

**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/83046032323>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL MARCH 21, 2022

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on March 21, 2022, 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 City Council Meeting Minutes of March 7, 2022
- b. Claims List
- c. Applications for City Council Approval
- d. Receive and File - Park and Recreation Board Meeting Minutes from February 17, 2022
- e. - Resolution approving the Professional Services Agreement with Veenstra & Kimm, Inc. for the Design of the Main Street Reconstruction Project
- f. - Resolution approving Memorandum of Understanding with Drake University for Visioning and Goal Setting Facilitation
- g. - Resolution approving Purchase Agreement for Land for Future Utility Needs
- h. - Resolution approving Annexation Agreement for Parcel 170/00010-003-000
- i. - Resolution approving Annexation Agreement for Parcels 140/00057-001-000 and 140/00058-000-000
- j. - Resolution approving the Professional Services Agreement with Veenstra & Kimm, Inc. for the Design of the Franklin Street, SW Water Main Project

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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- k. - Resolution approving IEDA Reimbursement Agreement for the Myers Certified Site Project
 - l. - Resolution approving Pay Request No. 11 for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project
 - m. - Resolution approving endorsement for the City of Bondurant's application for funding to the Iowa DNR's Land & Water Conservation Grant Program
 - n. - Resolution approving the Construction Services Agreement with Veenstra & Kimm, Inc. for the Hwy 65 Pedestrian Underpass Project
 - o. - Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Ryan Companies US, Inc., Including Annual Appropriation Tax Increment Payments
 - p. - Resolution approving the MidAmerican Gas and Regulator Station Easement on City-owned land at 104 15th Street, SE
 - q. - Resolution approving the Amendment to the Real Estate Purchase Agreement for Parcels 230/00455-008-000; 230/00455-009-000; and 230/00455-000-000
 - r. - Resolution approving professional services agreements with OPN Architects, Bolton & Menk, and Impact 7G in the amount totaling \$19,000 for work associated with the Grain Elevator Facility Assessment
6. Guests requesting to address the City Council
- a. Des Moines Water Works presentation regarding Regional Water Planning
7. **Public Hearing**
- a. Public Hearing for Contract Award for Ditch 2 Stream Resoration/Ditch Stabilization Project
 - b. Public Hearing on Proposed Amendment to the Bondurant Urban Renewal Area (Shiloh Rose Project)
8. Action Items
- a. - Resolution awarding the Contract and approving the Ditch #2 Stream Restoration Bid Package #1 Improvements Project to Iowa Earth Works in the amount of \$599,175.87
 - b. - Resolution to Approve Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area (Shiloh Rose Project)

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- c. O-220307-201 - (Second Reading) Ordinance Amending Chapter 92, Water Rates, Adjusting Water Rates and Fees Effective on Bills Issued on 4/1/2022 for Water Consumed during the March Billing Cycle
 - d. O-220307-202 - (Second Reading) Ordinance Amending Chapter 106, Collection of Solid Waste
- 9. Discussion Items -
 - a. -Discussion and possible Consideration of Resolution appointing a Representative to the Mid-Iowa Planning Alliance (MIPA) Board of Directors for CY22
 - b. Men's Club Request
 - c. -Discussion of draft Ordinance amending the Code of the City of Bondurant, Iowa by establishing Chapter 82 - Golf Cart Regulations
- 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

March 7, 2022

Bondurant City Council

1. Roll Call

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

City Officials Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Public Works Director John Horton, Planning & Community Development Director Maggie Murray, Library Director Jill Sanders, Fire Chief Aaron Kreuder, Finance Director Jene Jess

2. Call to Order and Declaring a Quorum

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

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Pepper, seconded by Cox, to amend the agenda by removing item #5l. Vote on Motion 5-0. Motion carried.

Motion by Cox, seconded by Driscoll, 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 City Council Meeting Minutes of February 22, 2022

b. Claims List

c. Applications for City Council Approval

d. Receive and File - February 2, 2022 Library Board Meeting Minutes & Director's Report

e. Receive and File - Park and Recreation Board Meeting Minutes from December 2, 2021, and January 20, 2022

- f. Receive and File - 2021 Park and Recreation Annual Report
 - g. Receive and file - Quail Run Phase 2 Preliminary Plat PUD Amendment (Minor)
 - h. R-220307-63-Resolution setting date of public hearing for March 21, 2022 for Contract Award for Ditch 2 Stream Restoration/Ditch Stabilization Project
 - i. R-220307-64-Resolution conveying Real Property from NE Storm Sewer Project
 - j. R-220307-65-Resolution approving amended professional services agreement with The Smith Group, Inc. in the amount of \$131,250 for amended scope of work associated with the Central District Stormwater Improvements (Central Park Master Plan).
 - k. R-220307-66-Resolution approving Disinterment Arrangements
 - l. -Resolution approving Agreement related to future Property Use and Planning Services
Motion by Pepper, seconded by Cox, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None.
Absent: None. Motion carried 5-0.
6. Guests requesting to address the City Council
City Administrator Oliver presented the GFOA Award and the Voice of the People Award.
- a. Polk County Sheriff's Report
Captain Van Hoozer reported 584 calls of service, which included arrests and traffic stops.
Mayor Elrod reported a few complaints regarding speeding on Paine Street, SE, and Council Member Cox reported a complaint regarding Lincoln Street, SE.
7. **Public Hearing**
- a. Public Hearing regarding FY23 Budget Proposal
Mayor Elrod opened the public hearing at 06:11 PM.
Mayor Elrod provided his comments on the budget. Council Member Cox expressed concerns regarding EPIC. The council discussed an

economic development position, utility rates, capital improvement projects, etc.

Mayor Elrod closed the public hearing at 06:54 PM.

8. Action Items

- a. R-220307-67-Resolution accepting Iowa DOT City Bridge Fund
Motion by Pepper, seconded by Driscoll, to Approve R-220307-67. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- b. R-220307-68-Resolution adopting the Annual Budget for the Fiscal Year ending June 30, 2023, and Certifying the Proposed Tax Levy Rate
Motion by Pepper, seconded by Driscoll, to Approve R-220307-68. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- c. R-220307-69-Resolution approving the Professional Services Agreement with Veenstra & Kimm, Inc. for the 16th Street, NE Improvements (Pleasant Street, NE & NE Hubbell Avenue) Project
Motion by Driscoll, seconded by Pepper, to Approve R-220307-69. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- d. O-220222-200 -(Second Reading) Ordinance changing Future Land Use Map and Rezoning Property (GHOLDS Area)
Motion by Pepper, seconded by Cox, to waive the second, and approve the third and final reading of O-220222-200. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- e. O-220307-201 -Discussion and possible Consideration of Ordinance Amending Chapter 92, Water Rates, Adjusting Water Rates and Fees Effective on Bills Issued on 4/1/2022 for Water Consumed during the March Billing Cycle
The council discussed a communication plan.

Motion by Cox, seconded by Sillanpaa, to Approve the first reading of O-220307-201. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- f. O-220307-202 -Discussion and possible Consideration of Amending Chapter 106, Collection of Solid Waste
Motion by Pepper, seconded by Cox, to Approve the first reading of O-220307-202. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

9. Discussion Items -

- a. Homeless Coordinating Council
Mayor Elrod discussed the council and the need for a representative from Bondurant. Council Member Pfeffer expressed interest in serving on the board for Bondurant.
10. Reports / Comments and appropriate action thereon:
 - a. Mayor
Suggested an ADHOC committee that focuses on diversity, equity and inclusion comments, DART update.
 - b. Council Members
Pfeffer - MWA update, CVB update.
Driscoll - Congratulations to Jill, BRAVO Board update, Tree Board update.
Cox - Chamber update, upcoming EPIC meeting.
McKenzie - Questioned the soccer field's irrigation, questioned the community garden, questioned tornado support, questioned a master gardener club.
Sillanpaa - MAC meeting tomorrow.
 - c. Administrator
Met with the new City of Altoona City Administrator, the city received information regarding hotel interests, and meeting tomorrow regarding water trails.
 - d. Directors
Horton - Bid opening today, and a contract will be awarded on the 21st.
Murray - Central Park Master Planning process update, received a draft of a future land use plan for the comprehensive plan, Knuth annexation update.
Sanders - Summer Reading Program update, 5-year long-range plan update, library board vacancy update.
Jess - None.
Kreuder - Active-threat workgroup update, tornado support update.
11. **Closed Session-** Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Motion by Pfeffer, seconded by Cox, to Move into closed session at 07:51 PM. Roll Call: Ayes: Cox, McKenzie, Pfeffer, Sillanpaa, Driscoll.
Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the closed session at 08:16 PM.
12. Adjournment
Motion by Pfeffer, seconded by Cox, to adjourn at 08:16 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on March 7, 2022, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

Doug Elrod, Mayor



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00582 - WET & SALES TAX EXPENSE FOR 02/2022

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0387 - TREASURER - STATE OF IOWA									Vendor Total:	7,484.25
INV0001879	Invoice	3/8/2022	3/8/2022	3/8/2022	3/8/2022	5,929.50	0.00	0.00	0.00	5,929.50
Water Excise Tax	AP Bank Code - AP Bank			No	Payment Date: 3/8/2022			Bank Draft:		DFT0001466
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Water Excise Tax	Service		0.00	0.00	5,929.50	0.00	0.00	0.00		5,929.50
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
600-812-6420	WATER EXCISE TAX				5,929.50	100.00%				
INV0001880										
Invoice	3/8/2022	3/8/2022	3/8/2022	3/8/2022	1,554.75	0.00	0.00	0.00		1,554.75
SALES TAX PAYMENT	AP Bank Code - AP Bank			No	Payment Date: 3/8/2022			Bank Draft:		DFT0001467
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
SALES TAX PAYMENT	Service		0.00	0.00	1,554.75	0.00	0.00	0.00		1,554.75
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
610-817-6418	SALES TAX EXPENSE				745.63	47.96%				
741-865-6418	SALES TAX EXPENSE				809.12	52.04%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	2	7,484.25	0.00	0.00	0.00	7,484.25	7,484.25	0.00
Grand Total:		7,484.25	0.00	0.00	0.00	7,484.25	7,484.25	0.00

Account Summary

Account	Name	Amount
600-812-6420	WATER EXCISE TAX	5,929.50
Total:		5,929.50

Account	Name	Amount
610-817-6418	SALES TAX EXPENSE	745.63
Total:		745.63

Account	Name	Amount
741-865-6418	SALES TAX EXPENSE	809.12
Total:		809.12



Check Register

Packet: APPKT00581 - 3/4/22 AP FOR MEETING ON 3/21/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2188	AMAZON	03/04/2022	Regular	0.00	1,745.05	59943
	Void	03/04/2022	Regular	0.00	0.00	59944
	Void	03/04/2022	Regular	0.00	0.00	59945
	Void	03/04/2022	Regular	0.00	0.00	59946
0048	BAKER & TAYLOR	03/04/2022	Regular	0.00	3,021.44	59947
1537	BOUND TREE MEDICAL LLC	03/04/2022	Regular	0.00	915.58	59948
0073	BRICK,GENTRY,BOWERS,SWARTZ &	03/04/2022	Regular	0.00	5,547.50	59949
2504	CAPITAL ONE	03/04/2022	Regular	0.00	83.74	59950
2571	DANIEL HOWIESON	03/04/2022	Regular	0.00	92.00	59951
2415	DES MOINES STEEL CO	03/04/2022	Regular	0.00	18.20	59952
2175	EMMONS & OLIVER RESOURCE	03/04/2022	Regular	0.00	15,294.50	59953
2246	ETECH	03/04/2022	Regular	0.00	6,646.25	59954
	Void	03/04/2022	Regular	0.00	0.00	59955
1069	FIRST NATIONAL BANK OMAHA	03/04/2022	Regular	0.00	98.23	59956
0459	GALLS LLC	03/04/2022	Regular	0.00	74.28	59957
0185	HACH COMPANY	03/04/2022	Regular	0.00	343.23	59958
0251	KEYSTONE LABORATORIES	03/04/2022	Regular	0.00	250.00	59959
2522	LENOVO (UNITED STATES) INC	03/04/2022	Regular	0.00	84.94	59960
0040	MEDIACOM	03/04/2022	Regular	0.00	444.45	59961
1513	MOODY'S INVESTORS SERVICE	03/04/2022	Regular	0.00	29,000.00	59962
0286	METRO WASTE AUTHORITY	03/04/2022	Regular	0.00	700.00	59963
1525	REGISTER MEDIA	03/04/2022	Regular	0.00	1,896.16	59964
2429	STOP & SMELL THE FLOURS	03/04/2022	Regular	0.00	300.00	59965
0564	STOREY KENWORTHY/MATT PARROTT	03/04/2022	Regular	0.00	97.78	59966
1534	STRATUS BUILDNG SOLUTIONS IOWA	03/04/2022	Regular	0.00	851.56	59967
2310	TITAN MACHINERY	03/04/2022	Regular	0.00	3,810.00	59968
2341	T-MOBILE	03/04/2022	Regular	0.00	360.00	59969
2227	TYLER TECHNOLOGIES INC	03/04/2022	Regular	0.00	53.60	59970
0525	US CELLULAR	03/04/2022	Regular	0.00	521.88	59971
1161	VEENSTRA & KIMM, INC.	03/04/2022	Regular	0.00	63,211.09	59972
2433	WEX BANK	03/04/2022	Regular	0.00	3,664.70	59973
0416	POSTMASTER	03/02/2022	Bank Draft	0.00	495.47	DFT0001465

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	88	27	0.00	139,126.16
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	1	1	0.00	495.47
EFT's	0	0	0.00	0.00
	89	32	0.00	139,621.63

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2022	139,621.63
			<u>139,621.63</u>



Check Register

Packet: APPKT00584 - 3/11/22 AP FOR MEETING ON 3/21/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2573	AMANDA WOBSCALL	03/11/2022	Regular	0.00	30.00	59974
0049	BAKER GROUP	03/11/2022	Regular	0.00	6,878.08	59975
1585	BIG GREEN UMBRELLA MEDIA INC	03/11/2022	Regular	0.00	490.00	59976
0910	BONDURANT-FARRAR COMM SCHOOL	03/11/2022	Regular	0.00	6,162.50	59977
2454	BOOT BARN	03/11/2022	Regular	0.00	152.99	59978
1537	BOUND TREE MEDICAL LLC	03/11/2022	Regular	0.00	567.91	59979
	Void	03/11/2022	Regular	0.00	0.00	59980
1718	BRICK STREET MARKET	03/11/2022	Regular	0.00	185.83	59981
0097	CITY OF DES MOINES	03/11/2022	Regular	0.00	63,957.77	59982
0998	EMERGENCY APPARATUS MAINTENAN	03/11/2022	Regular	0.00	1,041.18	59983
2246	ETECH	03/11/2022	Regular	0.00	6,120.99	59984
0780	FIRE SERVICE TRAINING BUREAU	03/11/2022	Regular	0.00	50.00	59985
0459	GALLS LLC	03/11/2022	Regular	0.00	671.91	59986
0230	IOWA ONE CALL	03/11/2022	Regular	0.00	171.10	59987
0228	IMFOA	03/11/2022	Regular	0.00	120.00	59988
0849	KARL CHEVROLET, INC.	03/11/2022	Regular	0.00	1,348.36	59989
0251	KEYSTONE LABORATORIES	03/11/2022	Regular	0.00	55.00	59990
0348	LINDE GAS & EQUIPMENT INC.	03/11/2022	Regular	0.00	263.96	59991
0040	MEDIACOM	03/11/2022	Regular	0.00	802.86	59992
2409	MERCY NORTH PHARMACY	03/11/2022	Regular	0.00	246.58	59993
0308	MUNICIPAL SUPPLY	03/11/2022	Regular	0.00	24,366.00	59994
0286	METRO WASTE AUTHORITY	03/11/2022	Regular	0.00	29,239.98	59995
2192	OMNI EMS	03/11/2022	Regular	0.00	1,513.86	59996
2572	OPUS DESIGN BUILD, LLC	03/11/2022	Regular	0.00	35.00	59997
1457	O'REILLY AUTO PARTS	03/11/2022	Regular	0.00	54.34	59998
0337	POLK COUNTY TREASURER	03/11/2022	Regular	0.00	57,433.00	59999
1267	REES TREE SERVICE	03/11/2022	Regular	0.00	12,075.00	60000
2322	SHRM	03/11/2022	Regular	0.00	229.00	60001
2574	STERICYCLE, INC.	03/11/2022	Regular	0.00	325.44	60002
1301	STOREY KENWORTHY	03/11/2022	Regular	0.00	1,958.82	60003
0564	STOREY KENWORTHY/MATT PARROTT	03/11/2022	Regular	0.00	48.70	60004
2231	VERIZON WIRELESS	03/11/2022	Regular	0.00	2,578.61	60005
0144	DES MOINES WATER WORKS	03/25/2022	Bank Draft	0.00	28,349.70	DFT0001469
0144	DES MOINES WATER WORKS	03/25/2022	Bank Draft	0.00	15,821.02	DFT0001470
0144	DES MOINES WATER WORKS	03/25/2022	Bank Draft	0.00	22.00	DFT0001471

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	49	31	0.00	219,174.77
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	3	3	0.00	44,192.72
EFT's	0	0	0.00	0.00
	52	35	0.00	263,367.49

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2022	263,367.49
			263,367.49



Payroll Check Register

Checks

Pay Period: 2/28/2022-3/13/2022

Packet: PYPKT00292 - 02/28-03/13/2022 PAID 03/18/2022

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
CHRISTIAN, MARGARET L	3129	Regular	03/18/2022	823.54	1075



Payroll Check Register

Direct Deposits

Pay Period: 2/28/2022-3/13/2022

Packet: PYPKT00292 - 02/28-03/13/2022 PAID 03/18/2022

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	03/18/2022	219.45	102395
BAILEY, BOYCE E	7104	03/18/2022	1,278.75	102396
BERGESON, JOHN W	7121	03/18/2022	1,618.19	102397
BRIGGS, ASHTON S	1511	03/18/2022	722.96	102398
BRUCE, EMMA	3141	03/18/2022	558.15	102399
BUCKLIN, JEFFERY D	1562	03/18/2022	650.74	102400
CARPENTER, JOHN C	5129	03/18/2022	1,330.71	102401
COLLINS JR, ANTHONY M	9152	03/18/2022	30.00	102402
COLLINS JR, ANTHONY M	9152	03/18/2022	987.04	102402
COLLISON, PATRICK F	5103	03/18/2022	1,893.51	102403
CORY, JOHN P	7120	03/18/2022	1,239.84	102404
CRITTENDEN, MATTHEW	1567	03/18/2022	593.11	102405
EHLE, AANNA N	1575	03/18/2022	805.22	102406
GERDNER, RONALD L	7122	03/18/2022	1,415.54	102407
HAGAN, SHELBY L	5118	03/18/2022	1,944.71	102408
HAHN, NATHAN D	1521	03/18/2022	455.64	102409
HARMISON, TROY G	1503	03/18/2022	1,278.15	102410
HIGGINS, DAVID P.	7105	03/18/2022	1,297.13	102411
HORTON, JOHN C	7112	03/18/2022	2,302.47	102412
HORTON, JOHN C	7112	03/18/2022	100.00	102412
HUFF, TIMOTHY J	1559	03/18/2022	1,239.71	102413
JESS, JENE N	5123	03/18/2022	2,469.33	102414
JOHNSON, ANNASTASHA	5130	03/18/2022	1,057.44	102415
KLINKER-FELD, MICHELL M	3135	03/18/2022	1,545.48	102416
KOOIKER, ASHTON BRENT	7123	03/18/2022	1,326.07	102417
KREUDER, AARON M	1441	03/18/2022	2,463.07	102418
MANGUM, MEGAN SUSANNA	3142	03/18/2022	452.93	102419
MARSHMAN, CRAIG A	5125	03/18/2022	1,257.00	102420
MORRIS, REBECCA L	1504	03/18/2022	1,827.03	102421
MURRAY, MARGARET	5126	03/18/2022	2,298.61	102422
OLIVER, MARKETA S	8403	03/18/2022	3,069.52	102423
OLIVER, MARKETA S	8403	03/18/2022	300.00	102423
PHIPPS-BUCKLIN, CHANTEL E	4145	03/18/2022	404.26	102424
REYNOLDS, RAY A	1537	03/18/2022	746.88	102425
RIZVIC, EMILY	5131	03/18/2022	1,432.08	102426
SANDERS, JILL C	3128	03/18/2022	1,944.43	102427
SCHINCKE, MEGAN	3137	03/18/2022	842.58	102428
SCHINCKE, MEGAN	3137	03/18/2022	361.10	102428
SCHROER, DAVID J	1528	03/18/2022	412.51	102429
SPOERRY, DANIELLE M	1527	03/18/2022	1,168.58	102430
SUMMERS, ALAN C	1534	03/18/2022	745.49	102431
VAN HOUTEN, NICOLE M	5121	03/18/2022	1,214.26	102432



Payroll Check Register

Report Summary

Pay Period: 2/28/2022-3/13/2022

Packet: PYPKT00292 - 02/28-03/13/2022 PAID 03/18/2022

Payroll Set: City of Bondurant, IA - 01

Type	Count	Amount
Regular Checks	1	823.54
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	42	49,299.67
Total	43	50,123.21

Special Event Packet



Special Event Permit—Guidelines and Requirements

As an individual or organization requesting use of City of Bondurant public property or right-of-way for a special event, you have basic responsibilities to fulfill in order to conduct your event with the approval of the City of Bondurant. The public property may include the use of the streets, trail system, or parkland. Receiving approval from the City of Bondurant does not preclude responsibility for any additional permits or approvals by the City or related to state and federal regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances.

The City of Bondurant will determine whether an event is classified as a Special Event if outside of the description stated. The following general guidelines and responsibilities apply to activities such as parades, runs/walks, athletic events, street fairs, outdoor concerts, block parties, bicycling events, and/or fundraisers.

- A. Upon issuance of the Special Events Permit, the applicant must comply with insurance provisions requiring a certificate of Insurance naming the City of Bondurant and its officials, agents, employees, and board members as a co-insured in the following amounts: General Liability and Dram Shop Insurance (if serving alcohol) coverage in an amount not less than \$1,000,000 per occurrence. Please note that insurance requirements are waived for neighborhood-based block parties.
- B. The application must include a **map of the specific area** to be used or route to travel. The map must delineate the City property to be used (Streets/Sidewalks/Trails/Parks, etc.) start and finish points and direction of flow, if applicable, as well as location(s) of outdoor toilet, trash receptacles, street barricades, and liquor dispensing area(s), if any.
- C. The applicant must comply with all federal, state, county, and city laws; ordinances and regulations including all regulations adopted and established by the city.
- D. The applicant must assume extra costs, if applicable, associated with public safety and sanitation at the level of service required by the City of Bondurant. This includes the number and type of barricades, number of portable toilets and trash receptacles, and the number and hours of police/security officers or other city staff as required.
- E. If alcoholic beverages are to be sold or an entrance or admission is charged for an event at which alcoholic beverages will be served, a Liquor Permit and Dram Shop Insurance will be required. This permit, which is not included in the application for the Special Event Permit, requires consideration and approval by the Bondurant City Council and, in most instances, requires approval by the State of Iowa.
- F. If the event is held in a secured area, allowance must be made for access for fire emergencies including a minimum of two (2) exits. Events held on public streets must include an allowance for a continuous, through traffic lane for use by public safety personnel in an emergency. Council approval and type III barricades are always required for any street closure. The barricades must be sufficient as to completely close the street or roadway but yet be easily and quickly removable solely for emergency vehicle access.
- G. The use of a tent more than 200 square feet (enclosed) or canopy style (open on three sides) of more than 400 square feet require proof of the retardancy from the manufacturer or supplier as well as the proposed location and intended use of the tent.
- H. Signage for the event must adhere to the City's Sign Ordinance. Compliance may require a sign permit, issued by the Planning and Development Department.

- 
- I. City Code section 53.03 for commercially zoned areas states the music end time is 12:00 midnight Sunday-Thursday and 2:00 AM Friday and Saturday. For residentially zoned areas the music end time is 10:00 PM Sunday-Thursday and 12:00 midnight Friday and Saturday. If the event will utilize amplified sound a [noise permit](#) will be needed. As indicated above, the cost of the permit, issued by the City Clerk must be included in the application fee for the Special Event Permit.
 - J. Any valid complaint of disturbance of the peace will result in a warning and if it continues, it shall be reason to terminate the event/block party.
 - K. The following number of portable toilets is required in accordance with estimated event attendance: For events with alcohol, one portable toilet for every 150 people and for events without alcohol, or one portable toilet for every 250 people.
 - L. The applicant must utilize police/security officers if recommended by the City or Polk County Sherriff Office. When alcohol is available at the event, the applicant must comply with the recommendations. In some instances off-duty officers may be hired; contact the Polk County Sherriff's office for details.
 - M. The applicant must propose a plan to address sanitation/garbage collection for the event.
 - N. If the event requires the closure of public streets, a separate page will need to list all property owners impacted by the street closure with their printed name, signature, and address. All property owners in the immediate affected area to be blocked off shall be notified in advance of the street closure.
 - O. Depending on the estimated event attendance consider contracting emergency medical services to be prepared in case of a medical emergency.

Special Event Application

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

(Please Print)

Event Name Bondurant Bike Night **Date(s) of Event** 4th Friday April-Sept
Location Reclaimed Rails, street blockage by the Rails on 1st & Main, same as last year
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)
Setup Time 3pm **Starting Time** 5pm **Ending Time** Midnight

(Please Print)

Organization Hosting Event Reclaimed Rails
Contact Person Steve Wheeler **Day Phone** 515-864-1001
Email wheelles75@gmail.com
Addl. Contact Jon Lang **Day Phone** 515-654-8159
Email gm@rrbrewco.com

Type of Event:

Check all that apply.

- | | | |
|--|---|---|
| ☐ Parade | ☐ Fundraiser | ☐ Walk/Run Event |
| ☐ Fair/Festival | ☒ Outdoor Concert | ☐ Block Party |
| ☐ Bicycle Event | | |
| ☒ Other (please explain) _____ | | |

Describe the Event (please attach additional pages if necessary): Expect to have a band outside on 1st St. next to the large outdoor cooler at the Rails. Will need barricades blocking 1st St. by Founders, and just to the East behind our cooler, and on Main from the Bike Trail to Second Street close to the park, streets blocked for vendors and parking.

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

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

Event Details:

(provide estimated counts)

Estimated Attendance

750

Trash Containers

6

Portable Toilets

2

(circle what applies)

Open to the general public?

YES / NO

Tents

YES / NO

Inflatable Houses/Toys

YES / NO

Amplified Music

YES / NO

Alcoholic Beverages

YES / NO

Banners/Signs

YES / NO

Vendors:

(provide estimated counts)

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

• Number of Vendors

3-4 each night

• List of Vendors and/or Type of Vendor

Will vary from week to week, but all will be permitted through the City.

- Permits for *Mobile Food Vendors* are required for food truck vendors per City Ordinance ([Chapter 125](#)). Current [application](#) and license must be on display in the Mobile Food Unit.
- Banners/Signs may be placed along roadways to guide people to your event, but in no way may be affixed to trees, street signs, park signs or City buildings. Signs are to be removed immediately following event. Grounds markings are allowed, however spray paint is prohibited—chalk or signage would be more appropriate. Failure to do so will result in maintenance fees and/or fines according to littering ordinances.
- Trash and debris cleanup: depending on the event attendance, a dumpster may be required. Park trash cans are for daily park users. Event attendance over 75 will required additional trash cans. Metro Waste Authority offers Event Recycling Stands that should be considered.

Special Provisions: (city provided—for example: trash containers, barricades, etc.)**Is there any special assistance that you will need the City to provide?**☐

Yes

☒

No

Will you need to [borrow barricades](#) from the City?☒

Yes

☐

No

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

Will you need to [close the street](#) for your event?☒

Yes

☐

No

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

Will you need portable restrooms?☒

Yes

☐

No

(See required amount enclosed in the application guidelines on pg. 2. If yes, they are at your expense.)

Provide details about the event garbage collection plans: _____

Will you charge admission / registration fees:

☐ Yes ☒ No

If yes, is this for profit or not for profit? _____ A special event application fee may apply.

Will there be product for sale on site?

☒ Yes ☐ No

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

Will alcohol be served or sold?

☒ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☒ No

Will you be using inflatable rides or devices?

☐ Yes ☒ No

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

Will your event interfere with vehicle traffic?

☒ Yes ☐ No

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

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

☐ Yes ☒ No

Will you be shooting off fireworks?

☐ Yes ☒ No

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

Will you be posting temporary signage?

☒ Yes ☐ No

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

Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

☒ Yes ☐ No

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

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

Will you need access to electricity?

☐ Yes ☒ No

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

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

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

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

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

Signature **Steve Wheeler**

Digitally signed by Steve Wheeler
Date: 2022.01.13 16:58:41 -06'00'

Date _____

Printed Name **Steve Wheeler**

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.

Check List and Fee Table to Calculate your application fee:

(no charge for not for profits, schools, and/or school organizations and city/county and/or city/county organizations)

☐ Noise Permit Fee	\$20/a day or less \$40/more than a day		Please make check payable to The City of Bondurant.
☐ Temporary Sign Permit Fee	\$10/ 30 days		
☒ For Profit Special Event Fee	\$100	<i>not approved > tabled</i>	
☐ Certificate of Insurance with City names as additional insured		n/c	
☐ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION			

Nicole Van Houten

From: Nicole Van Houten
Sent: Monday, March 14, 2022 2:10 PM
To: Steve Wheeler
Cc: Lang Jon; Marketa Oliver; Nicole Van Houten
Subject: RE: Bike Night Special Event Packet

Hi Steve –

If you are lacking signatures. The approval is left up to City Council.

Next City Council meeting to get this approved in time is March 21. We must have everything in 30 days prior to your event, which is March 22.

All items must be on the agenda before Wednesday.



Nicole Van Houten

Communications & Events Specialist

P: 515.630.6982

E: nvanhouten@cityofbondurant.com

W: cityofbondurant.com

City of Bondurant | 200 2nd Street NE Box 37 | Bondurant, IA
50035

Don't miss the upcoming events hosted by the Bondurant Parks and Recreation Department:

April 16 [Keep Bondu Beautiful](#)

April 23 [Live Healthy Iowa 5K/1K](#)

May 7 [Citywide Garage Sales](#)

May 14 [Spring Cleanup](#)

Make sure to stay connected on [Facebook](#), [Twitter](#), [LinkedIn](#), [Instagram](#), or [YouTube](#)!

Sign up for [The Bondurant Bounce](#), [E-mail Notifications](#) or [Text Alerts](#)!

Through its caring community and vibrant opportunities, in the City of Bondurant you'll experience *life connecting*.

From: Steve Wheeler <wheeles75@gmail.com>
Sent: Monday, March 7, 2022 8:16 PM
To: Nicole Van Houten <nvanhouten@cityofbondurant.com>
Cc: Lang Jon <gm@rrbrewco.com>; Marketa Oliver <moliver@cityofbondurant.com>
Subject: Re: Bike Night Special Event Packet

Nicole - attached is the signed Noise Permit. Once everything is approved we can get the fee paid with the City. The trash receptacles will be positioned around the intersection of 1st & Main where most people congregate. I don't have a good way to edit the map and add them.

Jon is working to get signatures from the folks noted in the email, I expect that task can be completed in the next week or so. Based on history, I don't expect Sue Ugilini will be interested in signing if she doesn't sign (or potentially one of our other neighbors), what are our options to keep the event going?

Thanks,
Steve

On Thu, Mar 3, 2022 at 10:44 AM Nicole Van Houten <nvanhouten@cityofbondurant.com> wrote:

Hi Steve –

Circling back around from our last meeting. Thank you for your patience while we got logged into the new google meets conference. I'm glad we were able to still meet.

I received your insurance policy – thank you for that.

The Special Events Packet is still pending and awaiting City Council Approval.

Here is what we need to work through:

1. Attached is your map with some proposed adjustments. Please finalize the map and send back or I can use the map with our proposed adjustments. The map will also need to include your plan for additional trash receptacles.
2. Bondurant Public Works agreed to facilitate City issued trash receptacles and will drop those off at the same location as the barricades.
3. Send a separate page that includes the list of property owners impacted by the street closures with their printed names, signature, and address. According to the map these are the businesses that we

Nicole Van Houten

From: Nicole Van Houten <nvanhouten@cityofbondurant.com>
Sent: Friday, January 28, 2022 11:38 AM
To: 'Steve Wheeler'
Cc: nvanhouten@cityofbondurant.com
Subject: RE: Bike Night Special Event Packet
Attachments: Bike Night Map Proposal.png

Howdy –

A lot of forms were combined, but the Noise Permit wasn't one of them.

I was able to get a status update on your application. Here is what we need to work through:

1. Attached is your map with some proposed adjustments. Let me know if you have any questions. The map will also need to include your plan for additional trash receptacles.
2. Upon issuance of the Special Event Permit, we will need certificate of insurance naming the City of Bondurant and its officials, agents, employees, and board members as a co-insured
3. Send a separate page this includes the list of property owners impacted by the street closures with their printed names, signature, and address. According to the map these are the businesses that we see impacted by this: Kaleidohope, Off the Rails Quilting, Ugillini Law Office, Founder, Iowa Floor Covering, Little House on Main, and Boxcar BBQ.
4. Here is the noise permit application
https://www.cityofbondurant.com/sites/g/files/vyhlf2841/f/uploads/noise_permit_1.pdf
5. Here is the sign permit to apply for a temporary sign permit
https://www.cityofbondurant.com/sites/g/files/vyhlf2841/f/uploads/sign_permit_application_2.pdf
6. The Special Event Application fee is not needed at this time. The only fees to consider are the Noise Permit fee and Sign Permit fee.

Let me know if you have any questions.

From: Steve Wheeler <wheeles75@gmail.com>
Sent: Friday, January 28, 2022 10:44 AM
To: Nicole Van Houten <nvanhouten@cityofbondurant.com>
Subject: Re: Special Event Packet

Ok. I didn't send a separate noise permit because I thought everything was in this one form per our convo at the Rails a while back. I'll get the Col sent over too. Once we get everything hammered out here I'll get the application fee sent over.

Thanks!
Steve

On Jan 28, 2022, at 8:27 AM, Nicole Van Houten <nvanhouten@cityofbondurant.com> wrote:

Good morning –

I will follow up on this and let you know.

A few things I notice is that a noise permit will be needed. I don't see one that was pulled for last year, but that may have been an oversight. There is also a \$100 application fee that is new. Also, a Certificate of Insurance will need to be issued for this calendar year. Once it is submitted for this year, we keep it on file for all events for the year, so it won't be needed each Special Event Application. I also know that the list of signatures may not be necessary, but I have to check.

More to come.



