300	555,000	674,300	1,150,000	1,347,080
2027-28	405,000	430,630	205,000	237,300	565,000	662,100	1,175,000	1,330,030
2028-29	<u>415,000</u>	428,240	210,000	234,100	580,000	654,500	1,205,000	1,316,840
2029-30			215,000	232,800	595,000	657,900	810,000	890,700
2030-31			225,000	236,350	610,000	661,000	835,000	897,350
2031-32			<u>230,000</u>	234,600	630,000	668,800	860,000	903,400
2032-33					645,000	671,200	645,000	671,200
2033-34					<u>665,000</u>	678,300	<u>665,000</u>	678,300
Total	\$7,220,000		\$2,135,000		\$7,045,000		\$16,400,000	

1) Excludes the December 1, 2019 interest payment in the amount of \$92,816.

2) Excludes capitalized interest payment in the amount of \$92,225 on the Series 2020A Bonds.

REVENUE DEBT

City Issued Revenue Debt Supported by Net Revenues of the Municipal Sewer and Water Systems ¹⁾

The City has revenue debt payable solely from the net revenues of the Municipal Water & Sewer System as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 02/05/20</u>
5/05	\$1,221,213	Sewer Improvement	6/26	\$644,457 ²⁾
3/14	500,000	Water Supply Rights	6/24	<u>262,300 ³⁾</u>
Total				\$906,757

- 1) Excludes City's portion of the Des Moines Water Works Series 2012B Water Revenue Refunding Bonds.
- 2) Agreement with Polk County, Iowa for City's portion of sewer improvements which is subject to annual appropriation. Of the total amount listed only \$79,418 has been appropriated for fiscal year 2019-20.
- 3) Water Revenue Loan Agreement with the City of Pleasant Hill, Iowa to purchase additional water supply rights.

Des Moines Metropolitan Wastewater Reclamation Authority ("WRA") Existing Payment Obligations

The City is a member of the Des Moines Metropolitan Wastewater Reclamation Authority and has entered into a financing agreement with the WRA to provide for the City's share of capital contribution for the construction and ongoing expansion of a metropolitan waste water system. The City is responsible for a portion of the WRA sewer revenue debt payable from the revenues of their Sewer System; its responsibilities pursuant to the WRA Financing Agreement stand as nearly as practicable on a parity and equality of rank with the City's direct sewer revenue bonds and parity obligations.

The City's portion of outstanding WRA debt is as follows:

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 02/05/20</u>
6/08A	\$138,768	Sewer Improvements (SRF Loan)	6/39	\$199,948
6/08B	90,735	Sewer Improvements (SRF Loan)	6/39	129,184
6/08D	36,570	Sewer Improvements (SRF Loan)	6/38	50,092
2/09B	156,240	Sewer Improvements (SRF Loan)	6/39	166,448
7/09C	171,120	Sewer Improvements (SRF Loan)	6/39	182,267
4/10A	84,250	Sewer Improvements (SRF Loan)	6/40	107,350
4/10B	116,200	Sewer Improvements (SRF Loan)	6/40	143,557
6/10C-1	13,938	Sewer Improvements (SRF Loan)	6/32	21,405
6/10C-2	149,832	Sewer Improvements (SRF Loan)	6/32	160,542
5/11A	418,137	Sewer Improvements (SRF Loan)	6/42	555,204
1/11B	295,337	Sewer Improvements (SRF Loan)	6/41	338,980
5/11C	103,669	Sewer Improvements (SRF Loan)	6/41	125,239
12/11D	149,472	Sewer Improvements (SRF Loan)	6/43	212,530
5/12B	49,121	Sewer Improvements (SRF Loan)	6/42	60,510
5/12C	120,780	Sewer Improvements (SRF Loan)	6/43	171,378
5/12D	46,970	Sewer Improvements (SRF Loan)	6/42	64,751
11/12E	217,956	Sewer Improvements (SRF Loan)	6/43	275,174
11/12F	25,304	Sewer Improvements (SRF Loan)	6/43	31,916
11/12G	228,360	Sewer Improvements (SRF Loan)	6/44	339,158
4/13A	48,753	Sewer Improvements (SRF Loan)	6/43	73,666
6/13B	571,682	Sewer Revenue Refunding Bonds	6/34	782,596
1/14A	11,498	Sewer Improvements (SRF Loan)	6/34	15,197
2/14C	81,001	Sewer Improvements (SRF Loan)	6/34	112,174
2/14D	55,560	Sewer Improvements (SRF Loan)	6/34	76,739

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 02/05/20</u>
1/15A	86,118	Sewer Improvements (SRF Loan)	6/35	118,948
1/15B	2,363	Sewer Improvements (SRF Loan)	6/34	3,125
1/15C	24,000	Sewer Improvements (SRF Loan)	6/35	36,453
1/15E	329,843	Sewer Revenue Refunding Bonds	6/36	494,902
2/16A	69,286	Sewer Improvements (SRF Loan)	6/35	70,358
12/16E	13,568	Sewer Improvements (SRF Loan)	6/36	14,044
12/16F	278,000	Sewer Improvements (SRF Loan)	6/48	330,110
12/17A	378,480	Sewer Improvements (SRF Loan)	6/49	408,120
5/18A	41,832	Sewer Improvements (SRF Loan)	6/40	45,108
12/18D-1	107,400	Sewer Improvements (SRF Loan)	6/39	107,400
12/18D-2	85,920	Sewer Improvements (SRF Loan)	6/39	85,920
12/18E	121,362	Sewer Improvements (SRF Loan)	6/40	121,362
12/18F	64,440	Sewer Improvements (SRF Loan)	6/39	64,440
Total				\$6,296,295

See Notes below

The amounts above represent the City's share of the principal payments of the various issues. Other participating communities within the WRA area pay the remaining amounts. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

NOTES:

- 1) The City's flow-based share of the WRA's Series 2008A SRF loan outstanding in the amount of \$13,272,000.
- 2) The City's flow-based share of the WRA's Series 2008B SRF loan outstanding in the amount of \$5,280,000.
- 3) The City's flow-based share of the WRA's Series 2008D SRF loan outstanding in the amount of \$2,050,000.
- 4) The City's flow-based share of the WRA's Series 2009B SRF loan outstanding in the amount of \$6,797,000.
- 5) The City's flow based share of the WRA's Series 2009C SRF loan outstanding in the amount of \$7,443,000.
- 6) The City's flow based share of the WRA's Series 2010A SRF loan outstanding in the amount of \$7,103,000.
- 7) The City's flow based share of the WRA's Series 2010B SRF loan outstanding in the amount of \$5,849,000.
- 8) The City's flow based share of the WRA's Series 2010C-1 SRF loan outstanding in the amount of \$1,994,000.
- 9) The City's flow based share of the WRA's Series 2010C-2 SRF loan outstanding in the amount of \$15,860,800.
- 10) The City's flow based share of the WRA's Series 2011A SRF loan outstanding in the amount of \$53,192,000.
- 11) The City's flow based share of the WRA's Series 2011B SRF loan outstanding in the amount of \$13,784,000.
- 12) The City's flow based share of the WRA's Series 2011C SRF loan outstanding in the amount of \$8,270,000.
- 13) The City's flow based share of the WRA's Series 2011D SRF loan outstanding in the amount of \$14,017,000.
- 14) The City's flow based share of the WRA's Series 2012B SRF loan outstanding in the amount of \$2,456,000.
- 15) The City's flow based share of the WRA's Series 2012C SRF loan outstanding in the amount of \$16,392,000.
- 16) The City's flow based share of the WRA's Series 2012D SRF loan outstanding in the amount of \$6,204,000.

- 17) The City's flow based share of the WRA's Series 2012E SRF loan outstanding in the amount of \$11,161,000.
- 18) The City's flow based share of the WRA's Series 2012F SRF loan outstanding in the amount of \$1,295,000.
- 19) The City's flow based share of the WRA's Series 2012G SRF loan outstanding in the amount of \$22,366,000.
- 20) The City's flow based share of the WRA's Series 2013A SRF loan outstanding in the amount of \$7,052,000.
- 21) The City's flow based share of the WRA's Series 2013B Refunding Bonds outstanding in the amount of \$48,730,000.
- 22) The City's flow based share of the WRA's Series 2014A SRF loan outstanding in the amount of \$1,495,000.
- 23) The City's flow based share of the WRA's Series 2014C SRF loan outstanding in the amount of \$4,676,000.
- 24) The City's flow based share of the WRA's Series 2014D SRF loan outstanding in the amount of \$5,195,000.
- 25) The City's flow based share of the WRA's Series 2015A SRF loan outstanding in the amount of \$8,057,000.
- 26) The City's flow based share of the WRA's Series 2015B SRF loan outstanding in the amount of \$307,000.
- 27) The City's flow based share of the WRA's Series 2015C SRF loan outstanding in the amount of \$1,521,000.
- 28) The City's flow based share of the WRA's Series 2015E Refunding Bonds outstanding in the amount of \$29,665,000.
- 29) The City's flow based share of the WRA's Series 2016A SRF loan outstanding in the amount of \$6,896,000.
- 30) The City's flow based share of the WRA's Series 2016E SRF loan outstanding in the amount of \$581,000.
- 31) The City's flow based share of the WRA's Series 2016F SRF loan outstanding in the amount of \$40,000,000.
- 32) The City's flow based share of the WRA's Series 2017A SRF loan outstanding in the amount of \$38,000,000.
- 33) The City's flow based share of the WRA's Series 2018A SRF loan outstanding in the amount of \$4,200,000.
- 34) The City's flow based share of the WRA's Series 2018D-1 SRF loan outstanding in the amount of \$10,000,000.
- 35) The City's flow based share of the WRA's Series 2018D-2 SRF loan outstanding in the amount of \$8,000,000.
- 36) The City's flow based share of the WRA's Series 2018E SRF loan outstanding in the amount of \$11,300,000.
- 37) The City's flow based share of the WRA's Series 2018F SRF loan outstanding in the amount of \$6,000,000.

Des Moines Metropolitan Wastewater Reclamation Authority Proposed Payment Obligations

WRA has authorized and is planning to issue the following State Revolving Fund Loans within the near future. The amounts below represent the City's share of the debt service payments of the proposed issues. Other participating communities of the WRA pay the remaining amount. Flow-based allocations are subject to change on an annual basis; as such the amount outstanding may be greater than the amount issued due to fluctuations in flow.

<u>Date of Issue</u>	<u>Original Amount</u>	<u>Purpose</u>	<u>Final Maturity</u>	<u>Principal Outstanding As of 02/05/20</u>
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TBD	\$128,236	Sewer Improvements (SRF)	6/39	\$128,236 ¹⁾
TBD	117,549	Sewer Improvements (SRF)	6/40	117,549 ²⁾
TBD	111,138	Sewer Improvements (SRF)	6/41	111,138 ³⁾
TBD	111,019	Sewer Improvements (SRF)	6/51	<u>111,019</u> ⁴⁾
Total				\$467,942

- 1) The City's flow-based share of the WRA's proposed SRF Loan in the amount of \$11,940,000.
- 2) The City's flow-based share of the WRA's proposed SRF Loan in the amount of \$10,945,000.
- 3) The City's flow-based share of the WRA's proposed SRF Loan in the amount of \$10,348,000.
- 4) The City's flow-based share of the WRA's proposed SRF Loan in the amount of \$10,337,000.

OVERLAPPING DEBT

<u>Taxing District</u>	<u>1/1/2018 Taxable Valuation</u> ¹⁾	<u>Portion of Taxable Valuation Within the City</u>	<u>Percent In City</u>	<u>G.O. Debt</u> ²⁾	<u>City's Proportionate Share</u>
Polk County	\$27,109,439,531	\$248,600,876 ³⁾	0.92%	\$254,626,000	\$2,342,559
Bondurant-Farrar CSD	570,606,704	248,580,528	43.56%	23,290,000	10,145,124
Southeast Polk CSD	2,251,208,779	20,348	0.00%	10,550,000	0
Des Moines Area Comm. College	50,504,396,751	248,600,876 ³⁾	0.49%	118,730,000	<u>581,777</u>

City's Share of Total Overlapping
Debt

\$13,069,460

- 1) Taxable Valuation is less military exemption and includes Ag. Land & Buildings, Taxable TIF Increment and all Utilities.
- 2) Includes general obligation bonds, PPEL notes, certificates of participation and new jobs training certificates.
- 3) Includes city-exempt Phase In and Phase In Ag valuations in the amount of \$260,953.

DEBT RATIOS

	<u>G.O. Debt</u>	<u>Debt/Actual Market Value (\$409,974,881) ¹⁾</u>	<u>Debt/5,493 Population</u> ²⁾
Total General Obligation Debt	\$16,400,000	4.00%	\$2,985.62
City's Share of Total Overlapping Debt	\$13,069,460	3.19%	\$2,379.29

- 1) Based on the City's 1/1/2018 100% Actual Valuation; includes Ag Land, Ag Buildings, all Utilities and TIF Increment.
- 2) Population based on the City's 2015 Special City Census.

INTERNAL CONTROLS AND COMPLIANCE SECTION



FALLER, KINCHELOE & CO, PLC

Certified Public Accountants

Independent Auditor's Report on Internal Control
over Financial Reporting and on Compliance and Other Matters
Based on an Audit of Financial Statements Performed in Accordance with
Government Auditing Standards

To the Honorable Mayor and
Members of the City Council:

We have audited in accordance with U.S. generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business type activities, each major fund and the aggregate remaining fund information of the City of Bondurant, Iowa (City) as of and for the year ended June 30, 2020, and the related Notes to Financial Statements, which collectively comprise the City's basic financial statements, and have issued our report thereon date March 26, 2021. Our report expressed unmodified opinions on the financial statements which were prepared on the basis of cash receipts and disbursements, a basis of accounting other than U.S. generally accepted accounting principles.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting to determine the audit procedures appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility a material misstatement of the City's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We did identify deficiencies in internal control, described in the accompanying Schedule of Findings as items I-A-20 and I-B-20 we consider to be material weaknesses.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under Government Auditing Standards. However, we noted certain immaterial instances of non-compliance or other matters which are described in the accompanying Schedule of Findings.

Comments involving statutory and other legal matters about the City's operations for the year ended June 30, 2020 are based exclusively on knowledge obtained from procedures performed during our audit of the financial statements of the City. Since our audit was based on tests and samples, not all transactions that might have had an impact on the comments were necessarily audited. The comments involving statutory and other legal matters are not intended to constitute legal interpretations of those statutes.

City's Responses to the Findings

The City's responses to the findings identified in our audit are described in the accompanying Schedule of Findings. The City's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

We would like to acknowledge the many courtesies and assistance extended to us by personnel of the City during the course of our audit. Should you have any questions concerning any of the above matters, we shall be pleased to discuss them with you at your convenience.



FALLER, KINCHELOE & CO., PLC 03/26/2021

City of Bondurant

Schedule of Findings

Year ended June 30, 2020

Part I: Findings Related to the Financial Statements:

INTERNAL CONTROL DEFICIENCIES:

I-A-20 Preparation of Financial Statements

Criteria - A properly designed system of internal control over financial reporting includes the preparation of an entity's financial statements and accompanying notes to the financial statements by internal personnel of the entity.

Condition - As auditors, we were requested to draft the financial statements and accompanying notes to the financial statements. It is the responsibility of management and those charged with governance to make the decision whether to accept the degree of risk associated with this condition because of cost or other considerations.

Cause - We recognize that with a limited number of office employees, preparation of the financial statements and accompanying notes to the financial statements is difficult.

Effect - The effect of this condition is that the year-end financial reporting is prepared by a party outside of the City. The outside party does not have the constant contact with ongoing financial transactions.

Recommendation - We recommend that City officials continue reviewing operating procedures in order to obtain the maximum internal control possible under the circumstances to enable staff to draft the financial statements and accompanying notes to the financial statements internally.

Response - This issue relates to auditor independence, and we accept the risk associated with not being able to prepare these documents and apply accounting principles in accordance with another comprehensive basis of accounting. Management does complete view and analysis of all documents produce by the auditors.

Conclusion - Response acknowledged.

I-B-20 Financial Reporting

Criteria - A deficiency in internal control over financial reporting exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements of the financial statements on a timely basis. Properly designed policies and procedures and implementation of the policies and procedures are an integral part of ensuring the reliability and accuracy of the City's financial statements.

Condition – An instance was noted where, receipts on TIF bond proceeds were received into the TIF Special Revenue Fund, rather than the Capital Project Funds. These transactions were recorded in the accounting system and transferred to the correct fund, but were not properly recorded in the accounting system in accordance with the cash basis of accounting.

Cause – City policies do not require and procedures have not been established to provide for an independent review of receipts, disbursements and postings to the correct fund to ensure the City's financial statements are properly recorded in the accounting system in accordance with the cash basis of accounting.

Effect – Lack of City policies and procedures resulted in City employees not detecting these issues in the normal course of performing their assigned functions. As a result, reclassifications to the City's financial statements were necessary.

Recommendation – The City should establish procedures to ensure all receipts and disbursements are properly recorded and reported in the City's financial statements in accordance with the cash basis of accounting.

Response – In the future, we will ensure all transactions are properly recorded in the accounting system in accordance with the cash basis of accounting. The City does have procedures in place to prevent entry errors. However, revenue classification was erroneously interpreted.

Conclusion – Response acknowledged.

INSTANCES OF NON-COMPLIANCE:

No matters were noted.

Part II: Other Findings Related to Required Statutory Reporting:

II-A-20 Certified Budget – Disbursements during the year ended June 30, 2020 did not exceed the amounts budgeted.

II-B-20 Questionable Disbursements – No disbursements that may not meet the requirements of public purpose as defined in an Attorney General's opinion dated April 25, 1979 were noted.

II-C-20 Travel Expense - No disbursements of City of Bondurant (City) money for travel expenses of spouses of City officials or employees were noted.

II-D-20 Business Transactions – Business transactions between the City and City officials or employees are detailed as follows:

<u>Name, Title, and Business Connection</u>	<u>Transaction/ Description</u>	<u>Amount</u>
Boyce Bailey, City Employee, Spouse of Michele Bailey, independent contractor	Community Beautification	\$ 500

In accordance with Chapter 362.5(3)(j) of the Code of Iowa, the transactions with the above employee does not appear to represent a conflict of interest since total transactions with the individual were less than \$6,000 during the fiscal year.

II-E-20 Restricted Donor Activity – No transactions were noted between the City, City officials, City employees and restricted donors in compliance with Chapter 68B of the Code of Iowa

II-F-20 Bond Coverage - Surety bond coverage of City officials and employees is in accordance with statutory provisions. The amount of coverage should be reviewed annually to ensure that the coverage is adequate for current operations.

II-G-20 City Council Minutes – No transactions were found that we believe should have been approved in the Council minutes but were not. However, instances were noted where the City Council minutes were not signed by the City Clerk, as required by Chapter 380.7 of the Code of Iowa.

We also noted that total disbursements from each city fund, and a summary of all receipts was not published in the newspaper, as required by Chapter 372.13(6) of the Code of Iowa.

Recommendation – The City should implement procedures to ensure the City Council minutes are signed in accordance with the requirements of the Code of Iowa. In addition, the City should ensure that total disbursements from each city fund and a summary of all receipts are published in the newspaper, as required by Chapter 372.13(6) of the Code of Iowa.

Response – The City implemented new accounting software in September 2019. The new reports available from the provider did not meet the requirements. The City has been working with their report designing team to create a report that meets the requirements in Chapter 372.13(6) of the Code of Iowa. An expected date for the reports to be in use is by the beginning of FY22.

Conclusion – Response acknowledged.

II-H-20 Deposits and Investments – No instances of non-compliance with the deposit and investment provisions of Chapter 12B and 12C of the Code of Iowa and the City's investment policy were noted.

II-I-20 Revenue Bonds – No instances of non-compliance with the revenue note resolutions were noted.

II-J-20 Deficit Fund – The Special Revenue, Urban Renewal Tax Increment Fund had a deficit balance of \$24,943 at June 30, 2020.

Recommendation – The City implement procedures to eliminate the deficit in the Special Revenue, Urban Renewal Tax Increment Fund.

Response – The deficit balance was due to a delay in property taxes paid. During the global pandemic many people and businesses differed paying their property taxes, which created a lag in fund flow. The City had planned year-end transfers in the Budget. Management determined that showing the negative fund balance in the Tax Increment Fund, rather than not follow the Budgeted fund flows, was the most transparent way to show the situation.

Conclusion – Response acknowledged.

II-K-20 Tax Increment Financing (TIF) Transactions – An instance was noted where the City overpaid a developer by approximately \$3,000 in fiscal year 2020.

Recommendation – The City implement procedures to ensure all disbursements and transfers from the Special Revenue, Urban Renewal Tax Increment Fund are supported by adequate documentation.

Response – There was a miscalculation in the reimbursement payment. As the agreement ends and all payments associated with this agreement have been made as of spring 2021, this will not be a repeat issue.

Conclusion – Response acknowledged.

II-L-20 Annual Urban Renewal Report – The Annual Urban Renewal Report was properly approved and certified to the Iowa Department of Management on or before December 1. However, the City's debt balances, receipts and ending cash balances reported on the Levy Authority Summary do not agree with the City's records.

Recommendation – The City should ensure the balances reported on the Levy Authority Summary agree with the City's records.

Response – We will implement this recommendation and ensure it is reviewed for entry errors.

Conclusion – Response acknowledged.



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00435 - PYPKT00201 - 03/29/2021-04/11/2021

PAID 04/16/2021

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: 15,547.83
INV0001026	Invoice	4/16/2021	4/16/2021	5/1/2021	4/16/2021	1,164.57	0.00	0.00	0.00	1,164.57
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 5/1/2021			Bank Draft:	DFT0000905
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,164.57	0.00	0.00	0.00		1,164.57
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,164.57	0%				
INV0001029	Invoice	4/16/2021	4/16/2021	5/1/2021	4/16/2021	11,556.44	0.00	0.00	0.00	11,556.44
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 5/1/2021			Bank Draft:	DFT0000908
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	11,556.44	0.00	0.00	0.00		11,556.44
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				11,556.44	100.00%				
INV0001030	Invoice	4/16/2021	4/16/2021	5/1/2021	4/16/2021	754.06	0.00	0.00	0.00	754.06
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 5/1/2021			Bank Draft:	DFT0000909
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
EBS ADMIN COST	Service		0.00	0.00	754.06	0.00	0.00	0.00		754.06
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				754.06	0%				
INV0001032	Invoice	4/16/2021	4/16/2021	5/1/2021	4/16/2021	903.18	0.00	0.00	0.00	903.18
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 5/1/2021			Bank Draft:	DFT0000911
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
LIFE & DIS PRINCIPAL	Service		0.00	0.00	903.18	0.00	0.00	0.00		903.18
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				903.18	0%				
INV0001033	Invoice	4/16/2021	4/16/2021	5/1/2021	4/16/2021	1,007.48	0.00	0.00	0.00	1,007.48
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 5/1/2021			Bank Draft:	DFT0000912
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	1,007.48	0.00	0.00	0.00		1,007.48
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				1,007.48	0%				
INV0001034	Invoice	4/16/2021	4/16/2021	5/1/2021	4/16/2021	162.10	0.00	0.00	0.00	162.10
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 5/1/2021			Bank Draft:	DFT0000913

Payable Register

Packet: APPKT00435 - PYPKT00201 - 03/29/2021-04/11/2021 PAID 04/16/2021

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	162.10	0.00	0.00	0.00	162.10	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2132	VISION WITHHOLDING				162.10	0%				

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

Vendor Total: 325.00

INV0001028	Invoice	4/16/2021	4/16/2021	4/30/2021	4/16/2021	325.00	0.00	0.00	0.00	325.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 4/30/2021		Bank Draft:	DFT0000907	

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	0%				

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

Vendor Total: 208.23

INV0001038	Invoice	6/25/2021	6/25/2021	6/25/2021	6/25/2021	208.23	0.00	0.00	0.00	208.23
Unemployment Insurance	AP Bank Code - AP Bank				No	Payment Date: 6/25/2021		Bank Draft:	DFT0000917	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Unemployment Insurance	NA		0.00	0.00	208.23	0.00	0.00	0.00	208.23	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2122	STATE WITHHOLDING				208.23	100.00%				

Vendor: [0239 - IPERS](#)

Vendor Total: 9,576.63

INV0001031	Invoice	4/16/2021	4/16/2021	4/30/2021	4/16/2021	369.69	0.00	0.00	0.00	369.69
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 4/30/2021		Bank Draft:	DFT0000910	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	369.69	0.00	0.00	0.00	369.69	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2123	IPERS WITHHOLDING				369.69	0%				

INV0001035	Invoice	4/16/2021	4/16/2021	4/30/2021	4/16/2021	9,206.94	0.00	0.00	0.00	9,206.94
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 4/30/2021		Bank Draft:	DFT0000914	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	2,223.44	0.00	0.00	0.00	2,223.44	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2123	IPERS WITHHOLDING				2,223.44	0%				

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	6,983.50	0.00	0.00	0.00	6,983.50	
Distributions										
Account Number	Account Name		Project	Account Key	Amount	Percent				
112-050-2123	IPERS WITHHOLDING				6,983.50	0%				

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 13,395.68

INV0001037	Invoice	4/16/2021	4/16/2021	4/16/2021	4/16/2021	13,395.68	0.00	0.00	0.00	13,395.68
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 4/16/2021		Bank Draft:	DFT0000916	

Payable Register

Packet: APPKT00435 - PYPKT00201 - 03/29/2021-04/11/2021 PAID 04/16/2021

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	
Social Security Withholding	NA		0.00	0.00	7,157.62	0.00	0.00	0.00	7,157.62	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				7,157.62	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding	NA		0.00	0.00	1,673.96	0.00	0.00	0.00	1,673.96	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				1,673.96	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld	NA		0.00	0.00	4,564.10	0.00	0.00	0.00	4,564.10	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
670-050-2120	FEDERAL WITHHOLDING				4.11	0.09%				
001-050-2120	FEDERAL WITHHOLDING				2,908.51	63.73%				
741-050-2120	FEDERAL WITHHOLDING				124.64	2.73%				
610-050-2120	FEDERAL WITHHOLDING				479.64	10.51%				
600-050-2120	FEDERAL WITHHOLDING				507.42	11.12%				
110-050-2120	FEDERAL WITHHOLDING				539.78	11.83%				

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

Vendor Total: 1,447.06

INV0001027	Invoice	4/16/2021	4/16/2021	4/16/2021	4/16/2021	1,447.06	0.00	0.00	0.00	1,447.06
Payroll Deduction	AP Bank Code - AP Bank			No	Payment Date: 4/16/2021			Bank Draft:	DFT0000906	

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%				

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

Vendor Total: 2,279.26

INV0001036	Invoice	4/16/2021	4/16/2021	4/30/2021	4/16/2021	2,279.26	0.00	0.00	0.00	2,279.26
State Tax Withholding	AP Bank Code - AP Bank			No	Payment Date: 4/30/2021			Bank Draft:	DFT0000915	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
State Tax Withholding	NA		0.00	0.00	2,279.26	0.00	0.00	0.00	2,279.26	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
670-050-2122	STATE WITHHOLDING				7.28	0.32%				
110-050-2122	STATE WITHHOLDING				254.91	11.18%				
610-050-2122	STATE WITHHOLDING				239.47	10.51%				
741-050-2122	STATE WITHHOLDING				66.21	2.90%				
600-050-2122	STATE WITHHOLDING				257.66	11.30%				
001-050-2122	STATE WITHHOLDING				1,453.73	63.78%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	13	42,779.69	0.00	0.00	0.00	42,779.69	42,779.69	0.00
Grand Total:		42,779.69	0.00	0.00	0.00	42,779.69	42,779.69	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	2,908.51
001-050-2122	STATE WITHHOLDING	1,453.73
001-050-2130	ICMA-RC	325.00
Total:		4,687.24

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	539.78
110-050-2122	STATE WITHHOLDING	254.91
Total:		794.69

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	8,831.58
112-050-2122	STATE WITHHOLDING	208.23
112-050-2123	IPERS WITHHOLDING	9,576.63
112-050-2124	HEALTH INSURANCE WITHHOLDING	14,221.16
112-050-2125	DENTAL INSURANCE	1,164.57
112-050-2132	VISION WITHHOLDING	162.10
Total:		34,164.27

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	507.42
600-050-2122	STATE WITHHOLDING	257.66
Total:		765.08

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	479.64
610-050-2122	STATE WITHHOLDING	239.47
Total:		719.11

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	4.11
670-050-2122	STATE WITHHOLDING	7.28
Total:		11.39

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	124.64
741-050-2122	STATE WITHHOLDING	66.21
Total:		190.85

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	1,447.06
Total:		1,447.06



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00436 - PYPKT00201 - 03/29/2021-04/11/2021

PAID 04/16/2021

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0106 - COLLECTION SERVICES CENTER									Vendor Total:	254.77
INV0001025	Invoice	4/16/2021	4/16/2021	4/16/2021	4/16/2021	254.77	0.00	0.00	0.00	254.77
Child Support	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Case # 889222	NA		0.00	0.00	254.77	0.00	0.00	0.00	254.77	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-050-2127	CHILD SUPPORT WITHHOLDING				254.77	0%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	254.77	0.00	0.00	0.00	254.77	0.00	254.77
Grand Total:		254.77	0.00	0.00	0.00	254.77	0.00	254.77

Account Summary

Account	Name	Amount
001-050-2127	CHILD SUPPORT WITHHOLDING	254.77
Total:		254.77



Check Register

Packet: APPKT00433 - 4/9/21 FOR MEETING ON 4/19/21

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0073	BRICK,GENTRY,BOWERS,SWARTZ &	04/09/2021	Regular	0.00	922.50	58231
1228	CINTAS CORPORATION #762	04/09/2021	Regular	0.00	719.69	58232
	Void	04/09/2021	Regular	0.00	0.00	58233
	Void	04/09/2021	Regular	0.00	0.00	58234
0097	CITY OF DES MOINES	04/09/2021	Regular	0.00	66,382.40	58235
2075	CORE & MAIN LP	04/09/2021	Regular	0.00	980.69	58236
0145	DIAM PEST CONTROL	04/09/2021	Regular	0.00	75.00	58237
1372	ELDER CORPORATION	04/09/2021	Regular	0.00	25,968.00	58238
2246	ETECH	04/09/2021	Regular	0.00	408.75	58239
1126	HALLETT MATERIALS	04/09/2021	Regular	0.00	511.49	58240
1167	KEY COOPERATIVE	04/09/2021	Regular	0.00	580.36	58241
2340	KOCH OFFICE GROUP	04/09/2021	Regular	0.00	49.00	58242
0286	METRO WASTE AUTHORITY	04/09/2021	Regular	0.00	28,297.40	58243
2192	OMNI EMS	04/09/2021	Regular	0.00	934.29	58244
0343	POLK COUNTY RECORDER	04/09/2021	Regular	0.00	22.00	58245
0619	RACOM CORPORATION	04/09/2021	Regular	0.00	1,675.40	58246
2353	ROGNES CORPORATION	04/09/2021	Regular	0.00	27,298.25	58247
2336	RYAN COMPANIES US INC.	04/09/2021	Regular	0.00	26,262.18	58248
1446	THE SHERWIN WILLIAMS CO	04/09/2021	Regular	0.00	51.71	58249
0564	STOREY KENWORTHY/MATT PARROTT	04/09/2021	Regular	0.00	173.24	58250
2227	TYLER TECHNOLOGIES INC	04/09/2021	Regular	0.00	156.25	58251
1161	VEENSTRA & KIMM, INC.	04/09/2021	Regular	0.00	57,857.62	58252
0433	WILLIAMSONS REPAIR	04/09/2021	Regular	0.00	53.45	58253
2249	Kabel Business Industries	04/06/2021	Bank Draft	0.00	270.00	DFT0000898
1148	MCANINCH CORPORATION	04/12/2021	Bank Draft	0.00	74,711.42	DFT0000899
0144	DES MOINES WATER WORKS	04/20/2021	Bank Draft	0.00	24,748.91	DFT0000900
0144	DES MOINES WATER WORKS	04/20/2021	Bank Draft	0.00	58,711.82	DFT0000901
0144	DES MOINES WATER WORKS	04/20/2021	Bank Draft	0.00	22.00	DFT0000902

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	41	21	0.00	239,379.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	2	0.00	0.00
Bank Drafts	5	5	0.00	158,464.15
EFT's	0	0	0.00	0.00
	46	28	0.00	397,843.82

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2021	397,843.82
			<u>397,843.82</u>



Payroll Check Register

Checks

Pay Period: 3/29/2021-4/11/2021

Packet: PYPKT00201 - 03/29/2021-04/11/2021 PAID 04/16/2021

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
CHRISTIAN, MARGARET L	3129	Regular	04/16/2021	954.01	1034



Payroll Check Register

Direct Deposits

Pay Period: 3/29/2021-4/11/2021

Packet: PYPKT00201 - 03/29/2021-04/11/2021 PAID 04/16/2021

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	04/16/2021	245.27	101453
BAILEY, BOYCE E	7104	04/16/2021	1,166.43	101454
BERGESON, JOHN W	7121	04/16/2021	1,479.80	101455
BRIGGS, ASHTON S	1511	04/16/2021	629.68	101456
CARPENTER, JOHN C	5129	04/16/2021	1,258.17	101457
COLLINS JR, ANTHONY M	9152	04/16/2021	1,024.82	101458
COLLINS JR, ANTHONY M	9152	04/16/2021	30.00	101458
COLLISON, PATRICK F	5103	04/16/2021	1,772.36	101459
CORY, JOHN P	7120	04/16/2021	1,101.07	101460
ELLIOTT, KYLE	1568	04/16/2021	487.53	101461
FELD, SHARON D	3138	04/16/2021	735.66	101462
GERDNER, RONALD L	7122	04/16/2021	1,359.94	101463
HAGAN, SHELBY L	5118	04/16/2021	1,510.92	101464
HARMISON, TROY G	1503	04/16/2021	1,178.12	101465
HIGGINS, DAVID P	7105	04/16/2021	1,149.80	101466
HORTON, JOHN C	7112	04/16/2021	100.00	101467
HORTON, JOHN C	7112	04/16/2021	2,045.69	101467
HUFF, TIMOTHY J	1559	04/16/2021	1,205.37	101468
JESS, JENE N	5123	04/16/2021	2,188.89	101469
JOHNSON, ANNASTASHA	5130	04/16/2021	960.64	101470
KLINKER-FELD, MICHELL M	3135	04/16/2021	1,468.42	101471
KREUDER, AARON M	1441	04/16/2021	2,267.66	101472
LUNDQUIST, BRADLEY D	1555	04/16/2021	62.25	101473
MARSHMAN, CRAIG A	5125	04/16/2021	1,300.42	101474
MOBERLY, PENELOPE A	1529	04/16/2021	525.57	101475
MORRIS, REBECCA L	1504	04/16/2021	1,590.24	101476
MURRAY, MARGARET	5126	04/16/2021	2,125.53	101477
OLIVER, MARKETA S	8403	04/16/2021	2,766.47	101478
OLIVER, MARKETA S	8403	04/16/2021	300.00	101478
REYNOLDS, RAY A	1537	04/16/2021	512.69	101479
SANDERS, JILL C	3128	04/16/2021	1,867.66	101480
SCHINCKE, MEGAN	3137	04/16/2021	797.50	101481
SCHINCKE, MEGAN	3137	04/16/2021	341.79	101481
SMITH, PATRICIA E	1478	04/16/2021	458.43	101482
SPOERRY, DANIELLE M	1527	04/16/2021	1,034.79	101483
SUMMERS, ALAN C	1534	04/16/2021	704.44	101484
VAN HOUTEN, NICOLE M	5121	04/16/2021	1,180.30	101485



Payroll Check Register

Report Summary

Pay Period: 3/29/2021-4/11/2021

Packet: PYPKT00201 - 03/29/2021-04/11/2021 PAID 04/16/2021

Payroll Set: City of Bondurant, IA - 01

Type	Count	Amount
Regular Checks	1	954.01
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	37	40,934.32
Total	38	41,888.33



Refund Check Register

Refund Check Detail

UBPKT01584 - Refunds 01 UBPKT01582 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01111-02	LAURIE BERRY	4/6/2021	58195	100.00	100	ICASH	100.00	Deposit
01-01573-02	KELSIE CHRISTENSEN	4/6/2021	58196	100.00	100		100.00	Deposit
01-01630-01	HAPPE HOMES LLP	4/6/2021	58197	100.00	100	665761 #11	100.00	Deposit
01-01647-02	DALTON SANFORD	4/6/2021	58198	60.14			60.14	Generated From Billing
01-01684-04	BRYANT, LORI JOANNE	4/6/2021	58199	96.92			96.92	Generated From Billing
01-01769-01	GREENLAND HOMES INC	4/6/2021	58200	150.00	100	165110 #18	150.00	Deposit
01-01769-02	ERIC MCGEE	4/6/2021	58201	119.41			119.41	Generated From Billing
01-01851-01	TANZANITE HOMES	4/6/2021	58202	100.00	100	868668 #73	100.00	Deposit
01-01858-02	KATHARINE BIGG	4/6/2021	58203	16.72			16.72	Generated From Billing
01-02032-03	SWIFT PROPERTIES LLC	4/6/2021	58204	100.00	100	665800 #14	100.00	Deposit
01-02401-08	WILKE, BRIAN	4/6/2021	58205	131.76			131.76	Generated From Billing
01-02416-02	SEAN O'CONNER	4/6/2021	58206	100.00	100	562990	100.00	Deposit
01-02554-00	ANGELA MCKENZIE	4/6/2021	58207	100.00	100	650398	100.00	Deposit
01-02590-00	KELLY NUNN	4/6/2021	58208	150.00	100	528709 #23	150.00	Deposit
01-02905-01	LLC, CHATEAU HOMES	4/6/2021	58209	200.00	100	164634 #12	200.00	Deposit
01-03074-01	LUKE TERHUNE	4/6/2021	58210	100.00	100	462724	100.00	Deposit
01-03183-09	CHRIS AILTS	4/6/2021	58211	100.00	100	437164 #MO	100.00	Deposit
01-03183-11	MICHAEL PRATT	4/6/2021	58212	56.84			56.84	Generated From Billing
01-03526-01	CLASSIC BUILDERS	4/6/2021	58213	100.00	100	868632 #19	100.00	Deposit
01-03543-01	DR HORTON IOWA LLC	4/6/2021	58214	150.00	100	165156 #90	150.00	Deposit
01-03564-01	DR HORTON LLC	4/6/2021	58215	150.00	100	627759 #94	150.00	Deposit
01-03569-09	KUPER, CANNON	4/6/2021	58216	159.59			159.59	Generated From Billing
01-03605-01	GENESIS HOMES	4/6/2021	58217	150.00	100	528767 #92	150.00	Deposit
01-03676-01	PARKS CUSTOM HOMES	4/6/2021	58218	150.00	100	627754 #33	150.00	Deposit
05-02569-03	SANQUIST, CHRISTINE	4/6/2021	58219	125.17			125.17	Generated From Billing
05-02649-02	JRG GROUP LLC	4/6/2021	58220	125.17			125.17	Generated From Billing
06-02394-02	DANIEL BOWLIN	4/6/2021	58221	74.55			74.55	Generated From Billing
07-01025-02	SWIFT RESOLUTIONS	4/6/2021	58222	75.40			75.40	Generated From Billing
08-04900-00	J LARSON HOMES LLC	4/6/2021	58223	121.57			121.57	Generated From Billing
08-04904-00	J LARSON HOMES LLC	4/6/2021	58224	64.83			64.83	Generated From Billing
16-01305-00	TANZANITE HOMES	4/6/2021	58225	100.71			100.71	Generated From Billing
16-01327-00	IOWA, HORTON - LLC	4/6/2021	58226	121.57			121.57	Generated From Billing
16-01332-00	LLC, HORTON = IOWA	4/6/2021	58227	115.80			115.80	Generated From Billing
16-01358-00	GREENLAND HOMES	4/6/2021	58228	118.68			118.68	Generated From Billing
16-01359-00	REDWOOD BUILDERS	4/6/2021	58229	115.80			115.80	Generated From Billing
16-01400-00	GREENLAND HOMES	4/6/2021	58230	125.17			125.17	Generated From Billing
Total Refunds: 36			Total Refunded Amount:	4,025.80				

Revenue Code Summary

Revenue Code	Amount
100-DEP - WATER DEPOSIT	2100.00
996 - UNAPPLIED CREDITS	1925.80
Revenue Total:	4025.80

General Ledger Distribution

Posting Date: 04/06/2021

	Account Number	Account Name	Posting Amount	IFT
Fund:	600 - WATER			
	600-000-1101	CLAIM ON POOLED CASH	-4,025.80	Yes
	600-050-2141	APPLIED CREDITS	1,925.80	
	600-810-1-4730	METER DEPOSITS	2,100.00	
		600 Total:	0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-4,025.80	
	999-050-2300	DUE TO OTHER FUNDS	4,025.80	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



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

Item No. 5.f.
For Meeting of 4/19/2021
Applications

TITLE: Applications for Council Approval

CONTACT PERSON:
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS:

COMMISSION REVIEW/RECOMMENDATION:

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE:

STAFF RECOMMENDATION: Staff recommends approval.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Jazz Band Concert
2. April 19, 2021 Tax Abatement Applications
3. 2021 Farmers Market
4. 2021 Summerfest

CITY OF BONDURANT

SPECIAL EVENT APPLICATION

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

(Please Print)

Name of Event Afternoon of Jazz featuring the Bondurant-Farrar HS Jazz Band

Date of Event 4.18.2021 Location Depot

Starting Time 2:00 Ending Time 2:45 Setup Time 1:30

Contact Person Braden Wipperman

ph #1 515.957.8191 (school) ph #2 515.201.2428 (cell)

Email wippermanb@bfschools.org

Addl. Contact _____

ph #1 _____ ph #2 _____

Email _____

Type of Event

- A) Ceremony
- B) Company Activity
- C) Bike Event
- D) Race Event

☐
☐
☐
☐

- E) Fundraiser
- F) Cultural Event
- G) Other

☐
☒
☐

Describe the Event An opportunity for the community to enjoy a performance from the HS jazz band.

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

Event Details:

- | | |
|------------------------------|-----------------|
| •Number of people | <u>20 stud.</u> |
| •Open to the general public? | <u>Y</u> |
| •Tents | <u>N</u> |
| •Amplified Music | <u>Y</u> |
| •Banners/Signs | <u>N</u> |
| •Inflatable Houses/Toys | <u>N</u> |
| •Trash Containers | <u>N</u> |
| •Alcoholic Beverages | <u>N</u> |
| •Portable Toilets | <u>N</u> |

Vendors:

- Number of Vendors
- List of Vendors

- Banners/Signs: If yes, describe type, number and location.

None

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

•Alcoholic Beverages: If yes, please be aware off-duty law enforcement may be required (contact the Polk County Sherriff's office at 515-286-3333) and be aware of the City of Bondurant Code 45.02: A person shall not use or consume alcohol liquor in any public place, except premises covered by a liquor control license.... A person shall not be intoxicated or simulate intoxication in public place.

- Trash and debris cleanup: depending on the event participants, a dumpster may be required. Also, Metro Waste Authority offers Event Recycling Stands that should be considered.

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

None

Traffic & Emergency Safety:

Do you anticipate that your event will interfere with non-participating vehicle traffic (crowd and/or traffic control)?

Please provide a map of the route.

☐ YES ☒ NO

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

☐ YES ☒ NO

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

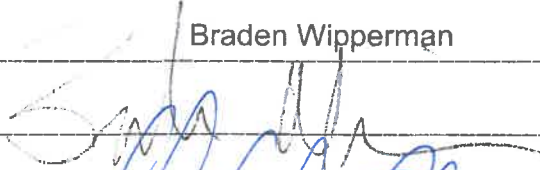
The liability insurance limits shall not be less than the following:

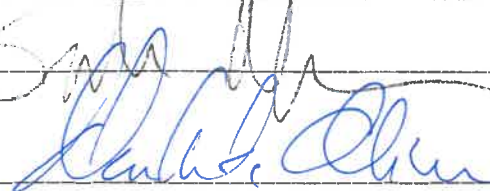
General Aggregate	\$1,000,000
Products-Completed Operations Aggregate	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one Fire)	\$1,000,000
Medical Expenses (Any one person)	\$5,000

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

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

Printed Name Braden Wipperman Date 3/11/20

Signature 

City Official Signature  Date 04.12.2021

The Privacy Act of 1974 requires that each individual asked or required to furnish personal information be advised of the following:
Authority: 5 P.L. 93-579

Purpose: To provide a contact in connection with permit activities.

Routine Uses: Permit is issued under the direction of the City Administrator. The names and address of those who obtain the permit are not reported, but are kept on file at the City of Bondurant to provide point of contact in case of emergency.

Tax Abatement Applications
April 19, 2021
City of Bondurant

Name	Address	Closing Date	Cost
Lorna Betts	3005 Wolf Creek Road, SW	12/4/2020	\$239,941.00
Matthew Rotert	602 Alpha Street, NW	4/1/2020	\$278,800.00
Kevin E. Fina	920 Grant Street, S	3/31/2021	\$431,362.00
Candis Watson	521 1 st Street, NW	7/6/2021	\$283,005.00
Jordyn Butcher	2320 Paine Street, NE	4/2/2021	\$296,000.00

CITY OF BONDURANT

SPECIAL EVENT APPLICATION

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

(Please Print)

Name of Event Bondurant Farmers Market

Date of Event Weds 5/5-10/27/2021 Location City Park

Starting Time 6:00 pm Ending Time 8:00 pm Setup Time 4:30 pm

Contact Person Amber Erickson

ph #1 515-451-5082 ph #2 _____

Email bondufarmersmarket@gmail.com

Addl. Contact _____

ph #1 _____ ph #2 _____

Email _____

Type of Event

- A) Ceremony ☐
- B) Company Activity ☐
- C) Bike Event ☐
- D) Race Event ☐

- E) Fundraiser ☐
- F) Cultural Event ☐
- G) Other ☒

Describe the Event Bondurant Farmers Market will include 50+ vendors (farm products, baked goods, crafts, & more), mobile food vendors/food trucks, possibly live music, and possibly activities

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

Event Details:

- Number of people 100-200
- Open to the general public? yes
- Tents yes
- Amplified Music occ.
- Banners/Signs yes
- Inflatable Houses/Toys no
- Trash Containers yes
- Alcoholic Beverages occ.
- Portable Toilets no

Vendors:

- Number of Vendors 50+
- List of Vendors

Farmers market vendors

Food trucks/mobile vendors (licensed w/ City)

The Whimsical Wine Trailer (on occasion; when licensed)

- Banners/Signs: If yes, describe type, number and location.

We request to place plastic yard signs at the intersections of Grant St SE and 2nd St SE and at Grant St SE and 3rd St SE stating Farmers Market, Wednesday 6-8 pm, City Park. Signs are yellow and black. Sign holders will push into the grass.

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

•Alcoholic Beverages: If yes, please be aware off-duty law enforcement may be required (contact the Polk County Sheriff's office at 515-286-3333) and be aware of the City of Bondurant Code 45.02: A person shall not use or consume alcohol liquor in any public place, except premises covered by a liquor control license.... A person shall not be intoxicated or simulate intoxication in public place.

•Trash and debris cleanup: depending on the event participants, a dumpster may be required. Also, Metro Waste Authority offers Event Recycling Stands that should be considered.

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

We request to close Main St. SE (between 2nd St SE & 3rd St SE) and 3rd St SE (between Main St SE & Lincoln St SE) so that vendors may back into angled parking stalls and set up on the inside and outside of the sidewalk. We request to use trash containers and restrooms already located within City Park. Music acts may use available electricity.

Traffic & Emergency Safety:

Do you anticipate that your event will interfere with non-participating vehicle traffic (crowd and/or traffic control)?

Please provide a map of the route.

☒ YES ☐ NO

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

☐ YES ☒ NO

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

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

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

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

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

Printed Name Amber Erickson Date 4/13/2021

Signature 

City Official Signature _____ Date _____

The Privacy Act of 1974 requires that each individual asked or required to furnish personal information be advised of the following:
Authority: 5 P.L. 93-579

Purpose: To provide a contact in connection with permit activities.

Routine Uses: Permit is issued under the direction of the City Administrator. The names and address of those who obtain the permit are not reported, but are kept on file at the City of Bondurant to provide point of contact in case of emergency.





OFFICE USE ONLY

Clerk Initials: _____

Date: _____

☐ Map Provided

Street Closing Application

Closure of all streets requires City Council approval. The City Clerk's Office will advise you of the date City Council will consider your street closure request – this may affect the date of your block party. Returning this application at least 60 days prior to the requested date(s) is recommended. The City of Bondurant has the right to deny street closure applications.

The applicant must make a reasonable attempt to obtain the signatures of everyone in the affected area.

Purpose of Street Closing: Farmers Market Date of Application: 04.14.2021

Name of Contact Person: Amber Erickson

Address of Contact Person: _____

Best Contact Phone # 515.451.5082 Email: bondufarmersmarket@gmail.com

Date of Street Closing: Weds. 5/5-10/27/2021 Time: From 4:30 To 8:30

City Code Section 53.03 3: For *commercially* zoned areas, the music end time is 12:00 midnight Sunday-Thursday and 2:00 AM Friday & Saturday. For *residential* zoned areas, the music end time per is 10:00 PM Sunday-Thursday and 12:00 midnight Friday & Saturday.

Optional Rain Date: _____

Street(s) to block off: Main Street S between 2nd Street SW and 3rd Street SW and 3rd St SE between Main and Lincoln

Attach a copy of a map showcasing the affected areas.

Intersections: _____ AND _____

Will the block party involve entertainment: Yes ☒ No ☐

If yes, please list the start & stop time of entertainment activities:

Start time: 6:00 End time: 8:00

If yes, please describe: (i.e.: music, inflatables, etc) occassional music is played druing the Market

Applicant Signature: _____

CITY OF BONDURANT

SPECIAL EVENT APPLICATION

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

(Please Print)

Name of Event BONDURANT SUMMERFEST 2021

Date of Event JUNE 14, 15 Location _____

Starting Time JUNE 14 6:00PM Ending Time JUNE 15 11:00PM Setup Time JUNE 13TH 8:00AM

Contact Person AL Ihde

ph #1 515-202-8282 ph #2 _____

Email AL-Ihde@Media.com bb.net

Addl. Contact Brian Deeds

ph #1 515-975-5597 ph #2 _____

Email bdeeds@ur.com

Type of Event

- A) Ceremony
- B) Company Activity
- C) Bike Event
- D) Race Event

☐
☐
☐
☐

- E) Fundraiser
- F) Cultural Event
- G) Other

☒
☐
☐

Describe the Event BONDURANT SUMMERFEST 2021, CARNIVAL
AND MANY OTHER VENDOR, Food Vendor, ~~AND~~ EVENTS
FOR KIDS, TRACTOR PULL, Little Princess

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

Event Details:

- Number of people _____
- Open to the general public? ☒
- Tents ☒
- Amplified Music _____
- Banners/Signs ☒
- Inflatable Houses/Toys _____
- Trash Containers ☒
- Alcoholic Beverages _____
- Portable Toilets ☒

Vendors:

- Number of Vendors 8
- List of Vendors

SPMS

Lions Club

CHRISTIAN Church

- Banners/Signs: If yes, describe type, number and location.

SIGNS TO PROMOTE SUMMERFEST WITH DATES & TIMES

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

•Alcoholic Beverages: If yes, please be aware off-duty law enforcement may be required (contact the Polk County Sheriff's office at 515-286-3333) and be aware of the City of Bondurant Code 45.02: A person shall not use or consume alcohol liquor in any public place, except premises covered by a liquor control license.... A person shall not be intoxicated or simulate intoxication in public place.

•Trash and debris cleanup: depending on the event participants, a dumpster may be required. Also, Metro Waste Authority offers Event Recycling Stands that should be considered.

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

Traffic & Emergency Safety:

Do you anticipate that your event will interfere with non-participating vehicle traffic (crowd and/or traffic control)?

Please provide a map of the route.

☐ YES ☒ NO

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

☐ YES ☒ NO

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

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

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

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

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

Printed Name Al Indy Date _____

Signature Al Indy

City Official Signature _____ Date _____

The Privacy Act of 1974 requires that each individual asked or required to furnish personal information be advised of the following:
Authority: 5 P.L. 93-579

Purpose: To provide a contact in connection with permit activities.

Routine Uses: Permit is issued under the direction of the City Administrator. The names and address of those who obtain the permit are not reported, but are kept on file at the City of Bondurant to provide point of contact in case of emergency.

NATIONWIDE MUTUAL INSURANCE COMPANY
1100 LOCUST ST DEPT 1100
DES MOINES, IA 50391-2000

21354
RENEWAL

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: ACP GLO 7114045435

Named Insured: BONDURANT MENS CLUB

Address: PO BOX 244
BONDURANT IA 50035-0244

Agent: AHI ASSET PRO LLC 14-21354-034
Address: WEST DES MOINES IA 50266 PRODUCER: DOUG LEE WHITEHEAD

Policy Period: From 05/28/20 to 05/28/21 12:01 A.M. standard time at the address of the named insured as stated herein.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

LIMITS OF INSURANCE

GENERAL AGGREGATE LIMIT (other than products-completed operations)	\$	2,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$	2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$	1,000,000
EACH OCCURRENCE LIMIT	\$	1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT (any one premises)	\$	100,000
MEDICAL EXPENSE LIMIT (any one person)	\$	5,000

Retroactive Date (CG0002 only)

The Named Insured is: NON-PROFIT ORG

Business of the Named Insured is: NON-PROFIT ORGANIZATION

Audit Period:

ENDORSEMENTS ATTACHED TO THIS POLICY

SEE COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS SCHEDULE

TOTAL ADVANCE PREMIUM \$ 600.00M

Replacement or
Renewal Number ACP GLO 7104045435

Countersigned By _____
Authorized Representative

GL-D (10-98)

DIRECT BILL MACH 20091

INSURED COPY

ACP GLO 7114045435

973043071

43

0002715

Summerfest 2021 June 14th to 15th Site Plan

June 13, 2021 Starting 12:00 PM



1. Area outlined in Red Sams Amusements will be located in those areas
2. Area outlined in black Sams Amusements will be parking their Trailers and Equipment.
3. Bondurant Men's Club is requesting the use of the Depot and the green space West of the Depot to place vendors and entertainment.
4. Kids Tractor Pull will still be located on 1st Street SW.



s, traffic and nearby places



OFFICE USE ONLY

Clerk Initials: _____

Date: _____

☐ Map Provided

Street Closing Application

Closure of all streets requires City Council approval. The City Clerk's Office will advise you of the date City Council will consider your street closure request – this may affect the date of your block party. Returning this application at least 60 days prior to the requested date(s) is recommended. The City of Bondurant has the right to deny street closure applications.

The applicant must make a reasonable attempt to obtain the signatures of everyone in the affected area.

Purpose of Street Closing: SUMMERFEST Date of Application: JUNE 13 - 15

Name of Contact Person: AL IHDE

Address of Contact Person: 200 5TH ST SE

Best Contact Phone # 515-202-8282 Email: ALIHDE@MEDISCAMB.NET

Date of Street Closing: JUNE 13 - 15 Time: From 800AM To 1100 PM

City Code Section 53.03 3: For *commercially* zoned areas, the music end time is 12:00 midnight Sunday-Thursday and 2:00 AM Friday & Saturday. For *residential* zoned areas, the music end time per is 10:00 PM Sunday-Thursday and 12:00 midnight Friday & Saturday.

Optional Rain Date: NONE

Street(s) to block off: MAIN ST - SEE ATTACHED MAP

Attach a copy of a map showcasing the affected areas.

Intersections: _____ AND _____

Will the block party involve entertainment: Yes ☐ No ☒

If yes, please list the start & stop time of entertainment activities:

Start time: _____ End time: _____

If yes, please describe: (i.e.: music, inflatables, etc) _____

Applicant Signature: AL IHDE

Summerfest 2021 June 14th to 15th Street Closure

June 13, 2021 Starting 12:00 PM



1. Main St SE at South Edge of Entrance (East Side) of Fire Station to South side of intersection at 2nd st SE
2. Railroad Street at Main St SE.
3. Parking Lot of Apartments at 12 Main Street SE.
4. 1st St SE from East side of Grant St S. to Alley West of Main St SE and East of Lincoln St SE on 1st St. SE.
5. 2nd St SE Alley (West of Main St SE) to East side of Intersection and 2nd St SE



DISPLAY INFORMATION

Please complete the following information printed in RED:

Display Date: June 15, 2021

Rain Date: June 16, 2021

Time of Display: 10:00 PM

Name of **Organization Purchasing** Display: City of Bondurant

Billing Address: Box 244

City, State, Zip: Bondurant, Iowa 50035

Telephone: 515-669-6432 Fax: 515-967-5732 E-mail: info@cityofbondurant.com

Name of **Contact Person**: Al Ihde

Contact Address: 200 5th St SE

City, State, Zip: Bondurant, Iowa 50035

Telephone: 515-202-8282 Fax: _____ E-mail: Al_ihde@mediacombb.net

Send **Invoice** to: see above

Billing Address: _____

City, State, Zip: _____

Telephone: _____ Fax: _____ E-mail: _____

FOR SALES REPRESENTATIVE



J&M Fired



1.4G



1.3G



PROXIMATE



HAND FIRE



FLAME

Sales Representative: Mark R. Johnson

Insurance Extension: ☒ YES or ☐ NO

Delivery Information: Customer Pick Up At: _____

On-Site Delivery: ☒

Driver Name: TBD

Telephone: _____

Delivery Address to Shoot Site: 300 GARFIELD ST SW (old football field - west side)

Delivery to Bunker: ☒ Location: Woodward Bunker

Shooter Contact Person: TBD

Telephone: _____

NOTES:

Proposal # 9363

Final Show \$: 3,920.00

Bonuses: X Prepayment X Multiple Year Agreement _____ Pick Up _____ Mileage: _____ (by air miles)

OFFICE USE ONLY

O# _____

C# _____

Customer PO# _____



tax exempt certificate received



Agreement received



Full payment



Down payment



permit received



IQ received



\$ _____



\$ _____



ATF permit Exp. _____



S/P _____



Date _____

Check# _____



Date _____

Check# _____



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of March, 2021, by and between J & M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Bondurant, Iowa, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$3,920.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of June 15 2021 at approximately 10:00 pm, weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Firing of Display (check one of the below options):

- ☐ Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.
- ☐ Buyer waives the services of Seller's technician. Buyer is a municipality or has a valid permit from the Bureau of Alcohol, Tobacco, Firearms & Explosives and will be firing the display.

2. Payment. The Buyer shall pay to the Seller (check one of the below options):

- ☐ the sum of \$1,000.00 as a down payment upon execution of this Agreement. The balance of \$2,920.00 shall be due and payable in full within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2%) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the show. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$3,920.00 in full by April 1, 2021 (70 days prior to event date).
The Buyer will receive the 8% prepayment bonus product in this fireworks display.
- ☐ \$3,920.00 in full by May 15, 2021 (30 days prior to event date).
The Buyer will receive the 5% prepayment bonus product in this fireworks display.

3. Postponement/Cancellation. Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

In the event the display is cancelled and not re-scheduled, J&M Displays, Inc. shall be entitled to 20% of the contract price for out of pocket expenses incurred in preparation for the show.

4. Rain Date. Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of June 16, 2021 or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

5. Insurance. If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

6. Buyer agrees to provide:

- (a) Sufficient area for the display, including a minimum spectator set back as determined by Seller.
- (b) Protection of the display area by roping off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Dry, clean sand, if needed, for firing.
- (e) Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.
- (f) Necessary local permits.

7. No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

8. It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

9. The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

10. Excluded Damages and Limitation of Liability. Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

(a) In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

(b) In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

11. Choice of Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BY:


J & M Displays, Inc.
SELLER

BY:


BUYER

Please include the DISPLAY INFORMATION FORM with this Agreement so your order is processed accurately.



FIREWORKS LIABILITY EXTENSION QUESTIONNAIRE

RETURN TO: dianah@jandmdisplays.com, kathys@jandmdisplays.com
 Fax: 267-392-3890 or mail to J&M Displays, Inc.
 18064 170th Avenue, Yarmouth, IA 52660

- ☐ Show Work Comp
☐ Special Instructions

CERTIFICATE HOLDER (NAMED INSURED): City of Bondurant, Iowa-Bondurant Men's Club

ADDRESS: Box 244

CITY: Bondurant

STATE: Iowa

ZIP: 50035

PHONE: 515-669-6432

FAX: 515-967-5732

EMAIL: info@cityofbondurant.com

EFFECTIVE DATE(S): June 15, 2021

RAIN DATE: June 16, 2021

ADDITIONAL NAMED INSURED:

1. **NAME / ADDRESS / E-MAIL:** City of Bondurant, Iowa

INTEREST IN EVENT: City of event

2. **NAME / ADDRESS / E-MAIL:** Bondurant Men's Club

INTEREST IN EVENT: sponsor of event

3. **NAME / ADDRESS / E-MAIL:** _____

INTEREST IN EVENT: _____

4. **NAME / ADDRESS / E-MAIL:** _____

INTEREST IN EVENT: _____

TYPE OF SHOW: (Check all that apply.) ☐ INDOOR ☐ PROXIMATE ☐ FLAME ☒ OUTDOOR ☐ 1.4G CONSUMER ☒ 1.3G DISPLAY ☐ 1.1G DISPLAY (12" & 18")

LOCATION OF EVENT: BF Middle School 300 Garfield - West of Old Football field

DRAW A DIAGRAM of the shooting area using Google Earth Software and attach showing:

1) mortar placement; 2) planned direction of shooting; 3) distances. (REQUIRED)

Distance to nearest exposure 350+ ft.

Distance to spectators 350+ ft.

Distance to nearest vehicle 350+ ft.

Are there fallout spotters? ☒ YES ☐ NO

Size of largest shell being shot: 5 inches

Name of designated Pyrotechnician: TBD

FIREWORKS WARRANTY:

1. Fireworks will be displayed not less than required by NFPA standards away from spectators, vehicles and other exposures with a minimum radius of 70 ft per inch of shell diameter for 1.3G shows.
2. All displays will be aimed away from spectators.
3. Fireworks that have been wet at any time prior to display will not be used.
4. All fireworks have been purchased only from J & M Displays, Inc. Merchandise from other companies and/or home-made products are not covered under this liability extension.
5. Firing area will be policed for all debris upon completion of firing display and inspected by the shoot team.
6. Firing area will be inspected by the sponsoring organization at first light the following day.
7. Pyrotechnicians are specifically excluded from all liability coverage.
8. Any claims must be reported to the Yarmouth, Iowa office in writing within 24 hours of the incident.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Britton Gallagher
One Cleveland Center, Floor 30
1375 East 9th Street
Cleveland OH 44114

CONTACT

NAME:

PHONE (A/C, No, Ext): 216-658-7100

FAX (A/C, No): 216-658-7101

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Everest Denali Insurance Company

16044

INSURER B: Axis Surplus Ins Company

26620

INSURER C: Everest Indemnity Insurance Co.

10851

INSURER D:

INSURER E:

INSURER F:

INSURED
J & M Displays, Inc.
18064 170th Avenue
Yamouth IA 52660

COVERAGES**CERTIFICATE NUMBER:** 294112349**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		SI8ML00060-211	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		SI8CA00033-211	1/15/2021	1/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		P-001-000063943-03	1/15/2021	1/15/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N ☐ N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Excess Liability #2		SI8EX01313-211	1/15/2021	1/15/2022	Each Occ/ Aggregate Total Limits \$4,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

DISPLAY DATE: JUNE 15, 2021

RAIN DATE: JUNE 16, 2021

LOCATION: BONDURANT-FARRAR MIDDLE SCHOOL - WEST OF OLD FOOTBALL FIELD

ADDITIONAL INSURED: CITY OF BONDURANT, IA, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, ELECTED OFFICIALS, PARTNERS, SUBSIDIARIES, DIVISIONS & AFFILIATES, EVENT SPONSORS AND LANDOWNERS AS THEIR INTEREST MAY APPEAR IN RELATION TO THIS EVENT; BONDURANT-FARRAR HIGH SCHOOL (PROPERTY OWNER); BONDURANT MEN'S CLUB (SPONSOR)

CERTIFICATE HOLDER**CANCELLATION**

Bondurant Men's Club
PO Box 244
Bondurant IA 50035

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE



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

Item No. 5.g.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Pay Application No. 1 to Ryan Companies for the Project Omega Phases 2 & 3 Offsite Improvements Project in the amount of \$3,971.11

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This resolution for pay application #1 to Ryan Companies US Inc. for the construction management services they are providing for Project Omega Phases 2 and 3 Offsite Improvements.

Staff recommends to Council the approval of the attached resolution to approve pay app #1 in the amount of \$3,971.11 which is for Project Omega Phases 2 & 3 Offsite Improvements Construction Management Fee

This pay application is for work completed through March 31st, 2021.

COMMISSION REVIEW/RECOMMENDATION: N/A

ALTERNATIVES TO APPROVAL: N/A

FUNDING SOURCE: Capital Fund/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-87
2. Pay Application No. 1

CITY OF BONDURANT
RESOLUTION NO. 210419-87

RESOLUTION APPROVING PAY APPLICATION #1 TO RYAN COMPANIES FOR THE
PROJECT OMEGA PHASES 2 AND 3 OFFSITE IMPROVEMNTS PROJECT IN THE
AMOUNT OF \$3,971.11

WHEREAS, Ryan Companies submitted Pay Application #1 for the Project Omega Phases 2 and 3 offsite improvements; AND

WHEREAS the amount certified for Pay Application #1 is \$3,9671.11; AND

WHERAS, this pay application brings the total earned to \$3,9671.11 for the construction management agreement,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Application #1 of \$3,971.11 for the Project Omega Phases 2 and 3 Offsite Improvements Project, is hereby approved.

Passed this 19th day of April 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				
Peffer				
Enos				
McKenzie				
Elrod				

PAGES

CUSTOMER NO.:

Page 136 of 408

CONTINUATION SHEET

AIA DOCUMENT G703

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

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

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

APPLICATION NUMBER: 1

APPLICATION DATE: 4/2/2021

PERIOD FROM: start

TO: 3/31/2021

A	B	C	D	E	F	G	H	I	J	K
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE			WORK COMPLETED		Total Completed and Stored To Date (F+G+H)	% (I/E)	Balance To Finish (E-I)	
			CHANGE ORDER	REVISED VALUE (C+D)	PREVIOUS APPLICATIONS	This Application				
						Work in Place				Stored Materials (not in F or G)
1	Superintendent	35,000.00		35,000.00				0.00	0%	35,000.00
2	Office Supplies	5,000.00		5,000.00				0.00	0%	5,000.00
3	Project Management	40,000.00		40,000.00		600.00		600.00	2%	39,400.00
5	Project Coordinator II	10,000.00		10,000.00		420.00		420.00	4%	9,580.00
6	CM Fee	67,696.00		67,696.00		2,951.11		2,951.11	4%	64,744.89
	Total	157,696.00	0.00	157,696.00	0.00	3,971.11	0.00	3,971.11	3%	153,724.89

J o b 005546000 Project Omega Phases 2 & 3

From Date 01/01/2010
Thru Date 02/28/2021

Cost Code	Cost Type	Description	Description	G/L Date	D T	Doc Number	Address Number	Purchase Order	Amount	Units	L T	Pay Status	Sub-ledger	S T	Vendor
531003	11476	Time Tracking WE	CPRJ	02/09/2021	JP	2882551			300.00	2.00	AA		00158544	A	
		2021-02-06													
		Time Tracking WE	CPRJ	02/16/2021	JP	2886081			300.00	2.00	AA		00158544	A	
		2021-02-13													
			Cost Type	11476		Sr Project Manager I			600.00	4.00					
			Cost Code	531003					600.00	4.00					
531013	11476	Time Tracking WE	CPRJ	02/16/2021	JP	2885957			70.00	1.00	AA		00146715	A	
		2021-02-13													
		Time Tracking WE	CPRJ	02/23/2021	JP	2895482			350.00	5.00	AA		00146715	A	
		2021-02-20													
			Cost Type	11476		Project Coordinator II			420.00	6.00					
			Cost Code	531013					420.00	6.00					
			Job	005546000		Project Omega Phases 2 & 3			1,020.00	10.00					
			Grand Totals						1,020.00	10.00					

Construction Fee = McAninch Billing of \$74,711.42 x 3.95% = \$2,951.11

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

S-H Project File Number	4201900
RISE #	RM-0747(614)-90-77
Orig. Contract Amount & Date	\$1,713,815.00 02/15/21
Estimated Completion Date	October 1, 2021
Pay Period	2/16/21 - 3/26/21
Pay Request Number	1
Date	March 29, 2021

BID ITEMS														
			RISE ELIGIBLE		NON-RISE ELIGIBLE					RISE ELIGIBLE			NON-RISE ELIGIBLE	
ITEM NO.	ITEM	UNIT	DIVISION 2 QUANTITY	DIVISION 3A QUANTITY	DIVISION 3B QUANTITY	TOTAL QUANTITY	CONTRACTOR BID UNIT PRICE	EXTENDED PRICE	DIVISION 2 QUANTITY COMPLETED	DIVISION 3A QUANTITY COMPLETED	TOTAL RISE ELIGIBLE QUANTITY COMPLETED	DIVISION 3B QUANTITY COMPLETED	VALUE COMPLETED	
1	CLEARING AND GRUBBING	ACRE	1.30	2.10	2.10	5.50	\$ 691.00	\$ 3,800.50	1.30	0.04	1.34	0.04	\$ 953.58	
2	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	650.00	1240.00	1240.00	3130.00	\$ 10.60	\$ 33,178.00	650.00	97.55	747.55	97.55	\$ 8,958.06	
3	EXCAVATION, CLASS 10, RDWY & BORROW	CY	3820.00	3215.00	3215.00	10250.00	\$ 2.74	\$ 28,085.00	2,767.50	0.00	2,767.50	0.00	\$ 7,582.95	
4	SUBGRADE PREPARATION, 12 IN.	SY	3550.00	4820.00	4820.00	13190.00	\$ 0.30	\$ 3,957.00	3,550.00	5.65	3,555.65	5.65	\$ 1,068.39	
5	SUBGRADE TREATMENT, CEMENT STABILIZATION	TON	160.00	130.00	130.00	420.00	\$ 267.00	\$ 112,140.00	29.40	0.00	29.40	0.00	\$ 7,849.80	
6	MODIFIED SUBBASE, 6 IN.	SY	3550.00	4820.00	4820.00	13190.00	\$ 8.41	\$ 110,927.90	3,550.00	5.65	3,555.65	5.65	\$ 29,950.53	
7	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 IN	LF	0.00	0.00	1630.00	1630.00	\$ 85.00	\$ 138,550.00	0.00	0.00	0.00	0.00	\$ -	
8	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 18 IN	LF	0.00	580.00	580.00	1160.00	\$ 58.00	\$ 67,280.00	0.00	0.00	0.00	0.00	\$ -	
9	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 24 IN	LF	0.00	151.00	151.00	302.00	\$ 69.00	\$ 20,838.00	0.00	0.00	0.00	0.00	\$ -	
10	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 30 IN	LF	0.00	67.00	67.00	134.00	\$ 96.00	\$ 12,864.00	0.00	0.00	0.00	0.00	\$ -	
11	CONCRETE APRONS, 24 IN	EACH	0.00	0.50	0.50	1.00	\$ 1,921.00	\$ 1,921.00	0.00	0.00	0.00	0.00	\$ -	
12	CONCRETE APRONS, 30 IN	EACH	0.00	0.50	0.50	1.00	\$ 2,092.00	\$ 2,092.00	0.00	0.00	0.00	0.00	\$ -	
13	SUBDRAIN, LONGITUDINAL, 4 IN. PVC	LF	1190.00	1678.50	1678.50	4547.00	\$ 9.20	\$ 41,832.40	363.76	0.00	363.76	0.00	\$ 3,346.59	
14	SUBDRAIN, OUTLETS AND CONNECTIONS	EACH	14.00	18.00	18.00	50.00	\$ 232.00	\$ 11,600.00	0.00	0.00	0.00	0.00	\$ -	
15	LOCATING TILE LINES	STA	4.90	8.55	8.55	22.00	\$ 105.00	\$ 2,310.00	0.00	0.00	0.00	0.00	\$ -	
16	REPAIR TILE LINES, UNSPECIFIED SIZE AND TYPE	LF	100.00	175.00	175.00	450.00	\$ 10.00	\$ 4,500.00	0.00	0.00	0.00	0.00	\$ -	
17	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	0.00	0.00	1283.00	1283.00	\$ 39.00	\$ 50,037.00	0.00	0.00	0.00	0.00	\$ -	
18	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, 12 IN.	LF	0.00	0.00	382.00	382.00	\$ 63.00	\$ 24,066.00	0.00	0.00	0.00	0.00	\$ -	
19	FITTINGS, DUCTILE IRON, 12 IN., 45 DEG. BEND	EACH	0.00	0.00	4.00	4.00	\$ 632.00	\$ 2,528.00	0.00	0.00	0.00	0.00	\$ -	
20	GATE VALVE ASSEMBLY, DIP, 12 IN.	EACH	0.00	0.00	2.00	2.00	\$ 2,341.00	\$ 4,682.00	0.00	0.00	0.00	0.00	\$ -	
21	GATE VALVE ASSEMBLY, DIP, 12 IN., REMOVE AND RELOCATE	EACH	0.00	0.00	1.00	1.00	\$ 1,216.00	\$ 1,216.00	0.00	0.00	0.00	0.00	\$ -	
22	FIRE HYDRANT ASSEMBLY, WM-201	EACH	0.00	0.00	3.00	3.00	\$ 4,364.00	\$ 13,092.00	0.00	0.00	0.00	0.00	\$ -	
23	FIRE HYDRANT ASSEMBLY, REMOVE AND RELOCATE	EACH	0.00	0.00	1.00	1.00	\$ 1,670.00	\$ 1,670.00	1.00	0.00	1.00	0.00	\$ 1,670.00	
24	CONNECTION TO EXISTING WATER SYSTEM	EACH	0.00	0.00	1.00	1.00	\$ 1,181.00	\$ 1,181.00	0.00	0.00	0.00	0.00	\$ -	
25	SANITARY SEWER MANHOLE , SW-301, 48 IN	EACH	0.00	0.00	6.00	6.00	\$ 4,091.00	\$ 24,546.00	0.00	0.00	0.00	0.00	\$ -	
26	INTAKE, DOUBLE GRATE, SW-505	EACH	0.00	3.00	3.00	6.00	\$ 4,123.00	\$ 24,738.00	0.00	0.00	0.00	0.00	\$ -	
27	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EACH	0.00	3.00	3.00	6.00	\$ 5,880.00	\$ 35,280.00	0.00	0.00	0.00	0.00	\$ -	
28	INTAKE, STORM SEWER , SW-512, 30 IN	EACH	0.00	0.50	0.50	1.00	\$ 2,054.00	\$ 2,054.00	0.00	0.00	0.00	0.00	\$ -	
29	INTAKE, DOUBLE GRATE, SW-505 MOD, TYPE A	EACH	0.00	1.50	1.50	3.00	\$ 4,927.00	\$ 14,781.00	0.00	0.00	0.00	0.00	\$ -	
30	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506 MOD, TYPE A	EACH	0.00	1.50	1.50	3.00	\$ 7,729.00	\$ 23,187.00	0.00	0.00	0.00	0.00	\$ -	
31	INTAKE ADJUSTMENT, MINOR	EACH	6.00	0.00	0.00	6.00	\$ 918.00	\$ 5,508.00	0.00	0.00	0.00	0.00	\$ -	
32	STD / S-F PCC PAVEMENT, CLASS C-SUD, 9 IN.	SY	3150.00	4220.00	4220.00	11590.00	\$ 49.45	\$ 573,125.50	0.00	0.00	0.00	0.00	\$ -	
33	SIDEWALK, PCC, 5 IN.	SY	210.00	455.00	455.00	1120.00	\$ 44.50	\$ 49,840.00	0.00	0.00	0.00	0.00	\$ -	
34	DETECTABLE WARNINGS	SF	40.00	0.00	0.00	40.00	\$ 41.00	\$ 1,640.00	0.00	0.00	0.00	0.00	\$ -	
35	REMOVAL OF EXISTING GRAVEL SHOULDER	SY	0.00	35.00	35.00	70.00	\$ 30.00	\$ 2,100.00	0.00	0.00	0.00	0.00	\$ -	
36	PAINTED PAVEMENT MARKINGS, DURABLE	STA	12.90	22.30	22.30	57.50	\$ 102.00	\$ 5,865.00	0.00	0.00	0.00	0.00	\$ -	
37	PAINTED PAVEMENT SYMBOLS AND LEGENDS, DURABLE	EACH	4.00	4.00	4.00	12.00	\$ 255.00	\$ 3,060.00	0.00	0.00	0.00	0.00	\$ -	
38	TRAFFIC CONTROL	LS	0.50	0.25	0.25	1.00	\$ 6,120.00	\$ 6,120.00	0.00	0.00	0.00	0.00	\$ -	
39	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	ACRE	0.30	0.65	0.65	1.60	\$ 2,856.00	\$ 4,569.60	0.00	0.00	0.00	0.00	\$ -	
40	HYDRAULIC SEEDING, FERTILIZING, TYPE 2	ACRE	0.30	0.50	0.50	1.30	\$ 2,295.00	\$ 2,983.50	0.00	0.00	0.00	0.00	\$ -	
41	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	22.00	18.50	18.50	59.00	\$ 408.00	\$ 24,072.00	0.00	0.00	0.00	0.00	\$ -	
42	SWPPP PREPARATION	LS	0.50	0.25	0.25	1.00	\$ 1,224.00	\$ 1,224.00	0.50	0.25	0.75	0.25	\$ 1,224.00	
43	SWPPP MANAGEMENT	LS	0.50	0.25	0.25	1.00	\$ 3,060.00	\$ 3,060.00	0.25	0.00	0.25	0.00	\$ 765.00	
44	FILTER SOCK, 8 IN.	LF	1390.00	1875.00	1875.00	5140.00	\$ 1.50	\$ 7,710.00	0.00	0.00	0.00	0.00	\$ -	
45	REMOVAL OF FILTER SOCK	LF	1390.00	1875.00	1875.00	5140.00	\$ 0.20	\$ 1,028.00	0.00	0.00	0.00	0.00	\$ -	

46	TEMPORARY RECP, WOOD EXCELSIOR MAT	SQ	0.00	305.00	305.00	610.00	\$ 10.70	\$ 6,527.00	0.00	0.00	0.00	0.00	\$ -
47	RIP-RAP, CLASS E	TON	0.00	52.00	52.00	104.00	\$ 49.00	\$ 5,096.00	0.00	0.00	0.00	0.00	\$ -
48	EROSION STONE	TON	26.00	0.00	0.00	26.00	\$ 66.00	\$ 1,716.00	0.00	0.00	0.00	0.00	\$ -
49	SILT FENCE OR DITCH CHECK	LF	1070.00	1325.00	1325.00	3720.00	\$ 1.45	\$ 5,394.00	0.00	0.00	0.00	0.00	\$ -
50	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT	LF	1070.00	1325.00	1325.00	3720.00	\$ 0.05	\$ 186.00	0.00	0.00	0.00	0.00	\$ -
51	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE	LF	1070.00	1325.00	1325.00	3720.00	\$ 0.05	\$ 186.00	0.00	0.00	0.00	0.00	\$ -
52	STABILIZED CONSTRUCTION ENTRANCE	SY	140.00	70.00	70.00	280.00	\$ 22.00	\$ 6,160.00	0.00	0.00	0.00	0.00	\$ -
53	EROSION CONTROL MULCHING, HYDROMULCH	ACRE	0.60	1.15	1.15	2.90	\$ 1,224.00	\$ 3,549.60	0.00	0.00	0.00	0.00	\$ -
54	INTAKE PROTECTION DEVICE	EACH	9.00	13.00	13.00	35.00	\$ 153.00	\$ 5,355.00	0.00	0.00	0.00	0.00	\$ -
55	INLET PROTECTION DEVICE, REMOVAL OF SEDIMENT	EACH	9.00	13.00	13.00	35.00	\$ 20.40	\$ 714.00	0.00	0.00	0.00	0.00	\$ -
56	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	EACH	9.00	13.00	13.00	35.00	\$ 20.40	\$ 714.00	0.00	0.00	0.00	0.00	\$ -
57	MOWING	ACRE	0.60	1.30	1.30	3.20	\$ 306.00	\$ 979.20	0.00	0.00	0.00	0.00	\$ -
58	MOBILIZATION	LS	0.50	0.25	0.25	1.00	\$ 61,098.80	\$ 61,098.80	0.25	0.00	0.25	0.00	\$ 15,274.70
59	CONCRETE WASHOUT	LS	0.50	0.25	0.25	1.00	\$ 5,300.00	\$ 5,300.00	0.00	0.00	0.00	0.00	\$ -
60	NO EXCUSE ROAD OPENING BONUS	LS	1.00	0.00	0.00	1.00	\$ 100,000.00	\$ 100,000.00	0.00	0.00	0.00	0.00	\$ -
								TOTAL	\$ 1,713,815.00				\$ 78,643.61

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 1,713,815.00	\$ 78,643.61
Approved Change Order #			
Revised Contract Price		\$ 1,713,815.00	\$ 78,643.61
Retainage (5%)			\$ 3,932.18
Liquidated Damages			
Total Earned Less Retainage			\$ 74,711.42
Total Previously Approved (list each)		Pay Request #	
		Total Previously Approved	\$ -
		Amount Due This Request	\$ 74,711.42
		Percent Complete	5%
		Percent of Contract Period Utilized	17%

The amount of: **\$74,711.42** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Recommended By:	Checked By:
McAninch Corporation	Ryan Companies	Shive-Hattery	City of Bondurant
Signature:	Signature:	Signature:  Mar 30 2021 9:13 AM	Signature:
Name: Matt Dykstra	Name: Eric Bridgewater	Name: David Filehler, PE	Name: John Horton
Title: Vice President	Title: Project Manager	Title: Project Engineer	Title: Public Works Director
Date: 03/30/2021	Date: 03/30/2021	Date:	Date:

Owner: City of Bondurant	Approved by: x _____	Date: _____
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Posted Hours | 005546000 Project Omega Phases 2 & 3

Hours Posted From 1/1/2021 To 4/5/2021

Emp Nbr	Person Name	Time Type	Post Date	Work Date	Bill Rate	Hours Posted	Amount Posted
Cost Code 531003 - Sr Project Manager I						4.00	600.00
Cost Code 531013 - Project Coordinator II						6.00	420.00
Project Totals						10.00	1,020.00



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

Item No. 5.h.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Pay Application No. 6 to Multiple Vendors for the Library Expansion and Renovation Project Management by Story Construction in the amount of \$445,790.56

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Staff recommends to Council the approval of the attached resolution to approve pay app #5 in the amount of \$445,790.56 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 Library Board recommends approval of the payment.