Nicole Van Houten

Communications & Events Specialist

P: 515.630.6982

E: nvanhouten@cityofbondurant.com

W: cityofbondurant.com

City of Bondurant | 200 2nd Street NE Box 37 | Bondurant, IA
50035

From: Steve Wheeler <wheeles75@gmail.com>

Sent: Thursday, January 27, 2022 5:41 PM

To: Nicole Van Houten <nvanhouten@cityofbondurant.com>

Subject: Re: Special Event Packet

Hi Nicole - any update on this?

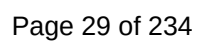
Thanks,
Steve

On Thu, Jan 13, 2022 at 5:09 PM Steve Wheeler <wheeles75@gmail.com> wrote:

Hi Nicole. Attached is the form for Bike Night's this summer, we want to do them on the 4th Friday of the month from April - September. So, specific dates we want are: 4/22, 5/27, 6/24, 7/22, 8/26, & 9/23. For each event, we'll want the City to drop off the barricades around 3pm, and we'll make sure they're piled up in front of the Rails at the end of the night for easy pick up on Saturday.

For the map I attached, I don't have one that is editable currently, but everything should generally be accurate except for the barricade by Founders which should actually be moved further west to the west end of Founders property and not at the intersection of 1st & Main. I've confirmed with Nicki Romare that Founders is 'In', so there should be no repeat concerns from them like last year.

Let me know what question you have. Thanks!





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2021

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 have **ADDITIONAL INSURED** provisions or 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 The Insurance Station, Inc. 116 2nd St SE PO Box 219 Altoona IA 50009		CONTACT NAME: Nicole Almburg PHONE (A/C, No, Ext): (515) 967-0489 FAX (A/C, No): (515) 967-2165 E-MAIL ADDRESS: nicole.almburg@insurancestationinc.com	
INSURED Altus Brewing Company, LLC 101 Main St SE 101 Main St SE Bondurant IA 50035		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Mutual INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 15350	

COVERAGES **CERTIFICATE NUMBER:** MASTER 2021-2022 **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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	A065013	09/10/2021	09/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG Adj. for Pdct/Completed \$ 2,000,000 COMBINED SINGLE LIMIT - (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		A065013	09/10/2021	09/10/2022	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	A065021	09/10/2021	09/10/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability		A065013	09/10/2021	09/10/2022	1,000,000

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

The City of Bondurant is listed as an Additional Insured.

CERTIFICATE HOLDER

City of Bondurant 200 2nd St NE Box 27 Bondurant IA 50035	CANCELLATION 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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Bondurant

City of Bondurant
200 2nd St NE, PO Box 23
Bondurant, IA 50035
Phone: 515-967-2418
Fax: 515-967-5733

Permit No. _____

APPLICATION FOR NOISE PERMIT

APPLICANT NAME: Reclaimed Rails - Jew Long APPLICATION DATE: 3/7/2022
APPLICANTS ADDRESS: 101 Main St. PHONE: 515-777-1443
EMAIL ADDRESS: gaw@reclaimedrails.com CONTACT PERSON DURING EVENT/PHONE #: 515-954-8159
TITLE OR DESCRIPTION OF THE EVENT: Bondurant Bike Night
LOCATION/ADDRESS where the sound equipment is to be used (Please be specific and/or attach sketch map):
13th St. to the North of Reclaimed Rails
PURPOSE for which the sound equipment is to be used: Events
DATE: 4/22/2024 TIME: FROM 4:00 TO 11:00 ANTICIPATED EVENT ATTENDANCE: 300-400
GENERAL DESCRIPTION OF SOUND EQUIPMENT (include license number of any vehicle upon which it is to be operated):
Speakers & Musical Instruments

PERMIT FEE: \$20 for one day or less ☒ \$40 for one day through one week _____
Non profit fee is waived.

PERMIT TYPES & STANDARDS

☒ **Type A Permit - General Standards:** A type A permit may be issued for sound equipment emitting music or human speech that will be registering more than sixty (60) dB(A)s when the sound level is measured at the real property boundary of the private residence nearest the sound equipment. Sound equipment permitted under a type A permit may be used only in areas of the City zoned for nonresidential and only between the hours of nine o'clock (9:00) a.m., and twelve o'clock (12:00) a.m., from any day Sunday to Thursday and only between the hours of nine o'clock (9:00) a.m., and two o'clock (2:00) a.m., from any day Friday or Saturday.

Type B Permit - Sound Trucks: Sound trucks may be operated only under a type B permit. A type B permit may be issued for sound equipment mounted upon a motor vehicle and intended for use upon City streets, provided the sound equipment emits only music or human speech registering not more than eighty (80) dB(A)s when the sound level is measured at a distance of one hundred feet (100) from the sound equipment. Sound equipment permitted under a type B permit may be used only in nonresidential areas from nine o'clock (9:00) a.m., to nine o'clock (9:00) p.m.

Type C Permit: Parks - General Standards: A type C permit may be used for sound equipment emitting music or human speech that will be registering more than sixty (60) dB(A)s when the sound level is measured at the real property boundary of the private residence nearest the sound equipment. Sound equipment permitted under a type C permit may be used only in public parks owned and operated by the City or public grounds owned and operated by another government body from between the hours of nine o'clock (9:00) a.m., and ten o'clock (10:00) p.m., from any day Sunday to Thursday and only between the hours of nine o'clock (9:00) a.m., and twelve o'clock (12:00) a.m., from any day Friday or Saturday, for events authorized and approved by the City or other body having jurisdiction over the park or public grounds.

Type D Permit: School Grounds - General Standards: type D permit may be issued for sound equipment emitting music or human speech that will be registering more than sixty (60) dB(A)s when the sound level is measured at the real property boundary of the residence nearest the sound equipment. Sound equipment permitted under a type D permit may be used only on school or church grounds or in conjunction with a school sponsored or church sponsored activity between the hours of nine o'clock (9:00) a.m., and ten o'clock (10:00) p.m., from any day Sunday to Thursday and only between the hours of nine o'clock (9:00) a.m., and twelve o'clock (12:00) a.m., from any day Friday or Saturday, for events authorized and approved by the authorities having jurisdiction of the grounds.

Type E Permit - Residential Events: A type E permit may be used for sound equipment emitting music or human speech that will be registering more than sixty (60) dB(A)s when the sound level is measured at the real property boundary of the private residence nearest the sound equipment. Sound equipment permitted under a type E permit may be used only pursuant to a permitted street closing and only between the hours of nine o'clock (9:00) a.m., and ten o'clock (10:00) p.m., from any day Sunday to Thursday and only between the hours of nine o'clock (9:00) a.m., and twelve o'clock (12:00) a.m., from any day Friday or Saturday.

I understand and will abide by the rules in the noise ordinance Chapter 53. An event for which a Noise Permit either has not been obtained or which is in violation of the maximum decibel levels will also be subject to those penalties established in City Code Chapter 4, Municipal Infractions, not to exceed \$750 for the first offense and not to exceed \$2000 for each repeat offense.

Steve Wheeler

Signature of person requesting permit

City Administrator signature: _____ Date: _____

This permit does not place any liability on the City of Bondurant, Iowa, resulting from the event.

Bondurant Parks and Recreation Board
Minutes
February 17, 2022

1. Roll Call

Present: Miller, Collison, Robinson, Karwoski, Lyman,
Simpson, Williams

Absent: None.

City Officials Present: City Administrator Marketa Oliver,
Communications and Events Specialist Nicole
Van Houten

2. Call to Order and Declaring a Quorum

Chair Lyman called the meeting to order at 6:00 p.m. and declared a quorum.

3. Abstentions declared

None.

4. Approval of Minutes

a. Park & Rec 22-1

Motion by Miller seconded by Karwoski to approve January 20, 2022 minutes. Vote on Motion 7-0. Motion carried.

5. Perfecting and Approval of the Agenda

Motion by Robinson seconded by Miller to approve the February 17, 2022 agenda. Vote on Motion 7-0. Motion carried.

6. Guests requesting to address the Parks Board

None.

7. Action Items

None.

8. Discussion Items -

a. 2022 Bondurant Cemetery Rules and Regulations and Ground Maintenance Holiday Schedule

Motion by Lyman seconded by Williams to approve 2022 Cemetery Rules and Regulations including Ground Maintenance Holiday Schedule. Vote on Motion 7-0. Motion carried.

b. 2021 Annual Report

Received and filed.

c. Event Reports
Received and filed.

d. Updating Standard Park Kit Amenities

Presenter: Nicole Van Houten

Representing: City staff.

Discussion Item: **Standard Park Kit Amenities** were established in 2014/2015 when the majority of neighborhood parks were installed. A discussion was to determine if these amenities are the amenities the Board wishes to continue requiring of neighborhood parks in the future. If these are to remain the same, then we will want updated quotes for better share pricing. While the staff believes it makes sense to have certain amenities in each park, it is critical that each park has its own character and the neighborhood has input into local park development.

The Board agreed that Standard Park Kit amenities should exist in all the parks, but they should not necessarily look all alike from park to park.

Standard Park Kit:

- Open-air shelter
- Park sign
- One or more trees
- Pet station
- Hours of operation sign
- Public smoking regulations sign
- Decorative trash receptacle
- Picnic table with anti-vandalism bar and clamps
- Bike rack
- Bench
- Playground equipment

Motion by Robinson seconded by Karwoski to recommend the Standard Park Kit for City Council approval. Vote on Motion 7-0. Motion carried.

Presenter: Nicole Van Houten

Representing: City staff.

Discussion Item: The **Memorial Park Amenities** are displayed on the city [website](#). We have had two inquiries this past year about **Memorial Park Amenities** and they have chosen to do something else because of the cost associated with it. A community member is inquiring if a wood or recycling table would be allowed. The current quote for a memorial bench, including the anti-vandalism bar and surface mount. Originally, in 2013, it cost a little less than \$800, and today it costs a little less than \$2,000. The Board discussed whether or not adjustments are necessary to the current Memorial Park Amenities that are identified. Additionally, the board brainstormed ideas for other memorial options.

The Board agreed to the following amendments:

- Remove the trash receptacle from the Memorial Gift list.

Williams and Simpson are concerned about the upkeep of a wood bench or picnic table. The Standard Park Kit should set a standard for a Memorial Gift and if an alternative is to be considered, the Board can review it on an as-needed basis.

The Board brainstormed other memorial options:

- Consider a memorial board or sign at a Specialty Park or Community Park to place nameplates as a donation wall with memorial nameplates for loved ones. Possibly at Central Park, City Park, or at the Bondurant Regional Trailhead near the Chichqua Valley Trail.

Presenter: Nicole Van Houten

Representing: City staff.

Discussion Item: A current Memorial Gift request was submitted to the City for consideration. The Baker Memorial will include a bench, a tree, and a

plaque. The memorial will be placed at Lake Petocka. Based on the location they have chosen, the Bondurant Tree Board has suggested a Swamp White Oak.

Motion by Robinson seconded by Karwoski to approve the tree placement on the outer edge of the Lake Petocka Trail and the tree placement on the inside of Lake Petocka Trail. Vote on Motion 7-0. Motion carried.

e. Neighborhood Parks

Presenter: Nicole Van Houten

Representing: City staff.

Discussion Item: There are a lot of park projects that are planned for 2022/2023, including the Bondurant Dog Park, Central Park Planning, City Park Schematic Design Planning, Bondurant Skate Park, and Eagle Park. A Park Side Trail connection is also being planned, for construction in FY24. Additionally, staff has discussed the need for a trail connection along Grant Street, north of Second Street towards the high school and connecting with the existing trail. The Ditch 2 Stream Stabilization project includes a trail that will go from Second Street NW and connect with the Chichaqua Valley Trail. The staff is also collaborating with the School District on planning tennis and pickleball courts, tentatively scheduled for construction in the calendar year 2024 and in FY25.

At this time, should the board consider focusing on the current projects and take into consideration additional amenities at neighborhood parks in the future?

The Bondurant Parks Master Plan will come after the overall Comprehensive Plan is complete, which may better guide what amenities should go where. This is a time to discuss what parks amenities need to go where in terms of each park having a special feature.

Now that the men's club has attended the board

meeting a few times, including brainstorming, sorting out, and organizing park inventory. The Bondurant Men's Club asks that a Park and Recreation Board member volunteer to attend their next meeting to discuss neighborhood park amenities. The club will vote on what to fund. The Bondurant Men's Club meets on the first and third Wednesday of the month at 7 pm.

The Board considered an amenity to present to the Bondurant Men's Club. Robinson and Lyman volunteer to attend the next Men's Club meeting and propose a Memorial Wall or share a list of Standard Park Kit amenities missing from the current parks.

9. Reports and Comments:

a. Administrator

Presenter: Marketa Oliver

Representing: City Administration.

Report:

1. The tax levy is going down again. The school district will also be dropping its levy by \$1.
2. Infrastructure projects and economic development projects are underway.

b. Board Members

Lyman - none.

Robinson - Inquired if the Park and Recreation Board is involved with the Eagle Park design process. Oliver clarified that the design process is going to be more engineering-based and a steering committee will not be necessary for this project.

Collison - none.

Simpson - none.

Williams - none.

Karowski - The recent Eagle Park Project publication in the Bondurant Living magazine spurred a community member to reach out to me. They are interested in supporting the Disc Golf Course at Eagle Park. I have passed their information to the Bondurant Men's Club to involve them in the construction process. Oliver clarified that the Eagle Park Design contract is on the February 22, 2022 City Council agenda for approval.

10. Adjournment

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

Motion by Miller seconded by Robinson to adjourn at 7:45 p.m. Vote on Motion 7-0. Motion carried.

ATTEST.



Dennis Lyman
Board Chair

Nicole Van Houten
Communications and Events Specialist



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

Item No. 5.e.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving the Professional Services Agreement with Veenstra & Kimm, Inc. for the Design of the Main Street Reconstruction Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This contract is for the design of a street reconstruction project on Main Street SE from Railroad Street to Second Street NE that will include a new urban cross section roadway with storm sewer as well as special paving features, streetlights and landscaping that matches the current downtown streetscape.

This project will also incorporate the needed storm sewer outlet for this downtown corridor along with additional on-street parking which is a much-needed feature in the downtown area.

This project is being driven by the redevelopment of the current Landus Coop Property.

City staff requested quotes and found this proposal was the most competitive.

FUNDING SOURCE: TIF/Bond Funding/RUT

STAFF RECOMMENDATION: Staff would recommend approval of the Professional Services Agreement to Veenstra & Kim in a not to exceed amount of \$86,900.00 for the design of this project.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-70
2. Design Services Contract for Main Street Reconstruction

CITY OF BONDURANT
RESOLUTION NO. 220321-70

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT TO
VEENSTRA & KIMM, INC. FOR THE DESIGN OF MAIN STREET RECONSTRUCTION
IN THE AMOUNT OF NOT TO EXCEED \$86,900.00

WHEREAS, the City of Bondurant received the professional services agreement for the Main Street Reconstruction Project; AND

WHEREAS, the City of Bondurant accepts the proposal of the work as follows:

Project Scope: It is understood and agreed that the Project shall consist of the design of the following improvements.

- a. Street reconstruction including the intersection with Railroad Street up to the south side of 2nd street NE, looking to add parking on street and as well as special paving features, streetlights, and landscaping to match that to the south. Final configurations of the features will be determined during the preliminary design of the project.
- b. A storm sewer outlet needs to be developed as part of the project and extend easterly. This work will be a part of the construction contract for this project and will require coordination with Landus Properties.
- c. It is anticipated that the two-way traffic that exists today will remain following the project. With the addition of off-street parking this should accommodate increased demands. If the configuration changes after preliminary design, addition fees may be required to complete the changes to the plans.

WHEREAS, the City Council approves the contract for the Main Street Reconstruction Project; AND

WHEREAS, payments are to be made to Veenstra & Kimm, Inc. in accordance with and subject to the provisions embodied in the documents made a part of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the professional service agreement with Veenstra & Kimm, Inc. for the Main Street Reconstruction Project in the above-referenced amount is hereby approved.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA Main Street Reconstruction (Railroad Street to 2nd Street NE)

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City anticipate the redevelopment of the Landus Property adjacent to the Main Street and 2nd Street NE, and

WHEREAS, Main Street is not in the condition needed to handle the redeveloped traffic loads, and

WHEREAS, the City has determined that the reconstruction of Main Street from Railroad Street to 2nd Street NE is required, and

WHEREAS, the City's long-range plan calls for the installation of streetscape features along the project matching those previously installed to the south, and

WHEREAS, the City desires to complete the design of Main Street to allow for the reconstruction of the project to occur in the 2023 season, and

WHEREAS, the project will be referred to as the **Main Street Reconstruction, Railroad to 2nd Street NE or Project**, and

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

- 1. PROJECT SCOPE.** It is understood and agreed the Project shall consist of the following:
 - a. Street reconstruction including the intersection with Railroad Street up to the south side of 2nd street NE, looking to add parking on street and as well as special paving features, streetlights, and landscaping to match that to the south. Final configurations of the features will be determined during the preliminary design of the project.
 - b. A storm sewer outlet needs to be developed as part of the project and extend easterly. This work will be a part of the construction contract for this project and will require coordination with Landus Properties.

- c. It is anticipated that the two way traffic that exists today will remain following the project. With the addition of off-street parking this should accommodate increased demands. If the configuration changes after preliminary design, addition fees may be required to complete the changes to the plans.

2. DESIGN APPROACH.

The intent of the design is for the Engineers to prepare preliminary plans and specification requirements for project to determine locations of streetscape features and traffic patterns.

The intent is for the Engineers to prepare final plans that are coordinated with adjacent developments and the storm outlet for the project to allow improvements to move forward independently but at the same time.

- 3. DESIGN SERVICES.** The Engineers shall make topographic and other surveys as may be required for design of the Project and for preparation of plans and specifications along with acquisition plats or easements of property for construction as needed.
- 4. DESIGN AND PROJECT CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project. The Engineers will attend neighborhood meetings to discuss details, staging, timing, easements, and other issues with attendees.
- 5. PLANS AND SPECIFICATIONS.** The Engineers shall prepare detailed plans and specifications as are necessary for construction of the Project. The plans and specifications shall include the entire project and will make use of the past design efforts of the streetscape to complete details and specifications.
- 6. CONSTRUCTION PERMITS.** The Engineers shall be responsible to assist the City in obtaining all necessary construction permits from the appropriate review agencies. The construction permits include, but are not necessarily limited to, a construction permit from the Iowa Department of Natural Resources for the water main improvements.
- 7. COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. Anytime the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, they shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated

Project cost and the actual cost of the construction contract based on competitive bids nor the cost of easements, permanent or temporary.

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

8. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report may be submitted every thirty (30) days if requested. Such progress reports shall be in a form suitable for use by the City as an informational item.
9. **RIGHT-OF-WAY AND EASEMENTS.** The Engineers shall determine the extent of any land acquisition or easement acquisition required for the Project. The Engineers shall prepare acquisition plats and easement descriptions as required for the Project. The Scope of Services does not include the actual work associated with the negotiation or acquisition of right-of-way or easements.
10. **PLANS AND SPECIFICATIONS FOR BIDDERS.** The Engineers shall provide and distribute plans and specifications to bidders for the first phase improvements. In accordance with the provisions of the Code of Iowa the plans and specifications are to be provided and distributed to the bidders at no cost. In accordance with the provisions of the Code of Iowa the City shall reimburse the Engineers for the actual cost of plans and specifications and distribution thereof. The cost of paper plans and specifications to bidders for Phase 1 shall be in addition to the fees set forth for enumerated services. No fee shall be charged for plans and specifications provided and distributed electronically.
11. **AWARD OF CONTRACT.** The Engineers shall have a representative present when bids are opened for the project and shall prepare a tabulation of bids for the City and advise the City in making the award of contract. After the award of contract is made the Engineers shall assist in the preparation of necessary contract documents and transmit the contract documents to the contractor for execution and deliver the contract documents to the City.
12. **SERVICES DURING CONSTRUCTION.** Any services during construction of the Project shall be provided by amendment to this Agreement or at standard hourly rates for the appropriate fiscal year of the services rendered.
13. **RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, and permission for access to private property to perform work.
14. **COMPLETION.** The preliminary design services for the Project shall be completed within four (4) months of the contract approval. Final design for the improvements will be completed to allow for construction of the project in 2023 season.

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

- a. The fee for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be based on the Engineers standard hourly fees with a maximum not to exceed fee of Eighty Six Thousand Nine Hundred Dollars (\$86,900).

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

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

*Occurrence/Aggregate

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

***Claims made basis

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

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

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

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

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

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

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

CITY OF BONDURANT, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 
Gregory J. Roth

By 
Patti Sass



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

Item No. 5.f.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving Memorandum of Understanding with Drake University for Visioning and Goal Setting Facilitation

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS: City staff has been working with representatives from the Ray Center at Drake University for upcoming Council visioning and strategic planning sessions. The effort will be broken into different meetings over a period of months as laid out below.

- Session One: Facilitate one, four-hour workshop to help City Council craft a Compact for Excellence detailing how the Council will work together and establish revised mission, vision, and values for the Council. Mission, Vision, Values statements should reflect a community identity to guide decision-making on strategic plan projects in the long-term (3-7 years).
- Session Two: Facilitate a two-hour session to review and confirm revised mission, vision, and values.
- Sessions Three and Four: Use revised mission, vision, and values document as a lens to update the 2020-2021 Goal Setting Report (anticipate two, two-hour sessions). There is also an optional revision of Goal Setting Report based on feedback from the Council (this could be done by Ray Center or city administrator, as desired (2 hours)).

The estimated cost for the effort is \$6,500.

FUNDING SOURCE: All funds share in the investment as the overarching mission, vision, and goals affect all activities of the City.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-71

2. Drake University MOU

CITY OF BONDURANT
RESOLUTION NO. 220321-71

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH DRAKE
UNIVERSITY FOR PLANNING AND FACILITATION SERVICES

WHEREAS the City Council for the City of Bondurant engages in planning and visioning activities to guide the future of the community; AND

WHEREAS Drake University submitted a proposal to assist the City of Bondurant with general planning and facilitation services to support the Council's development of mission, vision, values, and goals for the city organization; AND

WHEREAS the services to be provided will include but not necessarily be limited to:

1. Participate in all planning meetings and phone calls, as needed; and
2. Session One: Facilitate one, four-hour workshop to help City Council craft a Compact for Excellence detailing how the Council will work together and establish revised mission, vision, and values for the Council
 - a. Mission, Vision, Values statements should reflect a community identity to guide decision-making on strategic plan projects in the long-term (3-7 years)
 - b. Between Session 1 and 2, Ray Center will take mission, vision, and values information from session one and craft a draft of revised mission, vision, and values statements and review with City Administrator; and
3. Session Two: Facilitate a two-hour session to review and confirm revised mission, vision, and values; and
4. Sessions Three and Four: Use revised mission, vision, and values document as a lens to update the 2020-2021 Goal Setting Report (anticipate two, two-hour sessions)
 - o Optional revision of Goal Setting Report based on feedback from the Council (this could be done by Ray Center or city administrator, as desired (2 hours)).

WHEREAS City staff will work with the facilitators to set and notice appropriately the meetings to be held with the elected body; AND

WHEREAS City staff will provide any and all information necessary to accomplish the goals of the Memorandum of Understanding; and

WHEREAS the cost for the professional services is estimated to be \$6,500.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Memorandum of Understanding with Drake University is hereby approved as presented.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

**Drake University and the City of Bondurant
Memorandum of Understanding**

1. Parties Identified.

This Agreement/Contract is made as of February 16, 2022 between Drake University, hereinafter called “Drake” and the City of Bondurant hereinafter called “Organization”.

Fill in the following:	
DRAKE'S CONTACT INFORMATION	Name of Contact: Scott Raecker Email: scott.raecker@drake.edu Telephone #: 515-271-1911 Drake University, 2507 University, Des Moines, IA 50311
	Name of Contact: Marketa Oliver Email: moliver@cityofbondurant.com Telephone #: 515-967-2418 Organization Name: City of Bondurant Address: 200 2 nd St. NE Bondurant, IA 50035

2. Parties Roles (*Rights and Obligations*).

Drake agrees to:

- Participate in all planning meetings and phone calls, as needed
- Session One: Facilitate one, four-hour workshop to help City Council craft a Compact for Excellence detailing how the Council will work together and establish revised mission, vision, and values for the Council
 - Mission, Vision, Values statements should reflect a community identity to guide decision-making on strategic plan projects in the long-term (3-7 years)
 - Between Session 1 and 2, Ray Center will take mission, vision, and values information from session one and craft a draft of revised mission, vision, and values statements and review with City Manager
- Session Two: Facilitate a two-hour session to review and confirm revised mission, vision, and values
- Sessions Three and Four: Use revised mission, vision, and values document as a lens to update the 2020-2021 Goal Setting Report (anticipate two, two-hour sessions)
 - Optional revision of Goal Setting Report based on feedback from the Council (this could be done by Ray Center or city administrator, as desired (2 hours)

Organization agrees to:

- Participate in all planning meetings and phone calls, as needed
- Provide meeting space and necessary A/V
- Provide payment for services as outlined in Attachment A
- Abide by the Intellectual Property stipulations outlined in Attachment B

Each Party agrees to:

The parties to the agreement each have risk management programs in place, including risk control and risk financing techniques to prevent and mitigate losses which may occur related to the activities of this agreement, including insurance and/or self-insurance which will respond to the indemnifications included in the agreement.

3. Liability.

Each party to this agreement will hold harmless the other parties from all liability, including but not limited to all expenses, cost, harm, and damages of whatever kind, which arises out of any act or omission on its part, its agents, employees, representatives, officers, directors or designees, which are not under control of the other parties. Each party expressly disclaims any obligation to indemnify the other parties from and against liability, expenses, costs, harm or damages arising out of the conduct of said other parties or their agents or employees. The parties intend by this mutual indemnification that each entity be solely responsible for its respective conduct, acts and omissions and any liability resulting there from.

4. Insurance.

Drake shall provide to Organization proof of insurance upon request.

5. Copyright Policy.

Any written materials, provided by Drake are intended for use in conjunction with our programming and are protectable by the United States Copyright Act. Organization agrees to treat all materials obtained in conjunction with this agreement as protectable by the United States Copyright Act. (see Attachment B)

6. Independent Contractor's Clause.

The arrangements contemplated by this Agreement shall not be deemed to constitute a partnership or a joint venture between the Organization and Drake. Neither Organization nor their respective employees, officers, subcontractors and agents shall be covered by any insurance or employee benefit program maintained by Drake.

7. Modification Process.

Any notice or amendment under this Agreement shall be in writing by a duly authorized representative of Organization or Drake. All notices shall be addressed to the parties at the addresses noted on the signature page of this Agreement.

8. Cancellation and Rescheduling Policy.

Cancellation to the confirmed program dates will be subject to a 50% cancellation payment of the contracted honorarium, contribution to or fee to cover the losses Drake has incurred from out-of-pocket expenses. Rescheduling of training or making changes to the training format or agenda within two weeks of the scheduled training dates are subject to the following fees (applied to the cost of the training): 7-13 days: 10% fee, 2-6 days: 25% fee, less than 2 days: 50% fee (unless due to an act of God), plus payment for any travel expenses incurred that are not refundable.

9. Terms Duration and Termination.

This Agreement shall be interpreted according to the laws of the State of Iowa. The term of this Agreement shall commence on the effective date set forth above unless either party provides 30 days written notice of cancellation.

10. Force Majeure.

Either party may terminate this Agreement due to acts of God.

11. Entire Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and incorporates all prior written and oral statements and understandings. The undersigned agrees to abide by all items written in this Agreement. The undersigned represents and warrants that he/she has full authority and right to bind Organization and Drake University to this Agreement.

12. Authorized Signers Signature Block.

(Signature)

Print Name: _____

Print Title: _____

Date

(Signature)

J. Scott Raecker, Executive Director
The Robert D. and Billie Ray Center, Drake University

Date

Attachment A Services Fees

Fees & Expenses:

Item	Fees Summary
Facilitation Services: \$500 per hour	\$6,500 – for up to thirteen hours of facilitation and meetings (we will invoice for the actual number of hours used)
Additional Hours (if necessary)	Any additional hours will be mutually agreed to by both parties at an hourly rate of \$500
Total:	Estimated \$6,500

Payments:

1. An invoice for all services will be generated and presented at the conclusion of the last facilitation session and will reflect the total hours of facilitation, meetings, and document work completed by The Ray Center, as reflected in the contract.
2. All payments should be made to Drake University.
3. Unless otherwise agreed to in advance, payment is due within 30 days of receipt of invoice.

Attachment B Intellectual Property

I. Intellectual Property Stipulations

- a. Excellence With Integrity Institute (EWI) is the owner of the intellectual property of the Excellence with Integrity™ Learning Modules and Tools, Culture of Excellence & Ethics Assessment® surveys and reports, Optimal Performance Assessment™ instruments and related materials, as well as the trademarks listed above.
- b. EWI grants the ORGANIZATION a perpetual nontransferable limited license to use the EWI copyrighted CONTENT delivered as part of this Memorandum of Understanding. The license includes the right to reproduce, make derivatives, distribute, perform, or display this CONTENT to the ORGANIZATION's students, faculty, staff, alumni, and parents. It is expressly intended that the license granted the ORGANIZATION hereunder is limited in scope and shall only permit the ORGANIZATION to distribute the CONTENT to constituents of the ORGANIZATION, including students, faculty, staff, alumni, and parents. Any transfer, publication, distribution, performance, or display of the EWI copyrighted CONTENT to individuals or entities other than those identified above is expressly prohibited without the express written agreement of EWI.
- c. ORGANIZATION agrees to treat EWI copyrighted CONTENT as protectable by the United States Copyright Act, and will take all necessary and reasonable steps to protect the Intellectual Property of EWI.



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

Item No. 5.g.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving Purchase Agreement for Land for Future Utility Needs

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City has been working with a property owner on the location of future utility needs, including a water tower and transmission lines. The attached purchase agreement is for land needed for some of those utility needs. The City plans to begin construction during the upcoming construction season.

City staff is working with Polk County on the appropriate planning and zoning actions to split the parcel of property needed.

FUNDING SOURCE: Water Bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-72
2. Purchase Agreement

CITY OF BONDURANT
RESOLUTION NO. 220321-72

A RESOLUTION APPROVING REAL ESTATE PURCHASE AGREEMENT FOR LAND
FOR FUTURE UTILITY NEEDS, AUTHORIZING PAYMENT FOR THE ACQUISITION
OF PROPERTY INTERESTS AND AUTHORIZING THE TAKING OF NECESSARY
STEPS FOR THE CLOSING OF THE PROPERTY ACQUISITION TRANSACTION

WHEREAS, the City of Bondurant is in the process of the design of upgrades to its water utility; and

WHEREAS, the City recognizes that adequate and improved infrastructure is critical to economic development efforts and to the City's ability to meet the needs of a growing community; and

WHEREAS, City staff at the request of Council has made certain offers for the acquisition of real property interests with those offers being accepted by the respective property owners; and

WHEREAS, it is necessary for the City to approve the purchase agreements as well as acquisition, authorize the payment of the agreed to compensation for the property acquisitions and to move forward with the completion of due diligence and closing on the property acquisitions.

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

1. The City approves the attached purchase agreement, accepts the following property transactions, and authorizes the payment of the compensation pursuant to the purchase agreement.

2. The Mayor, City Administrator, City Attorney, and Planning and Community Development Director acting on behalf of the City are authorized to undertake such steps as are necessary to close the appropriate transactions including the authorization for payment of any costs associated with the closing of transactions.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

PURCHASE AGREEMENT

TO: Donald C Timmins, L.C. (Seller)

The undersigned Buyers hereby offer to buy and the undersigned Seller by their acceptance agree to sell the real property situated in Polk County, Iowa and legally described as follows:

See Exhibit A

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions, customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided Buyers, on possession, are permitted to use the Property for residential purposes.

1. PURCHASE PRICE. The Purchase Price shall be \$65,000.00 per acre and the method of payment shall be as follows:

Payment in full from Buyer to Seller at Closing.

2. REAL ESTATE TAXES. A. Sellers shall pay all real estate taxes that are due and payable as of the date of possession and constitute a lien against the Property, including any unpaid real estate taxes for any prior years.

B. Buyers shall pay all subsequent real estate taxes.

3. SPECIAL ASSESSMENTS. A. Sellers shall pay in full all special assessments which are a lien on the Property as of the date of acceptance.

B. All charges for solid waste removal, sewage and maintenance that are attributable to Sellers' possession, including those for which assessments arise after closing, shall be paid by Sellers.

C. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by Sellers through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to Sellers.

D. Buyers shall pay all other special assessments.

4. RISK OF LOSS AND INSURANCE. Sellers shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. Sellers agree to maintain existing insurance and Buyers may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, Buyers shall have the option to complete the closing and receive insurance proceeds regardless of the

extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If Buyers timely perform all obligations, possession of the Property shall be delivered to Buyers on or before June 1, 2022, and any adjustments of rent, insurance, taxes, interest and all charges attributable to the Sellers' possession shall be made as of the date of possession. Closing shall occur after approval of title by Buyers' attorney but prior to possession by Buyers. Sellers agree to permit Buyers to inspect the Property within 48 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed upon the filing of title transfer documents and receipt of all funds then due at closing from Buyers under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, attached mirrors, fencing, gates, attached shelving, trees, shrubs and plants. Specifically excluded shall be the following: Refrigerator, stove, microwave, dishwasher, deep freeze, blinds and rose bushes. Seller shall be allowed to enter the property after the closing, to remove rose bushes once the weather is warm enough to allow removal.

7. CONDITION OF PROPERTY. The Property as of the date of this Agreement will be preserved by the Seller in its present condition until possession, ordinary wear and tear excepted. SELLER MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE CONDITION OF THE PROPERTY OR THE APPROPRIATENESS OF ITS USE BY BUYER.

8. ABSTRACT AND TITLE. Sellers shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement and deliver it to Buyers' attorney for examination. Buyers shall pay the expense of the abstract continuation. It shall show merchantable title in Sellers in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The Sellers shall make every reasonable effort to promptly perfect title. If closing is delayed due to Sellers' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of Buyers when the purchase price is paid in full. Buyers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

9. SURVEY. Buyers may, at Buyers' expense prior to closing, have the property surveyed and certified by a Registered Land Surveyor. If the survey shows any encroachment on the Property or if any improvements located on the Property encroach on

lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS. Sellers warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos or urea-formaldehyde foam insulation which require remediation under current governmental standards, and Sellers have done nothing to contaminate the Property with hazardous wastes or substances. Sellers warrant that the Property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. Sellers shall also provide Buyers with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous waste and underground storage tanks on the Property.

11. DEED. Upon payment of the purchase price, Sellers shall convey the Property to Buyers by Warranty Deed, as approved by the Court; free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by Buyers.

12. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, Seller shall furnish Buyers with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. REMEDIES OF THE PARTIES. A. If Buyers fail to timely perform this Agreement, Sellers may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at Sellers' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of Buyers' default (during which thirty days the default is not corrected), Sellers may declare the entire balance immediately due and payable. Thereafter this agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If Seller fails to timely perform this Agreement, Buyers have the right to have all payments made returned to them.

C. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

15. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or by certified mail return receipt requested, addressed to the parties at the address given below.

16. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

17. ADDITIONAL PROVISIONS:

[X] E. NO REAL ESTATE AGENT OR BROKER. Neither party has used the services of a real estate agent or broker in connection with this transaction. Sellers agree to indemnify Buyers and hold Buyers harmless from any claim by any real estate agent or broker arising out of or related to this transaction between Sellers and Buyers.

F. Buyer shall grant an Easement back to Seller for that portion being purchased that will become a roadway.

G. Seller has already terminated the farm contract on the subject property.

H. Closing is subject to a Development Agreement to be agreed to and executed by Buyer and Seller.

18. CLOSING COSTS. Sellers shall pay (i) the cost to clear any defects to title necessary to deliver marketable title to the Property to the Buyer; (ii) any necessary transfer taxes; and (iii) any legal fees incurred by Sellers. Buyer shall pay (i) the recording fees in connection with the warranty deed conveying title to Buyer; and (ii) Buyer's attorney fees. Any other closing costs not specifically contemplated by this Agreement shall be split evenly between the Sellers and Buyers.

19. ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to Buyers on or before March 31, 2022, this Agreement shall be null and void and all payments made shall be returned immediately to Buyers. In the event that Seller applies for and is unable to get approval by the Polk County Iowa District Court (after the execution of this Agreement) to allow for the sale of this real property, the parties agree and understand that this Purchase Agreement shall become null and void.

BUYER

SELLER:

CITY OF BONDURANT, IOWA

Donald C Timmins, L.C.

By: _____
Name: Doug Elrod
Title: Mayor

By: Donald Timmins
Name: Donald C. Timmins
Title: Manager

ATTEST:

By: _____
Name:
Title:

Exhibit "A"

A portion of the Northeast corner of Parcel #170.00010.003.000. The legal description shall be determined by a survey to be requested and paid for by the Buyer.



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

Item No. 5.h.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving Annexation Agreement for Parcel 170/00010-003-000

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Attached is an annexation agreement which details responsibilities and timelines. Under the agreement, the City agrees to:

1. Rebate owner for water, sewer, stormwater connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership;
2. Rebate owner any street assessments so long as the property maintains its current ownership;
3. Permit property owner to continue to open burn;
4. Permit the property owner to perform ditch maintenance burning, so long as the property maintains its current use and ownership and with advance notice to the Fire Department;
5. Waive any rezoning or planning fees associated with the property, so long as the property maintains its current use and ownership;
6. Initiate a rezone of the property from Agricultural (A-1) to Industrial (M-1) at the request of the owner; and
7. Facilitate site certification through the State of Iowa Economic Development Authority Program as early as the Summer 2022 application round, including conducting and funding all planning work and studies associated with the site certification process, so long as the property is annexed into the City.

Approval of the attached resolution is regarding the annexation agreement only. It is anticipated the actual annexation petition, which is the instrument necessary to conduct an annexation, will be brought forward to the Planning & Zoning Commission and City Council at a later date after the notice requirements of Chapter 368 of the Iowa Code have been met.

FUNDING SOURCE: Economic Development Funds will support the studies and planning for the Certified Site efforts.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-73
2. Annexation Agreement 170 00010 003 000

CITY OF BONDURANT
RESOLUTION NO. 220321-73

RESOLUTION APPROVING ANNEXATION AGREEMENT FOR PARCEL
170/00010-003-000

WHEREAS, the City of Bondurant has received an annexation agreement from property owners of the Parcel 170/00010-003-000; AND:

WHEREAS, pursuant to the agreement, the City agrees to the following:

1. Rebate owner for water, sewer, stormwater connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership;
2. Rebate owner any street assessments so long as the property maintains its current ownership;
3. Permit property owner to continue to open burn;
4. Permit the property owner to perform ditch maintenance burning, so long as the property maintains its current use and ownership and with advance notice to the Fire Department;
5. Waive any rezoning or planning fees associated with the property, so long as the property maintains its current use and ownership;
6. Initiate a rezone of the property from Agricultural (A-1) to Industrial (M-1) at the request of the owner; and
7. Facilitate site certification through the State of Iowa Economic Development Authority Program as early as the Summer 2022 application round, including conducting and funding all planning work and studies associated with the site certification process, so long as the property is annexed into the City.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA THAT: that the annexation agreement is hereby approved as presented.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

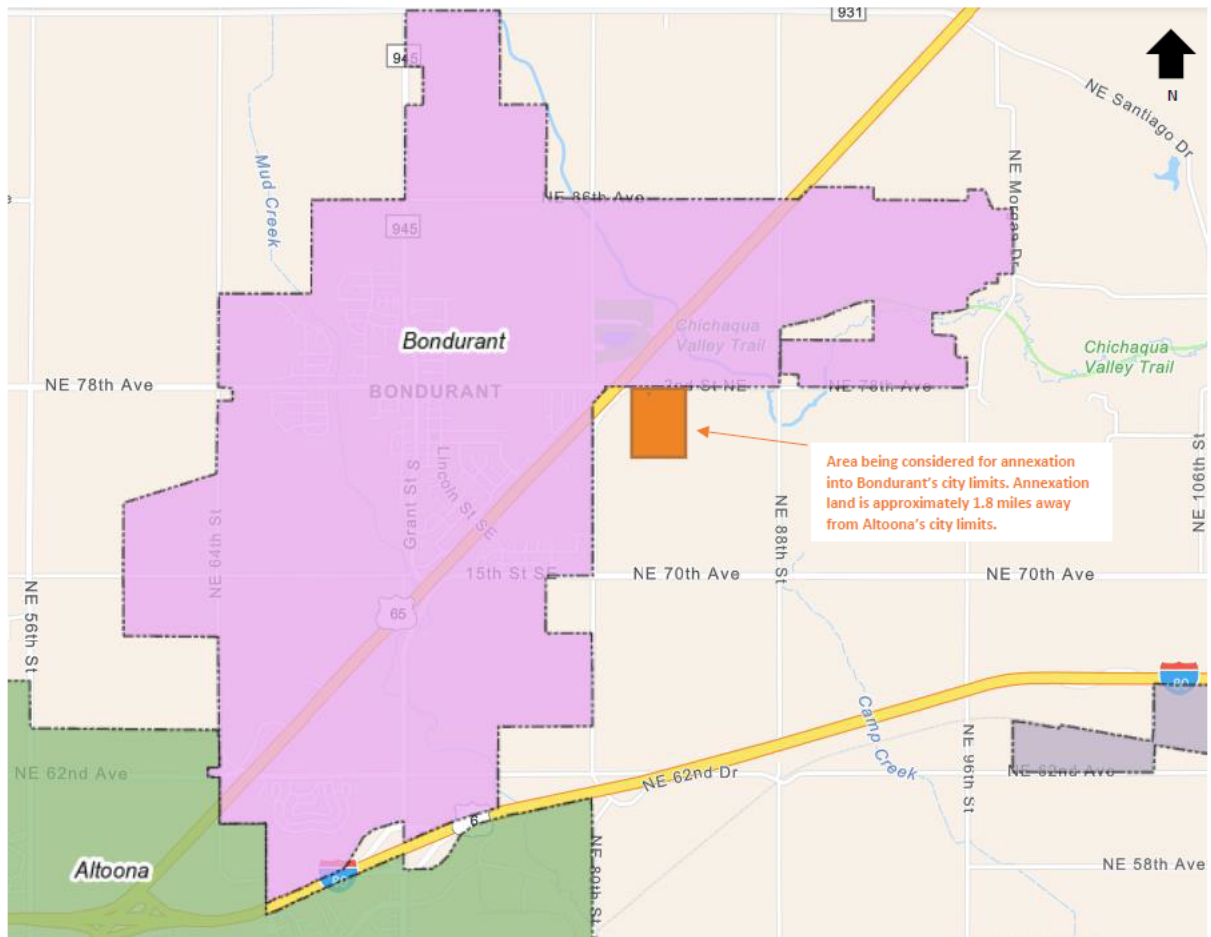
ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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

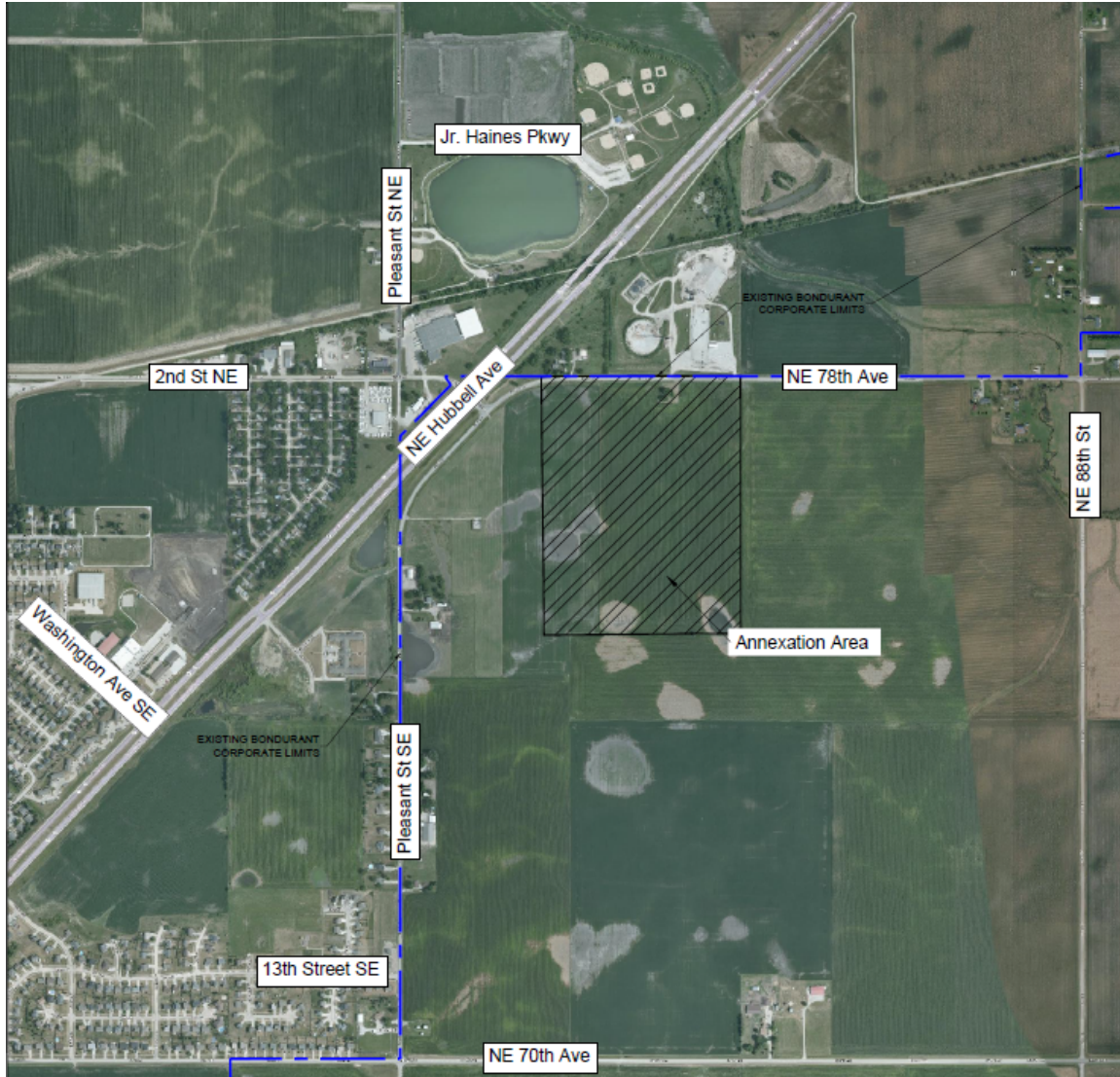
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Exhibit A – Annexation Area (General Location Map)



Attachment B – Annexation Map (Close-up)



ANNEXATION AGREEMENT

This Agreement is entered into between the City of Bondurant, Iowa (the "City") and Donald C. Timmins, LC (Trustee), (the "Owner") as of the 8th day of March, 2022 (the "Commencement Date").

Preamble.

WHEREAS, the City has engaged in long-range planning to meet current and future water needs and identified a location for a water tower; and

WHEREAS, the Owner has agreed to convey certain real estate and annex certain real estate into the City; and

WHEREAS, the Owner has requested a formal agreement detailing responsibilities and timelines; and

WHEREAS, the City and the Owner have agreed to certain actions related to the conveyance and annexation.

NOW THEREFORE, the parties hereto agree as follows:

A. City's Representations, Warranties and Covenants.

1. Representations and Warranties. The City represents and warrants that the City is a duly formed municipal corporation and has capacity to enter into this Agreement and to perform its obligations hereunder.

2. Real Estate Transaction. The City agrees to:

a) prepare the acquisition plat for an approximate 2.27-acre parcel in the area as shown in Exhibit A; and

b) prepare easement documents for associated construction work and water main feeder lines; and

c) purchase (the "Real Estate Transaction") unencumbered, fee simple title to the Property from the City at the Purchase Price. The Real Estate Transaction shall be more specifically documented under separate real estate purchase agreement, deeds and such other documentation as shall be deemed necessary by the parties. The Real Estate Transaction shall be closed as quickly as possible but no later than June 1, 2022.

3. Project Construction.

a) **Infrastructure Improvements.** The City shall construct water lines and a water tower, providing access to water infrastructure to Owner.

4. **Rebate Payments.** The City shall provide rebates to the Owner for:

- a) any water, sewer, stormwater connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership; and
- b) any street assessments so long as the property maintains its current ownership.

5. **Property Use.** The City warrants that the Owner may:

- a) continue to open burn in accordance with Iowa Administrative Code Section 567-23.2 (455B) so long as the property maintains its current use and ownership; and
- b) perform ditch maintenance burning so long as the property maintains its current use and ownership and as long as advance notice is given to the Fire Department.

6. **Planning.** The City shall:

- a) waive any rezoning or planning fees associated with the property, so long as the property maintains its current ownership and is annexed into the City; and
- b) initial a rezone of this property from Agricultural (A-1) to Industrial (M-1), at the request of the Owner; and
- c) The City agrees to facilitate site certification through the State of Iowa Economic Development Authority Program as early as the Summer 2022 application round, including conducting and funding all planning work and studies associated with the site certification process, so long as the property is annexed into the City.

B. **Owner's Representations, Warranties and Covenants.**

1. **Representations and Warranties.** The Owner represents and warrants that the Owner is an Iowa limited company and has capacity to enter into this Agreement and to perform its obligations hereunder.

2. **Real Estate Transaction.** The Owner agrees to:

- a) convey the property agreed to in a final acquisition plat for \$65,000 per acre; and
- b) convey necessary easements (construction and perpetual) for construction and water main feeder lines for the price of \$32,500 per

acre for perpetual easement areas and \$6,500 for temporary construction easement areas; and

- c) Execute the transaction as quickly as possible but no later than ., 2022.

3. Property Use. The Owner agrees to:

- a) initiate voluntary annexation petition into the City of Bondurant for the entire Parcel 170/00010-003-000 area by March 18, 2022.

4. Planning. The Owner agrees to:

- a) provide necessary documents associated with the IEDA Site Certification Process, including documented price and terms for prospective industrial investors, pursuant to the IEDA Certified Site Program Guidebook; and
- b) provide necessary access for studies associated with the IEDA Site Certification Process.

The City and the Owner 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: _____
Doug Elrod, Mayor

Attest:

Shelby Hagan, City Clerk

Donald C. Timmins, LC

By: Donald C Timmins 3-8-22

STATE OF IOWA)

) ss.

COUNTY OF POLK)

The foregoing instrument was executed before me this _____ day of _____, 2022, by Doug Elrod and Shelby Hagan, the Mayor and City Clerk respectively, of the City of Bondurant, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.

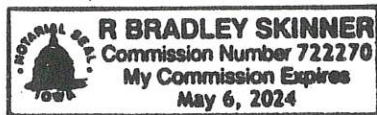
Notary Public

STATE OF IOWA)

) ss.

COUNTY OF POLK)

The foregoing instrument was executed before me this 8th day of March, 2022, by Donald C. Timmins, of Donald C. Timmins, LC, an Iowa limited company on behalf of said owner.



R. Bradley Skinner
Notary Public

EXHIBIT A

AREA MAP



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

Item No. 5.i.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving Annexation Agreement for Parcels 140/00057-001-000 and 140/00058-000-000

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Attached is an annexation agreement which details responsibilities and timelines. Under the agreement, the City agrees to:

1. Rebate owner for water, sewer, stormwater connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership;
2. Rebate owner any street assessments so long as the property maintains its current ownership;
3. Permit property owner to continue to open burn;
4. Permit the property owner to perform ditch maintenance burning, so long as the property maintains its current use and ownership and with advance notice to the Fire Department;
5. Waive any rezoning or planning fees associated with the property, so long as the property maintains its current use and ownership;
6. Initiate a rezone of the property from Agricultural (A-1) to Industrial (M-1) at the request of the owner; and
7. Facilitate site certification through the State of Iowa Economic Development Authority Program as early as the Summer 2022 application round, including conducting and funding all planning work and studies associated with the site certification process, so long as the property is annexed into the City.

Approval of the attached resolution is regarding the annexation agreement only. It is anticipated the actual annexation petition, which is the instrument necessary to conduct an annexation, will be brought forward to the Planning & Zoning Commission and City Council at a later date after the notice requirements of Chapter 368 of the Iowa Code have been met.

FUNDING SOURCE: Economic Development Funds will support the studies and planning for the Certified Site efforts.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-74
2. Annexation Agreement 140 00057 00058

CITY OF BONDURANT
RESOLUTION NO. 220321-XXX

RESOLUTION APPROVING ANNEXATION AGREEMENT FOR PARCELS
140/00057-001-000 AND 140/00058-000-000

WHEREAS, the City of Bondurant has received an annexation agreement from property owners of the Parcels 140/00057-001-000 AND 140/00058-000-000; AND:

WHEREAS, pursuant to the agreement, the City agrees to the following:

1. Rebate owner for water, sewer, stormwater connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership;
2. Rebate owner any street assessments so long as the property maintains its current ownership;
3. Permit property owner to continue to open burn;
4. Permit the property owner to perform ditch maintenance burning, so long as the property maintains its current use and ownership and with advance notice to the Fire Department;
5. Waive any rezoning or planning fees associated with the property, so long as the property maintains its current use and ownership;
6. Initiate a rezone of the property from Agricultural (A-1) to Industrial (M-1) at the request of the owner; and
7. Facilitate site certification through the State of Iowa Economic Development Authority Program as early as the Summer 2022 application round, including conducting and funding all planning work and studies associated with the site certification process, so long as the property is annexed into the City.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA THAT: that the annexation agreement is hereby approved as presented.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

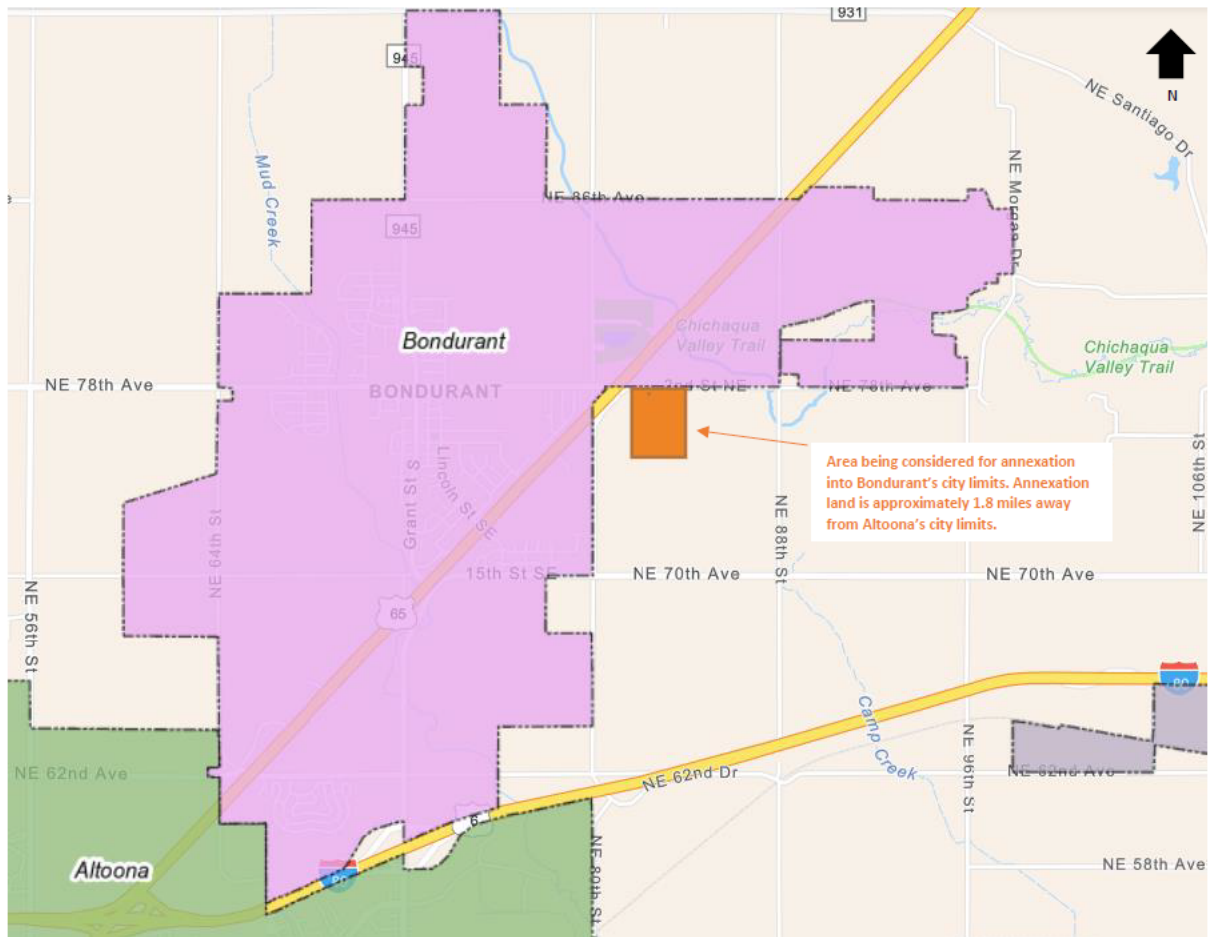
ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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

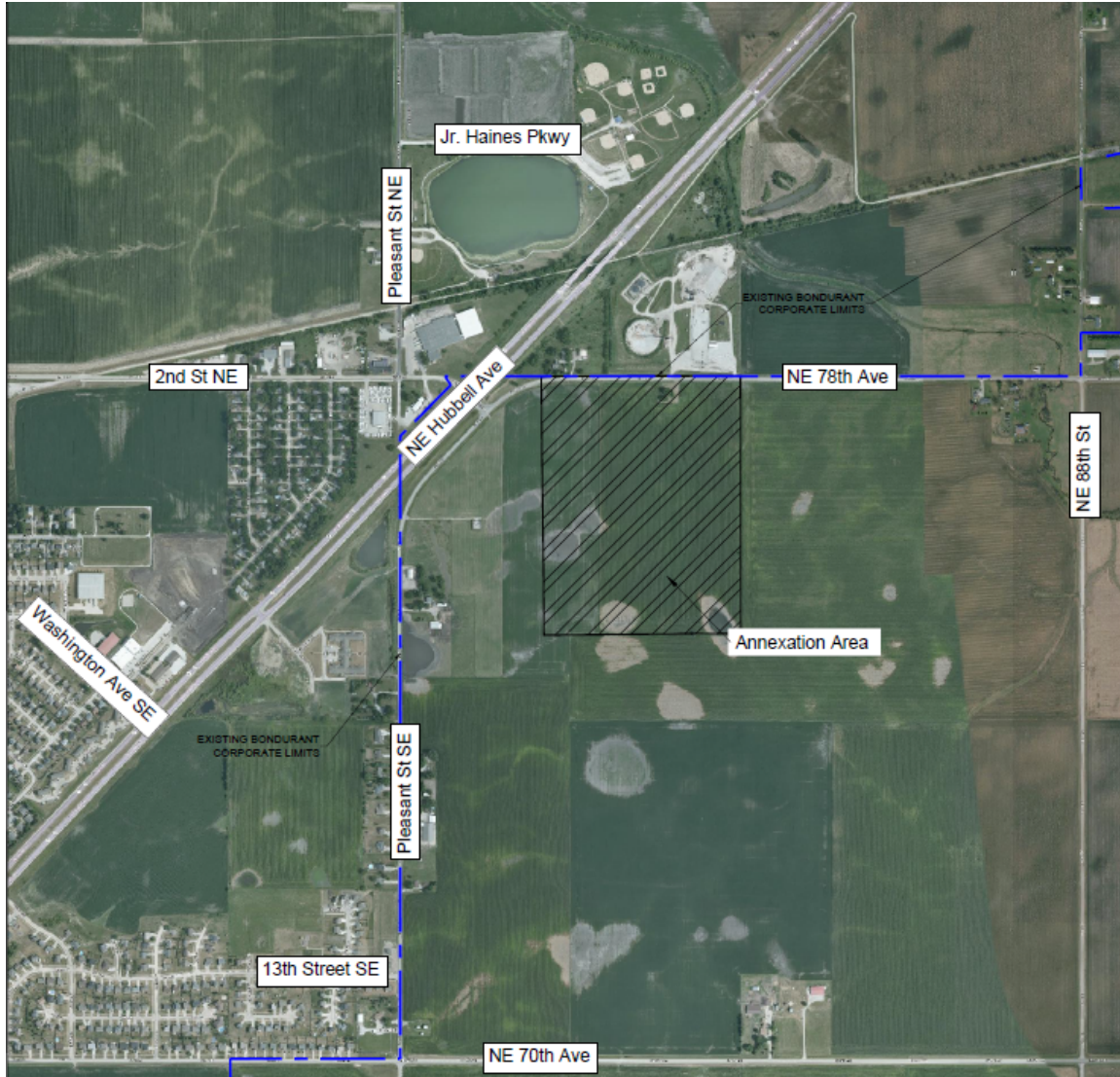
Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Exhibit A – Annexation Area (General Location Map)



Attachment B – Annexation Map (Close-up)



ANNEXATION AGREEMENT

This Agreement is entered into between the City of Bondurant, Iowa (the "City") and Donald C. Timmins (Trustee) and Cheryl A. Timmins (Trustee), (the "Owner") as of the 9th day of March, 2022 (the "Commencement Date").

Preamble.

WHEREAS, the City has engaged in long-range planning to meet current and future water needs and identified a location for a water tower; and

WHEREAS, the Owner has agreed to annex certain real estate into the City; and

WHEREAS, the Owner has requested a formal agreement detailing responsibilities and timelines; and

WHEREAS, the City and the Owner have agreed to certain actions related to the annexation.

NOW THEREFORE, the parties hereto agree as follows:

A. City's Representations, Warranties and Covenants.

1. **Representations and Warranties.** The City represents and warrants that the City is a duly formed municipal corporation and has capacity to enter into this Agreement and to perform its obligations hereunder.

2. Project Construction.

a) **Infrastructure Improvements.** The City shall construct water lines and a water tower, providing access to water infrastructure to Owner.

3. **Rebate Payments.** The City shall provide rebates to the Owner for:

a) any water, sewer, stormwater connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership; and

b) any street assessments so long as the property maintains its current ownership.

4. **Property Use.** The City warrants that the Owner may:

a) continue to open burn in accordance with Iowa Administrative Code Section 567-23.2 (455B) so long as the property maintains its current use and ownership; and

b) perform ditch maintenance burning so long as the property maintains its current use and ownership and as long as advance notice is given to the Fire Department.

5. Planning. The City shall:

a) waive any rezoning or planning fees associated with the property, so long as the property maintains its current ownership and is annexed into the City; and

b) initial a rezone of this property from Agricultural (A-1) to Industrial (M-1), at the request of the Owner; and

c) The City agrees to facilitate site certification through the State of Iowa Economic Development Authority Program as early as the Summer 2022 application round, including conducting and funding all planning work and studies associated with the site certification process, so long as the property is annexed into the City.

B. Owner's Representations, Warranties and Covenants.

1. Representations and Warranties. The Owner represents and warrants that the Owner is an Iowa limited company and has capacity to enter into this Agreement and to perform its obligations hereunder.

2. Property Use. The Owner agrees to:

a) initiate voluntary annexation petition into the City of Bondurant for the entire Parcel 140/00057-001-000 area and the entire Parcel 140/00058-000-000 area by March 18, 2022.

3. Planning. The Owner agrees to:

a) provide necessary documents associated with the IEDA Site Certification Process, including documented price and terms for prospective industrial investors, pursuant to the IEDA Certified Site Program Guidebook; and

b) provide necessary access for studies associated with the IEDA Site Certification Process.

The City and the Owner 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: _____
Doug Elrod, Mayor

Attest:

Shelby Hagan, City Clerk

Donald C. Timmins (Trustee)

By: Donald Timmins

Cheryl A. Timmins (Trustee)

By: Cheryl A. Timmins

STATE OF IOWA)

) ss.

COUNTY OF POLK)

The foregoing instrument was executed before me this _____ day of _____, 2022, by Doug Elrod and Shelby Hagan, the Mayor and City Clerk respectively, of the City of Bondurant, Iowa, a municipal corporation and political subdivision of the State of Iowa, on behalf of the City.

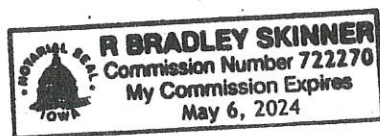
Notary Public

STATE OF IOWA)

) ss.

COUNTY OF POLK)

The foregoing instrument was executed before me this 8th day of March, 2022, by _____, Donald C. Timmins (Trustee) and Cheryl A. Timmins (Trustee).



[Signature]

Notary Public



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

Item No. 5.j.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving the Professional Services Agreement with Veenstra & Kimm, Inc. for the Design of the Franklin Street, SW Water Main Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This contract is for the design of a 12-inch water main to run south along the East ROW of Franklin St. SW from the Intersection of Second Street NW and Franklin St. SW to the abandoned railroad ROW/CVT trail.

This project is being driven by the addition of residential development on the Quail Run Plat 4 development as well as the Edgeland Townhomes Development along the Western boundary of the city. The City of Bondurant recently formed a connection fee district in this area for the purpose of additional infrastructure.

Staff recommends approval of the Professional Services Agreement to Veenstra & Kim in a not to exceed amount of \$15,100 for the design of this project.

FUNDING SOURCE: Water Utility Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-75
2. Franklin Street - 2nd Street NW to Former RR ROW Water Main Transmittal of Agreement

CITY OF BONDURANT
RESOLUTION NO. 220321-75

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT TO
VEENSTRA & KIMM, INC. FOR THE DESIGN OF FRANKLIN STREET, SW WATER
MAIN PROJECT NOT TO EXCEED \$15,100

WHEREAS, on March 7th, 2022, the City of Bondurant received the professional services agreement for the Franklin Street, SW water Main Project; AND

WHEREAS, the City of Bondurant accepts the proposal of the work as follows:

Project Scope: It is understood and agreed that the Project shall consist of the design of the following improvements.

a. Extend 12-inch water main Southerly along the east ROW of Franklin Street, SW from 2nd Street, NW to the former railroad ROW a distance of approximately 1,350 liner feet.

WHEREAS, the City Council approves the contract for the Franklin Street, SW Water Main Project; AND

WHEREAS, payments are to be made to Veenstra & Kimm, Inc. in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the professional service agreement with Veenstra & Kimm, Inc. for the Franklin Street, SW Water Main Project is hereby approved, pending review by legal counsel.

Passed this 21st day of March ,2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

March 7, 2022

John Horton
Public Works Director
City of Bondurant
200 Second Street NE
P.O. Box 37
Bondurant, Iowa 50035

BONDURANT, IOWA
FRANKLIN STREET - 2ND ST NW TO FORMER RR ROW WATER MAIN
TRANSMITTAL OF AGREEMENT

Enclosed is the proposed agreement between Veenstra & Kimm, Inc. and the City of Bondurant for the water main along Franklin Street from 2nd St NW to the former Railroad Right-of-Way. The agreement provides for design and permitting of the water main. The maximum fee for engineering services during design is \$15,100.

The agreement provides for a scope of services for construction engineering services. The agreement does not establish a fee for engineering services during construction. If the City provides construction related services there will be no amendment to the agreement. If the City requests Veenstra & Kim, Inc to provide the engineering services during construction there would need to be an amendment to establish the maximum fee for services during construction.

The agreement provides for the design of the water main to be completed in May 2022 with the goal of constructing the water main this summer or early fall.

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

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rdp
428

Cc: Marketa Oliver
Shelby Heggen
Maggie Murray

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA FRANKLIN STREET – 2ND STREET NW TO FORMER RAILROAD RIGHT-OF-WAY WATER MAIN

THIS AGREEMENT, made this _____ day of _____ 2022, by and between the CITY OF BONDURANT, IOWA, hereinafter referred to as the **City**, party of the first part, and VEENSTRA & KIMM, INC. of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter called the **Engineers**,

WITNESSETH, THAT WHEREAS, the City has established connection fee districts for the funding and construction of major water mains in the City, and

WHEREAS, the City established a connection fee district for the construction of a 12-inch water main along Franklin Street from 2nd Street NW to the former railroad right-of-way, and

WHEREAS, the City currently has two development projects located on the east side of Franklin Street adjacent to the proposed connection fee district water main along Franklin Street, and

WHEREAS, to provide service to the development projects the 12-inch water main along Franklin Street is required, and

WHEREAS, the City has determined it appropriate to move forward with the design and construction of the 12-inch water main with said project being referred to as the **Franklin Street – 2nd Street NW to Former Railroad ROW Water Main**, or **Project**, and

WHEREAS, the City desires to retain the services of the Engineers to provide services related to the Project.

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

1. **PROJECT SCOPE.** It is understood and agreed the Project shall consist of the design of the following improvements:
 - a. Extend 12-inch water main northerly along the east side of Franklin Street from 2nd Street NW to the former railroad ROW a distance of approximately 1,350 feet.

It is understood and agreed the scope of the services for the Project may be modified by mutual agreement during the course of performance of the services as the parties mutually determine necessary to meet the goals and objectives of the City.

2. **DESIGN SURVEYS.** The Engineers shall make topographic and other surveys as may be required for design of the Project and for preparation of plans and specifications. Design surveys do not include surveys for acquisition of property.
3. **DESIGN AND PROJECT CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are necessary for construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Five (5) sets of final plans and specifications shall be submitted to the City.
5. **PERMIT AND CONSTRUCTION APPROVAL.** The Engineers shall be responsible to assist the City in obtaining the approval for construction of the Project from the Iowa Department of Natural Resources and any other state or federal agency with jurisdiction over the utility extensions.
6. **COST ESTIMATE.** The Engineers shall prepare an estimated cost for the Project based upon the design developed. Anytime the Engineers anticipate that the actual Project cost will exceed the estimated Project cost, they shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids.