This pay application is for work completed through March 31, 2021.

COMMISSION REVIEW/RECOMMENDATION: N/A

ALTERNATIVES TO APPROVAL: N/A

FUNDING SOURCE: LOSST/Bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-88
2. Pay Application No. 6

CITY OF BONDURANT
RESOLUTION NO. 210419-88

RESOLUTION APPROVING PAY APPLICATION #5 TO MULTIPLE VENDORS FOR
THE LIBRARY RENOVATION AND EXPANSION PROJECT MANAGED BY STORY
CONSTRUCTION IN THE AMOUNT OF \$445.790.56

WHEREAS, Story Construction submitted Pay Application #6 for the Library Renovation and Expansion Project; AND

WHEREAS the full value of the work completed is and the amount certified for this Pay Application is \$445.790.56,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Application #5 is hereby approved, as recommended by the Bondurant Community Library Board.

Passed this 19th day of April 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				

APPLICATION AND CERTIFICATE FOR PAYMENT

Owner: City of Bondurant
Application No: 6

Project: Bondurant Community Library Expansion
Period to: March 31, 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	4,380.00	149,380	147,880.00	7,394.00	140,486.00	105,098.50	8,894.00	\$ 35,387.50
Bid Package 04-1 Seedorff Masonry Inc	269,285	4,200.00	273,485	174,807.00	8,740.35	166,066.65	28,535.15	107,418.35	\$ 137,531.50
Bid Package 06-1 R.H. Grabau Construction	591,999	3,806.10	595,805	275,919.51	13,795.98	262,123.54	238,270.87	333,681.56	\$ 23,852.67
Bid Package 07-3 For Sure Roofing & Sheet Metal	126,757		126,757	73,105.00	3,655.25	69,449.75	69,449.75	57,307.25	\$ -
Bid Package 08-1 Mid-American Glazing Systems, Inc	124,000		124,000	28,755.00	1,437.75	27,317.25	16,777.00	96,682.75	\$ 10,540.25
Bid Package 09-1 Hilsbeck-Schacht, Inc	268,608		268,608	173,553.00	8,677.66	164,875.34	90,589.23	103,732.65	\$ 74,286.11
Bid Package 09-5 Ideal Floors, Inc	69,845		69,845	52,244.00	2,612.20	49,631.80	49,631.80	20,213.20	\$ -
Bid Package 21-1 Summit Fire Protection	38,400		38,400	18,379.00	918.95	17,460.05	12,425.05	20,939.95	\$ 5,035.00
Bid Package 22-1 Brockway Mechanical & Roofing Co	258,263		258,263	131,545.00	6,577.25	124,967.75	96,135.25	133,295.25	\$ 28,832.50
Bid Package 26-1 Nelson Electric Company of Central IA	288,180		288,180	195,263.34	9,763.17	185,500.17	58,500.14	102,679.83	\$ 127,000.03
Bid Package 31-1 Absolute Concrete Construction	359,069	3,057.26	362,126	46,408.26	2,320.41	44,087.85	40,762.85	318,038.41	\$ 3,325.00
Totals	2,539,406	15,443.36	2,554,849	1,317,859.11	65,892.97	1,251,966.15	806,175.59	1,302,883.20	\$ 445,790.56

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.

By: 
Clint Jensen, Project Manager

Date: 3/26/21

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.

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: 03-30-2021

BP 03-1

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO : PROJECT: Bondurant Library

APPLICATION NO 4

Distribution to:

City of Bondurant
100 Lincoln St. SE
Bondurant, IA 50035

APP DATE: 3/25/2021

PERIOD TO: 3/31/2021

☐ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐
☐

FROM SUBCONTRACTOR:

Smart Concrete Solutions, LLC
7405 University Ave, Ste 3
Clive, IA 50325



PROJECT NOS:

CONTRACT FOR:

Bid Package 03-1 Concrete Foundations and Slabs

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	\$	145,000.00
2. Net change by Change Orders	\$	4,380.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	149,380.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	147,880.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	7394
b. 5 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	7,394.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	140,486.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	105,098.50
8. CURRENT PAYMENT DUE	\$	35,387.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	8,894.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$2,380.00	
Total approved this Month	\$2,000.00	
TOTALS	\$4,380.00	\$0.00
NET CHANGES by Change Order	\$4,380.00	

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: Smart Concrete Solutions, LLC

By:

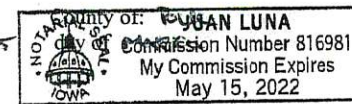
Date: 3/25/21

State of: Iowa

Subscribed and sworn to before me this 25

Notary Public: [Signature]

My Commission expires: 5/15/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

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

AIA DOCUMENT G703

PAGE

2 OF 2

PAGES

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

APPLICATION NO: 4
APPLICATION DATE: 3/25/2021

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

PERIOD TO: 3/31/2021

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

PROJECT NO: 0

[illegible]

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

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: 2
PERIOD TO: 03/31/21
PROJECT NO: 928598834

Distribution to:
☐ 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	4,200.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	273,485.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	174,807.00
5. RETAINAGE:	
a. 5% of Completed Work (Column D + E on G703)	8,740.35
b. 5% of Stored Material (Column F on G703)	0.00
Total Retainage (Line 5a + 5b) or Total in Column I of G703	8,740.35
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	166,066.65
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	28,535.15
8. CURRENT PAYMENT DUE	137,531.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	107,418.35

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: March 17, 2021

State of: Iowa

County of: Clayton

Subscribed and sworn to before me this

17

day of

March, 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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month including Construction Change Directives	4,200.00	
TOTALS	4,200.00	0.00
NET CHANGES IN THE WORK		4,200.00

AIA DOCUMENT G732™ - 2009 (formerly G702™ Cma - 1992) APPLICATION AND CERTIFICATION FOR PAYMENT - CONSTRUCTION MANAGER-ADVISER EDITION - 2009 EDITION
THE AMERICAN INSTITUTE OF ARCHITECTS, 1745 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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

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. : 2

Application Date : 03/17/21

To: 03/31/21

Project No.: #928598834

Invoice #: 2004402

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)	H % (G / C)	I Balance To Finish (C-G)	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	8,421.00	38,233.00	0.00	46,654.00	100.00%	0.00	2,332.70
	Labor	133,190.00	20,000.00	106,537.00	0.00	126,537.00	95.00%	6,653.00	6,326.85
	Phase II - East Addition	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
	Material	22,673.00	0.00	0.00	0.00	0.00	0.00%	22,673.00	0.00
	Labor	62,417.00	0.00	0.00	0.00	0.00	0.00%	62,417.00	0.00
	Bond	1,616.00	1,616.00	0.00	0.00	1,616.00	100.00%	0.00	80.80
	Closeout	2,735.00	0.00	0.00	0.00	0.00	0.00%	2,735.00	0.00
	Change Order #1	4,200.00	0.00	0.00	0.00	0.00	0.00%	4,200.00	0.00
Grand Totals		273,485.00	30,037.00	144,770.00	0.00	174,807.00	63.92%	98,678.00	8,740.35



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

APPLICATION FOR PAYMENT

INVOICE No. 2004402

CITY OF BONDURANT
100 LINCOLN ST SE
BONDURANT IA 50035

PERIOD ENDING March 31, 2021

INVOICE DATE March 17, 2021

MONTHLY ESTIMATE No. 2

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. 1	4,200.00
(Revision is per Change Order #1)	
3. Adjusted Contract Amount	273,485.00
4. Materials Stored and Value of Work Complete 63.92%	174,807.00
5. Less 5% Retainer	8,740.35
6. Total Amount Due	166,066.65
7. Less Previous Applications	28,535.15
8. Net Amount Due This Estimate	137,531.50

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

BP 06-1

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF 4 PAGES

TO OWNER:
City of Bondurant
200 2nd Street NE
Bondurant, IA 50035
FROM CONTRACTOR:
RH Grabau Construction
PO Box 99
Boone, IA 50036

PROJECT:
Bondurant Community Library Expansion
104 2nd Street NE
Bondurant, IA 50035
VIA CM:

APPLICATION #: 5
PERIOD TO: 03/25/21
PROJECT NOS: 20013
CONTRACT DATE: 10/06/20

Distribution to:
☒ Owner
☒ Const. Mgr
☒ Architect
☒ Contractor

CONTRACT FOR: Bid Package No. 06-1 General Carpentry, Building Demolition & Steel

CONTRACTOR'S APPLICATION FOR PAYMENT

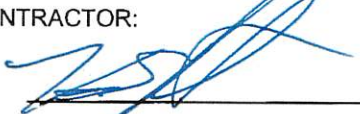
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	591,999.00
2. Net change by Change Orders-----	\$	3,806.10
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	595,805.10
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		275,919.51
5. RETAINAGE:		
a. 5.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	13,795.98
b. 5.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet-----	\$	13,795.98
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	262,123.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	238,270.87
8. CURRENT PAYMENT DUE-----	\$	23,852.67
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	333,681.56

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$1,236.91	
Total approved this Month	\$3,276.19	-\$707.00
TOTALS	\$4,513.10	-\$707.00
NET CHANGES by Change Order	\$3,806.10	

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 therein is now due.

CONTRACTOR:

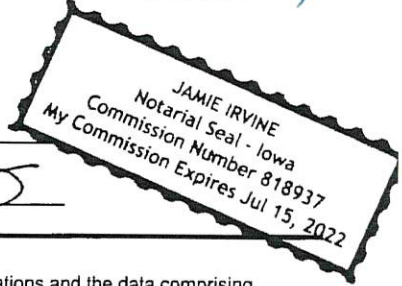
By: 

Date: 3-25-21

State of: IOWA
County of: Boone

Subscribed and sworn to before me this 25th day of March 2021

Notary Public: 
My Commission expires: July 15, 2022



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$
(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.)

ARCHITECT:

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 of Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 4 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE:

Bondurant Community Library Expansion

PERIOD TO: 25-Mar-21

104 2nd Street NE

ARCHITECT'S PROJECT NO: 20013

Bondurant, IA 50035

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Bond	6,018.00	6,018.00			6,018.00	100%		
2	Project Meeting / Coordination	2,500.00	1,050.00	75.00		1,125.00	45%	1,375.00	
3	Mobilization	10,000.00	10,000.00			10,000.00	100%		
4	Submittals	2,500.00	2,375.00	125.00		2,500.00	100%		
5	Closeout	5,919.00						5,919.00	
6	Demolition Allowance	6,000.00						6,000.00	
7	Selective Demolition - L	22,106.70	11,053.35			11,053.35	50%	11,053.35	
8	Selective Demolition - M	8,572.49	4,286.24			4,286.24	50%	4,286.24	
9	Temporary Partitions - L	3,369.84	3,369.84			3,369.84	100%		
10	Temporary Partitions - M	2,763.34	2,763.34			2,763.34	100%		
11	Shoring - L	4,298.53	4,298.53			4,298.53	100%		
12	Shoring - M	1,135.20	1,135.20			1,135.20	100%		
13	Masonry - L	14,074.60						14,074.60	
14	Masonry - M	12,281.50						12,281.50	
15	Structural Steel Framing - L	22,236.05	22,236.05			22,236.05	100%		
16	Structural Steel Framing - M	25,808.34	25,808.34			25,808.34	100%		
17	Steel Joist Framing - L	24,189.83	24,189.83			24,189.83	100%		
18	Steel Joist Framing - M	47,485.19	47,485.19			47,485.19	100%		
19	Steel Decking - L	36,916.37	33,224.73	2,584.15		35,808.87	97%	1,107.49	
20	Steel Decking - M	29,948.64	29,948.64			29,948.64	100%		
21	Metal Fabrications - L	2,281.99	1,141.00	1,026.90		2,167.89	95%	114.10	
22	Metal Fabrications - M	3,456.30	1,728.15	1,555.34		3,283.49	95%	172.82	
23	Decorative Metal Panels - L	1,228.15						1,228.15	
24	Decorative Metal Panels - M	11,306.25						11,306.25	
25	Miscellaneous Rough Carpentry - L	365.99						365.99	
26	Miscellaneous Rough Carpentry - M	591.23						591.23	
27	Sheating - L	365.99						365.99	
28	Sheating - M	551.23						551.23	
	SUBTOTALS PAGE 2	308,270.76	232,111.44	5,366.38		237,477.82	77%	70,792.94	

CONTINUATION SHEET

Page 3 of 4 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE:

Bondurant Community Library Expansion

PERIOD TO: 25-Mar-21

104 2nd Street NE

ARCHITECT'S PROJECT NO: 20013

Bondurant, IA 50035

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
29	Plastic Laminate Faced Arch Cabs - L	8,597.05		3,868.67		3,868.67	45%	4,728.38	
30	Plastic Laminate Faced Arch Cabs - M	36,844.50		16,580.03		16,580.03	45%	20,264.48	
31	Metal Wall Panels - L	8,418.97						8,418.97	
32	Metal Wall Panels - M	21,498.00						21,498.00	
33	Metal Wall Panels - Engineering Draw	3,065.00	3,065.00			3,065.00	100%		
34	Joint Sealants - L	1,535.19						1,535.19	
35	Joint Sealants - M	921.11						921.11	
36	HM Frames - L	668.11						668.11	
37	HM Frames - M	8,601.96						8,601.96	
38	Flush Wood Doors - L	1,527.82						1,527.82	
39	Flush Wood Doors - M	13,504.74						13,504.74	
40	Door Hardware - L	668.11						668.11	
41	Door Hardware - M	4,193.08						4,193.08	
42	Structural Glass Canopies - L	3,123.19						3,123.19	
43	Structural Glass Canopies - M	12,279.04						12,279.04	
44	Visual Display Units - L	1,526.59						1,526.59	
45	Visual Display Units - M	5,844.77	3,016.00			3,016.00	52%	2,828.77	
46	Marker Boards - L	203.87						203.87	
47	Marker Boards - M	4,440.99						4,440.99	
48	Signage - L	2,892.29						2,892.29	
49	Signage - M	6,140.75						6,140.75	
50	Folding Panel Partition - L	4,666.97						4,666.97	
51	Folding Panel Partition - M	11,961.50						11,961.50	
52	Wall & Door Protection - L	773.73						773.73	
53	Wall & Door Protection - M	1,638.35	1,334.00			1,334.00	81%	304.35	
54	Toilet, Bath & Laundry Access - L	707.41						707.41	
55	Toilet, Bath & Laundry Access - M	3,899.57						3,899.57	
56	Fire Protection Cabinets - L	468.96						468.96	
	SUBTOTALS PAGE 3	478,882.39	239,526.44	25,815.07		265,341.51	55%	213,540.88	

CONTINUATION SHEET

Page 4 of 4 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

Bondurant Community Library Expansion
104 2nd Street NE
Bondurant, IA 50035

APPLICATION NUMBER:

5

APPLICATION DATE:

PERIOD TO: 25-Mar-21

ARCHITECT'S PROJECT NO:

20013

A	B	C	D	E	F	G		H	I
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)
			From Previous Application (D + E)	This Period					
57	Fire Protection Cabinets - M	530.56	396.01			396.01	75%	134.55	
58	Fire Extinguishers - L	448.96						448.96	
59	Fire Extinguishers - M	182.99	182.99			182.99	100%	0.00	
60	Exterior Fixed Sunscreens - L	20,878.55						20,878.55	
61	Exterior Fixed Sunscreens - M	42,012.56						42,012.56	
62	Projection Screens - L	208.79						208.79	
63	Projection Screens - M	13,148.57	10,706.00			10,706.00	81%	2,442.57	
64	Roller Window Shades - L	2,230.32						2,230.32	
65	Roller Window Shades - M	4,912.60						4,912.60	
66	Simulated Stone Countertops - L	3,684.45						3,684.45	
67	Simulated Stone Countertops - M	24,878.27						24,878.27	
68	CR01 Roller Shade Modifications	826.61						826.61	
69	CR04 Sunscreen Corner Knife Plates	410.30						410.30	
70	CR07 Steel @ Existing RTU's	3,120.89						3,120.89	
71	CR08 Donor Plaque Credit	(707.00)		(707.00)		(707.00)			
72	CR09 Steel Angles at Curtain Wall	155.30						155.30	
73									
74									
75									
76									
77									
78									
79									
80									
81									
82									
83									
84									
	SUBTOTALS PAGE 4	595,805.10	250,811.44	25,108.07		275,919.51	46%	319,885.59	

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 of 2 PAGES

TO OWNER / CONTRACTOR:

Story Construction
2810 Wakefield Circle
Ames, IA 50010

PROJECT:

Bondurant Community Library Expansion
104 NE 2nd street
Bondurant, IA 50035

APPLICATION NO: 3

Distribution to:

☐	OWNER
☒	ARCHITECT
☐	CONTRACTOR

FROM CONTRACTOR:

Mid-American Glazing Systems
3750 W. River Dr.
Davenport, IA 52802

VIA ARCHITECT:

FEH Design
604 E. Grand Ave.
Des Moines, IA 50309

PERIOD TO: March 31, 2021

PROJECT NOS:

CONTRACT FOR:

Glass & Glazing

CONTRACT DATE: October 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	\$	124,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	124,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	28,755.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	1,437.75
b. 5% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	1,437.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	27,317.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	16,777.00
8. CURRENT PAYMENT DUE	\$	10,540.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	96,682.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$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:



Date:

3/23/21

State of: Iowa

County of: Scott

Subscribed and sworn to before me this 23rd day of March 2021

Notary Public:

My Commission expires:

RACHEL MADDEN
Commission Number 826184
My Commission Expires 8/24/22


ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

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

ARCHITECT:

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.

PAGE 2 OF 2 PAGES

APPLICATION NO: 3

APPLICATION DATE: March 23, 2021

PERIOD TO: March 31, 2021

ARCHITECT'S PROJECT NO: 0

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

G702 CMA APPLICATION and CERTIFICATE for PAYMENT

BP 09-1

To: City Of Bondurant
100 Lincoln Street SE
Bondurant, IA 50035

Project: Bondurant Community Library
Expansion
104 2nd St. NE
Bondurant, IA 50035

Application No: 4

App. Date: March 16, 2021

Period to: March 31, 2021

Project Nos: 5500

Contract Date:

Distribution to:

- ☐ OWNER
☐ CONSTRUCTION MGR.
☐ ARCHITECT
☐ CONTRACTOR
☐ OTHER

From: Hilsabeck Schacht, Inc.
617 S. 19th Street
West Des Moines, IA 50265

Contract For: Bid Package No. 09-1

Construction Manager: Story Construction Company

Architect: FEH Design

APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	268,608.00
2. Net Change By Change Orders	0.00
3. CONTRACT SUM TO DATE	268,608.00
4. TOTAL COMPLETED AND STORED TO DATE	173,553.00
5. RETAINAGE:	
a. 05% of Completed Work	8,677.66
b. of Stored Material	0.00
TOTAL RETAINAGE	8,677.66
6. TOTAL EARNED LESS RETAINAGE	164,875.34
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	90,589.23
8. CURRENT PAYMENT DUE	74,286.11
9. BALANCE TO FINISH, INCLUDING RETAINAGE	103,732.66

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approval this Month	0.00	0.00
TOTALS	\$ 0.00	\$ 0.00
NET CHANGES by Change Order	\$ 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: Hilsabeck Schacht, Inc.

By: Mark Schacht, President Date: March 16, 2021

State of: Iowa

County of: Polk

Subscribed and sworn before me this 16th day of March, 2021

Mark Schacht, President, personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public:

My Commission expires: LYNNE ANDERSON
Commission Number 769673
My Commission expires
September 14, 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

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

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 G703

PROJECT: Bondurant Community Library Expansion

Hilsabeck Schacht, Inc.

Page 1 of 3

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

APPLICATION NUMBER: 4

APPLICATION DATE: March 16, 2021

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

PERIOD TO: March 31, 2021

PROJECT NUMBER: 5500

A Item #	B Description of Work	C Schedule of Values	D Work Completed		F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date		H Balance to Finish	I Retainage
			From Previous Application(s)	This Period			%		
1	Area A Cold Formed Metal Framing	14,780.00	14,780.00	0.00		14,780.00	100.00	0.00	739.00
2	Cold Formed Metal Framing Labor	16,850.00	16,850.00	0.00		16,850.00	100.00	0.00	842.50
3	Sheathing Material	3,010.00	3,010.00	0.00		3,010.00	100.00	0.00	150.50
4	Sheathing Labor	4,852.00	4,852.00	0.00		4,852.00	100.00	0.00	242.60
5	Spray Foam/Batt Material	6,810.00	6,810.00	0.00		6,810.00	100.00	0.00	340.50
6	Spray Foam/Batt Labor	4,800.00	4,800.00	0.00		4,800.00	100.00	0.00	240.00
7	Lightguage Framing Material	1,220.00	1,220.00	0.00		1,220.00	100.00	0.00	61.00
8	Lightguage Framing Labor	2,100.00	2,100.00	0.00		2,100.00	100.00	0.00	105.00
9	Drywall/Insulation Material	3,588.00	897.00	2,691.00		3,588.00	100.00	0.00	179.40
10	Drywall/Insulation Labor	10,290.00	2,572.50	7,717.50		10,290.00	100.00	0.00	514.50
11	Acoustical Material	8,715.00	0.00	6,536.25		6,536.25	75.00	2,178.75	326.81
12	Acoustical Labor	3,750.00	0.00	2,812.50		2,812.50	75.00	937.50	140.63
12	Paint Material	1,080.00	0.00	1,080.00		1,080.00	100.00	0.00	54.00
13	Paint Labor	3,210.00	0.00	3,210.00		3,210.00	100.00	0.00	160.50
14	Area B								
15	Cold Formed Metal Framing Material	2,940.00	2,940.00	0.00		2,940.00	100.00	0.00	147.00
16	Cold Formed Metal Framing Labor	4,050.00	4,050.00	0.00		4,050.00	100.00	0.00	202.50
17	Sheathing Material	875.00	875.00	0.00		875.00	100.00	0.00	43.75
18	Sheathing Labor	1,540.00	1,540.00	0.00		1,540.00	100.00	0.00	77.00
19	Spray Foam/Batt Material	1,420.00	1,420.00	0.00		1,420.00	100.00	0.00	71.00
20	Spray Foam/Batt Labor	1,030.00	1,030.00	0.00		1,030.00	100.00	0.00	51.50
PAGE 1 TOTAL:		96,910.00	69,746.50	24,047.25		93,793.75	96.78	3,116.25	4,689.69

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

CONTINUATION SHEET G703

PROJECT: Bondurant Community Library Expansion

Hilsabeck Schacht, Inc.

Page 2 of 3

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 4

APPLICATION DATE: March 16, 2021

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

PERIOD TO: March 31, 2021

PROJECT NUMBER: 5500

A Item #	B Description of Work	C Schedule of Values	D Work Completed		F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date		H Balance to Finish	I Retainage
			From Previous Application(s)	This Period			%		
21	Lightguage Framing Material	4,670.00	0.00	4,670.00		4,670.00	100.00	0.00	233.50
22	Lightguage Framing Labor	5,905.00	0.00	5,905.00		5,905.00	100.00	0.00	295.25
23	Drywall/Insulation Material	8,775.00	0.00	6,581.25		6,581.25	75.00	2,193.75	329.06
24	Drywall/Insulation Labor	13,302.00	0.00	9,976.50		9,976.50	75.00	3,325.50	498.83
25	Acoustical Material	17,820.00	0.00	13,365.00		13,365.00	75.00	4,455.00	668.25
26	Acoustical Labor	9,976.00	0.00	7,482.00		7,482.00	75.00	2,494.00	374.10
27	Paint Material	1,550.00	0.00	1,162.50		1,162.50	75.00	387.50	58.13
28	Paint Labor	4,660.00	0.00	3,495.00		3,495.00	75.00	1,165.00	174.75
29	Area C								
30	Cold Formed Framing Material	9,405.00	9,405.00	0.00		9,405.00	100.00	0.00	470.25
31	Cold Formed Framing Labor	10,541.00	9,486.90	1,054.10		10,541.00	100.00	0.00	527.05
32	Sheathing Material	2,603.00	2,603.00	0.00		2,603.00	100.00	0.00	130.15
33	Sheathing Labor	4,573.00	4,115.70	457.30		4,573.00	100.00	0.00	228.65
34	Spray Foam/Batt Material	5,540.00	0.00	0.00		0.00	0.00	5,540.00	0.00
35	Spray Foam/Batt Labor	3,937.00	0.00	0.00		0.00	0.00	3,937.00	0.00
36	Lightguage Framing Material	5,487.00	0.00	0.00		0.00	0.00	5,487.00	0.00
37	Lightguage Framing Labor	8,100.00	0.00	0.00		0.00	0.00	8,100.00	0.00
38	Drywall/Insulation Material	10,487.00	0.00	0.00		0.00	0.00	10,487.00	0.00
39	Drywall/Insulation Labor	19,535.00	0.00	0.00		0.00	0.00	19,535.00	0.00
40	Acoustical Material	3,362.00	0.00	0.00		0.00	0.00	3,362.00	0.00
41	Acoustical Labor	2,584.00	0.00	0.00		0.00	0.00	2,584.00	0.00
PAGE 2 TOTAL:		152,812.00	25,610.60	54,148.65		79,759.25	52.19	73,052.75	3,987.97

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
 F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

CONTINUATION SHEET G703

PROJECT: Bondurant Community Library Expansion

Hilsabeck Schacht, Inc.

Page 3 of 3

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing
Contractor's signed Certification is attached.

APPLICATION NUMBER: 4

APPLICATION DATE: March 16, 2021

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

PERIOD TO: March 31, 2021

PROJECT NUMBER: 5500

A	B	C	D	E	F	G		H	I
Item #	Description of Work	Schedule of Values	Work Completed		Materials Stored & Used Prior + Current	Total Completed and Stored To Date	%	Balance to Finish	Retainage
			From Previous Application(s)	This Period					
42	Paint Material	2,730.00	0.00	0.00		0.00	0.00	2,730.00	0.00
43	Paint Labor	7,470.00	0.00	0.00		0.00	0.00	7,470.00	0.00
44	Closeout	2,686.00	0.00	0.00		0.00	0.00	2,686.00	0.00
45	Allowance	6,000.00	0.00	0.00		0.00	0.00	6,000.00	0.00
PAGE 3 TOTAL:		18,886.00	0.00	0.00		0.00	0.00	18,886.00	0.00
GRAND TOTAL:		268,608.00	95,357.10	78,195.90		173,553.00	64.61	95,055.00	8,677.66

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

Hilsabeck Schacht Inc.

617 S. 19th St.
West Des Moines , Iowa 50265 (515) 221-3243

INVOICE

SOLD TO:

City Of Bondurant
100 Lincoln Street SE
Bondurant, IA 50035

INVOICE NUMBER JA10887

INVOICE DATE 03/16/2021

OUR JOB NUMBER 5500

YOUR ORDER NUMBER

TERMS Net 30

SALES REP Greg

SHIPPED VIA

F.O.B. jobsite

PREPAID or COLLECT

SHIPPED TO:

Bondurant Community Library
104 2nd Street NE
Bondurant, IA 50035

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Partial Billing For Work Thru March 2021	\$173,553.00	\$173,553.00
1	less 5% retainage	(8,677.66)	(\$8,677.66)
	subtotal		164,875.34
1	less previous billings	(90,589.23)	(90,589.23)
		SUBTOTAL	74,286.11
		TAX	
		FREIGHT	
			\$74,286.11

Questions concerning this invoice?

Call: (515) 208-6236

MAKE ALL CHECKS PAYABLE TO:

Hilsabeck Schacht Inc.
617 S. 19th St.
West Des Moines , Iowa 50265

THANK YOU FOR YOUR BUSINESS!

Application and Certificate for Payment (Based on G702)

TO OWNER:

STORY CONSTRUCTION
2810 WAKEFIELD CIRCLE
AMES, IA 50010-7707

PROJECT:

BONDURANT COMMUNITY LIBRARY
104 2ND ST NE
BONDURANT, IA 50035

APPLICATION #: A10750029700005

INVOICE #: 2178788

PERIOD TO: 3/31/2021

Distribution to:

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD/OTHER: ☐

FROM CONTRACTOR:

Summit Fire Protection
575 Minnehaha Avenue West
St Paul, MN 55103

VIA ARCHITECT:

CONTRACT FOR:

CONTRACT DATE:

PROJECT #S: A-1075-00297 / /

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM..... \$ 38,400.00
2. Net change by Change Orders..... \$ -
3. CONTRACT SUM TO DATE(Line 1+-2)..... \$ 38,400.00
4. TOTAL COMPLETED & STORED TO DATE(Column G on G703) \$ 18,379.00

5. RETAINAGE:

a. 5.0 % of Completed Work \$ 918.95
b. % of Stored Material \$ -
Total Retainage..... \$ 918.95

6. TOTAL EARNED LESS RETAINAGE..... \$ 17,460.05

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT..... \$ 12,425.05

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE..... \$ 5,035.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 20,939.95

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Owner approved previous changes	\$	\$
Total approved this month	\$	\$
TOTALS	\$	\$
NET CHANGES by Change Order	\$	\$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, 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 that previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR Summit Fire Protection

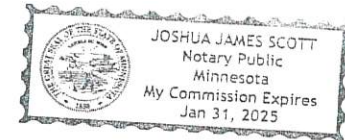
By: [Signature]

Date: 3/17/2021

State of: MN

County of: Ramsey

Subscribed and sworn to before me this 17 day of March 2021



Notary Public: [Signature]

My Commission expires: 1/31/2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the owner that to the best of the Architect's knowledge, 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 with the amount certified.)

ARCHITECT

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.

RECEIVED

MAR 19 2021

STORY CONSTRUCTION

Continuation Sheet (Based on G703)

APPLICATION AND CERTIFICATE FOR PAYMENT, containing the
Contractor's signed certification is attached.

APPLICATION #: A10750029700005

APPLICATION DATE: 3/17/2021

PERIOD TO: 3/31/2021

ARCHITECT'S PROJECT #: A-1075-00297

A	B	C	D	E	F	G		H	I
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)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
001	LABOR	13,191.00	3,000.00	3,000.00		6,000.00	45.5%	7,191.00	300.00
002	MATERIAL	19,453.00	5,800.00	2,000.00		7,800.00	40.1%	11,653.00	390.00
003	DESIGN	3,429.00	3,429.00			3,429.00	100.0%		171.45
004	FABRICATION	1,943.00	850.00	300.00		1,150.00	59.2%	793.00	57.50
005	CLOSEOUT	384.00						384.00	
TOTALS		38,400.00	13,079.00	5,300.00		18,379.00	47.9%	20,021.00	918.95

RECEIVED
MAR 19 2021
STORY CONSTRUCTION

APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER-ADVISER EDITION

PAGE ONE OF 2 PAGES

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: 6

PERIOD TO: 3/31/2021

FROM (CONTRACTOR):

Brockway Mech. & Roofing Co., Inc.
PO Box 1190, Burlington, IA 52601

VIA CONSTRUCTION MANAGER:
Story Construction Co
Ames, Iowa

PROJECT NO:

CONTRACT DATE: 10/6/20

CONTRACT FOR:

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..... \$ -

3. CONTRACT SUM TO DATE (Line 1+2)..... \$ 258,263.00

4. TOTAL COMPLETED & STORED TO DATE..... \$131,545.00
(Column G on G702)

5. RETAINAGE:

a. 5.0% of Completed Work \$ 5,611.35
(Column D + E on G703)

b. 5.0% of Stored Material \$965.90
(Column F on G703)

Total Retained (Line 5a + 5b or
Total in Column I of G703).....

CONTRACTOR: Brockway Mechanical & Roofing Co., Inc.

By:

Matthew J. Brockway, Vice President

State of Iowa

County of Des Moines

Date: 3-19-21



Lacey K. DeJaynes
Commission No. 820427
My Commission Expires
10/01/2021

Notary Public: Lacey K. DeJaynes
My Commission expires: 10/01/2021

6. TOTAL EARNED LESS RETAINAGE..... \$ 124,967.75
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR..... \$ 96,135.25
(Line 6 from prior Certificate).....

8. CURRENT PAYMENT DUE..... \$ 28,832.50

9. BALANCE TO FINISH, PLUS RETAINAGE..... \$ 133,295.25
(Line 3 less Line 6)

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Orders approved in previous month by Owner		
Total approved this Month		
TOTALS	\$ -	\$ -
NET CHANGES by Change Order		\$ -

CONTINUATION SHEET

AIA DOCUMENT G703

Bondurant Comm Library Expansion
Bondurant, Iowa

PERIOD TO: 03/31/21
ARCHITECT'S PROJECT NO.:

2686HP Bondurant Library
PAGE 2 OF 2 PAGES

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G/C)	I BALANCE TO FINISH (C-G)	J RETAINAGE (IF VARIABLE RATE) 5%
			FROM PREVIOUS APPLICATION D+E	THIS PERIOD					
	General Conditons	\$13,000.00	\$7,150.00	\$1,500.00		\$8,650.00	67%	\$4,350.00	\$432.50
	Closeout	\$2,582.63						\$2,582.63	
	Plumbing Insualtion	\$7,600.00						\$7,600.00	
	Plumbing Demo	\$1,400.00						\$1,400.00	
	Plumbing Piping	\$23,332.00	\$7,000.00	\$6,500.00		\$13,500.00	58%	\$9,832.00	\$675.00
		\$20,000.00	\$6,000.00	\$7,500.00		\$13,500.00	68%	\$6,500.00	\$675.00
	Natural Gas Piping	\$1,800.00	\$1,000.00			\$1,000.00	56%	\$800.00	\$50.00
		\$3,300.00	\$1,800.00			\$1,800.00	55%	\$1,500.00	\$90.00
	Plumbing Fixtures	\$11,000.00	\$1,500.00			\$1,500.00	14%	\$9,500.00	\$75.00
		\$8,500.00	\$1,000.00			\$1,000.00	12%	\$7,500.00	\$50.00
	HVAC Demo	\$5,000.00	\$350.00	\$250.00		\$600.00	12%	\$4,400.00	\$30.00
	Ductwork	\$30,861.00	\$16,577.00	\$7,500.00		\$24,077.00	78%	\$6,784.00	\$1,203.85
		\$15,000.00	\$6,500.00	\$1,500.00		\$8,000.00	53%	\$7,000.00	\$400.00
	Ductwork Accessories	\$3,000.00	\$1,200.00	\$500.00		\$1,700.00	57%	\$1,300.00	\$85.00
		\$800.00	\$300.00	\$200.00		\$500.00	63%	\$300.00	\$25.00
	HVAC Insulation	\$3,600.00		\$1,500.00		\$1,500.00	42%	\$2,100.00	\$75.00
	Fans	\$3,300.00	\$1,000.00		\$2,300.00	\$3,300.00	100%		\$165.00
		\$1,000.00		\$700.00		\$700.00	70%	\$300.00	\$35.00
	Unit Heaters	\$7,000.00	\$500.00		\$6,500.00	\$7,000.00	100%		\$350.00
		\$2,500.00	\$225.00	\$250.00		\$475.00	19%	\$2,025.00	\$23.75
	RTU	\$69,300.00	\$25,725.00	\$1,000.00	\$7,500.00	\$34,225.00	49%	\$35,075.00	\$1,711.25
		\$9,000.00	\$3,700.00	\$750.00		\$4,450.00	49%	\$4,550.00	\$222.50
	Controls	\$750.00	\$350.00		\$400.00	\$750.00	100%		\$37.50
		\$900.00		\$400.00		\$400.00	44%	\$500.00	\$20.00
	GRDs	\$3,500.00			\$2,618.00	\$2,618.00	75%	\$882.00	\$130.90
		\$2,820.00		\$300.00		\$300.00	11%	\$2,520.00	\$15.00
	Test and Balance	\$7,417.37						\$7,417.37	
TOTAL		\$258,263.00	\$81,877.00	\$30,350.00	\$19,318.00	\$131,545.00	51%	\$126,718.00	\$6,577.25



Brockway

MECHANICAL & ROOFING

P. O. Box 1190 Burlington, IA 52601

Phone: (319) 753-2753, Fax (319) 753-1662

Invoice No. **2686-6**

Submit pay apps to Submittal Exchange

Login: (email)

Password: BMRoof20!

INVOICE

Customer

City of Bondurant
c/o Story Construction Co
2810 Wakefield Circle
Ames, IA 50010

Date 2/20/2021

Bondurant Library Expansion

Bondurant, Iowa

Bid Pkg 22-1 STOCN

Qty	Description	Unit Price	TOTAL
1	PROGRESS BILLING NO. 6		
	To invoice you for labor, materials and equipment to provide PLUMBING & HVAC per plans, specifications and additional provisions.		
	Price per Contract including Change Orders	\$ 258,263.00	
	Amount Completed to Date	\$ 131,545.00	
	Less Previous Billings	\$ 101,195.00	
	Amount Earned This Billing	\$ 30,350.00	
	Less 5% Retention	\$ 1,517.50	
	AMOUNT REQUESTED THIS BILLING	\$ 28,832.50	\$28,832.50
TOTAL			\$28,832.50

COME VISIT OUR WEBSITE AT:
www.brockwaymechanical.com

Office Use Only

TERMS: Net 30 Days

THANK YOU FOR CHOOSING BROCKWAY !

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1

TO CONTRACTOR:

STORY CONSTRUCTION
2810 WAKEFIELD CIRCLE
AMES, IA 50010

PROJECT:

BONDURANT LIBRARY EXPANSION
104 - 2ND ST NE
BONDURANT, IA 50035

Application No: 4
Invoice No: 7163
Period To: 2/25/2021

FROM SUBCONTRACTOR:

Nelson Electric Company - Ames
239 South Bell Ave
Ames, IA 50010

VIA ARCHITECT

Architect's Project No:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	288,180.00
2. NET CHANGE BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	288,180.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	140,145.36
5. RETAINAGE	\$	7,007.26
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	133,138.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	58,500.14
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	74,637.96
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	155,041.90

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by the 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 therein is now due.

CONTRACTOR: Nelson Electric Company - Ames

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

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 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 from the amount applied for.)

ARCHITECT:

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

CONTINUATION SHEET
Page 2

Application Number: 4
 Application Date: 2/25/2021
 Period To: 2/25/2021
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E)	WORK BILLED THIS PERIOD	MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
001	GENERAL ELECTRICAL	20,103	15,077	0	0	15,077	75	5,026	754
002	PANELS	8,203	0	8,203	0	8,203	100	0	410
003	FEEDERS	42,392	42,392	0	0	42,392	100	0	2,120
004	BRANCH CIRCUIT WIRING	51,373	4,110	5,651	0	9,761	19	41,612	488
005	DEVICES AND SWITCHES	6,824	0	0	0	0	0	6,824	0
006	LIGHTING	91,144	0	64,712	0	64,712	71	26,432	3,236
007	LOW VOLTAGE SYSTEMS	64,761	0	0	0	0	0	64,761	0
008	ALTERNATE #1	3,380	0	0	0	0	0	3,380	0
		288,180	61,579	78,566	0	140,145	49	148,035	7,007

AA

BP 26-1
MAR

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1

TO CONTRACTOR:
STORY CONSTRUCTION
2810 WAKEFIELD CIRCLE
AMES, IA 50010

PROJECT:
BONDURANT LIBRARY EXPANSION
104 - 2ND ST NE
BONDURANT, IA 50035

Application No: 5
Invoice No: 7301
Period To: 3/25/2021

FROM SUBCONTRACTOR:
Nelson Electric Company - Ames
239 South Bell Ave
Ames, IA 50010

VIA ARCHITECT

Architect's Project No:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	288,180.00
2. NET CHANGE BY CHANGE ORDERS	\$	0.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	288,180.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	195,263.34
5. RETAINAGE	\$	9,763.17
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	185,500.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	133,138.10
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	52,362.07
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	102,679.83

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by the 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 therein is now due.

CONTRACTOR: Nelson Electric Company - Ames

By: [Signature] Date: 3/22/2021

State of: Iowa
County of: Story

Subscribed and sworn to before
me this 22 day of March 2021

Notary Public: Shannon James
My Commission expires: 1/31/23



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 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 from the amount applied for.)

ARCHITECT:

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

CONTINUATION SHEET

Page 2

Application Number: 5
 Application Date: 3/25/2021
 Period To: 3/25/2021
 Architect's Project No:

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E)	WORK BILLED THIS PERIOD	MATERIALS STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
001	GENERAL ELECTRICAL	20,103	15,077	1,005	0	16,082	80	4,021	804
002	PANELS	8,203	8,203	0	0	8,203	100	0	410
003	FEEDERS	42,392	42,392	0	0	42,392	100	0	2,120
004	BRANCH CIRCUIT WIRING	51,373	9,761	18,494	0	28,255	55	23,118	1,413
005	DEVICES AND SWITCHES	6,824	0	0	0	0	0	6,824	0
006	LIGHTING	91,144	64,712	0	0	64,712	71	26,432	3,236
007	LOW VOLTAGE SYSTEMS	64,761	0	35,619	0	35,619	55	29,142	1,781
008	ALTERNATE #1	3,380	0	0	0	0	0	3,380	0
		288,180	140,145	55,118	0	195,263	68	92,917	9,763

AA

AIA Type Document
Application and Certification for Payment

Page 1 of 2

TO (OWNER): City of Bondurant
P.O. Box 37
Bondurant, IA 50035

PROJECT: Bondurant Community Lib. Exp
P.O. Box 37
Bondurant, IA 50035

APPLICATION NO: 4
PERIOD TO: 3/31/2021

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Absolute Concrete Construction
PO Box 148
Slater, IA 50244

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: Bondurant Community Lib Expansion

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 Type Document 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 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 Concrete Construction
PO Box 148 Slater, IA 50244

By: Stephanie Gibbs
Stephanie Gibbs / Controller

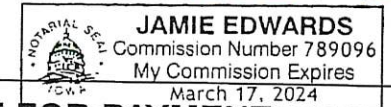
Date: 3/23/21

State of: IA

County of: Story

Subscribed and Sworn to before me this 23rd Day of March 20 21

Notary Public: Jamie Edwards
My Commission Expires: 3/17/24



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.)

ARCHITECT:

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.

1. ORIGINAL CONTRACT SUM	\$	359,069.00
2. Net Change by Change Orders	\$	3,057.26
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	362,126.26
4. TOTAL COMPLETED AND STORED TO DATE	\$	46,408.26
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work	\$	2,320.41
b. <u>0.00</u> % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	2,320.41
6. TOTAL EARNED LESS RETAINAGE	\$	44,087.85
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate)	\$	40,762.85
8. CURRENT PAYMENT DUE	\$	3,325.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6)	\$	318,038.41

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	3,057.26	0.00
Total approved this Month	0.00	0.00
TOTALS	3,057.26	0.00
NET CHANGES by Change Order	3,057.26	

AIA Type Document
Application and Certification for Payment

Page 2 of 2

TO (OWNER): City of Bondurant
P.O. Box 37
Bondurant, IA 50035

PROJECT: Bondurant Community Lib. Exp
P.O. Box 37
Bondurant, IA 50035

APPLICATION NO: 4
PERIOD TO: 3/31/2021

DISTRIBUTION
TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Absolute Concrete Construction
PO Box 148
Slater, IA 50244

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR: Bondurant Community Lib Expansion

CONTRACT DATE: 10/6/2020

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Paving and Curb and Gutter	78,350.00	0.00	0.00	0.00	0.00	0.00	78,350.00	0.00
2	Sidewalk	59,650.00	4,500.00	0.00	0.00	4,500.00	7.54	55,150.00	225.00
3	Earthwork, Pad Prep, Removals	115,069.00	20,631.00	3,500.00	0.00	24,131.00	20.97	90,938.00	1,206.55
4	Utilities	55,000.00	14,720.00	0.00	0.00	14,720.00	26.76	40,280.00	736.00
5	Permeable Pavers	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00	0.00
6	Survey	5,000.00	0.00	0.00	0.00	0.00	0.00	5,000.00	0.00
7	Striping \ Signage	1,000.00	0.00	0.00	0.00	0.00	0.00	1,000.00	0.00
8	Seeding and Erosion Control	10,000.00	0.00	0.00	0.00	0.00	0.00	10,000.00	0.00
9	Landscaping	15,000.00	0.00	0.00	0.00	0.00	0.00	15,000.00	0.00
10	CO#1 Wenthold Tree Removal	3,057.26	3,057.26	0.00	0.00	3,057.26	100.00	0.00	152.86
REPORT TOTALS		\$362,126.26	\$42,908.26	\$3,500.00	\$0.00	\$46,408.26	12.82	\$315,718.00	\$2,320.41



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

Item No. 5.i.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Pay Application No. 1 to Shive-Hattery for the Professional Services Agreement for Commerce Crossings Development Public Improvements Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to Council the approval of the attached resolution to approve pay app #1 in the amount of \$121,555.00 related to the professional services agreement for the Commerce Crossing Public Improvements Project.

As a reminder 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.

COMMISSION REVIEW/RECOMMENDATION: N/A

ALTERNATIVES TO APPROVAL: N/A

FUNDING SOURCE:

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-89
2. Pay Application No. 1

CITY OF BONDURANT
RESOLUTION NO. 210419-89

RESOLUTION APROVING PAY APPLICATION #1 FOR THE PROFESSIONAL
SERVICES AGREEMENT FOR THE COMMERCE CROSSING PUBLIC
IMPROVEMENT PROJECT TO SHIVE-HATTERY IN THE AMOUNT OF \$121,555.00

WHEREAS, on April 14th, 202 the City of Bondurant received pay app #1 for the professional services agreement for the Commerce Crossing Public Improvement Project; AND

WHEREAS, the City Council approves pay app #1 for the professional services agreement for the Commerce Crossing Public Improvement Project,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that pay application #1 for the Commerce Crossing Public Improvement Project professional services agreement is awarded to Shive-Hattery is hereby approved

Passed this 19th day of April 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				

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

April 14, 2021

Invoice No: 4194871 - 1

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 April 9, 2021:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Base Contract	347,300.00	35.00	121,555.00	0.00	121,555.00
Total Fee	347,300.00		121,555.00	0.00	121,555.00
	Total Fee				121,555.00
	AMOUNT DUE THIS INVOICE				\$121,555.00

CRB

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

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



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

Item No. 5.j.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Pay Application No. 2 to McAninch Corporation for the 23rd Street, SW and Shiloh Rose Parkway, SW Public Infrastructure Improvement Project in the amount of \$215,162.80

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff would recommend to Council the approval of the attached resolution to approve pay app #2 in the amount of \$215,162.80 related to 23rd ST. SW & Shiloh Rose Parkway SW Public Infrastructure Improvement Project.

This pay application is for work completed from March 27th through April 9th, 2021

COMMISSION REVIEW/RECOMMENDATION: N/A

ALTERNATIVES TO APPROVAL: N/A

FUNDING SOURCE: RISE/Bond Funding

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-90
2. Pay Application No. 2

CITY OF BONDURANT
RESOLUTION NO. 210419-90

RESOLUTION APPROVING PAY APPLICATION #2 TO MCANINCH CORPORATION
FOR THE 23rd STREET SW & SHILOH ROSE PKWY SW PUBLIC IMPROVEMENT
PROJECT IN THE AMOUNT OF \$215,162.80

WHEREAS, the 23rd St. SW & Shiloh Rose Pkwy SW Public Improvements Project Pay Application #2 was submitted on April 13th, 2021; AND

WHEREAS, the pay application #2 is for the 23rd St. SW & Shiloh Rose Pkwy SW Public Improvement Project; AND

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

WHEREAS, the amount for Pay Application #2 is \$215,162.80,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Application #2 for McAninch Corporation in the amount of \$215,162.80 is hereby approved.

Passed this 19th day of April 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				
Peffer				
Enos				
McKenzie				
Elrod				



CITY OF BONDURANT
200 2ND STREET NE
BONDURANT, IA 50313

PAY REQUEST #2

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

Project Title	23rd St SW / Shiloh Rose Pkwy Roadway Improvements Project			
S-H Project File Number	4201900			
RISE #	RM-0747(614)-80-77			
Orig. Contract Amount & Date	\$1,713,815.00	02/15/21		
Estimated Completion Date	October 1, 2021			
Pay Period	3/27/21 - 4/9/21			
Pay Request Number	2			
Date	April 9, 2021			

BID ITEMS														
			RISE ELIGIBLE		NON-RISE ELIGIBLE					RISE ELIGIBLE			NON-RISE ELIGIBLE	
ITEM NO.	ITEM	UNIT	DIVISION 2 QUANTITY	DIVISION 3A QUANTITY	DIVISION 3B QUANTITY	TOTAL QUANTITY	CONTRACTOR BID UNIT PRICE	EXTENDED PRICE		DIVISION 2 QUANTITY COMPLETED	DIVISION 3A QUANTITY COMPLETED	TOTAL RISE ELIGIBLE QUANTITY COMPLETED	DIVISION 3B QUANTITY COMPLETED	VALUE COMPLETED
1	CLEARING AND GRUBBING	ACRE	1.30	2.10	2.10	5.50	\$ 691.00	\$ 3,800.50		1.30	2.10	3.40	2.10	\$ 3,800.50
2	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	650.00	1240.00	1240.00	3130.00	\$ 10.60	\$ 33,178.00		650.00	457.50	1,107.50	457.50	\$ 16,589.00
3	EXCAVATION, CLASS 10, RDWY & BORROW	CY	3820.00	3215.00	3215.00	10250.00	\$ 2.74	\$ 28,085.00		3,820.00	652.50	4,472.50	652.50	\$ 14,042.50
4	SUBGRADE PREPARATION, 12 IN.	SY	3550.00	4820.00	4820.00	13190.00	\$ 0.30	\$ 3,957.00		3,550.00	5.65	3,555.65	5.65	\$ 1,068.39
5	SUBGRADE TREATMENT, CEMENT STABILIZATION	TON	160.00	130.00	130.00	420.00	\$ 267.00	\$ 112,140.00		50.40	0.00	50.40	0.00	\$ 13,456.80
6	MODIFIED SUBBASE, 6 IN.	SY	3550.00	4820.00	4820.00	13190.00	\$ 8.41	\$ 110,927.90		3,550.00	5.65	3,555.65	5.65	\$ 29,950.53
7	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 IN	LF	0.00	0.00	1630.00	1630.00	\$ 85.00	\$ 138,550.00		0.00	0.00	0.00	326.00	\$ 27,710.00
8	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 18 IN	LF	0.00	580.00	580.00	1160.00	\$ 58.00	\$ 67,280.00		0.00	0.00	0.00	0.00	\$ -
9	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 24 IN	LF	0.00	151.00	151.00	302.00	\$ 69.00	\$ 20,838.00		0.00	0.00	0.00	0.00	\$ -
10	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 30 IN	LF	0.00	67.00	67.00	134.00	\$ 96.00	\$ 12,864.00		0.00	0.00	0.00	0.00	\$ -
11	CONCRETE APRONS, 24 IN	EACH	0.00	0.50	0.50	1.00	\$ 1,921.00	\$ 1,921.00		0.00	0.00	0.00	0.00	\$ -
12	CONCRETE APRONS, 30 IN	EACH	0.00	0.50	0.50	1.00	\$ 2,092.00	\$ 2,092.00		0.00	0.00	0.00	0.00	\$ -
13	SUBDRAIN, LONGITUDINAL, 4 IN. PVC	LF	1190.00	1678.50	1678.50	4547.00	\$ 9.20	\$ 41,832.40		363.76	0.00	363.76	0.00	\$ 3,346.59
14	SUBDRAIN, OUTLETS AND CONNECTIONS	EACH	14.00	18.00	18.00	50.00	\$ 232.00	\$ 11,600.00		0.00	0.00	0.00	0.00	\$ -
15	LOCATING TILE LINES	STA	4.90	8.55	8.55	22.00	\$ 105.00	\$ 2,310.00		4.90	3.05	7.95	3.05	\$ 1,155.00
16	REPAIR TILE LINES, UNSPECIFIED SIZE AND TYPE	LF	100.00	175.00	175.00	450.00	\$ 10.00	\$ 4,500.00		0.00	0.00	0.00	0.00	\$ -
17	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	0.00	0.00	1283.00	1283.00	\$ 39.00	\$ 50,037.00		0.00	0.00	0.00	0.00	\$ -
18	WATER MAIN, TRENCHED, RESTRAINED JOINT, PVC, 12 IN.	LF	0.00	0.00	382.00	382.00	\$ 63.00	\$ 24,066.00		0.00	0.00	0.00	0.00	\$ -
19	FITTINGS, DUCTILE IRON, 12 IN., 45 DEG. BEND	EACH	0.00	0.00	4.00	4.00	\$ 632.00	\$ 2,528.00		0.00	0.00	0.00	0.00	\$ -
20	GATE VALVE ASSEMBLY, DIP, 12 IN.	EACH	0.00	0.00	2.00	2.00	\$ 2,341.00	\$ 4,682.00		0.00	0.00	0.00	0.00	\$ -
21	GATE VALVE ASSEMBLY, DIP, 12 IN., REMOVE AND RELOCATE	EACH	0.00	0.00	1.00	1.00	\$ 1,216.00	\$ 1,216.00		0.00	0.00	0.00	0.00	\$ -
22	FIRE HYDRANT ASSEMBLY, WM-201	EACH	0.00	0.00	3.00	3.00	\$ 4,364.00	\$ 13,092.00		0.00	0.00	0.00	0.00	\$ -
23	FIRE HYDRANT ASSEMBLY, REMOVE AND RELOCATE	EACH	0.00	0.00	1.00	1.00	\$ 1,670.00	\$ 1,670.00		1.00	0.00	1.00	0.00	\$ 1,670.00
24	CONNECTION TO EXISTING WATER SYSTEM	EACH	0.00	0.00	1.00	1.00	\$ 1,181.00	\$ 1,181.00		0.00	0.00	0.00	0.00	\$ -
25	SANITARY SEWER MANHOLE, SW-301, 48 IN	EACH	0.00	0.00	6.00	6.00	\$ 4,091.00	\$ 24,546.00		0.00	0.00	0.00	3.00	\$ 12,273.00
26	INTAKE, DOUBLE GRATE, SW-505	EACH	0.00	3.00	3.00	6.00	\$ 4,123.00	\$ 24,738.00		0.00	0.00	0.00	0.00	\$ -
27	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EACH	0.00	3.00	3.00	6.00	\$ 5,880.00	\$ 35,280.00		0.00	0.00	0.00	0.00	\$ -
28	INTAKE, STORM SEWER, SW-512, 30 IN	EACH	0.00	0.50	0.50	1.00	\$ 2,054.00	\$ 2,054.00		0.00	0.00	0.00	0.00	\$ -
29	INTAKE, DOUBLE GRATE, SW-505 MOD, TYPE A	EACH	0.00	1.50	1.50	3.00	\$ 4,927.00	\$ 14,781.00		0.00	0.00	0.00	0.00	\$ -
30	INTAKE, DOUBLE GRATE W/ MANHOLE, SW-506 MOD, TYPE A	EACH	0.00	1.50	1.50	3.00	\$ 7,729.00	\$ 23,187.00		0.00	0.00	0.00	0.00	\$ -
31	INTAKE ADJUSTMENT, MINOR	EACH	6.00	0.00	0.00	6.00	\$ 918.00	\$ 5,508.00		6.00	0.00	6.00	0.00	\$ 5,508.00
32	STD / S-F PCC PAVEMENT, CLASS C-SUD, 9 IN.	SY	3150.00	4220.00	4220.00	11590.00	\$ 49.45	\$ 573,125.50		2,700.47	0.00	2,700.47	0.00	\$ 133,538.24
33	SIDEWALK, PCC, 5 IN.	SY	210.00	455.00	455.00	1120.00	\$ 44.50	\$ 49,840.00		0.00	0.00	0.00	0.00	\$ -
34	DETECTABLE WARNINGS	SF	40.00	0.00	0.00	40.00	\$ 41.00	\$ 1,640.00		0.00	0.00	0.00	0.00	\$ -
35	REMOVAL OF EXISTING GRAVEL SHOULDER	SY	0.00	35.00	35.00	70.00	\$ 30.00	\$ 2,100.00		0.00	0.00	0.00	0.00	\$ -
36	PAINTED PAVEMENT MARKINGS, DURABLE	STA	12.90	22.30	22.30	57.50	\$ 102.00	\$ 5,865.00		0.00	0.00	0.00	0.00	\$ -
37	PAINTED PAVEMENT SYMBOLS AND LEGENDS, DURABLE	EACH	4.00	4.00	4.00	12.00	\$ 255.00	\$ 3,060.00		0.00	0.00	0.00	0.00	\$ -
38	TRAFFIC CONTROL	LS	0.50	0.25	0.25	1.00	\$ 6,120.00	\$ 6,120.00		0.00	0.00	0.00	0.00	\$ -
39	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	ACRE	0.30	0.65	0.65	1.60	\$ 2,856.00	\$ 4,569.60		0.00	0.00	0.00	0.00	\$ -
40	HYDRAULIC SEEDING, FERTILIZING, TYPE 2	ACRE	0.30	0.50	0.50	1.30	\$ 2,295.00	\$ 2,983.50		0.00	0.00	0.00	0.00	\$ -
41	TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	EACH	22.00	18.50	18.50	59.00	\$ 408.00	\$ 24,072.00		0.00	0.00	0.00	0.00	\$ -
42	SWPPP PREPARATION	LS	0.50	0.25	0.25	1.00	\$ 1,224.00	\$ 1,224.00		0.50	0.25	0.75	0.25	\$ 1,224.00
43	SWPPP MANAGEMENT	LS	0.50	0.25	0.25	1.00	\$ 3,060.00	\$ 3,060.00		0.25	0.00	0.25	0.00	\$ 765.00
44	FILTER SOCK, 8 IN.	LF	1390.00	1875.00	1875.00	5140.00	\$ 1.50	\$ 7,710.00		0.00	0.00	0.00	0.00	\$ -
45	REMOVAL OF FILTER SOCK	LF	1390.00	1875.00	1875.00	5140.00	\$ 0.20	\$ 1,028.00		0.00	0.00	0.00	0.00	\$ -

46	TEMPORARY RECP, WOOD EXCELSIOR MAT	SQ	0.00	305.00	305.00	610.00	\$ 10.70	\$ 6,527.00	0.00	0.00	0.00	0.00	\$ -
47	RIP-RAP, CLASS E	TON	0.00	52.00	52.00	104.00	\$ 49.00	\$ 5,096.00	0.00	0.00	0.00	0.00	\$ -
48	EROSION STONE	TON	26.00	0.00	0.00	26.00	\$ 66.00	\$ 1,716.00	0.00	0.00	0.00	0.00	\$ -
49	SILT FENCE OR DITCH CHECK	LF	1070.00	1325.00	1325.00	3720.00	\$ 1.45	\$ 5,394.00	1,070.00	1,199.00	2,209.00	1,199.00	\$ 4,854.80
50	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT	LF	1070.00	1325.00	1325.00	3720.00	\$ 0.05	\$ 186.00	0.00	0.00	0.00	0.00	\$ -
51	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE	LF	1070.00	1325.00	1325.00	3720.00	\$ 0.05	\$ 186.00	0.00	0.00	0.00	0.00	\$ -
52	STABILIZED CONSTRUCTION ENTRANCE	SY	140.00	70.00	70.00	280.00	\$ 22.00	\$ 6,160.00	0.00	0.00	0.00	0.00	\$ -
53	EROSION CONTROL MULCHING, HYDROMULCH	ACRE	0.60	1.15	1.15	2.90	\$ 1,224.00	\$ 3,549.60	0.00	0.00	0.00	0.00	\$ -
54	INTAKE PROTECTION DEVICE	EACH	9.00	13.00	13.00	35.00	\$ 153.00	\$ 5,355.00	0.00	0.00	0.00	0.00	\$ -
55	INLET PROTECTION DEVICE, REMOVAL OF SEDIMENT	EACH	9.00	13.00	13.00	35.00	\$ 20.40	\$ 714.00	0.00	0.00	0.00	0.00	\$ -
56	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	EACH	9.00	13.00	13.00	35.00	\$ 20.40	\$ 714.00	0.00	0.00	0.00	0.00	\$ -
57	MOWING	ACRE	0.60	1.30	1.30	3.20	\$ 306.00	\$ 979.20	0.60	1.30	1.90	1.30	\$ 979.20
58	MOBILIZATION	LS	0.50	0.25	0.25	1.00	\$ 61,098.80	\$ 61,098.80	0.50	0.00	0.50	0.00	\$ 30,549.40
59	CONCRETE WASHOUT	LS	0.50	0.25	0.25	1.00	\$ 5,300.00	\$ 5,300.00	0.50	0.00	0.50	0.00	\$ 2,650.00
60	NO EXCUSE ROAD OPENING BONUS	LS	1.00	0.00	0.00	1.00	\$ 100,000.00	\$ 100,000.00	0.00	0.00	0.00	0.00	\$ -
							TOTAL	\$ 1,713,815.00					\$ 305,130.76

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price	\$	1,713,815.00	\$ 305,130.76
Approved Change Order #			
Revised Contract Price	\$	1,713,815.00	\$ 305,130.76
Retainage (5%)	\$		15,256.54
Liquidated Damages			
Total Earned Less Retainage	\$		289,874.22
Total Previously Approved (list each)	Pay Request #1	\$74,711.42	
Total Previously Approved	\$		74,711.42
Amount Due This Request	\$		215,162.80
Percent Complete			18%
Percent of Contract Period Utilized			17%

The amount of: **\$215,162.80** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Recommended By:	Checked By:
McAninch Corporation	Ryan Companies	Shive-Hattery	City of Bondurant
Signature: Matthew J. Dykstra	Signature: Eric Bridgewater	Signature: David Filehler	Signature:
Name: Matt Dykstra	Name: Eric Bridgewater	Name: David Filehler, PE	Name: John Horton
Title: Vice President	Title: Project Manager	Title: Project Engineer	Title: Public Works Director
Date: 04/13/2021	Date: 04/13/2021	Date:	Date:

Owner: City of Bondurant	Approved by: x _____	Date: _____
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**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.k.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Change Orders Totaling \$85,945.19 for the 2021 Bondurant Community Library Expansion Project

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Staff recommends to Council the approval of the attached resolution to approve change orders in the amount detailed below. Some of the requests you may have seen previously in the form of “Change Requests”, but this is the formal Change Order document that will change the amount of the respective contracts on the various bid packages.

Change orders include:

Bid Package Number/Contractor	Purpose	Amount
BP04-01/Seedorff Masonry Inc. (CO2)	Temporary Masonry Enclosure and Cleaning of Existing Brick and Sealant	\$4,703.00
BP31-01/Absolute Concrete Construction (CO1)	Tree Stump Removal	\$3,057.26
BP31-01/Absolute Concrete Construction (CO2)	Additional paving	\$61,550.85
BP22-01/Brockway Mechanical & Roofing Co., Inc. (CO1)	Additional Coordination Labor, duct work, new regulators, and temp heat, and east addition sink line	\$3,198.89
BP09-05/Ideal Floors, Inc. (CO-1)	Floor Grinding & Floor Skim	\$1,516.00
BP09-01/Hilsabeck Schacht, Inc. (CO 1)	Temporary Electric room, Insulation Add at Existing Screen Wall Columns, and Area C Temporary Enclosure at Clearstory Glass	\$4,970.00

BP06-01/R.H.Grabau Construction, Inc. (CO3)	Steel at Existing RTU's	\$3,120.89
BP06-01/R.H.Grabau Construction, Inc. (CO2)	Donor Plaque Credit/Steel Angles at Curtain Walls	\$(551.70)
BP03-01/Smart Concrete Solutions (CO1)	Added stoop at Door 116.1 and Winter Concrete Protection	\$4,380.00
	Total	\$85,945.19

COMMISSION REVIEW/RECOMMENDATION: The Library Board has reviewed change orders.

ALTERNATIVES TO APPRVOAL:

FUNDING SOURCE: LOSST/Library Bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-91
2. Change Orders

CITY OF BONDURANT
RESOLUTION NO. 210419-91

RESOLUTION APPROVING CHANGE ORDERS TOTALING \$85,945.19 FOR
THE 2021 BONDURANT COMMUNITY LIBRARY EXPANSION PROJECT

WHEREAS, the Library Expansion Project Change Orders have been submitted for review; AND

WHEREAS, the change orders are as follows:

Bid Package Number/Contractor	Purpose	Amount
BP04-01/Seedorff Masonry Inc. (CO2)	Temporary Masonry Enclosure and Cleaning of Existing Brick and Sealant	\$4,703.00
BP31-01/Absolute Concrete Construction (CO1)	Tree Stump Removal	\$3,057.26
BP31-01/Absolute Concrete Construction (CO2)	Additional paving	\$61,550.85
BP22-01/Brockway Mechanical & Roofing Co., Inc. (CO1)	Additional Coordination Labor, duct work, new regulators, and temp heat, and east addition sink line	\$3,198.89
BP09-05/Ideal Floors, Inc. (CO-1)	Floor Grinding & Floor Skim	\$1,516.00
BP09-01)/Hilsabeck Schacht, Inc. (CO 1)	Temporary Electric room, Insulation Add at Existing Screen Wall Columns, and Area C Temporary Enclosure at Clearstory Glass	\$4,970.00
BP06-01/R.H.Grabau Construction, Inc. (CO3)	Steel at Existing RTU's	\$3,120.89
BP06-01/R.H.Grabau Construction, Inc. (CO2)	Donor Plaque Credit/Steel Angles at Curtain Walls	\$(551.70)

BP03-01/Smart Concrete Solutions (CO1)	Added stoop at Door 116.1 and Winter Concrete Protection	\$4,380.00
	Total	\$85,945.19

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the change orders totaling \$89,945.19 as detailed above are hereby approved.

Passed this 19th day of April 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				



CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: **001**

DATE: **April 8, 2021**

CONTRACT FOR: **Bid Package No. 03-1 Concrete Foundations & Slabs**

CONTRACTOR: **Smart Concrete Solutions**
7405 University Ave. STE 3
Clive, Iowa 50325

THE CONTRACT IS CHANGED AS FOLLOWS:

CRS-005 Added Stoop at Door 116.1	Add	\$2,000.00
CCD-002 Winter Concrete Protection.....	Add	2,380.00

Current Contract Amount:	\$ 145,000.00
Contract Amount will be increased by this Change Order:	4,380.00
New Contract Amount including this Change Order:	\$ 149,380.00

Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

STORY CONSTRUCTION CO.