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

7. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report shall be submitted every thirty (30) days.
8. **RIGHT-OF-WAY AND EASEMENTS.** The Engineers shall determine the extent of any land acquisition or easement acquisition required for the Project. The Engineers shall prepare acquisition plats and easement descriptions as required for the Project. The Scope of Services does not include the actual work associated with the acquisition of right-of-way or easements.
9. **PLANS AND SPECIFICATIONS FOR BIDDERS.** The Engineers shall provide and distribute plans and specifications for bidders. In accordance with the provisions of the Code of Iowa the plans and specifications are to be provided and distributed to the bidders at no cost. In accordance with the provisions of the Code of Iowa the City shall reimburse the Engineers the actual cost for the plans and specifications and distribution thereof.

10. **AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making the award. After the award is made, the Engineers shall assist in the preparation of necessary contract documents, transmit them to the contractor for execution and deliver them to the City.
11. **GENERAL SERVICES DURING CONSTRUCTION.** The Engineers shall provide general services during construction including, but not limited to, the following:
- a. Establishing a bench mark and/or base line to permit start of construction work.
 - b. Consult with and advise Owner.
 - c. Coordinate and provide work of testing laboratories for concrete and moisture density tests.
 - d. Assist in interpretation of plans and specifications.
 - e. Review drawings and data of manufacturers.
 - f. Process and certify payment estimates of the Contractor to Owner.
 - g. Prepare and process necessary change orders or modifications to the construction contract.
 - h. Make routine and special trips to the Project site as required.
 - i. Make final reviews after construction contracts are completed to determine that the construction complies with the plans and specifications and certify that the reviews were made and that to the best of the knowledge and belief of the Engineers, the work on the contracts has been substantially completed.
 - j. Provide the City with one (1) reproducible set of the plans showing final construction.
12. **RESIDENT OBSERVATION.** Provide resident review services understood to include the detailed observation and review of work of the Contractors and materials to assure compliance with the plans and specifications. The Engineers shall provide resident review services by assigning resident engineers and/or engineering technicians to the Project for such periods reasonably required to ensure proper review of the construction work. It is understood resident review observation will be part-time as determined necessary for oversight of the construction.

- 13. RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, and permission for access to private property to perform work.
- 14. COMPLETION.** The design services for the utility extensions shall be completed as follows:
- a. Design and preparation of plans and specifications: May 31, 2022.
- 15. COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as follows:
- a. The fee for services for design, preparation of plans and specifications, permitting and bidding services for the Project shall be on the basis of the Engineers standard hourly fees plus reimbursement of direct out of pocket expenses, with a maximum not to exceed fee of Fifteen Thousand One Hundred Dollars (\$15,100).
 - b. The fee for services during construction including general administrative services and resident observation services shall be on the basis of the Engineers' standard hourly fees plus reimbursement of direct out of pocket expenses shall be set forth in a subsequent amendment to this Agreement if the City requests the Engineers to provide serviced during construction of the Project.
- 16. METHOD OF PAYMENT.** The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.
- Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.
- 17. NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed.
- 18. TERMINATION OF AGREEMENT.** If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.
- 19. ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.

20. **TITLE TRANSFER.** The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

21. **CONFIDENTIALITY.** No reports, information and/or data given to or prepared or assembled by the Engineers under this Agreement shall be made available to any individual or organization by the Engineers without the prior written approval of the City.

22. **INDEMNIFICATION.** The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the Engineers' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

23. **INSURANCE.**

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

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

*Occurrence/Aggregate

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

***Claims made basis

The Engineers shall provide the City with certificates of insurance on an annual basis showing the renewal of the required general business insurance and professional liability insurance. Renewal certificates of insurance shall be provided within 15 days after the effective date of the renewal of insurance.

24. **ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
25. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
26. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of Project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
27. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

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

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

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

CITY OF BONDURANT, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Chair, Board of Directors

By _____

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

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

Surveyor II	112.00
Technician I	93.00
Technician II	86.00
Technician III	79.00
Technician IV	77.00
Technician V	71.00
Technician VI	65.00
Technician VII	54.00
Technician VIII	47.00
Technician IX	39.00
Building Inspector I.....	178.00
Building Inspector I-A	119.00
Building Inspector II.....	94.00
Building Inspector III.....	75.00

REIMBURSABLES AND EQUIPMENT RATES

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



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

Item No. 5.k.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving IEDA Reimbursement Agreement for the Myers Certified Site Project

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant is currently in the third and final stage of the Iowa Economic Development Authority's (IEDA) Certified Site application process for the Myers Industrial site. Highlighted in yellow below is the estimated location of the Myers Certified site.



As part of this Stage 3 process, the City of Bondurant must enter into an agreement with IEDA. The Agreement notes that the City of Bondurant must reimburse IEDA in the amounts as stated in the Agreement if the owner(s) sell any portion of the certified site for any uses other than use as a certified site during the timelines as stated in the Agreement. The current property owners must also sign the attached Reimbursement Agreement.

An additional benefit of having a certified site is that it makes the site eligible for a higher percentage of RISE grant funds through the Iowa Department of Transportation. Locations certified through the Iowa Economic Development Authority's Certified Sites Program may be eligible for greater RISE participation in a Local Development project. Depending on the size of the certified site, only 30-40% local match may be required versus the standard 50% match for traditional Local Development projects.

The attached resolution is required for the City to move forward with Phase 3 of the Certified Site process. Phase 3 documents are due to the IEDA in early May 2022.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution approving the Reimbursement Agreement. The Reimbursement Agreement must be uploaded as part of the City's Step 3 Certified Site application.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-76
2. IEDA Reimbursement Agreement

CITY OF BONDURANT
RESOLUTION NO. 220321-76

RESOLUTION APPROVING IOWA ECONOMIC DEVELOPMENT AUTHORITY
ACKNOWLEDEMENT AND REIMBURSEMENT AGREEMENT AND
ACKNOWLEDGEMENT FOR THE MYERS CERTIFIED SITE PROJECT

WHEREAS, the City of Bondurant has the goal of supporting economic development to diversity the valuation sources throughout the city and increase commercial and industrial valuation; AND

WHEREAS, the Myers Certified Site application is currently in the third and final application stage of the Iowa Economic Development Authority's Certified Site Program application process; AND

WHEREAS, the City must enter into an Agreement with the Iowa Economic Development Authority in order to submit the third and final phase.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Acknowledgment and Reimbursement Agreement and Acknowledgement by the City of Bondurant is hereby approved.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Sillanpaa				
Peffer				

ACKNOWLEDGEMENT AND REIMBURSEMENT AGREEMENT

and

ACKNOWLEDGEMENT BY PROPERTY OWNER(S)

The parties to this Acknowledgement and Reimbursement Agreement (“Agreement”) stipulate and agree as follows:

1. The parties to this Agreement are:

The Iowa Economic Development Authority (“the Authority”)
1963 Bell Avenue
Des Moines, IA 50315
Contact Person: Amy Kuhlers
Amy.Kuhlers@iowaEDA.com
(515) 348-6250

and

City/County/Developer (“the Applicant”) City of Bondurant
Address 200 2nd Street NE, POB 37, Bondurant IA 50035
Contact Person: Marketa Oliver, City Administrator
E-Mail: moliver@cityofbondurant.com
Phone Number: (515) 630-6987

2. The Applicant acknowledges each of the following:

A. The Authority retains Quest Site Solutions (Quest) to design Iowa’s Certified Site Program (“Program”), evaluate industrial sites and parks within the State of Iowa and, if criteria established by Quest have been met, certify such sites and parks as available for sale or lease, fully-servable and developable;

B. For each industrial site or park Quest certifies, IEDA pays Quest substantial amounts for its services;

C. The Authority and the State of Iowa expend additional sums to market certified industrial sites and parks;

D. The objective of the Program is to develop a portfolio of certified industrial sites and parks that will make Iowa more competitive in site selection projects; and

E. The objective of the Program is thwarted if, during the period of time a site or park is certified, the owner(s) of the site or park sell(s), give(s) away, or otherwise dispose(s) of it or any portion of the site or park for a purpose or use other than a purpose or use for which the site was certified.

2. The Applicant seeks certification by Quest of its park or site located at Myers Certified Site that such park or site is available for sale or lease, fully-servable and developable.

3. The Applicant agrees that:

A. If Quest certifies the site or park as available for sale or lease, fully-servable and developable and, during the certification period, the owner(s) of the site or park sell(s), give(s) away or otherwise dispose(s) of the site or park, or any portion of the site or park for a purpose other than as a certified industrial site or park, the Applicant shall reimburse the Authority as follows:

(i) If the sale, gift or other disposition occurs prior to the three-year anniversary of the date on which Quest certified the site or park as available for sale or lease, fully-servable and developable: \$24,500.00;

For a site or park that has been certified "green": \$24,500.00;

(ii) If the sale, gift or other disposition occurs on or after the three-year anniversary of the date on which Quest certified the site or park as available for sale or lease, fully-servable and developable, but prior to the five-year anniversary of the date on which Quest certified the site or park as available for sale or lease, fully-servable and developable: \$12,250.00;

For a site or park that has been certified "green", regardless of the size of the site or park: \$12,250.00.

B. By no later than 10 days after any sale, gift or disposition of the certified site or park or a portion thereof, the Applicant shall notify the Authority that the site or park is no longer available. Notification shall be provided to the Contact Person designated above via email or postal mail.

C. Applicant shall pay all amounts due and payable to the Authority by no later than 60 days after the sale, gift or other disposition of the site or park.

4. IEDA may, at its sole discretion, waive all or a portion of the amounts set out above.

The parties have entered into this Acknowledgement and Agreement and have caused their duly authorized representatives to execute this Acknowledgement and Agreement.

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

By: _____ Date: _____
Deborah V. Durham, Director

APPLICANT:

By: _____ Date: _____

ACKNOWLEDGMENT BY PROPERTY OWNER(s)

I (We), the owner(s) of the property on which the industrial site or park described above is located, acknowledge that, in the event all or a portion of the site or park is sold, gifted or otherwise disposed of for a purpose other than as a certified industrial site or park, the Applicant has agreed to reimburse the Authority for amounts expended by it as set out above.

Name Date

Printed Name

Title

Name of Business, If Applicable

Name Date

Printed Name

Title

Name of Business, If Applicable



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

Item No. 5.I.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving Pay Request No. 11 for the Commerce Crossings Phase 2 Public Infrastructure Improvement 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 #11 in the amount of \$13,891.85 related to Commerce Crossings Phase 2 Public Infrastructure Improvement Project. Phase 2 is approximately 85% complete.

This pay application is for work completed from February 11th, 2022, through March 1st 2022, 2022

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

FUNDING SOURCE: TIF/BOnd Funding

STAFF RECOMMENDATION: Staff would recommend approval of the resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-77
2. Pay Request No. 11

CITY OF BONDURANT
RESOLUTION NO. ???

RESOLUTION APPROVING PAY APPLICATION #11 TO CONCRETE TECHNOLOGIES INC. FOR
THE COMMERCE CROSSINGS PHASE 2 PUBLIC IMPROVEMENT PROJECT IN THE AMOUNT
OF \$13,891.85

WHEREAS, the Commerce Crossings Phase 2 Public Improvements Project Pay Application #11 was submitted on March 15th, 2022; AND

WHEREAS, the pay application #11 is for the Commerce Crossings Phase 2 Public Improvement Project; AND

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

WHEREAS, the amount for Pay Application #11 is \$13,891.85.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Application #11 for Concrete Technologies Inc. in the amount of \$13,891.85 is hereby approved.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

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

PAY REQUEST 11

PROJECT TITLE:	COMMERCE CROSSINGS DEVELOPMENT PUBLIC IMPROVEMENTS, PHASE 2	
S-H PROJECT FILE NUMBER:	4194870	
ORIG. CONTRACT AMOUNT & DATE:	\$1,963,849.83	06/07/21
ESTIMATED COMPLETION DATE:	June 10, 2022	
PAY PERIOD:	02/11/2022 - 03/01/2022	
PAY REQUEST NUMBER:	11	
DATE:	March 14, 2022	

BID ITEMS							
ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY	CONTRACTOR BID UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETED TO DATE	VALUE COMPLETED TO DATE
1	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	6890.00	\$ 3.15	\$ 21,703.50	6,890.00	\$ 21,703.50
2	EXCAVATION, CLASS 10, RDWY & BORROW	CY	9160.00	\$ 3.50	\$ 32,060.00	9,160.00	\$ 32,060.00
3	SUBGRADE PREPARATION, 12 IN.	SY	10624.00	\$ 2.65	\$ 28,153.60	10,624.00	\$ 28,153.60
4	SUBGRADE TREATMENT, CEMENT STABILIZATION	TON	406.00	\$ 325.00	\$ 131,950.00	0.00	\$ -
5	MODIFIED SUBBASE, 6 IN.	SY	10624.00	\$ 11.25	\$ 119,520.00	10,624.00	\$ 119,520.00
6	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 10 IN	LF	447.00	\$ 75.50	\$ 33,748.50	523.00	\$ 39,486.50
7	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 15 IN	LF	278.00	\$ 56.75	\$ 15,776.50	278.00	\$ 15,776.50
8	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 18 IN	LF	556.00	\$ 56.75	\$ 31,553.00	556.00	\$ 31,553.00
9	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 24 IN	LF	466.00	\$ 70.50	\$ 32,853.00	466.00	\$ 32,853.00
10	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 30 IN	LF	221.00	\$ 92.50	\$ 20,442.50	221.00	\$ 20,442.50
11	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 36 IN	LF	124.00	\$ 112.50	\$ 13,950.00	124.00	\$ 13,950.00
12	STORM SWR G-MAIN, TRENCHED, RCAP CLASS III, 18 IN EQ.	LF	233.00	\$ 105.00	\$ 24,465.00	233.00	\$ 24,465.00
13	CONCRETE APRONS, 36 IN	EACH	2.00	\$ 3,410.00	\$ 6,820.00	2.00	\$ 6,820.00
14	SUBDRAIN, LONGITUDINAL, 4 IN. PVC	LF	3669.00	\$ 19.00	\$ 69,711.00	2,960.00	\$ 56,240.00
15	SUBDRAIN, OUTLETS AND CONNECTIONS	EACH	42.00	\$ 305.00	\$ 12,810.00	42.00	\$ 12,810.00
16	LOCATING TILE LINES	STA	18.50	\$ 575.00	\$ 10,637.50	18.50	\$ 10,637.50
17	REPAIR TILE LINES, UNSPECIFIED SIZE AND TYPE	LF	370.00	\$ 8.50	\$ 3,145.00	370.00	\$ 3,145.00
18	WATER MAIN, TRENCHED, PVC, 8 IN.	LF	214.00	\$ 44.25	\$ 9,469.50	214.00	\$ 9,469.50
19	WATER MAIN, TRENCHED, PVC, 12 IN.	LF	1930.00	\$ 60.00	\$ 115,800.00	1,930.00	\$ 115,800.00
20	WATER MAIN, TRENCHLESS, PVC, 12 IN.	LF	80.00	\$ 151.00	\$ 12,080.00	80.00	\$ 12,080.00
21	FITTINGS, DUCTILE IRON	LB	3910.00	\$ 6.50	\$ 25,415.00	4,143.00	\$ 26,929.50
22	GATE VALVE ASSEMBLY, DIP, 8 IN.	EACH	5.00	\$ 2,205.00	\$ 11,025.00	6.00	\$ 13,230.00
23	GATE VALVE ASSEMBLY, DIP, 12 IN.	EACH	6.00	\$ 3,570.00	\$ 21,420.00	7.00	\$ 24,990.00
24	FIRE HYDRANT ASSEMBLY, WM-201	EACH	5.00	\$ 5,250.00	\$ 26,250.00	5.00	\$ 26,250.00
25	TEMPORARY FLUSHING AND BLOWOFF DEVICE	EACH	3.00	\$ 4,305.00	\$ 12,915.00	5.00	\$ 21,525.00
26	VALVE BOX EXTENSION	EACH	1.00	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00
27	CONNECTION TO EXISTING WATER SYSTEM	EACH	2.00	\$ 2,835.00	\$ 5,670.00	2.00	\$ 5,670.00
28	REMOVAL AND ABATEMENT OF TRANSITE PIPE	LS	1.00	\$ 5,250.00	\$ 5,250.00	1.00	\$ 5,250.00
29	SANITARY SEWER MANHOLE, SW-301, 48 IN	EACH	2.00	\$ 4,300.00	\$ 8,600.00	2.00	\$ 8,600.00
30	STORM SEWER MANHOLE, SW-401, 48 IN	EACH	1.00	\$ 2,835.00	\$ 2,835.00	1.00	\$ 2,835.00
31	STORM SEWER MANHOLE, SW-401, 60 IN	EACH	1.00	\$ 3,885.00	\$ 3,885.00	1.00	\$ 3,885.00
32	STORM SEWER MANHOLE, SW-401, 96 IN	EACH	1.00	\$ 9,240.00	\$ 9,240.00	1.00	\$ 9,240.00
33	INTAKE, DOUBLE GRATE, SW-505	EACH	9.00	\$ 3,570.00	\$ 32,130.00	9.00	\$ 32,130.00
34	INTAKE, DOUBLE GRATE WITH MANHOLE, SW-506	EACH	12.00	\$ 6,040.00	\$ 72,480.00	12.00	\$ 72,480.00
35	REMOVE STORM SEWER INTAKE	EACH	1.00	\$ 1,575.00	\$ 1,575.00	1.00	\$ 1,575.00

36	STD / S-F PCC PAVEMENT, CLASS C-SUD, 9 IN.	SY	9048.00	\$ 73.00	\$ 660,504.00	9,048.00	\$ 660,504.00
37	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	STA	16.90	\$ 380.00	\$ 6,422.00	16.90	\$ 6,422.00
38	RECREATIONAL TRAIL, PCC, 6 IN.	SY	1920.00	\$ 52.00	\$ 99,840.00	12.00	\$ 624.00
39	DETECTABLE WARNINGS	SF	140.00	\$ 39.00	\$ 5,460.00	0.00	\$ -
40	DRIVEWAY, GRANULAR, CLASS A CRUSHED STONE	TON	234.70	\$ 35.75	\$ 8,390.53	117.35	\$ 4,195.26
41	PAVEMENT REMOVAL	SY	1157.00	\$ 9.25	\$ 10,702.25	1,157.00	\$ 10,702.25
42	TRAFFIC SIGNALIZATION	LS	1.00	\$ 72,715.00	\$ 72,715.00	0.40	\$ 29,086.00
43	PAINTED PAVEMENT MARKINGS, DURABLE	STA	52.40	\$ 180.00	\$ 9,432.00	52.40	\$ 9,432.00
44	PAINTED PAVEMENT SYMBOLS AND LEGENDS, DURABLE	EACH	11.00	\$ 230.00	\$ 2,530.00	11.00	\$ 2,530.00
45	PAVEMENT MARKINGS REMOVED	STA	6.40	\$ 315.00	\$ 2,016.00	6.40	\$ 2,016.00
46	TRAFFIC CONTROL	LS	1.00	\$ 9,135.00	\$ 9,135.00	0.90	\$ 8,221.50
47	HYDRAULIC SEEDING, FERTILIZING, TYPE 1	ACRE	3.20	\$ 1,415.00	\$ 4,528.00	0.00	\$ -
48	HYDRAULIC SEEDING, FERTILIZING, TYPE 5	ACRE	3.20	\$ 340.00	\$ 1,088.00	3.20	\$ 1,088.00
49	SWPPP PREPARATION	LS	1.00	\$ 1,050.00	\$ 1,050.00	1.00	\$ 1,050.00
50	SWPPP MANAGEMENT	LS	1.00	\$ 3,675.00	\$ 3,675.00	0.80	\$ 2,940.00
51	FILTER SOCK, 8 IN.	LF	500.00	\$ 1.60	\$ 800.00	50.00	\$ 80.00
52	REMOVAL OF FILTER SOCK	LF	500.00	\$ 0.55	\$ 275.00	0.00	\$ -
53	TEMPORARY RECP, WOOD EXCELSIOR MAT	SQ	627.00	\$ 1.85	\$ 1,159.95	0.00	\$ -
54	RIP-RAP, CLASS E	TON	23.00	\$ 77.75	\$ 1,788.25	53.80	\$ 4,182.95
55	SILT FENCE OR DITCH CHECK	LF	2850.00	\$ 1.60	\$ 4,560.00	1,872.00	\$ 2,995.20
56	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT	LF	2850.00	\$ 0.05	\$ 142.50	0.00	\$ -
57	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE	LF	2850.00	\$ 0.05	\$ 142.50	0.00	\$ -
58	STABILIZED CONSTRUCTION ENTRANCE	SY	139.00	\$ 11.50	\$ 1,598.50	139.00	\$ 1,598.50
59	EROSION CONTROL MULCHING, HYDROMULCH	ACRE	6.40	\$ 2,470.00	\$ 15,808.00	4.00	\$ 9,880.00
60	INTAKE PROTECTION DEVICE	EACH	21.00	\$ 158.00	\$ 3,318.00	42.00	\$ 6,636.00
61	INLET PROTECTION DEVICE, REMOVAL OF SEDIMENT	EACH	21.00	\$ 52.50	\$ 1,102.50	0.00	\$ -
62	INLET PROTECTION DEVICE, REMOVAL OF DEVICE	EACH	21.00	\$ 26.25	\$ 551.25	0.00	\$ -
63	MOWING	ACRE	6.40	\$ 105.00	\$ 672.00	0.00	\$ -
64	MOBILIZATION	LS	1.00	\$ 43,500.00	\$ 43,500.00	1.00	\$ 43,500.00
65	CONCRETE WASHOUT	LS	1.00	\$ 4,555.00	\$ 4,555.00	1.00	\$ 4,555.00
CO 1.1	TRAFFIC SIGNALIZATION - ALTERNATE SUPPLIER	LS	1.00	\$ 2,787.00	\$ 2,787.00	1.00	\$ 2,787.00
CO 2.1	SIGNAL CONDUIT, 4 IN., REMOVE AND REPLACE	LS	1.00	\$ 3,880.00	\$ 3,880.00	1.00	\$ 3,880.00
CO 2.2	SANITARY SEWER, 8 IN., CORE DRILL AND STUB OUT	LS	1.00	\$ 8,250.00	\$ 8,250.00	1.00	\$ 8,250.00
CO 3.1	FIBER OPTIC RELOCATION	LS	1.00	\$ 2,436.47	\$ 2,436.47	1.00	\$ 2,436.47
				TOTAL	\$ 1,981,203.30		\$ 1,692,197.23

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

PAY REQUEST SUMMARY			
		Total Approved	Total Completed
Contract Price		\$ 1,963,849.83	\$ 1,692,197.23
Approved Change Order #	CO#1	\$ 2,787.00	
Approved Change Order #	CO#2	\$ 12,138.00	
Approved Change Order #	CO#3	\$ 2,436.47	
Revised Contract Price		\$ 1,981,211.30	\$ 1,692,197.23
Materials Stored			\$ -
Retainage (5%)			\$ 84,609.86
Liquidated Damages			
Total Earned Less Retainage			\$ 1,607,587.37
Total Previously Approved (list each)	Pay Request 1	\$26,744.66	
	Pay Request 2	\$32,668.82	
	Pay Request 3	\$125,856.11	
	Pay Request 4	\$195,218.09	
	Pay Request 5	\$65,453.57	
	Pay Request 6	\$403,901.64	
	Pay Request 7	\$456,732.64	
	Pay Request 8	\$133,619.73	
	Pay Request 9	\$123,205.27	
	Pay Request 10	\$30,294.99	
Total Previously Approved			\$1,593,695.52
Amount Due This Request		\$	13,891.85
Percent Complete			85%
Percent of Contract Period Utilized			76%

The amount of: **\$13,891.85** is recommended for approval for payment in accordance with the terms of the Contract

Contractor:	Recommended By:	Checked By:
Concrete Technologies Inc.	Shive-Hattery	City of Bondurant
Signature: 	Signature:  Mar 15 2022 8:36 AM	Signature: John Horton Digitally signed by John Horton Date: 2022.03.15 08:54:49 -05'00'
Name: Trent Peterson	Name: David Fiehlter, PE	Name: John Horton
Title: Project Manager	Title: Project Engineer	Title: Public Works Director
Date: 3-15-22	Date:	Date:

Owner: City of Bondurant

Approved by: x _____

Date: x _____



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

Item No. 5.m.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving endorsement for the City of Bondurant's application for funding to the Iowa DNR's Land & Water Conservation Grant Program

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant recently submitted a Land and Water Conservation Fund grant. Earlier, the City Council approved a resolution of endorsement for the grant. This particular grant has a specific resolution requiring specialized language. The attached resolution is the resolution directed by the Land and Water Conservation Fund program.

FUNDING SOURCE: LOSST/General Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-78
2. LWCF Attachments
3. LWCF Application, signed

CITY OF BONDURANT
RESOLUTION NO. 220321-78

RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATION

County: Polk

WHEREAS, the City of Bondurant (City/County) is interested in acquiring lands or developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of

Site Name: BRSC and the State Iowa.

Site Address: 2050 Junior Haines Parkway

Project Title: Bondurant Recreational Sports Complex Trail Connection

Total Estimated Cost: \$ 216,550

Brief Description of Project:

Construct 1,100 feet of paved, 10-foot wide trail with 20 trees and 2 solar-powered charging benches. This project will start at the northern side of BRSC and route south to connect to the paved Lake Petocka trail. The project will connect on the north to the Park Side trail as part of a separate, City of Bondurant trail project being constructed at the same time.

AND, Land and Water Conservation Fund financial assistance is being sought for the acquisition or development of said outdoor recreational facilities,

NOW THEREFORE, be it resolved by the City Council that the project described above be authorized,

AND, be it further resolved that said City of Bondurant make application to the Iowa Department of Natural Resources to seek Land and Water Conservation Fund financial assistance from the National Park Service in the amount of 46 % of the actual cost of the project,

AND, be it further resolved that said City of Bondurant certifies to the following:

1. That it will accept the terms and conditions set forth in the NPS Grants-in-Aid Manual and which will be a part of the Project Agreement for any grant awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the acquisition and/or development in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the Iowa Department of Natural Resources.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said trail for public outdoor recreational use.
4. That no financial assistance has been given or promised under any other federal program or activity with regard to the proposed project.
5. That it will not discriminate against any person on the basis of race, color, or natural origin in the use of any property or failure acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.
6. That it will maintain adequate financial records on the proposed project to substantiate claims for cost-sharing.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of a resolution duly and legally adopted by the

City Council for the City of Bondurant _____ at a legal meeting held on this 21st Day

of March, 20 22.

(signature)

Doug Elrod, Mayor

(title)

(signature)

Shelby Hagan, City Clerk

(title)

CITY OF BONDURANT
RESOLUTION NO. 220207-29

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S GRANT
APPLICATION REQUEST TO THE IOWA DEPARTMENT OF NATURAL
RESOURCES LAND AND WATER CONSERVATION FUND GRANT

WHEREAS, The City's Comprehensive Plan guides Bondurant to create and develop a linked network of parks that are accessible to all neighborhoods, to encourage active lifestyles such as biking and walking, and to promote a safe and efficient transportation system that provides safe alternatives for bicyclists and pedestrians; AND

WHEREAS, The City's Comprehensive Plan 5.14 guides the City to connect new developments to the greater trail network as they are built; AND

WHEREAS, The existing Park Side Development and future Top Farms neighborhoods are currently not connected to the trail network and are not connected to the Bondurant Recreational Sports Complex and Lake Petocka area; AND

WHEREAS, A trail connection is proposed to connect the existing Park Side Development and future Top Farms Property development to the Bondurant Recreational Sports Complex and Lake Petocka area to allow for safe pedestrian and biking access to this area which would be consistent to the guiding principles of the Comprehensive Plan; AND

WHEREAS, The trail connection would provide an access point off of McIntosh Dr NE, located in the Park Side Plat 2 subdivision, cross Santiago Creek located South of the subdivision, and continue south in order to connect to Lake Petocka; AND

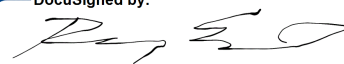
WHEREAS, the City of Bondurant is appreciative of the opportunity to apply for funds through the Iowa Department of Natural Resources Land and Water Conservation Fund grant program to assist with the implementation of a trail connection; AND

WHEREAS, The City of Bondurant acknowledges that the Iowa Department of Natural Resources Land and Water Conservation Fund grant program is a matching grant program, requiring a dollar-for-dollar match.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council authorizes City Staff to submit the City's pre-application grant request in the amount of \$100,000 to the Iowa Department of Natural Resource Land and Water Conservation Fund grant program.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 7th day of February, 2022.

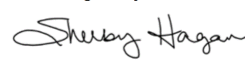
Passed this 7th day of February 2022,

DocuSigned by:
By: 
182C84659A50485...

Doug Elrod, Mayor

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

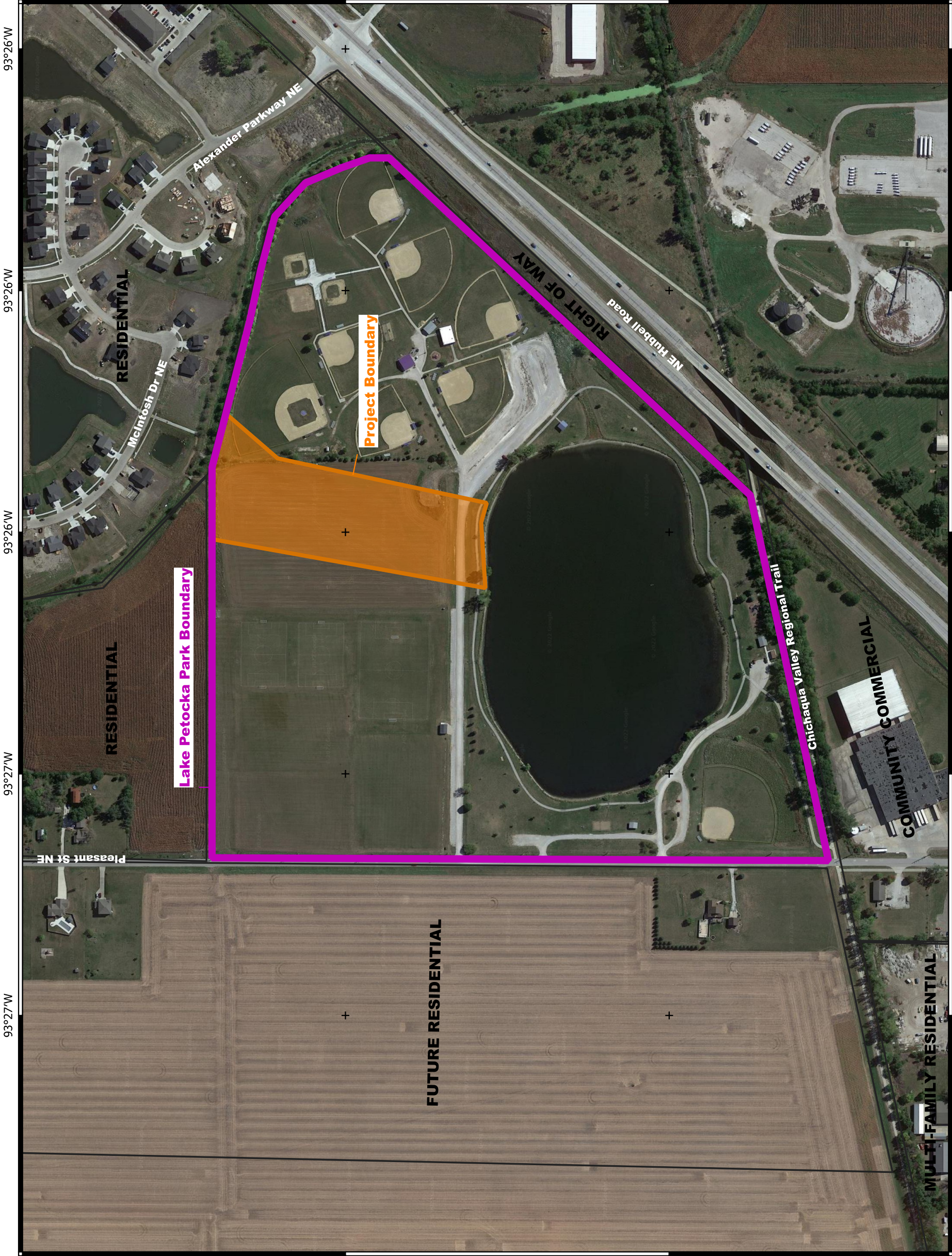
IN WITNESS WHEREOF, I have hereunto set my hand the day and year above written.

DocuSigned by:

2609A3F42EF546A...