Construction Manager

2810 Wakefield Circle

Ames, Iowa 50010

By: 

Date:

4/8/21

SMART CONCRETE SOLUTIONS

Bid Package Contractor

7405 University Ave. STE 3

Clive, Iowa 50325

By: 

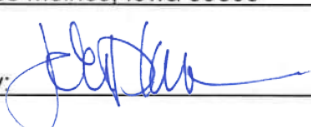
Date: 4/8/21

FEH DESIGN

Architect

604 E. Grand Ave.

Des Moines, Iowa 50309

By: 

Date: 04-13-2021

CITY OF BONDURANT

Owner

100 Lincoln St. NE

Bondurant, Iowa 50035

By:

Date:



Change Request Summary

PROJECT: Bondurant Community Library Expansion

CHANGE REQUEST NO.: CR-005

DATE: January 22, 2021

SUBJECT: Added Stoop at Door 116.1

PROPOSED CHANGE DESCRIPTION

1. Pricing to furnish and install material for concrete stoop foundation at door 116.1 on East addition.

Refer to drawing attached.

SUMMARY OF COST BREAKDOWN:

<u>BP #</u>	<u>Description</u>	<u>Amount</u>
BP 03-1 Smart Concrete	Added Stoop at Door 116.1	\$ 2,000.00

Story Construction Co.
Contractor

FEH Design
Designer

Bondurant Library Board
Owner

☒ Recommend Acceptance

☐ Recommend Acceptance

☒ Accepted

☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

By: 

By: 

By: 

Date: 1/25/21

Date: 02-24-2021

Date: 4-7-2021

cc: Field
File

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



Change Request

PROJECT: **Bondurant Community Library Expansion**

CHANGE REQUEST NO.: **CR-005**

DATE: **January 19, 2021**

COPIES TO: **BP 03-1 Smart Concrete Solutions**

SUBJECT: **Added Stoop at Door 116.1**

PROPOSED CHANGE - Please review the following proposed change to the Contract Documents and determine the impact on your work:

1. Provide pricing to furnish and install material for concrete stoop foundation at door 116.1 on East addition.

Refer to drawing attached.

CONTRACTOR PROPOSAL - List breakdown of costs for the proposed change in the space below. Attach breakdown if additional space is required. Include any comments or remarks and advise if proposed change affects contract time. If this is a no cost change, please note in space below. Execute, date, and respond no later than January 22, 2021.

Return to Story Construction Co., via submittal exchange.

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
BP 03-1 Smart Concrete	Added Stoop at Door 116.1	\$ <u>2000</u>
Total Change		\$ <u>2000</u>
		Material: \$800 Labor: \$1,200

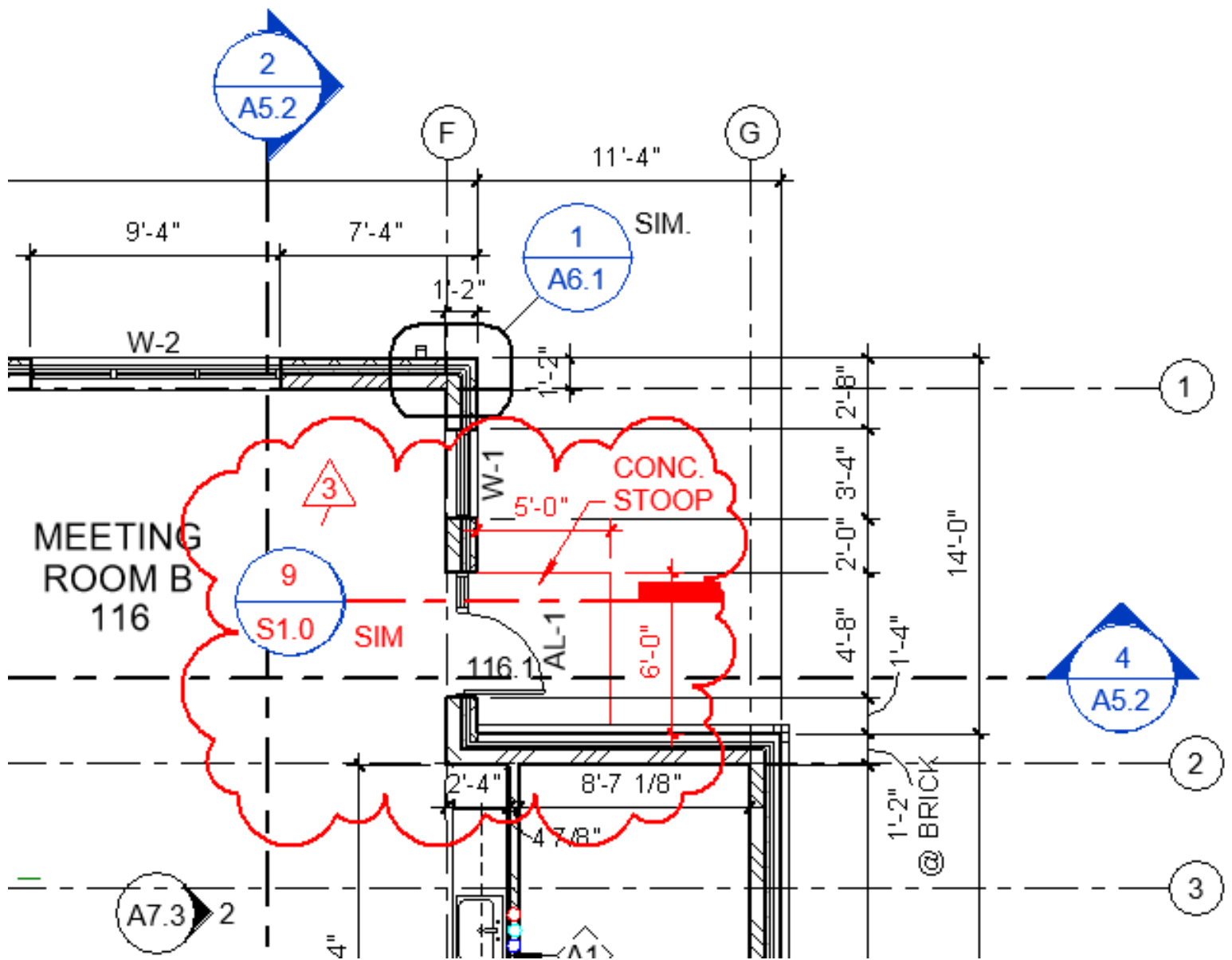
Signature: Joel Waltz

Date: 1/19/21

Attachments
cc: Field
File

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



BONDURANT COMMUNITY LIBRARY RFI-011 - MISSING CONCRETE STOOP



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-002

Date: February 1, 2021
To: BP 03-1 Smart Concrete Solutions
Subject: Winter Concrete Protection
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

Please provide time and material for extra winter protection.

Contractor

BP 03-1 Smart Concrete	T&M	\$ 2,380.00
------------------------	-----	-------------

Issued by Story Construction Co.

Clint Jensen
Project Manager

Authorized by:

City of Bondurant

cc: Richard Van
Charlie Harris
Janie Bates

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



TO:

CHANGE ORDER REQUEST FOR:

Story Construction	JOB NAME:	Bondurant Library
	Job #	20-122
	Change Description:	Covering Costs
	Work Type:	Foundation/Floor
	Date:	12/23/2020

Description of Extra Work

Covering Costs for Foundations and Floors

EXTRA WORK ITEM BREAKDOWN	Qty	Unit	\$/Unit	Total Value
Covering				
Labor	24.50	Mhr	\$60.00	\$1,470.00
Blanket Rental (10 x 10 day)	100.00	Units	\$7.00	\$700.00
Blanket Rental (6 x 5 day)	30.00	Units	\$7.00	\$210.00

CHANGE ORDER TOTAL: \$2,380.00



Extra Work Order

Job:	Bondurant Library addition
Date:	11-30-2020
Supervisor:	charly
Weather:	
Crew Size (Including Foreman)	2

Extra Work Performed During Today

Description of Extra Work cover blankets northeast
footing area 1.5 hour + 2 hour
drive to our yard and get 10 pc blankets

Task (Form, Rebar, Pour, Demo, Core-out, Etc.)	Labor/Material/Equipment (For Material and Equipment: Specify Type)	# Of Hours or Quantity of Material	Units (MH, HR, CY, TON, LF)
	3.5 MH hours		
	10 blankets	starting	11-30-2020

** Use additional sheets if necessary **

Approval of Extra Work by Client's Superintendent

Name: Cherie Harris Date: 11/30/20

Signature: [Signature]

TIME RECEIVED
P.M. TO VERIFY COST.



Extra Work Order

Job:	Bondurant Library addition
Date:	12-02-2020
Supervisor:	charlie
Weather:	
Crew Size (Including Foreman)	2

Extra Work Performed During Today

Description of Extra Work Uncover blankets Footing Northeast
area , COVER

Task (Form, Rebar, Pour, Demo, Core-out, Etc.)	Labor/Material/Equipment (For Material and Equipment: Specify Type)	# Of Hours or Quantity of Material	Units (MH, HR, CY, TON, LF)
	3 MH hours		
	10pc blankets		

** Use additional sheets if necessary **

Approval of Extra Work by Client's Superintendent

Name: Charlie Harris Date: 12/2/20

Signature: [Signature]

Pm TO VERIFY CONTRACT



Extra Work Order

Job:	Bondurant Library
Date:	12-04-2020
Supervisor:	
Weather:	
Crew Size (Including Foreman)	3

Extra Work Performed During Today

Description of Extra Work cover interior slab NW area
and SW area 6 blankets from smart

Task (Form, Rebar, Pour, Demo, Core-out, Etc.)	Labor/Material/Equipment (For Material and Equipment: Specify Type)	# Of Hours or Quantity of Material	Units (MH, HR, CY, TON, LF)
	3.5 MH hours		

** Use additional sheets if necessary**

Approval of Extra Work by Client's Superintendent

Name: Richard Van Date: 12/8/20
Signature: [Signature]



Extra Work Order

Job:	Bondurant Libratory addition
Date:	12-07-2020
Supervisor:	
Weather:	
Crew Size (Including Foreman)	2

Extra Work Performed During Today

Description of Extra Work UNCOVER
COVER blankets on curb
N.E. area 2 guys 60 minutes each guy

Task (Form, Rebar, Pour, Demo, Core-out, Etc.)	Labor/Material/Equipment (For Material and Equipment: Specify Type)	# Of Hours or Quantity of Material	Units (MH, HR, CY, TON, LF)
	2 MN hours		

** Use additional sheets if necessary**

Approval of Extra Work by Client's Superintendent

Name: Richard Van Date: 12/8/20
 Signature: [Signature]



Extra Work Order

Job:	Bandurant Library addition
Date:	12-08-2020
Supervisor:	
Weather:	
Crew Size (Including Foreman)	

Extra Work Performed During Today

Description of Extra Work uncover, cover blanket
curb area NE 4 guys 30 minutes each 2 hours
cover slab area SW area 3 guys
1 hour each 3 hours

Task (Form, Rebar, Pour, Demo, Core-out, Etc.)	Labor/Material/Equipment (For Material and Equipment: Specify Type)	# Of Hours or Quantity of Material	Units (MH, HR, CY, TON, LF)
	5 MN hours		
	today is last day	OF rental our blankets	

** Use additional sheets if necessary **

Approval of Extra Work by Client's Superintendent

Name: Richard Van Date: 12/8/20
Signature: [Signature]



CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: **002**

DATE: **April 8, 2021**

CONTRACT FOR: **Bid Package No. 04-1 - Unit Masonry**

CONTRACTOR: **Seedorff Masonry, Inc.**
12345 University Ave. STE 100
Clive, Iowa 50325

THE CONTRACT IS CHANGED AS FOLLOWS:

CR-010 Temporary Masonry Enclosure	Add	\$ 3,800.00
CR-010-1 Temporary Enclosure Credit	Deduct	(1,900.00)
CR-016 Cleaning of Existing Brick & Sealant.....	Add	2,803.00

Current Contract Amount:	\$ 273,485.00
Contract Amount will be increased by this Change Order:	4,703.00
New Contract Amount including this Change Order:	\$ 278,188.00

Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

STORY CONSTRUCTION CO.
Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

By: 

Date: 4/8/21

SEEDORFF MASONRY, INC.
Bid Package Contractor
12345 University Ave. STE 100
Clive, Iowa 50325

By: 

Date: 4-8-21

FEH DESIGN
Architect
604 E. Grand Ave.
Des Moines, Iowa 50309

By: 

Date: 04-13-2021

CITY OF BONDURANT
Owner
100 Lincoln St. NE
Bondurant, Iowa 50035

By: _____

Date: _____



Change Order Request

SEEDORFF MASONRY, INC.
12345 UNIVERSITY AVE STE 100
CLIVE IA 50325-8284
Phone: (515)289-2036
Fax: (515)289-2034

Date: 2/25/2021

To: STORY CONSTRUCTION CO
2810 WAKEFIELD CIRCLE
AMES, IA 50010

SMI Job #: 20044-

Name: BONDURANT COMMUNITY LIBRARY EXPANSION
104 2ND ST
BONDURANT, IA 50035-1389

Change Order Request #: 5 Description: Winter Enclosure @aera A

We hereby submit specifications and estimates based on the terms and conditions of our executed contract.

Details: Furnish and install reinforce poly over our scaffodling along all three sides of area A. This work will allow SMI to install the masonry veneer when the air tempatures are below 32 but above 25.

We Propose hereby to furnish labor and material - complete in accordance with the above specifications, for
an ADD of \$3,800.00

Please note that Seedorff Masonry, Inc. will require an extra 2.00 days to complete this work.

Submitted by:

CORY FREEBORN

CORY FREEBORN

SEEDORFF MASONRY, INC.

Note: This proposal is only valid for 30 Days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Agreement herewith shall be evidenced by the Customer's signature hereon or by permitting Seedorff Masonry, Inc. to commence this work.

Firm: _____

Signature: _____

Date of Acceptance: _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



Change Request Summary

PROJECT: Bondurant Community Library Expansion

CHANGE REQUEST NO.: CR-010-1

DATE: April 2, 2021

SUBJECT: Temporary Enclosure Credit

PROPOSED CHANGE DESCRIPTION

Credit to Owner for labor hours not used to install temporary enclosure on East side and portion of South side at Area A. Weather during this time allowed the work to proceed without the need for enclosures.

SUMMARY OF COST BREAKDOWN:

<u>BP #</u>	<u>Description</u>	<u>Amount</u>
BP 04-1 Seedorff	Temp Enclosure Credit	(\$1,900.00)

Story Construction Co.
Contractor

FEH Design
Designer

City of Bondurant
Owner

☒ Recommend Acceptance

☒ Recommend Acceptance

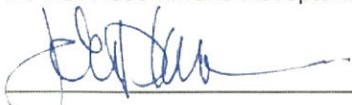
☒ Accepted

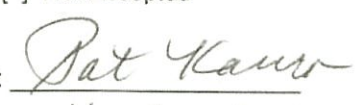
☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

By: 

By: 

By: 

Date: 4/5/21

Date: 04-06-2021

Date: 4-7-2021

cc: Field
File



Change Request

PROJECT: **Bondurant Community Library Expansion**

CHANGE REQUEST NO.: **CR-010**

DATE: **February 25, 2021**

COPIES TO: **BP 04-1 Seedorff Masonry Inc**

SUBJECT: **Temporary Masonry Enclosure**

PROPOSED CHANGE - Please review the following proposed change to the Contract Documents and determine the impact on your work:

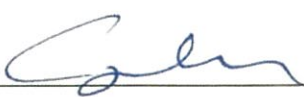
1. Provide price to furnish and install plastic membrane around scaffolding at South addition on all sides for a temporary enclosure to maintain adequate temperatures for proper installation of masonry units.

CM will provide heat source to enclosure.

CONTRACTOR PROPOSAL - List breakdown of costs for the proposed change in the space below. Attach breakdown if additional space is required. Include any comments or remarks and advise if proposed change affects contract time. If this is a no cost change, please note in space below. Execute, date, and respond no later than March 1, 2021.

Return to Story Construction Co., via submittal exchange.

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
BP 04-1 Seedorff	Temporary Masonry Enclosure	\$ <u>1,900</u>
Total Change		\$ <u>1,900</u>

Signature: 

Date: 3-18-21

Attachments
cc: Field
File

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



Change Order Request

SEEDORFF MASONRY, INC.
12345 UNIVERSITY AVE STE 100
CLIVE IA 50325-8284
Phone: (515)289-2036
Fax: (515)289-2034

Date: 2/25/2021

To: STORY CONSTRUCTION CO
2810 WAKEFIELD CIRCLE
AMES, IA 50010

SMI Job #: 20044-

Name: BONDURANT COMMUNITY LIBRARY EXPANSION
104 2ND ST
BONDURANT, IA 50035-1389

Change Order Request #: 5 Description: Winter Enclosure @aera A

We hereby submit specifications and estimates based on the terms and conditions of our executed contract.

Details: Furnish and install reinforce poly over our scaffolding along all three sides of area A. This work will allow SMI to install the masonry veneer when the air temperatures are below 32 but above 25.

We Propose hereby to furnish labor and material - complete in accordance with the above specifications, for

an ADD of ~~\$3,800.00~~

\$ 1,900

ONLY HALF OF AREA "A"

Please note that Seedorff Masonry, Inc. will require an extra 2.00 days to complete this work.

NEEDEN POLY

*CP
3/18/21*

Submitted by:

CORY FREEBORN

CORY FREEBORN

SEEDORFF MASONRY, INC.

Note: This proposal is only valid for 30 Days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Agreement herewith shall be evidenced by the Customer's signature hereon or by permitting Seedorff Masonry, Inc. to commence this work.

Firm: _____
Signature: _____
Date of Acceptance: _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



Change Request Summary

PROJECT: Bondurant Community Library Expansion CHANGE REQUEST NO.: CR-016
DATE: April 1, 2021
SUBJECT: Cleaning of Existing Brick & Sealant

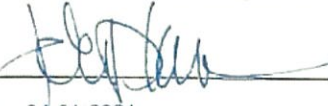
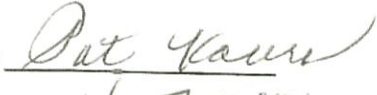
PROPOSED CHANGE DESCRIPTION

Pricing for cleaning of existing block and brick on North, West and South faces of existing building.

Pricing to add sealant to existing burnished block on North side of existing building.

SUMMARY OF COST BREAKDOWN:

<u>BP #</u>	<u>Description</u>	<u>Amount</u>
BP 04-1 Seedorff Masonry	Cleaning of Existing Brick & Rockface	\$ 2,593.00
BP 04-1 Seedorff Masonry	Sealer of Existing Burnish Brick	<u>\$ 210.00</u>
Total Change		\$ 2,803.00

Story Construction Co. Contractor	FEH Design Designer	City of Bondurant Owner
☒ Recommend Acceptance	☒ Recommend Acceptance	☒ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
By: 	By: 	By: 
Date: <u>4/1/21</u>	Date: <u>04-01-2021</u>	Date: <u>4-7-2021</u>

cc: Field
File

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



Change Order Request

SEEDORFF MASONRY, INC.

12345 UNIVERSITY AVE STE 100
CLIVE IA 50325-8284
Phone: (515)289-2036
Fax: (515)289-2034

Date: 1/18/2021

To: STORY CONSTRUCTION CO
2810 WAKEFIELD CIRCLE
AMES, IA 50010

SMI Job #: 20044-

Name: BONDURANT COMMUNITY LIBRARY EXPANSION
104 2ND ST
BONDURANT, IA 50035-1389

Change Order Request #: 3 Description: Washing @existing rockface block

We hereby submit specifications and estimates based on the terms and conditions of our executed contract.

Details: Clean the existing rockface block on the north, south and west elevations

We Propose hereby to furnish labor and material - complete in accordance with the above specifications, for
an ADD of \$955.00

Please note that Seedorff Masonry, Inc. will require an extra 1.00 day to complete this work.

Submitted by: CORY FREEBORN

CORY FREEBORN

SEEDORFF MASONRY, INC.

Note: This proposal is only valid for 30 Days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Agreement herewith shall be evidenced by the Customer's signature hereon or by permitting Seedorff Masonry, Inc. to commence this work.

Firm: _____

Signature: _____

Date of Acceptance: _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



Change Order Request

SEEDORFF MASONRY, INC.

12345 UNIVERSITY AVE STE 100
CLIVE IA 50325-8284
Phone: (515)289-2036
Fax: (515)289-2034

Date: 1/18/2021

To: STORY CONSTRUCTION CO
2810 WAKEFIELD CIRCLE
AMES, IA 50010

SMI Job #: 20044-

Name: BONDURANT COMMUNITY LIBRARY EXPANSION
104 2ND ST
BONDURANT, IA 50035-1389

Change Order Request #: 2 Description: Sealer @existing burnish block

We hereby submit specifications and estimates based on the terms and conditions of our executed contract.

Details: Apply one coat of a sealer product to the existing burnish block bands to match the new burnish block at the new additions.

We Propose hereby to furnish labor and material - complete in accordance with the above specifications, for
an ADD of \$210.00

Please note that Seedorff Masonry, Inc. will require - Will Be Determined - extra days to complete this work.

Submitted by: CORY FREEBORN

CORY FREEBORN

SEEDORFF MASONRY, INC.

Note: This proposal is only valid for 30 Days.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Agreement herewith shall be evidenced by the Customer's signature hereon or by permitting Seedorff Masonry, Inc. to commence this work.

Firm: _____

Signature: _____

Date of Acceptance: _____

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: 002

DATE: February 12, 2021

CONTRACT FOR: **Bid Package No. 06-1 – General Carpentry, Building Demolition & Steel**

CONTRACTOR: **R.H. Grabau Construction, Inc.**
871 P Avenue; PO Box 99
Boone, Iowa 50036

THE CONTRACT IS CHANGED AS FOLLOWS:

CRS-008 Donor Plaque Credit.....	Deduct	(\$707.00)
CRS-009 Steel Angles at Curtain Walls	Add	155.30

Current Contract Amount:	\$ 593,235.91
Contract Amount will be decreased by this Change Order:	(551.70)
New Contract Amount including this Change Order:	\$ 592,684.21

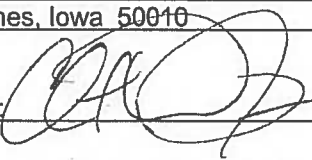
Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

STORY CONSTRUCTION CO.

Construction Manager

2810 Wakefield Circle

Ames, Iowa 50010

By: 

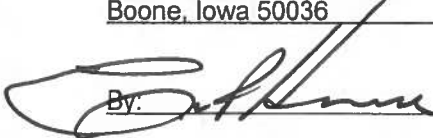
Date: 2/12/21

R.H. GRABAU CONSTRUCTION, INC.

Bid Package Contractor

871 P Avenue; PO Box 99

Boone, Iowa 50036

By: 

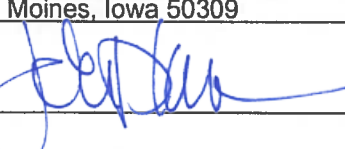
Date: 2-22-21

FEH DESIGN

Architect

604 E. Grand Ave.

Des Moines, Iowa 50309

By: 

Date: 02-24-2021

CITY OF BONDURANT

Owner

100 Lincoln St. NE

Bondurant, Iowa 50035

By: _____

Date: _____



Change Request Summary

PROJECT: **Bondurant Community Library Expansion**

CHANGE REQUEST NO.: **CR-008**

DATE: **February 2, 2021**

SUBJECT: **Donor Plaque Credit**

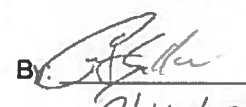
PROPOSED CHANGE DESCRIPTION

Credit back to Owner for new lettering 'Our Gracious Donors...' that was priced during Bid. The words 'Our Gracious Donors...' is to be relocated as shown in Contract Drawings. New lettering will not be needed due to reusing of existing.

Refer to attached drawing(s).

SUMMARY OF COST BREAKDOWN:

<u>BP #</u>	<u>Description</u>	<u>Amount</u>
BP 06-1 Grabau	Donor Plaque Credit	(\$ 707.00)

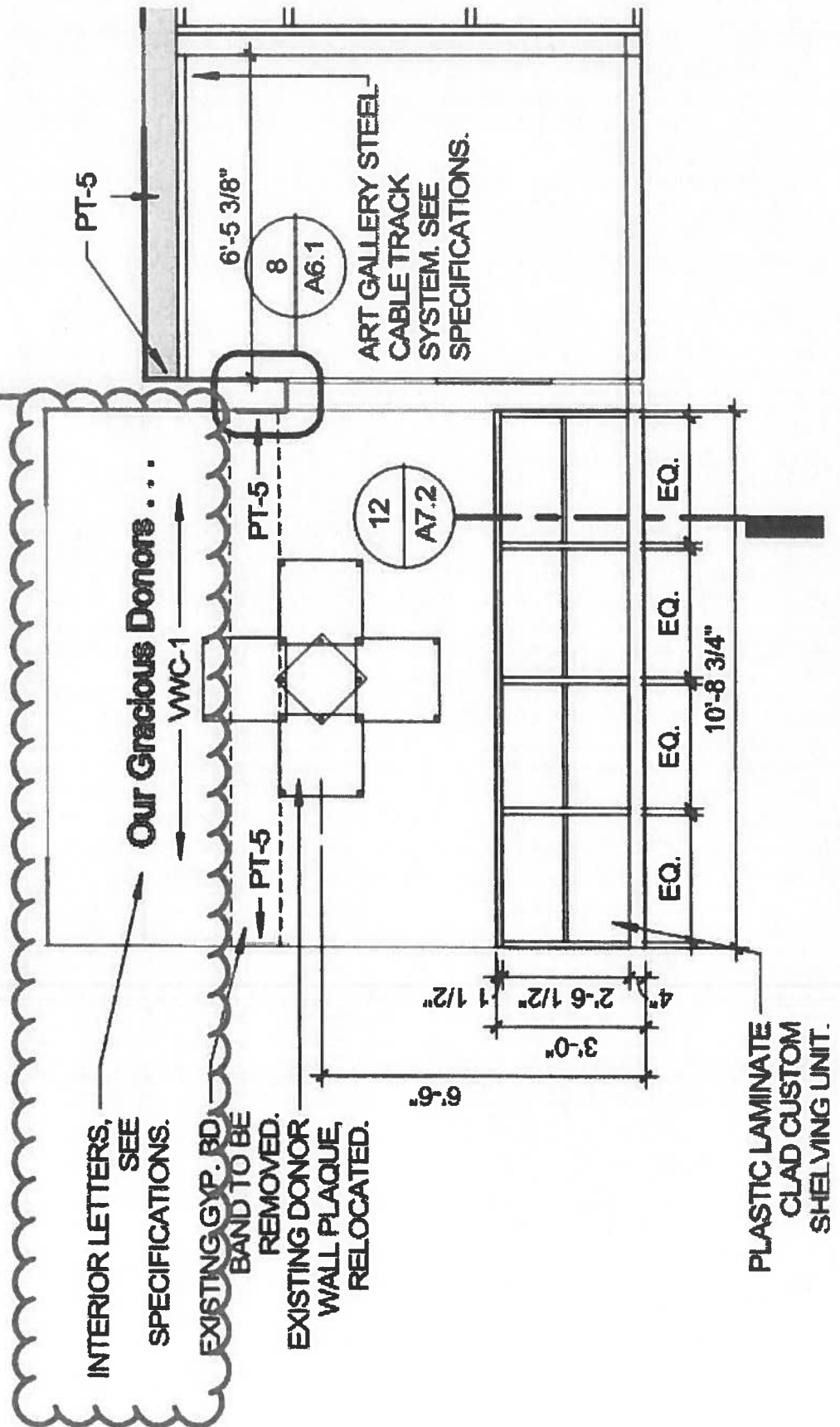
Story Construction Co. Contractor	FEH Design Designer	City of Bondurant Owner
☐ Recommend Acceptance	☐ Recommend Acceptance	☒ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
By: _____	By: _____	By: 
Date: _____	Date: _____	Date: <u>2/16/2021</u>

cc: Field
File

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GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT

reuse existing
lettering from
current location
(8/A7.2)





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GENERAL CONTRACTOR**

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515-432-6935 • FAX 515-432-9639 • www.grabauconst.com

Since 1946

CHANGE PROPOSAL

CR-008

JANUARY 28, 2021

**STORY CONSTRUCTION
2810 WAKEFIELD CIRCLE
AMES, IA 50010**

Attn: RICHARD VAN

Re: BONDURANT COMMUNITY LIBRARY – BID PACKAGE 06-1.

Richard,

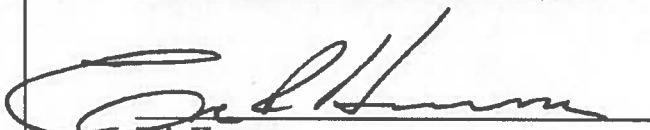
The following is the cost for CR-008. This pertains to the following:

- **Price for Donor Plaque Modifications.**
 - o **This Price Includes:**
 - **Credit to Change Sign Types, as well as an added trip charge for the new template of existing signage being used.**

This will be a deduct proposal in the amount of \$707.00.

Very truly yours,

R. H. GRABAU CONSTRUCTION, INC.


Eric Hammer

Date: 1-28-21



KEVIN PORTER • ERIC HAMMER

Change Order # 8

Small or Rental Tools:	
Equipment:	
Clean Up:	
Material Handling:	
OSHA Safety	
General Conditions	
Subtotal Self-Performed:	\$ -

QUANT.	UNIT.
--------	-------

0%	TAX	\$	-
Subtotal	Subcontractors:	\$	(707.00)
0%	OH on self	\$	-
0%	Profit on self	\$	-
0%	OH on subs	\$	-
0%	Profit on subs	\$	-
0%	Bond	\$	-

TOTAL =	\$	(707.00)
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Change Order Request

RH Grabau Construction
871 P Avenue PO Box 99
Boone, IA 50036
ATTN: Ryan Wiltgen

Date: **1/28/21**
Change Order Request No: **1**
Contract/Job No: **197953**
ASI Project No: City of Bondurant
Community Library

Project:

Item	Description:	Price	QTY.	Total
1	Quantity Change for Sign Type 1 from (15) to (13)	\$42.00	-2	(\$84.00)
2	Quantity Change for Sign Type 2 from (5) to (4)	\$61.00	-1	(\$61.00)
3	Quantity Change for Sign Type 6 Remove (1) Reading of OUR GRACIOUS DONOR	\$1,016.00	-1	(\$1,016.00)
4	Add additional trip charge and new template for Sign Type 6	\$454.00	1	\$454.00

Original Contract Sum	\$7,355.00
Net Change by previous authorized Change Orders	\$0.00
Contract Sum Prior to this Change Order	\$7,355.00
Contract Sum will Increase/Decrease	(\$707.00)
New Contract Sum including this Change Order	\$6,648.00
Pending Change Order Requests (not Included in new Contract Sum)	\$0.00

Submitted By: _____

ASI will commence with these changes once a valid change order has been received and validated by our accounting department. Verbal, email or other forms of notices to proceed, generally will not be accepted as formal approval to proceed with these changes.

Estimated lead time is <XX> weeks from ASI change order approval.

Denver, Colorado Omaha, Nebraska Des Moines, Iowa Grinnell, Iowa Iowa City, Iowa Chicago, Illinois



Change Request Summary

PROJECT: **Bondurant Community Library Expansion**

CHANGE REQUEST NO.: **CR-009**

DATE: **February 2, 2021**

SUBJECT: **Steel Angles at Curtain Wall**

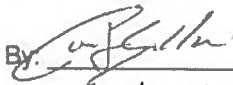
PROPOSED CHANGE DESCRIPTION

Pricing for material to add two (2) 8" x 4" x 7/16" steel angle supports for curtain wall system. Angles to be approximately 6" in length, shop primed gray.

Refer to drawing attached.

SUMMARY OF COST BREAKDOWN:

<u>BP #</u>	<u>Description</u>	<u>Amount</u>
BP 06-1 Grabau	Steel Angle at Curtain Wall	\$ 155.30

Story Construction Co. Contractor	FEH Design Designer	City of Bondurant Owner
☐ Recommend Acceptance	☐ Recommend Acceptance	☒ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
By: _____	By: _____	By: 
Date: _____	Date: _____	Date: <u>2/16/2021</u>

cc: Field
File

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GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



AIA® Document G709™ – 2018

Proposal Request

PROJECT: (name and address)

Bondurant Community Library Expansion
104 2nd St NE
Bondurant, IA 50035

CONTRACT INFORMATION:

Contract For: General Construction
Date:

Architect's Project Number: 2018231

Proposal Request Number: 004

Proposal Request Date: 01-11-2021

OWNER: (name and address)

City of Bondurant
200 2nd Street NE
Bondurant, IA 50035

ARCHITECT: (name and address)

FEH DESIGN
604 E Grand Ave
Des Moines, IA 50309

CONTRACTOR: (name and address)

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Ten (10) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

1. Provide cost to add two bearing angles to column at grid D-6 (SW Corner of VEST 109) to support cold-formed metal framing per attached detail SR1.0.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

John Karrmann, AIA

PRINTED NAME AND TITLE



SCALE: 1" = 1'-0"

SHEET TITLE

104 2ND STREET NORTHEAST
BONDURANT, IA 50035

PROJECT NUMBER
2018231.02

SHEET
SR1.0

SIoux CITY, IA DES MOINES, IA DUBUQUE, IA OCONOMOWOC, WI
(712) 252-3889 (515) 288-2000 (563) 583-4900 (262) 968-2055

FEHDESIGN.COM



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Since 1946

CHANGE PROPOSAL

CR-009

JANUARY 29, 2021

**STORY CONSTRUCTION
2810 WAKEFIELD CIRCLE
AMES, IA 50010**

Attn: RICHARD VAN

Re: BONDURANT COMMUNITY LIBRARY – BID PACKAGE 06-1.

Richard,

The following is the cost for CR-009. This pertains to the following:

- **Price for Steel Angles at Curtain Wall.**
 - o **This Price Includes:**
 - **(2) L 8x4x ½ x 0'6" Long for field welding at grid D-6 Column.**

This will be an additional cost of \$155.30.

Very truly yours,

R. H. GRABAU CONSTRUCTION, INC.


Eric Hammer

Date: 1-29-21



KEVIN PORTER • ERIC HAMMER

Change Order # 9

Small or Rental Tools:	
Equipment:	
Clean Up:	
Material Handling:	
OSHA Safety	
General Conditions	
Subtotal Self-Performed:	\$ -

Number of days added

0%	TAX	\$	-
Subtotal Subcontractors:		\$	145.00
10%	OH on self	\$	-
5%	Profit on self	\$	-
5%	OH on subs	\$	7.25
0%	Profit on subs	\$	-
2%	Bond	\$	3.00

TOTAL =	\$	155.30
---------	----	--------

CHANGE ORDER REQUEST

No. 3



2515 Industrial Park Road
Boone, IA 50036-3045
Phone (515) 432-1846

EMPLOYEE OWNED

Attention: Eric Hammer

Project: Bondurant Library Expansion
Customer: R. H. Grabau Construction, Inc.
Telephone # 515-432-6835 Ext. 14

Location: Bondurant, Iowa
Contact: Eric Hammer
Email: ehammer64@yahoo.com

Job # 6261
C.O. # 3
Date: 01/28/21

Per PR 004:

(2) L 8x4x1/2 x 0'-6" long for field welding at grid D-6 column
std. shop coat

****This is priced with customer pick up of material*

For the sum of: 145.00
Sales tax exempt

NOTE: Mid-States Steel will not proceed without a contract change order.

Original Contract Amount	88,454.00
Approved Change Orders	175.00
Current Contract Amount	88,629.00

Request for Change Order #2 dated 01/28/21	2,370.00
Request for Change Order #3 dated 01/28/21	145.00

If accepted, new contract amount 89,144.00

All other terms and conditions of the original purchase order will remain unchanged.

Accepted by: _____ Date: _____ Proposal by: Jeff Drake Date: 01/28/21



AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
Bondurant Community Library Expansion
104 2nd St NE
Bondurant, IA 50035

CONTRACT INFORMATION:
Contract For: General Construction
Date:

Architect's Project Number: 2018231
Proposal Request Number: 004
Proposal Request Date: 01-11-2021

OWNER: *(name and address)*
City of Bondurant
200 2nd Street NE
Bondurant, IA 50035

ARCHITECT: *(name and address)*
FEH DESIGN
604 E Grand Ave
Des Moines, IA 50309

CONTRACTOR: *(name and address)*

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Ten (10) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

1. Provide cost to add two bearing angles to column at grid D-6 (SW Corner of VEST 109) to support cold-formed metal framing per attached detail SR1.0.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

John Karrmann, AIA
PRINTED NAME AND TITLE



CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: **003**

DATE: **April 8, 2021**

CONTRACT FOR: **Bid Package No. 06-1 – General Carpentry, Building Demolition & Steel**

CONTRACTOR: **R.H. Grabau Construction, Inc.**
871 P Avenue; PO Box 99
Boone, Iowa 50036

THE CONTRACT IS CHANGED AS FOLLOWS:

CR-007 Steel at Existing RTU'sAdd \$3,120.89

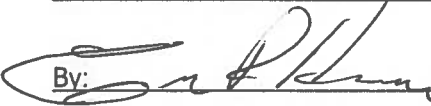
Current Contract Amount:	\$ 592,684.21
Contract Amount will be increased by this Change Order:	3,120.89
New Contract Amount including this Change Order:	\$ 595,805.10

Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

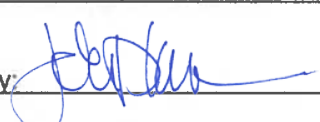
STORY CONSTRUCTION CO.
Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

By:  Date: 4/8/21

R.H. GRABAU CONSTRUCTION, INC.
Bid Package Contractor
871 P Avenue; PO Box 99
Boone, Iowa 50036

By:  Date: 4-8-21

FEH DESIGN
Architect
604 E. Grand Ave.
Des Moines, Iowa 50309

By:  Date: 04-13-2021

CITY OF BONDURANT
Owner
100 Lincoln St. NE
Bondurant, Iowa 50035

By: _____ Date: _____



Change Request Summary

PROJECT: Bondurant Community Library Expansion

CHANGE REQUEST NO.: CR-007

DATE: February 25, 2021

SUBJECT: Steel at Existing RTU's

PROPOSED CHANGE DESCRIPTION

Pricing to furnish and install steel angles at existing RTU's for additional curb support. Steel angles were not installed during construction of building in 2008. Verify current conditions to best determine how to approach the install on steel. Coordinate items that may need to be removed and reinstalled as part of this process to allow proper access.

SUMMARY OF COST BREAKDOWN:

<u>BP #</u>	<u>Description</u>	<u>Amount</u>
BP 06-1 Grabau	Steel at Existing RTU's	\$3,120.89

Story Construction Co.
Contractor

FEH Design
Designer

Bondurant Library Board
Owner

☒ Recommend Acceptance

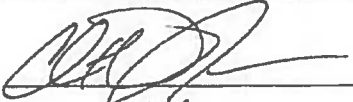
☒ Recommend Acceptance

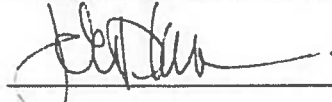
☒ Accepted

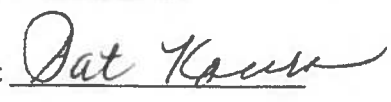
☐ Do Not Recommend Acceptance

☐ Do Not Recommend Acceptance

☐ Not Accepted

By: 

By: 

By: 

Date: 3/2/21

Date: 03-02-2021

Date: _____

cc: Field
File

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GENERAL CONTRACTOR

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CHANGE PROPOSAL

MARCH 2, 2021

STORY CONSTRUCTION
2810 WAKEFIELD CIRCLE
AMES, IA 50010

Attn: RICHARD VAN

Re: BONDURANT COMMUNITY LIBRARY – BID PACKAGE 06-1.

Richard,

The following is a change request in response to the walk thru with Story and US Erectors. Change request pertains to the following:

- **Additional roof framing at (4) units.**

This will be an additional cost of \$3,120.89.

Very truly yours,

R. H. GRABAU CONSTRUCTION, INC.

Kevin S Porter

Date: 3-02-21



3/2/2021

0 0**Subtotal Self-Performed:**

\$ -

QUANT.	UNIT.
--------	-------

[illegible]

1500

\$ -

\$ 2,914.00

\$ -

\$ -

\$ 145.70

\$

\$ 61.19

TOTAL =	\$	3,120.89
---------	----	----------

US Erectors, Inc.

5760 Metro East Drive
Pleasant Hill, IA 50327

Phone: (515) 243-8450
Fax: (515) 243-8451

REQUEST FOR CHANGE ORDER

1

Project Name: Bondurant Library Expansion

Contract: R.H. Grabau

Date: 1/27/2021

PR#

Description of Add/Deduct

The existing building doesn't have any roof frames for the existing units.

Per a walk through there are 4 units that would need frames.

US Erectors would need acces to weld these frames and will not be responsible for moving any MEP for access. This price includes material.

	Cost Per Hr	Total Hours	Total Cost
Superintendent	\$ 86.62		\$ -
Foreman	\$ 83.27	-	\$ -
Journeyman	\$ 79.79	-	\$ -
Premium Time	\$ 29.52	-	\$ -
Double Time	\$ 59.04	-	\$ -
Welding Machine	\$ 10.00	-	\$ -
Forklift	\$ 25.00	-	\$ -
Scissor lift	\$ 16.00	-	\$ -
Trucking	\$ 100.00	-	\$ -
BoomLift (60')	\$ 28.00	-	\$ -
Service Truck	\$ 80.00	-	\$ -
Torch	\$ 17.50	-	\$ -
		Total	\$ -

Pricing

Material	\$ -
Mark-Up	\$ -
ST&S	\$ - 5% Labor
Labor	\$ -
Tax	\$ -
	<u>\$ 2,914.00</u>

Codes (USE! Office Use)

See Attached

Please prepare the appropriate Change Order and forward copies for execution.
Upon request, all necessary back-up can be supplied as needed.

Thank you,

Chad Orr

Chad Orr
Project Manager

US Erectors Pricing Sheet

Name:

Description:

Bondurant Library Expansion

Add new roof frames into existing building

Labor	Rates/Hour		Manhours	Crew Size	Foreman Hours	Ironworker Hours	Total Cost
	Units	Units per Manhour					
Added Roof Frames	4	5	20	2	10.00	10.00	\$ 1,630.60
	0	4	0	2	0.00	0.00	\$ -
	0	1	0	2	0.00	0.00	\$ -
	0	1.55	0	2	0.00	0.00	\$ -
	0	1	0	2	0.00	0.00	\$ -

Equipment	Hours	Rate per Hour	Total Cost
65T Crane w/ Operator	0	\$230.00	\$ -
Forklift (no Operator)	0	\$25.00	\$ -
60' boom lift	0	\$28.00	\$ -
26' Scissor Lift	10	\$16.00	\$ 160.00
Welding Machine	10	\$10.00	\$ 100.00
Torch	0	\$17.50	\$ -
Pick Up/Delivery	1	\$100.00	\$ 100.00
Service Truck	1	\$80.00	\$ 80.00

Misc. Material	Ea.	\$/lbs.	Total Cost
	0	\$1.75	\$ -
	0	\$90.00	\$ -
	0	\$840.00	\$ -

Supplier	Cost	Mark-Up (10%)	Total Cost
4"x4"x1/4" angle	\$693.00	\$69.30	\$ 762.30

Labor Cost	\$ 1,630.60
Small Tools/Supply	\$ 81.53 (5% of Labor)
Equipment Cost	\$ 440.00
Misc. Material Cost	\$ -
Supplier Cost	\$ 762.30
Tax	\$ -
Bond	\$ - (6% of Supplier Cost)
	\$ - (.8% of Total Cost)
Total	\$ 2,914.43



CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: **001**

DATE: **April 8, 2021**

CONTRACT FOR: **Bid Package No. 09-1 – Gypsum Board Assemblies, Acoustical Ceilings,
Cold-Formed Metal Framing & Painting**

CONTRACTOR: **Hilsabeck Schacht, Inc.**
617 S. 19th Street
West Des Moines, Iowa 50265

THE CONTRACT IS CHANGED AS FOLLOWS:

CCD-003 Temporary Electric Room.....	Add	\$1,920.00
CCD-005 Insulation Add at Existing Screen Wall Columns.....	Add	2,300.00
CCD-007 Area C Temporary Enclosure at Clearstory Glass.....	Add	750.00

Current Contract Amount:	\$ 268,608.00
Contract Amount will be increased by this Change Order:	4,970.00
New Contract Amount including this Change Order:	\$ 273,578.00

Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

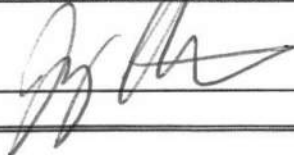
STORY CONSTRUCTION CO.

Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

By:  Date: 4/8/21

HILSABECK SCHACHT, INC.

Bid Package Contractor
617 S. 19th Street
West Des Moines, Iowa 50265

By:  Date: 4/12/21

FEH DESIGN

Architect
604 E. Grand Ave.
Des Moines, Iowa 50309

By:  Date: 04-13-2021

CITY OF BONDURANT

Owner
100 Lincoln St. NE
Bondurant, Iowa 50035

By: _____ Date: _____



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-003

Date: March 9, 2021
To: BP 09-1 Hilsabeck Schacht Inc
Subject: Temporary Electrical Room
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is to be priced for approval. Upon approval work is authorized to proceed accordingly. This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide pricing for labor and material to build a temporary electrical in the South addition to allow electrical equipment to be placed for future power switch over. Temp electric room to be 'weather tight' to the extent of not allowing driving rain, wind and/or snow into the room that could cause damage to electrical equipment. When schedule permits, the temporary room will be disassembled and the new, permanent room will be framed in per the Contract Documents.

Contractor:

BP 09-1 H.S.I	Temp Electrical Room	\$1,920.00
---------------	----------------------	------------

Issued by Story Construction Co.

A handwritten signature in black ink, appearing to read 'Clint Jensen', written over a horizontal line.

Clint Jensen
Project Manager

Authorized by:

A handwritten signature in black ink, appearing to read 'Pat Towne', written over a horizontal line.

Bondurant Library Board

cc: Richard Van
Charlie Harris
Janie Bates

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-003

Date: March 9, 2021
To: BP 09-1
Subject: Temporary Electrical Room
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is to be priced for approval. Upon approval work is authorized to proceed accordingly. This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide pricing for labor and material to build a temporary electrical in the South addition to allow electrical equipment to be placed for future power switch over. Temp electric room to be 'weather tight' to the extent of not allowing driving rain, wind and/or snow into the room that could cause damage to electrical equipment. When schedule permits, the temporary room will be disassembled and the new, permanent room will be framed in per the Contract Documents.

Contractor:

BP 09-1 H.S.I

Temp Electrical Room

\$ 1920

Material \$ 620
Labor \$ 1200
Stacking \$ 100

Total Change

\$ 1920

Issued by Story Construction Co.

Authorized by:

Clint Jensen
Project Manager

City of Bondurant

cc: Richard Van
Charlie Harris
Janie Bates



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-005

Date: March 9, 2021
To: BP 09-1 Hilsabeck Schacht Inc
Subject: Insulation at Screen Wall Tubing
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is to be priced for approval. Upon approval work is authorized to proceed accordingly. This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide pricing for labor and material to spray HHS tubing for mechanical screen walls with spray foam insulation. Spray foam all sides of tube steel up to underside of roof deck. Tube steel measures 5" x 5" and extends approximately 3'-0"± inside the building from roof deck. A total of 28 columns will be insulated.

Contractor:

BP 09-1 H.S.I	Insulation at Screen Wall	\$2,300.00
---------------	---------------------------	------------

Issued by Story Construction Co.

Clint Jensen
Project Manager

Authorized by:

Bondurant Library Board

cc: Richard Van
Charlie Harris
Janie Bates

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GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-005

Date: March 9, 2021
To: BP 09-1 Hilsabeck Schacht Inc
Subject: Insulation at Screen Wall Tubing
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is to be priced for approval. Upon approval work is authorized to proceed accordingly. This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide pricing for labor and material to spray HHS tubing for mechanical screen walls with spray foam insulation. Spray foam all sides of tube steel up to underside of roof deck. Tube steel measures 5" x 5" and extends approximately 3'-0"± inside the building from roof deck. A total of 28 columns will be insulated.

Contractor:

BP 09-1 H.S.I

Insulation at Screen Wall

\$ 2300⁻

Material \$ 250⁻
Labor \$ 1200⁻
Storage \$ 100⁻
Equip \$ 150⁻

Total Change

\$ 2300⁻

Issued by Story Construction Co.

Authorized by:

Clint Jensen
Project Manager

City of Bondurant

cc: Richard Van
Charlie Harris
Janie Bates



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-007

Date: March 9, 2021
To: BP 09-1 Hilsabeck Schacht Inc
Subject: Area C Temporary Enclosure
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide price for labor and equipment to build and install temporary enclosure at Area C front entrance. Story Construction will provide materials for the enclosures.

See attached sketch for area location.

Contractor

BP 09-1 H.S.I.	Install Temp Enclosure	\$750.00
----------------	------------------------	----------

Issued by Story Construction Co.

Clint Jensen
Project Manager

Authorized by:

Bondurant Library Board

cc: Richard Van
Charlie Harris
Janie Bates

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-007

Date: March 9, 2021
To: BP 09-1 Hilsabeck Schacht Inc
Subject: Area C Temporary Enclosure
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide price for labor and equipment to build and install temporary enclosure at Area C front entrance. Story Construction will provide materials for the enclosures.

See attached sketch for area location.

Contractor

BP 09-1 H.S.I.	Labor	\$ <u>600</u>
BP 09-1 H.S.I.	Equipment	\$ <u>150</u>
Total Changes:		\$ <u>750</u>

Issued by Story Construction Co.

Authorized by:

Clint Jensen
Project Manager

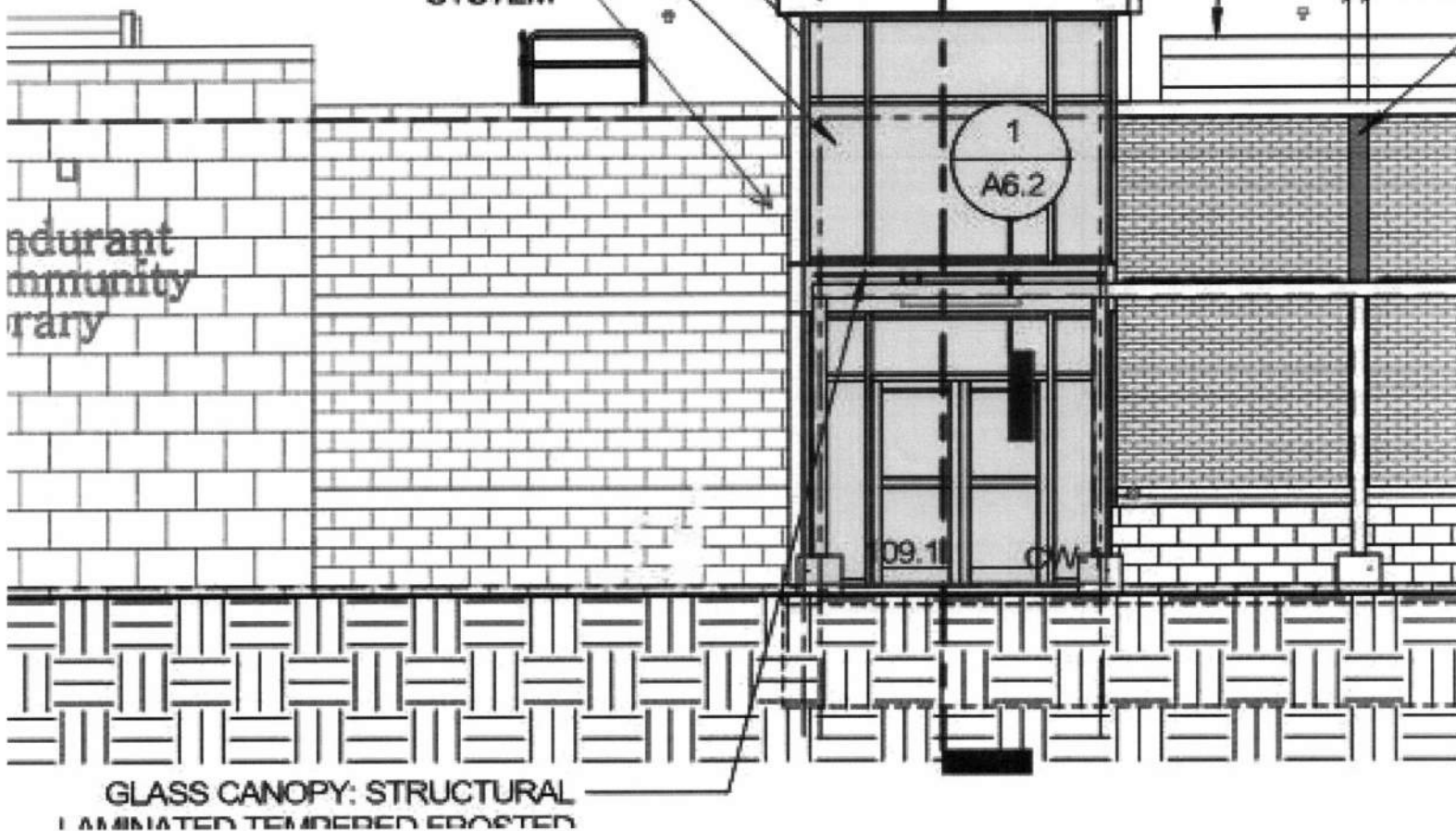
City of Bondurant

cc: Richard Van
Charlie Harris
Janie Bates

Include West
Elevation

ALUMINUM CURTAIN
WALL FRAMING
SYSTEM

FORMED
WALL PANEL
MECHANICAL
SCREEN





CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: **001**

DATE: **April 8, 2021**

CONTRACT FOR: **Bid Package No. 09-5 – Resilient Flooring, Carpet & Ceramic Tile**

CONTRACTOR: **Ideal Floors, Inc.**
2216 George Flagg Parkway
Des Moines, Iowa 50321

THE CONTRACT IS CHANGED AS FOLLOWS:

CCD-010 Floor Grinding & Floor SkimAdd \$1,516.00

Current Contract Amount:	\$ 69,845.00
Contract Amount will be increased by this Change Order:	1,516.00
New Contract Amount including this Change Order:	\$ 71,361.00

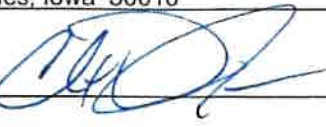
Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

STORY CONSTRUCTION CO.

Construction Manager

2810 Wakefield Circle

Ames, Iowa 50010

By: 

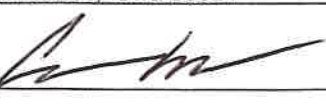
Date: **4/8/21**

IDEAL FLOORS, INC.

Bid Package Contractor

2216 George Flagg Parkway

Des Moines, Iowa 50321

By: 

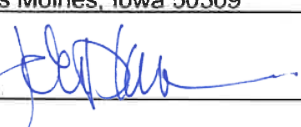
Date: **4/9/21**

FEH DESIGN

Architect

604 E. Grand Ave.

Des Moines, Iowa 50309

By: 

Date: **04-13-2021**

CITY OF BONDURANT

Owner

100 Lincoln St. NE

Bondurant, Iowa 50035

By: _____

Date: _____



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-010

Date: March 9, 2021
To: BP 09-5 Ideal Floors Inc
Subject: Floor Grinding and Leveling
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is to be priced for approval. Upon approval work is authorized to proceed accordingly. This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide cost for labor, material, and equipment to grind floors and add floor leveling product to establish a uniform transition from existing slab-on-grade to newly finished slab-on-grade. Contractor to utilize methods necessary for grinding that produce minimal airborne dust.

Refer to drawing attached.

Contractor:

BP 09-5 Ideal Floors	Area A & B Floor Grinding & Leveling	\$1,516.00
----------------------	--------------------------------------	------------

Issued by Story Construction Co.

Clint Jensen
Project Manager

Authorized by:

Bondurant Library Board

cc: Richard Van
Charlie Harris
Janie Bates

Ideal Floors, Inc.

2216 George Flagg Parkway
Des Moines IA 50321
Phone (515) 283-0665 ext. 18 Fax (515) 283-0641

Quotation

DATE March 15, 2021
Quotation # 556

Project Name Bondurant Public Library BP 09-5
Attention Richard Van
Phone
Fax

Quotation valid until: April 14, 2021
Prepared by: Conor Williams

DESCRIPTION	AMOUNT
As per request for floor leveling for Bondurant Public Library project in Bondurant IA This price includes 2 areas currently in need of leveling, this does not include third area in existing building portion, pricing would be determined at that time	
Labor: Grinder profile, Install Primer, Pour self-leveler, Hand trowel w/ Feather finish, Groom top (Sander w/ steel screen)	\$960
Material: Mapei Novaplan Easy (15 bags @ \$28.00) 1 unit Mapei Primer L @ \$48.00 1 unit Mapei primer X @ \$48.00 2 bags Ardex Feather Finish @ \$20.00	\$556
*Daytime working hours figured **Standard minor floor prep included	
TOTAL	\$ 1,516.00

If you have any questions concerning this quotation, contact:
Conor Williams (515) 283-0665 ext. 18 or conorwilliams@idealfloorsinc.net

THANK YOU FOR YOUR BUSINESS!



CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: **001**

DATE: **April 8, 2021**

CONTRACT FOR: **Bid Package No. 22-1 – Plumbing & HVAC**

CONTRACTOR: **Brockway Mechanical & Roofing Co., Inc.**
1101 Osborn Street
Burlington, Iowa 52601

THE CONTRACT IS CHANGED AS FOLLOWS:

CR-011 Additional Coordination Labor	Add	\$575.56
CCD-004 Additional Duct Work, New Regulators & Temp Heat	Add	1,201.38
CCD-012 East Addition Sink Line	Add	1,421.95

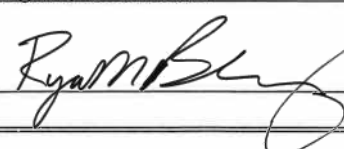
Current Contract Amount:	\$ 258,263.00
Contract Amount will be increased by this Change Order:	3,198.89
New Contract Amount including this Change Order:	\$ 261,461.89

Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

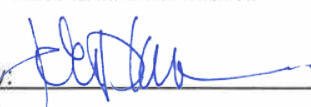
STORY CONSTRUCTION CO.
Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

By:  Date: **4/8/21**

BROCKWAY MECHANICAL & ROOFING CO., INC.
Bid Package Contractor
1101 Osborn Street
Burlington, Iowa 52601

By:  Date: **4-8-21**

FEH DESIGN
Architect
604 E. Grand Ave.
Des Moines, Iowa 50309

By:  Date: **04-13-2021**

CITY OF BONDURANT
Owner
100 Lincoln St. NE
Bondurant, Iowa 50035

By: _____ Date: _____



Change Request Summary

PROJECT: Bondurant Community Library Expansion

CHANGE REQUEST NO.: CR-011

DATE: March 22, 2021

SUBJECT: Additional Labor Coordination

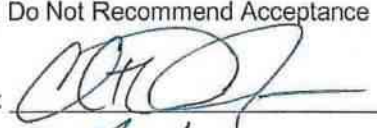
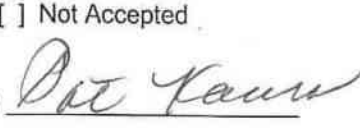
PROPOSED CHANGE DESCRIPTION

Pricing for labor hours lost due to error in coordination by CM.

Brockway Mechanical's labor force was sent away from jobsite due to coordination error between CM and Steel Erector as to work zone needed by both Steel Erector and Brockway Mechanical.

SUMMARY OF COST BREAKDOWN:

<u>BP #</u>	<u>Description</u>	<u>Amount</u>
BP 22-1 Brockway	Labor Hours	\$575.56

Story Construction Co. Contractor	FEH Design Designer	Bondurant Library Board Owner
☒ Recommend Acceptance	☒ Recommend Acceptance	☒ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
By: 	By: 	By: 
Date: 3/22/21	Date: 03-30-2021	Date: 4-7-2021

cc: Field
File

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT

Breakdown Sheet

Labor, Material, & Equipment Contractor's Proposal



Date: 2.23.21

Title: PR-02

Description: Remobilization / Delayed work Due to Steel Erectors

Work was coordinated multiple times with Story Field Team week & days prior

Direct Employee Labor

Project Management @\$115.00	0	Hrs	\$	-
Plumber/Pipefitter @ \$85.00		Hrs	\$	-
Sheet Metal Worker @ \$82.00	6	Hrs	\$	492.00
CAD Tech @ \$58.50		Hrs		

Equipment

--	--

Material

Total Labor, Material & Equipment	\$	492.00
15% Fee	\$	73.80
Total Labor, Material & Equipment & Fee	\$	565.80

Subcontractors

5% Fee	\$ -
Total Subcontractors & Fee	\$ -

Other Costs

Travel and Subsistence	\$	-
Materials and Equipment Not Incorporated	\$	-
Rentals	\$	-
Taxes		
Permits and License Fees	\$	-
Utilities, Fuel and Facilities at Site	\$	-
Incidental Expenses	\$	-
Bond and/or Insurance Provisions	\$	8.49
15% Fee	\$	1.27
Total Other Costs & Fee	\$	9.76

Grand Total	\$	575.56
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Price valid 30 days from date shown above



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-004

Date: March 9, 2021
To: BP 22-1 Brockway Mechanical & Roofing Co
Subject: Ductwork in Children's Area
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is to be priced for approval. Upon approval work is authorized to proceed accordingly. This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide price to remove ductwork section that is interfering with temporary shoring (by others). Install temporary flex duct to allow conditioning of the area to remain. Reinstall ductwork after temporary shoring is removed (by others).

Contractor:

BP 22-1 Brockway	Ductwork in Children's Area	\$1,201.38
------------------	-----------------------------	------------

Issued by Story Construction Co.



Clint Jensen
Project Manager

Authorized by:



Bondurant Library Board

cc: Richard Van
Charlie Harris
Janie Bates

Breakdown Sheet

Labor, Material, & Equipment Contractor's Proposal



Date: 3.17.21
Title: PR-01 - R1

Description: Remove square duct & elbow, cap SA duct, install tap & flex for temp

Does not include costs for material / labor to replace ductwork

See following page for costs to
fabricate and install demod ductwork

Direct Employee Labor

Project Management @\$115.00		Hrs	\$	-
Plumber/Pipefitter @ \$85.00		Hrs	\$	-
Sheet Metal Worker @ \$82.00	3	Hrs	\$	246.00
CAD Tech @ \$58.50		Hrs		

Equipment

--	--

Material

14" flex duct, (2) 14" taps, 24 gauge flat stock, misc hardware	\$	153.32

Total Labor, Material & Equipment	\$	399.32
15% Fee	\$	59.90
Total Labor, Material & Equipment & Fee	\$	459.22

Subcontractors

5% Fee	\$ -
Total Subcontractors & Fee	\$ -

Other Costs

Travel and Subsistence	\$	-
Materials and Equipment Not Incorporated	\$	-
Rentals	\$	-
Taxes		
Permits and License Fees	\$	-
Utilities, Fuel and Facilities at Site	\$	-
Incidental Expenses	\$	-
Bond and/or Insurance Provisions	\$	6.89
15% Fee		
Total Other Costs & Fee	\$	6.89

Grand Total	\$	466.11
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Price valid 30 days from date shown above

Breakdown Sheet

Labor, Material, & Equipment Contractor's Proposal



Date: 3.17.21

Title: PR-04R1

Description: Fabricate & Install Ductwork Removed for Temp Shoring

Direct Employee Labor

Project Management @\$115.00		Hrs	\$	-
Plumber/Pipefitter @ \$85.00		Hrs	\$	-
Sheet Metal Worker @ \$82.00	3	Hrs	\$	246.00
HVAC Service Tech @ \$87.50		Hrs	\$	-
CAD Tech @ \$58.50		Hrs		

Equipment

--	--

Material

Lined Duct work (2x) 16x16 straight duct + (1x) 16x16 90 deg fitting	\$	383.92

Total Labor, Material & Equipment	\$	629.92
15% Fee	\$	94.49
Total Labor, Material & Equipment & Fee	\$	724.41

Subcontractors

5% Fee	\$ -
Total Subcontractors & Fee	\$ -

Other Costs

Travel and Subsistence	\$	-
Materials and Equipment Not Incorporated	\$	-
Rentals	\$	-
Taxes		
Permits and License Fees	\$	-
Utilities, Fuel and Facilities at Site	\$	-
Incidental Expenses	\$	-
Bond and/or Insurance Provisions	\$	10.87
15% Fee		
Total Other Costs & Fee	\$	10.87

Grand Total	\$	735.27
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Price valid 30 days from date shown above



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-012

Date: March 9, 2021
To: BP 22-1 Brockway Mechanical & Roofing Co
Subject: East Addition Sink Line
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is to be priced for approval. Upon approval work is authorized to proceed accordingly. This change will be incorporated in a subsequent change order.

DESCRIPTION:

Provide pricing for labor, material, and equipment to install under-slab sink line in East Addition, Meeting Room B 116. Refer to attached RFI and Drawing for location of sink and proposed routing of drain line.

Contractor:

BP 22-1 Brockway	Under-Slab Sink Line	\$1,421.95
------------------	----------------------	------------

Issued by Story Construction Co.

Clint Jensen
Project Manager

Authorized by:

City of Bondurant

cc: Richard Van
Charlie Harris
Janie Bates

Breakdown Sheet

Labor, Material, & Equipment Contractor's Proposal



Date: 3.8.21

Title: PR-03

Description: 2" sanitary line to sink on East side of building not shown on contract plans

Reference

Direct Employee Labor

Project Management @\$115.00		Hrs	\$	-
Plumber/Pipefitter @ \$85.00	10	Hrs	\$	725.00
Sheet Metal Worker @ \$82.00		Hrs	\$	-
CAD Tech @ \$58.50		Hrs		

Equipment

--	--

Material

See attached material pricing	\$	490.51

Total Labor, Material & Equipment	\$	1,215.51
15% Fee	\$	182.33
Total Labor, Material & Equipment & Fee	\$	1,397.84

Subcontractors

5% Fee	\$ -
Total Subcontractors & Fee	\$ -

Other Costs

Travel and Subsistence	\$	-
Materials and Equipment Not Incorporated	\$	-
Rentals	\$	-
Taxes		
Permits and License Fees	\$	-
Utilities, Fuel and Facilities at Site	\$	-
Incidental Expenses	\$	-
Bond and/or Insurance Provisions	\$	20.97
15% Fee	\$	3.15
Total Other Costs & Fee	\$	24.11

Grand Total	\$	1,421.95
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Price valid 30 days from date shown above

Bondurant Library
PR-003

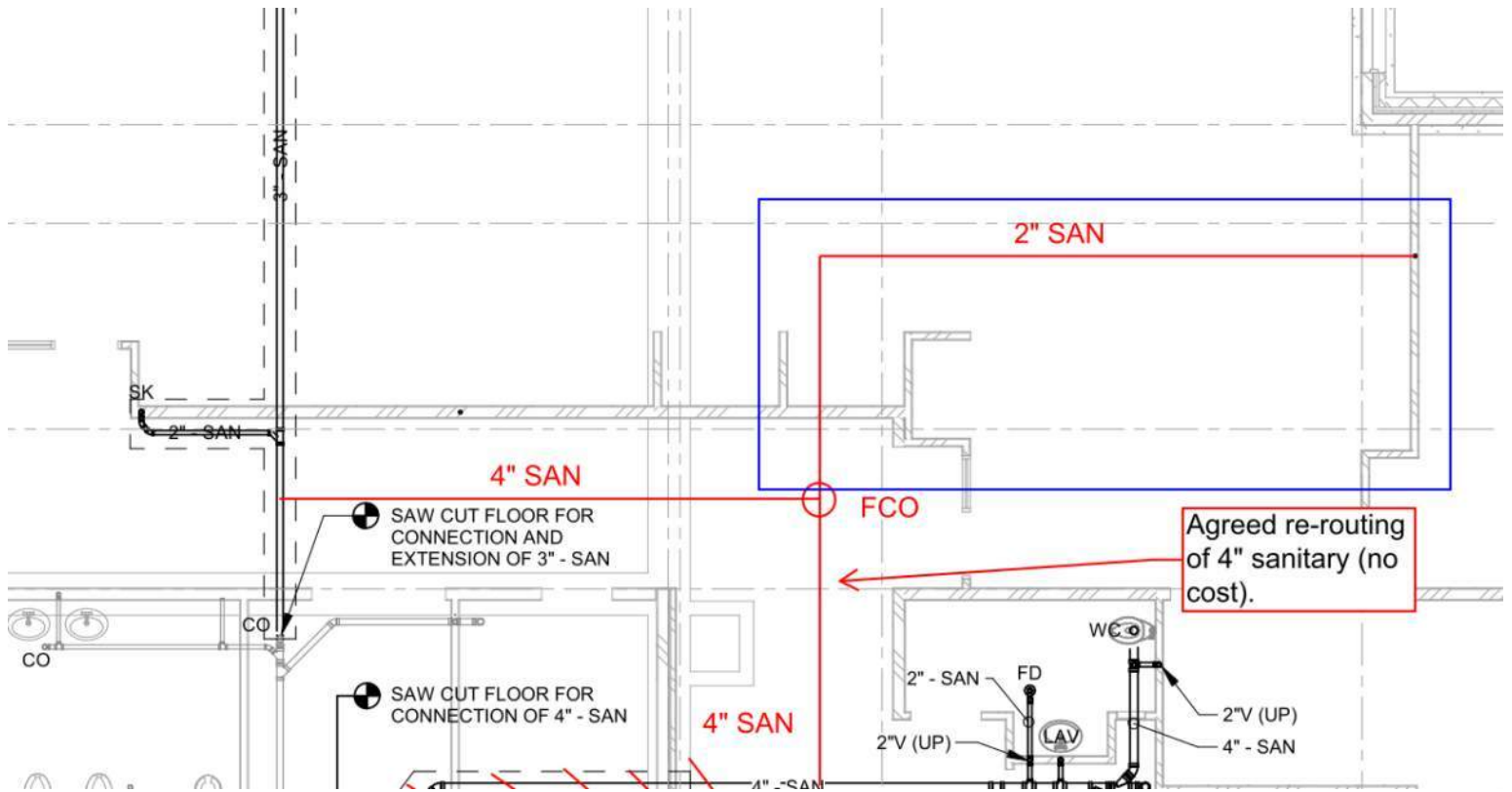
<u>Pipe</u>	<u>Quantity</u>	<u>Price</u>	<u>Price Total</u>	<u>Unit Labor</u>	<u>Labor Total</u>
2" PVC	60	\$0.92	\$55.20	0.04	2.4
<u>Fittings</u>	<u>Quantity</u>	<u>Price</u>	<u>Price Total</u>	<u>Unit Labor</u>	<u>Labor Total</u>
4x2" PVC wye	1	\$8.42	\$8.42	0.9	0.9
2" PVC 45	1	\$1.34	\$1.34	0.38	0.38
2" PVC 90	3	\$1.45	\$4.35	0.38	1.14
2" PVC coupling	1	\$0.59	\$0.59	0.38	0.38
2" PVC cap	1	\$0.61	\$0.61	0.38	0.38
Feet of trench (excavator)	42	\$10.00	\$420.00	0.102	4.284

Material \$490.51 Labor* 9.86

*Round to next 15 min interval

TOTAL MATERIAL	\$490.51	TOTAL LABOR	10.00
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Pricing is for material in blue box below.



Request For Information



Date 2.26.21

To Story Construction

From Brockway Mechanical and Roofing

Project Bondurant Library Expansion

Project No. 2686HP

RFI No. 003

Description of RFI Underground Sink Line - Missing

Specification Ref.

Drawing Ref.

Sketch/Attachment ☐ No ☒ Yes

Please Respond By ASAP

The Sink on the East side of the building in Area C does not have a sanitary line drawn in. Will this sanitary line need to be installed under our contract? If this is to be under our scope here are a couple options that may work below.

Please advise with preferred option and we will then proceed with pricing.

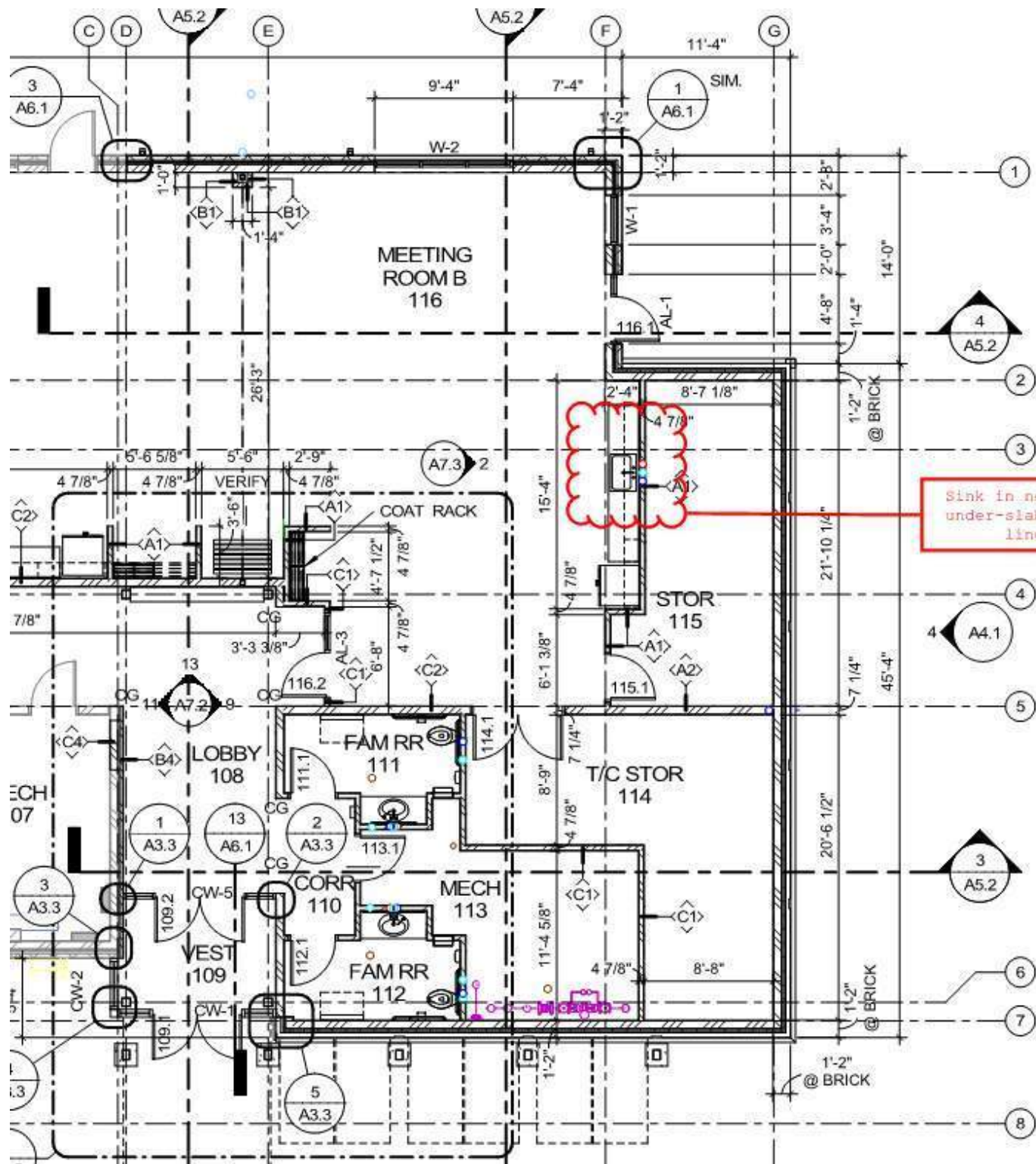
Preferred Option 1 (red) with 2" underground sanitary pipe. Coordinate exact length and routing as the 4 inch sanitary line location was revised in Story Construction RFI 15.

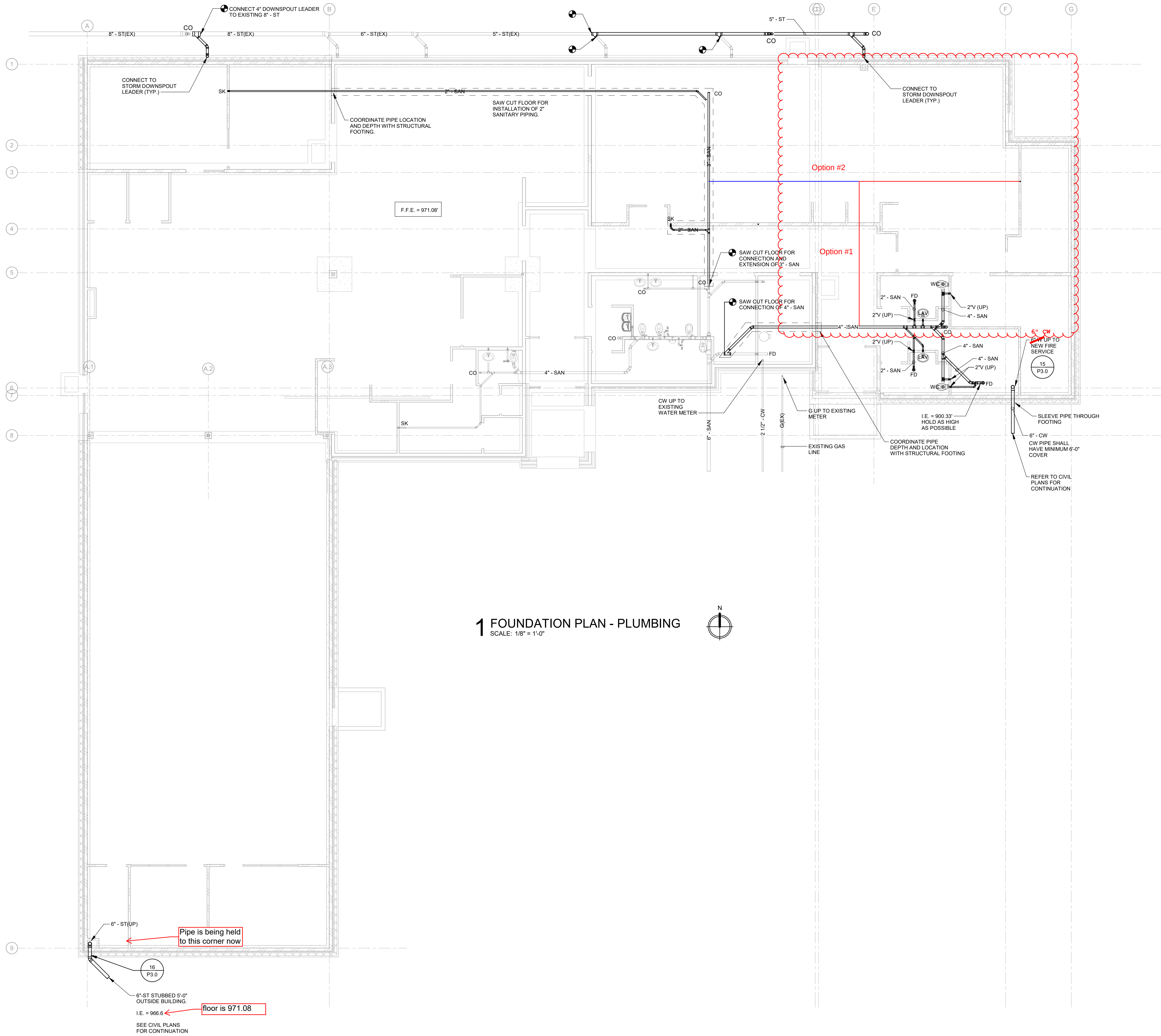
Matt Faber
KCL

Architect/Engineer
Response

Name Skylar Scott

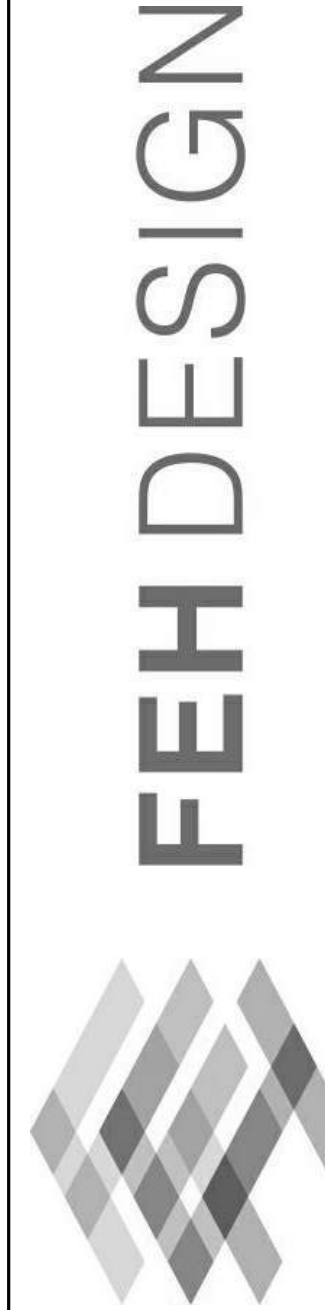
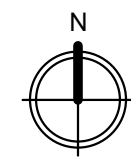
cc Michael Beck





- GENERAL NOTES:**
1. REFER TO M0.0 FOR GENERAL NOTES & SYMBOLS.
 2. REFER TO P3.0 FOR PLUMBING DETAILS.
 3. REFER TO P3.0 FOR PLUMBING SCHEDULES.
 4. PATCH WALLS, ROOFS, AND/OR FLOOR WHERE PIPES OR EQUIPMENT ARE REMOVED. PAINT OR FINISH TO MATCH ORIGINAL CONSTRUCTION.
 5. WHERE PIPING, EQUIPMENT, AND PLUMBING FIXTURES ARE REMOVED, REMOVE ALL VALVES, SUPPORTS, INSULATION AND APPURTENANCES. REMOVE PIPING BACK TO MAINS AND CAP. DO NOT LEAVE DEAD LEGS LONGER THAN 12".

1 FOUNDATION PLAN - PLUMBING
SCALE: 1/8" = 1'-0"



IN ASSOCIATION WITH
KCL
ENGINEERING
300 4th St
West Des Moines, IA 50265
515-724-7938

SHEET TITLE
UNDERFLOOR PLAN - PLUMBING

PROJECT TITLE
**BONDURANT COMMUNITY LIBRARY
EXPANSION**
104 2nd St. NE, Bondurant, IA 50035

DATE ISSUED 08-31-2020
REV. NO. DATE

PROJECT NUMBER
2018231.02

SHEET

P0.1

SIOUX CITY, IA (712) 252-3889
DES MOINES, IA (515) 288-2000
DUBUQUE, IA (563) 583-4900
OCONOMOWOC, WI (262) 988-2055



CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: 001

DATE: December 4, 2020

CONTRACT FOR: **Bid Package No. 31-1 – Site Demolition, Earthwork, Utilities, Landscaping & Paving**

CONTRACTOR: **Absolute Concrete Construction**
505 1st Ave. N
Slater, Iowa 50244

THE CONTRACT IS CHANGED AS FOLLOWS:

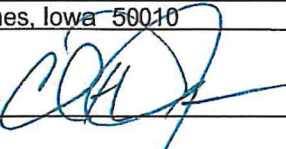
CCD-001 Tree Stump Removal.....Add \$ 3,057.26

Current Contract Amount:	\$ 359,069.00
Contract Amount will be increased by this Change Order:	3,057.26
New Contract Amount including this Change Order:	\$ 362,126.26

Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

STORY CONSTRUCTION CO.

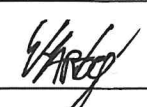
Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

By: 

Date: 10/8/20

ABSOLUTE CONCRETE CONSTRUCTION

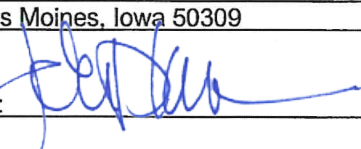
Bid Package Contractor
505 1st Ave. N
Slater, Iowa 50244

By: 

Date: 12-10-20

FEH DESIGN

Architect
604 E. Grand Ave.
Des Moines, Iowa 50309

By: 

Date: 12-11-2020

CITY OF BONDURANT

Owner
100 Lincoln St. NE
Bondurant, Iowa 50035

By: _____

Date: _____



CONSTRUCTION CHANGE DIRECTIVE NO. CCD-001

Date: October 21, 2020
To: BP 31-1
Subject: Tree Stump Removal
Re: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

The following change in the contract document is approved and the work is authorized to proceed accordingly. Determine and submit final costs and time adjustments (if any) in accordance with the conditions of the contract. **Document and confirm quantities with the Construction Manager on a daily basis.** This change will be incorporated in a subsequent change order.

DESCRIPTION:

Remove existing tree stump that is interfering with building pad prep for South addition. Haul off and dispose of tree stump. Import fill dirt as needed to fill in void left from tree stump removal.

(Stump was not included in previous contract for removal or to be included in the base bid for this project)

Contractor

Absolute Concrete

\$ 3,057.26

Issued by Story Construction Co.

Clint Jensen
Project Manager

Authorized by:

City of Bondurant Library

cc: Richard Van
Charlie Harris
Janie Bates

Absolute Concrete Construction, Inc.PO Box 148
505 1st Avenue
Slater, IA 50248**Phone:** (515) 497-6137
Fax: (515) 497-6138

Change Order Proposal**Project:** Bondurant Community Library Expansion**Date:** 10-21-20**To:** Story Construction**Job Number:** ACC20-016**Change Order Proposal Number:** 01

Description of Proposed Change:

T&M Work completed by Wenthold under Absolute to remove a stump on site 10-21-20.

Item	Description	Quantity	Units	Unit Price	Amount
1	Pot Hole Vacuum, Wenthold	2	Hours	\$ 185.00	\$ 370.00
2	315 Excavator, Wenthold	2	Hours	\$ 225.00	\$ 450.00
3	Roller, Wenthold	1	Hours	\$ 150.00	\$ 150.00
4	9 Loads of Imported Clay, Wenthold	72	Tons	\$ 20.00	\$ 1,440.00
5	3 Loads of Stump and Tree Debris, Wenthold	24	Tons	\$ 20.00	\$ 480.00
				Sub-Total:	\$ 2,890.00
				5 % Sub Markup	\$ 144.50
				Increased Bond Cost	\$ 22.76
				Total:	\$ 3,057.26

Accepted:**Story Construction****By:** _____**Date:** _____**Absolute Concrete Construction, Inc.****By:** _____**Date:** _____



CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐
Bid Package Contractor ☐

PROJECT: **Bondurant Community Library Expansion**
City of Bondurant
Bondurant, Iowa

CHANGE ORDER NO.: 002

DATE: April 9, 2021

CONTRACT FOR: **Bid Package No. 31-1 – Site Demolition, Earthwork, Utilities, Landscaping & Paving**

CONTRACTOR: **Absolute Concrete Construction**
505 1st Ave. N
Slater, Iowa 50244

THE CONTRACT IS CHANGED AS FOLLOWS:

CR-012 Additional PavingAdd \$ 61,560.85

Current Contract Amount:	\$ 362,126.26
Contract Amount will be increased by this Change Order:	61,560.85
New Contract Amount including this Change Order:	\$ 423,687.11

Not valid until signed by the Construction Manager, Contractor, Architect, and Owner.

STORY CONSTRUCTION CO.
Construction Manager
2810 Wakefield Circle
Ames, Iowa 50010

By:  Date: 4/14/21

ABSOLUTE CONCRETE CONSTRUCTION
Bid Package Contractor
505 1st Ave. N
Slater, Iowa 50244

By:  Eli Hartog Date: 04/12/21

FEH DESIGN
Architect
604 E. Grand Ave.
Des Moines, Iowa 50309

By:  Date: 04-13-2021

CITY OF BONDURANT
Owner
100 Lincoln St. NE
Bondurant, Iowa 50035

By: _____ Date: _____



Change Request Summary

PROJECT: Bondurant Community Library Expansion

CHANGE REQUEST NO.: CR-012

DATE: April 1, 2021

SUBJECT: Additional Paving

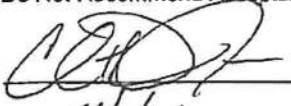
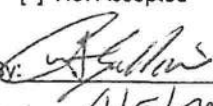
PROPOSED CHANGE DESCRIPTION

Pricing to remove existing asphalt, subbase material and 6"± of existing soil. For area indicated on attached sketch, provide cost to furnish and install new materials to continue PCC paving from Contract Documents to new area shown. Additional PCC Paving to comply with same requirements from Contract Documents.

Refer to drawing attached.

SUMMARY OF COST BREAKDOWN:

<u>BP #</u>	<u>Description</u>	<u>Amount</u>
BP 31-1 Absolute Concrete	Additional Paving	\$61,560.85

<u>Story Construction Co.</u> Contractor	<u>FEH Design</u> Designer	<u>City of Bondurant</u> Owner
☒ Recommend Acceptance	☐ Recommend Acceptance	☒ Accepted
☐ Do Not Recommend Acceptance	☐ Do Not Recommend Acceptance	☐ Not Accepted
By: 	By: _____	By: 
Date: 4/1/21	Date: _____	Date: 4/5/2021

cc: Field
File

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT

Absolute Concrete Construction, Inc.

PO Box 148
505 1st Avenue
Slater, IA 50248

Phone: (515) 497-6137
Fax: (515) 497-6138

**Change Order Proposal**

Project: Bondurant Community Library Expansion

Date: 3-31-21

To: Story Construction

Job Number: ACC20-016

Change Order Proposal Number: 03, Additional R&R, Revised

Description of Proposed Change:

CO to perform additional R&R per V&K's plan sheets received from Story. Item #7 is imposed due to the previous structure already being built per approved shop drawings in the Fall of 2020.

Item	Description	Quantity Units	Unit Price	Amount
1	Pavement Removals	538 SY	\$ 16.50	\$ 8,877.00
2	Subgrade Prep	572 SY	\$ 3.30	\$ 1,887.60
3	6" Subbase	572 SY	\$ 13.20	\$ 7,550.40
4	Excavation	96 CY	\$ 11.00	\$ 1,056.00
5	Grade Sidewalks	9.5 SY	\$ 8.80	\$ 83.60
6	Deduct SW-501	1 LS	\$ (2,700.00)	\$ (2,700.00)
7	Intake Fee (Forterra Imposed)	1 LS	\$ 1,980.00	\$ 1,980.00
8	12" RCP	50 LF	\$ 71.50	\$ 3,575.00
9	SW-511	1 EA	\$ 4,950.00	\$ 4,950.00
10	PCC Paving 6"	4750 SF	\$ 6.30	\$ 29,925.00
11	Sidewalk 5"	85 SF	\$ 23.25	\$ 1,976.25
12	Detectable Warnings, Plastic, Yellow	30 SF	\$ 40.00	\$ 1,200.00
13	Additional Striping	1 LS	\$ 200.00	\$ 200.00
14	Additional Survey	1 LS	\$ 1,000.00	\$ 1,000.00
Sub-Total: \$				61,560.85
Total: \$				61,560.85

Accepted:

Story Construction

By: _____

Date: _____

Absolute Concrete Construction, Inc.

By: _____

Date: _____

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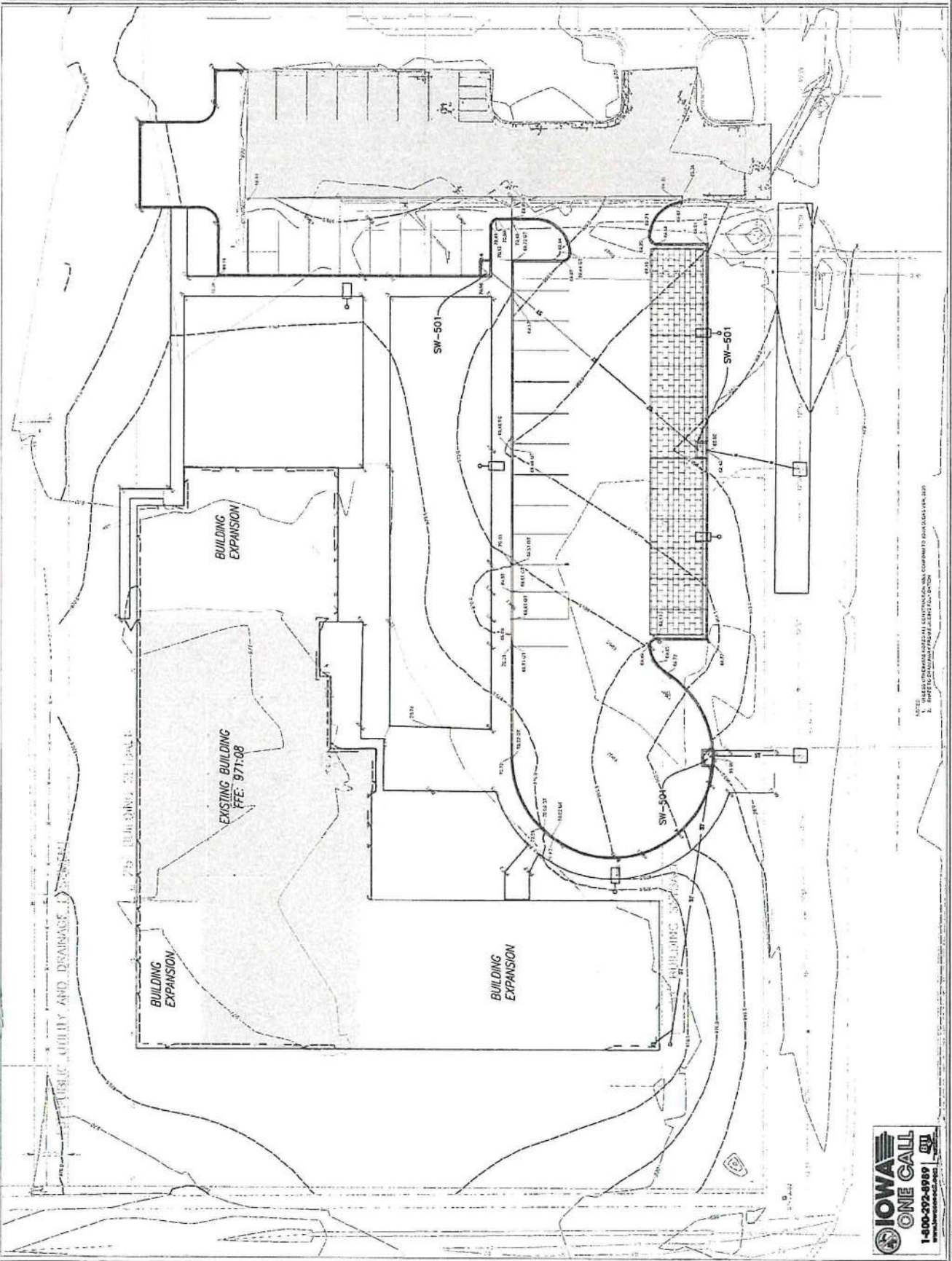
FEH DESIGN



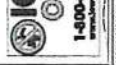
VRS
VEENSTRA & KIMM, INC.
1000 UNIVERSITY AVENUE
SUITE 100
ANN ARBOR, MI 48106
734.769.1234
www.vrsinc.com

GRADING
PLAN

BONDURANT COMMUNITY LIBRARY
EXPANSION
104 2nd St. NE, Bondurant, IA 50035



IOWA
ONE CALL
1-800-282-8889
www.iowaonecall.org



8/10/2018 10:17 AM



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

Item No. 5.I.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving adjustment to Board of Adjustment fees

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The attached resolution is to change the Board of Adjustment fee from \$100 to \$350 per application. After completing a regional evaluation of other cities' fees and completing a cost accounting of the resources consumed by the City for each application, it is apparent that an adjustment to \$350 is prudent. This will offset staff time (usually the Planning and Community Development Director) that is required for each specific application, the publication, postage and supplies costs for the notifications required, and associated administrative cost (bill paying, mailing, etc.). The Board of Adjustment fee is similar to a building permit fee, in that it has specific benefit for one property and the fee should cover expenses directly related to the provision of services.

COMMISSION REVIEW/RECOMMENDATION:

N/A

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE: This is a revenue line item.

STAFF RECOMMENDATION: Pass resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-92

CITY OF BONDURANT
RESOLUTION NO. 210419-92

A RESOLUTION ADOPTING FEES FOR THE CITY OF BONDURANT, IOWA

WHEREAS, the City of Bondurant reviews periodically the costs of providing services; and

WHEREAS, the Board of Adjustment reviews requests for variances from property owners; and

WHEREAS, the action of the Board inures to the benefit of a specific property; and

WHEREAS, the City recently conducted an evaluation of other cities' fees and completed a cost accounting of the resources consumed by the City for each application, making it apparent that an adjustment to the filing fee is needed to cover the City's costs;

WHEREAS, the City of Bondurant finds it necessary to modify fees to assist with keeping pace with operating costs and comparable services in other communities; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa that the City does hereby adopt the following fee schedule:

Board of Adjustment Fee	\$100.00
Board of Adjustment Fee	\$350.00

Passed this 19th day of April 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. 5.m.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution Setting Date for Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: This item will be available on Monday.

COMMISSION REVIEW/RECOMMENDATION: N/A

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends setting the date of hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 5.n.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution rescinding and replacing Resolution No. 210405-82 related to disbursement of funds from Spring Bags Tournament

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: On April 15, the City Council approved a resolution related to the disbursement of funds from the Spring Bags Tournament. Subsequently, it was noted that the resolution contained an incorrect total. The total collected at the tournament was \$315, not \$300, of which \$150 was paid to the winner and \$105 paid to the runner-up, leaving \$60 (not \$45) for disbursement to the Food Bank. The attached resolution rescinds and replaces the original resolution and contains the correct totals.

COMMISSION REVIEW/RECOMMENDATION: N/A

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE: Registration Fees

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-94

CITY OF BONDURANT
RESOLUTION NO. 210419-94

RESOLUTION RESCINDING AND REPLACING RESOLUTION NO. 210405-82
RELATED TO DISBURSEMENT OF FUNDS FROM SPRING BAGS TOURNAMENT

WHEREAS, on April 15, the City Council approved a resolution related to the disbursement of funds from the Spring Bags Tournament, which was held on March 21, 2021; AND

WHEREAS, subsequently, it was noted that the resolution contained an incorrect total; AND

WHEREAS, the total collected at the tournament was \$315, not \$300, of which \$150 was paid to the winner and \$105 paid to the runner-up, leaving \$60 (not \$45) for disbursement to the Food Bank.

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

1. Resolution No, 210405-82 is hereby rescinded and replaced; and
2. The disbursements from the Spring Bags tournament are hereby approved as presented and staff is directed to issue payment to the Food Bank of Iowa a total of \$60.

Passed this 19th day of April 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. 8.a.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution for Professional Services Agreement with EOR for Design and Construction Phase Services for the Ditch #2 Stream Bank Stabilization Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS:

As apart of the bond funding for Storm water upgrades Staff has set aside funding for the Stream Bank Stabilization Project for the section of what is called Ditch #2 that was recently annexed into the City last year. As you may recall this section of creek lays between what is now Quail Run Plats 2 and 3.

Last year as apart of the storm water master planning process we directed our Storm water consultant EOR to provide a draft concept design and cost estimate for 2 projects in this area. This stream restoration project will not only serve as a wonderful amenity to the Community but will also provide storm water capacity upgrades as well as protection for the newly installed NW Trunk Sanitary Sewer that was installed last year. This contract with EOR is for design and construction phase services for the Stream Restoration Project for the Ditch #2 area.

COMMISSION REVIEW/RECOMMENDATION:

ALTERNATIVES TO APPRVOAL:

FUNDING SOURCE: Storm Water Bond Funding

STAFF RECOMMENDATION: Staff recommends approval of the Service Contract to EOR for Design and Construction phase services for the Ditch #2 Stream Restoration and stabilization Project in the amount of \$108,235.00.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-95
2. Engineering Consultant Standard Service Contract
3. STREAM PLAN

CITY OF BONDURANT
RESOLUTION NO. 210419-95

RESOLUTION APPROVING SCOPE OF SERVICE CONTRACT PROVIDED BY
EMMONS & OLIVER RESOURCES INC.FOR DESIGN AND CONSTRUCTION PHASE
SERVICES FOR THE DITCH #2 STREAM RESTORATION PROJECT

WHEREAS, on April 14th, 2021 the City of Bondurant received the proposal for Design and Construction Phase Services for the Ditch #2 Stream restoration Project; AND

WHEREAS, the City of Bondurant accepts the proposal of the work as follows:

EOR to provided to the following Scope of Services

1. The major project elements for Bid Package #1 include the following:
 - Clearing and grubbing select trees and brush, protection of select trees
 - Grading improvements to create a multiple stage, geomorphically appropriate channel design
 - Floodplain connection / riparian wetland features as much as possible within the corridor
 - Stabilization of the corridor with respect to:
 - o Planned adjacent development / increased hydrologic pressure
 - o Protection of new sanitary sewer infrastructure
 - o Additional channel capacity to protect new development with additional low-level conveyance and floodplain storage
 - Greenway recreational trail elements and basic trail-based amenities (benches, trail nodes, wayfinding, primitive stream access locations)
 - Basic erosion control seeding only in Bid Package #1
 - Bid Alternate #1 -Trail paving and ADA connections to adjacent trail / roadway

2. Bid Package #2 will be let separately for specialty contractors to install the new permanent vegetation and maintain it during the establishment period (assumed to be three growing seasons). The new vegetation will include native grasses, forbs, shrubs, trees, both in the lower wetland setting, and along the upper banks and trail alignment.

WHEREAS, the City Council approves the Contract for Design and Construction Phase Services in the amount of \$108,235.00,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Contract for Design and Construction Phase Services for the Ditch #2 Stream Restoration Project is hereby approved.

Passed this 19th day of April 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				

ENGINEERING CONSULTANT STANDARD SERVICE CONTRACT

This Agreement is effective on the ____ day of ____, 2021, by and between the City of Bondurant, Iowa (“Client”) and Emmons & Olivier Resources, Inc. (“Consultant”) for services that Consultant will perform at Bondurant, Iowa (the “Site”).

SCOPE OF SERVICES

Consultant will provide Client with the services described in Consultant’s proposal, attached as Attachment I and incorporated by reference (the “Work”).

COMPENSATION

Client agrees to pay Consultant the fees stated in Attachment I (the “Fees”) for the Work. Client agrees to pay for any services that are (a) required because of a material increase in the scope of the Work or (b) requested in addition to the Work on a time and materials basis at the rates provided in Consultant’s schedule of fees which are part of Attachment I.

This Agreement is subject to the following General Conditions:

SECTION 1: FEE PAYMENT

1.1 Consultant will submit invoices to Client monthly with a final invoice on completion of the Work. Invoices will show charges based on the Fees. A detailed separation of charges and backup data will be provided at Client’s request.

1.2 Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid. Payments will be credited first to interest and then to principal.

1.3 If Client fails to pay Consultant within sixty (60) days after invoice date, Consultant may deem failure to pay a breach of this Agreement, terminate the same, and be relieved of any and all duties under this Agreement.

SECTION 2: PROJECT INFORMATION

2.1 Client will provide to Consultant in writing information known to Client regarding existing and proposed conditions of the Site. The information will include without limitation, but only as appropriate to the work, as-built

blueprints, mechanical drawings, construction specifications, operating and performance criteria for mechanical systems, site plans, hydrologic data, subsurface or latent physical conditions at the Site, previous soil data including borings, field or laboratory tests, and written reports, and notice of all known hazardous, toxic, radioactive, pollutant, or irritant conditions at the Site (“Project Information”).

2.2 Client will immediately transmit to Consultant any updates, revisions, or additions to the Project information as they become available to it or its consultants.

SECTION 3: OWNERSHIP - DOCUMENTS

3.1 Consultant will prepare and deliver to Client certain design documents as instruments of the professional services performed. All design documents delivered to Client will become the property of Client; provided, however, Consultant will retain an ownership and property interest (including the right to reuse). Client will, to the fullest extent permitted by applicable law, indemnify, defend, and hold harmless Consultant from and against any and all claims, liabilities, losses, damages, costs, or expenses including, without limitation, reasonable

attorney's fees, awards, fines, or judgments arising out of or related to: (a) use of the design documents for locations or times not covered by the design documents; (b) use of information from the design documents out of context; or (c) interpretation of the meaning of the design documents by third parties without the written consent of Consultant.

3.2 Client agrees that all reports and other instruments of professional service furnished to the Client that are not paid for will be returned to Consultant upon written demand by Consultant and will not be used by Client for any purpose.

3.3 Consultant will retain all pertinent records relating to the Work for a period of three (3) years after the report is delivered. During that time, the records will be made available to Client during Consultant's normal business hours.

SECTION 4: STANDARD OF CARE

4.1 The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

4.2 Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

4.3 Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

4.4 Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

SECTION 5: INDEMNIFICATION AND LIMITATION OF LIABILITY

5.1 Client and Consultant each agree to indemnify and hold the other (and their respective officers, employees, and agents) harmless for losses resulting from and to the extent of its own negligence or willful-misconduct, except as provided in Section 5.2.

5.2 Consultant's responsibility to compensate Client or its successors and assigns, or persons claiming through them, for any loss to which the indemnification set forth in Section 5.1 above does not apply will not exceed the Fees.

5.3 Notwithstanding the provisions of Sections 5.1 and 5.2 above, Consultant will not be responsible for any consequential, special, or indirect damages or any loss of anticipated profits sustained by Client, its successors or assigns.

5.4 Nothing in this Section 5 will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.

SECTION 6: INSURANCE

Consultant will carry: (a) workers' compensation and employer's liability insurance to comply with laws of the state in which any project is undertaken by Consultant under this Agreement and applicable Federal laws, (b) comprehensive general liability insurance with a combined limit for bodily injury and property damage in an amount not less than \$1 million per occurrence and \$2 million aggregate and with completed operations coverage having a \$1 million aggregate limit, (c) comprehensive automobile liability insurance, covering all automobiles, trucks, and miscellaneous powered and automotive equipment owned or used by Consultant, with a combined limit for bodily

injury and property damage in an amount not less than \$1 million per occurrence, and (d) professional liability insurance in an amount not less than \$1 million per occurrence. Certificates for insurance will be provided to Client upon request. Consultant's liability for damages arising from occurrence covered by these policies of insurance will not exceed the coverage provided therein.

SECTION 7: ATTORNEY'S FEES

In the event of any controversy, claim, dispute, or litigation between the parties related to this Agreement or its breach, the prevailing party will be entitled to recover from the other party, in addition to other relief as may be granted, a reasonable sum as and for its attorney's fees together with expert's fees and other costs incurred as may be determined by a court of competent jurisdiction. Client also agrees to pay all costs of collection, including reasonable attorney's fees, in the event payment is not received as provided herein; this liability for attorney fees is not contingent upon suit being filed by Consultant.

SECTION 8: SITE LOCATION/ACCESS/PERMITS AND APPROVALS

8.1 Client will provide access to the Site for Consultant personnel and equipment as Consultant may deem necessary to complete the Work.

8.2 Consultant will take reasonable precautions to minimize damage to property on which it performs Work. Client agrees, however, that some damages may occur to property in the normal course of work absent negligence by Consultant and that the correction of any damage to property will be undertaken by Consultant and billed to Client. In the event of negligence by Consultant resulting in damage to property, Consultant will bear the cost of correcting the damage in proportion to its negligence.

SECTION 9: AGENCY/RIGHT OF ENTRY

In order to permit timely access to properties owned by third parties where access is deemed by Consultant to be necessary or beneficial to the Work, Client hereby appoints Consultant and its

employees as its agent authorized to execute right of entry agreements on behalf of Client. Client agrees that Consultant's failure to obtain entry to property owned by third parties will not be deemed a breach of this Agreement and Consultant will have no obligation to provide indemnification of third parties, or otherwise obligate itself, in order to obtain entry to property.

SECTION 10: UTILITIES

Consultant will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Consultant may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has proceeded with reasonable precautions and in reliance on that information.

SECTION 11: FORCE MAJEURE

If completion of any portion of the Work is delayed for causes beyond the control of or without the fault of Consultant including Force Majeure, the time of performance of the Work will be extended for a period equal to the delay. Force Majeure includes, without limitation, acts of God; acts of the public enemy; acts of federal, state, local, or foreign governments; acts of Client's subconsultants or agents; fires; floods; epidemics; strikes; riots; freight embargoes; and unusually severe weather.

SECTION 12: TERMINATION

12.1 This Agreement may be terminated by either party upon seven (7) calendar days written notice if there is a substantial failure of performance by the other party. Termination will not be effective if the substantial failure is remedied before expiration of the seven (7) days. If this Agreement is terminated prior to completion of all reports contemplated herein or if the Work is suspended for more than three (3) months, Consultant may complete analysis and records as are necessary to complete its files and may also complete a report on the Work done prior to termination.

12.2 Upon termination, Consultant will be paid for services, plus reasonable termination expenses, which expenses will include direct costs of completing the analyses, records, and reports referred to above.

SECTION 13: ASSIGNMENT

Neither party may delegate duties or assign interest in this Agreement without obtaining the prior written consent of the other party, which consent will not be unreasonably withheld, except Consultant may use the services of persons and entities not in its employ when it is customary to do so. These may include, without limitation, surveyors, specialized consultants, drilling contractors, testing laboratories, and construction contractors.

SECTION 14: MISCELLANEOUS

14.1 The parties acknowledge that this Agreement supersedes all written and oral agreements, if any, between the parties, and that this Agreement constitutes the entire and only agreement pertaining to the Work.

14.2 This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the respective parties hereto.

14.3 This Agreement will be construed, the rights and obligations created hereby will be governed, and the remedies available will be provided in accordance with the laws of the state in which the Work is performed, regardless of the conflict of law principles customarily applied by the courts of any jurisdiction. Venue and adjudication will be in that state.

14.4 Any of the terms or conditions of this Agreement may be waived at any time by the party that is entitled to benefit therefrom, but no waiver will affect or impair the right of the waiving party to require observance, performance, or satisfaction of any other term or condition hereof. Any of the terms or provisions of this Agreement may be amended or modified at any time by agreement in writing executed by each party hereto.

14.5 All provisions of this Agreement allocating responsibility between Client and Consultant will survive the completion of the Work or termination of this Agreement.

14.6 Any provision or part of this Agreement adjudicated to be void or unenforceable under any law will be deemed deleted, such deletion to apply only with respect to the jurisdiction in which such adjudication is made, and all remaining provisions will continue to be valid and binding upon the parties. The parties agree that this Agreement will be reformed to replace the deleted provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the deleted provision.

14.7 In keeping with the intent of the parties that this is the entire Agreement between them, the parties agree that the preprinted terms and conditions of any Client activating letter/purchase order issued to request Work pursuant to this Agreement will not apply to the Work, regardless of whether Consultant executes the activating letter/purchase order in acceptance of the Work.

14.8 Client has authority to enter into this Agreement and any person signing it on Client's behalf has been duly authorized to sign.

WHEREUPON, the parties caused this Agreement to be duly executed and to be effective on the date first above written.

SIGNATURES

Emmons & Olivier Resources. Inc.

By _____
Signature

Pat Conrad
Printed Name

Its _____
Sr. Partner
Title

Client: City of Bondurant

By _____
Signature

Printed Name

Title

ATTACHMENT I

Scope of Services

Project Understanding

General

EOR (“Consultant”) understands that the City of Bondurant, IA (“City”) wishes to make streambank improvements to the “Ditch 2” stream corridor which include channel design, floodplain connection / riparian wetland features and stabilization of the corridor with respect to planned development growth and protection of new infrastructure. EOR will provide final design services and construction administration for this project.

The project extents are the ‘Ditch #2’ stream corridor (a tributary to Mud Creek) from 2nd Street NW at the north end to the Chichaqua Valley Trail on the south end, and width-wise within the platted stream corridor boundary. Snyder and Assocs. developed the plats for the east and west side development directly adjacent the corridor and V&K designed the sanitary sewer project along the east bank of the stream. The area is currently mapped as a FEMA “Zone A / Zone X” floodplain (no detailed study, and no floodway), however it’s understood that Snyder conducted a detailed study in 2020 to remap the reach as a Zone AE.

The major project elements for Bid Package #1 include the following:

- Clearing and grubbing select trees and brush, protection of select trees
- Grading improvements to create a multiple-stage, geomorphically appropriate channel design
- Floodplain connection / riparian wetland features as much as possible within the corridor
- Stabilization of the corridor with respect to:
 - Planned adjacent development / increased hydrologic pressure
 - Protection of new sanitary sewer infrastructure
 - Additional channel capacity to protect new development with additional low-level conveyance and floodplain storage
- Greenway recreational trail elements and basic trail-based amenities (benches, trail nodes, wayfinding, primitive stream access locations)
- Basic erosion control seeding only in Bid Package #1
- Bid Alternate #1 -Trail paving and ADA connections to adjacent trail / roadway

Bid Package #2 will be let separately for specialty contractors to install the new permanent vegetation and maintain it during the establishment period (assumed to be three growing seasons). The new vegetation will include native grasses, forbs, shrubs, trees, both in the lower wetland setting, and along the upper banks and trail alignment.

General Description of Services Included in this Scope

This scope of services generally includes design and construction support services to assist the City in executing construction of the project, including:

1. Preliminary and final plans and specifications
2. Hydraulic modeling, permit applications, basic funding search assistance
3. Bid phase support, advertising, letting and bid review
4. Construction administration, limited construction observation support (daily observation to be conducted by City staff) and project close out services.

Project Assumptions

1. Consultant will base the project design on:
 - a. Iowa Statewide Urban Design and Specifications (“SUDAS”) 2020
 - b. City of Bondurant Ordinances and Standards
 - c. Regulations set forth in:
 - i. Clean Water Act Sections 401 and 404 (Wetlands and water quality)
 - ii. Iowa Administrative Code Chapter 71 (Floodplain Development)
 - iii. Iowa Stream Mitigation Method and Iowa Administrative Code Chapter 61
 - d. Iowa River Restoration Toolbox practices
 - e. AASHTO and Iowa DOT Shared Use Path Design Guidelines
2. Based on conversations with City, there are no known endangered species, archeological concerns, or federally owned land / structures in the immediate or adjacent project areas.
3. The area has already been platted on the east side, and municipal annexation / platting has just recently been completed on the west side.
4. The data developed by others (Snyder and V&K) will provide sufficient survey, planimetrics, and associated data for this project, additional data may need to be acquired, to be determined once all data has been reviewed.

Subconsultants

No subconsultants to EOR are anticipated at this time. Additional survey and/ or geotechnical services, if determined to be necessary, will be added by contract amendment.

Specific Scope of Services Items, Tasks and Deliverables

1. Project Management

1.1. Project Administration

1.1.1. Management of Team, Budget, Schedule, and Scope

Consultant will manage the project with respect to internal staff, regulatory interactions, and City communications. A formal communication chain will be established to prevent confusion and re-work. Consultant will manage production of the internal designers, review all invoicing and manage the overall design phase budgets and schedules.

1.2. Meetings

1.2.1. City Kickoff Meeting

Key staff from Consultant will meet with key staff from City (virtually via Zoom) to discuss project goals and timelines, establish communications procedures, facilitate information requests (if any), and foster any additional project discussions necessary to get the project underway.

1.2.2. Regular Progress Meetings

Consultant will host regular progress meetings, roughly bi-weekly during the early design phase, variable thereafter (typically “virtual” using Zoom, etc.) with key staff from Consultant, the City, and others as necessary. Others including stakeholders, contractors, etc. may be invited to join specific meetings if pertinent. The purpose of the meetings will be to give brief updates on progress, to share developing information, and to make basic decisions in real-time to keep the project moving forward. For estimating purposes, 10 meetings are assumed over the course of this scope of services.

1.2.3. Internal Team Meetings

Internal team meetings will be informal and as needed to coordinate among the teams within Consultant.

1.2.4. Design Review Meetings

After development of the 60% and Final Check Plans, Consultant will meet with City to review comments and improve the plans prior to moving forward.

Deliverables: Consultant will prepare meeting agendas and minutes for Kick-off Meeting and, when appropriate, Regular Progress Meetings.

2. Data Collection

2.1. Design Criteria Development

2.1.1. Consultant will collect design criteria from City and will research typical standards, public literature, in-house data, and other publicly available data sources to determine the most appropriate design basis and current engineering methods. Similar projects will be referenced for design comparison (internal and external) throughout the design development process. Standard sources such as Iowa Statewide Urban Design and Specifications (‘SUDAS’) 2019, City of Bondurant Ordinances and Standards, Iowa NRCS, Iowa River Restoration Toolbox, and A Function Based Framework for Stream Restoration will be referenced as needed.

2.2. General Project Reconnaissance

2.2.1. Consultant or City will collect any additional project data and documents not previously obtained in the previous phase and will review the data and documents for information pertinent to the project. Consultant or City will take photos of the site, possibly including aerial drone images and videos for documenting existing pre-construction site conditions and for reference by

the team throughout the design process. City will provide existing topographic survey data (by others) for the site, Consultant will review the data for completeness. If additional data is determined to be necessary a contract amendment may be necessary to include this service.

2.3. Geomorphic Survey

2.3.1 Consultant will conduct fieldwork to observe and assess the geomorphic nature of the stream. Stream facets including profile, cross section, and stream features will be mapped. Data from a similar reference reach will be assessed for comparison and facet design guidance. The data may be entered into an Iowa River Restoration Toolbox for analysis.

2.4. Geotechnical Engineering

2.4.1. No geotechnical exploration is anticipated for this project, if the need arises that service will be negotiated as a contract amendment. City will provide existing geotechnical information for this area, if available.

2.5. Utility Coordination

2.5.1. Consultant will coordinate with known utility operators in the limits of the project to determine potential impacts and methods for resolution. The project will generally be planned to avoid conflicts with known utilities.

2.6. Easements

2.6.1. No easement linework or platting is assumed to be needed at this time

2.7. Wetland Delineation / Stream Assessment (ISMM)

2.7.1. The project corridor will be inspected for regulatory wetlands based on the current standards. A formal wetland delineation report will be developed. Note that no wetland mitigation plan is included as the project is anticipated to be considered “self-mitigating”. If mitigation is deemed necessary a plan will be developed by contract amendment.

2.7.2. The project corridor will be assessed for stream conditions based on the Iowa Stream Mitigation Method. One ISMM worksheet will be prepared to contrast the existing condition with the proposed condition, which is anticipated to present favorable (no mitigation required) results. Mitigation planning is not included or expected to be necessary.

Deliverables: Photos, electronic scans of hard copy data, drone footage, wetland report and ISMM worksheet will be delivered for City’s usage.

3. Permitting and Hydraulic Analysis

It is assumed that HEC-RAS modeling exists for this site (developed by others), and that the model files will be obtained by the City and made available to Consultant. This project will geometrically improve floodplain connection, conveyance area, and be a net benefit to flood profiles in reality. The proposed project geometry will be incorporated into the model to estimate the impact on the

regulatory profiles, as well as provide design guidance for lower flows. Reasonable attempts will be made to design the project such that the design profile converges with the modeled regulatory profile, however the accuracy of the modeling by others is not the responsibility of Consultant. If the current modeling is found to contain inaccuracies to the extent that the proposed project cannot be represented without creating unrealistic adverse results then additional effort (by contract amendment) may be required to correct the modeling or change the design significantly, this case is not expected, but it is possible.

3.1. HEC-RAS Modeling

3.1.1. HEC-RAS steady-state modeling will be updated for the project including adding the proposed condition to the existing model (by others) to estimate the impact of the project on the regulatory flood profile and map extents. By the nature of the project, it is assumed that the project will be a benefit to the regulatory condition, however as stated above, the quality of the existing modeling is unknown at the time of scoping.

3.1.1.1. The model will be developed and used to estimate flood profile impacts and basic hydraulic performance (velocity, depth, shear stress, energy grade). The model geometry for the proposed condition will be based on survey and design data where possible but may be extended in the extreme floodplain limits by overlaying LiDAR elevation data where needed. The model will be reviewed internally by a qualified expert, and review comments will be included in a revised model prior to publishing results.

3.1.1.2. A summary memo will be developed to give a brief overview of the model development, findings and results, and model limitations.

3.2. Permitting Services

3.2.1. A joint application will be prepared and submitted for the project, which will include submittal documents including project plans, modeling memo and cover letters (if needed) for:

- Iowa DNR Floodplains and Sovereign Lands
- US Army Corps of Engineers (Section 404) and Iowa DNR Water Quality (Section 401)

3.2.2. The Stream and Wetland reports (Section 2 above) will be submitted with the joint application materials

3.2.3. NPDES#2 and Iowa General Permit #2 documents will be prepared. Some information will be left for the contractor to complete. Binder will include typical forms and sections based on Iowa General Permit #2 and City of Bondurant requirements, including:

3.2.3.1. Formal SWPPP Narrative and Site Plan Documents

3.2.3.2. NOI and Public Notice Draft

3.2.3.3. Compiled SWPPP Binder for the jobsite and electronic file copies
(Note that the NOI and associated fees must be submitted by the City or the Contractor)

Deliverables: The hydraulic model and summary memo will be provided to City for future usage. The permit application documents submitted to appropriate agencies for permits, ISMM Worksheet, SWPPP Documents

4. Design and Construction Documents

Consultant will update previously developed concept level designs and cost estimates. This task will build upon previous work to develop full construction plans and bid documents. The City will provide their standard title block (if applicable) in CAD format and/or pdf format, Consultant will provide plan sheets in 11 x 17 PDF format.

4.1. Preliminary Plans

4.1.1. Consultant will develop the designs and produce preliminary plans (~60% design) for review by the City. A revised estimate of construction cost will also be provided.

Plan set will include the following at minimum, some pages may have reduced detail at the preliminary stage:

- Cover Page with project location and sheet index
- Legends and Symbols page
- Overall site plan, with existing conditions and utilities
- General Notes page
- Typical Sections page
- Removal Plans (including tree removals)
- Stream Plan and Profile pages
- Grading Plans
- Special Details pages
- Bid Alternate – Trail Paving
 - Trail Plan and Profile
 - ADA connections detail
 - Trail nodes and amenities details
 - Trail Typical Sections
- Bid Package #2 – Permanent Planting Plans and Specifications

4.2. Final Design Plans

4.2.1. Consultant will incorporate review comments from the preliminary plan reviews and develop the designs into final plans for review by City. One set of check plans will be submitted for review shortly before final signed plans are produced, and comments will be incorporated into the final construction documents. Planset will include the following at minimum:

- Cover Page with project location and sheet index
- Legends and Symbols page
- Overall site plan, with existing conditions and utilities
- General Notes page
- Alignments, Benchmarks and Control Points page
- Staging, Access, and Easements Pages (easements by others)

- Typical Sections page
- Estimated Project Quantities and Estimate Reference Notes pages
- Tabulations page (if needed)
- Removal Plans (including tree removals)
- Stream Plan and Profile pages
- Grading Plans
- Erosion and Sediment Controls page
- Special Details pages
- Cross Sections pages
- Bid Alternate – Trail Paving
 - Trail Plan and Profile
 - ADA connections detail
 - Trail nodes and amenities details
 - Trail Typical Sections
- Bid Package #2 – Permanent Planting Plans and Specifications

4.3. Project Manual Development

4.3.1. Consultant will develop the project manual based on SUDAS and City supplemental conditions. Consultant will draft special provisions specific to the project details. The project manual is anticipated to be assembled for the final check plan submittal stage.

4.4. Quantities and Opinion of Probable Construction Cost

4.4.1. Consultant will prepare a tabulation of quantities and construction cost estimates to accompany each deliverable, including standard contingencies and documentation of typical confidence intervals for the stage of design.

Deliverables: 60% and Final Design Plans, Construction Phase SWPPP & Application document templates, Project Manual, Construction Cost Estimates

5. Bidding Services

Consultant will provide SUDAS-based bidding documents necessary for 2 bid packages. Consultant will help advertise for bids, and will assist with the bid opening, however City will provide a location for the letting, and will receive the sealed bids formally. Two formal project lettings are included in this scope of services.

- Bid Package #1 includes all formal construction
- Bid Package #2 includes installation and maintenance of the vegetation through the establishment period (typically 3 years).

5.1. Bidding Documents

5.1.1. Consultant will list the project using QuestCDN and Iowa Master Builders for electronic distribution. Consultant will print 10 sets of drawings, specifications, and contract documents for physical distribution to

prospective bidders by the City (if desired). Consultant will maintain a record of parties to whom bidding documents have been issued.

5.2. Bid Letting

5.2.1. Consultant will hold a pre-bid meeting (location to be provided by the City), answer any contractor questions during the bid phase and issue any addenda necessary. Addenda will be issued up until seven calendar days from the letting date. No specific questions will be answered, and no addenda will be issued within seven days of the letting to prevent confusion by the bidders. If desired, Consultant can list the project on QuestCDN for electronic transmittal and letting phase tracking.

5.3. Contract Award

5.3.1. Consultant will attend the bid opening. Following bid opening, Consultant will prepare bid tabulation sheets and distribute to the City and all plan holders. Consultant will then assist the City in evaluating bids, recommending contractors and awarding construction contracts.

5.3.2. Consultant will review and submit the executed contract documents to the City for approval.

Deliverables: Bid Tabulation, Final Bidding Documents, Contractor Contract Documents

6. Construction Administration

Consultant will lead the Construction Administration services. The construction duration is estimated to be approximately 12 weeks or less (letting to substantial completion). If for any reason the duration is significantly longer, resulting in additional effort, the contract may need to be amended to include the effort.

Staking - Note that construction staking will be a bid item and included in the contractors' overall bid packages.

6.1. Pre-Construction Meeting

Consultant will attend a pre-construction meeting, City to provide a location, and assist in answering contractor questions, orienting the team to the site and walking through the project. Consultant will be responsible for scheduling and coordinating the meeting, and preparing meeting minutes.

6.2. Submittals

6.2.1. Consultant will review shop drawings, and maintain a log of shop drawings received and returned.

- 6.2.2. Consultant will receive, review, and verify construction quantities reported by contractor on pay applications before processing and submitting to the City for payment.
- 6.2.3. Consultant will receive, review and process change order requests and assist City with Change Order negotiations.

6.3. Construction Observation

- 6.3.1. City will be responsible for regular site visits and documentation of general progress. Consultant will be available for questions and overall support. Consultant will conduct 5 site visits at key milestones during construction, including for example:
 - 6.3.1.1. Completion of Clearing and Grubbing
 - 6.3.1.2. Completion of primary grading
 - 6.3.1.3. Placement of in-stream structures, access boulders, etc.
 - 6.3.1.4. Trail staking (if alternate is selected)
- 6.3.2. Consultant will prepare brief construction progress reports following each visit

6.4. Final Field Review and Project Close-Out

- 6.4.1. Consultant and City will conduct a field review to determine if the work is substantially completed, and Consultant will develop a punch list for the Contractor. Consultant will perform a subsequent final close out inspection to ensure that all punch list items have been addressed. If multiple follow up inspections are required, a contract amendment may be necessary.
- 6.4.2. Following satisfactory completion (assessed by Consultant and City), Consultant will draft a letter of final acceptance recommending final payment to the Contractor and providing written notice to City and the Contractor that the work is acceptable. This task will also include assembling final project documentation and certifications.
- 6.4.3. Second bid package for vegetation and establishment will include a three year establishment period. Consultant will make 3 annual inspections prior to maintenance work to observe conditions and make brief recommendations for maintenance work. Additional effort may be required to provide detailed guidance if necessary, however this effort may be subject to contract amendment.

6.5. Record Drawings

- 6.5.1. Consultant will prepare construction record drawings (PDF markups) showing those changes made during construction, based on the marked-up drawings and other data furnished by the Contractor. Consultant shall provide City with one electronic copy of the record drawings in PDF or similar format.
- 6.5.2. No as built survey is included, however this service can be added if desired

Deliverables: Meeting minutes, Punch Lists, Construction Progress Reports, Final Acceptance Letter, Record Drawings, Close out documentation

7. Schedule

The work in this scope will commence immediately upon receiving Notice to Proceed and will follow the schedule outlined below as much as possible. The project includes multiple complicating factors which could adjust the schedule beyond Consultant's control. Consultant will communicate regularly with stakeholders regarding schedule and will make adjustments in production if possible to accommodate issues as they develop.

The primary drivers for the schedule that are not flexible are understood to be:
Bat exclusion dates (tree removals without site specific screening) Oct 1 to Mar 31

Construction start is planned for approximately October 1, 2021

The critical path constraint is likely to be the review and approval of permitting by the Iowa DNR Floodplains office. Consultant will prioritize the design around grading, modeling, and developing the submittals to the point that we can commence the process as quickly as possible. Once reviews are underway and final design is progressing, Consultant will coordinate with City to determine the most suitable letting schedule.

8. Fees

Consultant proposes to provide the services described above based on the current rate schedule (2021) including labor, equipment, materials, and reasonable expenses (travel, mileage, printing, bid listing fees, etc.). The fees for this scope of services will not exceed the estimate below without specific written approval by City for additional services. The actual effort included in the billings may include work completed before the contract is fully executed if the work is described in the scope of services and pertinent to the timely execution of project progress.

The total fees for this Scope of Services are estimated to be \$108,300

<u>Phase</u>	<u>Fee</u>
Project Management	\$ 8,504
Data Collection	\$ 16,008
Permitting and H&H	\$ 13,418
60% Plans and Specs	\$ 18,764
Check Plans and Final Plans	\$ 20,130
SWPPP, PM, OPC	\$ 9,393
Bid Phase (2 packages - 1 small)	\$ 6,582
Construction Admin	\$ 15,436
Total	\$ 108,235

Tasks Not Contractually Included at this Time

The following tasks and services are not included in this scope of services but could be added by contract amendment.

1. NEPA Phase 1, Threatened and Endangered species habitat assessments, or other Environmental Assessment tasks.
2. Geotechnical investigations are not anticipated to be needed for this project
3. Structural engineering for retaining walls, railings, etc. These elements are not anticipated. If more complicated designs are required this service may be solicited from one of our teaming partners.
4. Letter of Map Revision (LOMR), or other FEMA floodplain map amendment services.
5. Formal survey services, however this service may be added if needed

Tasks Expected of City

- a. City shall appoint a project manager that will serve as the primary point of contact regarding the project.
- b. Delivery of all other pertinent background materials: reports, plans, hydraulic modeling, photographs, construction drawings, utility information, previous work on the project, regulatory or hazardous materials records, geotechnical investigations, topographic and boundary survey, etc. These materials are necessary at the beginning of the project.
- c. Review of submittals and return of comments to Consultant within two weeks from the date of submittal, in order to maintain the schedule above.
- d. All reviewers from the various departments within City shall submit comments to the City's project manager, who will collect and forward them to the Consultant at one time for each submittal phase (to prevent re-work and confusion).
- e. Provision of all legal and administrative requirements necessary for processing of permit applications, easements, subcontract requirements, etc.
- f. Payment of permit application fees directly, and submittal of permit applications that are required to be submitted by the City (e.g. NPDES#2).
- g. City will act as the resident construction observation engineer, making regular visits to the site, holding regular construction meetings, and will be available to answer contractor questions on a daily basis (Consultant will assist with less frequent availability). City will attend weekly SWPPP inspections (when available) with Contractor's formal SWPPP Inspector, however Contractor will be formally responsible for inspections and reporting.

EOR 2021 HOURLY FEE SCHEDULE

<u>Classification</u>	<u>Hourly Rate (*)</u>
Professional 1	\$111.00
Professional 2	\$138.00
Professional 3	\$166.00
Professional 4	\$186.00
Technician 1	\$80.00
Technician 2	\$96.00
Technician 3	\$117.00
Principal Partner	\$229.00
Support Staff	\$76.00

Professionals:

Includes licensed and nonlicensed engineers, landscape architects, geologists, scientists, surveyors, field professionals, and geospatial professionals with bachelor's or advanced degrees.

Technicians:

Work requires a combination of basic scientific knowledge and manual skills which can be obtained through two years of post high school education, such as is offered in technical schools, community colleges, or through equivalent on-the-job training.

Principal Partners:

Officers and departmental managers at the highest level of EOR staff classification performing technical and quality control supervision.

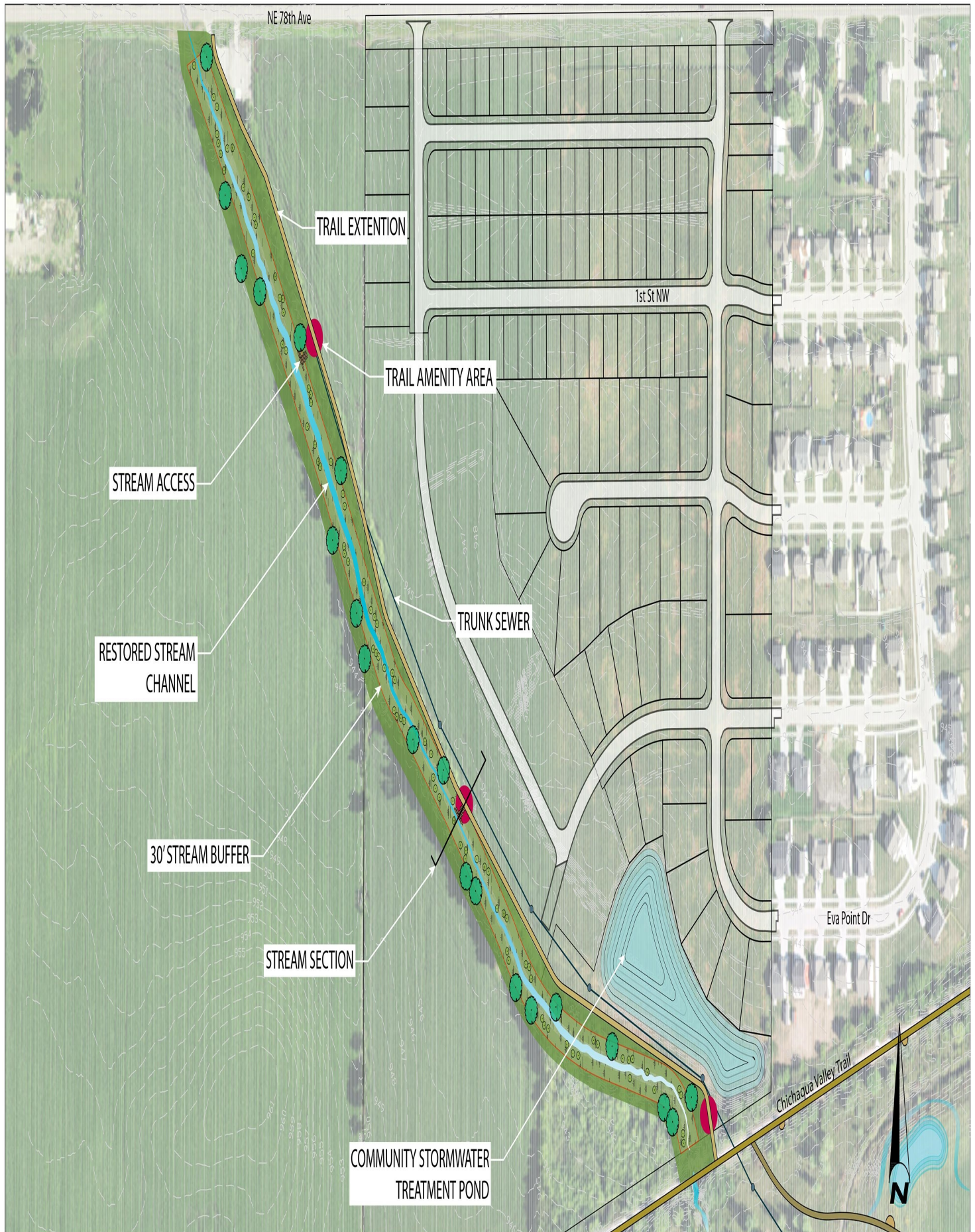
Support Staff:

Non-manual clerical work performed by office administrators, administrative assistants, bookkeepers, messengers, office helpers, and clerks.

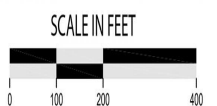
Additional Notes:

- *Reimbursable expenses (Reproduction, Printing, Duplicating, Mileage at current government rates, DGPS equipment, field supplies, use/rental of special equipment, etc.) will be billed at cost.*
- *Subcontracted services will be billed at cost plus 15% to cover overhead expenses.*
- *Expert witness trial and deposition testimony will be billed at the above hourly rates times 1.5.*
- *Payment is due upon receipt of invoice. If the invoice is not paid within thirty (30) days after invoice date, Client will also pay a finance charge thereon of 1.5 percent or the maximum rate allowed by law, whichever is less, for each month thereafter or portion thereof that an invoice remains unpaid.*

(*) Rates reviewed and adjusted on an annual basis.



STREAM CORRIDOR CONCEPT PLAN





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

Item No. 8.b.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Memorandum of Understanding with Bondurant Commercial, LLC

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City has been working with the developer on the Commerce Crossings Project to identify and document developer and city responsibilities for an infrastructure expansion and construction project to facilitate economic development.

Developer responsibilities include:

1. Construct an infrastructure and economic development project in phases;
2. Maintain the use of the completed Project as part of its business operations of selling, long-term leasing, and managing commercial real estate;
3. Invest not less than \$10,000,000 into capital improvement for the first phase of the Project;
4. Submit a detailed site plan;
5. Construct public infrastructure in two phases (the construction of their portion of Commerce Crossings Parkway);
6. Document the costs of the public infrastructure improvements;
7. Pay any property taxes that are due in a timely manner.

The City agrees to:

1. Establish/expand an Urban Renewal Area;
2. Adopt a Tax Increment Ordinance;
3. Design and construction the City Infrastructure portion of the overall project (estimated to be \$2,750,000);
4. Review Company Public Infrastructure Cost documentation; and
5. Provide Tax Increment payments to reimburse company for company-funded public infrastructure projects in an amount not to exceed \$5,130,000 (payments come from up to six phases of improvements, for which each phase can be no longer than 12 years all phases combined can be no longer than 20 years from

the beginning of the first payment on the first phase until the final payment on the final phase).

All payments are subject to annual appropriation.

The agreement represents prior discussions and direction from Council. The total amount the developer can receive in reimbursement has been increased over the initial estimate to reflect the unknown timeline for the second phase of the public infrastructure improvements. The construction of the second phase of improvements is dependent upon progress the neighboring community makes with its connecting infrastructure improvements.

The purpose for the Memorandum of Understanding is to lay out the terms of the development agreement to facilitate the advancement of the project. Because the Urban Renewal amendment process is lengthy, the MOU is a tool to establish and agree to the responsibilities expected of each party, prior to the finalization of the development agreement.

COMMISSION REVIEW/RECOMMENDATION:

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-96
2. Commerce Crossings Memorandum of Understandings

CITY OF BONDURANT
RESOLUTION NO. 210419-96

RESOLUTION APPROVING MEMORANDUM WITH BONDURANT
COMMERCIAL, LLC

WHEREAS, The City has been working with the developer on the Commerce Crossings Project to identify and document developer and city responsibilities for an infrastructure expansion and construction project to facilitate economic development; AND

WHEREAS, under the agreement, the Developer responsibilities include:

1. Construct an infrastructure and economic development project in phases;
2. Maintain the use of the completed Project as part of its business operations of selling, long-term leasing, and managing commercial real estate;
3. Invest not less than \$10,000,000 into capital improvement for the first phase of the Project;
4. Submit a detailed site plan;
5. Construct public infrastructure in two phases (the construction of their portion of Commerce Crossings Parkway);
6. Document the costs of the public infrastructure improvements; and
7. Pay any property taxes that are due in a timely manner.

The City agrees to:

1. Establish/expand an Urban Renewal Area;
2. Adopt a Tax Increment Ordinance;
3. Design and construction the City Infrastructure portion of the overall project (estimated to be \$2,750,000);
4. Review Company Public Infrastructure Cost documentation; and
5. Provide Tax Increment payments to reimburse company for company-funded public infrastructure projects in an amount not to exceed \$5,130,000 (payments come from up to six phases of improvements, for which each phase can be no longer than 12 years all phases combined can be no longer than 20 years from the beginning of the first payment on the first phase until the final payment on the final phase); AND

WHEREAS, all payments are subject to annual appropriation; AND

WHEREAS, the purpose for the Memorandum of Understanding is to lay out the terms of the development agreement to facilitate the advancement of the project. Because the Urban Renewal amendment process is lengthy, the MOU is a tool to establish and agree to the responsibilities expected of each party, prior to the finalization of the development agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Memorandum of Understanding with Bondurant Commercial, LLC, is hereby approved as presented.

Passed this 19th day of April 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				

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Bondurant, Iowa (the "City") and Bondurant Commercial, LLC (the "Company") as of the ____ day of _____, 2021.

WHEREAS, the City will add the property to the Bondurant Urban Renewal Area (the "Urban Renewal Area"), and will adopt a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property (the "Property") which is situated in the City, lies within the Urban Renewal Area and is more specifically described in the Development Agreement attached as Exhibit A hereto, and the Company will develop commercial lots on the Property for the purpose of selling and/or providing build-to-suits on such lots and will also undertake the construction of certain commercial and/or industrial warehouse/flex buildings on the portion of the Property south of the Company Infrastructure Project (as hereinafter defined) and all of which shall be completed in phases (the "Project") in the Commerce Crossing Business Park; and

WHEREAS, in order to support the development of the Property and the construction of the Project, the Company will undertake the construction of certain public infrastructure improvements (the "Company Public Infrastructure Project") to serve the Property and the Project; and

WHEREAS, in order to support the development of the Property and the construction of the Project, the City will undertake the construction of certain public infrastructure improvements (the "City Infrastructure Project") to serve the Property and the Project; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of tax abatement and incremental property tax payments to be used by the Company in defraying the costs incurred by the Company in connection with the Company Public Infrastructure Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

NOW THEREFORE, the parties hereto agree that this Memorandum of Understanding represents each party's commitment to work cooperatively with the other party and to use each party's best efforts to prepare and approve the Development Agreement;

A. Amend Urban Renewal Plan & Authorize Development Agreement.

The City hereby agrees to undertake the completion of the statutory requirements of Chapter 403 of the Code of Iowa in order to amend its urban renewal plan for the Urban Renewal Area, to ensure the inclusion of the Property in the Urban Renewal Area and to

authorize the Project as an urban renewal project. Furthermore, the City agrees to undertake the completion of the statutory requirements of Chapter 403 of the Code of Iowa in order to authorize the Development Agreement.

B. Development Agreement. The Company and the City agree that the Development Agreement will be in substantially the form and will include the terms as set forth in the Development Agreement attached hereto as Exhibit A.

C. Liability. The City and the Company hereby acknowledge that the obligations of the parties described herein are merely a present statement of intent. The Company further acknowledges that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced above. The City will not be held liable in the event that the City Council, through the exercise of its ordinary political discretion, determines to not approve any of the actions outlined herein or undertake the City Infrastructure Project. The Company shall not be held liable hereunder should it determine to not proceed with the execution of the Development Agreement or the undertaking of the Project and the Company Public Infrastructure Project.

The City and the Company have caused this Memorandum of Understanding to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF BONDURANT, IOWA

By _____
Mayor

Attest:

City Clerk

BONDURANT COMMERCIAL, LLC

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into between the City of Bondurant, Iowa (the "City") and Bondurant Commercial, LLC (the "Company") as of the ____ day of _____, 2021 (the "Commencement Date").

WHEREAS, the City has established the Bondurant Urban Renewal Area (the "Urban Renewal Area"), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described in Exhibit A hereto (the "Property"), and the Company will develop commercial lots on the Property for the purpose of selling and/or providing build-to-suits on such lots and will also undertake the construction of certain commercial and/or industrial warehouse/flex buildings on the portion of the Property south of the Company Infrastructure Project (as hereinafter defined) and all of which shall be completed in phases (the "Project") in the Commerce Crossing Business Park; and

WHEREAS, in order to support the development of the Property and the construction of the Project, the Company will undertake the construction of certain public infrastructure improvements (the "Company Public Infrastructure Project") to serve the Property and the Project; and

WHEREAS, in order to support the development of the Property and the construction of the Project, the City will undertake the construction of certain public infrastructure improvements (the "City Infrastructure Project") to serve the Property and the Project; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of tax abatement and incremental property tax payments to be used by the Company in defraying the costs incurred by the Company in connection with the Company Public Infrastructure Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project Construction and Use. The Company agrees to construct the Project on the Property in phases and to maintain and use the completed Project as part of its business operations of selling, long-term leasing, and managing commercial real estate throughout the Term, as hereinafter defined. Furthermore, the Company agrees to invest not less than \$10,000,000 into capital improvements for the first phase of the Project, including construction work and other furnishings. The Company agrees to submit a detailed site concept plan (the "Site Plan") for the first phase of the Project to the City Council for approval. Upon approval by the City Council, the Site Plan shall be attached hereto as Exhibit B. The Company will maintain compliance with local zoning, land use, building and safety codes and regulations. The Company agrees to construct the Project in accordance with the Site Plan.

2. Company Public Infrastructure Project Construction. The Company agrees to cause the construction of the Company Public Infrastructure Project (hereafter, the "CPIP") in two (2) phases. The first phase (the "CPIP Phase I") will be completed as depicted on the Site Plan attached hereto as Exhibit B. The Company agrees to cause the construction of the CPIP Phase I in accordance with the timeline and specifications set forth in Exhibit C-1 hereto.

The second phase (the "CPIP Phase II") will extend the City street, to be known as Commerce Parkway SW, to the City's western corporate boundary. However, the timeline and specifications for the construction of the CPIP Phase II cannot be determined until the City of Altoona, Iowa ("Altoona") establishes the alignment of the roadway within its corporate boundaries in order to effectuate the ultimate connection of the roadway. When Altoona determines the final alignment of the street to its east corporate boundary (currently Ziegler Drive within the Altoona corporate boundary and to be known as Commerce Parkway SW within the City) the Company will cause the preparation of the timeline and specifications for the CPIP Phase II, and such timeline and specifications will be set forth in Exhibit C-2 hereto. The Company agrees to cause the construction of the CPIP Phase II in accordance with the timeline and specifications set forth in Exhibit C-2 hereto.

Prior to constructing the CPIP, including the applicable CPIP Phase I and CPIP Phase II in connection therewith, the Company will submit copies of all engineering documents related to the proposed CPIP to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations, including the Iowa Statewide Urban Design and Specifications.

The City shall retain all rights to inspect the completed CPIP for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Company Public Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the CPIP, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Company in writing that such completed improvements meet City requirements; and (iii) the City accepts such Company Public Infrastructure Project in accordance with State law, the Company will

provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Company Public Infrastructure Project, which shall thereafter be maintained by the City.

3. Public Infrastructure Costs Documentation. Upon completion of each of the two (2) Phases of the CPIP referenced in Section A.2 of this Agreement, the Company agrees to provide documentation (the "Costs Documentation") detailing the costs (the "Company Public Infrastructure Costs") incurred in the completion in each of the two (2) Phases, including invoices and such other documentation as is reasonably requested by the City, confirming that such Company Public Infrastructure Costs detailed in such Costs Documentation were in fact incurred in the construction of the Company Public Infrastructure Project and that such Company Public Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction. The Company will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

The Company Public Infrastructure Costs may include costs relating to designing and constructing the CPIP, including the extension of utilities (including, but not limited to, offsite sanitary sewer and water improvements), paving, landscaping and grading the CPIP, engineering and legal fees associated with the coordination, planning and construction of the CPIP, interest expense and other costs of financing, and other reasonably related costs of carrying out the CPIP.

4. Tax Abatement. The Property is situated within the City's Urban Revitalization Area. The Company hereby acknowledges that it must submit timely application for property tax exemption for the buildings comprising the Project pursuant to the City's urban revitalization plan (the "Revitalization Plan") and Iowa Code Chapter 404. The Company further agrees that it will select the three-year 100% tax exemption schedule set forth in the Revitalization Plan for the buildings comprising the Project. The Company acknowledges that property tax abatement is not available with respect to any valuation of the Property other than that valuation attributable to the construction of the Project thereon, as determined by the Polk County Assessor.

5. Property Taxes.

A. Payment of Taxes. The Company agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property throughout the Term, as hereinafter defined.

B. Taxability of Property. Notwithstanding the Tax Abatement referenced in Section A.4 of this Agreement, the Company shall not, during the Term, as hereinafter defined, cause or voluntarily permit the Property or the completed Project to become exempt from property taxation whether through the sale or leasing of such property to an entity that is exempt from property taxation or through any other means.

6. Company's Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the

Term, as hereinafter defined, commencing October 15, 2022, demonstrating that the buildings comprising the Project have either been sold or leased for the use in the ongoing business operations of commercial or industrial enterprises or that such buildings are actively available for sale or lease for use in the ongoing business operations of commercial or industrial enterprises.

7. Company's Certifications – Phases-Base Valuation. The Company shall have the right to divide the taxable parcels comprising the Property into six (6) phases (the “Phases” and, individually, each a “Phase”) for purposes of calculating and administering the Payments, as hereinafter defined. The Company agrees to certify (each a “Triggering Certification”) to the City of its intent for the Payments, as hereinafter defined, to commence for each Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Company intends for the Payments to begin. The Triggering Certification for the first Phase shall be made by no later than October 15, 2025. The Company hereby acknowledges that the submission of the initial Worksheet, as defined in Section A.8 of this Agreement, for any particular Phase will satisfy the requirements of this Section A.7.