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox	X			
Driscoll	X			
McKenzie				X
Peffer	X			
Sillanpaa	X			

Project Boundary Map



Legend

- Streets
- Lake Petocka Park Boundary
- Project Boundary
- Adjacent Land Uses
- Google Satellite

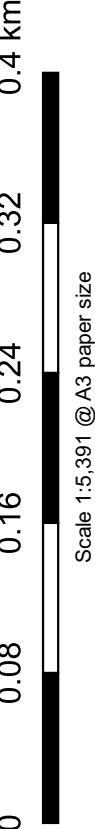
OSM Standard

Key Data Sources:
1. Google Satellite Images

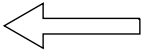
Drawn by: Emily Rizvic
Checked by: Maggie Murray
Approved by: Maggie Murray
Date: March 14, 2022



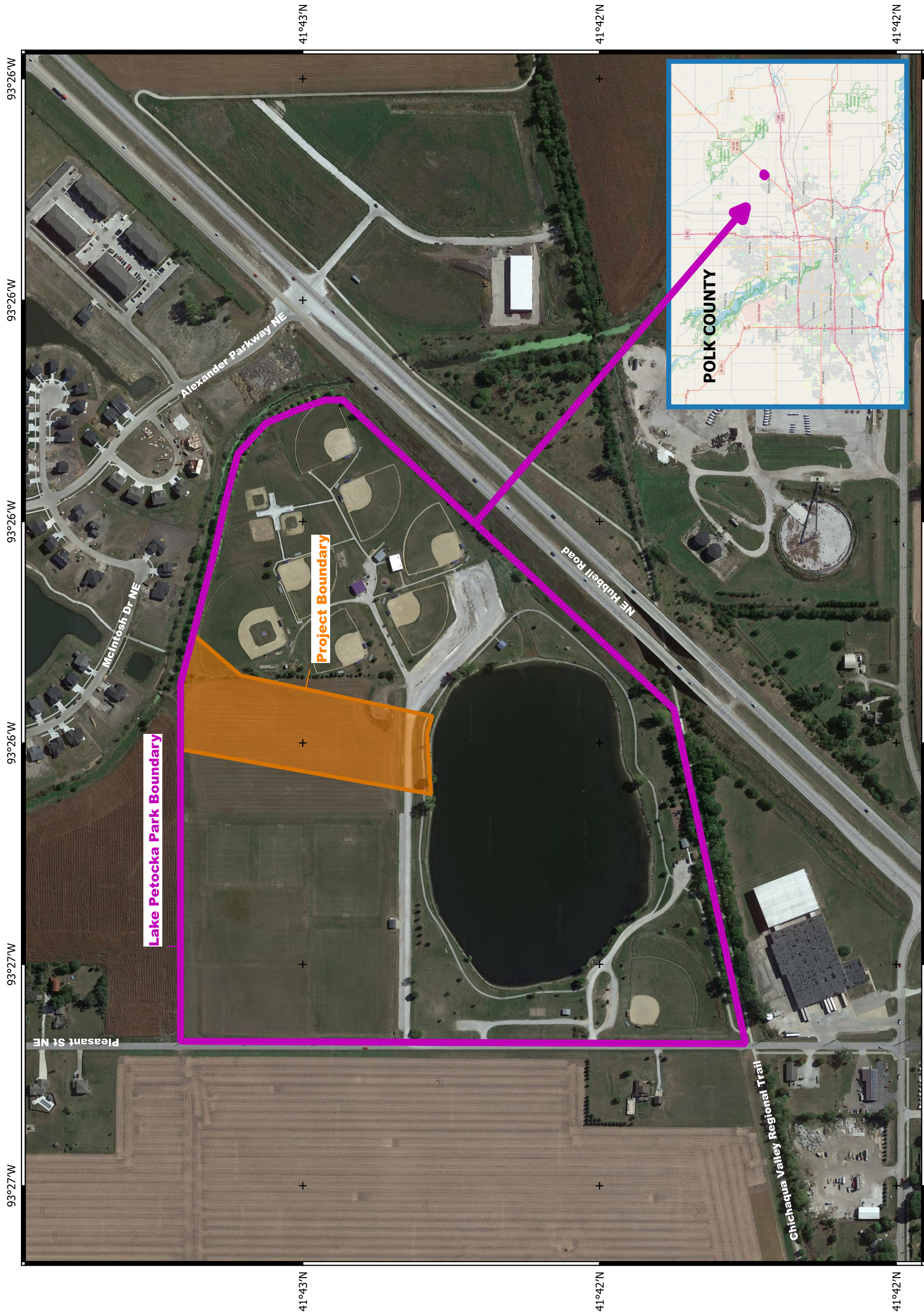
DISCLAIMER
Although great care was taken in the preparation of this map, the authors cannot be held responsible for any loss or damage emanating from its use. THIS MAP MUST NOT BE CONSIDERED AN AUTHORITY ON THE DELIMITATION OF INTERNATIONAL AND OTHER BOUNDARIES.



Map CRS: EPSG:3857
Coordinate Units: Meters
Map Scale: 1:5,391
Page Size: 420 x 297 mm
Made with: QGIS 3.22 in Windows



Project Location Map



Map CRS: EPSG:3857
Coordinate Units: Meters
Map Scale: 1:5,693
Page Size: 420 x 297 mm
Made with: QGIS 3.22 in Windows

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Key Data Sources:

1. Google Satellite Images

Drawn by: Emily Rizvic
Checked by: Maggie Murray
Approved by: Maggie Murray
Date: March 14, 2022



Site Development Map



Legend

- Adjacent Land
- Proposed Solar Benches
- Proposed trees
- Proposed Trailway
- Streets
- Lake Petocka Park Boundary
- Project Boundary
- Google Satellite

General Notes:
1. Locations of proposed trail, trees and benches within the project area are estimated.

Key Data Sources:
1. Google Satellite

Drawn by: Emily Rizvic
Checked by: Maggie Murray
Approved by: Maggie Murray
Date: March 15, 2022



DISCLAIMER
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Map CRS: EPSG:3857
Coordinate Units: Meters
Map Scale: 1:4,375
Page Size: 420 x 297 mm
Made with: QGIS 3.22 in Windows

0 0.06 0.12 0.18 0.24 0.3 km

Scale 1:4,375 @ A3 paper size

Legal Description Map



Source: <https://gispl1.polkcountyiowa.gov/portal/apps/sites/#/gis-maps/app/49db18638f614d51b693660400daccb2>

Map created by Maggie Murray, Planning & Community Development Director, on March 15, 2022.

Site Photos

Photo Taken in 2019 as the Park Side neighborhood was being developed. This photo is outdated in that it does not show the existing paved trails within the interior of the Park Side Neighborhood nor any of the existing dwelling units in the Park Side neighborhood.



June 2021 aerial image looking south at the BRSC/Lake Petocka area

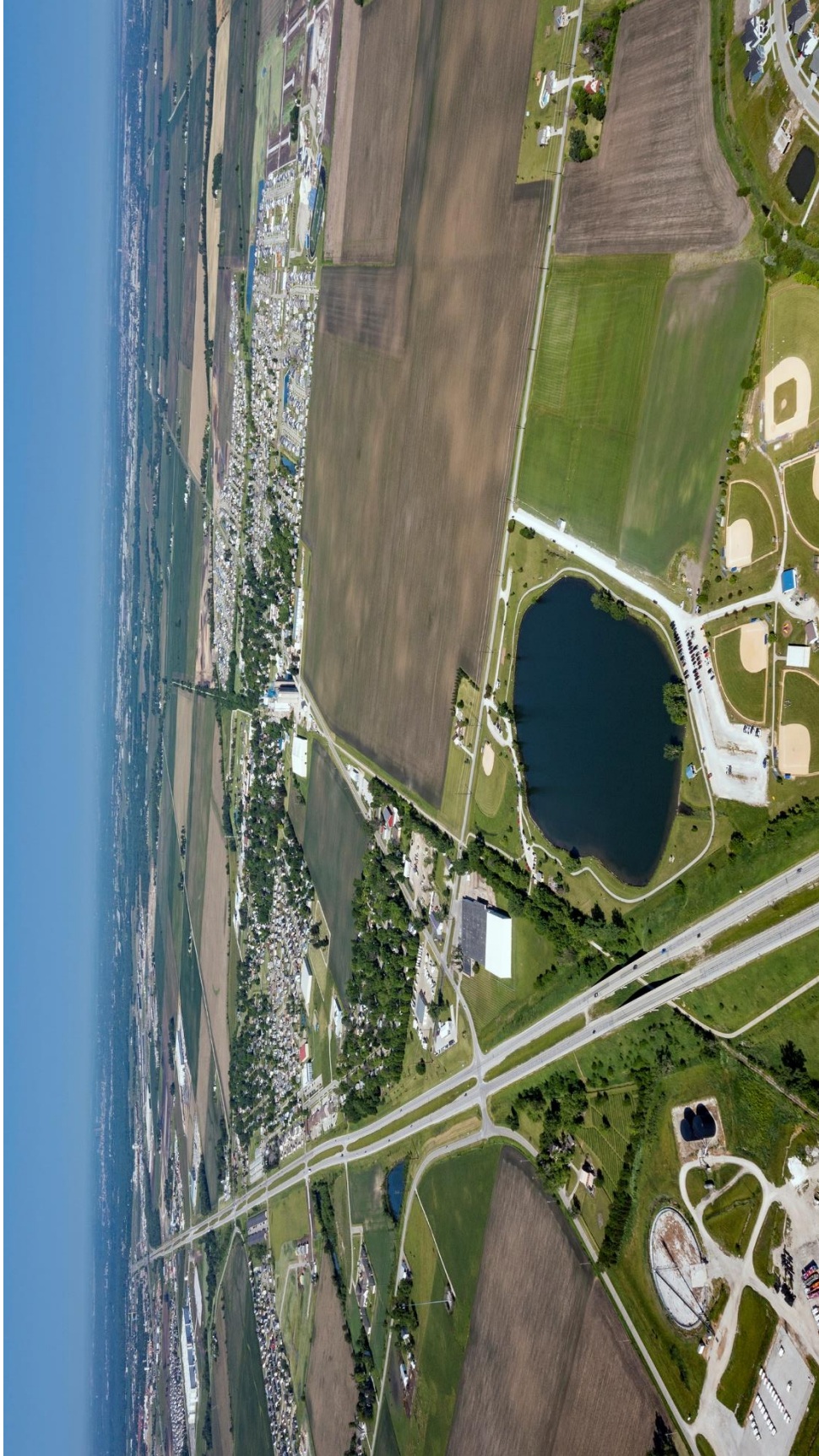


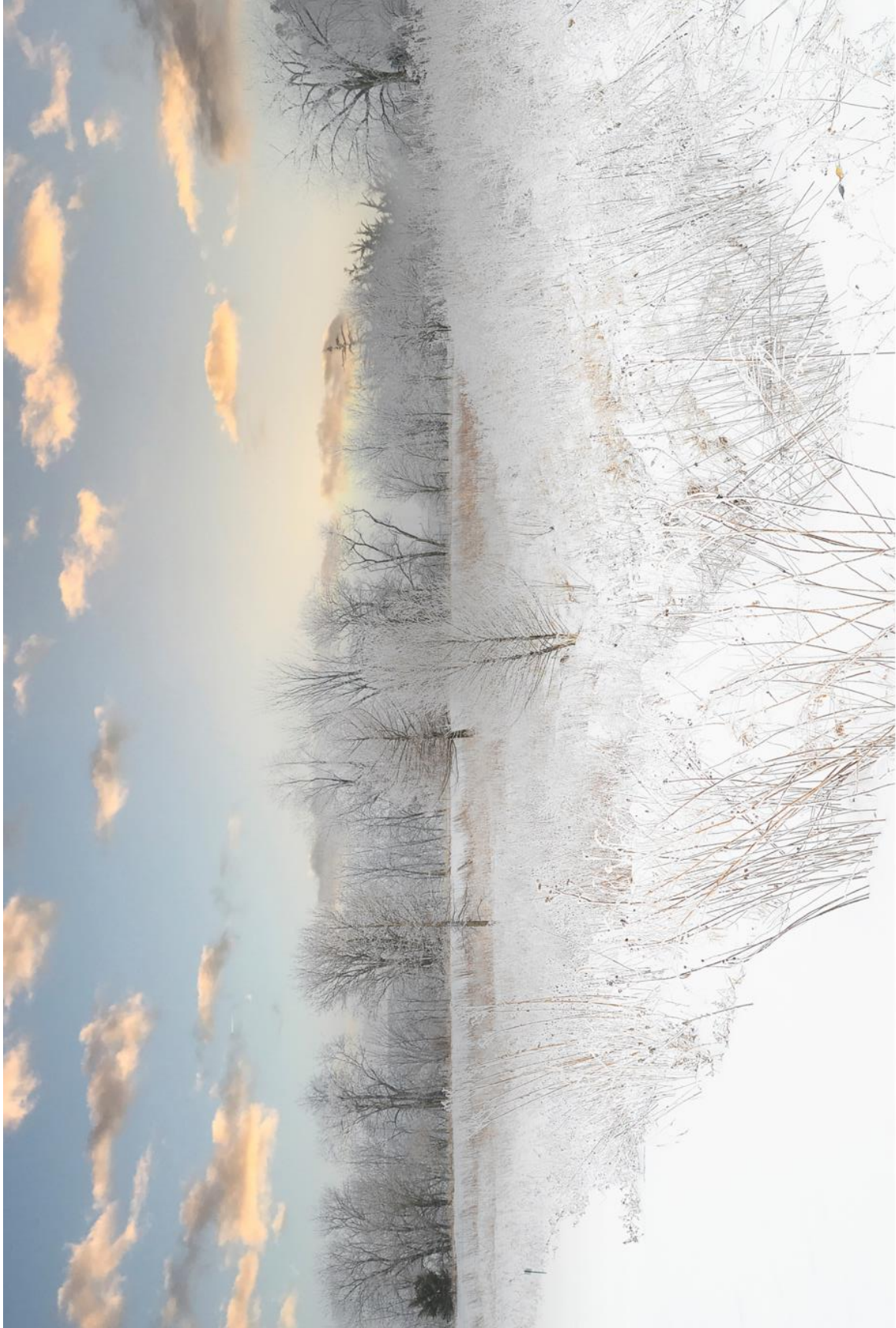
Image from the September 2021 ribbon cutting for the new soccer fields at the Bondurant Recreational Sports Complex (BRSC). Please note that the Park Side homes are visible in this photo.



September 2021 photo of the new soccer fields at BRSC:



2021 photo of the Lake Petocka area after a snowfall:



January 2021 photo showing ice fishing at Lake Petocka. The new Park Side apartment buildings are visible in the background of this photo.



Photo from the 2021 Live Healthy Iowa 5K. The route for this 5K went around the Lake Petocka loop. The new Park Side apartment buildings are visible in the background of this photo.





Doc ID: 036368470003 Type: GEN
Kind: PATENT DEED
Recorded: 03/26/2021 at 12:44:38 PM
Fee Amt: \$22.00 Page 1 of 3
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2021-00031232

BK 18439 PG 236-238

Preparer: David L. Dorff, Assistant Attorney General, TEL: 515-281-5351; FAX: 515-242-6072
Iowa Department of Justice, Lucas Bldg., Room 018, 321 E. 12th ST., Des Moines, IA 50319

Address tax statement to: TAX EXEMPT CITY PROPERTY

Return original document to Mark Arentsen, City Administrator, City of Bondurant, 200 Second St. NE,
P.O. Box 37, Bondurant, IA 50035

RETURN TO:

State of Iowa

OFFICE OF THE SECRETARY OF STATE

Patent No. 5794

STATE LAND OFFICE

The **STATE OF IOWA** hereby conveys to the **City of Bondurant** real estate in **Polk County, Iowa**, described as follows:

A parcel of land in the SW¼ of Section 29, Township 80 North, Range 22 West of the 5th P.M., Polk County, Iowa as shown on the Right of Way Plat, Exhibit "A", attached hereto which by this reference is made a part hereof.

Commencing at the center of said Section 29; thence S00°09'E 302.4 feet on the east line of said SW¼ to the existing northwesterly right of way line of Primary Road No. U.S. 65; thence S43°10'W 925.3 feet on said right of way line; thence S48°10'W 401.5 feet on said right of way line to the Point of Beginning; thence S43°10'W 742.0 feet to the northerly railroad right of way line of the Chicago and North Western Transportation Company; thence S77°26'W on said northerly right of way line to the easterly right of way line of the existing Secondary Road; thence N00°12'W 1201.6 feet on said easterly right of way line; thence S89°47'E 1250.0 feet; thence S46°50'E 580.0 feet to the Point of Beginning, containing 34.929 acres.

STATUTORY REVERSION CLAUSE: This conveyance is made without monetary consideration under the authority of the second unnumbered paragraph of Iowa Code section 461A.32. Pursuant to that authority, if the subject property ceases to be used as a public park by the grantee, title shall revert to the State, and within one year after such reversion, the subject property shall be restored, at the expense of the grantee, to the condition in which the subject property existed at the time of this conveyance.

AUTHORITY/CONSIDERATION: Authority and consideration for issuance of this patent are stated in the Certificate in Support of Patent Request executed by Roger L. Lande, Director of the Iowa Department of Natural Resources, a copy of which is filed with the State Land Office as provided in Iowa Code section 9G.6 (2011) and attached to this Patent as **Exhibit "A"**.

Recital: This conveyance is exempt from real estate transfer tax and declaration of value pursuant to Iowa Code section 428A.2(6) (2011).

I, **Terry E. Branstad**, Governor of the State of Iowa, have caused this instrument to issue and the Great Seal of the State of Iowa to be affixed to it at Des Moines, on this 9th day of June 2011.


Terry E. Branstad, Governor of Iowa


Matt Schultz, Secretary of State



I hereby certify that the foregoing Patent is recorded
in Vol. 26 Page 25 in the State Land Office.

Matt Schultz (JS)
Matt Schultz, Secretary of State

Preparer: David L. Dorff, Assistant Attorney General, Iowa Department of Justice,
Lucas Bldg., Room 018, Des Moines, Iowa 50319; PH: 515-281-5351 FAX: 515-242-6072

**CERTIFICATE IN SUPPORT OF PATENT REQUEST
AND EXHIBIT "A" TO PATENT**

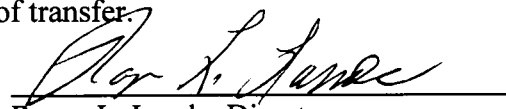
**TO: THE GOVERNOR AND SECRETARY OF STATE
RE: PATENT TO CITY OF BONDURANT**

Pursuant to Iowa Code section 9G.6 (2011) the Department of Natural Resources (DNR) requests a patent conveying to the City of Bondurant real estate in Polk County, Iowa described as:

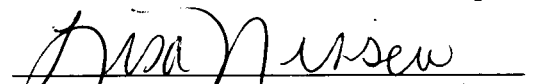
A parcel of land in the SW¼ of Section 29, Township 80 North, Range 22 West of the 5th P.M., Polk County, Iowa as shown on the Right of Way Plat, Exhibit "A", attached hereto which by this reference is made a part hereof.

Commencing at the center of said Section 29; thence S00°09'E 302.4 feet on the east line of said SW¼ to the existing northwesterly right of way line of Primary Road No. U.S. 65; thence S43°10'W 925.3 feet on said right of way line; thence S48°10'W 401.5 feet on said right of way line to the Point of Beginning; thence S43°10'W 742.0 feet to the northerly railroad right of way line of the Chicago and North Western Transportation Company; thence S77°26'W on said northerly right of way line to the easterly right of way line of the existing Secondary Road; thence N00°12'W 1201.6 feet on said easterly right of way line; thence S89°47'E 1250.0 feet; thence S46°50'E 580.0 feet to the Point of Beginning, containing 34.929 acres.

On May 23, 2011, the Executive Council of Iowa, upon recommendation of the Natural Resource Commission at its meeting on March 10, 2010, approved the transfer of the above-describes property, comprising 34.929 acres, more or less, in Polk County, to the City of Bondurant for park purposes. Conveyance of the park property without monetary consideration is authorized by the second paragraph of Iowa Code section 461A.32, on condition that if the property ceases to be used as a public park it shall revert to the state and the county shall be responsible for restoring it to its condition at the time of transfer.


Roger L. Lande, Director
IOWA DEPARTMENT OF NATURAL RESOURCES

STATE OF IOWA, POLK COUNTY: This instrument was acknowledged before me on the 23rd day of May, 2011 by Roger L. Lande as Director of the Iowa Department of Natural Resources.


NOTARY PUBLIC for the State of Iowa



Return to:
THE IOWA STATE BAR ASSOCIATION
BRICK, GENTRY, BOWERS, SWARTZ,
STOLTZE, SCHULING & LEVIS, P.C.
ATTORNEYS AND COUNSELORS AT LAW
39TH AND INGERSOLL
550 THIRTY-NINTH STREET, SUITE 200
DES MOINES, IOWA 50312

FOR THE LEGAL EFFECT OF THE USE OF
THIS FORM, CONSULT YOUR LAWYER

FILED FOR RECORD
POLK COUNTY, IOWA

95 MAR 31 A 11:54.3

TIMOTHY J. BRIEN
RECORDER



COURT OFFICER DEED

SPACE ABOVE THIS LINE
FOR RECORDER

IN THE MATTER OF

THE ESTATE OF

WANDA S. KINNEY

056043

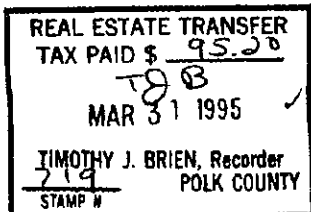
INST #
RECORDING FEE 11.00
AUDITOR FEE 5.00

now pending in the Iowa District Court

in and for Polk County, Probate No. ES 36412

Pursuant to the authority and power vested in the undersigned, and in consideration of One (1) Dollar(s) and other valuable consideration, the undersigned, in the representative capacity designated below, hereby Convey(s) to City of Bondurant, Iowa

the following described real estate in Polk County, Iowa:



SEE ATTACHED EXHIBIT "A"

Based upon transfer books and for
within this 3 day of April
95 my fee \$ 5.00 collected
Timothy J. Brien
Auditor

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

Dated: March 28, 1995 ESTATE OF WANDA S. KINNEY

By: Jack P. Kinney, Co-Executor
By: Sharon L. Turner, Co-Executor

As co-Executors in the above entitled estate or cause.

*Executor, Administrator, Guardian, Conservator, Trustee, Referee, Commissioner, or Receiver

STATE OF IOWA, COUNTY OF WARREN, ss:

On this 28th day of March, 1995 before me, the undersigned, a Notary Public in and for said state, personally appeared Jack P. Kinney and Sharon L. Turner

to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that such person(s), as such fiduciary(ies), executed the same as the voluntary act and deed of such person(s) and of such fiduciary(ies).



Notary Public in and for said State

EXHIBIT "A"

Legal Description:

29-80-22 ✓
A parcel of land located in the Northwest 1/4 of the Southwest 1/4, and the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 80 North, Range 22 West of the 5th P.M., Polk County, Iowa, further described as follows:

Commencing at the Northwest Corner of the Southwest 1/4 of said Section 29; thence S0°12'E 842.9 feet along the West line of said Southwest 1/4 of Section 29 and the center of a public roadway 66 feet in width; thence departing said section line S89°51'E 33 feet to a point on the East line of said public roadway and the Point of Beginning, said point also being the Northwest Corner of that certain parcel of land described in contract of sale to the Iowa State Highway Commission for U.S. Highway No. 65 right-of-way recorded in Book 4698 at Pages 664-666 of the Public Records of said Polk County, Iowa; thence N0°12'W 60 feet along said public roadway; thence S89°51'E 1322.3 feet; thence N09°09'E 794.9 feet; thence S76°02'E 815.7 feet to a point on a non-tangent curve concave Southwesterly having a radius of 433.17 feet; thence Southeasterly along the arc of said curve having a chord of 373.94 feet and a chord bearing of S42°50'30"E 386.65 feet; thence S10°33'E 77 feet to a point on the aforesaid right-of-way line of U.S. Highway 65; thence along said right-of-way line S43°10'W 599.1 feet; thence S48°10'W 401.5 feet; thence N46°50'W 580 feet; thence N89°51'W 1252.1 feet to the Point of Beginning, containing 21.87 acres of land, more or less.

3-31-95
29-80-22
4-5-95
BK7172PG139

Recorded: 6/26/2017 at 9:32:31.140 AM
Fee Amount: \$17.00
Revenue Tax: \$0.00
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 201600107403
BK: 16536 PG: 621



CORRECTED
WARRANTY DEED
THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

John C. Wagner Law Offices, P.C., 600 39th Avenue, P.O. Box 262, Amana, IA 52203,
Phone: (319) 622-3357

Taxpayer Information: (Name and complete address)

City of Bondurant, 200 2nd Street NE, Box 37, Bondurant, IA 50035

Return Document To: (Name and complete address)

City of Bondurant, 200 2nd Street NE, Box 37, Bondurant, IA 50035

Grantors:

Steven J. England
Denae L. England

Grantees:

City of Bondurant, Iowa

Legal description: See Page 2

Document or instrument number of previously recorded documents: Originally recorded at: Book 16517, page 346, this document is being recorded to correct legal description.



CORRECTED WARRANTY DEED

For the consideration of One (\$1.00) Dollar(s)
and other valuable consideration, Steven J. England and Denae L. England, husband and wife,
City of Bondurant, Iowa do hereby Convey to

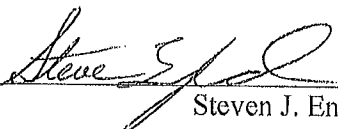
Polk County, Iowa: the following described real estate in

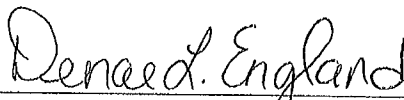
Parcel 2017-117 of Parcel D in the Northwest Quarter and the Southwest Quarter of Section 29, Township 80 North, Range 22 West of the 5th P.M., City of Bondurant, Polk County, Iowa, according to the Plat of Survey thereof found in Book **16514 Page 653** in the Office of the Polk County Recorder. Said Parcel 2017-117 of Parcel D is more particularly described as follows:

Beginning at the Southwest corner of said Parcel D; thence North 00°21'43" West 782.92 feet along the West line thereof to the North line of the Southwest Quarter of said Section 29; thence North 89°49'06" East 1327.16 feet along said North line to the East line of said Parcel D, said point being distant South 00°00'26" East 7.93 feet from the most Northerly corner of Parcel C according to the Plat of Survey thereof found in Book 7174 on Page 774 in the Office of the Polk County Recorder; thence South 00°00'26" East 786.96 **feet along the North line of said Parcel C and the East line** of said Parcel D; thence South 89°59'37" West 1322.29 feet along said North line of Parcel C and South line of said Parcel D to the Point of Beginning. Said Parcel 2017-117 of Parcel D contains 23.87 acres.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and Convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated on 6-8-17


Steven J. England (Grantor)

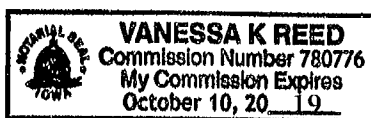

Denae L. England (Grantor)

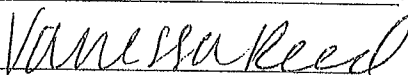
(Grantor)

(Grantor)

STATE OF IOWA, COUNTY OF POLK

This record was acknowledged before me on June 8, 2017, by Steven J. England
and Denae L. England




Signature of Notary Public

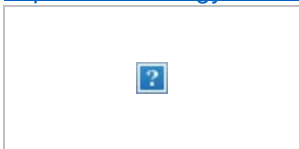
From: [Doershuk, John F](#)
To: [Maggie Murray](#); [Dellaca, Nick](#)
Subject: FW: [External] City of Bondurant - Initial Desktop Archaeological Review Request
Date: Monday, March 14, 2022 12:32:25 PM
Attachments: [image001.png](#)
[Area Map.pdf](#)
Importance: High

Maggie,

Thanks for the opportunity to provide technical assistance. There is no pertinent data available in the records of my office applicable to the project area in question (purple boundary, attached map) to suggest that an archaeological survey is not warranted prior to the planned trail development project. Therefore to meet the requirements associated with receipt of LWCF support, please secure a Phase I archaeological scope of work and cost estimate structured in accordance with the Association of Iowa Archaeologists Guidelines for Archaeological Investigations in Iowa (available at: <http://aiarchaeologist.org/guidelines/>). This same website also has a list of qualified archaeological consultants familiar with implementing the AIA best practices. Nick can confirm, but I believe Phase I archaeological survey and reporting costs such as I'm recommending as required for the proposed project can be included as a grant expense. Be sure to provide this email and the map figure to any consultant from whom you secure a cost proposal so they understand what is being required as the scope of work.

Sincerely,

John F. Doershuk, Ph.D. (he, him, his)
State Archaeologist and Director, Office of the State Archaeologist
Adjunct Associate Professor, Anthropology
700 Clinton St. Building, University of Iowa
Iowa City, IA 52242
Office: 319-384-0751 Mobile: 319-530-9148
<https://archaeology.uiowa.edu>



From: Maggie Murray <planning@cityofbondurant.com>
Sent: Monday, March 14, 2022 10:42 AM
To: Doershuk, John F <john-doershuk@uiowa.edu>; Noldner, Lara K <lara-noldner@uiowa.edu>
Subject: [External] City of Bondurant - Initial Desktop Archaeological Review Request
Importance: High

Hi John and Lara – the City of Bondurant would like to submit a grant application tomorrow afternoon by 4:30 p.m. to the Iowa DNR's Land & Water Conservation Fund grant program. Grant applicants must complete an initial desktop archaeological review and submit the recommendation

with the application. Is this free initial desktop review something you can complete prior to tomorrow afternoon?

To assist in your review, please see the below/attached information:

- A. **Project description.** A paved 10'-wide trail is proposed within the existing park boundaries of the Bondurant Recreational Sports Complex/Lake Petocka areas in the general area shown in purple on the attached map. This map also details out the existing park boundaries of the Bondurant Recreational Sports Complex and the Lake Petocka areas. The Bondurant Recreational Sports Complex/Lake Petocka area is 80.747 acres. This paved trail will eventually tie over the adjacent Santiago Creek area; however, this future work is not proposed as part of the City's LWCF grant applicant.
- B. **Previous know studies.** The City of Bondurant is unaware of any previous known archaeological studies conducted at this project site.
- C. **Area of Potential Effect (APE).** All potential impacts, including access point and staging, will occur within the existing Bondurant Recreational Sports Complex/Lake Petocka park boundaries.

Please let me know if you have any questions!

Thanks,

Maggie Murray, AICP

Planning & Community Development Director

P: 515.630.6985

E: planning@cityofbondurant.com

W: www.cityofbondurant.com

City of Bondurant | 200 2nd Street NE Box 37 | Bondurant, IA 50035

LAND & WATER CONSERVATION FUND

STATE GUIDELINES AND APPLICATION FOR LOCAL PARTICIPATION

Applications Due March 15th Annually



Iowa Department of Natural Resources
Kayla Lyon, Director 2022

LAND AND WATER CONSERVATION FUND

Twentieth Edition 2022

FORWARD

This booklet has been prepared to assist grant applicants, planning agencies, and planning consultants in preparing applications for federal assistance from the Land and Water Conservation Fund. It makes no attempt to cover all aspects of the LWCF program; but it does attempt to cover the major items of interest and concern to most applicants. Any unanswered questions concerning the program should be directed to:

Iowa Department of Natural Resources
Nick Dellaca
Parks, Forests, and Preserves Bureau
502 E 9th St
Des Moines, IA 50319-0034
515-380-0171
nick.dellaca@dnr.iowa.gov

The Department of Natural Resources receives Federal financial assistance from the Land and Water Conservation Fund (LWCF). Under Title VI of the 1964 Civil Rights Act, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the US Department of the Interior prohibits discrimination on the basis of race, color, national origin, age, sex, or disability. If you believe that you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Director, Iowa Department of Natural Resources, 502 E Ninth St, Des Moines, Iowa 50319-0034, or the Office of Equal Opportunity, US Department of the Interior, Washington, DC 20240.

LAND AND WATER CONSERVATION FUND GUIDELINES FOR LOCAL PARTICIPATION

Introduction

The Land and Water Conservation Fund Act (LWCF), signed into law September 4, 1964, provides federal financial assistance to the State of Iowa and its political subdivisions for the purpose of acquisition and/or development of land for outdoor recreation. The LWCF program is administered by the National Park Service (NPS). The Iowa Department of Natural Resources (DNR) administers the program at the state level. State Administrative Rules and Federal General Provisions for the program are included in this application, read both carefully before applying.

Funds are provided to the states and passed to political subdivisions in the form of 50% reimbursement grants. Reimbursements are made on all eligible expenditures up to the amount of the approved grant.

Control and Tenure of Project Sites

The grant applicant must be an incorporated city or a county conservation board and have physical control of the project site by fee title or a minimum 25-year land management agreement in order for the project to be eligible. Land being acquired by contract purchase will not be eligible for development assistance until the fee title has been obtained. **The applicant is responsible for the maintenance of the site as an outdoor recreation area open to the public in perpetuity.**

Prior to the final billing, a "Notice of Use Restriction" will be required to be recorded with the respective county recorder. The restriction is a legal document which attaches to the title of the project site and halts the sale or conversion of the subject site/property prior to National Park Service review and approval. Upon approval of the National Park Service, a grantee may enter into a "conversion of use" by changing the boundaries, or selling all or a portion of a project site, understanding that the sponsor is responsible for replacing all or the portion of the site with equal or greater value property. The replacement land may not already be used for outdoor recreation.

Section 6(f)(3) of the Land and Water Conservation Fund Act states: "No property acquired or developed with assistance under this section shall, without the approval of the secretary, be converted to other than public outdoor recreation uses. **Property sold or used for purposes other than outdoor recreation must be replaced with new park land of equal or greater dollar value.** Examples of conversions include:

- The sale or trade of all or a portion of land acquired and/or developed with LWCF assistance.
- The construction of non-outdoor recreational facilities (such as roads/streets, libraries, city halls, fire/police stations, community centers, senior citizen centers) on properties acquired and/or developed with LWCF assistance.

Eligible Projects

- Observation and sight-seeing facilities; including hiking, biking, equestrian, cycle, snowmobile and nature trails.
- Picnic facilities, including open shelters.
- Camping facilities.
- Acquisition of land specifically for active outdoor recreation purposes.
- Swimming facilities, including beaches, pools, bathhouses and related equipment.
- Winter sports facilities, including ski runs/lifts, outdoor skating rinks, sledding slopes, warming huts, etc.
- Playground equipment and outdoor sports facilities such as ball fields and game courts, golf courses, etc.
- Sport shooting areas for skeet, trap, rifle, pistol and archery.
- Lake and pond construction for boating, fishing and aesthetic purposes.
- Landscaping and plantings for wildlife food and cover.
- Renovation or redevelopment of existing facilities which have deteriorated or become outdated.
- Support facilities including roads, parking, signs, walkways, utility systems, lighting, restrooms, concession buildings, trailer dumps, fences, etc.

(Phased projects are eligible for funding and must be submitted as a new project for scoring each phase.)

Ineligible Projects

- Acquisition or development of areas and facilities to be used primarily for semiprofessional and professional arts and athletics.
- Development of school “athletic plant” facilities.
- Construction of employee residences.
- Development of amusement facilities, convention facilities, and commemorative exhibits.
- Development of nature and geological interpretive facilities which go beyond interpreting the project site and its immediate surrounding area.
- Development of outdoor recreation and support facilities to be used exclusively by people with disabilities.
- Acquisition, restoration or preservation of historic structures.
- Acquisition, construction or renovation of lodges, motels, and luxury or “nonaustere” cabins.
- Facilities at a zoo for the purpose of housing, caging, displaying or caring for animals.
- Acquisition of museums and sites to be used for museums.
- Mobile recreation units such as playmobiles, skatemobiles, swimmobiles, show wagons, puppet wagons, and porta-bleachers.
- Acquisition of areas and facilities to be used solely for game refuges or fish production purposes.

(No funds will be made available for the operation and maintenance of outdoor recreation areas and facilities.)

Project Scoring

LWCF applications are reviewed and scored by a five member committee represented by the cities, counties and DNR staff. More specific information and details on the scoring criteria can be found in the [LWCF State Administrative Rules, 571-27](#). The grant scoring criteria consists of:

- Relationship to the Statewide Comprehensive Outdoor Recreation Plan (SCORP): up to 50 points
- Recreation benefits: up to 10 points
- Local need: up to 10 points
- Quality of the site: up to 10 points
- Benefit for people with disabilities and elderly persons: up to 3 bonus points
- Use of recycled materials: up to 2 bonus points
- Minority population of project area: up to 3 points bonus points
- Coordination and planning: up to 3 bonus points
- Prior Assistance: +5 bonus points for no prior assistance; 0 to -5 penalty points for prior assistance above the calculated fair share

Eligible Project Costs and Match Funds

Reimbursements are made only on costs incurred and paid by the grantee during the project period as identified on the grant agreement. The only exception to this is on “pre-agreement planning costs”, which can include site investigation and selection, site planning, feasibility studies, preliminary design, environmental assessment, preparation of cost estimates, and construction drawings and specifications.