The base valuation (the “Base Valuation”) of the taxable parcels comprising each Phase shall be the aggregate taxable valuation of all such taxable parcels, reflected on the property tax rolls of Polk County, as of January 1 of the year prior to the year in which the Triggering Certification for the first Phase is filed with the City.

8. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15 of the year in which the Triggering Certification is made for the first Phase, an amount (the “Company’s Estimate”) equal to the sum of (i) the amount of the estimated Parcel I Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Phases of the portion (the “Parcel I Property”) of the Property described on Exhibit A hereto; plus (ii) the amount of the estimated Parcel II Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Phases of the portion (the “Parcel II Property”) of the Property described on Exhibit A hereto factored by fifty percent (50%) (the “Annual Percentage”).

The Company shall only have the right to include incremental valuation from a particular Phase in the Company’s Estimate for a period not in excess of twelve (12) years. In submitting each such Company’s Estimate for each Phase, the Company will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit E. A separate Worksheet must be submitted for each Phase. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Parcel I Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school,

etc.) then in effect with respect to taxation of the Parcel I Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the relevant Phase of the Parcel I Property, as shown on the property tax rolls of Polk County, above and beyond that the Base Valuation of the taxable parcels of the Parcel I Property included with each such Phase; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Parcel I Property.

For purposes of this Agreement, Parcel II Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Parcel II Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the relevant Phase of the Parcel II Property, as shown on the property tax rolls of Polk County, above and beyond that the Base Valuation of the taxable parcels of the Parcel II Property included with each such Phase; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Parcel II Property.

The Parcel I Incremental Property Tax Revenues and the Parcel II Incremental Property Tax Revenues are collectively referred to herein as the “Incremental Property Tax Revenues.”

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet(s) required under this Section A.8.

9. Default Provisions.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Company to complete construction of the CPIP pursuant to the terms and conditions of this Agreement.
- III. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- IV. Failure by the Company to comply with Sections A.3 and A.5 through A.8 of this Agreement.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement;
- II. Withhold the Payments under Section B.3 of this Agreement.

B. City's Obligations

1. Design and Construction of City Infrastructure Project. The City agrees to cause the construction of the City Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit F hereto. The current cost estimate for the City Infrastructure Project at the time of execution of this Agreement is \$2,750,000 (the "City Infrastructure Cost Estimate"), including costs associated with the planning and design of the City Infrastructure Project.

The City agrees to procure construction contracts for the City Infrastructure Project through the statutory process for public bid letting set forth in Chapter 26 of the Code of Iowa and otherwise in accordance with applicable law. To the extent that the bids received for the construction of the City Infrastructure Project are higher than the City Infrastructure Cost Estimate such that the actual cost of the City Infrastructure Project is projected to exceed the City Infrastructure Cost Estimate by a factor of ten percent (10%) the City may, with advice from the project engineers and legal counsel, make modifications to the City Infrastructure Project, to the extent allowed under Chapter 26 of the Code of Iowa, and/or reject the bids and modify the timeline for completion and the specifications for the City Infrastructure Project so that its costs are no longer likely to exceed the City Infrastructure Cost Estimate. Any changes to the specifications or the timeline for completion for the City Infrastructure Project shall be reflected on Exhibit F hereto.

2. Review of Company Public Infrastructure Cost Documentation. The City staff will review the Cost Documentation upon receipt from the Company. If the City determines that the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the CPIP, the City shall record a summary of the date, amount and nature of the accepted Company Public Infrastructure Costs (the "Accepted Costs") on the Summary of Accepted Public Infrastructure Costs attached hereto as Exhibit G, and such summary shall be the official record of the Accepted Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.3 of this Agreement.

If the City determines the Company Public Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Public

Infrastructure Project, the City shall notify the Company of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Company to cure the noted deficiencies.

3. Payments. In recognition of the Company's obligations set out above, the City agrees to make semiannual economic development tax increment payments (the "Payments" and, individually, each a "Payment") to the Company during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the "Maximum Payment Total") shall not exceed the lesser of (i) the Accepted Costs, or (ii) \$5,130,000. The Payments shall be funded from the incremental valuation of each Phase for a period not in excess of twelve (12) years after the certification of such Phase. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

The Payments with respect to each Phase will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.4 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made for such Phase, and continuing for a period of a total of twelve (12) fiscal years for each Phase, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, 2046.

For example, assuming the Triggering Certification for the first Phase is made October 15, 2025, and all appropriation determinations are approved affirmatively by the City Council under Section B.4 below, then Payments for that first Phase will be made on each December 1 and June 1, beginning December 1, 2026, and continuing through the sooner of June 1, 2038 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

4. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, beginning in the fiscal year in which the Triggering Certification is filed for the first Phase, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages

relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.8 above, provided however that no Payment shall be made after June 1, 2046.

5. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027 the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

6. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.4 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party; provided, however, that the Company shall have a one-time right to assign its rights and obligations under this Agreement to any affiliate controlling, controlled by or under common control with the Company provided that upon such assignment the assignee agrees in writing to assume the obligations of the Company under this Agreement, and the Company shall provide written notice to the City of such assignment. Further, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project and/or the CPIP, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2046 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. **Force Majeure.** If due to the occurrence of a Force Majeure Event a party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. For purposes of this Agreement, "Force Majeure" means a matter beyond the reasonable control of the party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, pandemic, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Iowa.

6. **Waivers.** Neither party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving party and specifically describing the condition or breach waived. The waiver by either party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

7. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

8. **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a) In the case of the Company, is addressed to or delivered personally to Bondurant Commercial, LLC, c/o Signature Real Estate Services, Inc., 4701 121st Street, Urbandale, Iowa 50323, Attn: David I. Hansen.
- b) In the case of City, is addressed to or delivered personally to City Administrator, City Hall, 200 2nd St. NE, Bondurant, Iowa 50035.
- c) The City or the Company may, upon written notice to the other, change the address to which such notices and demands are made.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF BONDURANT, IOWA

By: _____
Mayor

Attest:

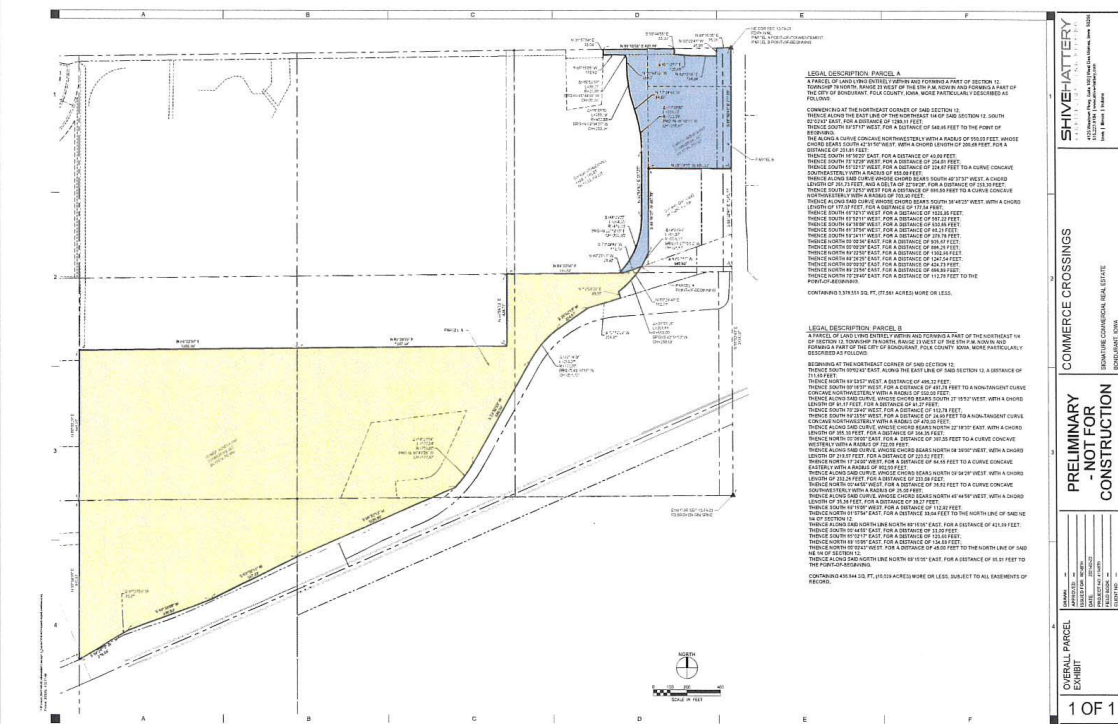
City Clerk

BONDURANT COMMERCIAL, LLC

By: Signature Real Estate Services,
Inc.,
an Iowa corporation, its manager

By: _____
Name, Title: David I Hansen, President

EXHIBIT A
MAP AND LEGAL DESCRIPTION OF THE PROPERTY



Legal Description of the Parcel / Property

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12;
THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, SOUTH 02°02'43" EAST, FOR A DISTANCE OF 1289.11 FEET;
THENCE SOUTH 89°57'17" WEST, FOR A DISTANCE OF 540.95 FEET TO THE POINT OF BEGINNING;
THE ALONG A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 550.00 FEET, WHOSE CHORD BEARS SOUTH 42°31'50" WEST, WITH A CHORD LENGTH OF 200.68 FEET, FOR A DISTANCE OF 201.81 FEET;
THENCE SOUTH 16°50'20" EAST, FOR A DISTANCE OF 40.00 FEET;
THENCE SOUTH 73°12'28" WEST, FOR A DISTANCE OF 204.01 FEET;
THENCE SOUTH 55°02'13" WEST, FOR A DISTANCE OF 224.67 FEET TO A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 655.00 FEET;
THENCE ALONG SAID CURVE WHOSE CHORD BEARS SOUTH 40°37'37" WEST, A CHORD LENGTH OF 251.73 FEET, AND A DELTA OF 22°09'28", FOR A DISTANCE OF 253.30 FEET;
THENCE SOUTH 29°32'53" WEST FOR A DISTANCE OF 686.50 FEET TO A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 703.90 FEET;
THENCE ALONG SAID CURVE WHOSE CHORD BEARS SOUTH 36°46'25" WEST, WITH A CHORD LENGTH OF 177.07 FEET, FOR A DISTANCE OF 177.54 FEET;
THENCE SOUTH 66°32'13" WEST, FOR A DISTANCE OF 1026.95 FEET;
THENCE SOUTH 63°52'11" WEST, FOR A DISTANCE OF 567.22 FEET;
THENCE SOUTH 69°38'08" WEST, FOR A DISTANCE OF 530.85 FEET;
THENCE SOUTH 61°37'56" WEST, FOR A DISTANCE OF 60.21 FEET;
THENCE SOUTH 59°24'11" WEST, FOR A DISTANCE OF 278.78 FEET;
THENCE NORTH 00°00'36" EAST, FOR A DISTANCE OF 935.67 FEET;
THENCE NORTH 00°00'29" EAST, FOR A DISTANCE OF 886.26 FEET;
THENCE NORTH 89°22'50" EAST, FOR A DISTANCE OF 1302.96 FEET;
THENCE NORTH 89°26'25" EAST, FOR A DISTANCE OF 1247.54 FEET;
THENCE NORTH 00°00'32" EAST, FOR A DISTANCE OF 424.73 FEET;
THENCE NORTH 89°23'56" EAST, FOR A DISTANCE OF 696.89 FEET;
THENCE NORTH 70°29'40" EAST, FOR A DISTANCE OF 112.78 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 3,378,551 SQ. FT. (77.561 ACRES) MORE OR LESS.

Legal Description of the Parcel II Property

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 12;
THENCE SOUTH 00°02'43" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 711.60 FEET;
THENCE NORTH 89°53'57" WEST, A DISTANCE OF 496.32 FEET;
THENCE SOUTH 00°16'37" WEST, FOR A DISTANCE OF 497.78 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 550.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS SOUTH 27°15'52" WEST, WITH A CHORD LENGTH OF 91.17 FEET, FOR A DISTANCE OF 91.27 FEET;
THENCE SOUTH 70°29'40" WEST, FOR A DISTANCE OF 112.78 FEET;
THENCE SOUTH 89°23'56" WEST, FOR A DISTANCE OF 24.90 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 470.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 22°18'30" EAST, WITH A CHORD LENGTH OF 355.30 FEET, FOR A DISTANCE OF 364.35 FEET;
THENCE NORTH 00°06'00" EAST, FOR A DISTANCE OF 387.55 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 722.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 08°39'00" WEST, WITH A CHORD LENGTH OF 219.67 FEET, FOR A DISTANCE OF 220.52 FEET;
THENCE NORTH 17°24'00" WEST, FOR A DISTANCE OF 64.65 FEET TO A CURVE CONCAVE EASTERLY WITH A RADIUS OF 802.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 09°04'28" WEST, WITH A CHORD LENGTH OF 232.26 FEET, FOR A DISTANCE OF 233.08 FEET;
THENCE NORTH 00°44'55" WEST, FOR A DISTANCE OF 36.82 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 45°44'56" WEST, WITH A CHORD LENGTH OF 35.36 FEET, FOR A DISTANCE OF 39.27 FEET;
THENCE SOUTH 89°15'05" WEST, FOR A DISTANCE OF 112.92 FEET;
THENCE NORTH 01°57'54" EAST, FOR A DISTANCE 33.04 FEET TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 12;
THENCE ALONG SAID NORTH LINE NORTH 89°15'05" EAST, FOR A DISTANCE OF 421.99 FEET;
THENCE SOUTH 00°44'55" EAST, FOR A DISTANCE OF 33.00 FEET;
THENCE SOUTH 85°02'17" EAST, FOR A DISTANCE OF 120.60 FEET;
THENCE NORTH 89°15'05" EAST, FOR A DISTANCE OF 134.69 FEET;
THENCE NORTH 00°02'43" WEST, FOR A DISTANCE OF 45.00 FEET TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 12;

THENCE ALONG SAID NORTH LINE NORTH 89°15'05" EAST, FOR A DISTANCE OF 85.01 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 436,844 SQ. FT. (10.029 ACRES) MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.

EXHIBIT B **SITE CONCEPT PLAN**

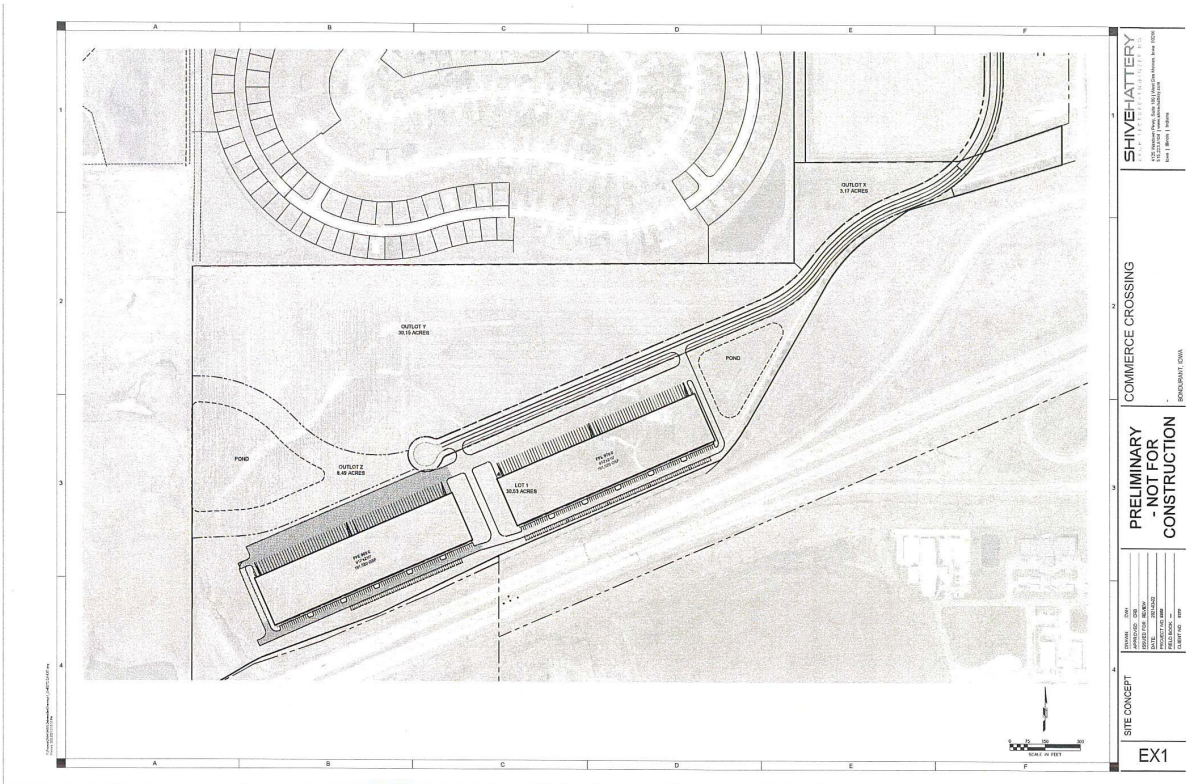


EXHIBIT C-1

TIMELINE AND SPECIFICATIONS FOR COMPLETION OF CPIP PHASE I

Substantial completion of CPIP Phase 1 improvements shall be substantially complete and open for public traffic no later than December 15, 2021.

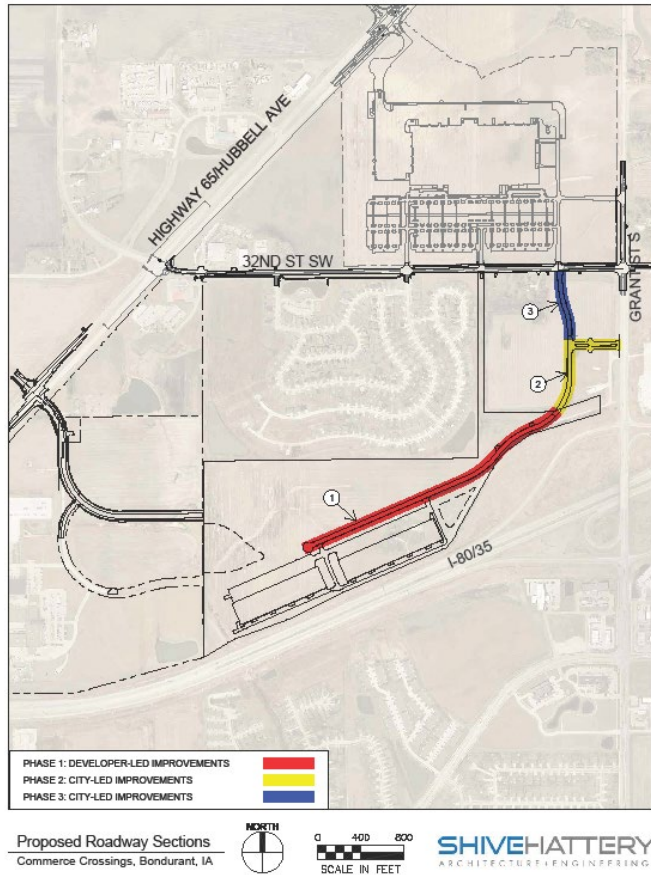


EXHIBIT C-2
TIMELINE AND SPECIFICATIONS FOR COMPLETION OF CPIP PHASE II

EXHIBIT D
FORM OF COVER PAGE FOR COMPANY PUBLIC INFRASTRUCTURE
PROJECT COSTS DOCUMENTATION

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Company Public Infrastructure Project.

BONDURANT COMMERCIAL, LLC

By: _____

Title: _____

Reviewed and accepted by the City of Bondurant, Iowa this _____ day of _____, 20__.

By: _____
City Administrator

EXHIBIT E
COMPANY'S ESTIMATE WORKSHEET
COMPLETE ONE FOR EACH OPERATIVE PHASE
PHASE ____

- **Contains the following described taxable parcels:**

A. PARCEL I PROPERTY CERTIFICATION

- (1) Date of Preparation: October ____, 20__.
- (2) Taxable Valuation of Parcel I Property as of January 1, 20____:
\$_____.
- (3) Base Taxable Valuation of Parcel I Property for purposes of Agreement:
\$_____.
- (4) Incremental Taxable Valuation of Parcel I Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the
"Company's Estimate")

B. PARCEL II PROPERTY CERTIFICATION

- (1) Date of Preparation: October ____, 20__.
- (2) Taxable Valuation of Parcel II Property as of January 1, 20____:

\$_____.

- (3) Base Taxable Valuation of Parcel II Property for purposes of Agreement:

\$_____.

- (4) Incremental Taxable Valuation of Parcel II Property (2 minus 3):

\$_____ (the "TIF Value").

- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):

\$_____ per thousand of value.

- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).

\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")

- (7) TIF Estimate (\$_____ x .50 (50%) = Company's Estimate (\$_____).

- (8) Total TIF Estimate (the Sum of A.6 and B.7)

\$_____

EXHIBIT F

TIMELINE AND PLANS AND SPECIFICATIONS FOR COMPLETION OF CITY INFRASTRUCTURE PROJECT

Substantial completion of Phase 2 improvements including the roadways, storm sewer, watermain, and sanitary sewer infrastructure shall be substantially complete and open for public traffic and utility connection no later than November 15, 2021. Substantial and Final Completion of Phase 3 improvements shall be completed no later than June 1, 2022.

Tentative schedule for the project:

Design Kickoff – 3/1

Preliminary Design Review Documents – Week 4/5

Final Bid Documents – Week 05/10

Order Construction – 05/17 (council)

Bidding – 05/19 to 06/02

Award – 06/07 (council)

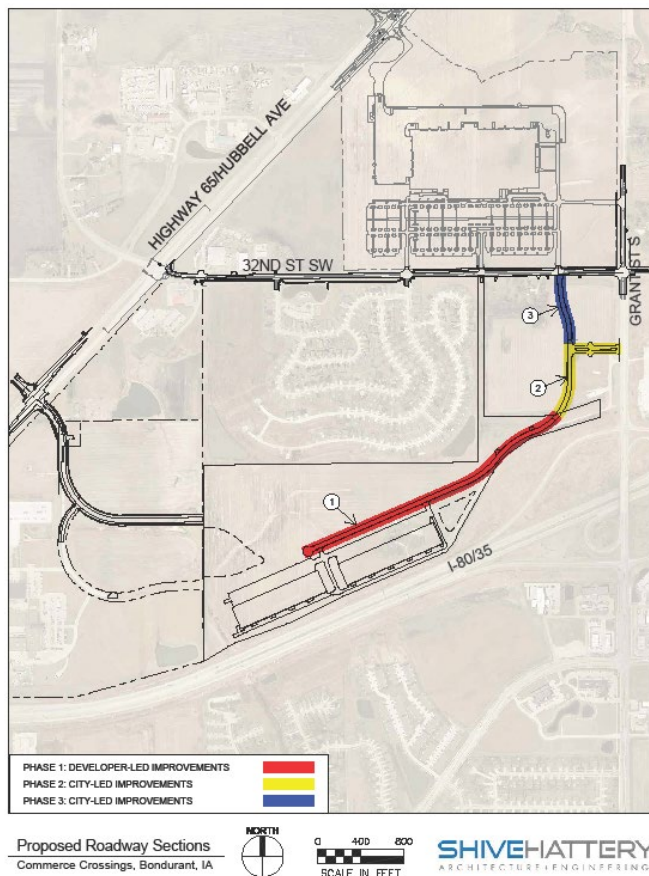


EXHIBIT G
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Bondurant, Iowa (the “City”) and Bondurant Commercial, LLC (the “Company”) as of the ____ day of _____, 2021.

WHEREAS, the City has established the Bondurant Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property (the “Property”) which is situated in the City, lies within the Urban Renewal Area and is more specifically described in the Development Agreement attached as Exhibit A hereto, and the Company will develop commercial lots on the Property for the purpose of selling and/or providing build-to-suits on such lots and will also undertake the construction of certain commercial and/or industrial warehouse/flex buildings on the portion of the Property south of the Company Infrastructure Project (as hereinafter defined) and all of which shall be completed in phases (the “Project”) in the Commerce Crossing Business Park; and

WHEREAS, in order to support the development of the Property and the construction of the Project, the Company will undertake the construction of certain public infrastructure improvements (the “Company Public Infrastructure Project”) to serve the Property and the Project; and

WHEREAS, in order to support the development of the Property and the construction of the Project, the City will undertake the construction of certain public infrastructure improvements (the “City Infrastructure Project”) to serve the Property and the Project; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of tax abatement and incremental property tax payments to be used by the Company in defraying the costs incurred by the Company in connection with the Company Public Infrastructure Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons; and

NOW THEREFORE, the parties hereto agree that this Memorandum of Understanding represents each party’s commitment to work cooperatively with the other party and to use each party’s best efforts to prepare and approve the Development Agreement;

A. Amend Urban Renewal Plan & Authorize Development Agreement. The City hereby agrees to undertake the completion of the statutory requirements of Chapter 403 of the Code of Iowa in order to amend its urban renewal plan for the Urban Renewal Area, to ensure the inclusion of the Property in the Urban Renewal Area and to authorize the Project as an urban renewal project. Furthermore, the City agrees to undertake the completion of the statutory

requirements of Chapter 403 of the Code of Iowa in order to authorize the Development Agreement.

B. Development Agreement. The Company and the City agree that the Development Agreement will be in substantially the form and will include the terms as set forth in the Development Agreement attached hereto as Exhibit A.

C. Liability. The City and the Company hereby acknowledge that the obligations of the parties described herein are merely a present statement of intent. The Company further acknowledges that the City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced above. The City will not be held liable in the event that the City Council, through the exercise of its ordinary political discretion, determines to not approve any of the actions outlined herein or undertake the City Infrastructure Project. The Company shall not be held liable hereunder should it determine to not proceed with the execution of the Development Agreement or the undertaking of the Project and the Company Public Infrastructure Project.

The City and the Company have caused this Memorandum of Understanding to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF BONDURANT, IOWA

By _____
Mayor

Attest:

City Clerk

BONDURANT COMMERCIAL, LLC

EXHIBIT A

DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into between the City of Bondurant, Iowa (the “City”) and Bondurant Commercial, LLC (the “Company”) as of the ____ day of _____, 2021 (the “Commencement Date”).

WHEREAS, the City has established the Bondurant Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City, lies within the Urban Renewal Area and is more specifically described in Exhibit A hereto (the “Property”), and the Company will develop commercial lots on the Property for the purpose of selling and/or providing build-to-suits on such lots and will also undertake the construction of certain commercial and/or industrial warehouse/flex buildings on the portion of the Property south of the Company Infrastructure Project (as hereinafter defined) and all of which shall be completed in phases (the “Project”) in the Commerce Crossing Business Park; and

WHEREAS, in order to support the development of the Property and the construction of the Project, the Company will undertake the construction of certain public infrastructure improvements (the “Company Public Infrastructure Project”) to serve the Property and the Project; and

WHEREAS, in order to support the development of the Property and the construction of the Project, the City will undertake the construction of certain public infrastructure improvements (the “City Infrastructure Project”) to serve the Property and the Project; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of tax abatement and incremental property tax payments to be used by the Company in defraying the costs incurred by the Company in connection with the Company Public Infrastructure Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Use. The Company agrees to construct the Project on the Property in phases and to maintain and use the completed Project as part of its business operations of selling, long-term leasing, and managing commercial real estate throughout the Term, as hereinafter defined. Furthermore, the Company agrees to invest not less than \$10,000,000 into capital improvements for the first phase of the Project, including construction work and other furnishings. The Company agrees to submit a detailed site concept plan (the “Site

Plan”) for the first phase of the Project to the City Council for approval. Upon approval by the City Council, the Site Plan shall be attached hereto as Exhibit B. The Company will maintain compliance with local zoning, land use, building and safety codes and regulations. The Company agrees to construct the Project in accordance with the Site Plan.

2. Company Public Infrastructure Project Construction. The Company agrees to cause the construction of the Company Public Infrastructure Project (hereafter, the “CPIP”) in two (2) phases. The first phase (the “CPIP Phase I”) will be completed as depicted on the Site Plan attached hereto as Exhibit B. The Company agrees to cause the construction of the CPIP Phase I in accordance with the timeline and specifications set forth in Exhibit C-1 hereto.

The second phase (the “CPIP Phase II”) will extend the City street, to be known as Commerce Parkway SW, to the City’s western corporate boundary. However, the timeline and specifications for the construction of the CPIP Phase II cannot be determined until the City of Altoona, Iowa (“Altoona”) establishes the alignment of the roadway within its corporate boundaries in order to effectuate the ultimate connection of the roadway. When Altoona determines the final alignment of the street to its east corporate boundary (currently Ziegler Drive within the Altoona corporate boundary and to be known as Commerce Parkway SW within the City) the Company will cause the preparation of the timeline and specifications for the CPIP Phase II, and such timeline and specifications will be set forth in Exhibit C-2 hereto. The Company agrees to cause the construction of the CPIP Phase II in accordance with the timeline and specifications set forth in Exhibit C-2 hereto.

Prior to constructing the CPIP, including the applicable CPIP Phase I and CPIP Phase II in connection therewith, the Company will submit copies of all engineering documents related to the proposed CPIP to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations, including the Iowa Statewide Urban Design and Specifications.

The City shall retain all rights to inspect the completed CPIP for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City’s rights to not accept the work if the Company Public Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the CPIP, provided that (i) such improvements are of the type ordinarily dedicated to the City; (ii) the City confirms to the Company in writing that such completed improvements meet City requirements; and (iii) the City accepts such Company Public Infrastructure Project in accordance with State law, the Company will provide the City with either a deed or permanent easement to the improvements and related right-of-way comprising the Company Public Infrastructure Project, which shall thereafter be maintained by the City.

3. Public Infrastructure Costs Documentation. Upon completion of each of the two (2) Phases of the CPIP referenced in Section A.2 of this Agreement, the Company agrees to provide documentation (the “Costs Documentation”) detailing the costs (the “Company Public Infrastructure Costs”) incurred in the completion in each of the two (2) Phases, including invoices and such other documentation as is reasonably requested by the City, confirming that such Company Public Infrastructure Costs detailed in such Costs Documentation were in fact incurred

in the construction of the Company Public Infrastructure Project and that such Company Public Infrastructure Costs are of an amount reasonably to have been expected with respect to such construction. The Company will include a cover page in the form attached hereto as Exhibit D with its submittal of the Costs Documentation.

The Company Public Infrastructure Costs may include costs relating to designing and constructing the CPIP, including the extension of utilities (including, but not limited to, offsite sanitary sewer and water improvements), paving, landscaping and grading the CPIP, engineering and legal fees associated with the coordination, planning and construction of the CPIP, interest expense and other costs of financing, and other reasonably related costs of carrying out the CPIP.

4. Tax Abatement. The Property is situated within the City's Urban Revitalization Area. The Company hereby acknowledges that it must submit timely application for property tax exemption for the buildings comprising the Project pursuant to the City's urban revitalization plan (the "Revitalization Plan") and Iowa Code Chapter 404. The Company further agrees that it will select the three-year 100% tax exemption schedule set forth in the Revitalization Plan for the buildings comprising the Project. The Company acknowledges that property tax abatement is not available with respect to any valuation of the Property other than that valuation attributable to the construction of the Project thereon, as determined by the Polk County Assessor.

5. Property Taxes.

A. Payment of Taxes. The Company agrees to make or ensure timely payment of all property taxes as they come due with respect to the Property throughout the Term, as hereinafter defined.

B. Taxability of Property. Notwithstanding the Tax Abatement referenced in Section A.4 of this Agreement, the Company shall not, during the Term, as hereinafter defined, cause or voluntarily permit the Property or the completed Project to become exempt from property taxation whether through the sale or leasing of such property to an entity that is exempt from property taxation or through any other means.

6. Company's Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2022, demonstrating that the buildings comprising the Project have either been sold or leased for the use in the ongoing business operations of commercial or industrial enterprises or that such buildings are actively available for sale or lease for use in the ongoing business operations of commercial or industrial enterprises.

7. Company's Certifications – Phases-Base Valuation. The Company shall have the right to divide the taxable parcels comprising the Property into six (6) phases (the "Phases" and, individually, each a "Phase") for purposes of calculating and administering the Payments, as hereinafter defined. The Company agrees to certify (each a "Triggering Certification") to the City of its intent for the Payments, as hereinafter defined, to commence for each Phase. Each Triggering Certification shall be made by no later than October 15 of the year immediately preceding the fiscal year in which the Company intends for the Payments to begin. The Triggering Certification for the first Phase shall be made by no later than October 15, 2025.

The Company hereby acknowledges that the submission of the initial Worksheet, as defined in Section A.8 of this Agreement, for any particular Phase will satisfy the requirements of this Section A.7.

The base valuation (the “Base Valuation”) of the taxable parcels comprising each Phase shall be the aggregate taxable valuation of all such taxable parcels, reflected on the property tax rolls of Polk County, as of January 1 of the year prior to the year in which the Triggering Certification for the first Phase is filed with the City.

8. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15 of the year in which the Triggering Certification is made for the first Phase, an amount (the “Company’s Estimate”) equal to the sum of (i) the amount of the estimated Parcel I Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Phases of the portion (the “Parcel I Property”) of the Property described on Exhibit A hereto; plus (ii) the amount of the estimated Parcel II Incremental Property Tax Revenues, as hereinafter defined, anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of each of the then-certified Phases of the portion (the “Parcel II Property”) of the Property described on Exhibit A hereto factored by fifty percent (50%) (the “Annual Percentage”).

The Company shall only have the right to include incremental valuation from a particular Phase in the Company’s Estimate for a period not in excess of twelve (12) years. In submitting each such Company’s Estimate for each Phase, the Company will complete and submit the worksheet (the “Worksheet”) attached hereto as Exhibit E. A separate Worksheet must be submitted for each Phase. The City reserves the right to review and request revisions to each such Company’s Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Parcel I Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Parcel I Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the relevant Phase of the Parcel I Property, as shown on the property tax rolls of Polk County, above and beyond that the Base Valuation of the taxable parcels of the Parcel I Property included with each such Phase; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Parcel I Property.

For purposes of this Agreement, Parcel II Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Parcel II Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the relevant Phase of the Parcel II Property, as

shown on the property tax rolls of Polk County, above and beyond that the Base Valuation of the taxable parcels of the Parcel II Property included with each such Phase; and (4) deducting any property tax credits which shall be available with respect to the incremental valuation of the Parcel II Property.

The Parcel I Incremental Property Tax Revenues and the Parcel II Incremental Property Tax Revenues are collectively referred to herein as the “Incremental Property Tax Revenues.”

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet(s) required under this Section A.8.

9. Default Provisions.

A. Events of Default. The following shall be “Events of Default” under this Agreement, and the term “Event of Default” shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- I. Failure by the Company to complete construction of the Project pursuant to the terms and conditions of this Agreement.
- II. Failure by the Company to complete construction of the CPIP pursuant to the terms and conditions of this Agreement.
- III. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- IV. Failure by the Company to comply with Sections A.3 and A.5 through A.8 of this Agreement.

B. Notice and Remedies. Whenever any Event of Default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, City shall then have the right to:

- I. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement;
- II. Withhold the Payments under Section B.3 of this Agreement.

B. City’s Obligations

1. Design and Construction of City Infrastructure Project. The City agrees to cause the construction of the City Infrastructure Project in accordance with the timeline and specifications set forth on Exhibit F hereto. The current cost estimate for the City Infrastructure Project at the time of execution of this Agreement is \$2,750,000 (the “City Infrastructure Cost Estimate”), including costs associated with the planning and design of the City Infrastructure Project.

The City agrees to procure construction contracts for the City Infrastructure Project through the statutory process for public bid letting set forth in Chapter 26 of the Code of Iowa and otherwise in accordance with applicable law. To the extent that the bids received for the construction of the City Infrastructure Project are higher than the City Infrastructure Cost Estimate such that the actual cost of the City Infrastructure Project is projected to exceed the City Infrastructure Cost Estimate by a factor of ten percent (10%) the City may, with advice from the project engineers and legal counsel, make modifications to the City Infrastructure Project, to the extent allowed under Chapter 26 of the Code of Iowa, and/or reject the bids and modify the timeline for completion and the specifications for the City Infrastructure Project so that its costs are no longer likely to exceed the City Infrastructure Cost Estimate. Any changes to the specifications or the timeline for completion for the City Infrastructure Project shall be reflected on Exhibit F hereto.

2. Review of Company Public Infrastructure Cost Documentation. The City staff will review the Cost Documentation upon receipt from the Company. If the City determines that the costs set forth in the Costs Documentation are costs reasonably incurred in the construction of the CPIP, the City shall record a summary of the date, amount and nature of the accepted Company Public Infrastructure Costs (the “Accepted Costs”) on the Summary of Accepted Public Infrastructure Costs attached hereto as Exhibit G, and such summary shall be the official record of the Accepted Costs for purposes of tallying the Maximum Payment Total, as defined in Section B.3 of this Agreement.

If the City determines the Company Public Infrastructure Costs set forth in the Costs Documentation are not costs reasonably incurred in the construction of the Public Infrastructure Project, the City shall notify the Company of such determination within fifteen (15) days of such determination in order to allow an opportunity for the Company to cure the noted deficiencies.

3. Payments. In recognition of the Company’s obligations set out above, the City agrees to make semiannual economic development tax increment payments (the “Payments” and, individually, each a “Payment”) to the Company during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the “Maximum Payment Total”) shall not exceed the lesser of (i) the Accepted Costs, or (ii) \$5,130,000. The Payments shall be funded from the incremental valuation of each Phase for a period not in excess of twelve (12) years after the certification of such Phase. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from the Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

The Payments with respect to each Phase will be made on December 1 and June 1 of each fiscal year following an affirmative appropriation decision as provided for under Section B.4 below, beginning on December 1 of the fiscal year immediately succeeding the year in which the Triggering Certification is made for such Phase, and continuing for a period of a total of twelve (12) fiscal years for each Phase, provided, however, that no Payments will be made after the sooner of (i) the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total; or (ii) June 1, 2046.

For example, assuming the Triggering Certification for the first Phase is made October 15, 2025, and all appropriation determinations are approved affirmatively by the City Council under Section B.4 below, then Payments for that first Phase will be made on each December 1 and June 1, beginning December 1, 2026, and continuing through the sooner of June 1, 2038 or the date on which the aggregate sum of Payments made hereunder equals the Maximum Payment Total.

4. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, beginning in the fiscal year in which the Triggering Certification is filed for the first Phase, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.8 above, provided however that no Payment shall be made after June 1, 2046.

5. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027 the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

6. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.4 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party; provided, however, that the Company shall have a one-time right to assign its rights and obligations under this Agreement to any affiliate controlling, controlled by or under common control with the Company provided that upon such assignment the assignee agrees in writing to assume the obligations of the Company under this Agreement, and the Company shall provide written notice to the City of such assignment . Further, the City hereby gives its permission that

the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project and/or the CPIP, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2046 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

5. **Force Majeure.** If due to the occurrence of a Force Majeure Event a party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended by one (1) day for each day of such Force Majeure Event; provided that such party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible. For purposes of this Agreement, "Force Majeure" means a matter beyond the reasonable control of the party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, pandemic, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Iowa.

6. **Waivers.** Neither party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving party and specifically describing the condition or breach waived. The waiver by either party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.

7. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

8. **Notices.** Except as otherwise expressly provided in this Agreement, a notice or other communication under the Agreement, by either the City or the Company to the other, shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and:

- a) In the case of the Company, is addressed to or delivered personally to Bondurant Commercial, LLC, c/o Signature Real Estate Services, Inc., 4701 121st Street, Urbandale, Iowa 50323, Attn: David I. Hansen.
- b) In the case of City, is addressed to or delivered personally to City Administrator, City Hall, 200 2nd St. NE, Bondurant, Iowa 50035.
- c) The City or the Company may, upon written notice to the other, change the address to which such notices and demands are made.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF BONDURANT, IOWA

By: _____
Mayor

Attest:

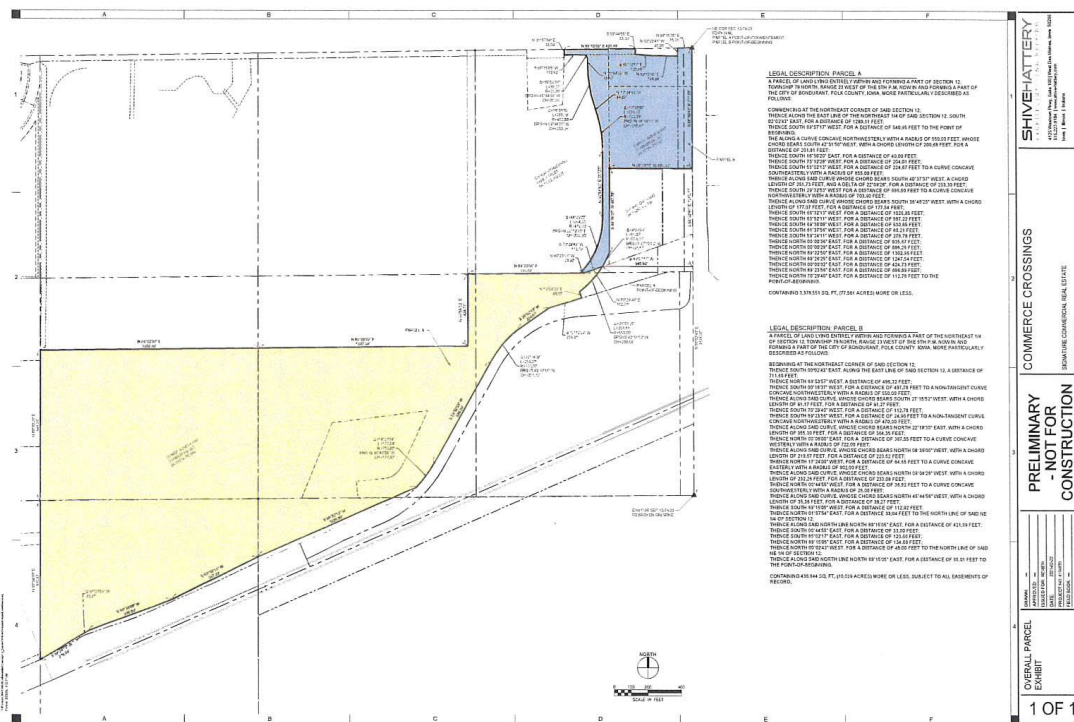
City Clerk

BONDURANT COMMERCIAL, LLC

By: Signature Real Estate Services, Inc.,
an Iowa corporation, its manager

By: _____
Name, Title: David I Hansen, President

EXHIBIT A **MAP AND LEGAL DESCRIPTION OF THE PROPERTY**



Legal Description of the Parcel I Property

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 12;

THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 12, SOUTH 02°02'43" EAST, FOR A DISTANCE OF 1289.11 FEET;

THENCE SOUTH 89°57'17" WEST, FOR A DISTANCE OF 540.95 FEET TO THE POINT OF BEGINNING;

THE ALONG A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 550.00 FEET, WHOSE CHORD BEARS SOUTH 42°31'50" WEST, WITH A CHORD LENGTH OF 200.68 FEET, FOR A DISTANCE OF 201.81 FEET;

THENCE SOUTH 16°50'20" EAST, FOR A DISTANCE OF 40.00 FEET;

THENCE SOUTH 73°12'28" WEST, FOR A DISTANCE OF 204.01 FEET;

THENCE SOUTH 55°02'13" WEST, FOR A DISTANCE OF 224.67 FEET TO A CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 655.00 FEET;

THENCE ALONG SAID CURVE WHOSE CHORD BEARS SOUTH 40°37'37" WEST, A CHORD LENGTH OF 251.73 FEET, AND A DELTA OF 22°09'28", FOR A DISTANCE OF 253.30 FEET;

THENCE SOUTH 29°32'53" WEST FOR A DISTANCE OF 686.50 FEET TO A CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 703.90 FEET;

THENCE ALONG SAID CURVE WHOSE CHORD BEARS SOUTH 36°46'25" WEST, WITH A CHORD LENGTH OF 177.07 FEET, FOR A DISTANCE OF 177.54 FEET;

THENCE SOUTH 66°32'13" WEST, FOR A DISTANCE OF 1026.95 FEET;

THENCE SOUTH 63°52'11" WEST, FOR A DISTANCE OF 567.22 FEET;

THENCE SOUTH 69°38'08" WEST, FOR A DISTANCE OF 530.85 FEET;

THENCE SOUTH 61°37'56" WEST, FOR A DISTANCE OF 60.21 FEET;

THENCE SOUTH 59°24'11" WEST, FOR A DISTANCE OF 278.78 FEET;

THENCE NORTH 00°00'36" EAST, FOR A DISTANCE OF 935.67 FEET;

THENCE NORTH 00°00'29" EAST, FOR A DISTANCE OF 886.26 FEET;

THENCE NORTH 89°22'50" EAST, FOR A DISTANCE OF 1302.96 FEET;

THENCE NORTH 89°26'25" EAST, FOR A DISTANCE OF 1247.54 FEET;

THENCE NORTH 00°00'32" EAST, FOR A DISTANCE OF 424.73 FEET;

THENCE NORTH 89°23'56" EAST, FOR A DISTANCE OF 696.89 FEET;

THENCE NORTH 70°29'40" EAST, FOR A DISTANCE OF 112.78 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 3,378,551 SQ. FT. (77.561 ACRES) MORE OR LESS.

Legal Description of the Parcel II Property

A PARCEL OF LAND LYING ENTIRELY WITHIN AND FORMING A PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M. NOW IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 12;
THENCE SOUTH 00°02'43" EAST, ALONG THE EAST LINE OF SAID SECTION 12, A DISTANCE OF 711.60 FEET;
THENCE NORTH 89°53'57" WEST, A DISTANCE OF 496.32 FEET;
THENCE SOUTH 00°16'37" WEST, FOR A DISTANCE OF 497.78 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 550.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS SOUTH 27°15'52" WEST, WITH A CHORD LENGTH OF 91.17 FEET, FOR A DISTANCE OF 91.27 FEET;
THENCE SOUTH 70°29'40" WEST, FOR A DISTANCE OF 112.78 FEET;
THENCE SOUTH 89°23'56" WEST, FOR A DISTANCE OF 24.90 FEET TO A NON-TANGENT CURVE CONCAVE NORTHWESTERLY WITH A RADIUS OF 470.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 22°18'30" EAST, WITH A CHORD LENGTH OF 355.30 FEET, FOR A DISTANCE OF 364.35 FEET;
THENCE NORTH 00°06'00" EAST, FOR A DISTANCE OF 387.55 FEET TO A CURVE CONCAVE WESTERLY WITH A RADIUS OF 722.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 08°39'00" WEST, WITH A CHORD LENGTH OF 219.67 FEET, FOR A DISTANCE OF 220.52 FEET;
THENCE NORTH 17°24'00" WEST, FOR A DISTANCE OF 64.65 FEET TO A CURVE CONCAVE EASTERLY WITH A RADIUS OF 802.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 09°04'28" WEST, WITH A CHORD LENGTH OF 232.26 FEET, FOR A DISTANCE OF 233.08 FEET;
THENCE NORTH 00°44'55" WEST, FOR A DISTANCE OF 36.82 FEET TO A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 25.00 FEET;
THENCE ALONG SAID CURVE, WHOSE CHORD BEARS NORTH 45°44'56" WEST, WITH A CHORD LENGTH OF 35.36 FEET, FOR A DISTANCE OF 39.27 FEET;
THENCE SOUTH 89°15'05" WEST, FOR A DISTANCE OF 112.92 FEET;
THENCE NORTH 01°57'54" EAST, FOR A DISTANCE 33.04 FEET TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 12;
THENCE ALONG SAID NORTH LINE NORTH 89°15'05" EAST, FOR A DISTANCE OF 421.99 FEET;
THENCE SOUTH 00°44'55" EAST, FOR A DISTANCE OF 33.00 FEET;
THENCE SOUTH 85°02'17" EAST, FOR A DISTANCE OF 120.60 FEET;
THENCE NORTH 89°15'05" EAST, FOR A DISTANCE OF 134.69 FEET;
THENCE NORTH 00°02'43" WEST, FOR A DISTANCE OF 45.00 FEET TO THE NORTH LINE OF SAID NE 1/4 OF SECTION 12;

THENCE ALONG SAID NORTH LINE NORTH 89°15'05" EAST, FOR A DISTANCE OF 85.01 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 436,844 SQ. FT. (10.029 ACRES) MORE OR LESS, SUBJECT TO ALL EASEMENTS OF RECORD.

SHIVE-HATTERY
ARCHITECTS
1000 PINE STREET, SUITE 100
DALLAS, TEXAS 75201
214.766.1111

COMMERCE CROSSING

PRELIMINARY
- NOT FOR
CONSTRUCTION

LOT 1
25.0 ACRES

LOT 2
1.7 ACRES

LOT 3
1.1 ACRES

POD

FORD

BRIDGE

1" = 100'

DATE: 10/1/2010
DESIGNED BY: M. H. H.
CHECKED BY: M. H. H.
DRAWN BY: M. H. H.
SCALE: AS SHOWN

SITE CONCEPT

EX1

EXHIBIT C-1
TIMELINE AND SPECIFICATIONS FOR COMPLETION OF CPIP PHASE I

Substantial completion of CPIP Phase 1 improvements shall be substantially complete and open for public traffic no later than December 15, 2021.

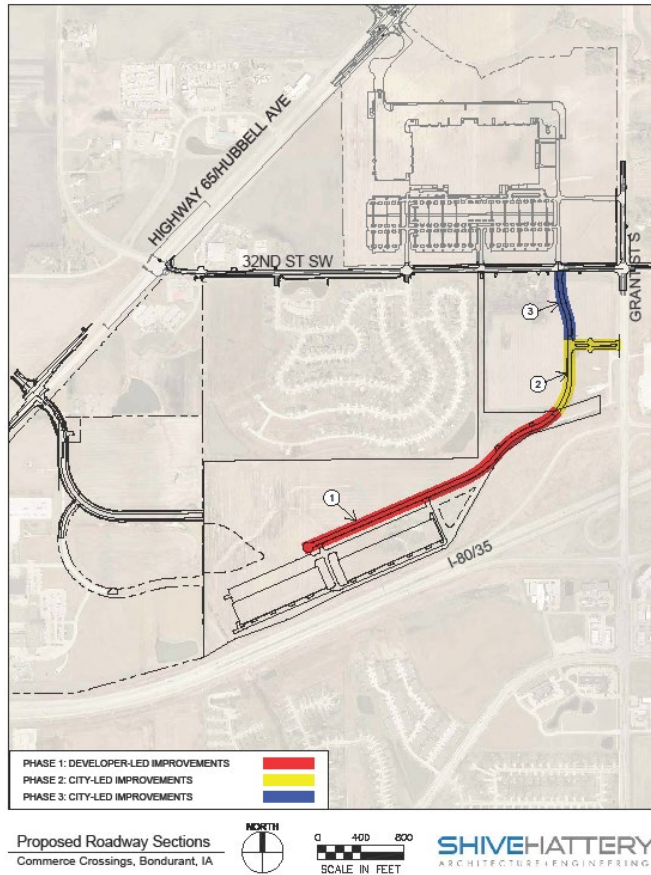


EXHIBIT C-2
TIMELINE AND SPECIFICATIONS FOR COMPLETION OF CPIP PHASE II

EXHIBIT D
**FORM OF COVER PAGE FOR COMPANY PUBLIC
INFRASTRUCTURE PROJECT COSTS DOCUMENTATION**

Date submitted: _____

Submitted by: _____

Contact information: _____

Index of Invoices/Statements Attached to substantive request:

I, the undersigned hereby certify that the costs shown on the documents referred in the index above are legitimate costs reasonably incurred in the undertaking of the Company Public Infrastructure Project.

BONDURANT COMMERCIAL, LLC

By: _____

Title: _____

Reviewed and accepted by the City of Bondurant, Iowa this ____ day of _____, 20__.

By: _____
City Administrator

EXHIBIT E
COMPANY'S ESTIMATE WORKSHEET
COMPLETE ONE FOR EACH OPERATIVE PHASE
PHASE ____

- **Contains the following described taxable parcels:**

A. PARCEL I PROPERTY CERTIFICATION

- (1) Date of Preparation: October ____, 20__.
- (2) Taxable Valuation of Parcel I Property as of January 1, 20__:
- \$_____.
- (3) Base Taxable Valuation of Parcel I Property for purposes of Agreement:
- \$_____.
- (4) Incremental Taxable Valuation of Parcel I Property (2 minus 3):
- \$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
- \$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
- \$_____ x \$ _____ /1000 = \$ _____ (the "Company's Estimate")

B. PARCEL II PROPERTY CERTIFICATION

- (1) Date of Preparation: October ____, 20__.
- (2) Taxable Valuation of Parcel II Property as of January 1, 20__:
- \$_____.

- (3) Base Taxable Valuation of Parcel II Property for purposes of Agreement:
\$_____.
- (4) Incremental Taxable Valuation of Parcel II Property (2 minus 3):
\$_____ (the “TIF Value”).
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the “Adjusted Levy Rate”):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the “TIF Estimate”)
- (7) TIF Estimate (\$_____ x .50 (50%) = Company’s Estimate (\$_____).
- (8) Total TIF Estimate (the Sum of A.6 and B.7)
\$_____

EXHIBIT F
**TIMELINE AND PLANS AND SPECIFICATIONS FOR COMPLETION OF CITY
INFRASTRUCTURE PROJECT**

Substantial completion of Phase 2 improvements including the roadways, storm sewer, watermain, and sanitary sewer infrastructure shall be substantially complete and open for public traffic and utility connection no later than November 15, 2021. Substantial and Final Completion of Phase 3 improvements shall be completed no later than June 1, 2022.

Tentative schedule for the project:

Design Kickoff – 3/1

Preliminary Design Review Documents – Week 4/5

Final Bid Documents – Week 05/10

Order Construction – 05/17 (council)

Bidding – 05/19 to 06/02

Award – 06/07 (council)

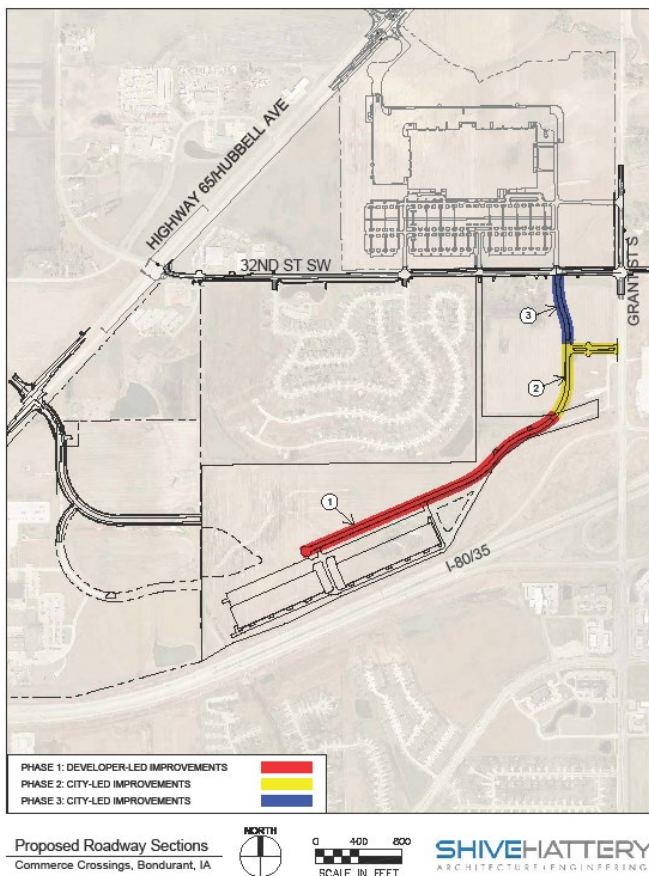


EXHIBIT G
SUMMARY OF ACCEPTED INFRASTRUCTURE COSTS

Date of Cost	Amount of Cost	Nature of Cost	Date Accepted by City



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

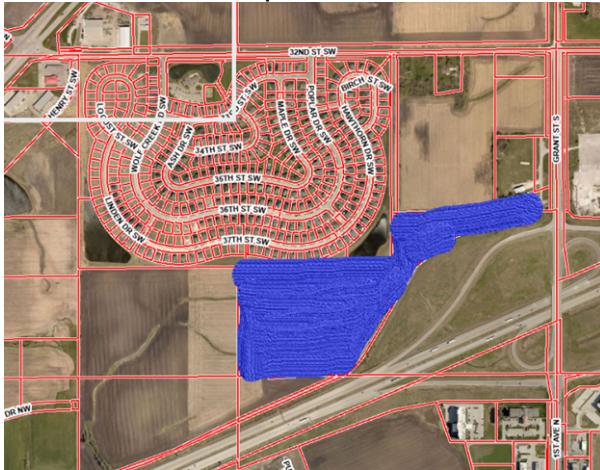
Item No. 8.c.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Commerce Crossings Site Plan

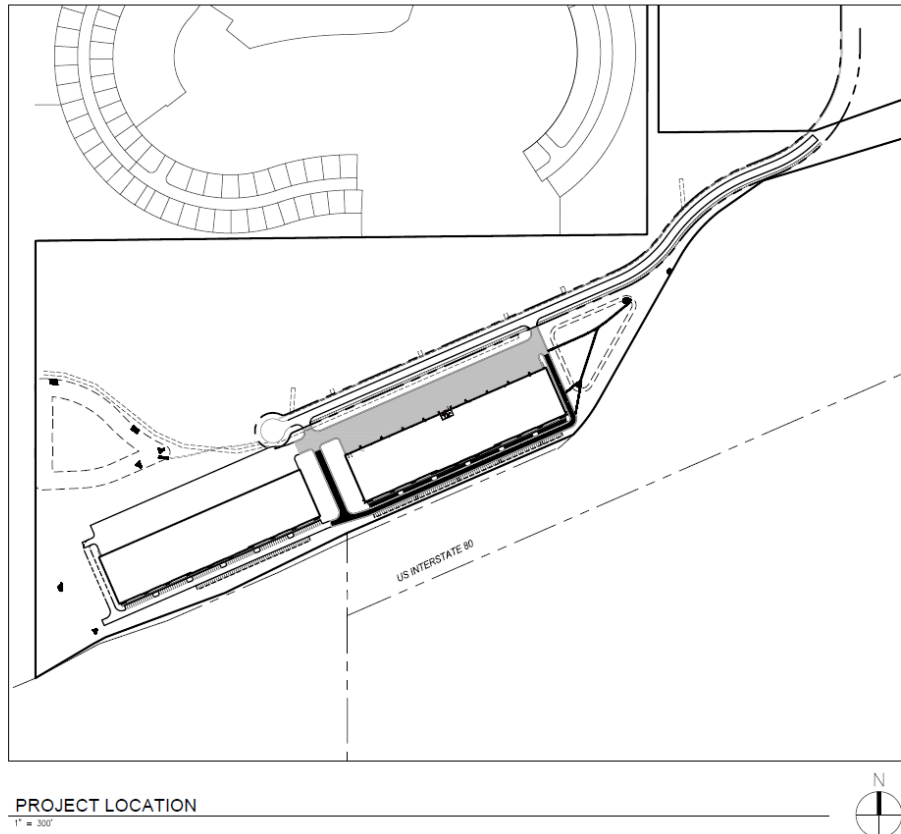
CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant is in receipt of a site plan for review by the Planning and Zoning Commission and City Council for development on a 24.33-acre site located north of I-80, west of Grant Street S, and south of Wolf Creek. The enclosed site plan shows construction of an 195,076 SF building on this parcel.



This review is for the site of the first building only at this time.



There is also a subdivision of land proposed in the area. This staff report is regarding recommended approval of the Commerce Crossings only. While the site plan and subdivision are related, these are two separate reviews and recommendations by the Commission. Please see the corresponding staff report for the Final Plat for further information on the subdivision proposed.

This site is zoned in the Limited Industrial (M-1) District.

When the Planning and 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:

This uses proposed are consistent with the current zoning designation of Industrial; as such, no rezoning or update of the City's Future Land Use Map is required as part of this site plan review and approval process.

Consistency with the City's Zoning Code:

Below are notes detailing how Zoning Code compliancy is met for this development:

- The use proposed is consistent with the M-1 Permitted Use list of Section 178.13.1 of the City's Zoning Code.
- The site plan submittal notes that all activities will take place within the completely enclosed building, which meets Section 178.13.1 of the Zoning Code.
- The submitted site plan shows that the minimum M-1 building setbacks will be met with this development. Such minimum setbacks include: 50' minimum front yard setbacks from the east, south, and west property lines, and a minimum 20' side yard setback along the north property line.
- The site plan notes that the building will be 39 feet tall, which stays well under the maximum M-1 building height of 80 feet.
- The site plan submittal notes that minimum parking stall count requirements Section 177.09. of the Zoning Code will be met for this development. 78 parking spaces are required per the Zoning Code and 78 parking spaces are proposed. This number is calculated by taking the total # of employees per shift (75 employees per shift = 75 spaces).
- The site plan covers the first building referred to as the east warehouse. The site plan shows a future second building of a comparable size, referred to as the west warehouse.
- The site plan indicates an alignment for the future extension of Commerce Parkway SW.
- Section 177.08 of the Zoning Code regulates minimum loading space counts required for M-1 uses. The site plan shows that minimum loading space requirements will be met with this development.
- The submitted site plan shows that all parking/drive areas will be paved. This is a requirement of Section 177.10.2 of the Zoning Code.
- Trucks entering/exiting this site will utilize the site driveway off of the Grant Street S and a planned future connection with Ziegler Drive. As noted in the City Engineer's review memo, "the general configuration of the parking lot is satisfactory".
- The required utility information was submitted. Here are some summary notes pulled from the City Engineer review memo:
 1. The City engineer reports that the location of the sanitary sewer service is satisfactory.
 2. The hydrant coverage is adequate.

3. Water service is adequate.

- The vertical curves on Commerce Parkway SW are satisfactory.

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

1. The general configuration of the storm sewer system appears to be satisfactory. Final engineering review of the stormwater drainage is pending.

- **Landscaping Plan**

1. Page 6 of the submitted site plan contains the required landscaping plan.
 - General trees – this site contains 643 lineal feet of street frontage along the three street frontages, meaning that 13 general trees are required on-site ($643/50 = 13$). The builder should confirm that at least 13 trees will be planted within the required 30' front yard setback areas.
 - Interior trees – required at a rate of at least 1 per each 18 required parking spaces. Interior parking lot trees must be installed in parking lot islands. These islands must be raised with curbing. Islands containing trees must be at least 36 SF per tree and must also be 5'-wide. Requirements need to be confirmed with the builder.
 - Applicant needs to confirm tree types will be met (deciduous shade, evergreen, etc.)
 - Site plan notes 31% of open space provided.

- **Architectural Elevations:**

1. The submitted elevations show that the roof mechanicals proposed will be screened, as is required per Section 179.01.2.I.1 of the Zoning Code.

- **Other Site Plan Features:**

1. The site plan shows that an exterior dumpster is proposed. The site plan notes this dumpster will be fully enclosed and screened with fencing.
2. Per Section 177.10.3 of the Zoning Code, any lighting used to illuminate parking lots shall be arranged as to reflect the light away from adjoining R/PUD Districts.
3. All signage is reviewed and approved separately from site plan approval. Sign contractor will need to obtain required sign permit(s) prior to sign installation.
4. The site plan shows 10'-wide trail along the southern side of Commerce Crossing SW from the eastern end of the improvement to the west driveway. The trail will end just east of the cul-de-sac.

Comments from City Officials:

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

- **City Engineering** – Bob Veenstra, City Engineer, has reviewed the submitted site plan and his letter is attached.
- **Public Works** – John Horton, Public Works Director, has reviewed the submitted site plan and has noted no concerns.
- **Fire Department** – Fire Chief Kreuder has reviewed the submitted site plan and has noted no concerns.
- **Planning and Zoning Commission** – The Commission reviewed the site plan at its April 8, 2021 meeting and recommends approval.

COMMISSION REVIEW/RECOMMENDATION: The Planning and Zoning Commission recommends approval.

ALTERNATIVES TO APPRVOAL: N/A

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-97
2. Commerce Crossing-Phase 1 Site Plan

CITY OF BONDURANT
RESOLUTION NO. 210419-97

RESOLUTION APPROVING THE SITE PLAN FOR COMMERCE CROSSINGS

WHEREAS, Shive-Hattery submitted the site plan for Commerce Crossings; AND

WHEREAS, the developer is Signature Commercial Real Estate; AND

WHEREAS, the site plan is located in an area zoned Limited Industrial (M-1); AND

WHEREAS, the site plan has been reviewed by staff and the Planning and Zoning Commission and meets the City's code requirements,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the submitted site plan for Commerce Crossings is hereby approved.

Passed this 19th day of April 2021,

By: _____

Curt Sullivan, Mayor

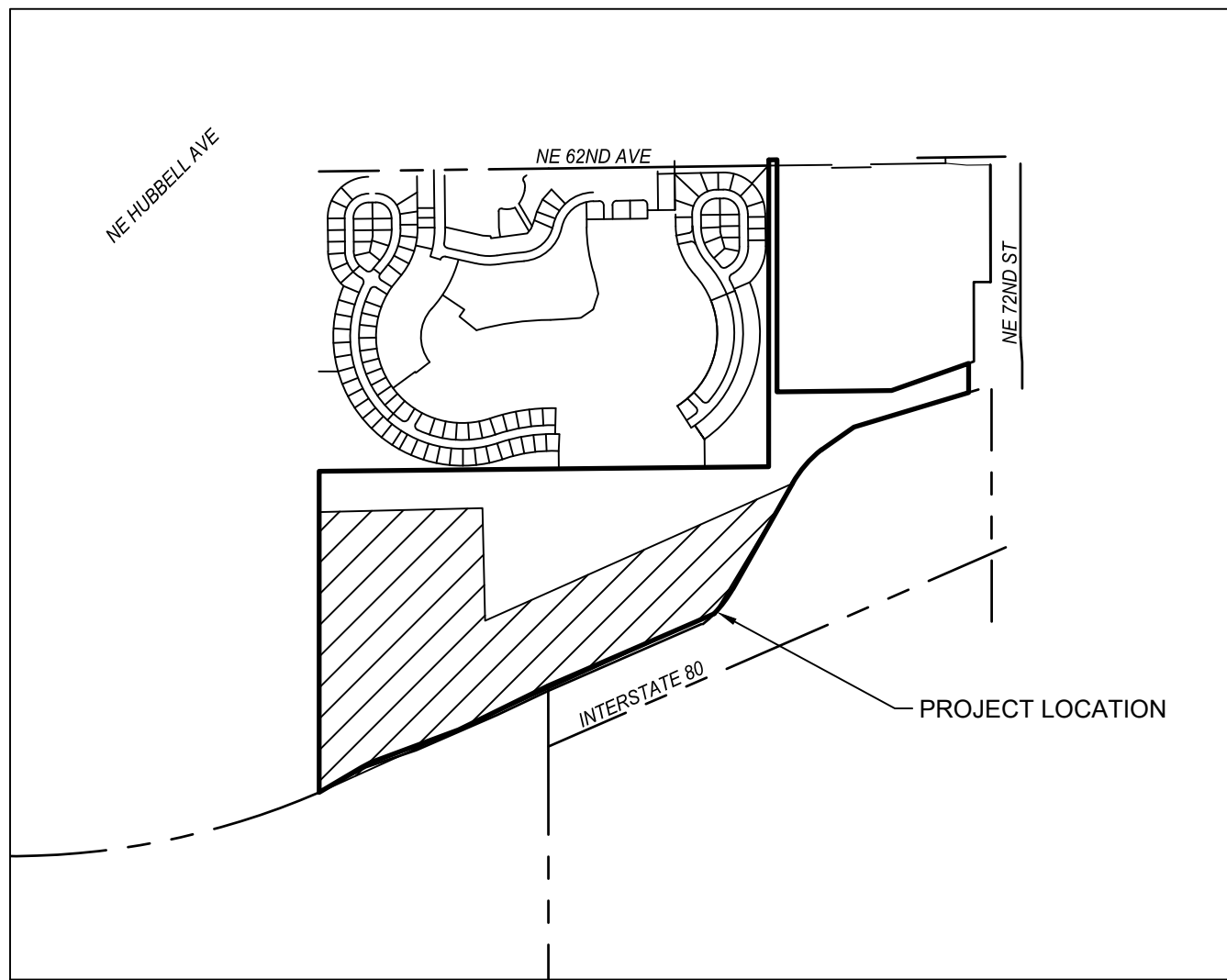
ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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

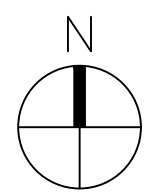
Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Enos				
McKenzie				
Elrod				

COMMERCE CROSSINGS DEVELOPMENT
SITE PLAN
BONDURANT, IOWA 50035



VICINITY MAP
1" = 1000'



APPLICANT

SIGNATURE COMMERCIAL REAL ESTATE
ATTN: DAVE HANSEN
4701 121ST STREET
URBANDALE, IA 50323
(515) 309-4580

ENGINEER

SHIVE-HATTERY, INC.
ATTN: CHRIS BAUER
4125 WESTOWN PARKWAY, SUITE 100
WEST DES MOINES, IA 50266
PHONE: 515-223-8104

PROPERTY ADDRESS

SOUTH SIDE OF COMMERCE PARKWAY
BONDURANT, IOWA 50035

BUILDING INFORMATION

AREA 195,076 SF
HEIGHT 39 FEET

ZONING & BULK REGULATIONS

M-1 LIGHT INDUSTRIAL DISTRICT

FRONT YARD SETBACK	50 FEET
SIDE YARD SETBACK	20 FEET
REAR YARD SETBACK	50 FEET
MAXIMUM BUILDING HEIGHT	65 FEET
MAXIMUM NUMBER OF STORIES	3 STORIES
LOT AREA	10,000 SF
OPEN SPACE	15%
SCREENING	SUFFICIENT HEIGHT AND DENSITY

PARKING SUMMARY

REQUIRED PEDESTRIAN VEHICLE PARKING

PROPOSED PHASE 1 WAREHOUSE - 1 STALL FOR EVERY WAREHOUSE EMPLOYEE

ESTIMATING 75 WAREHOUSE EMPLOYEES(SPECULATIVE) = 75 STALLS

TOTAL ESTIMATED STALLS REQUIRED = 75

AREA SUMMARY

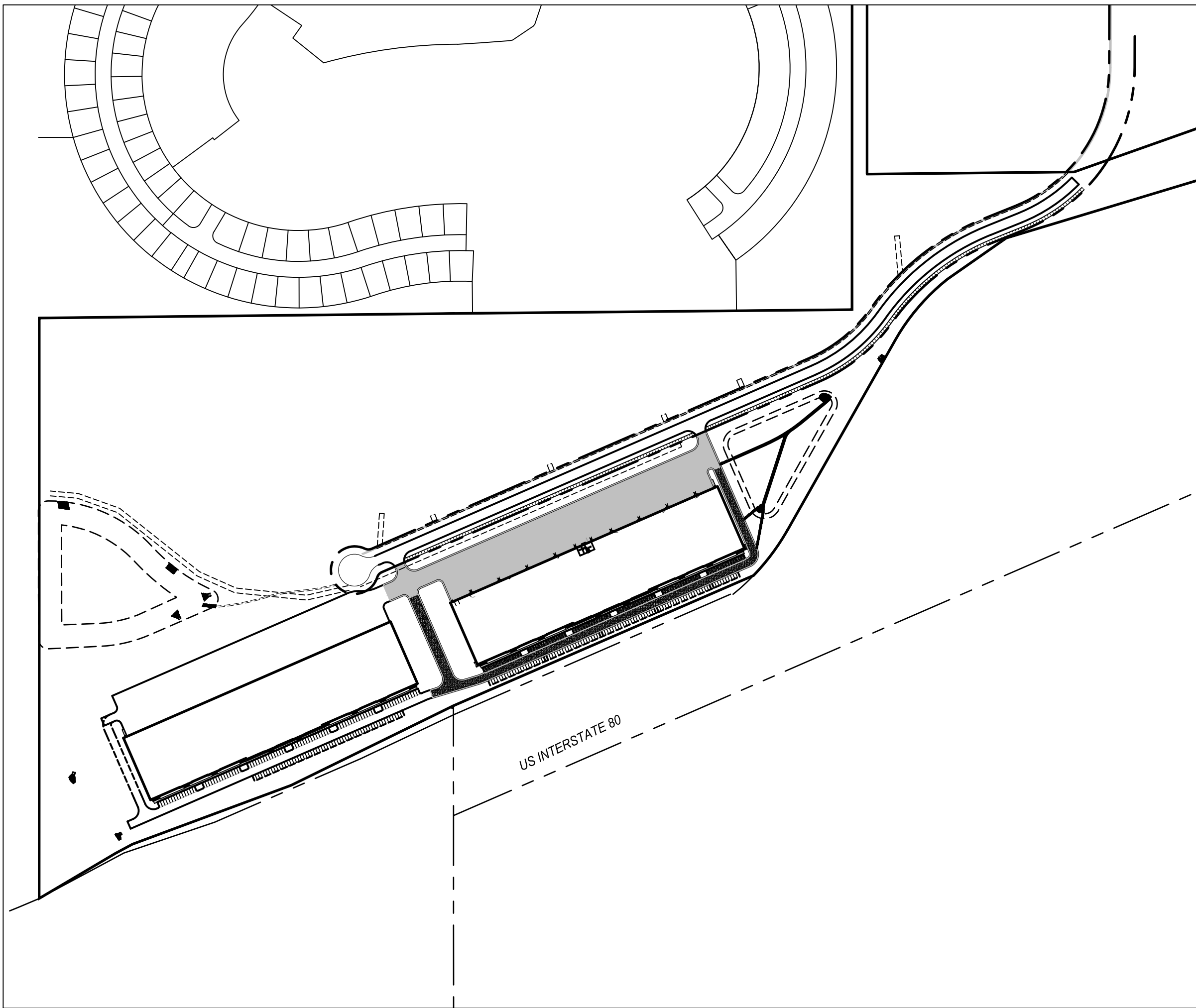
TOTAL PROP. SITE AREA: 1,572,993 SF (36.111 AC)

IMPERVIOUS AREA:

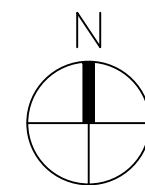
PHASE 1 (EAST BUILDING):	195,076 SF
PHASE 1 PAVING:	197,450 SF
PHASE 1 TOTAL:	392,526 SF

PERVIOUS AREA AFTER PHASE 1: 1,180,467 SF

OPEN SPACE PROVIDED: 1,180,467 SF (75%)



PROJECT LOCATION
1" = 300'



LANDSCAPE REQUIREMENTS SUMMARY:

OPEN SPACE:

MINIMUM OPEN SPACE FOR M-1 DISTRICT = 15% OF GROSS LAND AREA INCLUDED IN BUILDING LOT AND AT LEAST 90% OF THE REQUIRED OPEN SPACE SHALL BE LANDSCAPED WITH LIVING GROUND COVER.
LOT AREA WITHIN GRADING LIMITS: 1,059,646 ACRES
REQUIRED OPEN SPACE: 158,947 (15.0%)
OPEN SPACE PROVIDED: 535,452 ACRES (50.5%)

PARKING LOT:

1 TREE PER 18 PARKING SPACES
FOR 84 CAR PARKING STALLS = 5 TREES AND 5 PARKING ISLANDS
PARKING LOT TREES PROVIDED = 6
PARKING LOT ISLANDS PROVIDED = 6

WHERE PARKING LOT PAVEMENT IS VISIBLE FROM A STREET, AT LEAST 5% OF THE PARKING LOT AREA MUST BE LANDSCAPED.

PROPOSED TOTAL PARKING LOT AREA: 30,848 SF
PROPOSED TOTAL INTERNAL PARKING LOT LANDSCAPING: 3,206 SF (8.7% OF TOTAL PARKING LOT AREA)

SITE LANDSCAPING:

TREES SHALL BE REQUIRED AT A RATE OF 1 TREE PER 50 FEET OF STREET FRONTAGE, OR 1 TREE PER 6 PARKING, LOADING, AND STACKING SPACES ON SITE, WHICHEVER IS GREATER. THE FIRST OPTION APPLIES TO THIS SITE.

1 TREE PER 50' OF STREET FRONTAGE SHALL BE PLANTED IN THE FRONT YARD SETBACK
STREET FRONTAGE = 2428 LF / 50 = 49 TREES REQUIRED
MINIMUM 49 TREES PLANTED ALONG STREET FRONTAGE

TOTAL REQUIRED TREES: 5 PARKING LOT TREES + 49 FRONTAGE TREES = 54 TREES
TOTAL PROVIDED TREES: 6 PARKING LOT TREES + 49 FRONTAGE TREES + 20 ADDITIONAL SITE TREES = 75 TOTAL SITE TREES, EXCEEDS SITE REQUIREMENT.

ALL PARKING LOT TREES SHALL BE DECIDUOUS SHADE TREES.

UP TO 25% OF THE REQUIRED TREES ON SITE MAY BE DECIDUOUS ORNAMENTAL, EVERGREEN, OR CONIFEROUS.
75 TREES X 25% = 19 TREES AS ORNAMENTAL, EVERGREEN, OR CONIFEROUS.
9 EVERGREEN TREES PROVIDED

ADDITIONAL PROPOSED QUANTITIES:
LOW MAINTENANCE LAWN MIX: 9.8 ACRES
NATIVE WETLAND SEED MIX: 0.5 ACRES
SOD: 0.8 ACRES

Sheet List Table	
Sheet Number	Sheet Title
C000	COVER SHEET
C001	GENERAL NOTES
CD01	EXISTING CONDITIONS AND DEMO PLAN
C100	OVERALL PLAN
C101	SITE PLAN
C102	SITE PLAN
C103	SITE PLAN
C104	SITE PLAN
C200	OVERALL GRADING PLAN
C201	GRADING PLAN
C202	GRADING PLAN
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C204	GRADING PLAN
C300	UTILITY OVERALL PLAN
C301	UTILITY PLAN
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C303	UTILITY PLAN
C304	UTILITY PLAN
L101	LANDSCAPE PLAN
L102	LANDSCAPE PLAN
L103	LANDSCAPE PLAN
L104	LANDSCAPE PLAN
L105	LANDSCAPE PLAN
L106	LANDSCAPE DETAILS

CONTROL POINTS

THE 2021 EDITION OF THE IOWA STATEWIDE URBAN DESIGN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS WITH CITY OF BONDURANT SUPPLEMENTAL SHALL APPLY TO ALL WORK PERFORMED ON THIS PROJECT EXCEPT AS MODIFIED HEREIN.

CIVIL ENGINEER

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW 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. Signature: _____ Date: _____ Printed or typed name: CHRISTOPHER R. BAUER License Number: 19737 My License Renewal Date is: DECEMBER 31, 2021 PAGES: SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS
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THE UTILITIES AS SHOWN ON THIS DRAWING WERE DEVELOPED FROM THE INFORMATION AVAILABLE. THIS IS NOT IMPLIED NOR INTENDED TO BE THE COMPLETE INVENTORY OF UTILITIES IN THE AREA. IT IS THE CLIENTS/CONTRACTORS RESPONSIBILITY TO VERIFY THE LOCATION OF ALL UTILITIES (WHETHER SHOWN OR NOT) AND PROTECT SAID UTILITIES FROM ANY DAMAGE.

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GENERAL NOTES:

- THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THE DRAWINGS ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC. AND NOT SHOWN ON THIS DRAWING. THE UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
- IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL BY CALLING 811 OR 1-800-292-8999, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
- THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
- PROTECT EXISTING UTILITIES DURING CONSTRUCTION.
- MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
- SITE CLEAN-UP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES.
- ALL OPEN EXCAVATIONS SHALL BE PROTECTED.
- REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.
- ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK.
- WORK WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT WILL BE CONSIDERED UNACCEPTABLE. UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO THE FINAL ACCEPTANCE OF THE WORK, SHALL BE REMOVED AND REPLACED IN AN ACCEPTABLE MANNER, AS REQUIRED BY SHIVE-HATTERY, INC. AT THE CONTRACTOR'S EXPENSE. WORK DONE CONTRARY TO THE INSTRUCTIONS OF SHIVE-HATTERY, INC., WORK DONE BEYOND THE LINES SHOWN ON THE PLANS OR ANY EXTRA WORK DONE WITHOUT AUTHORITY WILL NOT BE PAID FOR.
- ALL SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID PONDING.
- ALL DIMENSIONS TO BACK-OF-CURB UNLESS NOTED OTHERWISE.
- CONTOURS AND SPOT ELEVATIONS SHOWN ARE TO FINISHED GRADE.
- NO PONDING OF WATER WILL BE ACCEPTED ON ANY NEW PAVEMENT OR OVERLAY AREAS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ANY AREAS OF EXISTING OR PROPOSED PAVEMENTS THAT HAVE POTENTIAL TO POND WATER AND MAKE ANY ADJUSTMENTS NECESSARY TO ENSURE THAT WATER WILL POSITIVELY DRAIN ACROSS THE PAVING OR OVERLAY.
- STAGING LOCATION FOR CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE COORDINATED WITH AND APPROVED BY THE OWNER AND DEVELOPERS.
- THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES NECESSARY TO PROTECT AGAINST SILTATION, EROSION, AND DUST POLLUTION ON THE PROJECT SITE AND ANY OFF SITE BORROW OR DISPOSAL AREAS USED FOR THIS PROJECT. COMPLY WITH SOIL EROSION CONTROL REQUIREMENTS OF IOWA CODE, FEDERAL REGULATIONS, AND LOCAL ORDINANCES.
- CONTRACTOR SHALL NOT DISTURB VEGETATION OUTSIDE GRADING LIMITS. CONTRACTOR SHALL MINIMIZE DISTURBANCE WITHIN GRADING LIMITS TO THAT NECESSARY TO ACHIEVE PROPOSED GRADES AS SHOWN.
- ALL AREAS DISTURBED BY CONSTRUCTION, NOT DESIGNATED AS PLANTED, SHALL BE SODDED OR SEEDED ACCORDING TO THE CONSTRUCTION PLANS.
- CONTRACTOR TO PROVIDE TRAFFIC CONTROL ACCORDING TO MUTCD STANDARDS AND COORDINATE WITH THE CITY OF ANKENY FOR ANY AND ALL PERMITTING RELATED TO TRAFFIC CONTROL IN THE PUBLIC R.O.W.
- THE SITE SHALL BE MAINTAINED IN COMPLIANCE WITH THE 2020 EDITION OF THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND ALL CITY OF ANKENY SUPPLEMENTAL CODES APPLICABLE ON THE DATE OF SITE PLAN APPROVAL.
- NOTIFY UTILITY COMPANIES WHO HAVE FACILITIES THAT ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN THE CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
- CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
- CONTRACTOR TO COORDINATE ANY GRADE ADJUSTMENTS WITH THE DESIGN ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
- ALL EXISTING UTILITY STRUCTURES SHALL BE ADJUSTED TO FINAL FINISH GRADES.
- SIGNING, STRIPING, OR OTHER TRAFFIC CONTROL DEVICES ON THE DRIVEWAY APPROACHES TO PUBLIC STREETS SHOULD CONFORM TO THE (MUTCD) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (FEDERAL HIGHWAY ADMINISTRATION, 2009 EDITION).

WATER LINE CONSTRUCTION NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES AND WHETHER ADDITIONAL UTILITIES EXIST.
- WATER TO BE INSTALLED WITH A MINIMUM COVER OF 5 FEET DEEP OR LOWER TO ACCOMMODATE UTILITY CROSSINGS.
- CONTACT FIRE DEPARTMENT OF ANY CHANGES THAT AFFECT FIRE/EMERGENCY ACCESS TO SITE, BUILDING, FDC'S, PIVS, HYDRANTS, AND FRONT DOORS.
- ALL WATER LINE SHALL BE PVC C900 UNLESS OTHERWISE NOTED.
- ALL EXISTING AND PROPOSED HYDRANTS AND VALVES SHALL BE ADJUSTED TO FINAL GRADES.
- THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER INSTALLATION OF AN APPROVED BACKFLOW PREVENTION ASSEMBLY(IES) FOR CONTAMINMENT IN ALL NEW CONSTRUCTION.
- WATER MAIN CROSSINGS WITH STORM SEWER AND/OR SANITARY SEWER SHALL FOLLOW SUDAS REQUIREMENTS AND/OR CITY OF BONDURANT SUPPLEMENTAL SPECIFICATIONS AND PROVIDE WATERTIGHT JOINTS WHERE APPLICABLE.

GRADING AND EROSION CONTROL NOTES:

- BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL.
- ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
- SUFFICIENT OIL AND GREASE ABSORBING MATERIALS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
- RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
- ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
- CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, WATTLÉS, INLET PROTECTION, ETC.) TO PREVENT EROSION.
- ALL STORM SEWER INTAKES THAT RECEIVE STORMWATER RUNOFF FROM DISTURBED AREAS SHALL BE PROVIDED WITH A FILTER SACK. SEE DETAIL.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, PERIODIC CHECKING AND REINSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES.
- OWNER SHALL ASSUME RESPONSIBILITY FOR ALL EROSION CONTROL UNTIL DELEGATED TO CONTRACTOR ONCE THE PROJECT CONSTRUCTION STARTS.
- A SWPPP WILL BE PREPARED AND WILL BE MADE AVAILABLE TO THE CONTRACTOR AND SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION.

STORM SEWER CONSTRUCTION NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES AND WHETHER ADDITIONAL UTILITIES EXIST.
- PIPE LENGTHS SHOWN ARE INSIDE EDGE TO INSIDE EDGE OF STRUCTURES.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ALL STORM FLOW ONSITE UNTIL NEW SYSTEM IS INSTALLED.
- RCP STORM SEWER PIPING TO HAVE WRAPPED JOINTS.
- ALL HDPE PIPE SHALL BE DUAL-WALLED.
- CONTRACTOR TO MODIFY EXISTING INVERTS TO ACCOMMODATE NEW PIPE CONNECTIONS.
- ALL HDPE BENDS AND CONNECTIONS SHALL BE MANUFACTURED CONNECTIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR CLEANING STORM SEWER WITHIN THE PROJECT AREA AT THE COMPLETION OF THE PROJECT.
- CONTRACTOR IS RESPONSIBLE FOR ADJUSTING AND REBUILDING STORM STRUCTURES AS NECESSARY TO MATCH FINAL GRADES.
- WHERE RCP STORM SEWER CROSSES THE WATER SERVICE, PROVIDE O-RING GASKETS AT JOINTS ONE FULL LENGTH OF SEWER PIPE ON EITHER SIDE OF THE CROSSING ACCORDING TO SUDAS REQUIREMENTS.

SANITARY SEWER CONSTRUCTION NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE EXACT LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES AND WHETHER ADDITIONAL UTILITIES EXIST.
- PIPE LENGTHS SHOWN ARE CENTERLINE TO CENTERLINE OF STRUCTURES.
- SEE PUBLIC IMPROVEMENT PLANS FOR PUBLIC SANITARY MANHOLE ADJUSTMENTS.
- SANITARY SEWER MUST BE VIDEOED AFTER THE CONNECTION IS MADE. VIDEO SHALL BE PROVIDED TO THE CITY FOR APPROVAL.

SPECIFICATIONS - SITE WORK

THE 2021 EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), CITY OF BONDURANT SUPPLEMENTAL SPECIFICATIONS AND TENANT-SPECIFIC SPECIFICATIONS, SHALL APPLY TO ALL SITE WORK PERFORMED ON THIS PROJECT EXCEPT AS MODIFIED HEREIN.

A. CONCRETE PAVING:
MATERIALS AND MIXING FOR ALL CONCRETE WORK, UNLESS OTHERWISE SPECIFIED, SHALL CONFORM TO IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, SECTIONS 2301.01 THROUGH 2301.03 AND MATERIALS I.M. 529 FOR AIR-ENTRAINED TYPE C-4 MIX WITH TYPE I CEMENT. M-MIX CAN BE USED WITH APPROVAL OF ENGINEER.

COARSE AGGREGATE DURABILITY SHALL BE CLASS II

COMPRESSIVE STRENGTH 2800 PSI @ 7 DAYS AND 4000 PSI @ 28 DAYS

SLUMP: 3" ± 1"

AIR CONTENT: 7.0% ± 1.0%

TESTING - ONE SET OF TEST CYLINDERS REQUIRED FOR EACH 100 C.Y. OR ONE PER DAY IF LESS THAN 100 CY FROM SAME READY MIX PLANT. TESTING TO BE COMPLETED BY AN INDEPENDENT TESTING LABORATORY AND PAID FOR BY OWNER. CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL REQUIRED TESTING AND GEOTECHNICAL WORK. SUBMIT ALL REPORTS TO THE ENGINEER.

SURFACE CURING: CONTRACTOR SHALL APPLY WHITE PIGMENT LIQUID CURING COMPOUND IN A FINE SPRAY TO FORM CONTINUOUS UNIFORM FILM AFTER FINISHING AND SURFACE MOISTURE HAS DISAPPEARED, OR WITHIN 30 MINUTES OF PLACEMENT.

PROVIDE OWNERS REPRESENTATIVE WITH CONCRETE MIX DESIGN FOR APPROVAL.

B. SITE EARTHWORK:
REFER TO STRUCTURAL EXCAVATION AND BACKFILL REQUIREMENTS FOR ALL EARTHWORK ASSOCIATED WITH BUILDING AND FOUNDATIONS.

COMPLETE SITE EARTHWORK AND TRENCHING ACCORDING TO SUDAS AND CITY OF ANKENY SUPPLEMENTAL SPECIFICATION REQUIREMENTS UNLESS OTHERWISE SPECIFIED. CONSTRUCT TO ELEVATIONS SHOWN.

SCARIFY A MINIMUM OF EIGHT (8") INCHES OF MATERIAL UNDER THE PROPOSED PAVEMENT, CHEMICALLY STABILIZE, AND RECOMPACT TO 95 PERCENT DENSITY, ASTM D698 (STANDARD PROCTOR). SCARIFY A MINIMUM OF SIX (6") INCHES OF MATERIAL IN AREAS TO RECEIVE FILL AND RECOMPACT TO 90 PERCENT DENSITY, ASTM D698 (STANDARD PROCTOR).

PROVIDE WATER AS NEEDED TO OBTAIN OPTIMUM MOISTURE CONTENT (- 1 TO + 4%) OR MOISTURE CONTENT DIRECTED BY GEOTECHNICAL ENGINEER FOR ALL COMPACTION.

FILL MATERIAL SHALL BE FREE FROM STICKS, ROOTS, DEBRIS, AND ORGANIC MATTER. EXCESS SOIL AND GRANULAR MATERIAL SHALL BE HAULED OFFSITE.

PROOF ROLL EXPOSED SUBGRADES WITH HEAVY CONSTRUCTION EQUIPMENT PRIOR TO PLACEMENT OF ANY NEW FILL, OR COMPACT EXPOSED SUBGRADE BY A MINIMUM OF FOUR COMPLETE PASSES WITH A PLATE-TYPE VIBRATORY COMPACTOR WITH A MINIMUM FORCE RATING OF 3,500 POUNDS.

PROVIDE COMPACTION TESTS FOR AREAS UNDER PAVING AND MAKE ONE TEST PER 5,000 SQUARE FEET. TESTING TO BE DONE AND PAID FOR BY OWNER. CONTRACTOR SHALL COORDINATE AND SCHEDULE ALL REQUIRED TESTING AND GEOTECHNICAL WORK.

C. TRAFFIC AND PEDESTRIAN CONTROL:
PROVIDE BARRICADES, FENCING, AND OTHER DEVICES TO KEEP UNAUTHORIZED PERSONNEL FROM PROJECT SITE. PROVIDE OWNERS REPRESENTATIVE WITH A CONSTRUCTION STAGING PLAN SHOWING CONSTRUCTION SEQUENCING, STAGING AREAS, AND ALL ACCESS ROUTES.

KEEP INTERFERENCE WITH TRAFFIC TO A MINIMUM. DO NOT BLOCK EXISTING SITE ROADWAYS OR DRIVEWAYS. ALL VEHICULAR AND PEDESTRIAN CONTROL SIGNAGE SHALL CONFORM TO THE STANDARDS IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND CITY OF ANKENY STANDARD SPECIFICATIONS.

D. PAVEMENT JOINTING:
PROVIDE IDOT 'TYPE RD' AND 'TYPE BT' JOINTS TO TIE INTO EXISTING PAVING AND BETWEEN POURS. PROVIDE IDOT 'TYPE CD' JOINTS AT MAXIMUM SPACING OF 15 FEET. MATCH ALL EXISTING JOINTS. SEAL ALL JOINTS.

E. SEALANTS:
JOINT SEALERS: MATERIALS AND INSTALLATION TO MEET IDOT AND MANUFACTURER'S SPECIFICATIONS. ALL JOINTS SHALL BE SEALED.

F. STORM WATER POLLUTION PREVENTION PLAN (SWPPP):
THE DISTURBED AREA FOR FOR THIS PROJECT IS GREATER THAN ONE (1) ACRE, THEREFORE A SWPPP IS REQUIRED FOR STORMWATER DISCHARGE. CONTRACTOR TO INSTALL STORMWATER CONTROLS AND ADDITIONAL CONTROLS AS SHOWN IN PLANS AND IN THE SWPPP.

G. SEEDING/SODDING:
SEEDED OR SODDED AREAS SHALL INCLUDE ALL AREAS DISTURBED BY CONSTRUCTION UNLESS OTHERWISE NOTED. REFER TO PLANS.

H. TOPSOIL:
STRIP, STOCKPILE, AND RESPREAD TOPSOIL IN ALL AREAS TO BE SEEDED. THE DEPTH OF TOPSOIL SHALL BE A MINIMUM OF 6 INCHES, AFTER NATURAL SETTLEMENT, AND SHALL CONFORM SMOOTHLY TO THE ADJACENT LINES, GRADES, AND ELEVATIONS.

LEGEND	
GENERAL SITE	
PLAN MARK	DESCRIPTION
	PROPOSED BUILDING
	GUARD POST/BOLLARD
	HANDICAPPED PARKING
	SHRUB
	DECIDUOUS TREE
	CONIFEROUS TREE
	SINGLE POLE SIGN
	DOUBLE POLE SIGN
	TRAFFIC SIGNAL WITH ARM
	CHAINLINK FENCE
	TREE LINE
	EXISTING MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	PROPOSED MAJOR CONTOUR
	LIGHT DUTY HMA PAVING
	HEAVY DUTY HMA PAVING
	HEAVY DUTY PCC PAVING
	PCC SIDEWALK PAVING

LEGEND	
GENERAL SITE DESIGN	
PLAN MARK	DESCRIPTION
	SPOT ELEVATION
	TOP OF CURB AND GUTTER ELEVATION
	SLOPE ARROW
	FLOW ARROW
	TRAFFIC FLOW
	SILT FENCE
	PROJECTS LIMITS
	LEFT-TURN ARROW
	RIGHT-TURN ARROW
	THRU ARROW
	LEFT/THRU ARROW
	RIGHT/THRU ARROW
	LEFT/RIGHT/THRU ARROW

LEGEND		
UTILITY LINES		
EXISTING LINE TYPE	DESCRIPTION	PROPOSED LINE TYPE
	ELECTRIC - OVERHEAD	
	ELECTRIC - UNDERGROUND	
	GAS MAIN	
	WATER MAIN	
	FIRE PROTECTION MAIN	
	SANITARY SEWER	
	STORM SEWER	
	TELEPHONE - OVERHEAD	
	TELEPHONE - UNDERGROUND	
	CABLE LINE - OVERHEAD	
	CABLE LINE - UNDERGROUND	
	FIBER OPTICS	

LEGEND	
UTILITIES	
PLAN MARK	DESCRIPTION
	UTILITY POLE W/TRANSFORMER
	FIRE HYDRANT
	FLARED END SECTION
	UTILITY END CAP
	VALVE
	CABLE TV PEDESTAL
	CLEANOUT
	POST INDICATOR VALVE
	MANHOLE
	EXISTING STORM MANHOLE
	EXISTING SANITARY MANHOLE
	TELEPHONE MANHOLE
	TELEPHONE PEDESTAL
	VAULT BOX
	HANDHOLE
	SIGNAL BOX
	GAS METER
	ELECTRIC METER
	LIGHT POLE
	TRANSFORMER
	WATER METER
	EXISTING CURB INLET
	EXISTING INTAKE - CIRCLE
	PROPOSED CURB INLET
	PROPOSED STORM MANHOLE
	PROPOSED SANITARY MANHOLE

LEGEND	
SURVEY	
PLAN MARK	DESCRIPTION
	BENCH MARK
	IRON ROD - FOUND
	IRON ROD - SET
	MONUMENT FOUND
	X CUT FOUND

GENERAL NOTES

PRELIMINARY
- NOT FOR
CONSTRUCTION

DRAWN: LCH
APPROVED: CRB
ISSUED FOR: REVIEW
DATE: 03/24/2021
PROJECT NO: 41947-0
FIELD BOOK: --
CLIENT NO: --

C001

COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

RYAN COMPANIES US, INC.
BONDURANT, IOWA

SHIVE-HATTERY
ARCHITECTURE+ENGINEERING
4125 Western Pkwy, Suite 100 West Des Moines, Iowa 50208
515.223.8104 | www.shivehattery.com
Iowa | Illinois | Indiana

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DATE: 03/26/2024



EXISTING
CONDITIONS AND
DEMO PLAN

PRELIMINARY
- NOT FOR
CONSTRUCTION

DRAWN: LCH
APPROVED: CRB
ISSUED FOR REVIEW
DATE: 03/26/2024
PROJECT NO: 419487-0
FIELD BOOK: --
CLIENT NO: --

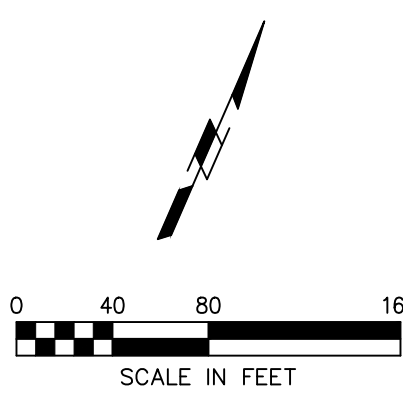
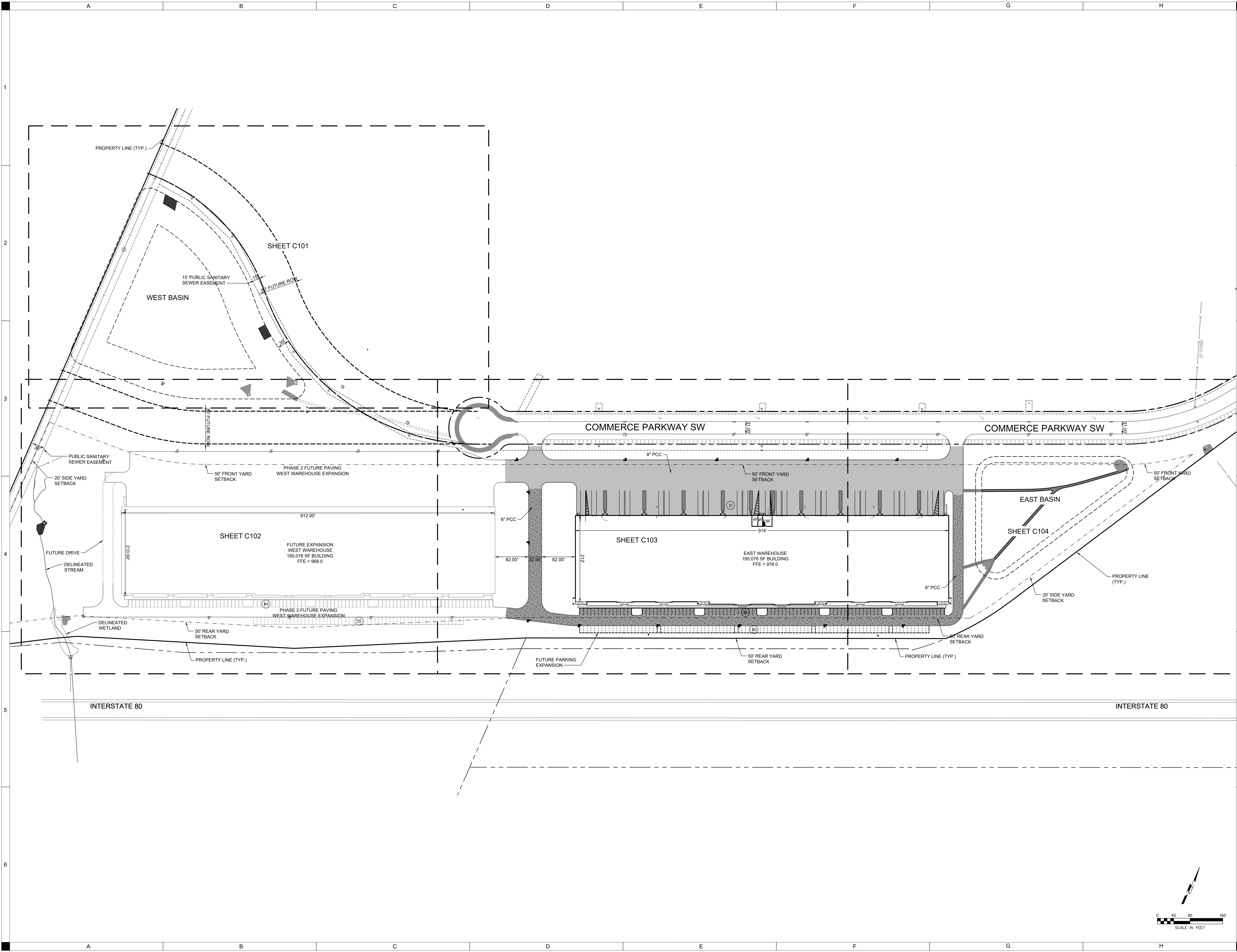
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COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

SHIVE-HATTERY
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Iowa | Illinois | Indiana

RYAN COMPANIES US, INC.
BONDURANT, IOWA

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OVERALL PLAN

PRELIMINARY
- NOT FOR
CONSTRUCTION

SIGNATURE REAL ESTATE
BONDURANT, IOWA

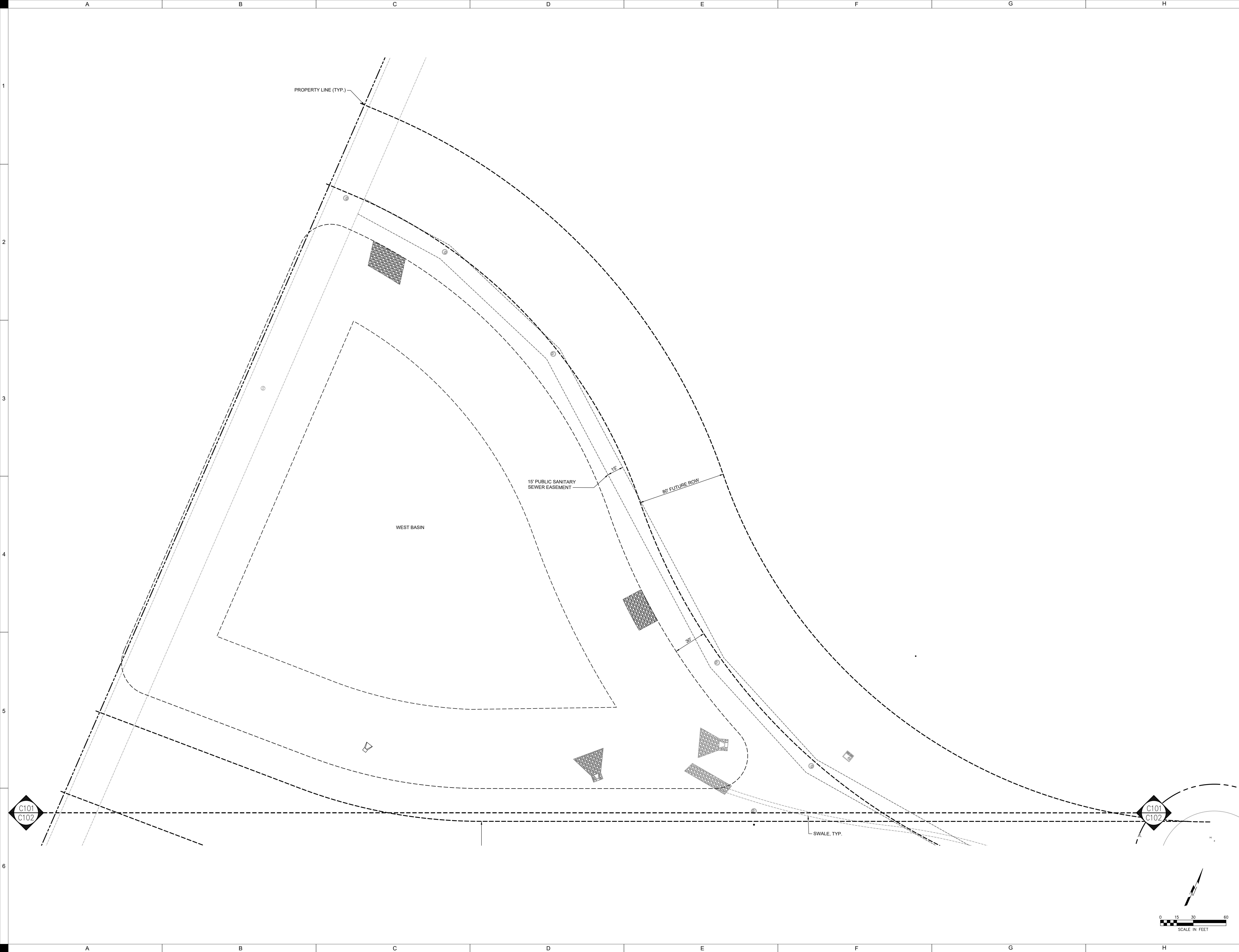
COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

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Iowa | Illinois | Indiana

C100

DRAWN: LCH
APPROVED: CMB
ISSUED FOR: REVIEW
DATE: 03/24/2024
PROJECT NO: 1410
FIELD BOOK: --
CLIENT NO: --

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SITE PLAN

C101

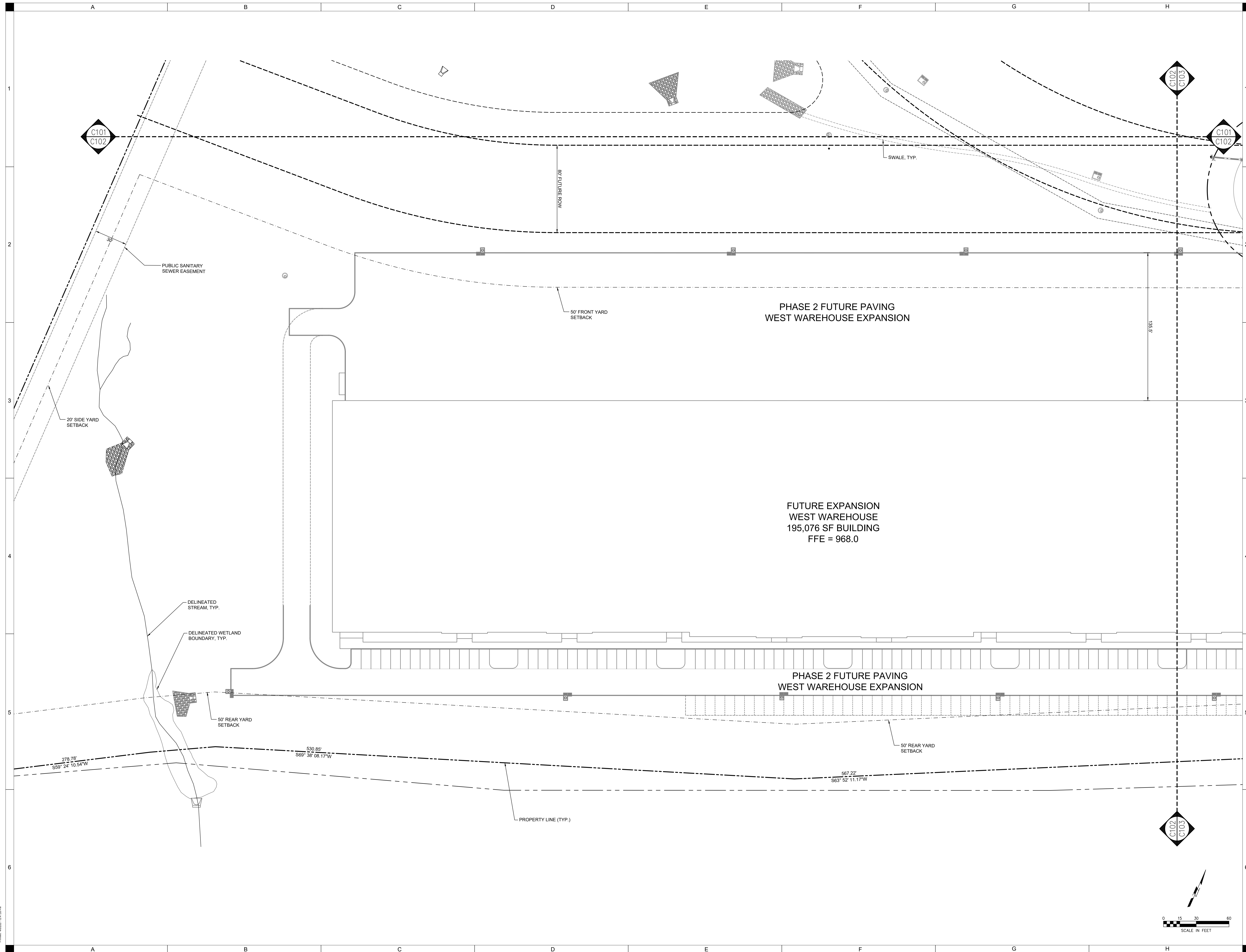
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APPROVED:	CRB
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PROJECT NO:	41947-0
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CONSTRUCTION

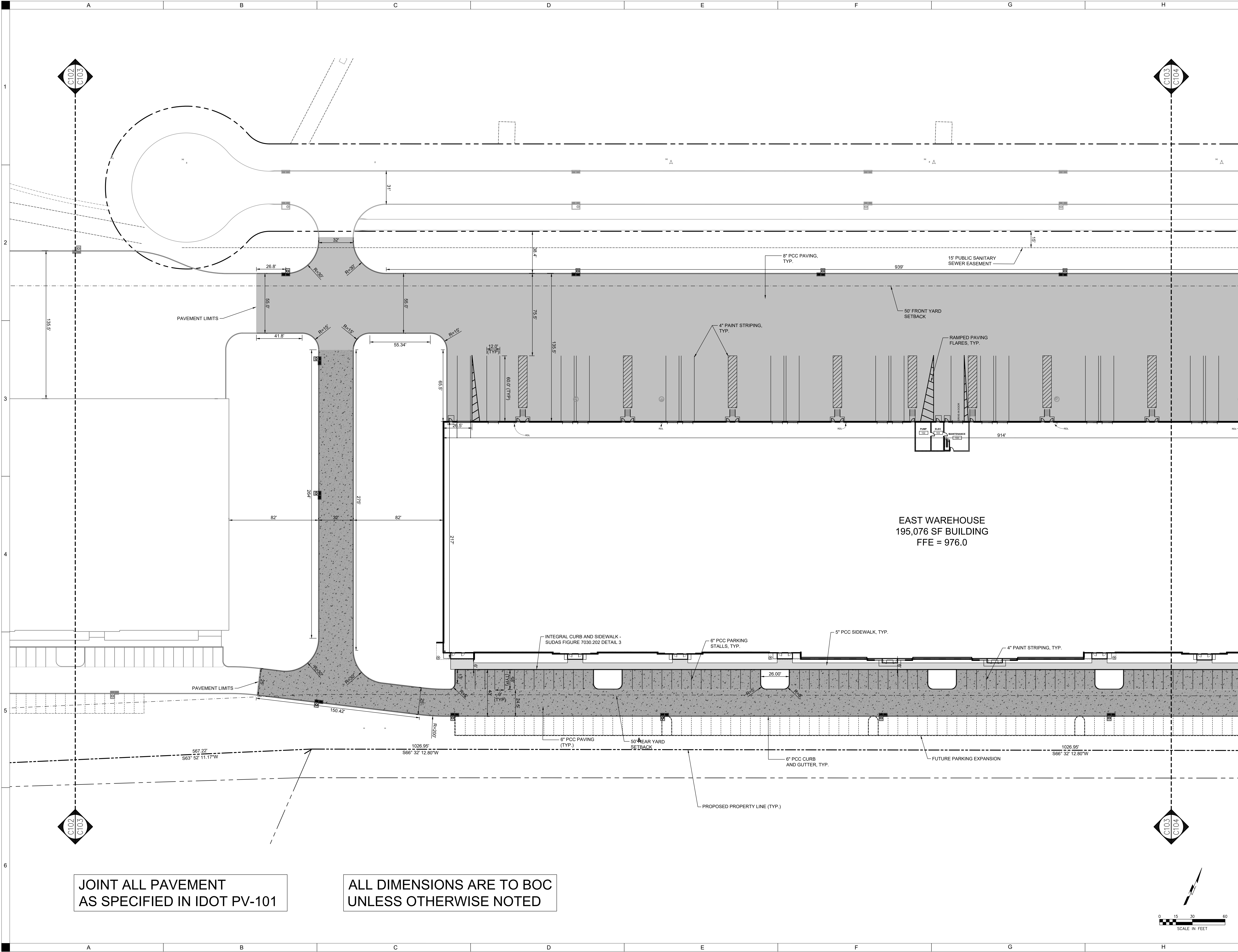
SIGNATURE REAL ESTATE
BONDURANT, IOWA

COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

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JOINT ALL PAVEMENT
AS SPECIFIED IN IDOT PV-101

ALL DIMENSIONS ARE TO BOC
UNLESS OTHERWISE NOTED

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CONSTRUCTION

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APPROVED:	CRB
ISSUED FOR:	REVIEW
DATE:	03/26/2024
PROJECT NO:	419487-0
FIELD BOOK:	--
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SITE PLAN

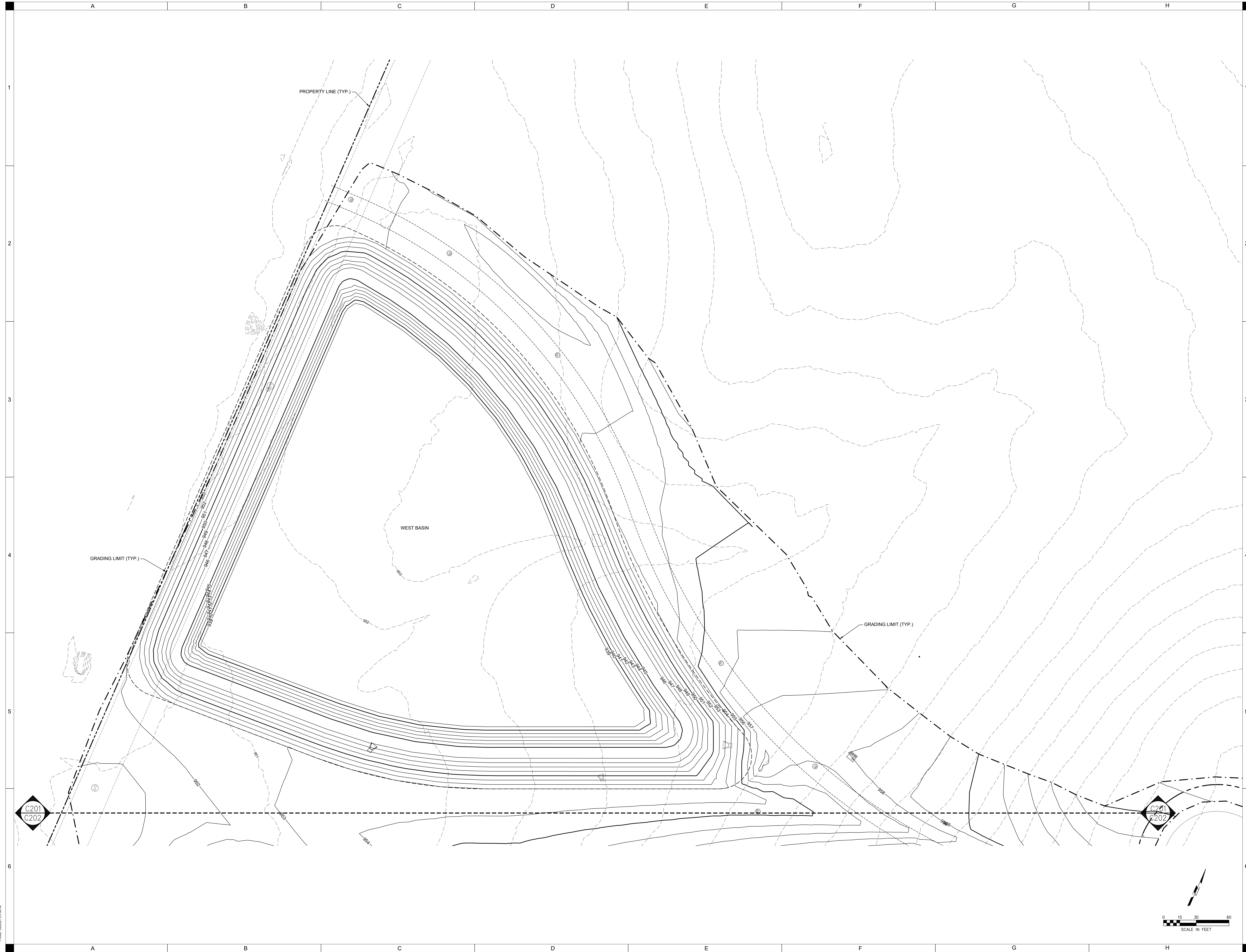
C103

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Page 352 of 408





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COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

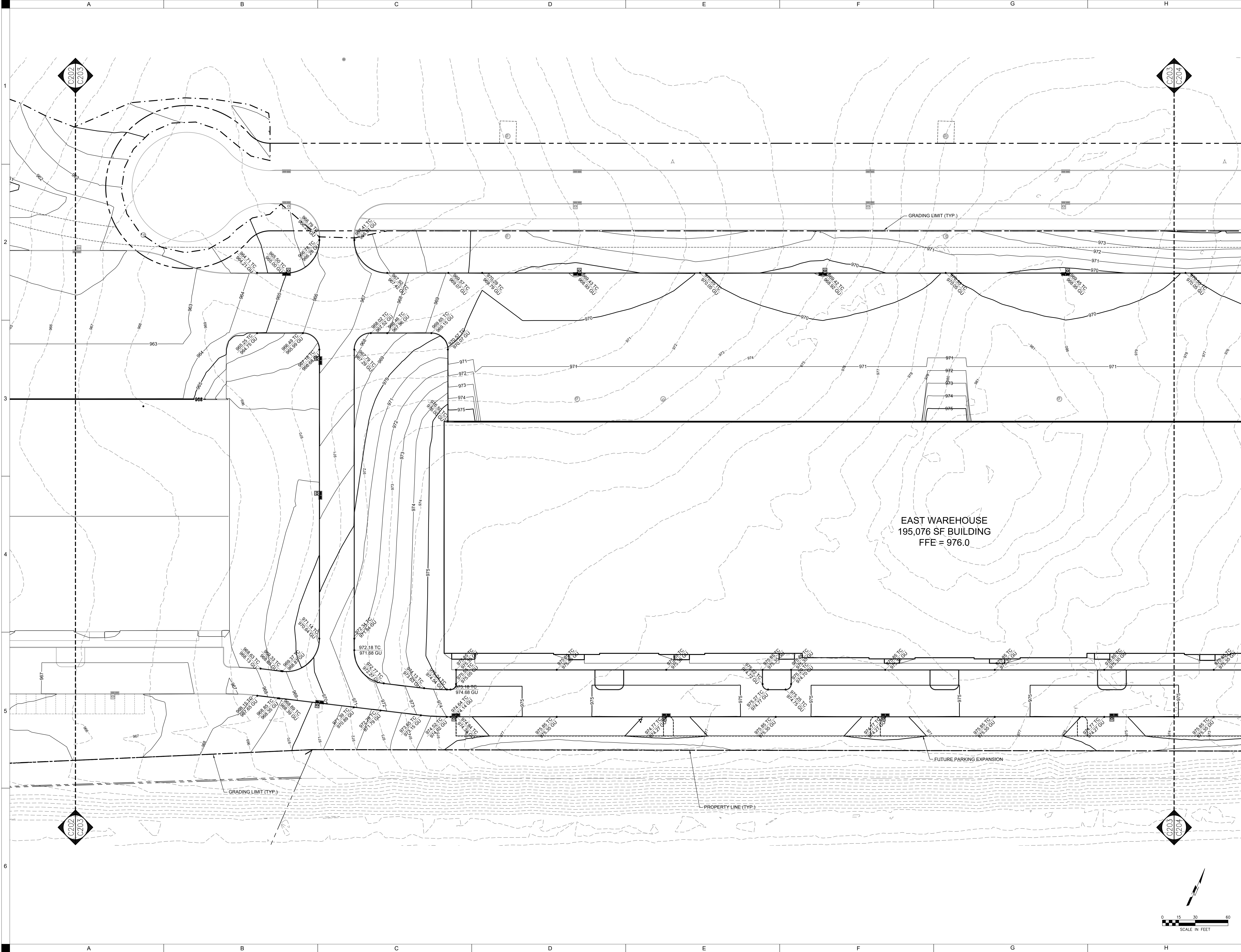
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ISSUED FOR:	REVIEW
DATE:	03/24/2021
PROJECT NO:	419487-0
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GRADING PLAN

C201

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Date: 03/26/2024



GRADING PLAN

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RYAN COMPANIES US, INC.
BONDURANT, IOWA

CLIENT NO.: --

PROJECT NO: 41487-0

DATE: 03/26/2024

ISSUED FOR: REVIEW

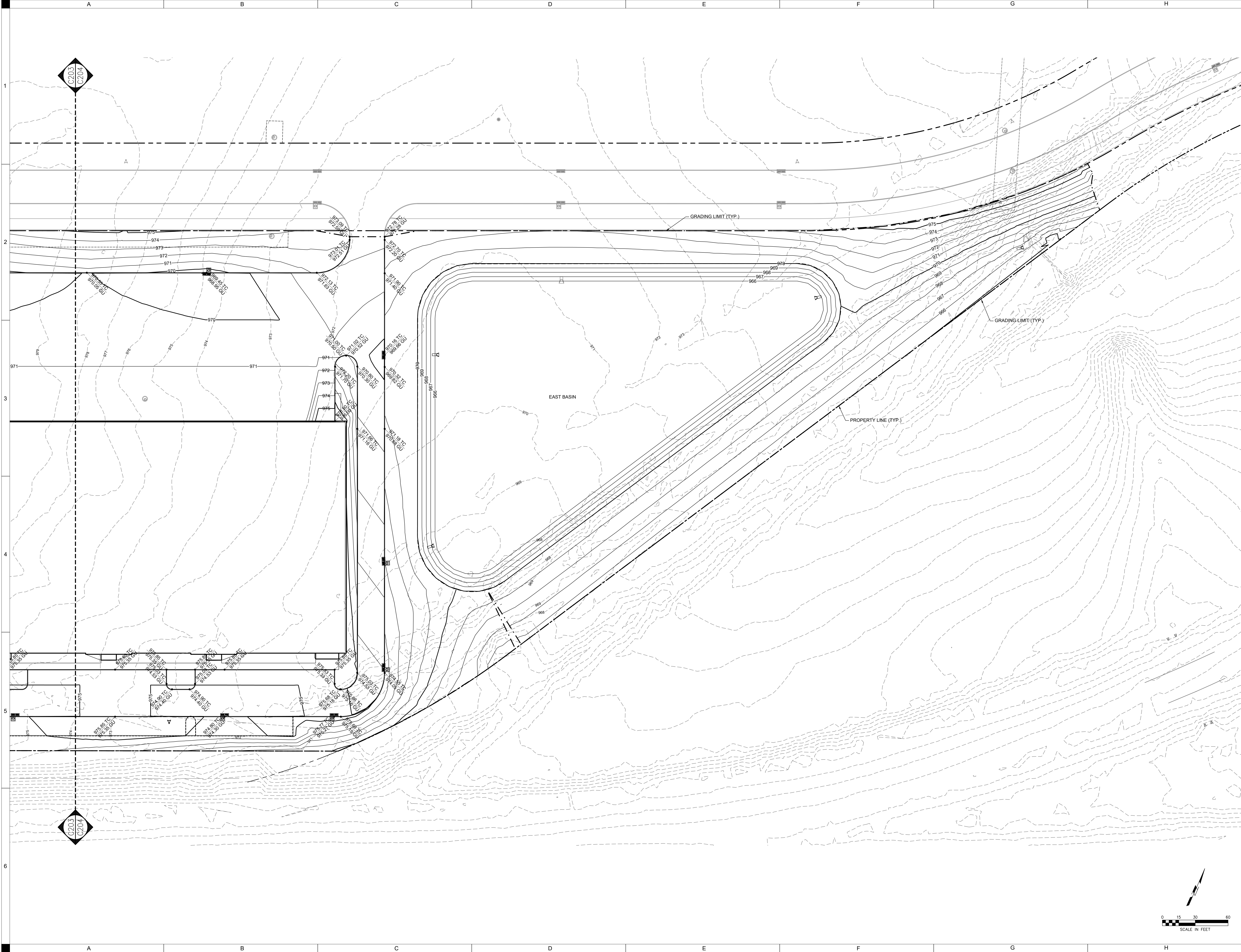
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C203

Page 357 of 408

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BY: JH



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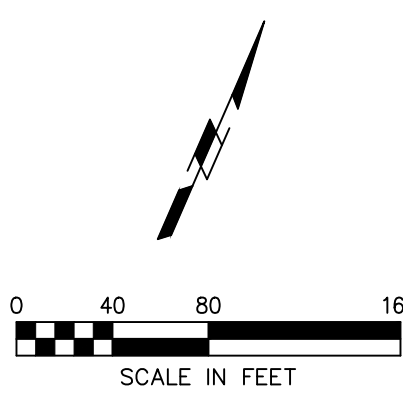
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RYAN COMPANIES US, INC.
BONDURANT, IOWA

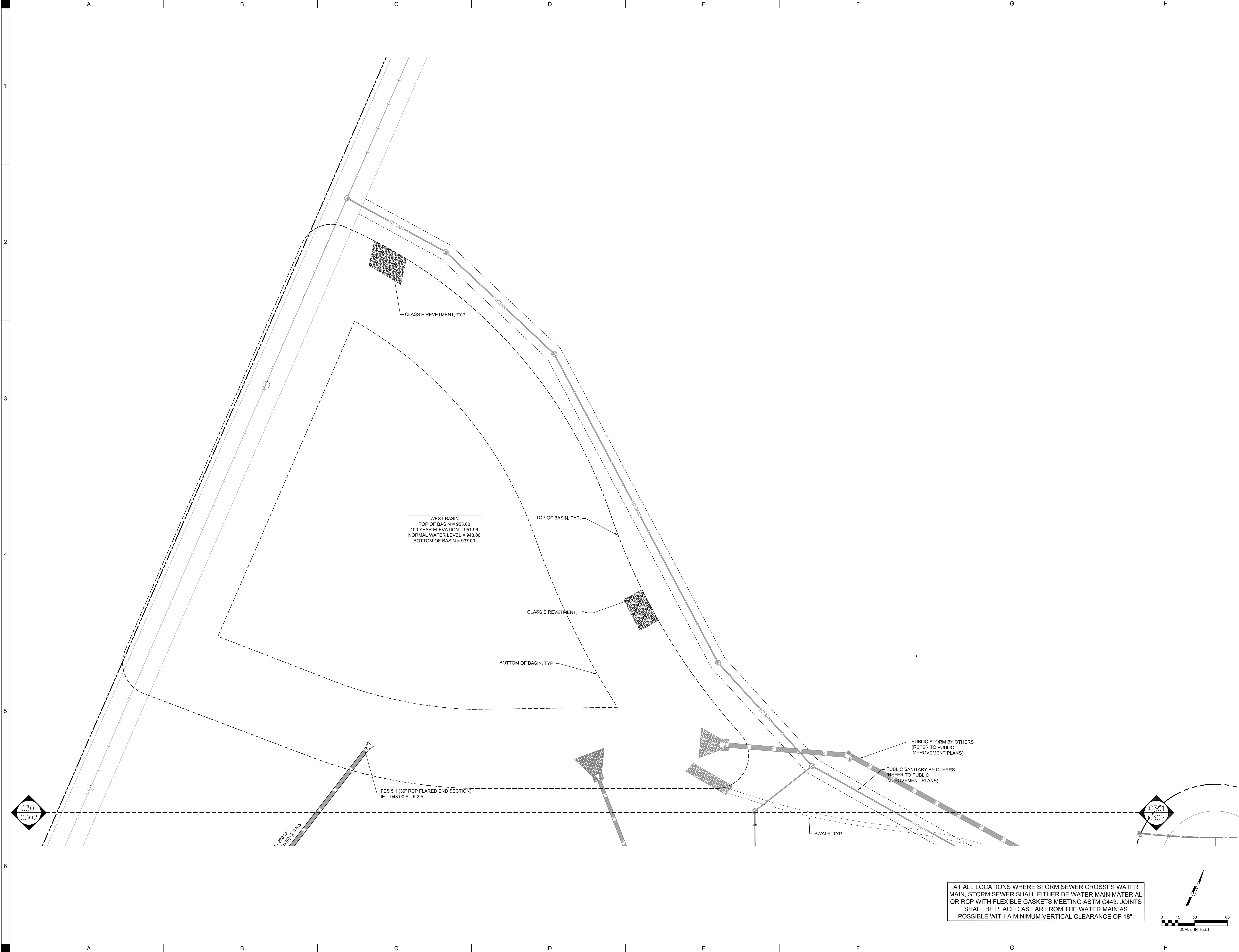
COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

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C204



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10/1/2024



AT ALL LOCATIONS WHERE STORM SEWER CROSSES WATER MAIN, STORM SEWER SHALL EITHER BE WATER MAIN MATERIAL OR RCP WITH FLEXIBLE GASKETS MEETING ASTM C443. JOINTS SHALL BE PLACED AS FAR FROM THE WATER MAIN AS POSSIBLE WITH A MINIMUM VERTICAL CLEARANCE OF 18".



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PROJECT NO:	419487-0
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- NOT FOR
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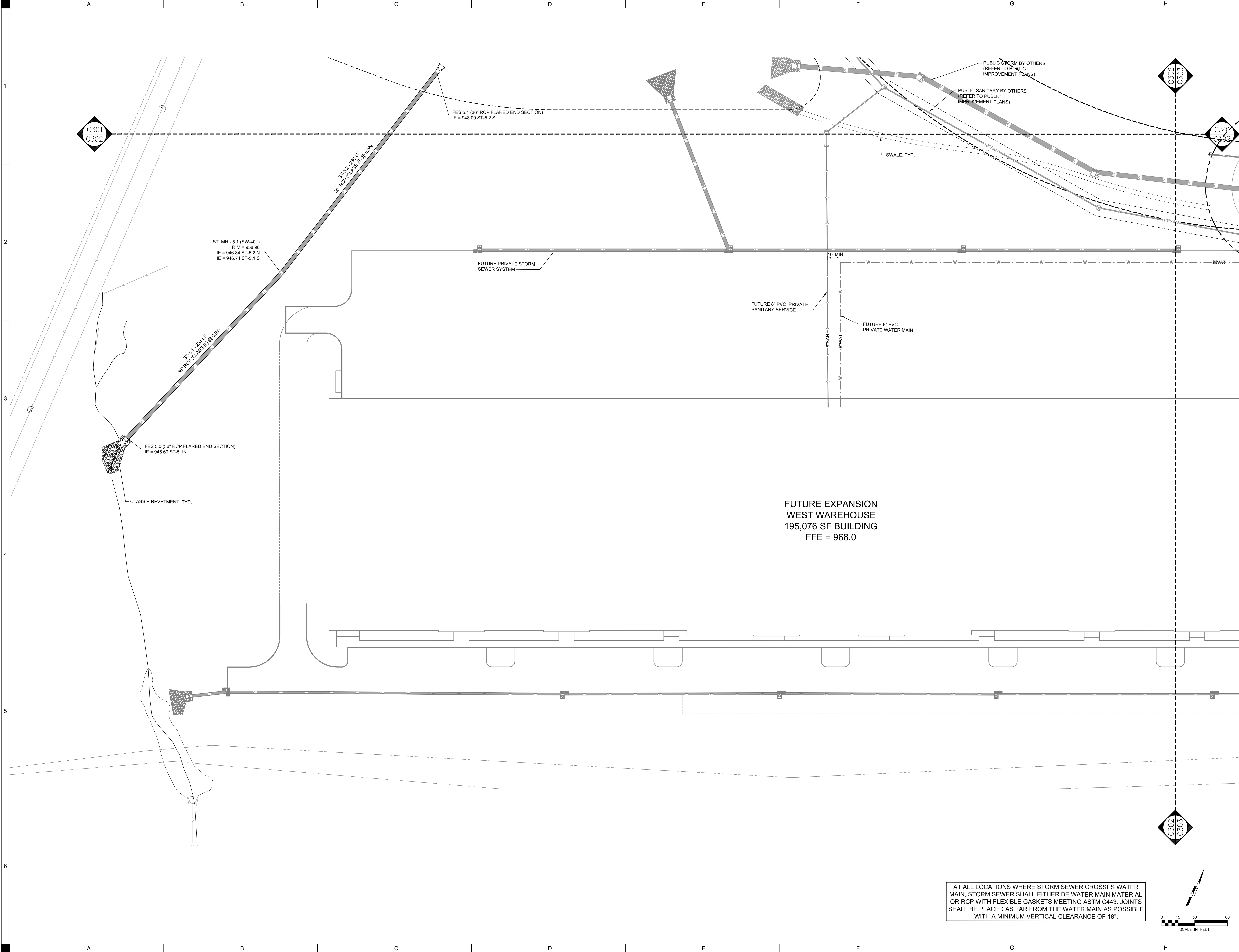
SIGNATURE REAL ESTATE
BONDURANT, IOWA

COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

UTILITY PLAN

C301

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12/10/24



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COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

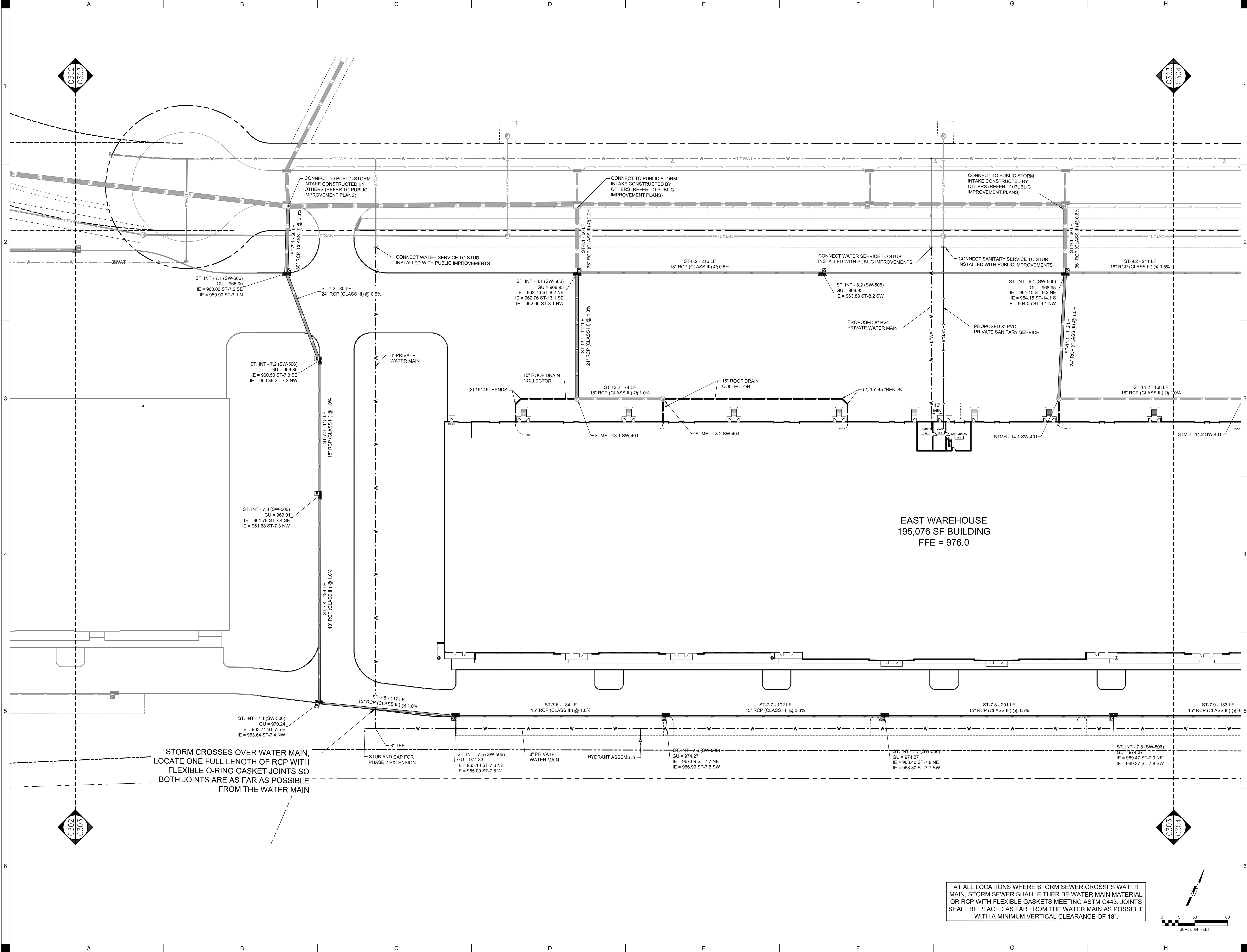
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DATE:	03/24/2021
PROJECT NO:	419487-0
FIELD BOOK:	--
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UTILITY PLAN

C302

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DATE: 03/26/2024



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COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

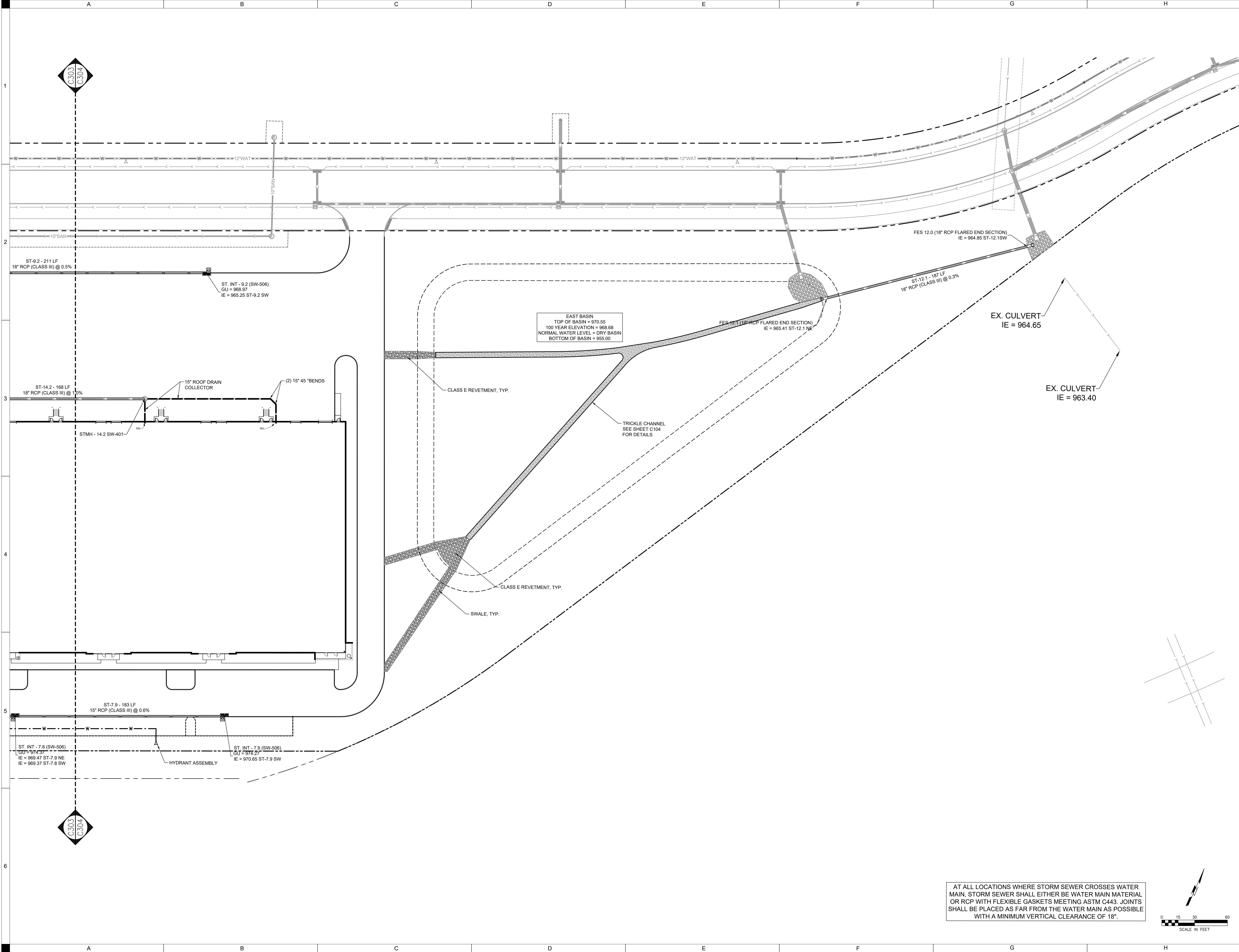
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DATE: 03/26/2024
PROJECT NO: 41947-0
FIELD BOOK: --
CLIENT NO: --

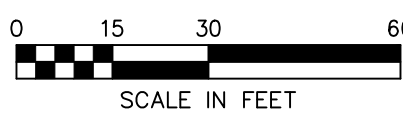
UTILITY PLAN

C303

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10/15/2024



AT ALL LOCATIONS WHERE STORM SEWER CROSSES WATER MAIN, STORM SEWER SHALL EITHER BE WATER MAIN MATERIAL OR RCP WITH FLEXIBLE GASKETS MEETING ASTM C443. JOINTS SHALL BE PLACED AS FAR FROM THE WATER MAIN AS POSSIBLE WITH A MINIMUM VERTICAL CLEARANCE OF 18".



UTILITY PLAN

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COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

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C304

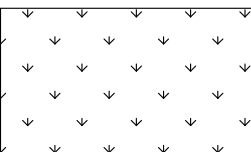
SODDING AND LIVE PLANTING NOTES:

- ALL SOD INSTALLATION AND RELATED WORK SHALL CONFORM TO CURRENT IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) DIVISION 9, SECTION 9020 - SODDING, UNLESS OTHERWISE NOTED.
- ALL PLANT INSTALLATION AND RELATED WORK SHALL CONFORM TO CURRENT IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) DIVISION 9, SECTION 9030 - PLANT MATERIAL AND PLANTING, UNLESS OTHERWISE NOTED.
- ALL PLANTING WORK SHALL BE COORDINATED WITH THE WORK OF OTHER TRADES ON SITE.
- LOCATIONS OF ALL UTILITIES SHOWN ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
- PROTECT ALL EXISTING AND NEW STRUCTURES AND UTILITY SERVICES DURING INSTALLATION OF ALL PLANT MATERIAL. IF CONFLICTS EXIST BETWEEN PROPOSED PLANTING LOCATIONS AND OTHER STRUCTURES AND UTILITIES, CONTRACTOR SHALL COORDINATE PLANTING ADJUSTMENTS WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR IS RESPONSIBLE FOR ALL DAMAGE DUE TO OPERATIONS INSIDE AND OUTSIDE OF THE CONTRACT LIMIT LINE. ANY AREAS OUTSIDE THE LIMIT OF WORK THAT ARE DISTURBED SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE OWNER.
- ALL TREES, SHRUBS, AND PERENNIAL PLANTS ARE LISTED IN THIS PLANT SCHEDULE. IF DISCREPANCIES EXIST BETWEEN QUANTITIES SHOWN ON THE DRAWINGS AND QUANTITIES LISTED IN THE PLANT SCHEDULE, THE PLAN QUANTITIES SHALL PREVAIL.
- ALL PLANT MATERIALS MUST CONFORM TO AMERICAN STANDARDS FOR NURSERY STOCK (A.S.N.S.), LATEST EDITION PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, WASHINGTON, D.C. LARGER SIZED PLANT MATERIALS OF THE SPECIES LISTED MAY BE USED IF THE STOCK CONFORMS TO THE A.S.N.S.
- ANY PROPOSED SUBSTITUTIONS OF PLANT SPECIES SHALL BE MADE WITH PLANTS OF EQUIVALENT OVERALL FORM, HEIGHT, BRANCHING HABIT, FLOWER, LEAF, COLOR, FRUIT AND CULTURE, AND ONLY AFTER WRITTEN APPROVAL OF THE LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL SUBMIT DOCUMENTATION VERIFYING PLANT CULTURE, SIZE, CONDITION, AND NURSERY CERTIFICATION IN CONFORMANCE WITH SUDAS SECTION 9030 TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE OWNER AND/OR LANDSCAPE ARCHITECT RESERVE THE RIGHT TO REJECT PLANTS THAT DO NOT CONFORM TO PROJECT SPECIFICATIONS AND ANSI STANDARDS UPON DELIVERY TO THE SITE.
- SOD SHALL BE RHIZOMATOUS TURF-TYPE TALL FESCUE BY AGRILAND FS OR APPROVED EQUAL.
- WOOD MULCH SHALL BE DOUBLE-SHREDDED HARDWOOD MULCH, PLACED TO A 3" TYPICAL DEPTH PER PLAN.
- ROCK MULCH SHALL BE 1-1/2" WASHED RIVER ROCK MULCH AT 3" DEPTH OVER WEED BARRIER FABRIC PER PLAN.
- COMMERCIAL GRADE METAL EDGING SHALL BE PERMALOCK PERMASTRIP, 3/16" X 3.5", MILL FINISH ALUMINIUM EDGING OR APPROVED EQUAL.
- PLANTING SOIL MIX SHALL CONSIST OF (1) PART LEAF-BASED ORGANIC COMPOST THOROUGHLY MIXED WITH (4) PARTS EXISTING OR IMPORTED LOAM TOPSOIL, PLACED TO A MINIMUM DEPTH OF 12".

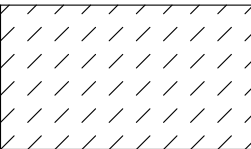
SEEDING NOTES:

- ALL SEED INSTALLATION AND RELATED WORK SHALL CONFORM TO CURRENT IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) DIVISION 9, SECTION 9010 - SEEDING, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE ALL SUBMITTAL INFORMATION AS DESCRIBED IN SUDAS SECTION 9010 INCLUDING PROPOSED SEEDING METHODS AND SCHEDULE FOR REVIEW AND APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- PREPARE TOPSOIL AND SEED BED IN CONFORMANCE WITH SUDAS SECTION 2010 - EARTHWORK, AND SECTION 9010.
- THE CONTRACTOR SHALL UTILIZE TEMPORARY COVER CROPS IN CONFORMANCE WITH SUDAS SECTION 9010 AS NEEDED TO COMPLY WITH SITE STABILIZATION AND EROSION CONTROL REGULATIONS, INCLUDING TEMPORARY SEEDING AS NEEDED WITHIN DETENTION BASIN PONDING AREAS.
- LOW MAINTENANCE LAWN MIX SHALL BE UNITED SEEDS "SUPER TURF II LS" (CERTIFIED BLUE TAG) OR APPROVED EQUAL. INSTALL AT LOCATIONS SHOWN ON PLAN AND ALL OTHER DISTURBED AREAS UNLESS OTHERWISE NOTED. INSTALL IN COMPLIANCE WITH SEEDING RATES, DATES, AND METHODS RECOMMENDED BY SUPPLIER, AND IN CONFORMANCE WITH SUDAS DIVISION 9, SECTION 9010, UNLESS OTHERWISE APPROVED BY LANDSCAPE ARCHITECT.
- NATIVE SHORTGRASS PRAIRIE MIX SHALL BE UNITED SEEDS "LOW GROW GRASS AND WILDFLOWER MIXTURE" (GO-IOWA CERTIFIED YELLOW TAG) OR APPROVED EQUAL. INSTALL IN COMPLIANCE WITH SEEDING RATES, DATES, AND METHODS RECOMMENDED BY SUPPLIER, AND IN CONFORMANCE WITH SUDAS DIVISION 9, SECTION 9010, UNLESS OTHERWISE APPROVED BY LANDSCAPE ARCHITECT.
- NATIVE WETLAND SEED MIX SHALL BE UNITED SEEDS "FLOODPLAIN MIXTURE" (GO-IOWA CERTIFIED YELLOW TAG) OR APPROVED EQUAL. INSTALL IN COMPLIANCE WITH SEEDING RATES, DATES, AND METHODS RECOMMENDED BY SUPPLIER, AND IN CONFORMANCE WITH SUDAS DIVISION 9, SECTION 9010, UNLESS OTHERWISE APPROVED BY LANDSCAPE ARCHITECT.
- THE CONTRACTOR SHALL PROVIDE A 12 MONTH WARRANTY ON LOW MAINTENANCE LAWN MIX AS DESCRIBED IN SUDAS SECTION 9010.