In general, federal funds cannot be utilized as match funds for an LWCF grant project. The only exception to this requirement is if the other federal program states in its rules that it can specifically be utilized as an eligible match for the LWCF program.

The following items are ineligible for reimbursement:

- Incidental costs incurred by the grantee relating to the acquisition of real property, such as appraisals, surveys, recording fees.
- State sales taxes, interest expenses.
- Equipment to be used for the maintenance of recreation areas and facilities.
- Sport equipment such as bats, balls, etc.
- Donated labor, materials, and equipment use, donated real property.

- Force account labor and equipment use
- Cost overruns on an active project are not eligible for grant amendments.

Waiver of Retroactivity

In cases involving extreme urgency of land acquisition, where a grant applicant needs to purchase land prior to the grant round, a grant applicant may request a “waiver of retroactivity”. Waivers allow acquisitions of real property to take place immediately without jeopardizing a grant applicant’s chances for a future grant, but in no way implies or guarantees that a grant will be awarded. Grant applicants must formally request a waiver of retroactivity through the department to the National Park Service.

Operation and Maintenance Statement

On a five year basis, grantees will be required to complete and sign/date an Operation and Maintenance Statement and a Post-Completion Inspection Certification Report. Both are required to ensure that property and development for which these federal funds are provided will not be converted to any other use than public outdoor recreation. Projects developed and lands acquired with this program will be held in perpetuity. If a portion or all of the project lands are converted to a use other than outdoor recreation, or a portion or all of the project land is sold or donated, a “conversion in use” has taken place, and those lands will have to be replaced.

Program Income

Any non-recreational income derived from a project site and earned during the project period must be credited to the project on the next reimbursement request following receipt of the income. Nonrecreational income includes the sale of natural products such as timber, gravel, farm crops and rental fees. Income from the sale of buildings acquired with LWCF assistance must be credited or reimbursed no matter when the sale occurs.

State Historic Preservation Office (SHPO) Clearance - Section 106

State Historic Preservation Officer (SHPO) review and approval is required on all applications selected for funding. A thorough review and explanation of the property’s history is critical for an accurate review by the Department and the National Park Service for a potential determination of no adverse effect. If selected for funding, and depending on past use and potential for historic significance, a historical survey and/or Cultural Resource Management Plan may be required by the SHPO office. SHPO and tribal office reviews are required as part of Environmental Screening.

An initial archaeological review conducted by a professional archaeologist is required prior to grant application submission. Further guidance on this requirement can be found under the Section 106, Archaeological Desktop Review in the application section in this document.

Environmental Screening Information

Provisions of the National Environmental Policy Act of 1969 (P.L. 91-190) are applicable to the LWCF program. To determine the environmental impact of a proposed project, an applicant will need to provide adequate environmental information by completing the required Project Description and Environmental Screening (A&R) Form section of the application.

The environmental review process may involve producing documents for public review and comment, coordinating compliance with applicable local, state and federal laws and regulations, and acquiring other federal state and local approvals.

This section assists the project review and selection committee by ensuring the necessary information is included to determine the best projects are funded by:

- developing the project narrative to clearly explain the benefits to the community;
- explaining how the proposal is in accord with the State Comprehensive Outdoor Recreation Plan (SCORP);
- screening the proposal for potential environmental impacts in order to determine the appropriate NEPA process to conduct: 1) recommendation for a categorical exclusion, 2) production of an environmental assessment, or 3) production of an environmental impact statement. The environmental screening step requires an applicant to follow the Section 106 of the National Historic Preservation Act, in conjunction with the NEPA process;

- certifying that any appraisals conducted for the LWCF application meet the Uniform Appraisal Standards for Federal Land Acquisitions.

Whenever possible, impacts should be quantified (i.e., number of acres of trees to be removed, cubic yards of fill to be required, number of acres of land to be inundated, whether temporary during construction or permanent impact, etc.).

Applicant Risk Assessment

Federal law requires our State Agency to conduct a risk assessment of each applicant or sub-recipient. Your agency will be required to support your application by answering questions regarding your financial and budgeting practices.

Grant Approval Process

LWCF grants consist of a two-stage approval process.

1. The first process consists of grant review and scoring by the five person LWCF review committee. Any additional information or clarification on individual grant applications will be sent to applicants via email. A grant review meeting open to applicants and the public is then held for review committee grant discussion. This meeting also provides a comment opportunity for the public and grant applicants. Final grant review scores and funding recommendations are then provided to the Natural Resource Commission (NRC) for the first approval by the State.
2. The second process consists of DNR staff working with grant applicants to acquire any necessary additional information and work through the required submission materials for review and approval by the National Parks Service (NPS). Once all materials are compiled, NPS will conduct an initial review for each grant to make sure it meets all grant requirements and determine if any further information or documentation will be needed prior to the official submission with NPS. After the initial review has been conducted, DNR conducts the official grant submission during the next open submission period with NPS. The final grant approval and grant agreement with NPS takes approximately 3 months from the submission period end date. **Work associated with both grant and match funds can not begin until the grant agreement is in place.**

Tentative Grant Application and Funding Timeline

Timeline is subject to change yearly based on NPS review and submission schedules. Grant agreements have historically been in place 12 months to 21 months after the grant application deadline.

- January 15: Yearly updated grant application materials are available on the [Iowa LWCF](#) webpage
- March 15: Application submission deadline
- March-April: Grant review committee conducts reviews and scoring
- Late April-Early May: Grant review meeting
- June: State grant and funding approval by the NRC
- July-December: Develop materials for NPS initial review and official grant submission
- December-January: Initial grant review by NPS
- February-March: Submit grants to NPS for official review, approval, and grant agreement (official submission periods can change and are contingent upon scheduled timeframes by NPS on a yearly basis).
- July: Grant agreement with NPS and grant start date (contingent upon official submission period dates and completion of Section 106 environmental, cultural, historical, and tribal approvals)

Iowa Department of Natural Resources
Land and Water Conservation Fund

Applications are due by 4:30pm, March 15 or the closest working day, each year

Send Application and Attachments electronically to: Nick.Dellaca@dnr.iowa.gov

AND

Mailed applications must be post marked by the grant submission deadline of 4:30pm, March 15, 2022

Mail one (1) original and one (1) copy to:

Nick Dellaca

Iowa Department of Natural Resources

502 E 9th St

Des Moines IA 50319

Application and Applicant Information

1. PROJECT

Project Title: Bondurant Recreational Sports Complex Trail Connection

Project 911 Address: 2050 Junior Haines Parkway

City: Bondurant State: IA Zip + 4: 50035

2. TYPE OF PROJECT

☐ Acquisition (appraisals required) ☒ Development ☐ Combination # of Existing Park Acres: 80.747

Park GPS Coordinates: 41.709749, -93.441198 # of Acres Acquired: 0

3. APPLICANT CONTACT INFORMATION

Agency: City of Bondurant Contact Person: Maggie Murray

Email: planning@cityofbondurant.com Title: Planning & Community Development Director

Applicant Mailing Address: 200 2nd Street NE, POB 37 Telephone #: (515) 630-6985

City & Zip Code: Bondurant, IA 50035 DUNS #: 619254183

County: Polk

4. DESCRIPTION & COSTS

Project Description: (Maximum of 500 characters summarizing the project and use of LWCF Funds)

The City of Bondurant will install a 10'-wide trail starting at the north park boundary of the Bondurant Recreational Sports Complex then heading south through the park to connect to the existing paved trail around Lake Petocka. A separate project not part of the LWCF application will include installation of a trail crossing over Santiago Creek linking the neighborhoods to the park amenities.

Project Costs (Including Required 50% Cash Match):

Federal LWCF Funds Requested: \$ 100,000.00

Local Share:

Source: City of Bondurant \$ 116,550.00

Source: \$

Source: \$

Total Project Cost: \$ 216,550.00

5. SIGNATURE

The Applicant agrees to conform with the Americans with Disabilities and Civil Rights Acts, as well as keeping the Project Site open to the public for outdoor recreation in perpetuity and completing the 5 Year Post Completion Inspections.

Maggie Murray

Digitally signed by Maggie Murray
Date: 2022.03.15 12:33:11 -05'00'

Maggie Murray, Planning & Community Development Director

Applicant Signature and Date

Applicant Name and Title

LWCF Grant Application Checklist
(Return this completed form with your application))

Mandatory

- ☒ Signed letter of resolution from Governing Body that includes resources/support committed to the project
- ☒ Application City Council approved the enclosed resolution at their February 7, 2022 meeting; this resolution endorses the project and acknowledges the local match requirement. At their March 21, 2022 meeting, Council will consider an amended resolution containing the specific wording of the example application resolution.
- ☒ Budget and budget narrative
- ☒ Proposal description and environmental screening (A&R) form with contributors' names, titles, agencies, and qualifications
- ☒ Boundary map, vicinity map, site plan and project area photographs
- ☐ Signed Risk Assessment or auditor's report (N/A)
- ☒ Signed Minority Impact Statement
- ☒ Proposed grant project timeline
- ☒ Project can be completed within 2.5 years from receiving grant agreement
- ☒ Required MATCH funding is secured
- ☒ Project meets state priorities outlined in the 2018 Iowa Statewide Comprehensive Outdoor Recreation Plan (SCORP).
- ☒ Control and tenure Information (Deed, applicable lease, easements, use agreements)
- ☒ Project area is owned by public land agency that designates the area to be open to public outdoor recreation for perpetuity.
- ☒ Project area complies with the Americans with Disabilities Act (ADA)
- ☒ Response from initial archaeological review conducted by the Office of State Archaeologist (OSA) or a professional archaeologist. This may be substituted with a Phase I archaeological survey report if completed.

Other documents required after project has been approved for funding by DNR

- Section 6(f) Boundary Map
- Agency Coordination and Section 106 Review

GRANT PROPOSAL OVERVIEW

The scoring criteria for LWCF grants is based on four main categories: Relationship to Iowa SCORP priorities (50 pts.), Direct recreation benefits (10 pts.), Local need (10 pts.) and Quality of site (10 pts.). Applications are additionally reviewed and scored for bonus and penalty points based on the following categories: Prior LWCF grant assistance (+5 points for no prior assistance; 0 to -5 penalty points for prior assistance above the calculated fair share), Special features for the elderly and persons with disabilities (3 pts.), Minority populations served (3 pts.), Level of project planning including the degree of public participation and support (3 pts.) and Recycled content material use (2 pts.).

Please keep answers concise to they fit into the allotted typing boxes. If more space is needed, responses may be continued as an attachment.

1. Describe the scope of the proposed project and the recreational benefits. Include a description of the location of the project site, and any facilities or improvements on the project site. If the proposed project is part of a multi-phased project, outline which phase the LWCF grant portion will be included in. Further details about the additional or separate project phases should be included in your response here to provide grant reviewers with a full overview of the project as a whole, but not included in the required budget forms and budget narrative (10 pts).

The City of Bondurant is proposing to construct an approximate 1,100' long concrete paved trail that will be 10'-wide beginning at the northern boundary of the Bondurant Recreational Sports Complex (BRSC)/Lake Petocka Park area. The proposed trail will then head south through the public park area to link to an existing trail that loops the Lake. The BRSC portion of the park is currently comprised of 46 acres and contains the following: 10 baseball fields, a 24-acre area for soccer field use, a tornado safe room, restrooms, and playground equipment. The Lake Petocka portion of the park is comprised of 35 acres and contains the following: a paved trail connection to the regional Chichaqua Valley Trail system, an 18-acre lake, an outdoor fitness area, several picnic areas, sand volleyball courts, restrooms, and playground areas. While not being requested as part of the LWCF grant application/project, the City of Bondurant will also construct at the same time a paved trail connection over Santiago Creek adjacent to the park boundary's northern park boundary. The separate Santiago Creek crossing trail project will tie into an existing paved trail that was stubbed when adjacent the Park Side neighborhood was constructed. Together the LWCF trail project and the Santiago Creek crossing will establish a critical missing trail link for the newer neighborhoods of Park Side and Top Farms so that residents have a safe, non-vehicular access to the community's extensive parks and trails network. The LWCF trail project will also include grading, fencing, the planting of 20 trees, and 2 solar charging benches.

2. Describe the purpose and justification of the proposed project, including the local need for the project (10 pts).

The City of Bondurant identified the need for the proposed trail connection as a direct result of the recent and upcoming residential developments just north of the BRSC/Lake Petocka area. Park Side is a newly-developed neighborhood which contains families living in a mix of new housing options, including 108 apartment units, 16 bi-attached units, and 60 single-family detached homes. The upcoming Top Farms neighborhood (2022 construction start state) will also contain a mix of single-family detached, townhome, and multi-family housing. These new neighborhoods are currently disconnected from the community's extensive park and trail network. No safe option currently exists for these newer neighborhoods along Highway 65 to access the community's parks and trails by foot or bicycle. Santiago Creek abuts the Park Side neighborhood to the south. The only street access from these newer neighborhoods to the BRSC/Lake Petocka area is the Highway 65 corridor, a state highway with no sidewalks and a posted speed limit of 55 MPH.

The Park Side neighborhood contains 192 dwelling units within 1/4 mile of the BRSC/Lake Petocka boundary. The need for this missing trail connection is only expected to grow. Once the Top Farms Property neighborhood is fully constructed out, this will add an additional 178 single-family lots and approximately 20 acres for townhome/apartment use within 3/4 mile of the BRSC/Lake Petocka park boundary.

3. Describe the quality and environment of the project site. The history of the site, future of site without implementation of the proposed project, environmental intrusions, etc. (10 pts.).

The BRSC portion of the park area was originally established in 1995 and was expanded upon in 2017. The Lake Petocka portion of the park area was established in 1977 when the State of Iowa obtained ownership of this land when Highway 65 was improved through Bondurant. The Lake Petocka area was transferred to the City of Bondurant in 2011 (the deed recorded in 2021).

A number of park improvements have occurred within the past five years at BRSC/Lake Petocka, including: the BRSC portion of the park was expanded by 24 acres in 2017 for soccer field use, a native plantings area was established in 2017, multiple soccer fields were created in 2019-2020 with the opening in 2021, and the baseball fields were improved in 2021.

The Lake Petocka portion of the park area will be home to a community dog park being constructed in 2022 as part of a separate community betterment project; the dog park will be constructed in coordination with the Bondurant-Farrar Community School District as part of the State's Rural Innovation Grant Program where high school students will help to design the proposed dog park amenities. The Lake Petocka portion of the park will also be home to a fishing pier/canoe launch; this project will be constructed in FY 2024 as part of a separate community betterment project. The City is also considering an offer from the adjacent land owner to purchase another 13 acres for future park expansion.

The 500+ existing and planned dwelling units within 3/4 mile of the BRSC/Lake Petocka area will be negatively impacted if this trail connection project does not move forward. According to DataUSA, the median age of Bondurant is only 31 years old; meaning that the community is kid-rich and that prioritization and implementation of trail connections, such as this one, is critical in ensuring children have continued safe access to area parks, trails, schools, and other community amenities.

There are no known environmental intrusions.

4. Describe how the proposed project implements statewide outdoor recreation priorities and goals as presented in the 2018 Iowa [Statewide Comprehensive Outdoor Recreation Plan](#) (SCORP). Include references to the specific priorities and goals (50 pts).

Implementation of this project is consistent with Goal 2 and Goal 3 of Priority 1 of the SCORP. Goal 2 reads: Increase Iowan's level of physical activity through participation in outdoor recreation activities. The Goal 2 section notes walking is the top physical activity reported by residents of Iowa. The project will help to provide a close-to-home trail connection for newer neighborhoods along Highway 65. The proposed trail will route south through the BRSC to connect to the paved trail loop around Lake Petocka. The trail link around Lake Petocka connects to the regional 27-mile long Chichaqua Valley Trail (CVT) system. The CVT connects to downtown Bondurant, area schools, and other community parks and amenities.

Goal 3 of Priority 1 reads: Link the benefits and potential opportunities of natural resources, parks, and outdoor recreation to economic development. This section of Goal 3 notes that close proximity to parks and trails increases individual and family physical activity levels. This section also notes that when considering a new home, buyers take into consideration access to greenspace and opportunities for their children to play and gather; this statement is relevant given the number of new dwellings near the park.

Implementation of this project is also consistent with Goal 1 of Priority 3. This goal notes: Increase collaboration and planning at the local level, utilizing data to manage land use restrictions vs. recreational needs, understand audiences, and meet quality of life goals. The City of Bondurant understands the importance of plan adoption and implementation to help plan for and react to the community's rapid growth. Between 1980 and 2020, Bondurant has experienced a 474% increase in population and this growth is expected to continue. Implementation of the proposed trail project is consistent with Objective 5.14 of the Bondurant Comprehensive Plan, which notes to connect new developments to the greater trail network.

5. What, if any, interrelationships with other federal, state, or local projects are there?

Implementation of this trail project is consistent with the following statement of the Des Moines Area Metropolitan Planning Organization's Mobilizing Tomorrow Plan: enhance a community's multimodal transportation options.

Implementation of this project is consistent with the following objectives of the 2012 Bondurant Comprehensive Plan:

- 5.11 - where possible, connect destination areas (schools, Main Street, parks, etc.) by the trail system.
- 5.12 - connect the trail system to the regional trail networks, especially the Chichaqua Valley Trail.
- 5.14 - connect new developments to the greater trail network.

Implementation of this project is consistent with Objective 5.4 of the 2022 Community Visioning Plan, which notes: construct a trail linking the new Park Side and Top Farms residential developments to the Lake Petocka/BRSC area via a paved trail and bridge connection over Santiago Creek.

Implementation of this project is consistent with the City of Bondurant's Urban Forest Management Plan guides for the City to increase its urban tree canopy by 3% over the next 30 years. Each year the City tracks the number of new trees planted in the community. This data helps the City stay focused on its goal of helping to facilitate the planting of 392 new trees planted on public or private land in Bondurant each year.

In 2022, the City of Bondurant is constructing an underpass approximately 1.5 miles south of the BRSC/Lake Petocka area at Grant Street/Highway 65. The underpass project complements the BRSC connection nicely to further enhance connectivity throughout the community, including both sides of state Highway 65 in Bondurant.

BUDGET SHEET

A budget must be included with your application along with a budget narrative of how the LWCF funds will be used, and sources of match funds for the entire project. Make sure to specifically identify what item(s) will be funded with LWCF grant funds. For multi-phased projects, only include budgetary information for the phase that the LWCF grant will be included in. **The budget table below along with your narrative are required.** An additional more detailed budget may be included as an attachment.

In general, federal funds cannot be utilized as match funds for an LWCF grant project. The only exception to this requirement is if the other federal program states in its rules that it can specifically be utilized as an eligible match for the LWCF program.

Narrative:

The requested LWCF money will be used to install the proposed 1,100' x 10' trail.

Budget Category	Quantity	Unit	Unit Price	Total Cost	Source of Funds
10'-wide paved trail	1,110' x 10'	PCC		\$105,000.00	LWCF & City of Bondurant
Excavation/grading				\$20,000.00	City of Bondurant
Fencing				\$7,500.00	City of Bondurant
Misc., including 20 trees and 2 benches				\$45,000.00	City of Bondurant
ELA (22%)				\$39,050.00	City of Bondurant
Total Project Costs				\$ 216,550.00	
LWCF Request				\$ 100,000.00	(no more than 50% of total cost)

The following are the assistance ceilings for communities:

Population of Area of Jurisdiction	LWCF Assistance (\$) Ceiling
0-1,000	\$50,000
1,001-5,000	\$75,000
5,001-10,000	\$100,000
10,001-25,000	\$125,000
25,001-50,000	\$150,000
50,001-75,000	\$175,000
over-75,000	\$200,000

GRANT PROJECT TIMELINE

Please reference the LWCF grant application and funding timeline in the grant guidelines section when considering project timelines and completing this form.

Provide a timeline estimate using the following form. Remember that the project is to be completed within two and a half years of the grant award date and project work (including match funded items) cannot begin until the grant agreement is in place. Any proposed changes, including extensions or modifications in the project timeline, must be requested in writing and approved in advance by the DNR.

PRELIMINARY TIMELINE ESTIMATE

TASK	Jul-Sep 2023	Oct- Dec 2023	Jan- Mar 2024	Apr- Jun 2024	Jul-Sep 2024	Oct- Dec 2024	Jan- Mar 2025	Apr- Jun 2025	Jul-Sep 2025	Oct- Dec 2025
Project Initiation	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
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	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Mobilization	☒	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Construction Phase	☐	☒	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
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	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Administrative Close-Out	☐	☐	☒	☐	☐	☐	☐	☐	☐	☐
Grand Opening	☐	☐	☐	☒	☐	☐	☐	☐	☐	☐

FEDERAL PROPOSAL DESCRIPTION AND ENVIRONMENTAL SCREENING FORM

The purpose of this Application and Revision Form (A&R) is to provide descriptive and environmental information about a variety of Land and Water Conservation Fund (LWCF) state assistance proposals submitted for National Park Service (NPS) review and decision. The completed A&R becomes part of the "federal administrative record" in accordance with the National Environmental Policy Act (NEPA) and its implementing regulations. The form captures administrative and descriptive details enabling the NPS to understand the proposal while also providing a resource for the States and/or project sponsors to use while the LWCF proposal is under development. Upon completion, the form will indicate the resources that could be impacted by the proposal enabling States and/or project sponsors to more accurately follow an appropriate pathway for NEPA analysis: 1) a recommendation for a Categorical Exclusion (CE), 2) production of an Environmental Assessment (EA), or 3) production of an Environmental Impact Statement (EIS). This form should also be used to document any previously conducted yet still viable environmental analysis if used for this federal proposal. The completed A&G form must be submitted as part of the State's LWCF proposal to NPS.

If needed, use a separate sheet for narrative descriptions and explanations, address each item and question in the order it is presented, and identify each response with its item number such as Section 1-A1, A2; Section 3-B1; Section 6-A1, A29; etc.

Section 1.0 New Project Grant Application

1. How was the cost estimate derived?

Greg Roth, City Engineer with Veenstra & Kimm, generated the cost estimate.

2. What assurances are there that the costs listed are reasonable?

Greg Roth, City Engineer with Veenstra & Kimm, generated the cost estimate based on projects that were recently bid with appropriate contingency, so the estimates should reflect current (and volatile) market conditions.

3. Describe any project elements or costs that will improve site resiliency and facility longevity, if any.

The projects includes trees, which help with stormwater control and pavement longevity. Additionally, the project includes solar powered charging benches, embracing the use of renewable energy.

Section 2.0 Site Based Project Grants

A. Sub-Recipient (Grant Applicant) Information (repeat if needed for Co-Applicants)

Sub-Recipient Agency Name: N/A

Sub-Recipient Contact Name: N/A

Address: N/A

Phone: N/A

Email: N/A

B. Public Benefits

1. Describe both short- and long-term outdoor recreation benefits that will be achieved as a result of this project.

The short term outdoor recreation benefit will be that a paved trail connection will exist from the northern boundary of the BRSC portion of the park south to the existing paved trail around Lake Petocka. Together this LWCF trail project and the City's separate Santiago Creek crossing trail project will establish a critical trail connection for residents of newer neighborhoods along the Highway 65 corridor. The long-term outdoor recreation benefits is that this trail connection will allow current and future families of the nearby neighborhoods the opportunity to safely access the BRSC/Lake Petocka area and other areas of Bondurant accessible by the CVT trail for the decades to follow.

2. Explain how this project fits as part of any other projects planned for this same site in the next three years.

The proposed trail project will complement the following proposed separate park improvement projects at the BRSC/Lake Petocka area, as families of the new neighborhoods will be able to utilize the LWCF trail to access such proposed improvements:

The existing paved Lake Petocka trail loop will be resurfaced in 2022 make the existing trail conditions safer and easier to enjoy.

A dog park will be constructed at the south boundary of the Lake Petocka area.

A fishing pier/canoe launch is proposed at Lake Petocka.

Educational signage is proposed at BRSC/Lake Petocka.

A sculpture loop around the existing paved trail around Lake Petocka is proposed. It is anticipated 1-2 sculptures could be installed each year for the next approximately 10 years.

Additionally, the City is considering a land purchase for the expansion of the facility.

3. Describe the process that led to the development of this proposal and how the public was involved.

This project is supported by the City's 2012 Comprehensive Plan, which aims to establish neighborhood connections to park and trail amenities. Extensive public outreach was involved as part of the Comprehensive Plan adoption process, including stakeholder interviews, surveys, and public open houses. More recently, this specific trail connection project was identified as an objective of the 2022 Community Visioning Plan, part of the City's effort to secure redesignation as an Iowa Great Place. The 2022 Community Visioning Plan was considered by City Council at a meeting open for the public to attend/provide comment. The 2022 Community Visioning Plan was also reviewed by the Bondurant Community Foundation to gain additional resident support.

Section 2.1 Acquisition and Combination Grants**A. Need**

1. Why is this acquisition (whether attained via purchase or donation) needed?

N/A - no acquisition.

2. Describe the existing resources and features of the site that make it desirable for public outdoor recreation.

No acquisition of property proposed as part of this grant. Area is a recreational sports complex. See info earlier in grant for details.

3. Explain how you envision this acquisition contributing to outdoor recreation in the long term.

N/A - no acquisition

B. Acquisition Schedule & Appraisal/Waiver Valuation Certification

Parcel Name: N/A - no acquisition

Parcel Size: N/A - no acquisition Parcel Value: N/A - no acquisition Anticipated Acquisition Date: N/A - no acquisition

☐ A State-certified Review Appraiser has reviewed the appraisal and has determined that it was prepared in conformity with the Uniform Appraisal Standards for Federal Land Acquisitions

C. Property Information

1. From whom is this property being purchased?

N/A - no acquisition

2. Are any buildings or structures being purchased along with the property?

☐ Yes ☒ No

If yes, describe what is planned for those structures and whether the grant funded project includes the value of those structures.

N/A - no acquisition

3. How will the site be made open and accessible for public outdoor recreation use (signage, entries, parking, site improvements, allowable activities, etc.)?

No acquisition of property proposed as part of this grant. Area is a recreational sports complex and park, open for public to use during park hours. Signage currently exists. See info earlier in grant for details.

4. When will access to the site for public outdoor recreation become available?

N/A - no acquisition

5. Describe development planned for the site(s) for the three (3) years following acquisition. As this will impact NHPA and NEPA compliance, focus on what you reasonably expect to accomplish.

No acquisition of property proposed as part of this grant. Area is a recreational sports complex and park. See info earlier in grant for details.

6. If development will be delayed by more than three years from grant close, explain why this acquisition is still a priority for grant funding at this time and what ability the public will have to use the site in the interim.

N/A - no acquisition

7. Is this acquisition an addition to an existing park or other recreation area?
If yes, how will it support and enhance that existing park?

☐ Yes ☒ No

N/A - no acquisition

D. Acquisition Approach

1. Is this property being acquired under threat of condemnation?
If yes, explain:

☐ Yes ☒ No

N/A - no acquisition

2. Was the property listed for public sale?

☐ Yes ☒ No

If yes, explain how the property owner was made aware of the grant sponsor interest in the property.

N/A - no acquisition

3. Does this project involve donated property?

☐ Yes ☒ No

If yes, include evidence that the seller was offered the fair market value of the property as just compensation and willingly chose to donate the property instead. (If the donation is subject to a waiver of retroactivity the evidence must pre-date the donation.)

N/A - no acquisition

Section 2.2 Development and Combination Grants

A. Grant Elements

1. What new facilities will be constructed as part of this project?

1,100' x 10'-wide paved concrete trail, 2 solar charging benches, and 20 trees.

2. What existing facilities will be renovated or replaced (specify which) as part of this project? Provide the age/original construction date of each facility that will be renovated or replaced.

N/A

3. What general site improvements (e.g. demolition, site preparation, landscaping, habitat improvements, etc.) will be completed as part of this project?

This project will include site preparation/grading, trail paving, installing 2 solar charging benches, and planting 20 trees.

4. What is the anticipated life span of the facilities that will be funded as part of this project?

The paved trail will have a lifespan of 20+ years. The solar charging benches are expected to have a lifespan of 5-10 years. The trees will grow for the decades to come so future residents and visitors of the park area can enjoy their beauty, shade, and wind block.

5. Does the project scope include facilities that also eligible for Dingell-Johnson or Wallop-Breaux Act funding (i.e., boat/fish access)? ☐ Yes ☒ No
6. Does this project involve the new development of a sheltered/enclosed swimming pool or ice-skating rink or the sheltering/enclosure of an existing outdoor pool or rink? ☐ Yes ☒ No
- i. Explain how it was determined that the site meets the cold climatic criteria described in the LWCF manual. Provide a copy of the cold climatic data used to make the eligibility determination with the application (see manual).

N/A

- ii. Explain the nature of the project - is this a new sheltered facility, or construction of the shelter only? If the pool or ice rink already exists, was it LWCF-funded? If yes, what year was it built and how much LWCF assistance was provided?

N/A

- iii. What is the total cost of the sheltered facility and what amount of grant funding will be spent on the actual shelter/enclosure structure itself (if any)?

N/A

- iv. Explain the significantly increased public use that will be made possible by the shelter/enclosure to justify the construction of such a facility.

N/A

B. Design Elements

1. How are access requirements under the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) being addressed in this project?

This project will establish a paved trail where no such paved trail or walking surface currently exists. The trail will be 10'-wide. The solar charging benches will be immediately adjacent to the paved trail with concrete (smooth) access to the trail.

Together this park trail project and the separate City of Bondurant Santiago Creek trail crossing project proposed for construction at the same time will provide for a non-street connection for residents of the Park Side neighborhood, the Top Farms neighborhood, and future neighborhoods to safely access the BRSC/Lake Petocka area. The proposed trail will connect to the existing paved trail system around Lake Petocka; this trail then ties into the regional CVT trail. The CVT trail then links to other community amenities and services such as the downtown area, schools, and other locations.

ADA slope requirements will be satisfied as part of the trail's design and construction.

2. What design elements are included that contribute to preserving environmental resources as part of ensuring a quality outdoor recreation experience for present and future generations?

Trees are being planted to help improve the environmental resources of the area and extend the life of the pavement. The trees will create shade and wind block for the current and future generations to enjoy.

Section 3.0 Site Information

A. Basic Information

1. Will this proposal create a new public park/recreation area where none previously existed?
If yes, explain.

☐ Yes ☒ No

N/A

2. If this is an existing LWCF site, has the park name changed since the last grant?
If yes, explain and confirm that you have met applicable federal insurance requirements.

☐ Yes ☒ No

N/A

3. Is this project located in a floodplain?
If yes, explain.

☒ Yes ☐ No

A sliver of the northern portion of the proposed trail will be located within FEMA's 100-year floodplain. This is the area of the park adjacent to Santiago Creek.

4. Is your site contiguous with or connected to any federally owned recreation area?
If yes, explain.

☐ Yes ☒ No

N/A

5. Is your site part of a larger management area, such as a greenway or regional recreation area?
If yes, explain.

☒ Yes ☐ No

The park boundaries in this area are comprised of two regional parks; the BRSC is the northern park area and Lake Petocka is the southern park area. The existing paved trail loop around Lake Petocka ties into the regional, 27-mile long Chichaqua Valley Trail. The proposed trail project as part of this grant application request will tie into the existing paved trail of Lake Petocka at Lake Petocka's northern boundary.

6. Describe the existing site conditions.

The location existing site conditions of the proposed trail area is currently undeveloped, publicly-owned parkland.

7. Explain why the site is suitable for the type of outdoor recreation proposal being submitted.

The proposed paved trail will be located within the existing public park. Together this LWCF trail project and the separate City of Bondurant trail project over the adjacent Santiago Creek will link newer neighborhoods of Bondurant south to the community's parks and trail system.

8. Does the site include any elements that visually detract from the outdoor recreation experience or that represent a potential public safety hazard? ☐ Yes ☒ No

If yes, explain and describe whether this project will help to address those concerns.

N/A

9. What is/will be the applicant's type of ownership and control of the property?

- ☒ Fee simple ownership. ☐ Less than fee simple. Explain what rights the applicant has and what agency holds the underlying fee simple ownership. ☐ Lease. Include a copy of the lease with the application.

B. Stewardship Consideration

1. Is this a multi-use site (i.e. school, reservoir, state forest, etc.)?

☒ Yes ☐ No

If yes, explain.

- i. How often will the public have recreation access to the site?

The site is owned by the City of Bondurant and used by the Bondurant Little League, Bondurant Soccer Club, and the Bondurant-Farrar Community School District.

- ii. What kinds of restrictions to public outdoor recreation will occur?

The trail can be used during park hours only (6:00 a.m. to 10:30 p.m. unless commuting on the trail.)

2. Who will manage and operate the site(s)?

The City of Bondurant owns this site and will manage and operate it.

3. Describe the nature of any rights-of-way, easements, reversionary interests, etc. within the proposed LWCF boundary area:

The City is unaware of any easements within the identified project area, which is city-owned land.

4. Are there any pre-existing or planned indoor facilities on site that would not themselves be eligible for LWCF grant funding? ☐ Yes ☒ No

If yes, describe and explain how/if the structure(s) support public outdoor recreation.

N/A

5. Is the proposed LWCF boundary the same as the boundary of the park/recreation area as it exists in its totality? ☐ Yes ☒ No

If yes, explain any area proposed for exclusion and why, and ensure it is clearly depicted on the proposed LWCF boundary map.

N/A as the LWCF boundary is limited to just the proposed trail area. The proposed LWCF boundary does not encompass the entire 80.747 acres of the BRSC and Lake Petocka Parks.

6. Are there any pre-existing or planned resource management practices (i.e. timber management, grazing, etc.)? ☐ Yes ☒ No

If yes, describe the nature of the practice, the anticipated duration, and how the practice supports outdoor recreation.

N/A

7. Are there any pre-existing or planned uses on site that are incompatible with LWCF requirements that should be excluded from the LWCF boundary? ☐ Yes ☒ No

If yes, describe the nature of the use and ensure it is clearly depicted on the proposed LWCF boundary map. Clarify whether the future intent is for the area to become subject to LWCF once the use is terminated, or if the intent is for the use to continue within the park in perpetuity.

N/A

C. Environmental Resources Survey

The tables below serves as a record of the environmental resources present at the site, whether the proposed action is likely to have a significantly negative impact on those resources, and whether further information is needed to determine the potential impact. Review the listed resources and identify any resources that may be significantly impacted by the action. **The Environmental Resources Survey should be completed with professional input from resource experts and in consultation with relevant local, state, tribal, and federal governments, as appropriate.**

Table 1 – For each resource indicate if positive impacts or negative impacts are anticipated to result from the action or if further information is needed to determine the potential impact. Consider both direct and indirect impacts associated with each resource. If the project will not have an impact on the identified resource, leave all boxes for that resource blank.