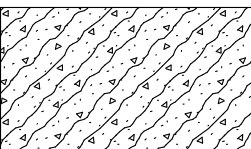
PLANT SCHEDULE					
DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
CAR AME	10	Carpinus caroliniana	American Hornbeam	B & B	1.75"Cal
GLE TTE	14	Gleditsia triacanthos inermis 'Sunburst'	Sunburst Honey Locust	B & B	1.75"Cal
GYM DIO	7	Gymnocladus dioica 'Espresso'	Kentucky Coffeetree	B & B	1.75"Cal
LIQ ROT	9	Liquidambar styraciflua 'Rotundiloba'	Round-Lobed Sweet Gum	B & B	1.75"Cal
QUE BIC	12	Quercus bicolor	Swamp White Oak	B & B	1.75"Cal
QUE RUB	14	Quercus rubra	Red Oak	B & B	1.75"Cal
EVERGREEN TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	SIZE
ABI CON	3	Abies concolor	White Fir	B & B	6' HT.
PIC ABI	3	Picea abies	Norway Spruce	B & B	6' HT.
TSU CAN	3	Tsuga canadensis	Canadian Hemlock	B & B	6' HT.
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	
LOW MAI	428,201.0 sf	Low Maintenance Lawn Mix	Low Maintenance Lawn Mix	SF	
SEE BEN	21,745.1 sf	Native Wetland Seed Mix	Native Wetland Seed Mix	SF	
SOD SO9	34,214.5 sf	Sod Grass	Sod Grass	SF	



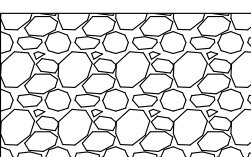
SOD



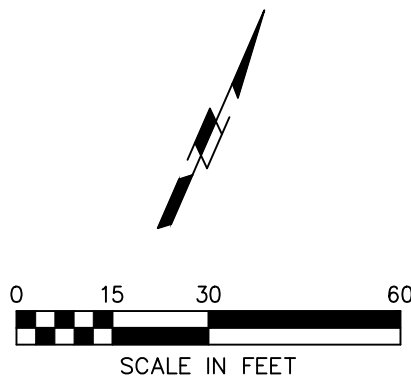
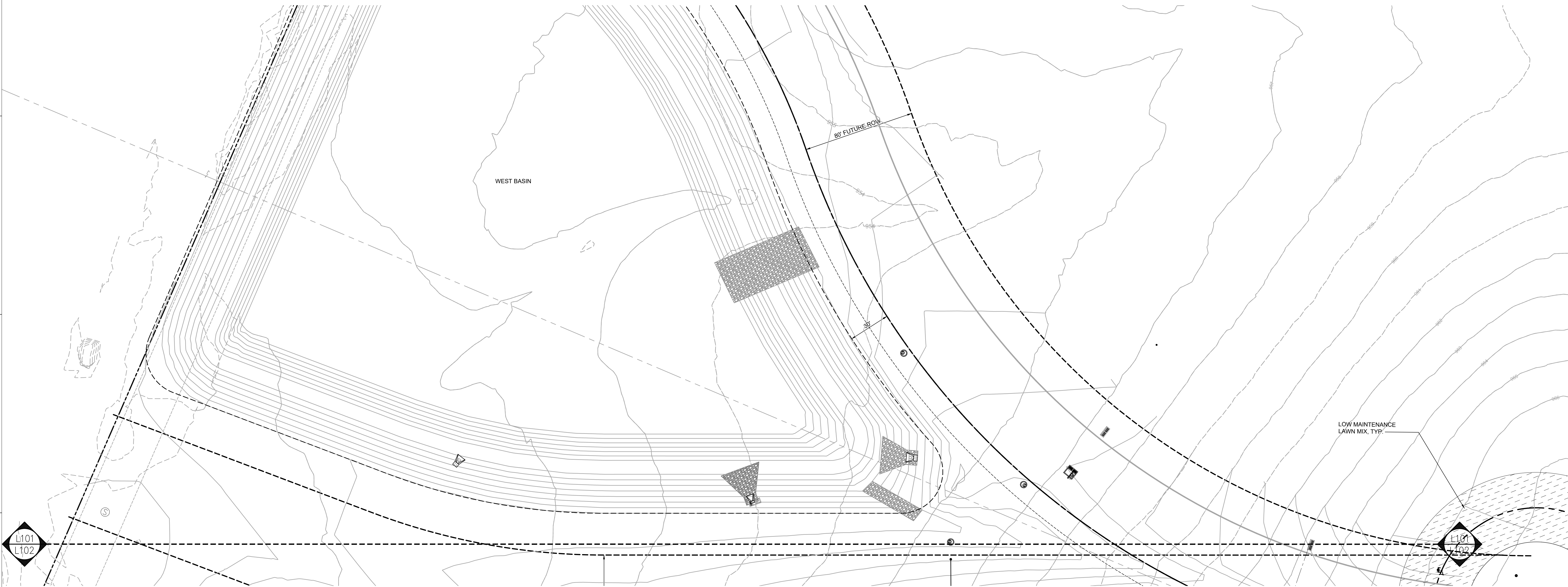
LOW MAINTENANCE LAWN MIX



NATIVE WETLAND SEED MIX



RIVER ROCK MULCH



LANDSCAPE PLAN

PRELIMINARY
- NOT FOR
CONSTRUCTION

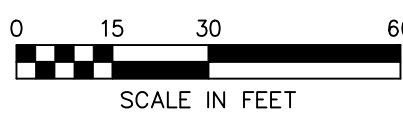
RYAN COMPANIES US, INC.
..... | BONDURANT, IOWA

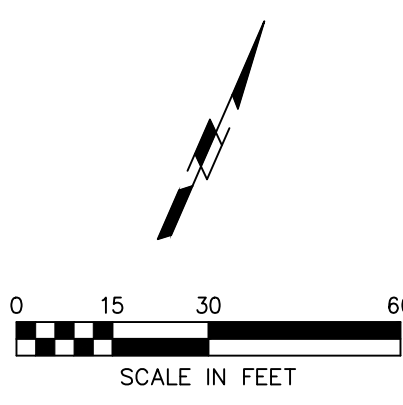
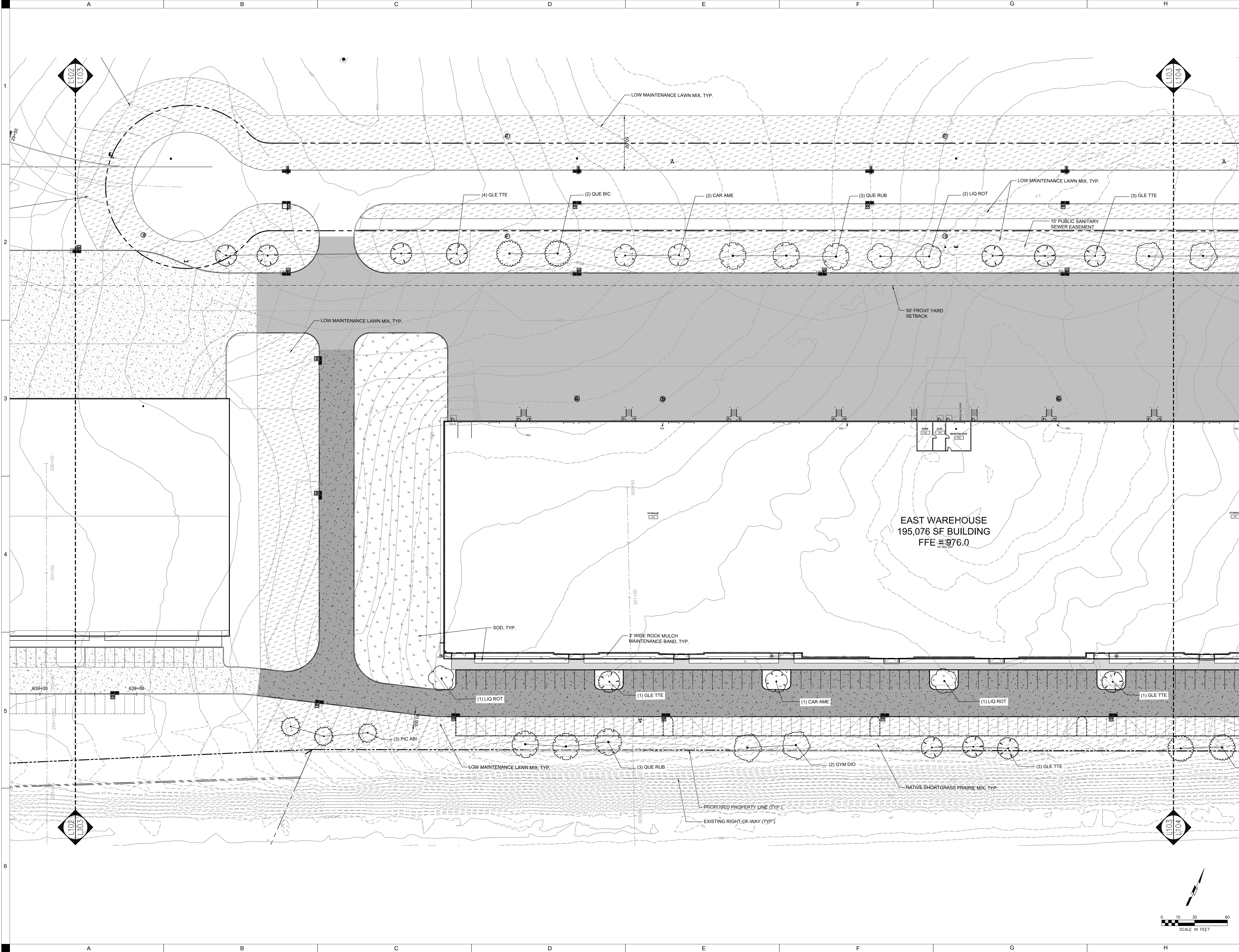
COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

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L101

DRAWN: EDR
APPROVED: CRE
ISSUED FOR: REVIEW
DATE: 03/24/2021
PROJECT NO: 419497-0
FIELD BOOK: --
CLIENT NO: --





LANDSCAPE PLAN

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COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

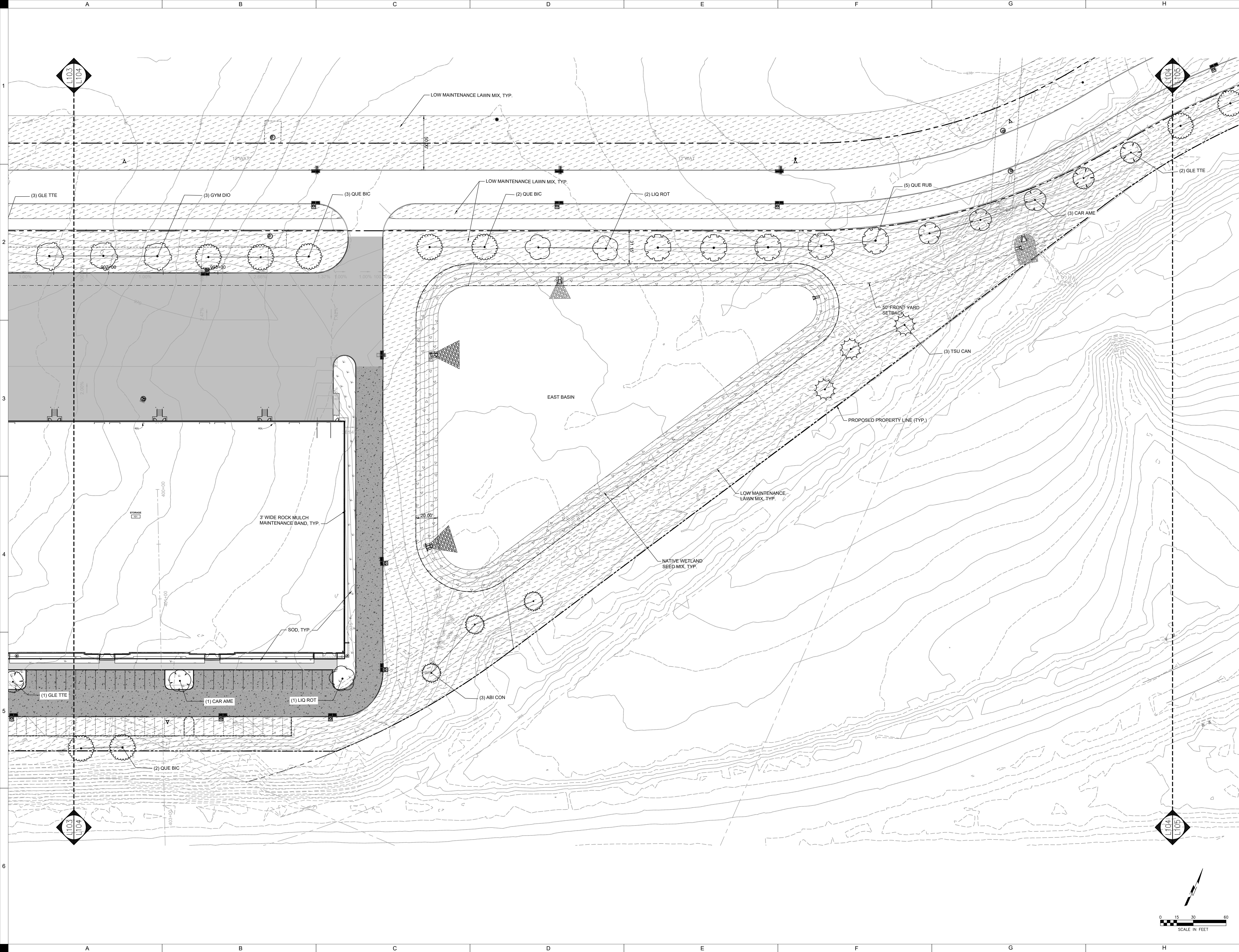
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DRAWN: EDR
APPROVED: GBE
ISSUED FOR REVIEW
DATE: 03/26/2024
PROJECT NO: 19104
FIELD BOOK: --
CLIENT NO: --

L103

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DATE: 03/26/2024



LANDSCAPE PLAN

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CONSTRUCTION

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APPROVED: GRE
ISSUED FOR REVIEW
DATE: 03/26/2024
PROJECT NO: 41947-0
FIELD BOOK: --
CLIENT NO: --

L104

COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

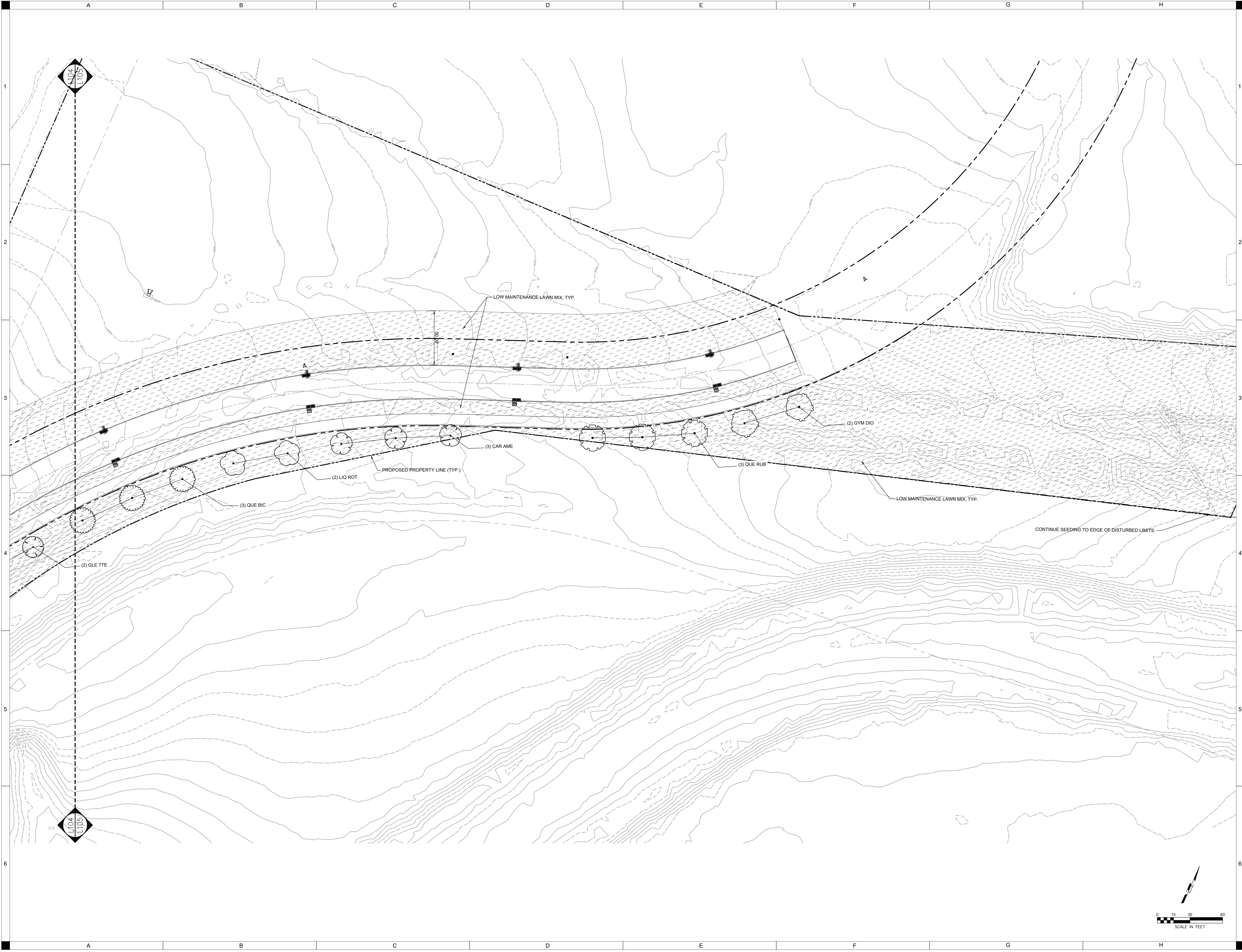
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PRELIMINARY
- NOT FOR
CONSTRUCTION

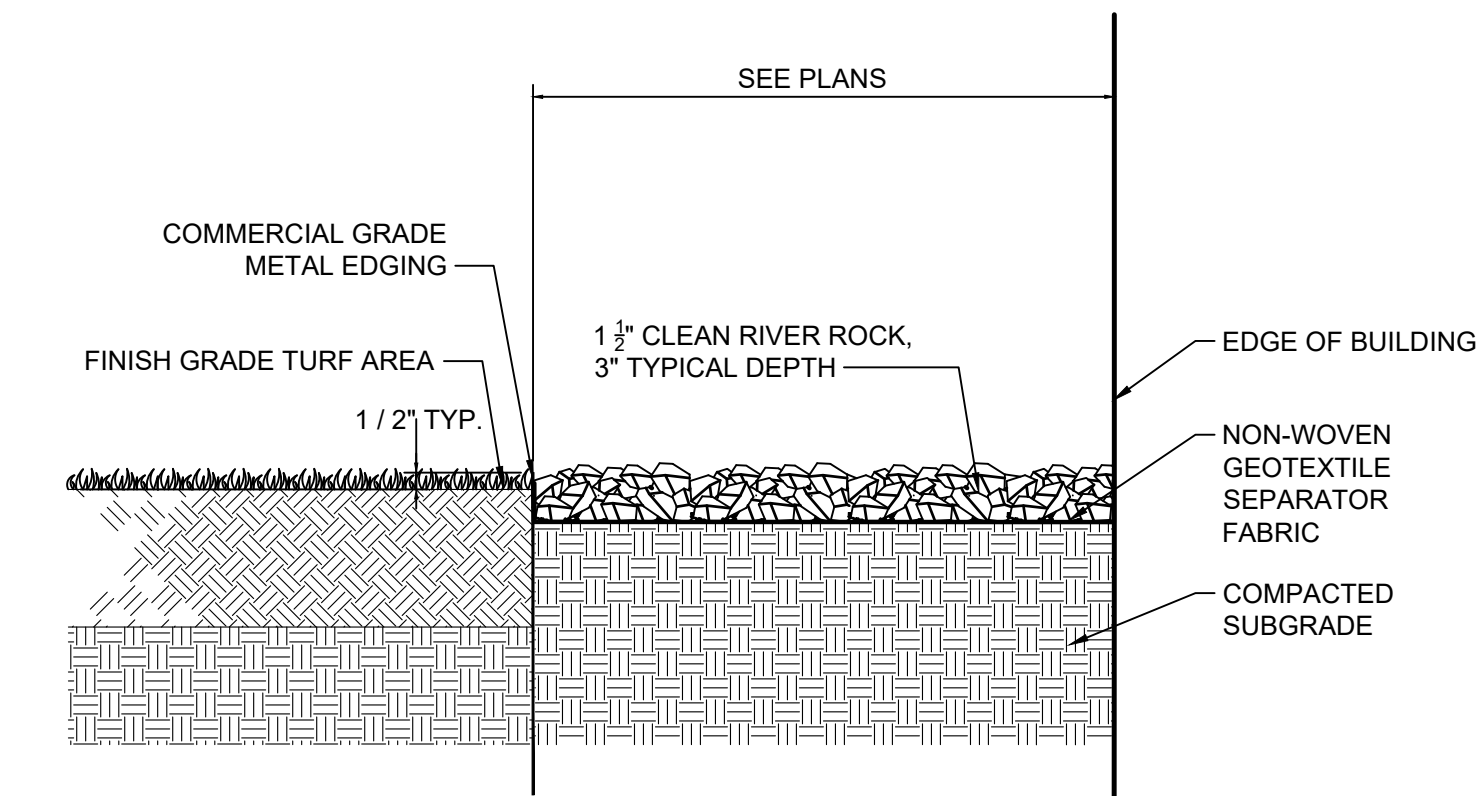
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ISSUED FOR:	REVIEW
DATE:	03/24/2021
PROJECT NO.:	419487-0
FIELD BOOK:	--

LANDSCAPE PLAN

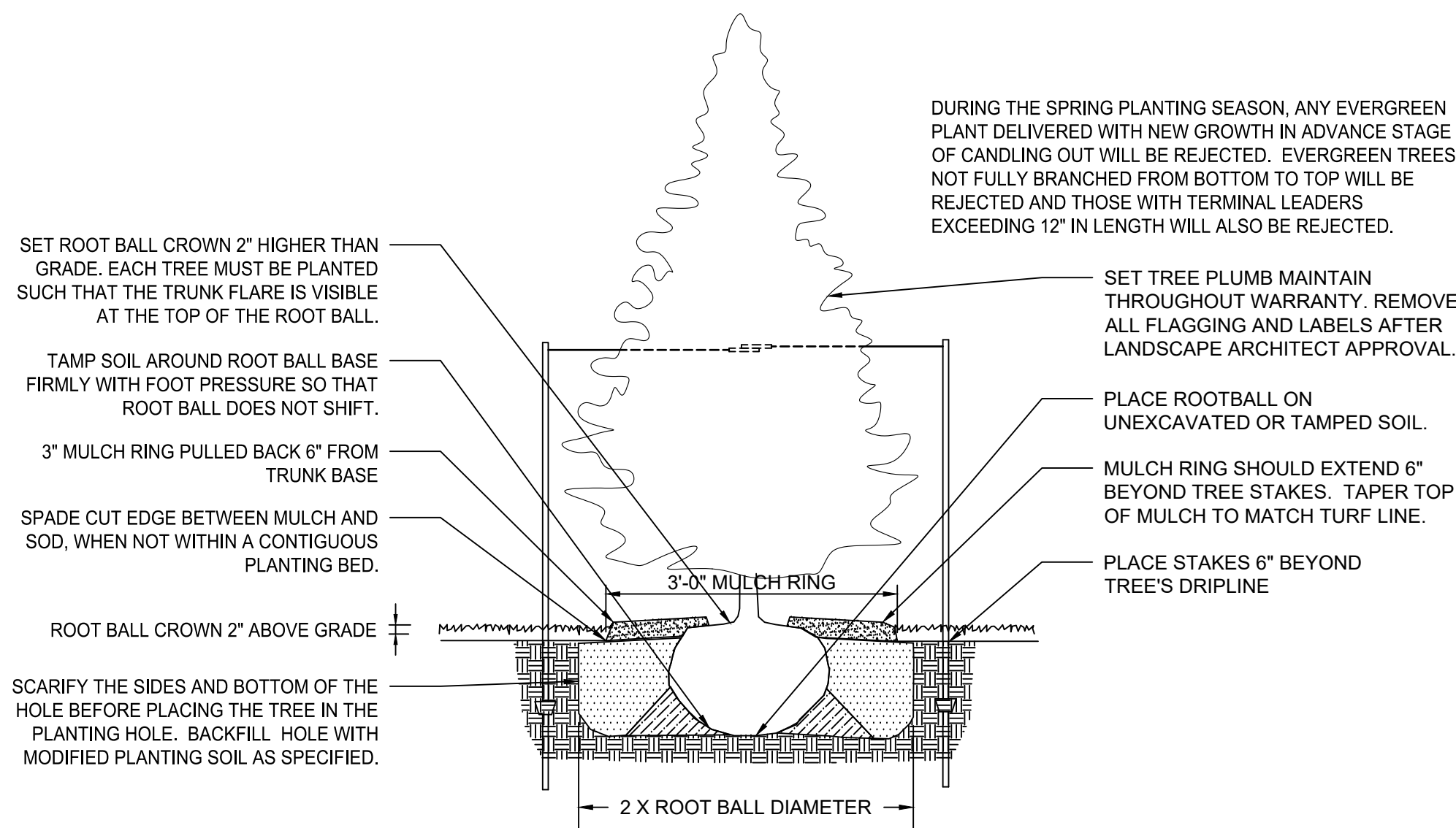
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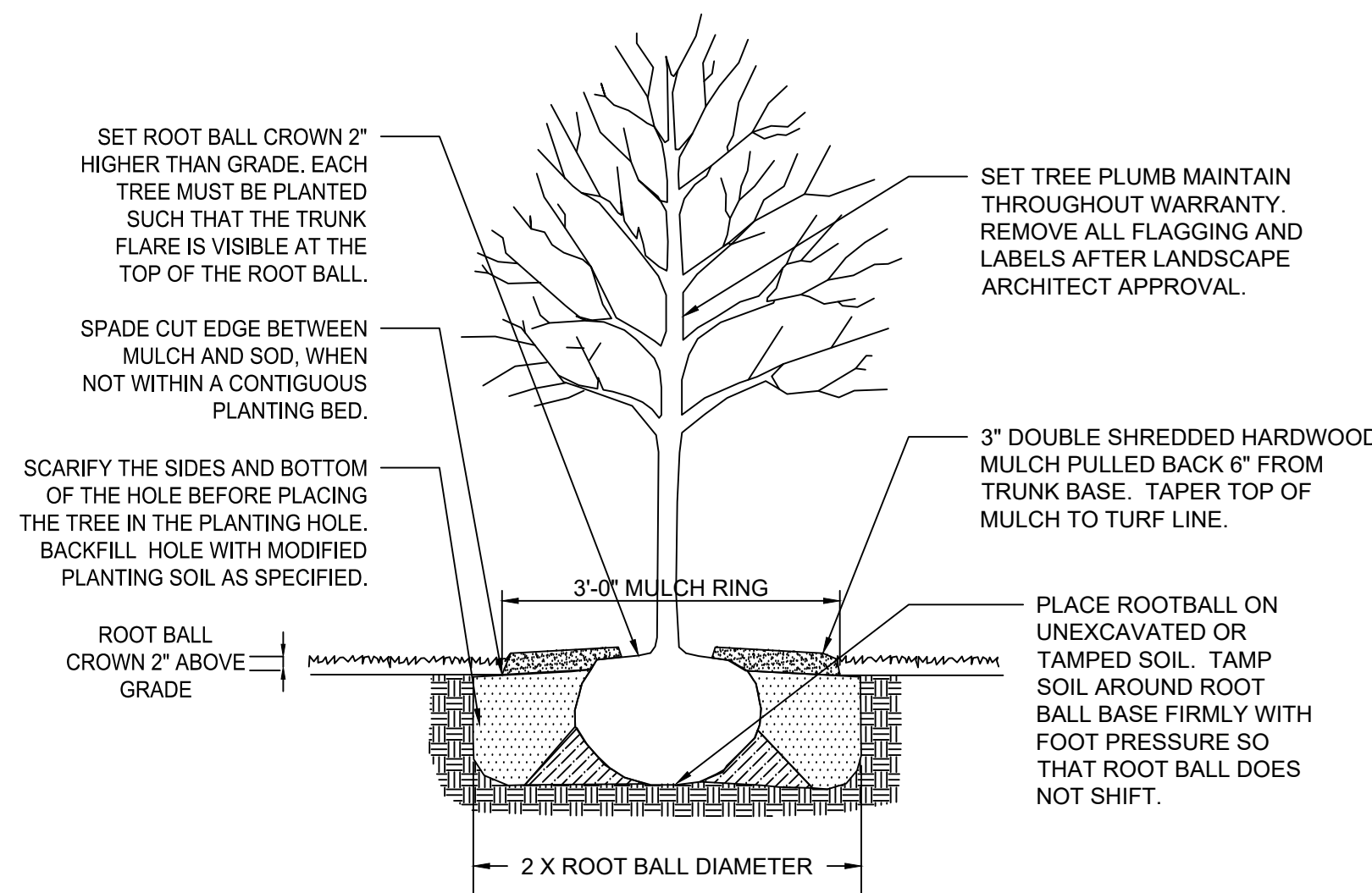
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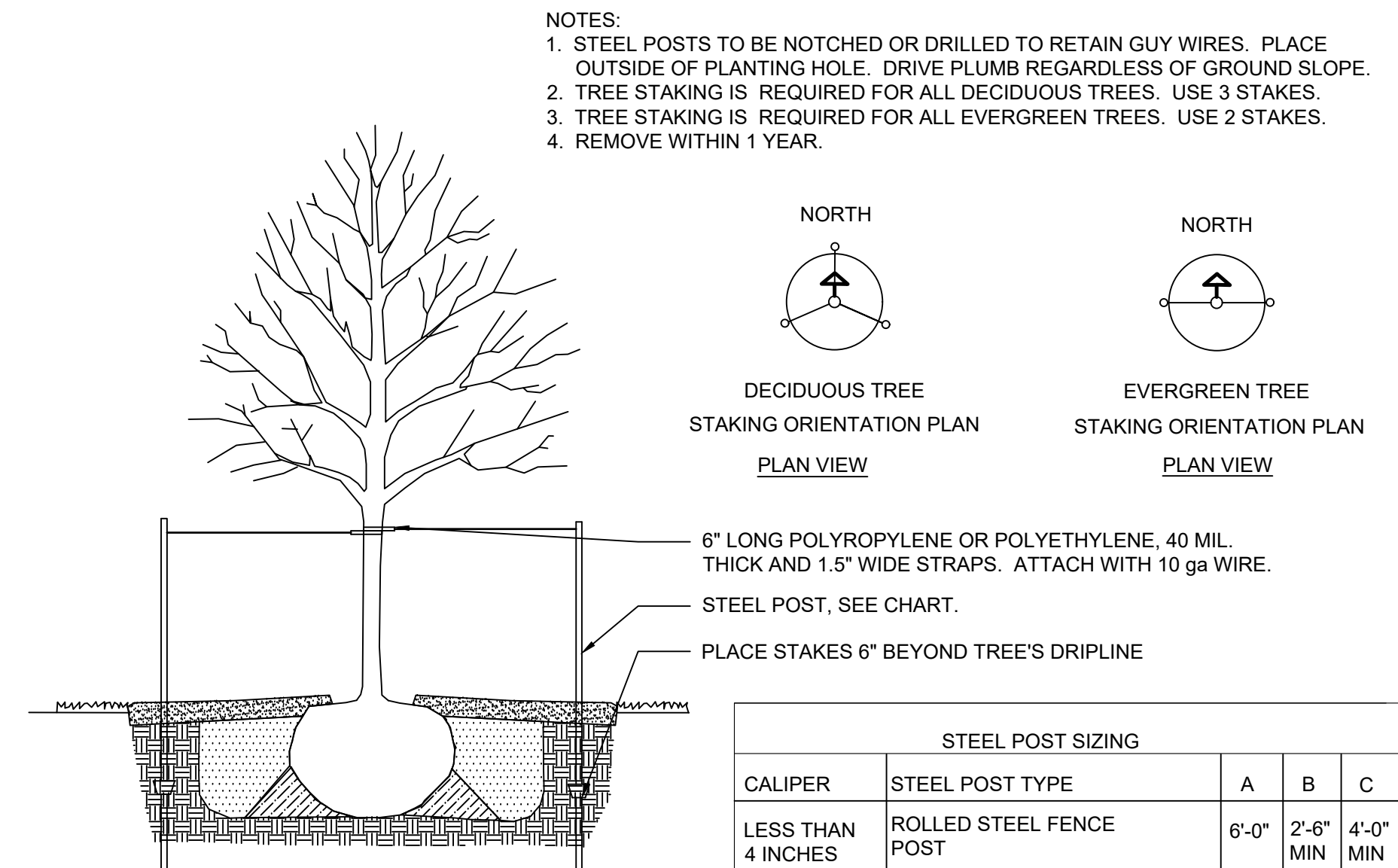
4 ROCK MULCH AREA
NOT TO SCALE



1 CONIFEROUS TREE PLANTING
NOT TO SCALE



2 DECIDUOUS TREE PLANTING
NOT TO SCALE



3 TREE STAKING DETAIL
NOT TO SCALE

PRELIMINARY
- NOT FOR
CONSTRUCTION

DRAWN: EDR
APPROVED: CRE
ISSUED FOR REVIEW
DATE: 03/24/2021
PROJECT NO: 419487-0
FIELD BOOK: 1
CLIENT NO: 1

LANDSCAPE
DETAILS

L106

COMMERCE CROSSINGS DEVELOPMENT - SITE PLAN

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

Item No. 8.d.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Site Plan for Bondurant Retail Building (100/104 Main St SE)

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The site plan shows a two-story building with restaurant, office, and retail space. The building elevations show a roof-top patio for the restaurant.

This land is currently owned by the City and is planned for development pursuant to a development agreement with Brad Lewis that was approved by the City Council on September 4, 2020.

Analysis:

Zoning – The land is zoned C-4, Central Business District, and the uses are consistent with the zoning. The zoning in this area specifically lists a variety of shops and restaurants.

Neighborhood Character – The buildings in the area are brick and the proposed elevations of this project show the use of brick on the Main Street and First Street facades. The back of the building facing the alley is a different material.

Utilities – The property is serviced by City water and sewer and will be connected to the new stormwater line that is currently being constructed in the downtown area. Because the property is in the downtown area, there is no ability to detain stormwater on site and therefore will connect into the stormwater system and shows no onsite stormwater detention.

COMMISSION REVIEW/RECOMMENDATION: The Planning and Zoning Commission reviewed the project at its April 15, 2021 meeting and recommends approval.

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-98
2. Bondurant Retail Building Site Plan
3. Bondurant Retail Building Elevations

CITY OF BONDURANT
RESOLUTION NO. 210419-98

RESOLUTION APPROVING BONDURANT RETAIL BUILDING SITE PLAN

WHEREAS, Snyder & Associates submitted the Bondurant Retail Building Site Plan; AND

WHEREAS, the Plan includes site demolition, layout, and the dimension plan; AND

WHEREAS, the Site Plan consists of a full two-story building with five or six tenants; AND

WHEREAS, Veenstra & Kimm has reviewed the Site Plan, AND

WHEREAS, the Planning and Zoning Commission review the plan at its April 15, 2021 meeting and recommends approval,

NOW, THEREFORE, BE IT RESOLVED, that the Planning and Zoning Commission recommends City Council approval of the Site Plan for the Bondurant Retail Building, subject to the following City Code/Policy clarification items being addressed:

Passed this 19th day of April 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				

SITE PLANS FOR BONDURANT RETAIL BUILDING

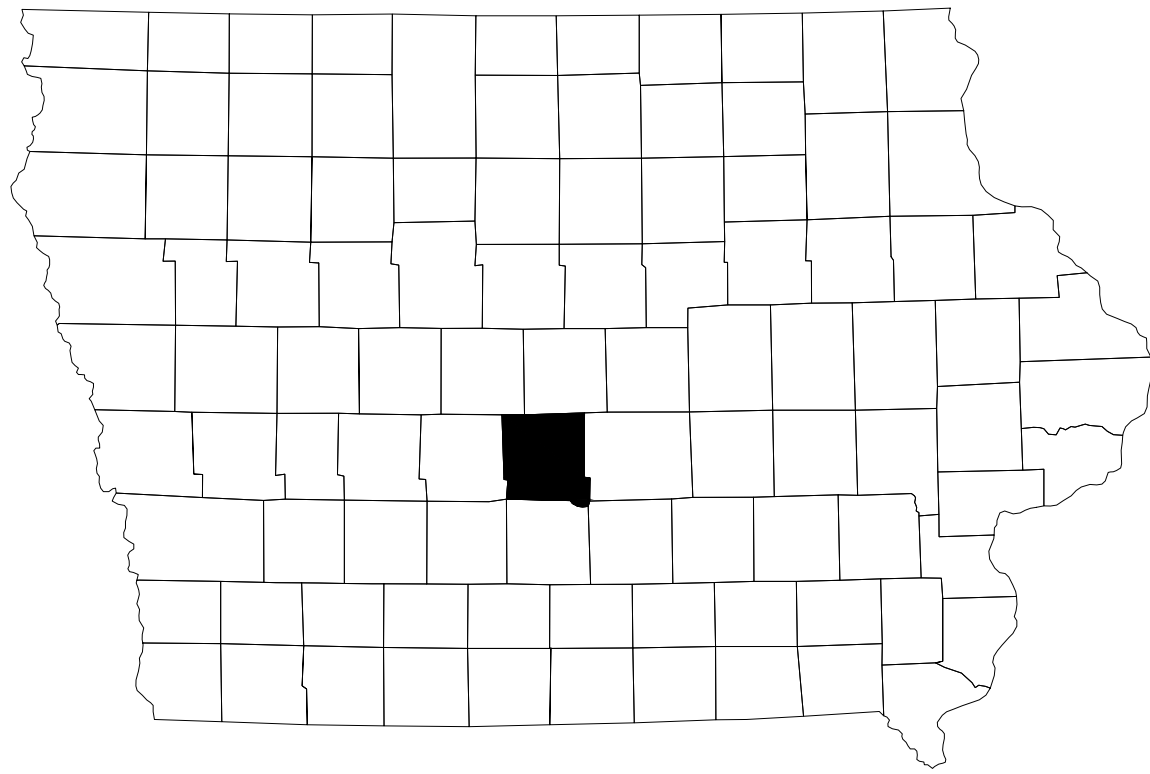
CITY OF BONDURANT, IOWA



NOT TO SCALE

INDEX OF SHEETS

Sheet Number	Sheet Title
C100	TITLE SHEET
C101	PROJECT INFORMATION
C200	SITE DEMOLITION, LAYOUT, & DIMENSION PLAN



VICINITY MAP



Project No: 1210233.01A

Sheet C100

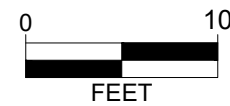
BONDURANT RETAIL BUILDING

TITLE SHEET

BONDURANT, IOWA

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

[illegible]



Project No: 121.0223.01A

Sheet C200

BONDURANT RETAIL BUILDING

SITE DEMOLITION, LAYOUT, & DIMENSION PLAN

SNYDER & ASSOCIATES, INC.

BONDURANT, IA

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

Sheet C200

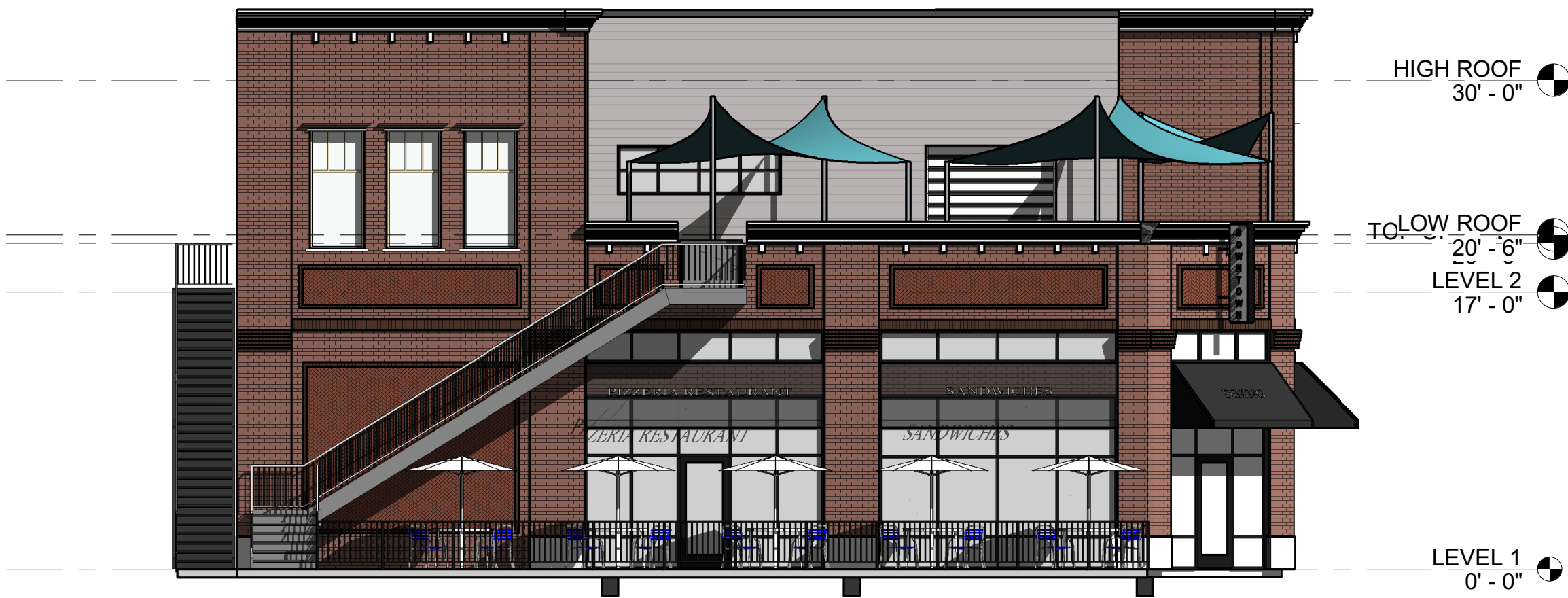
Project No:121.0223.01A

1. EXISTING FEATURE, PROTECT THE FOLLOWING:
 - A. EXISTING PAVEMENTS.
 - B. EXISTING UTILITIES.
 - C. EXISTING VEGETATION.
2. DEMOLITION, REMOVE AND DISPOSE OF THE FOLLOWING:
 - A. EXISTING SIDEWALK. SAWCUT TO FULL DEPTH. EXISTING CURB TO REMAIN AND BE PROTECTED AT ALL TIMES.
 - B. EXISTING POST INCLUDING FOOTING.
 - C. EXISTING 7" DEPTH PCC PAVEMENT. SAW CUT TO FULL DEPTH TO NEAREST JOINT.
3. PAVEMENTS, PROVIDE THE FOLLOWING:
 - A. 5" DEPTH PCC SIDEWALK.
 - B. 7" PCC PAVEMENT.
4. SITE AMENITIES, PROVIDE THE FOLLOWING:
 - A. BUILDING IMPROVEMENTS. REFER TO ARCHITECTURAL PLANS FOR ADDITIONAL INFORMATION.
5. SANITARY SEWER, PROVIDE THE FOLLOWING:
 - A. GREASE INTERCEPTOR TANKS. CONTRACTOR TO COORDINATE ALL ASPECTS OF UTILITY REQUIREMENTS WITH MECHANICAL AND PLUMBING PLANS.
6. ELECTRICAL SERVICE, PROVIDE THE FOLLOWING:
 - A. TRANSFORMER. REFER TO ELECTRICAL PLANS FOR ADDITIONAL INFORMATION. COORDINATE WITH UTILITY OWNER AND CITY PRIOR TO CONSTRUCTION.
7. WATER SERVICE, PROVIDE THE FOLLOWING:
 - A. CONNECT TO EXISTING 12" WATER SERVICE.
 - B. 6" WATER SERVICE TO BUILDING.
 - C. HYDRANT ASSEMBLY.
8. GAS SERVICE, PROVIDE THE FOLLOWING:
 - A. GAS SERVICE TO BUILDING.

BONDURANT RETAIL- OPTION E

FULL 2 STORY
5(or 6) TENANTS

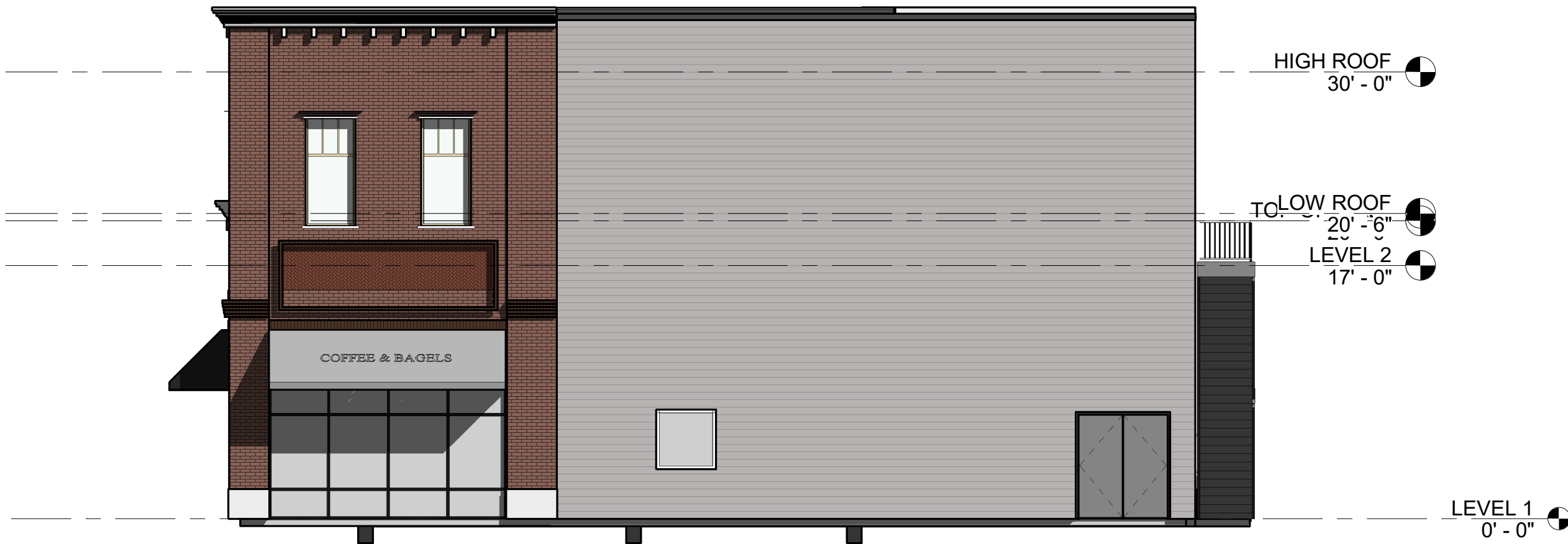
Preliminary
04/13/2021 9:54:32 AM



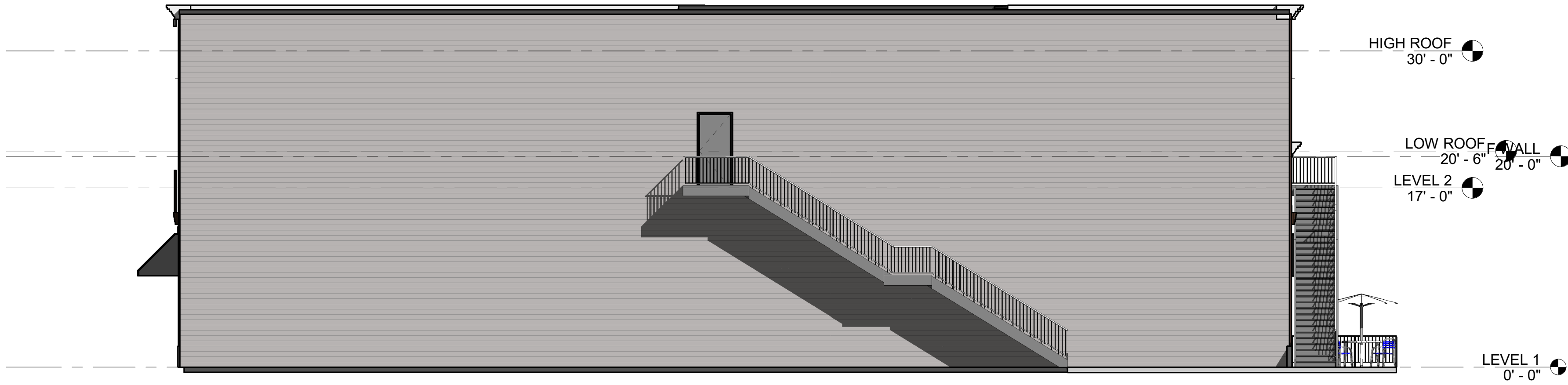
2 Building - East
SCALE: 1/8" = 1'-0"



1 Building - North
SCALE: 1/8" = 1'-0"



3 Building - West
SCALE: 1/8" = 1'-0"



4 Building - South
SCALE: 1/8" = 1'-0"



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

Item No. 8.e.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Highpoint Estates Preliminary Plat

CONTACT PERSON:

Marketa Oliver, City Administrator

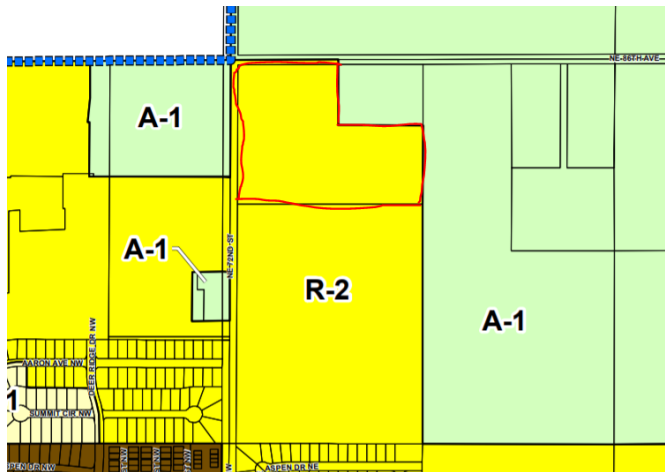
BRIEF HISTORY & ANALYSIS: DR Horton has submitted the Highpoint Estates Preliminary Plat for consideration. The plat was prepared by Stubbs Engineering. The preliminary plat shows 67 lots for single-family detached development.

This preliminary plat area is for a 22.2-acre area along Grant Street North and NE 86th Avenue; it should be noted that the street name of NE 86th Avenue is the street name assigned by Polk County when this stretch of street was situated outside of Bondurant's city limits – this NE 86th Avenue street area falls within the City's street name area of 16th Street NE so it is anticipated the street name will be changed to 16th Street NE when improvements are made to it.



This land is zoned as being within the City's Medium Density Residential (R-2) District per the rezoning request considered by the Commission on August 27th, 2020 and approved by Council on September 21st, 2020 by Ordinance #200921-217.

ZONING CLASSIFICATIONS	
A-1	AGRICULTURAL DISTRICT
R-1	LOW DENSITY RESIDENTIAL DISTRICT
R-2	MEDIUM DENSITY RESIDENTIAL DISTRICT
R-3	HIGH DENSITY RESIDENTIAL DISTRICT
R-4	MANUFACTURED HOUSING RESIDENTIAL DISTRICT
R-5	PLANNED UNIT DEVELOPMENT DISTRICT
C-1	TRANSITIONAL COMMERCIAL DISTRICT
C-2	GENERAL COMMERCIAL DISTRICT
C-4	CENTRAL BUSINESS DISTRICT
M-1	LIMITED INDUSTRIAL DISTRICT
M-2	MEDIUM INDUSTRIAL DISTRICT
U-1	CONSERVANCY DISTRICT



Analysis:

When considering subdivision plat requests, the Planning and Zoning Commission evaluated Future Land Use, Zoning, and Neighborhood Character; Parkland Dedication; Transportation, Sidewalks, Utilities, and Natural Features; and Comments from City Officials and Private Utilities.

Future Land Use (Comprehensive Plan), Zoning, and Neighborhood Character:

Future Land Use (Comprehensive Plan) – the use proposed is consistent with the City's Future Land Use Map included as part of the Comprehensive Plan, which guides for single-family use within the Highpoint Estates development area.

Zoning – the preliminary plat notes the correct zoning of Medium Density Residential (R-2). Review notes on this:

- The R-2 District allows for up to 6 dwelling units per acre. This plat has 3.02 per acre.
- The R-2 District requires a minimum lot size of 7,500 SF for a single-family detached lot. *The preliminary plat shows this item as being met, as lots will range in size from 7,686 SF-19,098 SF.*
- The R-2 District has minimum house size square footage requirements. *This topic will be reviewed at the building permit approval level for compliancy with Section 178.03.4.C.*
- The R-2 District requires a minimum lot width of 65' for non-corner lots and the Subdivision Code requires a minimum lot width of 80' for corner lots.
- The R-2 District requires the following minimum setback requirements:
 1. 30' front
 2. 35' rear
 3. A combined 15' side yard setback between the 2 side yards, with a minimum of 7' on each side for 2-3 story houses and a minimum of 5' on each side for 1-1.5 story houses.
- The R-2 District allows for structures to be up to 3 stories and they cannot be taller than 35'. *This is noted on the preliminary plat.*

Neighborhood Character – undeveloped agricultural land guided for reserve residential exists north of 16th Street NE, undeveloped agricultural land owned by the Bondurant-Farrar Community School District exists adjacent to the east, the High School and new Junior High site zoned as R-2 exists adjacent to the south, and the Sankey Summit Phase 2 Preliminary Plat area exists just west of Grant Street North. Schools are recognized as a permitted use of the R-2 District. All area uses appear to be complementary of the use proposed as part of this Highpoint Estates Preliminary Plat area.

Parkland Dedication:

Per Section 180.06.5 of the City's Subdivision Code, this Highpoint Estates Preliminary Plat will require either public parkland dedication in the amount of 1.005 acres or payment in-lieu of this 1.005 acres. The preliminary plat shows no public parkland dedication areas; as such, the developer must pay the required fee in lieu as required by Section 180.06.7 of the Subdivision Code – this has been factored in as part of the Commission's potential recommendation.

Transportation - The Highpoint Estates Preliminary Plat shows a street connection by Street A to the new 13th Street NE area being constructed as a result of the Junior High project. The plat originally showed a connection to the property recently purchased by

the School District to the east, however that connection has been removed.

The right-of-way of Grant Street North is and will be 100'-wide in this area. The City Engineer has noted this is satisfactory. The Highpoint Estates Preliminary Plat shows that 50' of width on the Highpoint Estates Preliminary Plat area will be dedicated for 16th Street NE (NE 86th Avenue) right-of-way use. The City Engineer has noted that this is satisfactory.

16th Street NE is currently unpaved. Once the City is in receipt of a final plat in this area showing more than 30 units, pavement of NE 86th Avenue will be required so that a second acceptable fire apparatus road exists in this subdivision area (Appendix D of Fire Code) – this has been factored in as part of the draft Commission recommendation.

Trails & Sidewalks – the preliminary plat does not label sidewalk widths, but it should be clarified that per Section 180.05.4.D, public sidewalks must be 5'-wide. The Planning and Zoning Commission recommended the Developer pay the cost of the 5-foot sidewalk along Grant Street into escrow and that be developed as part of a future urbanization of this corridor.

The City's Park, Trail & Greenway Master Plan shows a public trail along the Grant Street North right-of-way and the 16th Street NE (NE 86th Avenue) right-of-way.

Utilities –

Natural Features – this preliminary plat area is not located within FEMA's 100-year floodplain area nor is it located within the City's Stream Buffer Ordinance area.

Comments from City Officials and Utilities:

Per Section 180.04.10 of the City's Subdivision Code, utility companies, the School District, relevant City Departments, and the Post Office were notified of the Highpoint Estates Preliminary Plat. Below are comments received:

- **City Engineer** – Will be at the PZ meeting to discuss.
- **Public Works** – John Horton, Public Works Director, has reviewed the submitted site plan and has noted no concerns.
- **Fire Department** – reviewed and has noted the following:

1. Once the City is in receipt of a final plat in this area showing more than 30 units, pavement of NE 86th Avenue will be required so that a second acceptable fire apparatus road exists in this subdivision area (Appendix D of Fire Code).

- The preliminary plat must be updated to show hydrant coverage circles
- **Bondurant-Farrar Community School District** – is working with the developer on transportation matters.
- **Aureon** – noted they should be clear of the project.
- **MidAmerican Energy Company** – has requested the preliminary plat be updated to accommodate for additional easement areas.
- **Windstream** – provided area facility map.

COMMISSION REVIEW/RECOMMENDATION: The Planning and Zoning Commission recommends approval.

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-99
2. Highpoint Estates Preliminary Plat

CITY OF BONDURANT
RESOLUTION NO. 210419-99

RESOLUTION APPROVING HIGHPOINT ESTATES PRELIMINARY PLAT

WHEREAS, Stubbs Engineering submitted the Highpoint Estates Preliminary Plat described as follows:

PARCEL "O" OF PLAT OF SURVEY RECORDED IN BOOK 15115 PAGE 666 BEING A PART OF THE NORTHWEST $\frac{1}{4}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA.

WHEREAS, the developer is DR Horton.

WHEREAS, this preliminary plat area is zoned as being within the City's Medium Density Residential (R-2) District.

NOW, THEREFORE, BE IT RESOLVED, that the Planning and Zoning Commission recommends City Council approval of the Highpoint Estates Preliminary Plat, subject to the following City Code/Policy clarification items being addressed:

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa that the City does hereby approve the Highpoint Estates Preliminary Plat, subject to the following City Code/Policy clarification items being addressed:

1. That the Developer pay the amount for a 5-foot sidewalk along Grant street, that will be developed at some future point in time when the street is urbanized; and
2. That the Developer pay for the appropriate share of the 86th Street/16th Street development.
3. That as required by Section 180.06.8.B of the Subdivision Code, payment in lieu of the required public parkland dedication is required prior to final plat approval since no public parkland is proposed. Per Section 180.06.7, a mutually appointed Appraiser will determine the fair market valuation for such required fee and the developer shall pay any expenses accrued in the determination of the payment amount.
4. Once the City is in receipt of a final plat in this area showing more than 30 units, pavement of NE 86th Avenue will be required so that a second acceptable fire apparatus road exists in this subdivision area (Appendix D of Fire Code); and
5. That the Developer work with the City Engineer to determine optimum grades on the Grant Street side to most effectively drain stormwater while also facilitating plans for future urbanization.

Passed this 19th day of April 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				

UTILITY NOTE:

UTILITIES LOCATIONS ARE TAKEN FROM PUBLIC RECORDS AND FIELD SURVEYS. THE SURVEYOR AND ENGINEER MAKE NO GUARANTEE THAT ALL UTILITIES IN THE AREA ARE SHOWN. THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH IF ANY ADDITIONAL UTILITIES OTHER THAN THE ONES SHOWN ON THE PLANS ARE PRESENT IN THE FIELD.

LEGAL DESCRIPTIONS:

PARCEL "O" OF PLAT OF SURVEY RECORDED IN BOOK 15115 PAGE 666 BEING A PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA.

ZONING:
R-2 MEDIUM DENSITY RESIDENTIAL

SITE AREA:

22.2 ACRES (966,879.6 SQ FT)

BULK REGULATIONS:

R-2
MINIMUM LOT AREA: 7,500 SQ. FT.
10,000 SQ. FT. FOR TWO FAMILY DWELLINGS
ADD 2,000 SQ. FT. FOR EACH ADDITIONAL UNIT
MINIMUM LOT WIDTH: 65 FT. SINGLE FAMILY
85 FT. TWO FAMILY
ADD 20 FT. FOR EVERY ADDITIONAL UNIT
75 FT. FOR CORNER LOTS

SETBACKS:
FRONT YARD: 30 FT.
SIDE YARD: 15 FT. TOTAL SIDE YARD, 5 FT. MIN ON EACH SIDE, 1 & 1 ½ STORIES
15 FT. TOTAL SIDE YARD, 7 FT. MIN ON EACH SIDE, 2 & 3 STORIES
REAR YARD: 35 FT.

HEIGHT:
MAXIMUM HEIGHT: 35 FT.
MAXIMUM NUMBER OF STORIES: 3 STORIES

PRELIMINARY PLAT
FOR
HIGHPOINT ESTATES
BONDURANT, IA

PREPARED BY
STUBBS ENGINEERING

VICINITY MAP



SHEET INDEX:

- 1 - COVER SHEET
- 2 - LOT LAYOUT
- 3 - HYDRANT COVERAGE
- 4 - GRADING & UTILITIES

OWNER:

CLASSIC HOLDING LLC
1910 SW PLAZA SHOPS LN
ANKENY, IA 50023

DEVELOPER:

DR HORTON
1910 SW PLAZA SHOPS LN
ANKENY, IA 50023
CONTACT: JOSH MOULTON
PHONE: (515) 620-4240

ENGINEER:

STUBBS ENGINEERING
431 NE 72ND ST
PLEASANT HILL, IA 50327
CONTACT: BRANDEN STUBBS
PHONE: (515) 979-8499

HIGHPOINT ESTATES
BONDURANT, IA

STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979 - 8499



COVER SHEET

- LEGEND:
- E W- EXISTING WATER
 - E ST- EXISTING STORM
 - E SS- EXISTING SANITARY
 - P W- PROPOSED WATER
 - P ST- PROPOSED STORM
 - P SS- PROPOSED SANITARY
 - ⦿ FIRE HYDRANT
 - ⦿ WATER MAIN VALVE
 - ⦿ STORM INTAKE
 - ⦿ STORM FLARED END
 - ⦿ STORM MANHOLE
 - ⦿ SANITARY MANHOLE
 - ⦿ STREET LIGHT



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.

BRANDEN W. STUBBS, P.E. DATE

LICENSE NUMBER 25335

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:

DATE: 04/16/21

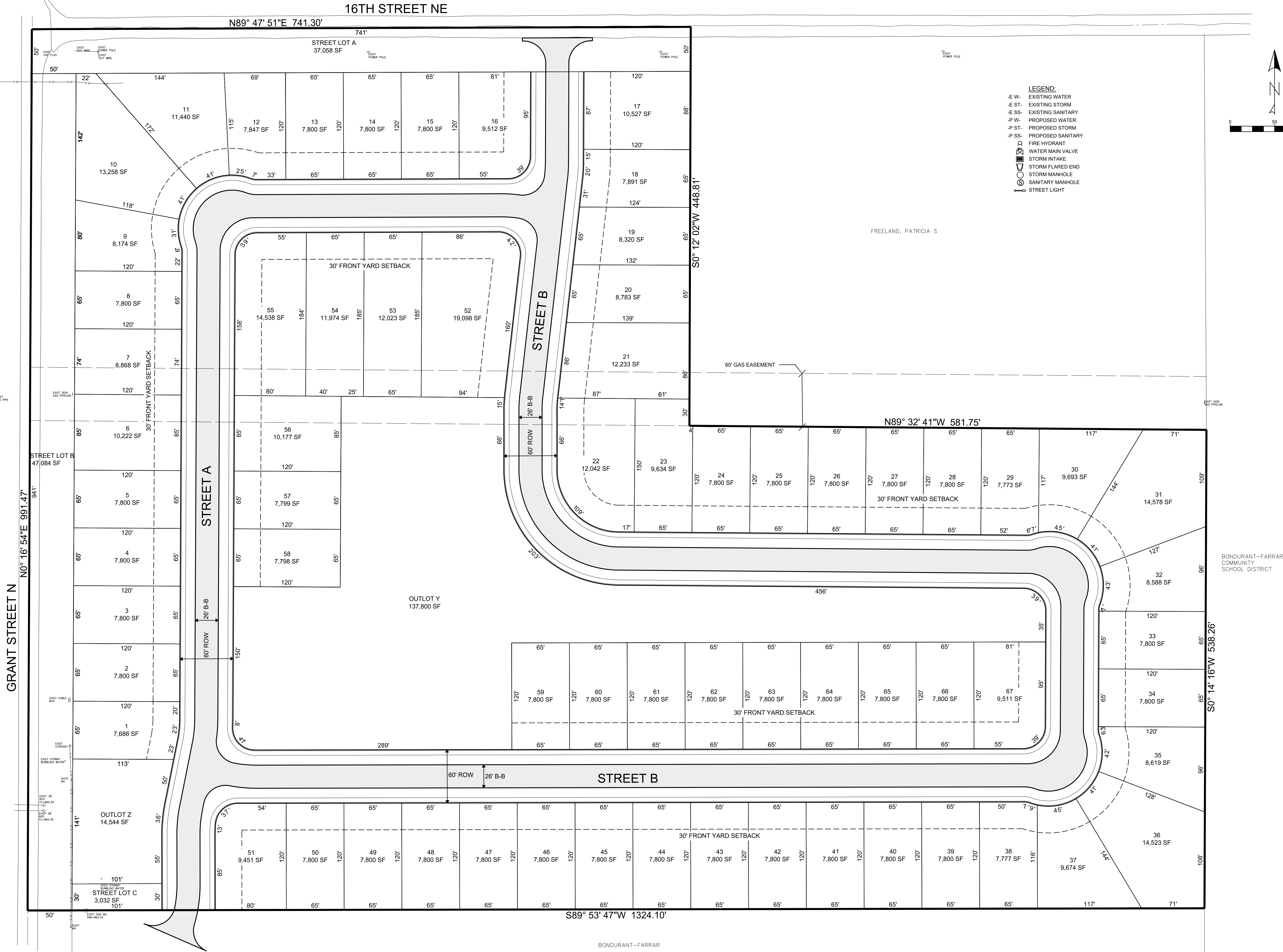
DRAWN BY: YBA

ENGINEER: BWS

PROJECT NUMBER: 21-090

PAGE NUMBER:

1



HIGHPOINT ESTATES
BONDURANT, IA

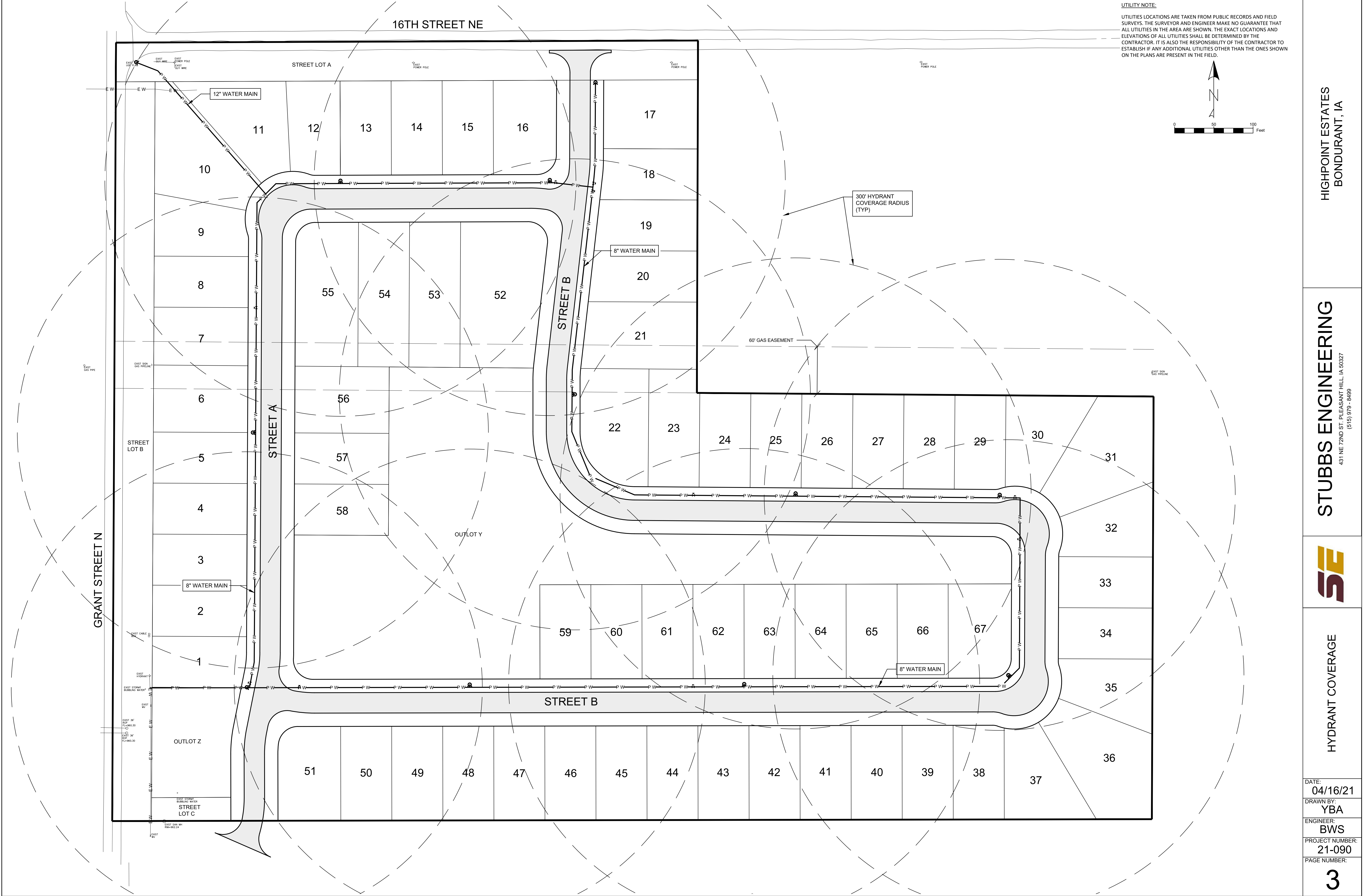
STUBBS ENGINEERING

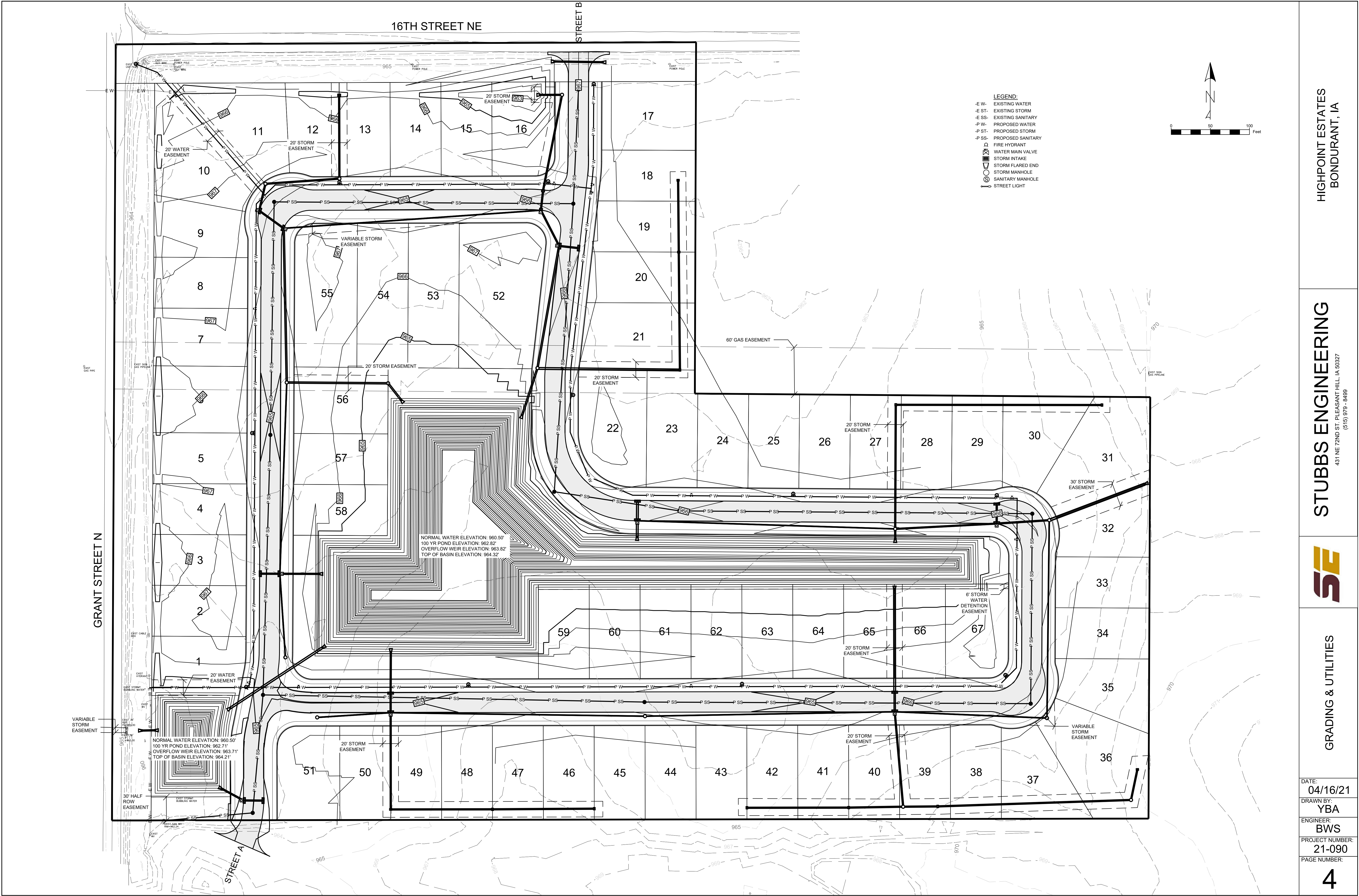


LOT LAYOUT

DATE:
04/16/21
DRAWN BY:
YBA
ENGINEER:
BWS
PROJECT NUMBER:
21-090
PAGE NUMBER:

2







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

Item No. 8.f.
For Meeting of 4/19/2021
Resolution

TITLE: Resolution approving Site Plan for 96 Paine Circle SE

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant is in receipt of a site plan for review by the Planning and Zoning Commission and City Council for development on a 1.13-acre site at 96 Paine Circle SE. The enclosed site plan shows construction of an 8,092 SF building on this parcel. This building will have 5 tenant spaces – 3 of which will be for general office areas and 2 of which will be for restaurant use. The property is planned for either a pick-up window, as is used in an adjacent property or a drive thru; if drive thru, conditional use permit through BOA. Below is an area map with 96 Paine Circle SE highlighted – it should be noted that this aerial imagery is outdated in that the new Hawthorne Crossing Drive SE street extension now exists along this property's east property line.



This site is located in the Bondurant Commercial Business Park and is zoned as being within the City's General Commercial (C-2) District.

When the Planning and 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:

This uses proposed at 96 Paine Circle SE are consistent with the current zoning designation of General Commercial (C-2); as such, no rezoning or update of the City's Future Land Use Map is required as part of this site plan review and approval process.

Consistency with the City's Zoning Code:

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

- **General Commercial (C-2) Use & Bulk:**

1. Per Section 178.08.1.41 of the Zoning Code, professional offices are a permitted use of the C-2 District.
2. Per Section 178.08.1.46 of the Zoning Code, restaurants/cafés/taverns are a permitted use of the C-2 District.
3. The site plan shows that a pick-up window is proposed. Section 178.08.3.J of the Zoning Code requires a Conditional Use Permit be obtained by the City's Board of Adjustment is a drive-through use is proposed. A Zoning Code clarification item has been factored in as part of the potential P&Z recommendation to ensure that the developer does not utilize the pick-up window for drive-through use. A drive-through use has an exterior menu board and involves on-site interaction when patrons order food.
4. The site plan shows that the minimum 30' front yard setbacks (east, west, and south) will be met. The site plan also shows the minimum 25' rear yard setback along the north property line will be met.

- **Parking/Drive Areas:**

1. The site plan shows that all parking/drive areas will be paved, as is required by Section 177.10.2 of the Zoning Code.
2. The submitted site plan shows the following Section 177.10.8 of the Zoning Code requirement as being met: parking spaces required shall be provided with bumper guards, raise curbing, or equivalent.
3. Section 177.09 regulates minimum parking stall counts as follows for the proposed uses on site:
 - At least 1 parking space per each 200 SF of gross floor area for professional offices.
 - Once further information is provided on the restaurant uses proposed, determine if A or B of Section 177.09.11 applies.

4. Section 177.08 of the Zoning Code regulates minimum off-street loading spaces required. None are required for this development, as the structure will be under 10,000 SF.
 5. No traffic impact study was required for this development project, as the use proposed will not draw traffic counts that require such study.
- **Stormwater, Utilities, & Natural Features:**
 1. The City engineer review the stormwater information.
 2. This site is not located in FEMA's 100-year floodplain district.
 3. This site is not located within the City's Stream Buffer Ordinance area.
 4. Page 5 contains the required utility plan,
 - **Landscaping Plan**
 1. Page 6 of the submitted site plan contains the required landscaping plan.
 - General trees – this site contains 643 lineal feet of street frontage along the three street frontages, meaning that 13 general trees are required on-site ($643/50 = 13$). The builder should confirm that at least 13 trees will be planted within the required 30' front yard setback areas.
 - Interior trees – required at a rate of at least 1 per each 18 required parking spaces. Interior parking lot trees must be installed in parking lot islands. These islands must be raised with curbing. Islands containing trees must be at least 36 SF per tree and must also be 5'-wide. Requirements need to be confirmed with the builder.
 - Applicant needs to confirm tree types will be met (deciduous shade, evergreen, etc.)
 - Site plan notes 31% of open space provided.
 - **Architectural Elevations:**
 1. The submitted elevations show that the roof mechanicals proposed will be screened, as is required per Section 179.01.2.1.1 of the Zoning Code.
 2. Since this building falls within 500' of the Highway 65 right-of-way, the following Overlay building material/design requirements shall apply to this development:
 - All buildings must be designed to minimize large single-plane walls and boxy appearance through the use of pitched roofs, dormers, cupulas, multiple rooflines, and relief in long wall expanses. *To meet this code requirement, the submitted elevations show changes in material, color, and/or texture along all elevations.*
 - The structure's facades facing Paine Circle SE, Paine Street SE, and Hawthorne Crossing Drive SE must be comprised of at least 2 primary building materials together comprising at least 50% of each of these faces. Limited building materials may only be used for 10% of these street-facing facades. Applicant should confirm that these materials will be met.

- The rear north elevation must incorporate at least 1 primary or secondary building material comprising at least 80% of this façade and limited materials cannot be used as more than 20%. Applicant should confirm that these materials will be met.
- **Other Site Plan Features:**
 1. The site plan shows that an exterior dumpster is proposed. The site plan notes this dumpster will be fully enclosed and screened with fencing.
 2. Per Section 177.10.3 of the Zoning Code, any lighting used to illuminate parking lots shall be arranged as to reflect the light away from adjoining R Districts.
 3. All signage is reviewed and approved separately from site plan approval. Sign contractor will need to obtain required sign permit(s) prior to sign installation.
 4. The site plan shows 5'-wide public sidewalks along all three street frontages.

Comments from City Officials:

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

- **City Engineering** – Bob Veenstra, City Engineer, has reviewed the submitted site plan and his letter is attached.
- **Public Works** – John Horton, Public Works Director, has reviewed the submitted site plan and has noted no concerns.
- **Fire Department** – Fire Chief Kreuder has reviewed the submitted site plan and has noted no concerns.

COMMISSION REVIEW/RECOMMENDATION: The Planning and Zoning Commission recommends approval with following conditions:

1. Provide a more adequate freeboard by adding one to two inches.
2. Install a trash guard on the orifice.
3. Deny a variance, if requested, to allow a drive thru due to the lack of queuing space. (The Commission had no problems with a pick-up window that has no

exterior menu board and no on-site customer interaction when the patron orders.)

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 210419-100
2. 96 Paine Circle Site Plan
3. V&K Letter
4. Floor Plan & Elevations

CITY OF BONDURANT
RESOLUTION NO. 210419-100

RESOLUTION REGARDING RECOMMENDED APPROVAL OF THE SITE PLAN AT
96 PAINE CIRCLE SE

WHEREAS, Civil Design Advantage (CDA) submitted the site plan for 96 Paine Circle SE; AND

WHEREAS, the developer is T2 Holdings LLC; AND

WHEREAS, the zoning for the property is General Commercial (C-2) and offices are restaurants are a permitted use per 178.08.1.41 and 46 of the Zoning Code; AND

NOW, THEREFORE, BE IT RESOLVED, that the City Council approves the site plan for 96 Paine Circle SE, subject to the following:

- 1.) Provide a more adequate freeboard by adding one to two inches.
- 2.) Install a trash guard on the orifice.
- 3.) Deny a variance, if requested, to allow a drive thru due to the lack of queuing space.

Passed this 19th day of April 2021,

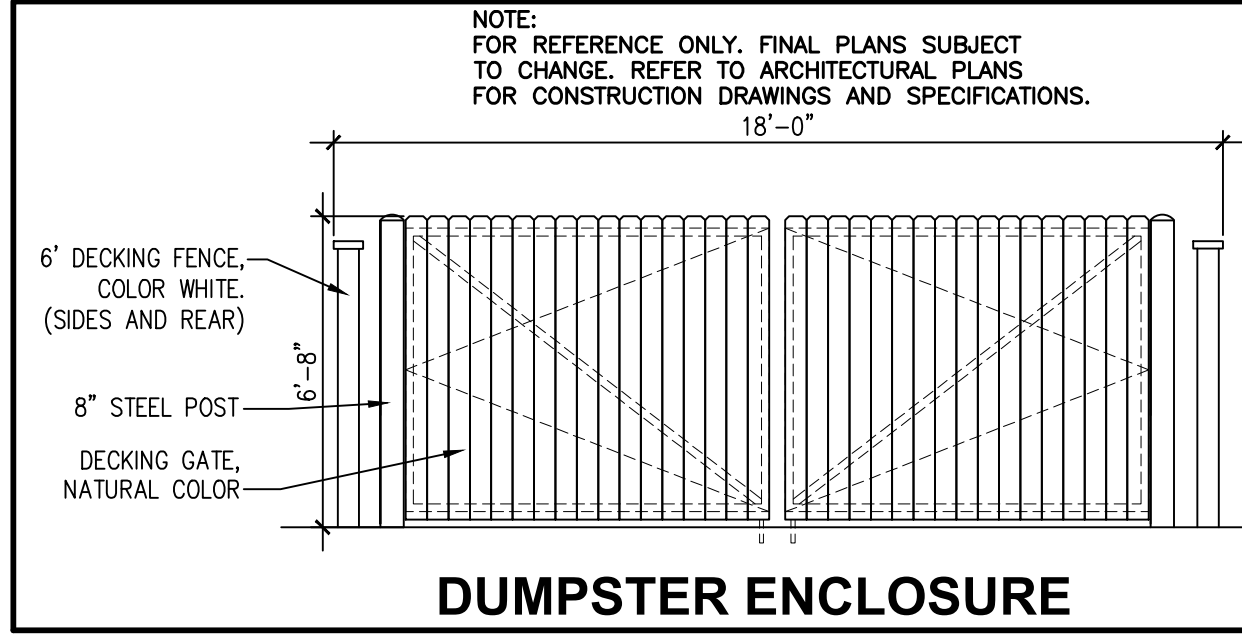
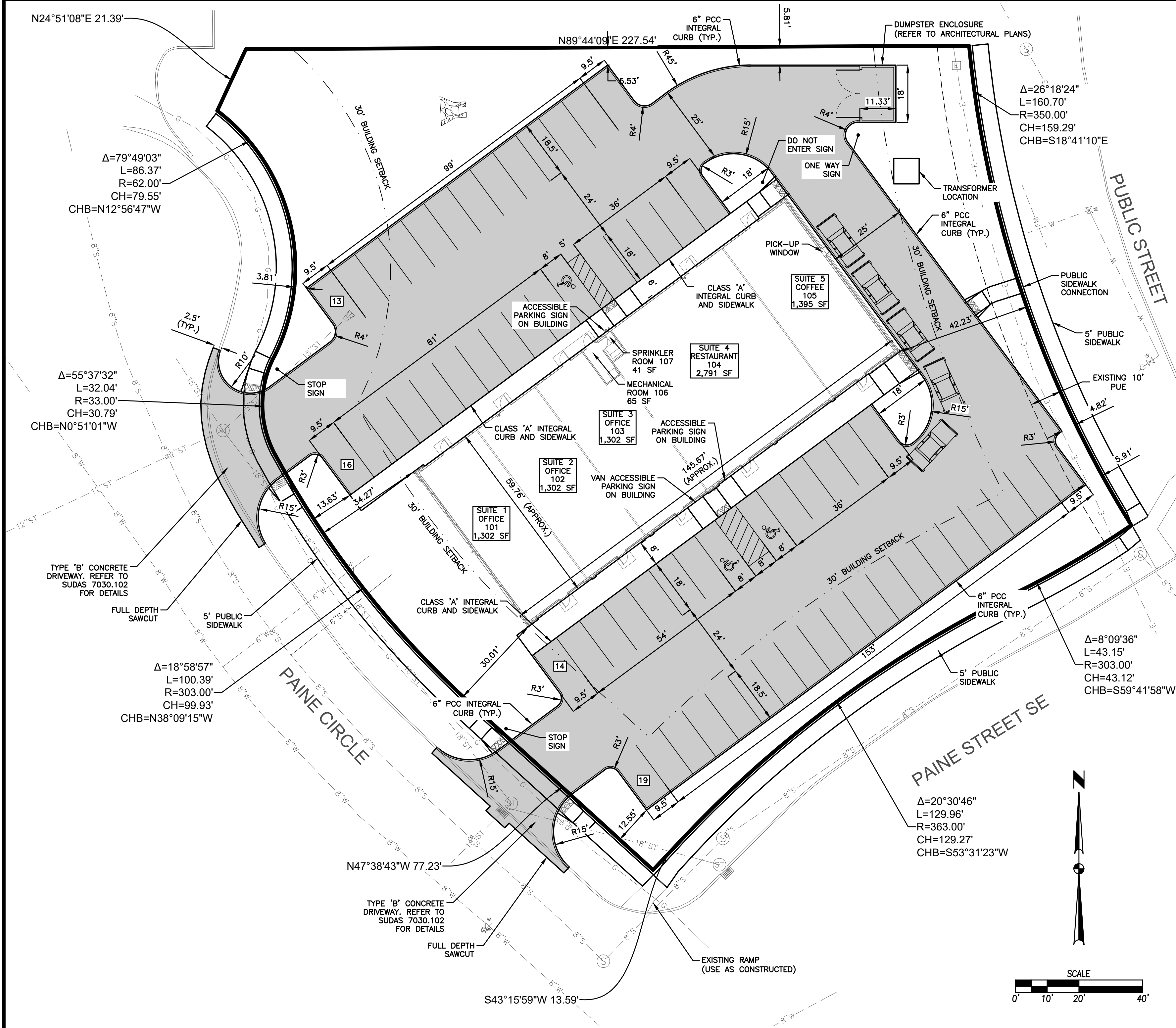
By: _____
Curt Sullivan, Mayor

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				
Peffer				
Enos				
McKenzie				
Elrod				



GENERAL NOTES

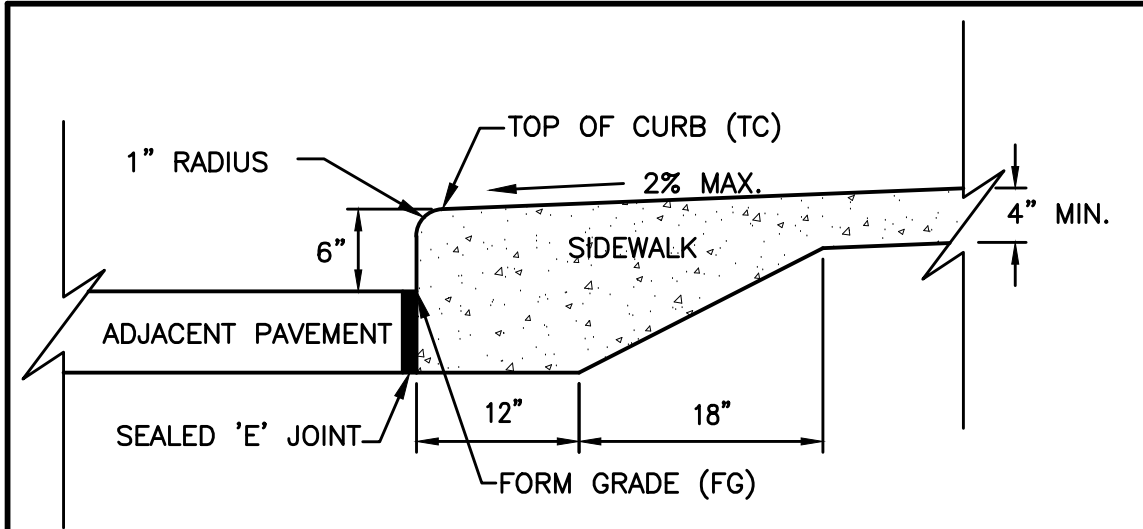
1. THE 2021 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
2. ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES.
3. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES 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 MATERIAL 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, 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 SCOUR STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SCOUR STOP PRODUCT SPECIFICATIONS.
19. ALL PERMITS AND ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

TRAFFIC CONTROL NOTES

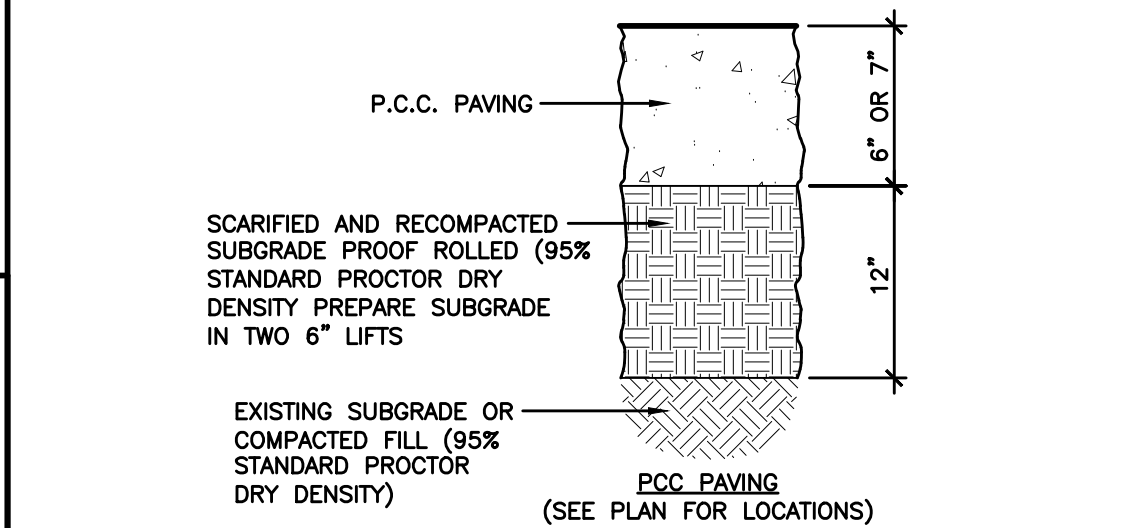
1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY R.O.W. OR LANE CLOSURES.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING 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. SIGNAGE AND TEMPORARY PEDESTRIAN ACCESS ROUTE THROUGH THE CONSTRUCTION AREA SHALL MEET THE REQUIREMENTS OF PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), SECTION R205 AND IOWA DOT DESIGN MANUAL, CHAPTER 12A-4.
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.

PAVEMENT THICKNESS

- | | |
|-------------------------------------|-----------|
| 1. SIDEWALKS | 4" P.P.C. |
| 2. PAVEMENT IN R.O.W. | 7" P.C.C. |
| 3. DRIVEWAY AND PARKING AREAS | 6" P.C.C. |
| 4. DUMPSTER ENCLOSURE AND FRONT 20' | 8" P.C.C. |

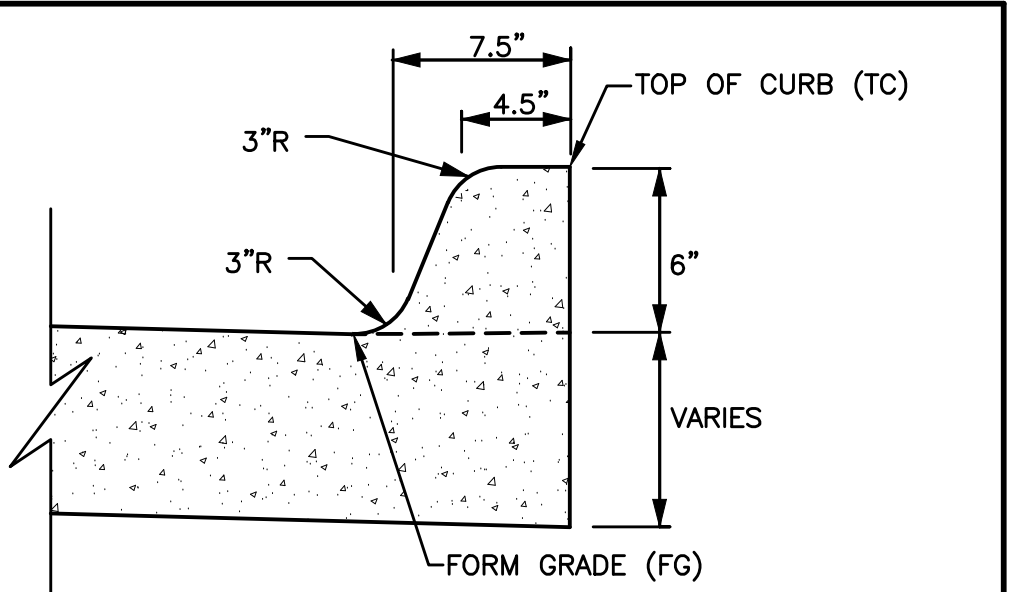


CLASS 'A' INTEGRAL CURB AND SIDEWALK DETAIL

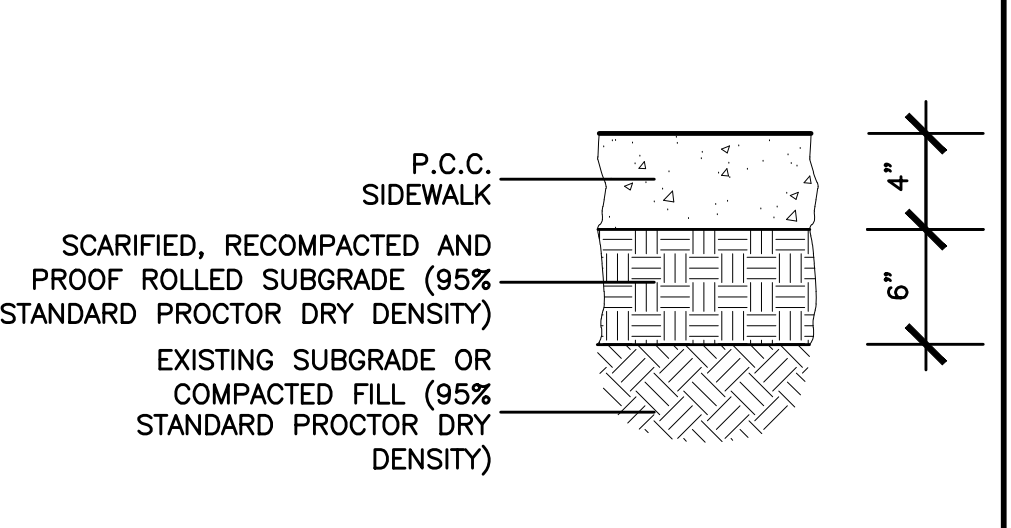


- NOTE:
1. SUBGRADE PREPARATION SHALL EXTEND 24" BEYOND EDGE OF PAVING OR BACK OF CURB. EXCEPT WHEN ABUTTING EXISTING PAVEMENT.
 2. TRANSVERSE JOINTS SHALL BE "CD" JOINTS FOR 8" PCC AND "C" JOINTS FOR 6" AND 7" PCC AT 15' MAX. SPACING.
 3. LONGITUDINAL JOINTS SHALL BE INTERCHANGEABLE, L-2 OR KT-2 FOR 8" PCC AND L-1 OR KT-1 FOR 6" AND 7" PCC.

PCC PAVEMENT



6" PCC INTEGRAL CURB



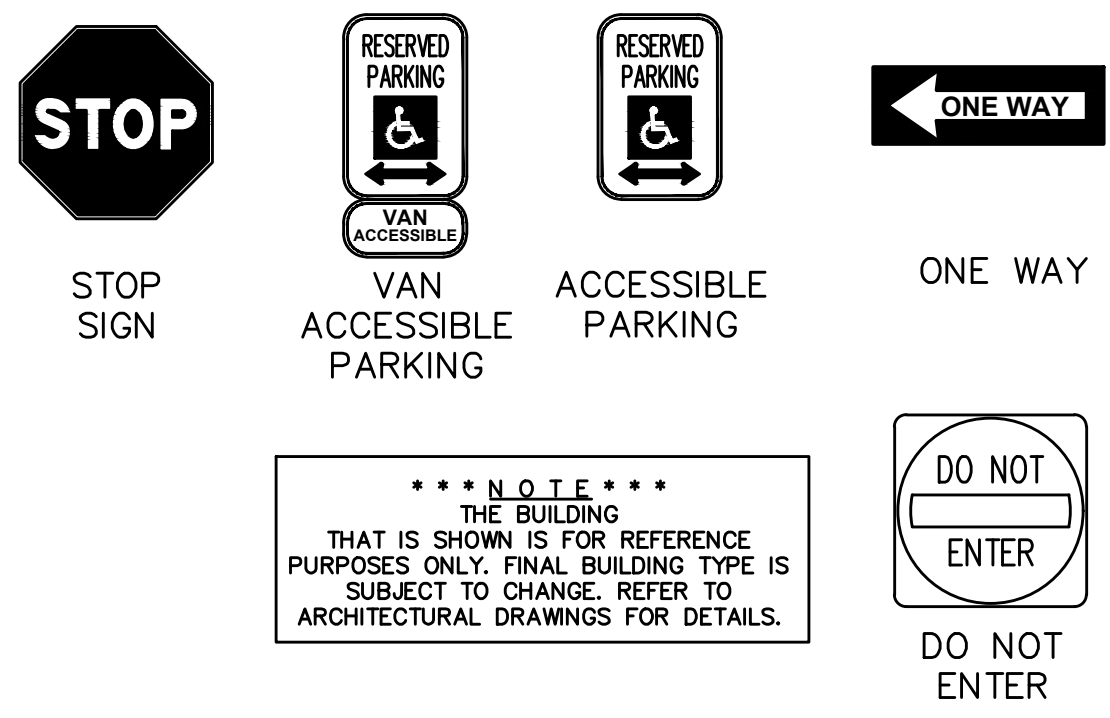
- NOTE:
1. SUBGRADE PREPARATION SHALL EXTEND 24" BEYOND EDGE OF PAVING OR BACK OF CURB. EXCEPT WHEN ABUTTING EXISTING PAVEMENT.
 2. TRANSVERSE JOINTS SHALL BE "CD" JOINTS FOR 8" PCC AND "C" JOINTS FOR 6" AND 7" PCC AT 15' MAX. SPACING.
 3. LONGITUDINAL JOINTS SHALL BE INTERCHANGEABLE, L-2 OR KT-2 FOR 8" PCC AND L-1 OR KT-1 FOR 6" AND 7" PCC.

PCC SIDEWALK DETAIL

DEMOLITION NOTES

1. PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER AND CONSULT WITH OWNER'S PERSONNEL AND UTILITY COMPANY REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.
2. PRIOR TO DEMOLITION, CONTRACTOR SHALL NOTIFY IN WRITING (48 HRS NOTICE) THE FOLLOWING:
 - A. CITY
 - B. APPROPRIATE UTILITY COMPANIES
 - C. OWNER
 - D. CIVIL DESIGN ADVANTAGE
 - E. ARCHITECT
3. DO NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE NOTED. COORDINATE REMOVAL OR ABANDONMENT OF ALL UTILITIES WITH THE APPROPRIATE UTILITY SUPPLIER AND REGULATORY AGENCIES.
4. PROTECT EXISTING UTILITIES THAT ARE TO REMAIN. THE LOCATIONS OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM EXISTING RECORDS. THE EXACT LOCATION AND ELEVATION OF ALL UTILITIES MUST BE DETERMINED BY THE CONTRACTOR. IT SHALL BE THE DUTY OF THE CONTRACTOR TO ASCERTAIN WHETHER ANY ADDITIONAL FACILITIES OTHER THAN THOSE SHOWN ON THE PLAN MAY BE PRESENT.
5. BACKFILL ALL EXCAVATIONS WITH COHESIVE MATERIAL, COMPACTED TO 95% MAXIMUM STANDARD PROCTOR DRY DENSITY AND MOISTURE RANGE OF OPTIMUM MOISTURE TO 4% ABOVE OPTIMUM MOISTURE. TESTING OF BACKFILL TO BE BY A GEOTECHNICAL ENGINEER EMPLOYED BY THE OWNER. IN THE EVENT OF A TEST FAILURE, ANY RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
6. FIELD VERIFY EXISTING GRADES AND LOCATION OF EXISTING UTILITIES, CONDUIT, LINES, POLES, TREES, PAVING, BUILDING AND OTHER SITE FEATURES PRIOR TO DEMOLITION AND IMMEDIATELY INFORM THE ENGINEER AND/OR OWNER OF ANY DISCREPANCIES.
7. DEMOLITION NOTES AS SHOWN ON THE PLAN ARE NOT ALL INCLUSIVE. CONTRACTOR TO ABANDON IN PLACE OR REMOVE AND DISPOSE OF ALL EXISTING SITE IMPROVEMENTS ABOVE AND BELOW GROUND TO COMPLY WITH THE GENERAL INTENT OF THIS DOCUMENT.
8. ALL CONSTRUCTION/DEMOLITION DEBRIS SHALL BE DISPOSED OF OFFSITE IN FULL COMPLIANCE WITH CURRENT ENVIRONMENTAL REGULATIONS.
9. CONSTRUCTION LIMITS SHALL BE CONFINED TO THE SITE BOUNDARY AS NOTED. ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
10. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ANY APPROPRIATE SAFETY REGULATIONS.

SIGN LEGEND



GA

REVISIONS

DATE	BY	REVISION
04/06/2021		FIRST SUBMITTAL
03/25/2021		SECOND SUBMITTAL

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

GA
CIVIL DESIGN ADVANTAGE
BONDURANT, IOWA

96 PAINE CIRCLE
DIMENSION PLAN

2.0
1912.608

96 PAINE CIRCLE

EROSION AND SEDIMENT CONTROL PLAN

VICINITY MAP
NOT TO SCALE



BONDURANT, IOWA

STABILIZATION QUANTITIES

ITEM NO.	ITEM	UNIT	TOTAL
1	SILT FENCE	LF	970
2	SEEDING, FERTILIZING, AND MULCHING	AC	0.55
3	INLET PROTECTION DEVICES	EA	4
4	CONCRETE WASHOUT PIT	EA	1

NOTES:

- IF DEWATERING IS NEEDED FOR ANY REASON, DISCHARGE OF WATER OFFSITE IS TO CONFORM WITH THE GENERAL PERMIT #2 REQUIREMENT.
- DISTURBED AREAS SHALL BE TEMPORARILY SEEDED OR MULCHED IMMEDIATELY WHENEVER CLEARING, GRADING, EXCAVATING, OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY OR TEMPORARILY CEASED AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
- STORM SEWERS AND DRAINAGE WAYS SHALL BE PROTECTED FROM CONCRETE SLURRY PRODUCED BY SAWCUTTING AND CONCRETE GRINDING.

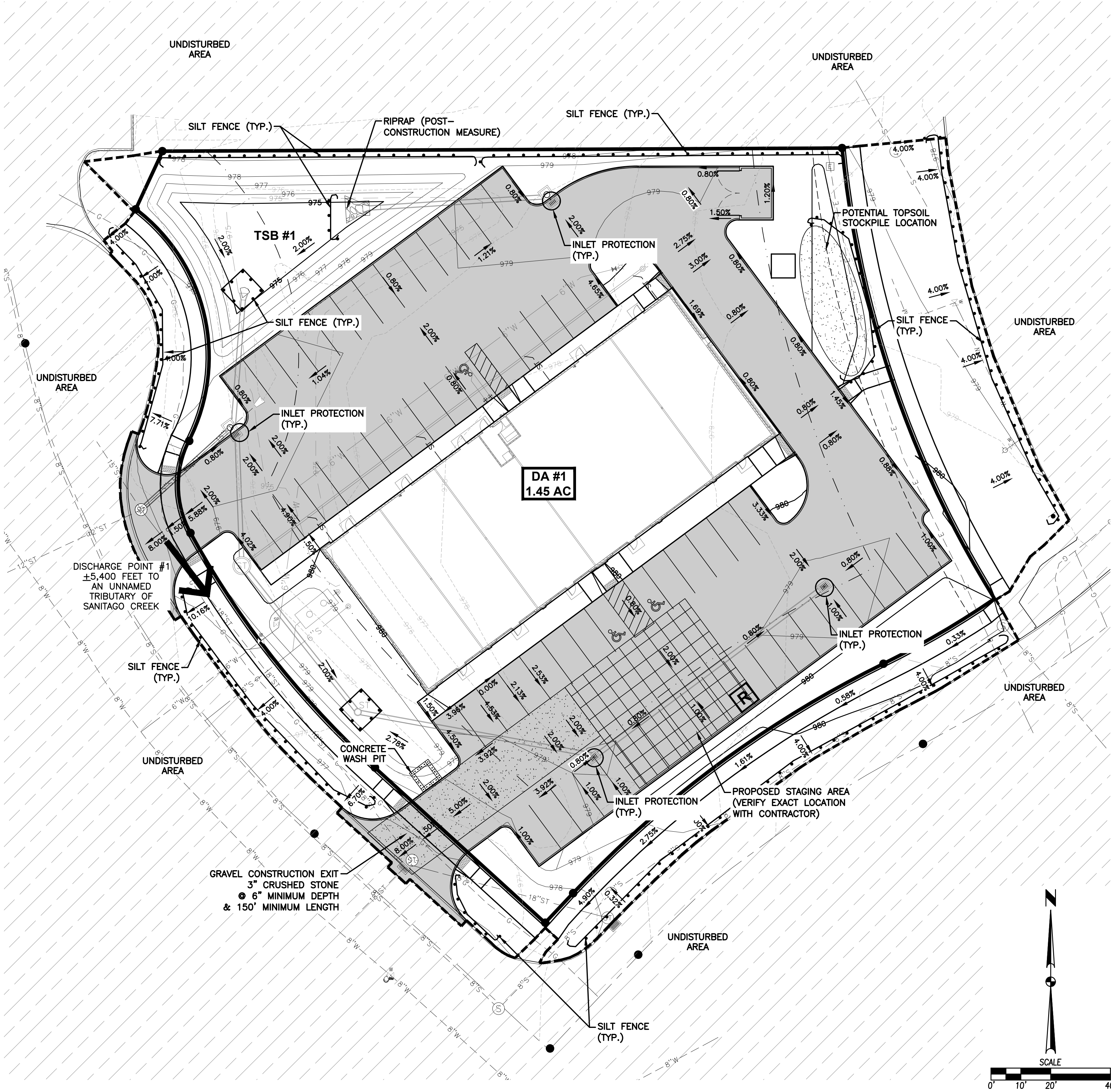
DISCHARGE POINT SUMMARY

DISCHARGE POINT #1 TO AN UNNAMED TRIBUTARY OF SANITAGO CREEK ±5400 FT

TOTAL AREA DISTURBED TO DISCHARGE POINT	1.45 ACRES
STORAGE VOLUME REQUIRED (# OF ACRES*3600 CU FT)	5,220 CU FT
VOLUME PROVIDED IN SILT FENCE (970 LF @ 9.0 CU FT/LF OF FENCE)	8,730 CU FT
TOTAL VOLUME PROVIDED	8,730 CU FT

SWPPP LEGEND

DRAINAGE ARROW	X.XX %
GRADING LIMITS	---
FILTER SOCK	
SILT FENCE	---
DITCH CHECK	---
INLET PROTECTION	○
PORTABLE RESTROOM	R
TEMPORARY STANDPIPE	●
CONCRETE WASHOUT PIT	□
UNDISTURBED AREA	▨
RIP-RAP	▨
GRAVEL ENTRANCE	▨
STAGING AREA	▨



DATE

REVISIONS

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GRIMES, IOWA 50111
PHONE: (515) 369-4400 FAX: (515) 369-4410
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EI: GH

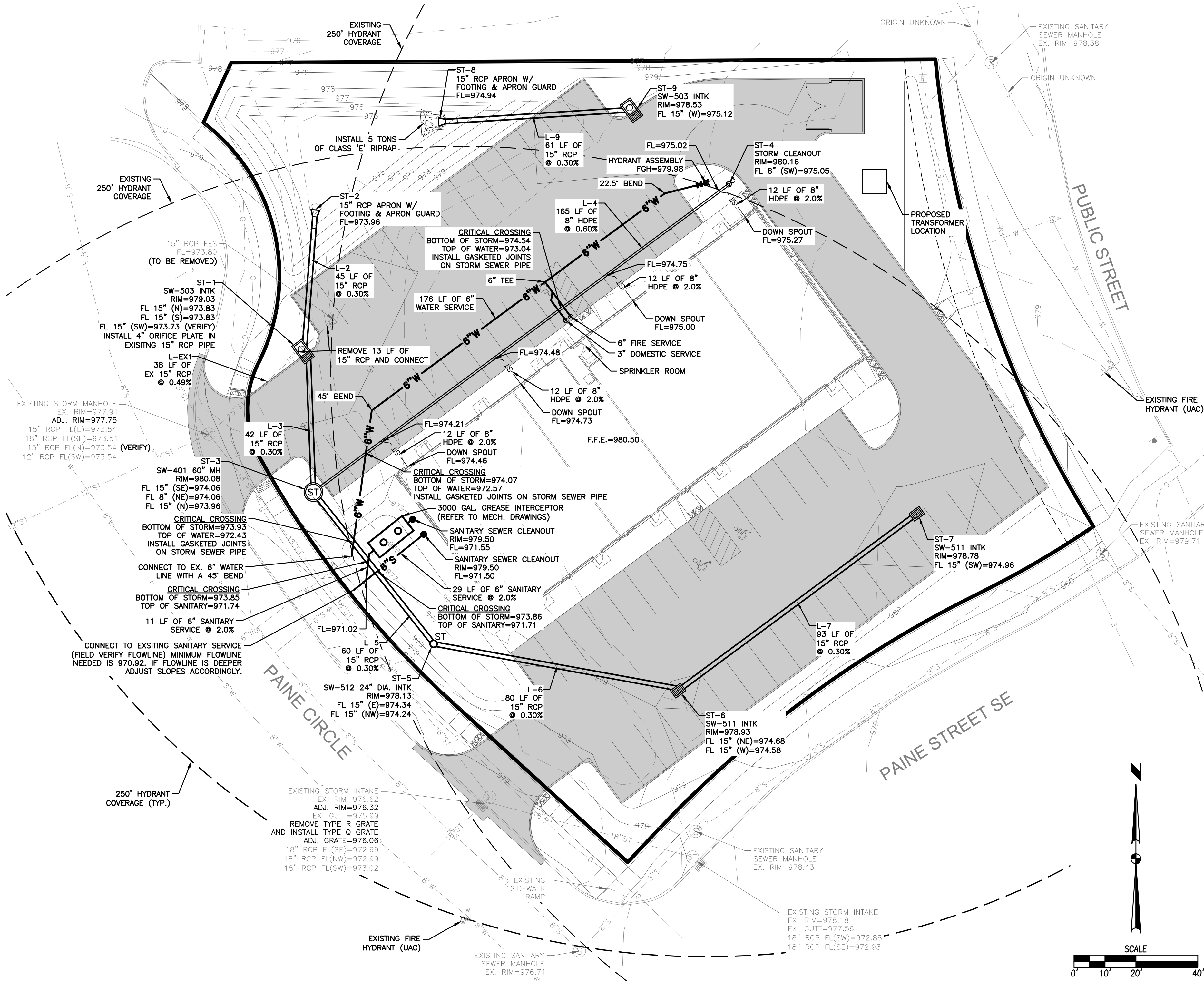
96 PAINE CIRCLE

EROSION AND SEDIMENT CONTROL PLAN

1912.608

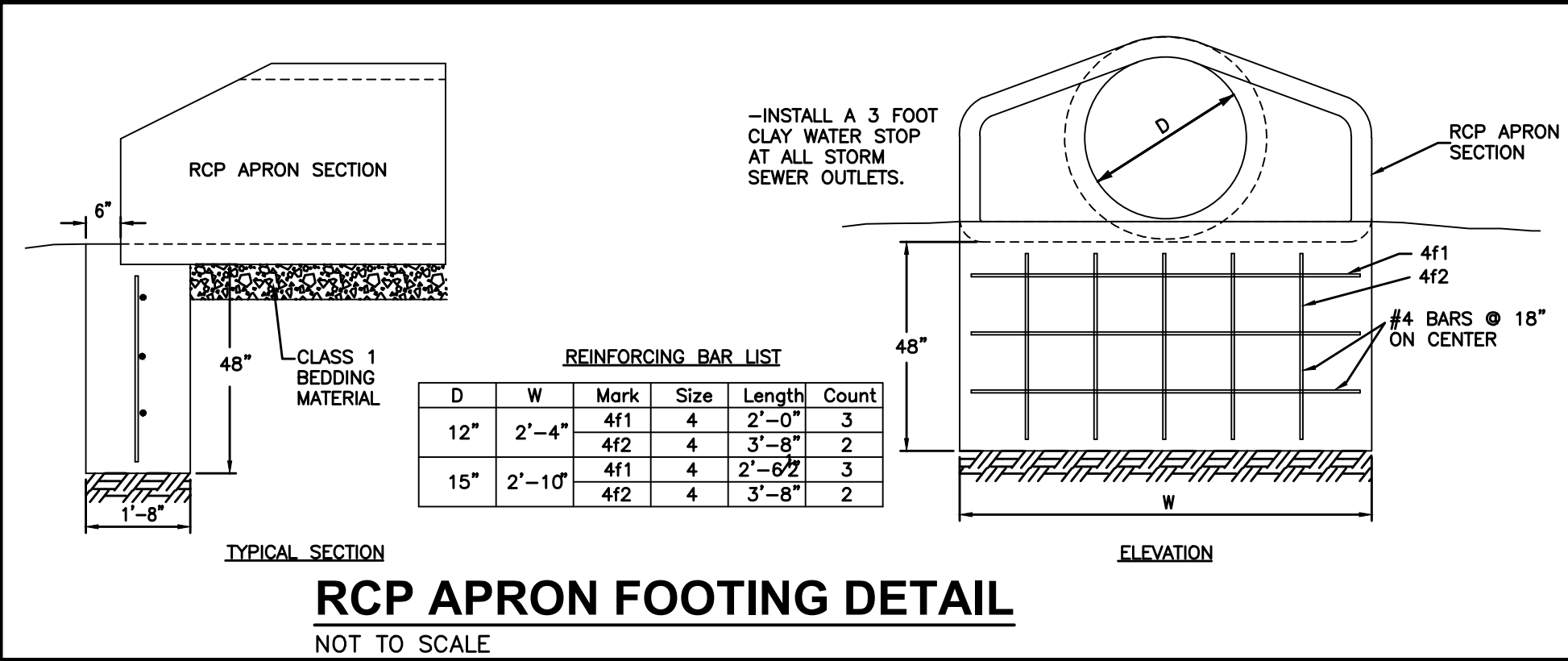
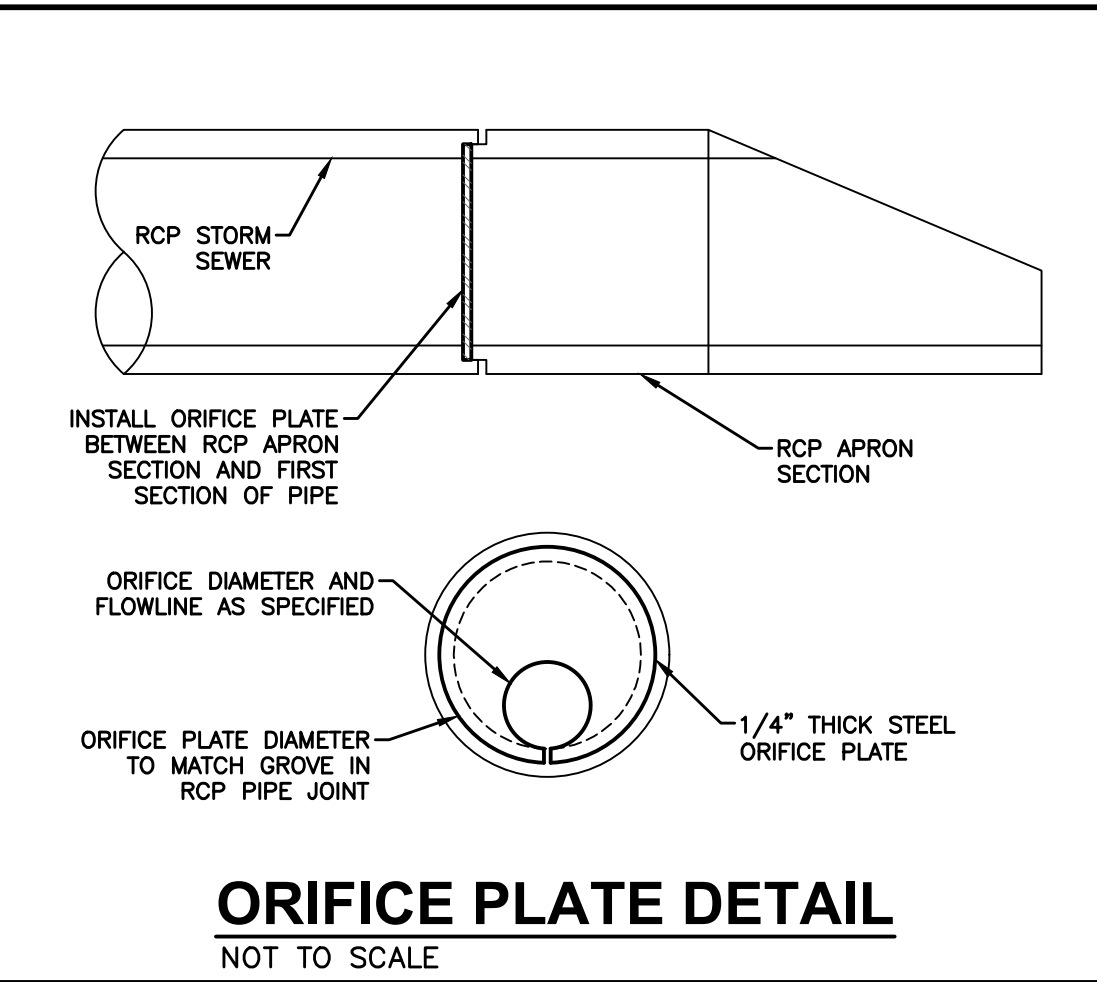
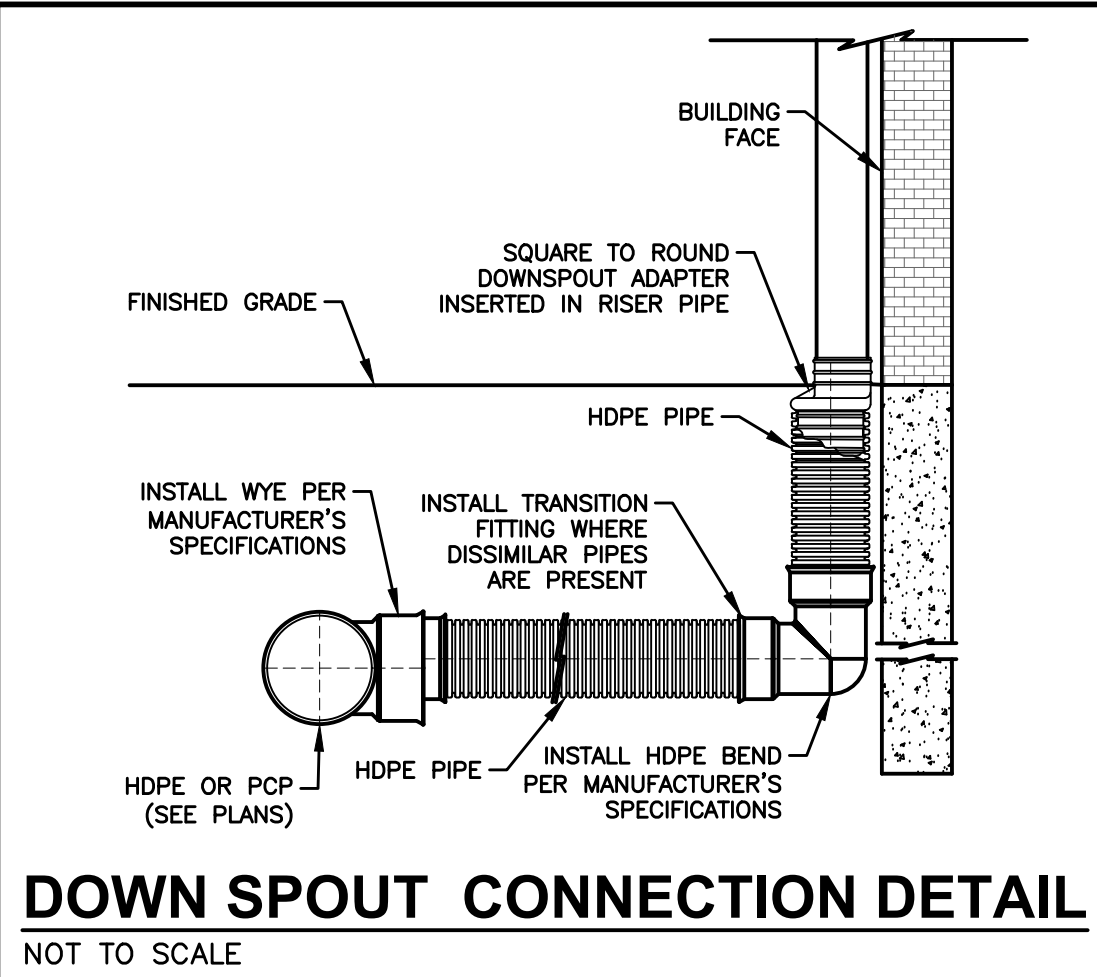
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UTILITY NOTES

1. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING PLANS FOR UTILITY SERVICE SIZES AND EXACT LOCATIONS. REFER TO ELECTRICAL PLANS FOR ELECTRIC AND TELEPHONE SERVICE CONSTRUCTION DETAILS. REFER TO MECHANICAL PLANS FOR GAS SERVICE CONSTRUCTION DETAILS.
2. FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL CONNECTIONS TO EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION.
3. PROVIDE TEMPORARY SUPPORT FOR EXISTING UTILITY LINES THAT ARE ENCOUNTERED DURING CONSTRUCTION UNTIL BACKFILLING IS COMPLETE.
4. BACKFILL ALL UTILITY TRENCHES ACCORDING TO THE 2019 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS. MAINTAIN A MINIMUM OF 5.5' COVER OVER ALL WATERMAINS.
5. ALL UTILITIES SHALL BE STUBBED TO 5 FEET FROM BUILDINGS. REFER TO MEP PLANS FOR DESIGN FROM 5' OUTSIDE OF BUILDING FACE.
6. ADJUST ALL MANHOLES AND INTAKES TO FINISHED GRADES.
7. ALL SANITARY SEWER AND WATER SERVICES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY'S PLUMBING CODE.
8. 18" MINIMUM VERTICAL CLEARANCE BETWEEN STORM SEWER AND SANITARY SEWER PIPES. 18" MINIMUM VERTICAL CLEARANCE BETWEEN SANITARY SEWER AND WATER MAIN.
9. MAINTAIN A MINIMUM OF 10' HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER MAINS.
10. WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATIONS AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT 800-292-8989 AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
11. ALL WATERMAIN WORK, PUBLIC OR PRIVATE SHALL BE DONE IN ACCORDANCE WITH THE 2019 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS.
12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF WORK OF ALL SUBCONTRACTOR(S) INVOLVED IN THE PROJECT.
13. PRIVATE UTILITIES TO BE INSTALLED PER THE CITY'S STANDARD CONSTRUCTION SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE 2012 UNIFORM PLUMBING CODE. CONTACT BUILDING INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE FOR UTILITY INSTALLATION INSPECTIONS.
14. OWNER IS RESPONSIBLE FOR MAINTENANCE OF PRIVATE RETENTION FACILITIES AND PRIVATE UTILITIES.
15. CONTRACTOR SHALL PREVENT ENTRY OF MUD, DIRT, DEBRIS AND OTHER MATERIAL INTO NEW AND EXISTING SEWER SYSTEMS. SHOULD ANY CONTAMINATION OCCUR DURING CONSTRUCTION, THE CONTRACTOR SHALL CLEAN AT NO COST TO THE OWNER. INSTALL SILT FENCE AT ALL PERMANENT STORM SEWER INLETS.



GA

DATE

04/06/2021

03/25/2021

REVISIONS

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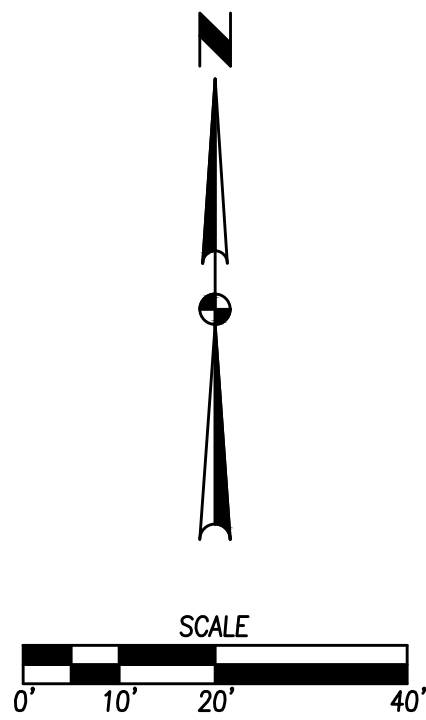
CIVIL DESIGN ADVANTAGE

BONDURANT, IOWA

96 PAINE CIRCLE
UTILITY PLAN

5.0
1912.608

GA



1. LOCATE ALL UTILITIES BEFORE ANY PLANTING BEGINS.
2. THE 2019 EDITION OF THE SUDAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.
3. PLANT SIZE, AND PLANTING MATERIAL SHALL CONFORM TO THE MOST CURRENT EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK AND 260.1
4. ALL PLANT MATERIAL SHALL BE HEALTHY SPECIMENS WITHOUT DEFORMITIES, VOIDS AND OPEN SPACES, WITH WELL DEVELOPED BRANCH 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 (PRE-EMERGENT) SHALL BE SPREAD OVER SOIL AFTER PLANTING AND BEFORE MULCHING ALL PLANT BEDS PER MANUFACTURER'S RECOMMENDATIONS.
8. SHREDDED HARDWOOD MULCH SHALL BE PLACED AROUND ALL TREES, SHRUBS TO A (MIN) DEPTH OF 3".
9. ALL EDGING SHALL STEEL.
10. 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.

ONE TREE PER 50 LF OF STREET FRONTAGE OR ONE TREE PER SIX PARKING STALLS, WHICHEVER IS GREATER

643 LF OR FRONTAGE	= 13 TREES
66 PARKING STALLS	= 11 TREES
TREES REQUIRED	= 13
TREES PROVIDED	= 14
SHRUBS REQUIRED	=0
SHRUBS PROVIDED	=23

5% OF PARKING AREA SHALL BE LANDSCAPED

62 PARKING STALLS (9x18) = 10,044 SF
LANDSCAPING REQUIRED = 503 SF (5%)
LANDSCAPING PROVIDED = 1,568 SF (16%)

INTERIOR TREES REQUIRED = 4
(1/18 PARKING SPACES)
INTERIOR TREES PROVIDED = 4

TOPSOIL:
IN ORDER TO PROVIDE AN ADEQUATE GROWING MEDIUM, A MINIMUM OF 6 INCHES OF TOPSOIL SHOULD BE PLACED OVER THE DISTURBED AREA PRIOR TO SEEDING. DEEPER TOPSOIL DEPTHS (8-12 INCHES OR GREATER) ARE DESIRED SINCE THEY INCREASE THE ORGANIC MATTER AVAILABLE FOR USE BY THE PLANTS, ALLOW FOR DEEPER ROOT PENETRATION AND INCREASE THE MOISTURE HOLDING CAPACITY OF THE SOIL. THESE BENEFITS WILL INCREASE THE DROUGHT TOLERANCE AND LONG-TERM HEALTH OF THE VEGETATION. WHERE SUFFICIENT TOPSOIL IS NOT AVAILABLE, COMPOSTED MATERIAL MAY BE INCORPORATED AT THE RATE OF 1 INCH OF COMPOST FOR EVERY 3 INCHES OF DEFICIENT TOPSOIL. THIS WILL INCREASE THE ORGANIC MATTER CONTENT OF THE SOIL, AND PROVIDE AN ADEQUATE GROWING MEDIUM FOR VEGETATION.

PLANT SCHEDULE				
EVERGREEN TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
PC	3	Colorado Blue Spruce	<i>Picea pungens</i> 'Gauca'	B&B, 6' HEIGHT
PS	1	White Pine	<i>Pinus strobus</i>	B&B, 6' HEIGHT
OVERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
AR	2	Red Maple	<i>Acer rubrum</i>	B&B, 2" CALIPER
GS	7	Skyline Honey Locust	<i>Gleditsia triacanthos</i> 'Skyline'	B&B, 2" CALIPER
QR	5	Red Oak	<i>Quercus rubra</i>	B&B, 2" CALIPER
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONDITION AND SIZE
JF	23	Sea Green Juniper	<i>Juniperus chinensis</i> 'Sea Green'	18" HEIGHT



March 29, 2021

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

BONDURANT, IOWA
96 PAINE CIRCLE
SITE PLAN REVIEW

The writer has completed a review of the site plan submittal for 96 Paine Circle. Based on review of the site plan the following comments are offered:

1. Drawing 1.0 includes a note indicating the project is to use the most recent edition of SUDAS. General Note No. 1 on Drawing 2.0 indicates the 2019 edition of SUDAS would be applicable. The City is currently utilizing the 2021 edition of SUDAS. The note on Drawing 2.0 should be corrected. The note on Drawing 1.0 should reference the 2021 edition. Alternatively, the note on Drawing 1.0 can be eliminated as it is duplicative of the note on Drawing 2.0.
2. Based on the allocation of space between restaurant use and the business and professional office use the required parking stalls would be 62. A total of 62 spaces are being provided. With the parking that is provided the area of the building used for restaurant use cannot increase above the 4,186 square feet shown in the submittal as additional parking would be required. The amount of restaurant space can be reduced in favor of business and professional office space as the parking requirement for office space is less per square foot than restaurant use.
3. The open space calculation of 31% appears to be correct.
4. The southeasterly driveway to Paine Circle is marginally separated in distance from the intersection of Paint Street SE and Paine Circle. With Paine Circle configured as a cul-de-sac the driveway location would be acceptable, even though it is marginally separated from the intersection.

5. The site plan shows the conversion of an existing curb opening intake to a street grate intake. This transition will reduce the capacity of the intake. Based on the drainage area the street grate intake should have adequate capacity. During construction care will need to be taken to ensure the street grate is consistent with the street section.
6. The driveway is configured for a drive through window on the northeast side of the building. From a geometric perspective the driveway is consistent with the requirements for a drive through window. However, the queuing space does not appear to meet the requirements of the City without blocking the parking lot area.
7. The solid waste receptacle is shown at the northeast corner of the site. If a waste collection truck approaches the solid waste receptacle in a forward manner that vehicle would need to back out of the northeasterly driveway, or drive forward in the wrong direction through the drive through lane. Because solid waste collection normally occurs during nonpeak hours either configuration would appear acceptable.
8. The site plan indicates the drive through is a one-way driveway circulating counterclockwise.
9. The site plan shows sidewalk along Paine Street SE on the southeasterly side of the site and along Paine Circle on the westerly side of the site. The driveway and handicap ramps configuration is acceptable.
10. The site plan shows a public sidewalk connection at the northeast side of the site. The sidewalk connects to the parking lot. There is a receiving ramp on the sidewalk near the southeast corner of the building. This sidewalk connection appears to be acceptable.
11. There is a handicap access ramp shown at the northeast corner of the building leading to the parking lot. There is no opposite receiving ramp. Because the sidewalk does not access public property it may be considered acceptable, even though a visually impaired person would have no clear path of travel.
12. Sewer service to the site is provided by a connection to the existing 6-inch sewer service line along Paine Circle. The sewer service shows both a domestic service line and a grease interceptor.
13. The provisions regarding the grease interceptor must comply with the requirements of the City and the Des Moines Wastewater Reclamation Authority that administers the grease interceptor program on behalf of the City.

14. Water service is provided by a 6-inch water service that connects to the existing 6-inch water service. The water service is routed through the northwest parking lot and enters the northwest face of the building. The water service includes both a 3-inch domestic service and a 6-inch fire service line.
15. Hydrant coverage circles must be shown on the site plan.
16. Storm water is routed to a detention basin at the northwest corner of the site.
17. The release from the site is a storm sewer connection to the existing storm sewer on Paine Circle near the northwest edge of the northwest driveway. The release rate from this storm sewer is controlled by an orifice plate located in the existing 16-inch storm sewer.
18. The site plan indicates the orifice plate is 4-inch diameter. The storm sewer would be considered a private storm sewer. This letter is a reminder a 4-inch orifice plate will be prone to plugging due to its small diameter and regular monitoring and cleaning of the orifice plate may be required.

Based on review of the stormwater plan the following comments are offered:

1. Lot No. 6 of Bondurant Commercial Business Park was designed for an allowable release rate of 1.50 cfs during a 100-year post development storm event. This design flow was approved as part of the 2018 design of the Bondurant Commercial Business Park.
2. Stormwater management is provided by a detention basin located at the northwest corner of the site.
3. The detention basin is a dry bottom basin. The report indicates the bottom elevation of the basin is 973.73.
4. The calculations indicate in a 100-year recurrence interval storm event the maximum water elevation in the basin would be 978.90, or a depth of 5.17 feet.
5. The calculations indicate the overflow from the detention basin is 978.08, or a freeboard of 0.08 feet. The City normally requires a freeboard of approximately 1-foot. The purpose of requiring freeboard is a margin of safety given the variations of actual storm events and theoretical storm events. While the City may approve a freeboard of less than 1-foot, the freeboard of 0.08 feet is considered inadequate.

6. The site plan will need to indicate the path of flow for overflow from the detention basin.
7. The release rate shown from the detention basin is 0.61 cfs based on the overall design of the business park.
8. The report indicates the maximum stored volume in the basin is 8,871 cubic feet.
9. There are two undetained areas with a discharge of 0.879 cfs.
10. The undetained areas includes 0.11 acres at the southwest corner of the site and 0.06 acres along the north boundary of the site.
11. The combined discharge from the detention basin and the undetained area is 1.408 cfs, or slightly less than the allowable discharge of 1.50 cfs.
12. The stormwater management plan includes sizing calculations for the storm sewers and intakes. The sizing calculations indicate the storm sewers are adequately sized.

Overall, the stormwater management plan is considered satisfactory except for the inadequate freeboard for the detention basin.

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

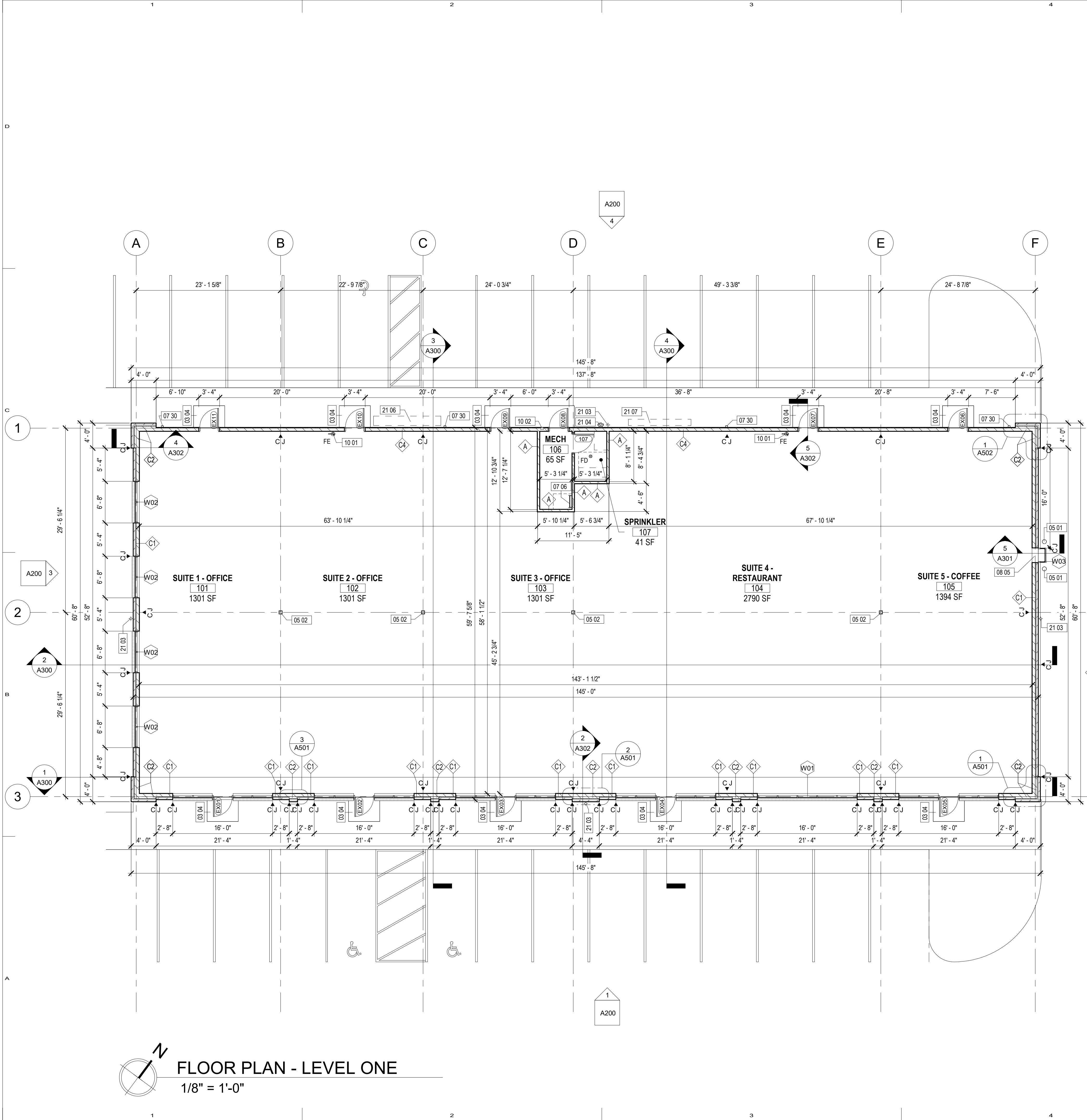
VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:kld
4285-108

Cc: Marketa Oliver, City of Bondurant
John Horton, City of Bondurant
Erin Ollendike, Civil Design Advantage



WALL LEGEND			
ON PLAN	DETAIL	TAG	DESCRIPTION
		A	5/8" TYPE 'X' GYPSUM BOARD 2X4 WOOD STUDS WITH BATT INSULATION 5/8" TYPE 'X' GYPSUM BOARD
		C1	3 5/8" BRICK VENEER 1 1/2" AIR GAP WITH MASONRY TIES @ 16" O.C. ON MTI CAVITY DRAINAGE BOARD (FULL HEIGHT AND LENGTH OF MASONRY) WEATHER RESISTANT BARRIER 5/8" PLYWOOD SHEATHING 2X6 WOOD STUDS WITH BATT INSULATION 6 MIL POLY VAPOR BARRIER 5/8" TYPE 'X' GYPSUM BOARD
		C2	3 5/8" BRICK VENEER 2" AIR GAP WITH MASONRY TIES @ 16" O.C. ON MTI CAVITY DRAINAGE BOARD (FULL HEIGHT AND LENGTH OF MASONRY) WEATHER RESISTANT BARRIER 5/8" PLYWOOD SHEATHING 2X4 WOOD STUDS 2X6 WOOD STUDS WITH BATT INSULATION 6 MIL POLY VAPOR BARRIER 5/8" TYPE 'X' GYPSUM BOARD
		C3	7/8" EIFS COMMERCIAL EXTERIOR FINISH SELF-FURRING METAL LATH - PER MANUFACTURER 1.5" RIGID INSULATION WEATHER RESISTANT BARRIER 5/8" PLYWOOD SHEATHING 2X6 WOOD STUDS WITH BATT INSULATION 6 MIL POLY VAPOR BARRIER 5/8" TYPE 'X' GYPSUM BOARD
		C4	HARDIE BOARD LAP SIDING WEATHER RESISTANT BARRIER 5/8" PLYWOOD SHEATHING 2X6 WOOD STUDS WITH BATT INSULATION 6 MIL POLY VAPOR BARRIER 5/8" TYPE 'X' GYPSUM BOARD

GENERAL NOTES:

GN1: ALL INTERIOR PARTITIONS MUST EXTEND TO UNDERSIDE OF ROOF DECK UNLESS OTHERWISE NOTED.

GN2: ALL INTERIOR STUD WALLS TO HAVE SOUND BATT INSULATION FULL HEIGHT AND FULL DEPTH OF STUD CAVITY FROM FLOOR TO ROOF DECK. SECURE INSULATION TO STUD TO PREVENT SAG.

GN3: ALL STUD WALLS TO HAVE TYPE 'X' GYP BD. FROM FLOOR TO ROOF DECK BOTH SIDES OF STUD WALL, SEAL LATH AT ROOF DECK WITH SEALANT OR WITH BATT INSULATION.

GN4: ALL EXTERIOR WALLS TO HAVE GYPSUM BOARD ON 6MIL POLY VAPOR BARRIER - TYPICAL

SYMBOL LEGEND	
ON PLAN	DESCRIPTION
	FIRE EXTINGUISHER ON HOOK, SEE SPEC
	FLOOR DRAIN, SEE PLUMBING
	CONTROL JOINT: WHERE SHOWN AND 20'-0" O.C. AT MASONRY, 30'-0" O.C. AT GYPSUM BOARD WALLS
	SEMI-RECESSED CABINET UNIT HEATER (CUH), SEE ELECTRICAL

KEYNOTES	
TAG	COMMENTS
03 04	STOOP, SEE STRUCTURAL.
05 01	8" GALVANIZED STEEL BOLLARD, CONCRETE FILLED, TYP. 2
05 02	STEEL COLUMN, SEE STRUCTURAL.
07 06	ROOF ACCESS LADDER.
07 30	DOWNSPOUT TO PVC, CONNECT TO STORM SEWER.
08 05	BUMP OUT 2 DRIVE THRU WINDOW.
10 01	FIRE EXTINGUISHER ON HOOK.
10 02	KNOX BOX. COORDINATE WITH LOCAL FIRE DEPARTMENT.
21 03	WALL HYDRANT, SEE PLUMBING.
21 04	FIRE DEPARTMENT CONNECTION (FDC).
21 06	GAS METER. FIELD VERIFY LOCATION. SEE MECHANICAL. PAINT PIPES TO MATCH WALL COLOR.
21 07	ELECTRIC METER RISER, FIELD VERIFY LOCATION. SEE ELECTRICAL.



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BUTLER ENGINEERING, INC.
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PROJECT NAME:
**NEW OFFICE AND
RESTAURANT BUILDING**
96 PAINE CIRCLE SE
BONDURANT, IA 50035

OWNER
PENTA PARTNERS, LLC
7300 WESTOWN PARKWAY, SUITE 310
WEST DES MOINES, IA 50266

DRAWING ISSUE INFORMATION:
ISSUE FOR : 100% DD
ISSUE DATE : 03.22.21

MARK DATE DESCRIPTION

MANAGEMENT INFORMATION:
PROJECT 2021.108
PRINCIPAL IN CHARGE : TIM OLSON PROJECT ARCHITECT : DP
DRAWN BY : KT CHECKED BY : DP

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SHEET TITLE:
**FLOOR PLAN - LEVEL
ONE**

SHEET NO.

A101

PRELIMINARY NOT FOR CONSTRUCTION

MATERIAL LEGEND		
PRIMARY		FIELD BRICK MODULAR TBD
		ACCENT BRICK MODULAR TBD
		GLAZING - CLEAR OR SLIGHTLY TINTED
SECONDARY		EIFS COLOR TBD
		HARDIEPLANK FIBER CEMENT LAP CEDARMILL SIDING COLOR TBD

ELEVATION MATERIALS		
NORTHWEST ELEVATION - NON-STREET FACING		TOTAL = 2,138 SF
• PRIMARY MATERIALS: ACCENT BRICK		131 SF = 6.1 %
• SECONDARY MATERIALS: CEMENT BOARD SIDING		1,857 SF = 86.9 %
• LIMITED TRIM MATERIALS: ALUMINUM?		150 SF = 7.0 %
NORTHEAST ELEVATION - STREET FACING		TOTAL = 1,042 SF
• PRIMARY MATERIALS: FIELD BRICK, ACCENT BRICK		642 SF = 61.6 %
• SECONDARY MATERIALS: EIFS		336 SF = 32.2 %
• LIMITED TRIM MATERIALS: ALUMINUM?		64 SF = 6.1 %
SOUTHEAST ELEVATION - STREET FACING		TOTAL = 2,595 SF
• PRIMARY MATERIALS: FIELD BRICK, ACCENT BRICK, GLAZING		1,563 SF = 60.2 %
• SECONDARY MATERIALS: EIFS		902 SF = 34.8 %
• LIMITED TRIM MATERIALS: ALUMINUM?		130 SF = 5.0 %
SOUTHWEST ELEVATION - STREET FACING		TOTAL = 1,065 SF
• PRIMARY MATERIALS: FIELD BRICK, ACCENT BRICK, GLAZING		672 SF = 63.1 %
• SECONDARY MATERIALS: EIFS		336 SF = 31.5 %
• LIMITED TRIM MATERIALS: ALUMINUM?		57 SF = 5.4 %

KEYNOTES	
TAG	COMMENTS
04 08	BRICK SILL, SLOPE 1/4" PER FT.
05 01	8" GALVANIZED STEEL BOLLARD, CONCRETE FILLED, TYP. 2
07 07	ROOF HATCH 30"x36", WITH SAFETY RAILING SYSTEM.
07 23	PREFINISHED METAL FLASHING.
07 28	PREFINISHED METAL PARAPET CAP SLOPES 3/4" MIN ON (3) LAYERS OF 3/4" TREATED PLYWOOD SECURED TO TOP OF WALL WITH PLATE SCREWS INTO TOP AT 24" O.C.
07 29	PREFINISHED CONTINUOUS SEAMLESS METAL GUTTER AND GUTTER STRAP, SLOPE TO DOWNSPOUT.
07 30	DOWNSPOUT TO PVC, CONNECT TO STORM SEWER.
08 05	BUMP OUT 2 DRIVE THRU WINDOW.
10 02	KNOX BOX. COORDINATE WITH LOCAL FIRE DEPARTMENT.
10 03	8" ALUMINUM DIMENSIONAL SIGNAGE, BLACK ANODIZED.
10 04	HANGER ROD SUPPORTED CANOPY.
21 03	WALL HYDRANT, SEE PLUMBING.
21 04	FIRE DEPARTMENT CONNECTION (FDC).
21 06	GAS METER, FIELD VERIFY LOCATION. SEE MECHANICAL. PAINT PIPES TO MATCH WALL COLOR.
21 07	ELECTRIC METER RISER, FIELD VERIFY LOCATION. SEE ELECTRICAL.
21 09	EXTERIOR LIGHT - ACCENT UPDOWN LIGHTING. SEE ELECTRICAL.
21 10	EXTERIOR LIGHT - ACCENT DOWN LIGHTING. SEE ELECTRICAL.
21 11	EXTERIOR LIGHT - EMERGENCY LIGHTING. SEE ELECTRICAL.
21 12	JUNCTION BOX FOR SIGNAGE ELECTRICAL. SEE ELECTRICAL.



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BY: DRAWN KT CHECKED DP

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SHEET TITLE:
**EXTERIOR
ELEVATIONS**

SHEET NO.

A200

PRELIMINARY NOT FOR CONSTRUCTION



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

Item No. 10.b.
For Meeting of 4/19/2021
Reports and Comments

TITLE: Council Members

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

COMMISSION REVIEW/RECOMMENDATION:

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 10.c.
For Meeting of 4/19/2021
Reports and Comments

TITLE: Administrator

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

COMMISSION REVIEW/RECOMMENDATION:

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 10.d.
For Meeting of 4/19/2021
Reports and Comments

TITLE: Directors

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

COMMISSION REVIEW/RECOMMENDATION:

ALTERNATIVES TO APPROVAL:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None