+: indicates positive impacts are anticipated to result from the action

-: indicates negative impacts are anticipated to result from the action

?: indicates further information is needed to determine the potential impact

Site Name: Bondurant Recreational Sports Complex Trail Connection

	How will the project affect the following resources?	+	-	?
1	Air quality	☒	☐	☐
2	Circulation and transportation	☒	☐	☐
3	Climate	☒	☐	☐
4	Contamination or hazardous materials even if remediated	☒	☐	☐
5	Endangered species: (listed or proposed threatened or endangered) including associated habitat	☒	☐	☐
6	Environmental justice: minority and low-income populations	☒	☐	☐
7	Geological resources: soils, bedrock, slopes, streambeds, landforms, etc.	☒	☐	☐
8	Historic or cultural resources	☒	☐	☐
9	Invasive species	☒	☐	☐
10	Land use plans or policies from other agencies including tribes	☒	☐	☐
11	Lightscares, especially night sky	☒	☐	☐
12	Migratory birds	☒	☐	☐
13	Recreation resources	☒	☐	☐
14	Socioeconomics: changes to tax base or competition with private sector	☒	☐	☐
15	Sound (noise impacts)	☒	☐	☐
16	Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc.	☒	☐	☐
17	Water quality and/or quantity	☒	☐	☐
18	Water: coastal barrier resources or coastal zones	☒	☐	☐
19	Water: marine and/or estuarine	☒	☐	☐
20	Water: stream flow characteristics	☒	☐	☐
21	Water: wetlands and floodplains	☒	☐	☐
22	Other important resources	☒	☐	☐
	Explain:			

Table 2 – This is a list of mandatory impact criteria that preclude the use of a categorical exclusion. If you answer “yes” or “?” for any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in table 1.

Site Name: Bondurant Recreational Sports Complex Trail Connection

	Will your proposal:	Y	N	?
1	Have significant negative impacts on public health or safety?	☐	☒	☐
2	Have significant negative impacts on unique natural resource or geographic characteristics such as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; national monuments; migratory birds; and other ecologically significant or critical areas?	☐	☒	☐
3	Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources?	☐	☒	☐
4	Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	☐	☒	☐
5	Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects?	☐	☒	☐
6	Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects?	☐	☒	☐
7	Have significant adverse effects on properties listed or eligible for listing in the National Register of Historic Places as determined by NPS?	☐	☒	☐
8	Have significant negative impacts to species listed, or proposed to be listed, on the List of Endangered or Threatened Species or have significant impacts on designated critical habitat for these species? Please utilize the USFWS IPaC Planning Tool for an initial assessment of potential impacts to federally listed endangered and threatened species and habitat if an environmental assessment has not been completed to date. Mitigation efforts may be considered to reduce or alleviate potential impacts.	☐	☒	☐
9	Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment?	☐	☒	☐
10	Have a disproportionately high and adverse effect on low income or minority populations (EO 12898)?	☐	☒	☐
11	Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites?	☐	☒	☐
12	Contribute to the introduction, continued existence, or spread of noxious weeds or nonnative invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species?	☐	☒	☐

1. Have there been any previous NEPA/SEPA documents that are relevant to this project or this specific site? ☐ Yes ☒ No

If yes, attach and summarize findings and include page number references below.

N/A

2. Explain any negative or unknown impacts identified in Table 1 of the Environmental Resources Survey, or any boxes marked "yes" in Table 2 (mandatory criteria).

N/A

3. How was the information identified in the tables derived and what sources of data were used to justify the impact selection?

City of Bondurant staff answered the tables to the best of their ability.

4. Who contributed to filling out the Environmental Resources Survey (include name, title, agency) and what qualifications do they have that provide the necessary resource expertise to determine impact significance?

Marketa Oliver, City Administrator, and Maggie Murray, Planning & Community Development Director

5. List all required federal, state, and local permits/approvals needed for the proposal and explain their purpose and status. Additional environmental and/or historical assessments, surveys, reports and/or permits may be required after further review of the grant project by Iowa DNR, NPS, the Iowa SHPO or other associated agencies.

If the DNR determines a floodplain permit is required prior to any work proposed within the 100-year floodplain, such permit will be obtained.

D. Cultural and Historic Resources Review

Have there been any previous cultural and/or historic resource surveys completed that included this site within the area of potential effect that was assessed?

- ☒ No - Describe any construction planned as a result of this project that will extend beyond the pre-existing disturbance area (including surface area and depth).
- ☐ Yes - Attach survey and summarize findings and include page number references below.

SECTION 106, ARCHAEOLOGICAL INITIAL DESKTOP REVIEW (ATTACH SEPARATELY)

State Historic Preservation Office (SHPO) review is required under Section 106 of the National Historic Preservation Act of 1966 for all projects/proposals. The following information is required in order for the Department and the National Park Service to make a recommendation to SHPO.

SHPO does not accept request for reviews directly from the Applicant. The request for SHPO review and concurrence must come from the authorizing agency, in this case, the National Park Service. If your project is selected for funding, the Department and National Park Service will use this information to send to the SHPO and tribal offices for review and concurrence.

LWCF Applicants must complete an initial desktop archaeological review and submit the recommendation with their LWCF application. If a Phase I or other archaeological survey has previously been completed for the project area, it will also need to be submitted with the grant application.

The Office of the State Archaeologist (OSA) offers free-of-charge initial desktop reviews of projects for LWCF grant applicants. Further recommended in depth reviews or surveys are on a fee-for-service basis. A list of professional archaeologists in Iowa can be found on the Association of Iowa Archaeologist website at <http://aiarchaeologist.org/membership-directory/>. OSA will recommend one of the following:

- A. That no further archaeological work is recommended.
- OR
- B. That a Phase I or other archaeological resource surveys are recommended.

For a desktop review with OSA, please contact Mr. John Doershuk at john-doershuk@uiowa.edu or 319-384-0751.

Enclosed are John Doershuk's comments.

The following information should be provided when requesting a desktop review:

- A. Project Description
Include a project description identifying purpose, acreage, and location. It should include enough detail to fully communicate the action, especially with regard to its potential effects on historic properties.
- B. Previous Known Studies
The applicant should include any previous known archaeological studies conducted at the project site.
- C. Area of Potential Effect (APE)
In accordance with 36 CFR 800.4(a) (1), the agency shall determine and document the APE. The APE is defined at 36 CFR 800.16(d) as "the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking." In order to sufficiently cover all aspects of the undertaking, APE should include access points and staging areas. If a known historic property is located in the APE, the entire property should be included in the APE.

REQUIRED PROJECT MAPS

Project maps are one of the most important components of the Project Proposal. The maps will be used for inspection years after the project has been completed. For this reason, accuracy is crucial. Send a legal description of the boundary with your maps. The State will submit the signed and dated project boundary map to the National Park Service for approval.

Required Maps - Include two original copies of each of the following:

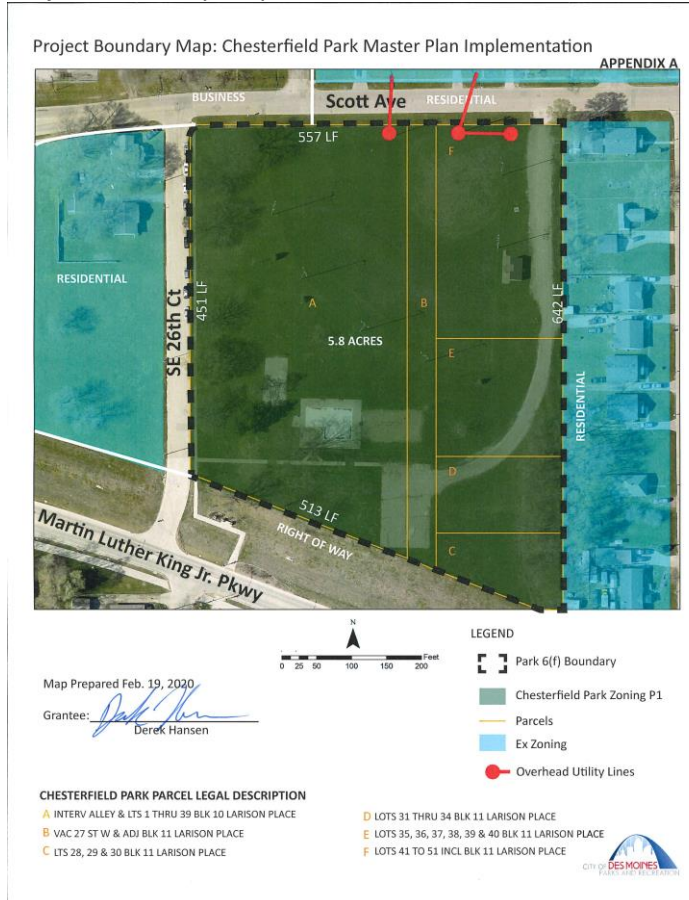
1. Dated Project Boundary Map
2. Legal Description Map outlining ownership and parcel data
3. Tract Map (acquisition projects only)
4. Site Development Map (development projects only)
5. City/County Map with project location

The following information is required to be included on the Dated Project Boundary Map, Tract Map and Site Development Map:

1. title of the project;
2. date of map preparation, certified by the grantee signature;
3. maps must be to scale, project boundary outlined, showing feet, acres, and directional arrow;
4. show planned development for project site, color code existing and planned development;
5. show all tracts to be purchased (acquisition projects only);
6. show existing roads (include names), overhead utility lines or other environmental intrusions;
7. show existing land use of land adjoining project site;

Example Maps: Urban Park

Project Boundary Map

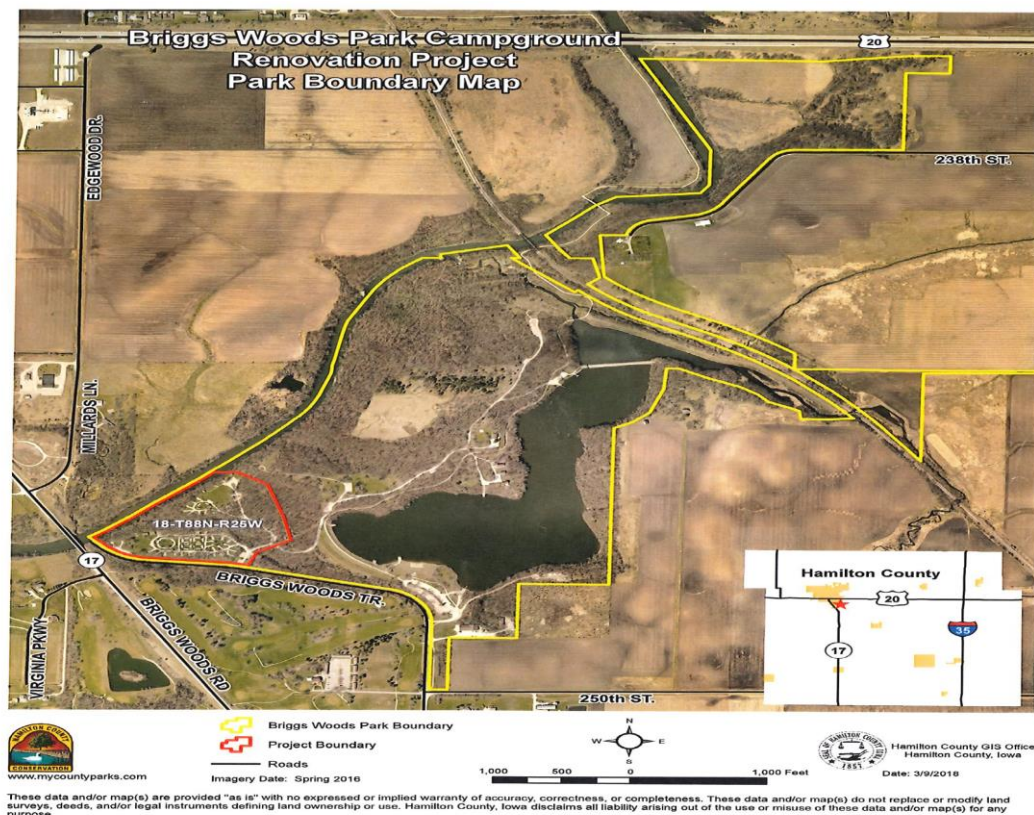


Site Development Map

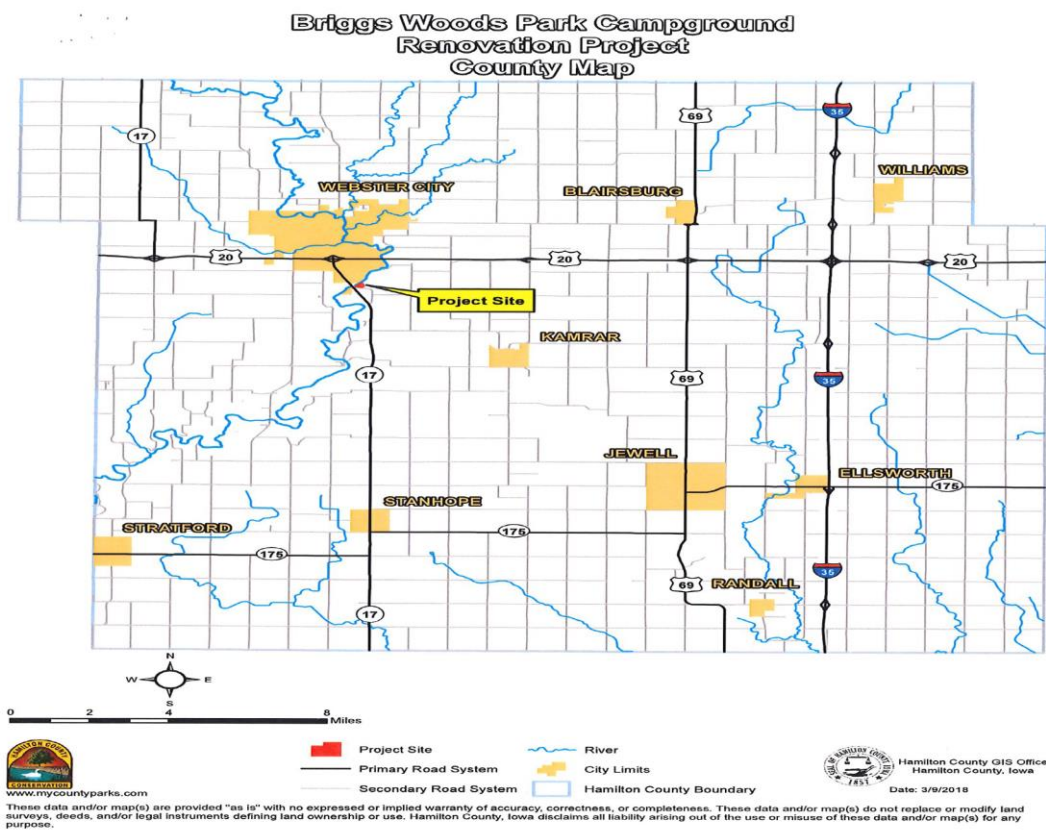


Example Maps: Rural Park

Project Boundary Map



Project Location Map



RESOLUTION ON ACQUISITION OR DEVELOPMENT FOR OUTDOOR RECREATIONCounty: Polk

WHEREAS, the City of Bondurant (City/County) is interested in acquiring lands or developing outdoor recreational facilities on the following described project for the enjoyment of the citizenry of

Site Name: BRSC and the State Iowa.

Site Address: 2050 Junior Haines Parkway

Project Title: Bondurant Recreational Sports Complex Trail Connection

Total Estimated Cost: \$ 216,550

Brief Description of Project:

Construct 1,100 feet of paved, 10-foot wide trail with 20 trees and 2 solar-powered charging benches. This project will start at the northern side of BRSC and route south to connect to the paved Lake Petocka trail. The project will connect on the north to the Park Side trail as part of a separate, City of Bondurant trail project being constructed at the same time.

AND, Land and Water Conservation Fund financial assistance is being sought for the acquisition or development of said outdoor recreational facilities,

NOW THEREFORE, be it resolved by the City Council that the project described above be authorized,

AND, be it further resolved that said City of Bondurant make application to the Iowa Department of Natural Resources to seek Land and Water Conservation Fund financial assistance from the National Park Service in the amount of 46 % of the actual cost of the project,

AND, be it further resolved that said City of Bondurant certifies to the following:

1. That it will accept the terms and conditions set forth in the NPS Grants-in-Aid Manual and which will be a part of the Project Agreement for any grant awarded under the attached proposal.
2. That it is in complete accord with the attached proposal and that it will carry out the acquisition and/or development in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the Iowa Department of Natural Resources.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of said trail for public outdoor recreational use.
4. That no financial assistance has been given or promised under any other federal program or activity with regard to the proposed project.
5. That it will not discriminate against any person on the basis of race, color, or natural origin in the use of any property or failure acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and of the regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.
6. That it will maintain adequate financial records on the proposed project to substantiate claims for cost-sharing.

THIS IS TO CERTIFY that the foregoing is a true and correct copy of a resolution duly and legally adopted by the

City Council for the City of Bondurant _____ at a legal meeting held on this 21st Day

of March, 20 22.

(signature)

Doug Elrod, Mayor

(title)

(signature)

Shelby Hagan, City Clerk

(title)

APPLICANT RISK ASSESSMENT QUESTIONNAIRE

2 CFR 200.331 of the Federal Code requires pass-through entities to conduct a risk assessment of each sub-recipient. Please complete and return this section as part of your grant application. If the answer to any question is not yes, please provide a brief explanation of your entity's process. If questions arise while completing the questionnaire please contact the DNR Department Auditor at 515-725-8208. *N/A since the City of Bondurant is not a sub-recipient.*

- A. Was an audit performed in the prior fiscal year? If so, please skip to question 21, provide your information and signature at the bottom of this form and provide a copy of your audit report with your application.
- B. If not, please answer all of the following questions and provide your information and signature at the bottom of the form.
1. Are the accounting records maintained on a current basis?
 2. Are bank accounts reconciled by an employee who does not sign checks, handle or record cash?
 3. Are reconciliations reviewed and approved by a person who is not responsible for receipts and disbursements?
 4. Are inventory counts verified by persons independent of those in charge of the inventory records?
 5. Are capital assets tested periodically by an individual having no responsibility for the assets?
 6. Are capital expenditures authorized by appropriate officials and the governing body?
 7. Is a physical inventory taken periodically (at least annually) and reconciled to detailed capital asset records?
 8. Is a list of receipts prepared by the mail opener?
 9. Is an independent reconciliation of recorded receipts to the initial listing performed?
 10. Is a restrictive endorsement placed on each incoming check upon receipt?
 11. Are responsibilities for the disbursement/expenditure approval function segregated from those for the voucher preparation and purchasing functions?
 12. Are responsibilities for reconciling disbursements/ expenditures with the check/warrant register segregated from those preparing the vouchers?
 13. Is final approval for payment made by a different individual than the check/warrant signer?

14. Are all disbursements/expenditures required to be supported by invoices or other documentation?
15. Does the person reviewing the claims have sufficient knowledge of federal and state grant requirements, laws and regulations to determine cost allowability?
16. Are supporting documents for claims effectively canceled at the time of approving the payment to prevent their reuse?
17. Are controls maintained over the supply of unused and voided checks/warrants?
18. Are salaries approved by the governing body for full-time and part-time employees?
19. Are time sheets used and approved by appropriate personnel?
20. Are financial reports reviewed and approved at appropriate levels of management?
21. Is management committed to providing proper stewardship for property acquired with federal awards?
22. Are accurate records maintained for all acquisitions and dispositions of property acquired with federal awards?
23. Is a physical inventory of equipment periodically taken and compared to property records?
24. Are procedures established to ensure the federal awarding agency is appropriately reimbursed for dispositions of property acquired with federal awards?
25. If requested, could a certification from the donor be obtained or other procedures be performed to identify whether matching contributions are from non-federal sources?
26. Have procedures been established to verify vendors providing goods and services under the award have not been suspended or debarred by the federal government?

Completed by: _____ Signature: _____

Title: _____ Date: _____

Phone Number: _____ Email: _____

MINORITY IMPACT STATEMENT

Pursuant to 2008 Iowa Acts, HF 2393, Iowa Code Section 8.11, all grant applications submitted to the State of Iowa which are due beginning January 1, 2009 shall include a Minority Impact Statement. This is the state's mechanism to require grant applicants to consider the potential impact of the grant project's proposed programs or policies on minority groups. **Please choose the statement(s) that pertains to this grant application. Complete all the information requested for the chosen statement(s).**

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **positive** impact on minority persons.
Describe the positive impact expected from this project

Indicate which group is impacted:

- | | |
|--|---|
| ☐ Women | ☐ Pacific Islanders |
| ☐ Persons with a Disability | ☐ American Indians |
| ☐ Blacks | ☐ Alaskan Native Americans |
| ☐ Latinos | ☐ Other |
| ☐ Asians | |

- ☐ The proposed grant project programs or policies could have a disproportionate or unique **negative** impact on minority persons.
Describe the negative impact expected from this project

Present the rationale for the existence of the proposed program or policy.

Provide evidence of consultation of representatives of the minority groups impacted.

Indicate which group is impacted:

- | | |
|--|---|
| ☐ Women | ☐ Pacific Islanders |
| ☐ Persons with a Disability | ☐ American Indians |
| ☐ Blacks | ☐ Alaskan Native Americans |
| ☐ Latinos | ☐ Other |
| ☐ Asians | |

- ☒ The proposed grant project programs or policies are **not expected to have** a disproportionate or unique impact on minority persons.

Present the rationale for determining no impact.

The paved trail will be within an existing public park area open for all users to enjoy

I hereby certify that the information on this form is complete and accurate, to the best of my knowledge:

Name: Maggie Murray **Title:** Planning & Community Development Director

Definitions

"Minority Persons", as defined in Iowa Code Section 8.11, mean individuals who are women, persons with a disability, Blacks, Latinos, Asians or Pacific Islanders, American Indians, and Alaskan Native Americans.

"Disability", as defined in Iowa Code Section 15.102, subsection 5, paragraph "b", subparagraph (1):

b. As used in this subsection:

- (1) "*Disability*" means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of the individual, a record of physical or mental impairment that substantially limits one or more of the major life activities of the individual, or being regarded as an individual with a physical or mental impairment that substantially limits one or more of the major life activities of the individual.

"*Disability*" does not include any of the following:

- (a) Homosexuality or bisexuality.
- (b) Transvestism, transsexualism, pedophilia, exhibitionism, voyeurism, gender identity disorders not resulting from physical impairments or other sexual behavior disorders.
- (c) Compulsive gambling, kleptomania, or pyromania.
- (d) Psychoactive substance abuse disorders resulting from current illegal use of drugs.

"State Agency", as defined in Iowa Code Section 8.11, means a department, board, bureau, commission, or other agency or authority of the State of Iowa.



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

Item No. 5.n.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving the Construction Services Agreement with Veenstra & Kimm, Inc. for the Hwy 65 Pedestrian Underpass Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This contract is for the construction phase services needed for the Hwy 65 pedestrian underpass project. Since this is a Federal Highway funded project, this requires resident observation onsite every day of construction as well as documentation of every aspect of the project.

City staff does not have the time or ability to perform this work in house and this has always been apart of the budget for this project since design began many years ago. This contract with the City's engineering firm as well as the design engineer for the project will be handling the day-to-day construction observation work for the project.

FUNDING SOURCE: Capital Project Funding/Grant Funding

STAFF RECOMMENDATION: Staff would recommend approval of the Professional Services Agreement to Veenstra & Kim in a not to exceed amount of \$149,250 for the design of this project.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-79
2. V&K Construction Services Agreement

CITY OF BONDURANT
RESOLUTION NO. 220321-79

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT TO
VEENSTRA & KIMM, INC. FOR THE CONSTRUCTION SERVICES AGREEMENT
FOR THE HWY 65/HUBBELL AVE. PEDESTRIAN UNDERPASS PROJECT NOT TO
EXCEED \$149,250.00

WHEREAS, on March 14th, 2022, the City of Bondurant received the professional services agreement for the HWY 65/Hubbell Ave. Pedestrian Underpass Project; AND

WHEREAS, the City of Bondurant accepts the proposal of the work as follows:

Project Scope: It is understood and agreed that the Project shall consist of the design of the following improvements.

A. CONSTRUCTION ADMINISTRATION

1. Preconstruction Conference - The **ENGINEER** shall attend a preconstruction conference for each Project construction contract with the Contractor, the DOT and **CITY** to review the contract requirements, details of construction, utility, conflicts, and work schedule.

Design Engineers Site Observation - The **ENGINEER'S design engineers** shall make periodic visits to the construction site at intervals appropriate to the stage of construction or as otherwise agreed by the **CITY** and the **ENGINEER** in writing to (a) observe the progress, (b) review the quality of the work, and (c) determine if the work conforms to the drawings and specifications in the construction contract. Geotechnical and structural review shall be provided as needed during construction. The design engineers shall visit the project site during the duration of construction with an average of once per week.

2. Contractor Payment Request - The **ENGINEER** shall review the requests of the Contractor for progress payments and shall approve a request based upon site observations, which authorizes payments and is a declaration that the Contractor's work has progressed to the point indicated.
3. Shop Drawings - The **ENGINEER** shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract. The **ENGINEER** shall review and verify that

materials incorporated into the Project have the required certifications, tests and/or approvals, and that said materials conform to the requirements of the Contract Documents.

4. Change Orders - The **ENGINEER** shall negotiate and prepare change orders for approval by the CITY prior to starting the work.

5. Substantially Complete and Final Site Observation - The **ENGINEER** shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment.

6. Final Inspection & Punch List, Final Acceptance - The **ENGINEER** shall coordinate a final walk-thru and prepare a punch list of items to be completed. Based on such a walk-thru, the **ENGINEER** shall make a recommendation to the **CITY** regarding final payment. It is understood that the CITY will accept the Project only after recommendation by the **ENGINEER**.

7. **ENGINEER** shall provide as-constructed drawings reflecting the actual construction.

B. CONSTRUCTION OBSERVATION

The items below are the major tasks to complete the construction observation services and are not intended to include all ancillary items of work required. The **ENGINEER** shall be responsible to complete construction observation necessary to verify that the project is constructed in accordance with the Contract Documents and to assist the **CITY** in a project audit by the Iowa DOT. The work tasks to be performed by the **ENGINEER** shall include:

1. The **ENGINEER** shall cause its personnel to be on site daily and at intervals appropriate to the stage of construction, or as otherwise agreed by the **CITY** and **ENGINEER** in writing, to provide field observation to ascertain the progress and quality of the work complete and to determine if the work is being performed in accordance with the Contract Documents. However, the **ENGINEER** shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work when the

CITY concurs in writing that the controlling type of work being performed does not warrant it. Construction observation services do not include the responsibility for construction means, controls, techniques, sequences, procedures, or safety.

2. The **ENGINEER** shall keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction. Daily Construction Logs shall be provided by the **ENGINEER** to the **CITY** (upon request). The daily construction report shall include Construction Observer's name, project information, date, report number, weather conditions, activity inspected, bid quantity completed, and inspector's signature.
3. If the Contractor requires a waiver of any provisions of the plans and specifications, the **ENGINEER** shall make a recommendation regarding the request to the **CITY** for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The **CITY** shall never be deemed to have authorized the **ENGINEER** to consent to the use of defective workmanship or materials.
4. The **ENGINEER** shall coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory.

WHEREAS, the City Council approves the contract for the Hwy 65/Hubbell Ave. Pedestrian Underpass Project; AND

WHEREAS, payments are to be made to Veenstra & Kimm, Inc. in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the professional services agreement with Veenstra & Kimm, Inc. for the Hwy 65/Hubbell Ave. Pedestrian Underpass Project is hereby approved.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA US 65/HUBBELL AVENUE PEDESTRIAN UNDERPASS (CONSTRUCTION SERVICES)

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**,

WITNESSETH: THAT WHEREAS, the City anticipate the development of the pedestrian underpass of US 65/Hubbell Avenue near Grant Street, and

WHEREAS, this project is funded predominantly by State of Iowa or Federal funds, and

WHEREAS, the City has determined that the services and requirements of the construction contract will require the Engineer's assistance, and

WHEREAS, the City's budget has accounted for these services to be provided by the Engineers, and

WHEREAS, the Project is slated for a bid letting through the Iowa Department of Transportation in April of 2022, and

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

1. **PROJECT SCOPE.** It is understood and agreed the services shall consist of the following:

A. **CONSTRUCTION ADMINISTRATION**

1. **Preconstruction Conference** – The **ENGINEER** shall attend a preconstruction conference for each Project construction contract with the Contractor, the DOT and **CITY** to review the contract requirements, details of construction, utility, conflicts and work schedule.
2. **Design Engineers Site Observation** – The **ENGINEER'S design engineers** shall make periodic visits to the construction site at intervals appropriate to the stage of construction or as otherwise agreed by the **CITY** and the **ENGINEER** in writing to (a) observe the progress, (b) review the quality of the work, and (c) determine if the work conforms to the drawings and specifications in the construction contract. Geotechnical and structural review shall be provided

as needed during construction. The design engineers shall visit the project site during the duration of construction with an average of once per week.

3. Contractor Payment Request – The **ENGINEER** shall review the requests of the Contractor for progress payments and shall approve a request based upon site observations, which authorizes payments and is a declaration that the Contractor's work has progressed to the point indicated.
4. Shop Drawings – The **ENGINEER** shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract. The **ENGINEER** shall review and verify that materials incorporated into the Project have the required certifications, tests and/or approvals, and that said materials conform to the requirements of the Contract Documents.
5. Change Orders – The **ENGINEER** shall negotiate and prepare change orders for approval by the **CITY** prior to starting the work.
6. Substantially Complete and Final Site Observation – The **ENGINEER** shall perform a site observation to determine if the Project is substantially complete according to the plans and specifications and make recommendation on final payment.
7. Final Inspection & Punch List, Final Acceptance – The **ENGINEER** shall coordinate a final walk-thru and prepare a punch list of items to be completed. Based on such a walk-thru, the **ENGINEER** shall make a recommendation to the **CITY** regarding final payment. It is understood that the **CITY** will accept the Project only after recommendation by the **ENGINEER**.
8. **ENGINEER** shall provide as-constructed drawings reflecting the actual construction.

B. CONSTRUCTION OBSERVATION

The items below are the major tasks to complete the construction observation services and are not intended to include all ancillary items of work required. The **ENGINEER** shall be responsible to complete construction observation necessary to verify that the project is constructed in accordance with the Contract Documents and to assist the **CITY** in a project audit by the Iowa DOT. The work tasks to be performed by the **ENGINEER** shall include:

1. The **ENGINEER** shall cause its personnel to be on site daily and at intervals appropriate to the stage of construction, or as otherwise agreed by the **CITY** and **ENGINEER** in writing, to provide field observation to ascertain the progress and quality of the work complete and to determine if the work is

being performed in accordance with the Contract Documents. However, the **ENGINEER** shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work when the **CITY** concurs in writing that the controlling type of work being performed does not warrant it. Construction observation services do not include the responsibility for construction means, controls, techniques, sequences, procedures or safety.

2. The **ENGINEER** shall keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction. Daily Construction Logs shall be provided by the **ENGINEER** to the **CITY** (upon request). The daily construction report shall include: Construction Observer's name, project information, date, report number, weather conditions, activity inspected, bid quantity completed, and inspectors signature.
3. If the Contractor requires a waiver of any provisions of the plans and specifications, the **ENGINEER** shall make a recommendation regarding the request to the **CITY** for its determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The **CITY** shall never be deemed to have authorized the **ENGINEER** to consent to the use of defective workmanship or materials.
4. The **ENGINEER** shall coordinate the acceptance testing and monitoring according to the specifications including the services provided by an independent testing laboratory.

Notification of Nonconformance. Based on on-site observations as a design professional, the **ENGINEER** shall keep the **CITY** informed of the progress and quality of the work. The **ENGINEER** shall notify the **CITY** of any work which is believed to be unsatisfactory, faulty, defective, incomplete or does not conform to the Contract Documents. The **ENGINEER** shall advise the **CITY** and recommend the action(s) required to correct or complete such unsatisfactory, faulty, defective or incomplete work and verify that the recommendations are implemented by the Contractor. The **CITY** and **ENGINEER** will keep the Iowa DOT informed as to progress and work with the DOT on details of the Project during construction.

2. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report may be submitted every thirty (30) days if requested. Such progress reports shall be in a form suitable for use by the City as an informational item.
3. **RESPONSIBILITY OF THE CITY.** Unless stated otherwise, the City shall furnish the following information: design and construction standards, zoning or deed restrictions, and permission for access to private property to perform work, timely decisions

regarding the construction of the project when needed, timely review and approval as appropriate of shop drawings, change orders, pay requests and other items as required.

4. **COMPLETION.** The construction for the Project shall be completed by November 22, 2022, by contract and is not under the control of the **ENGINEER**. If the project should go beyond this contract period, additional compensation shall be due to the **ENGINEER** based on standard hourly rates
5. **COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as follows:
 - a. The fee for services under Sections 1 through Section 4 as defined above in this agreement shall be based on the Engineers standard hourly fees with a maximum not to exceed fee of One Hundred Forty-Nine Thousand Two Fifty Hundred Dollars (\$149,250).
6. **INSURANCE.** The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

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

*Occurrence/Aggregate

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

***Claims made basis

7. **ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions in the existing plant.
8. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the

City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization.

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

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

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

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

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

CITY OF BONDURANT, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By 
Gregory J. Roth

By 
Patty Jass



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

Item No. 5.o.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Ryan Companies US, Inc., Including Annual Appropriation Tax Increment Payments

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Attached is a resolution to set the date of a public hearing on a development agreement with Ryan Companies for a project in the Shiloh Rose Business Park. The project has been amended into the City's Urban Renewal Plan and a public hearing on the plan is scheduled for March 21, 2022. A consultation meeting was held with Polk County and the Bondurant-Farrar Community School District on the plan amendment on March 4, 2022. No comments were received.

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-80

CITY OF BONDURANT
RESOLUTION NO. 220321-80

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Ryan Companies US, Inc., Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Bondurant, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Bondurant Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Ryan Companies US, Inc. (the “Company”) in connection with the construction of a warehouse and distribution facility in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$1,500,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. This Council shall meet on April 4, 2022, at six o'clock p.m., at the Bondurant City Center, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT
AGREEMENT WITH RYAN COMPANIES US, INC. AND
AUTHORIZATION OF ANNUAL APPROPRIATION TAX INCREMENT
PAYMENTS

The City Council of the City of Bondurant, Iowa, will meet at the Bondurant City Center, on April 4, 2022, at six o'clock p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Ryan Companies US, Inc. (the "Company") in connection with the construction of a warehouse and distribution facility in the Bondurant Urban Renewal Area. The Development Agreement provides for certain financial incentives in the form of annual appropriation incremental property tax payments to the Company in a total amount not exceeding \$1,500,000, as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make annual appropriation incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Bondurant Urban Renewal Area. Payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Bondurant, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Shelby Hagan
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved March 21, 2022.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

SS:

I, the undersigned, City Clerk of the City of Bondurant, Iowa hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.



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

Item No. 5.p.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving the MidAmerican Gas and Regulator Station Easement on City-owned land at 104 15th Street, SE

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: In November 2020 the Bondurant City Council approved a resolution of intent to enter into an easement agreement with MidAmerican Energy Company for a proposed gas regulator station on city-owned land at 104 15th Street SE. This parcel at 104 15th Street SE is highlighted in red below.



MidAmerican has since constructed this gas regulator station as planned and is requesting the attached easement document be approved by Council. MidAmerican has paid the required \$466.45 fee to establish the easement. MidAmerican has also complied with the City's request that the company shall install opaque fencing to enclose the gas regulator station. After the attached resolution is approved, MidAmerican will record the easement.

FUNDING SOURCE: This is a revenue.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-81
2. Easement

CITY OF BONDURANT
RESOLUTION NO. 220321-81

RESOLUTION APPROVING MIDAMERICAN GAS AND REGULATOR STATION
EASEMENT ON CITY-OWNED PROPERTY AT 104 15TH STREET, SE

WHEREAS, in November 2020, the Bondurant City Council approved a resolution of intent to enter into an easement agreement with MidAmerican Energy Company regarding their proposed gas and regulator station easement on city-owned property at 104 15th Street, SE; AND

WHEREAS, MidAmerican Energy Company has constructed their gas and regulator station in accordance with the payment and screening requirement as specified in the November 2020 resolution of intent; AND

WHEREAS, City Staff has reviewed the attached easement document and has found it to be in order.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the MidAmerican Energy Company Gas and Regulator Station Easement is hereby approved.

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Prepared by and return to: Aaron O'Boyle 515-281-2579 MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657
--

**MIDAMERICAN ENERGY COMPANY
GAS AND REGULATOR STATION EASEMENT**

Folder No.	<u>9637</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2836856</u>	County of	<u>Polk</u>	
Project No.	<u>A5651</u>	Section	<u>31</u>	
		Township	<u>80</u>	North
		Range	<u>22</u>	West of the 5 th P.M.

1. For and in consideration of the sum of One and no/100-----Dollar (\$1.00), and other valuable consideration, in hand paid by MIDAMERICAN ENERGY COMPANY, an Iowa corporation, receipt of which is hereby acknowledged, the undersigned owner(s) **City of Bondurant, Iowa**, its successors and assigns ("Grantor"), does hereby grant to MIDAMERICAN ENERGY COMPANY, its successors and assigns ("Grantee"), a perpetual, exclusive easement to construct, attach, reconstruct, operate, maintain, replace or remove line(s) and facilities for the transportation of natural gas, including but not limited, regulators, meters, valves, blow-offs, pipe fittings, fencing, protective post barriers, support brackets, piping, line markers and other reasonably necessary above or below ground equipment incident thereto (collectively "Facilities") under, upon, and on the surface of the ground, through and across certain property described below, together with the right of ingress and egress to and from the same, and all the rights and privileges incident and necessary to the enjoyment of this easement ("Easement Area").

DESCRIPTION OF PROPERTY CONTAINING EASEMENT AREA:

Lot B in Clarence Oleson Vista Estates Plat 1, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

EASEMENT AREA:

A gas and gas regulator station described as follows:

Said easement area is generally depicted on Exhibit "A", attached hereto and made a part hereof.

2. Additionally, Grantee shall have the right to remove from the Easement Area described above, any obstructions, including but not limited to, trees, plants undergrowth, buildings, fences, and structures that interfere with the proper maintenance of said Facilities and equipment.

3. Grantor agrees that it will not construct or place any permanent or temporary buildings, structures, fences, trees, plants, or other objects on the Easement Area described above, or make any changes in ground elevation without written permission from Grantee indicating that said construction or ground elevation changes will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's right to operate and maintain its Facilities.

4. In consideration of such grant, Grantee agrees that it will repair or pay for any damage which may be caused to crops, fences, or other property, real or personal, of the Grantor by the construction, reconstruction, maintenance, operation, replacement or removal of the Facilities (except for damage to property placed subsequent to the granting of this easement) that Grantee determines interferes with the operation and maintenance of the Facilities and associated equipment. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.

5. Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

6. Each of the provisions of this easement shall be enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVE ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

7. Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, voluntarily gives up any right to this protection for this property with respect to claims based upon this easement.

8. Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this easement.

(Acknowledgments on following page)

Dated this ____ day of _____, 2022

City of Bondurant, Iowa

Signed: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2022,

by _____ as _____ of the City of
Bondurant

Signature of Notary Public

EXHIBIT 'A'
**GAS REGULATOR
EASEMENT**

104 15TH ST SE
BONDURANT, IA 50035

PREPARED FOR:
MIDAMERICAN ENERGY COMPANY

PROPERTY OWNERS:
CITY OF BONDURANT
200 2ND ST NE BOX 37
BONDURANT, IA 50035

LEGAL DESCRIPTION: PROPERTY WARRANTY DEED BOOK 10210 PAGE 90
LOT B IN CLARENCE OLESON VISTA ESTATES PLAT I, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A
PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA

LEGAL DESCRIPTION: GAS REGULATOR EASEMENT

A GAS REGULATOR AND EASEMENT IN LOT B IN CLARENCE OLESON VISTA ESTATES PLAT I, AN OFFICIAL
PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA THAT IS
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NE CORNER OF SAID LOT B; THENCE N78°42'26"W, 113.65
FEET ALONG THE NORTH LINE OF SAID LOT B TO A POINT; THENCE S13°17'34"W, 10.00 FEET TO THE POINT OF
BEGINNING ON THE SOUTH SIDE OF AN EXISTING 10.00 FEET WIDE PUBLIC UTILITY EASEMENT(P.U.E.); THENCE
S36°05'16"W, 16.76 FEET TO A POINT; THENCE N52°14'55"W, 12.60 FEET TO A POINT; THENCE N36°05'16"E, 11.10
FEET TO A POINT ON THE SAID SOUTH SIDE OF EXISTING P.U.E.; THENCE S76°42'26"E, 13.67 FEET ALONG SAID
SOUTH SIDE OF EXISTING P.U.E TO THE POINT OF BEGINNING.

LEGEND

	EASEMENT LINES
	LOT LINES
	EASEMENT LINES
	FOUND PROPERTY CORNER
	SET 5/8" I.R. W/ORANGE CAP #12265
I.P.	IRON PIPE
I.R.	IRON ROD
P.O.B. / P.O.R.	POINT OF BEGINNING / POINT OF REFERENCE
M.	MEASURED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
	ADDRESS



Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

DATE: DEC. 02, 2021
DESIGNED BY: JDS
DRAWN BY: PJS

SHEET

1

OF 3

57235

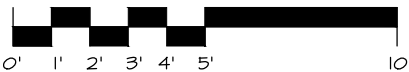
Q:\S-FILES\S-7200\S7235\ C3D Drawings\Exhibit\S7235-EXHIBIT.dwg, 12/2/2021 7:58:31 AM, jsmith, 1:1



Civil Engineering Consultants, Inc.

2400 86th Street . Unit 12 . Des Moines, Iowa 50322
515.276.4884 . Fax: 515.276.7084 . mail@ceclac.com

SCALE: 1"=5'



NORTH



SHEET

3

OF 3

S7235

DATE: DEC. 02, 2021
DESIGNED BY: JDS
DRAWN BY: PJS



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

Item No. 5.q.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving the Amendment to the Real Estate Purchase Agreement for Parcels 230/00455-008-000; 230/00455-009-000; and 230/00455-000-000

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The attached resolution extends the closing date to April 15, 2022. The original closing date was March 15, 2022. Additional time is needed for updating the abstract and other real estate requirements.

FUNDING SOURCE: Bond

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-85
2. 22.02.02 Amendment to Purchase Agreement Knuth

CITY OF BONDURANT
RESOLUTION NO. 220321-85

A RESOLUTION APPROVING AMENDMENT TO REAL ESTATE PURCHASE
AGREEMENT FOR PARCELS 230/00455-008-000; 230/00455-009-000; 230/00455-
000-000, AUTHORIZING PAYMENT FOR THE ACQUISITION OF PROPERTY
INTERESTS AND AUTHORIZING THE TAKING OF NECESSARY STEPS FOR THE
CLOSING OF THE PROPERTY ACQUISITION TRANSACTIONS

WHEREAS, the City of Bondurant is in the process of the design of upgrades to various city infrastructure, including streets, intersections, and city facilities; and

WHEREAS, the City recognizes that adequate and improved infrastructure is critical to economic development efforts; and

WHEREAS, City staff at the request of Council has made certain offers for the acquisition of real property interests with those offers being accepted by the respective property owners; and

WHEREAS, the original closing date was no later than March 15, 2022; and

WHEREAS, the City has completed its due diligence by additional time is needed for closing related to abstracting and other real estate requirements.

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

1. The City approves the attached amendment to the real estate purchase agreement for parcels 230/00455-008-000; 230/00455-009-000; and 230/00455-000-000; and

2. The Mayor, City Administrator, and City Attorney acting on behalf of the City are authorized to undertake such steps as are necessary to close the appropriate transactions including the authorization for payment of any costs associated with the closing of transactions.

Passed this 21st day of March 2022

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

**AMENDMENT TO
REAL ESTATE PURCHASE AGREEMENT**

THIS AMENDMENT TO THE REAL ESTATE PURCHASE AGREEMENT (the “Amendment”) is made and entered into on the ___ day of February, 2022 by and between the City of Bondurant, Iowa, whose address for the purposes of this Agreement is 200 2nd Street NE Box 37, Bondurant, IA 50035 (hereafter referred to as the “Buyer” or “City”), and Alan and Debbie Knuth, whose address for the purposes of this Agreement is 7525 NE 80TH ST Bondurant, IA 50035 (hereafter referred to as the “Sellers”).

WHEREAS, the Parties entered into a Real Estate Purchase Agreement dated December 6, 2021(the “Agreement”), wherein the Sellers agreed to sell the following legally described properties to the City upon the terms and conditions of the Agreement:

- A. District/Parcel 230/00455-008-000, locally known as 7525 NE 80th Street, with a tentative legal description of

BEG 1103.59F S OF NW COR THN E 400F S TO N LN OP
SW 1/4 NW 1/4 W TO W LN N TO POB W 1/2 NW 1/4
LESS RD SEC 32-80-22; AND -EX W 283F S160F
N1620F- BEG 1103.59F S OF NW COR OF SEC THN E400F
S1210.1F W400F N1207.91F TO POB LT 1 LESS RD OP
SW 1/4 NW 1/4 SEC 32-80-22

- B. District/Parcel 230/00455-009-000, with a tentative legal description of:

-EX E 1/6 N 60A W 1/2 NW 1/4 OF SEC & BEG
1103.59F S OF NW COR THN E 400F S TO S LN W TO W
LN N TO POB- NW 1/4 NW 1/4 LYG SELY OF HWY SEC
32-80-22; AND -EX E 1/6 N 60A OF W 1/2 NW 1/4 OF
SEC & W 400F & S 10A LT 2- LTS 1 & 2 OP SW 1/4 NW
1/4 SEC 32-80-22

- C. District/Parcel 230/00455-000-000, with a tentative legal description of:

E 250F W 283F S 160F N 1620F N 70A W 1/2 OF SEC
LT 1 OP SW 1/4 NW 1/4 SEC 32-80-22

Subject only to easements, restrictions and covenants of record (collectively referred to as the “Property”);

WHEREAS, the Parties have agreed to extend the timelines set forth in such Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants given each to the other, the parties hereby acknowledge the following:

1. Section 6 of the Agreement is amended to provide for the Appraisal Contingency through February 28, 2022.

2. Section 8 of the Agreement is amended to allow for the Acquisition Study through February 28, 2022.

3. Section 10 of the Agreement is amended to extend the Closing Date to no later than April 15, 2022.

4. All other terms of the Agreement shall remain effective and enforceable as written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Sellers

By: _____

Alan C. Knuth

Date: _____

By: _____

Debbie J. Knuth

Date: _____

Buyer

City of Bondurant

By: _____

Curt Sullivan

Its: Mayor

Date: _____



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

Item No. 5.r.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution approving professional services agreements with OPN Architects, Bolton & Menk, and Impact 7G in the amount totaling \$19,000 for work associated with the Grain Elevator Facility Assessment

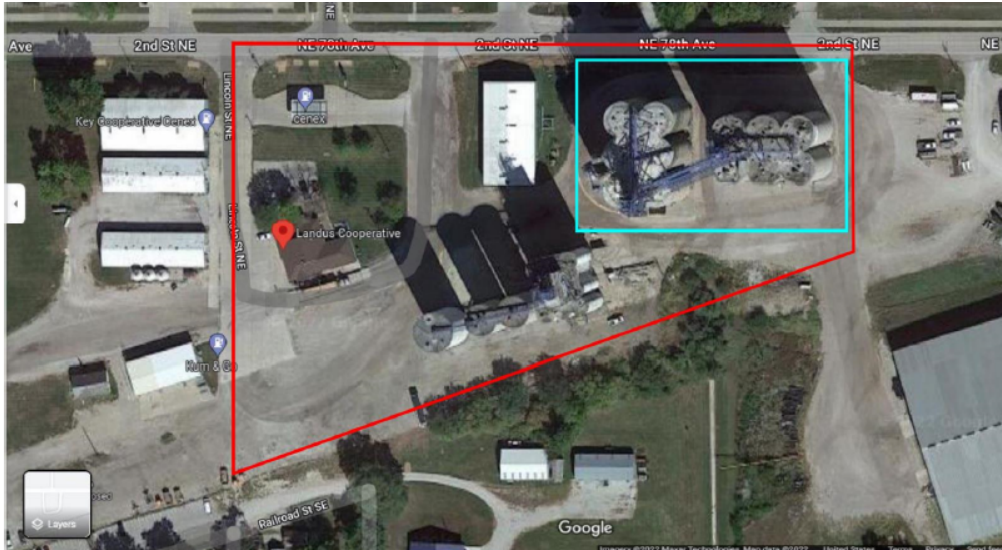
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Approval of the attached resolution is consistent with Objective 1.5 of the 2022 Community Visioning Plan, which notes the following: conduct a grain elevator reuse feasibility study to evaluate the existing site conditions and the potential for a reuse project to make this area a unique destination for residents and visitors.

The attached resolution approves 3 professional services agreements - OPN Architects, Bolton & Menk, and Impact7G. Together these three professional service agreements total \$19,000. Below is a brief description of each professional services agreement.

- Professional services agreement between the City of Bondurant and OPN Architects in the amount of \$16,000 plus additional services or reimbursable expenses if necessary. The intent of this assessment is to determine the readiness and feasibility of re-use of the grain elevator structures for alternative purposes. The assessment will focus on the condition of the two groups of elevators at the northeast portion of the site, their physical condition, the condition of the structure and supporting infrastructure systems, and the site area adjacent to these structures. The final deliverable will include existing site imagery, supporting diagrams or information, and narrative assessments and observations in report format.



*Red is the full site

*Cyan indicates the focus area.

- Professional services agreement between the City of Bondurant and Bolton & Menk in the amount of \$2,000. Bolton & Menk will prepare an existing utility assessment as detailed in their agreement.
- Professional services agreement between the City of Bondurant and Impact7G in the amount of \$1,000. Impact7G will prepare a contaminated sites review and summary memo as detailed in their agreement.

The scope of work will take 6-8 weeks. The purpose of this initial assessment is to determine the condition of the elevators and if reuse is possible. Similar to how the City of Bondurant collects preliminary site information for potential certified site development areas, this feasibility assessment can be viewed as a data collection tool that could be useful for potential developers of this Landus redevelopment area. This grain elevator location is zoned as being within the City's Central Business (C-4) District.

Should the City determine that reuse of the structures is desirable after this initial assessment process has been completed, OPN Architects will provide a proposal for services to develop a concept for how the structures might be developed to support the City's efforts in raising awareness and funds for the potential future project. The future proposal could include conceptual imagery and a summary of potential tax credit eligibility; this information is not proposed at this current time as the conditions of the structures must first be analyzed.

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 6.a.
For Meeting of 3/21/2022
Presentation

TITLE: Des Moines Water Works presentation regarding Regional Water Planning

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 7.a.
For Meeting of 3/21/2022
Public Hearing

TITLE: Public Hearing for Contract Award for Ditch 2 Stream Resoration/Ditch Stabilization Project

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Public Hearing Notice

NOTICE OF PUBLIC HEARING
AWARD OF CONTRACT

CITY OF BONDURANT – DITCH 2 RESTORATION

Notice is hereby given that a public hearing will be held by the City of Bondurant, Iowa on the proposed contract documents (plans, specifications, and form of contract and estimated cost for the Ditch 2 Restoration – Bid Package #1 and Bid alternate #1 project at its **meeting at 6 P.M. on March 21st, 2022**, at Bondurant City Hall, 200 2nd Street NE, Bondurant Iowa.

Action will also be taken to award contract to successful bidder at the same meeting of the City of Bondurant **at 6 P.M. on March 21st, 2022**, at Bondurant City Hall, 200 2nd Street NE, Bondurant Iowa.

Sealed proposals were opened at public bid opening March 7th, 2022, at 2 PM CT, and bids tabulated immediately after 2 PM CT. on the same day, in the Clerk's Office for consideration by the City of Bondurant at its regular City Council Meeting on March 21, 2022. Work on the improvement shall be commenced within 10 days of receiving Notice to Proceed and be completed as stated below.

General Nature of the Public Improvement

Project Name : City of Bondurant - Ditch 2 Restoration – Bid Package #1

Project Description: Tree removal and excavation of stream banks along Ditch 2. Installation of rock riffle structures, erosion control features, seeding, and landscaping rock. Bid alternate includes a paved recreational trail and associated public amenities.

Project Location : Bondurant, IA.

The City of Bondurant reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Contractor shall fully complete the project no later than August 31, 2022. Should the contractor fail to complete the work in this timeframe, **liquidated damages of \$200 per calendar day** will be assessed for work not completed within the designated contract term.

The City of Bondurant does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

A preletting conference will not be held, questions regarding the project should be directed to the design engineer (Aaron Gwinnup, PE with Emmons and Olivier Resources at agwinnup@eorinc.com or (319) 594-1139). Questions will be answered, and addenda issued, if necessary, up until 7 calendar days before the letting date. Within 7 calendar days of letting detailed questions will not be answered out of fairness to other bidders, should a corresponding addendum be warranted.

This Notice is given by authority of the City of Bondurant

(Signature of the Responsible Party for Notification)

For the City of Bondurant



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

Item No. 7.b.
For Meeting of 3/21/2022
Public Hearing

TITLE: Public Hearing on Proposed Amendment to the Bondurant Urban Renewal Area (Shiloh Rose Project)

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Public Hearing Notice

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at six o'clock p.m., at the Bondurant City Center, Bondurant, Iowa, on March 21, 2022, the City Council of the City of Bondurant, Iowa, will hold a public hearing on the question of amending the urban renewal plan (the "Plan") for the Bondurant Urban Renewal Area (the "Urban Renewal Area") which authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to a private developer in connection with the construction of a warehouse and distribution facility. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Shelby Hagan
City Clerk



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

Item No. 8.a.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution awarding the Contract and approving the Ditch #2 Stream Restoration Bid Package #1 Improvements Project to Iowa Earth Works in the amount of \$599,175.87

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This contract is for the Bid Package #1 of the Ditch #2 Stream Restoration Project. The project includes the removal of trees, Stream channel restoration, installation of Riffle Pools, Stream Bank Stabilization, Rock outcroppings, Creek entry access points, and approximately 2800 liner feet of 10-foot-wide pedestrian walking trail. The engineer's estimate of cost for construction of the project Bid Package #1 was \$605,186.74.

Bids were opened on March 7th, 2022 and were as follows:

Contractor	Bid Bond	Bidder Status Form	Base Bid	Bid Alternate #1	Total Bid
Iowa Earth Works	X	X	\$390,303.87	\$208,872.00	\$599,175.87
Cole Excavating	X	X	\$419,925.67	\$203,417.00	\$623,342.67

There will be a separate Bid Package #2 that staff will bring to council at a later date that includes all the native trees, shrubs, and grasses that will be planted back in this area once the stream restoration and trail work are completed.

FUNDING SOURCE: Stormwater Bonds

STAFF RECOMMENDATION: Staff recommends approval of the Contract and Bond for the project to Iowa Earth Works in the amount of \$599,175.87.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-82
2. Bondurant Ditch 2 Bid Pack 1 Recommendation 20220307
3. Ditch_2_BP1_Bid_Tab_20220308

CITY OF BONDURANT
RESOLUTION NO. 220321-82

RESOLUTION AWARDDING THE CONTRACT AND APPROVING THE DITCH #2
STREAM RESTORATION BID PACKAGE #1 PROJECT TO IOWA EARTH WORKS IN
THE AMOUNT OF \$599,175.87

WHEREAS, on February 7th, 2022, the City of Bondurant approved plans and specifications and order construction for the Ditch #2 Stream Restoration Project; AND

WHEREAS, on March 7th, 2022, the City of Bondurant received the bids for the Project; AND

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

Ditch #2 Stream Restoration Bid Package #1

Ditch #2 is a previously straightened and eroded drainage way with minimal floodplain connectivity. The trapezoidal channel is choked with woody, invasive vegetation and has nearly vertical banks in most places. The city desires to excavate a stream corridor that is wider and gentler, but with a natural, sinuous, low-flow channel at the bottom, and re-vegetate the whole corridor with native grasses, forbs, shrubs, and trees. Approximately 9000 cubic yards of material will be removed from the project site to create floodplain volume and reduce slopes on the new banks. Six rock riffle structures will be installed for in-stream grade control and to restore stream habitat diversity through riffle-pool-run sequences. The finished project will dramatically improve small flood conveyance, floodplain connectivity, water quality, and habitat quality.

WHEREAS, The City Council approves the contract and bond for the Ditch #2 Stream Restoration Project; AND

WHEREAS, payments are to be made to Iowa Earth Works in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Ditch #2 Stream Restoration Project contract is awarded to Iowa Earth Works and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 21st day of March 2022

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

Project Name | Ditch 2 Restoration, Bid Package #1

Date | 03/08/2022

To / Contact info | John Horton, Public Works Director (City of Bondurant)

From / Contact info | Aaron Gwinnup, PE (EOR)

Regarding | Bid Tabulation and Recommendation of Award

The purpose of this memorandum is to provide a summary of the bids received for the Ditch 2 Restoration – Bid Package #1 Project.

Bid Summary

This project was advertised in multiple locations, including at the City of Bondurant, Beeline and Blue Online Planroom, Iowa Master Builders, and several other regional planrooms. A total of two (2) bids were received and the low bid was from Iowa Earth Works, Inc. of Huxley, IA with a Total Bid Amount of \$599,175.87 (including the base bid and bid alternate). In comparison, the engineer's estimate was \$605,186.74. Please see the summary of bids below and the itemized bid tabulation attached.

Table 1. Summary of Bids

CONTRACTOR	BASE BID	BID ALT #1	TOTAL	% OPCC
Engineer's OPCC	\$ 391,740.74	\$ 213,446.00	\$ 605,186.74	-
Iowa Earth Works	\$ 390,303.87	\$ 208,872.00	\$ 599,175.87	- 1%
Cole Excavating	\$ 419,925.67	\$ 203,417.00	\$ 623,342.67	+ 3%

Review of Bids

Review of the submitted bids was performed by Emmons & Olivier Resources, Inc. (EOR), and Iowa Earth Works, Inc. is the low, responsive bidder. Two minor errors were corrected, neither of which would have affected the outcome of the bid amount comparison:

- 1) One item included an incorrect subtotal sum, however the stated bid alternate total had included the correct value.
- 2) The contractor accidentally entered their "Onsite Topsoil" unit cost in the bid alternate deduction, instead of the "Offsite Topsoil" unit cost as stated in the bid proposal form. This was corrected and discussed verbally with the contractor, who stated that they were comfortable with the correction.

Recommendation

If budget allows, Iowa Earth Works is recommended for the Ditch 2 Restoration – Bid Package #1 Project. The City may select at their discretion either the Base Bid or the Base Bid plus Bid Alternate, the recommended bidder is the same in both cases.

City of Bondurant, Iowa

Ditch 2 Stream Improvements - Bid Package #1

Prepared by Emmons and Olivier Resources, Inc.

					Low Responsive Bidder					
					Engineer's OPCC		Iowa Earth Works		Cole Excavating	
Item #	Item	Sudas #	Unit	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1.1	General Clearing and Grubbing	2010-1.08-C	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00
1.2	On-site Topsoil (Strip, Salvage, and Respread 6" Depth)	2010-1.08-D1	CY	2792	\$ 10.00	\$ 27,924.44	\$ 5.00	\$ 13,962.22	\$ 14.00	\$ 39,094.22
1.3	Off-site Topsoil, 6" Depth	2010-1.08-D3	CY	931	\$ 20.00	\$ 18,616.30	\$ 10.00	\$ 9,308.15	\$ 30.00	\$ 27,924.44
1.4	Excavation Class 10, Haul Offsite	2010-1.08-E	CY	16114	\$ 10.00	\$161,140.00	\$ 11.25	\$181,282.50	\$ 13.50	\$217,539.00
1.5	Temporary Stream Diversion / Crossings	2010-1.08-Special	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00
1.6	Pipe Culvert, CMP 24"	4030-1.08-A.1	LF	18	\$ 70.00	\$ 1,260.00	\$ 50.00	\$ 900.00	\$ 110.00	\$ 1,980.00
1.7	CMP Apron, 24	4030-1.08-B	EA	2	\$ 450.00	\$ 900.00	\$ 250.00	\$ 500.00	\$ 1,500.00	\$ 3,000.00
1.8	Temporary Traffic Control, Basic	8030-1.08-A	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 5,200.00	\$ 5,200.00
1.9	Hydraulic seeding: seeding and mulching, type 4 seed mixture (Urban Temp Erosion Control); BFM Hydromulch	9010-1.08-B	ACRE	6.5	\$ 4,500.00	\$ 29,250.00	\$ 3,500.00	\$ 22,750.00	\$ 2,700.00	\$ 17,550.00
1.10	SWPPP Management	9040-1.08-A.2	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,500.00
1.11	Filter Sock, 9", Install	9040-1.08-D1	LF	5368	\$ 2.00	\$ 10,736.00	\$ 3.00	\$ 16,104.00	\$ 2.75	\$ 14,762.00
1.12	Filter Sock, 9", Removal	9040-1.08-D2	LF	5368	\$ 0.50	\$ 2,684.00	\$ 1.50	\$ 8,052.00	\$ 0.75	\$ 4,026.00
1.13	Rip Rap, Class D Revetment	9040-1.08-J	TON	6	\$ 80.00	\$ 480.00	\$ 70.00	\$ 420.00	\$ 100.00	\$ 600.00
1.14	Rip Rap, Erosion Stone	9040-1.08-J	TON	85	\$ 50.00	\$ 4,250.00	\$ 65.00	\$ 5,525.00	\$ 50.00	\$ 4,250.00
1.15	Stabilized Construction Entrance	9040-1.08-O2	EA	4	\$ 2,500.00	\$ 10,000.00	\$ 3,000.00	\$ 12,000.00	\$ 2,000.00	\$ 8,000.00
1.16	Construction Survey	11010-1.08-A	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,500.00	\$ 6,500.00
1.17	Mobilization	11020-1.08-A	LS	1	\$ 35,000.00	\$ 35,000.00	\$ 15,000.00	\$ 15,000.00	\$ 3,500.00	\$ 3,500.00
1.18	Limestone Blocks - Outcrop	Special	TON	150	\$ 450.00	\$ 67,500.00	\$ 350.00	\$ 52,500.00	\$ 230.00	\$ 34,500.00
					Base Bid Total	\$391,740.74	Base Bid Total	\$390,303.87	Base Bid Total	\$419,925.67
					Bid Alternate					
1.19	Modified Subbase - 6"	2010-1.08-J	SY	3,674	\$ 10.00	\$ 36,740.00	\$ 10.00	\$ 36,740.00	\$ 11.50	\$ 42,251.00
1.20	Shared Use Path, PCC 5"	7030-1.08-C	SY	2,624	\$ 50.00	\$131,200.00	\$ 45.00	\$118,080.00	\$ 46.00	\$120,704.00
1.21	Special Subgrade Preparation for Shared Use Paths	7030-1.08-D	SY	3,674	\$ 4.00	\$ 14,696.00	\$ 3.00	\$ 11,022.00	\$ 3.00	\$ 11,022.00
1.22	Detectable Warning	7030-1.08-G	SY	9	\$ 450.00	\$ 4,050.00	\$ 600.00	\$ 5,400.00	\$ 450.00	\$ 4,050.00
1.23	Concrete Washout	11050-1.08-A	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
1.24	Construction Survey	11010-1.08-A	LS	1	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00
1.25	Benches	Special	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 2,500.00	\$ 7,500.00	\$ 2,500.00	\$ 7,500.00
1.26	Kiosk	Special	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 13,000.00	\$ 13,000.00	\$ 16,500.00	\$ 16,500.00
1.27	Dog Waste Station	Special	EA	1	\$ 500.00	\$ 500.00	\$ 3,500.00	\$ 3,500.00	\$ 1,000.00	\$ 1,000.00
1.28	BID)	2010-1.08-D3	CY	(437)	\$ 20.00	\$ (8,740.00)	\$ 10.00	\$ (4,370.00)	\$ 30.00	\$ (13,110.00)
1.29	Mobilization	11020-1.08-A	LS	1	\$ 16,000.00	\$ 16,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00
1.30	Solar Charging Bench	Special	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00
					Bid Alternate Total	\$213,446.00	Bid Alternate Total	\$208,872.00	Bid Alternate Total	\$203,417.00
					Total	\$605,186.74	Total	\$599,175.87	Total	\$623,342.67

Red text denotes a correction from the bid proposal submitted by the contractor



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

Item No. 8.b.
For Meeting of 3/21/2022
Resolution

TITLE: - Resolution to Approve Urban Renewal Plan Amendment for the Bondurant Urban Renewal Area (Shiloh Rose Project)

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The attached resolution approves an urban renewal plan amendment. The amendment is related to an upcoming development agreement with Ryan Companies for a project in the Shiloh Rose Business Park. Ryan Companies proposes to build a 300,000 square foot industrial project. The site plan is on the Planning and Zoning Commission agenda for March 24, 2022. The project is proposed to be amended into the City's Urban Renewal Plan. A consultation meeting was held with Polk County and the Bondurant-Farrar Community School District on the plan amendment on March 4, 2022. No comments were received.

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-83

CITY OF BONDURANT
RESOLUTION NO. 220321-83

Resolution to Approve Urban Renewal Plan Amendment for the Bondurant
Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Bondurant, Iowa (the “City”), by prior resolution established the Bondurant Urban Renewal Area (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which facilitates the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to Ryan Companies US, Inc. in connection with the construction of a warehouse and distribution facility; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on March 21, 2022; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Polk County and the Bondurant-Farrar Community School District; the consultation meeting was held on the 4th day of March, 2022; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The activities proposed under the Amendment conform to the general plan for the development of the City;

B. The economic development initiatives and projects proposed under the Amendment are necessary and appropriate to facilitate the proper growth and

development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved March 21, 2022.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Bondurant, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Bondurant Urban Renewal Area in the City of Bondurant, Iowa.

WITNESS MY HAND this ____ day of _____, 2022.

City Clerk



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

Item No. 8.c.
For Meeting of 3/21/2022
Ordinance

TITLE: - (Second Reading) Ordinance Amending Chapter 92, Water Rates, Adjusting Water Rates and Fees Effective on Bills Issued on 4/1/2022 for Water Consumed during the March Billing Cycle

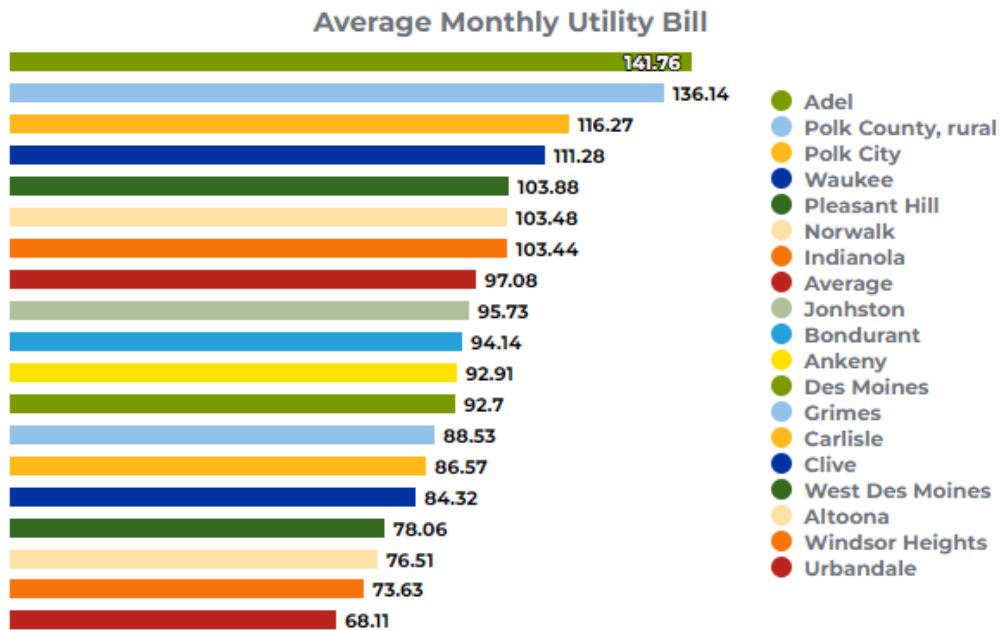
CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The City has been notified that the wholesale water rate from Des Moines Water Works is increased by \$0.40 per 1,000 gallons. The attached ordinance adjusts water rates in proportion to the amount that the wholesale rate is being adjusted. The City is not able to absorb the wholesale increases this year. This is simply a pass-through cost. The attached ordinance adjusts water rates to pass through the cost, for both regular water and bulk water.

In discussing this issue recently, Council asked staff to provide information from comparable communities on utility rates. The City of Bondurant recently did a survey of the communities' utility rates in the metropolitan area. Because various communities have a wide range of fees and charges that affect utilities, in addition to rates (such as base rates, availability charges, minimum charges, etc.), the best way to compare rates is to calculate what an average monthly bill would be. The below calculation was based on the average consumption of a residential class customer over the past two years at 3989.277074 gallons per month.

The utilities that were surveyed were water, sewer, stormwater, garbage, and recycling. (Please note that Ankeny and Polk County, Rural do not provide garbage and recycling. The residents are required to set up services with a provider of their choosing and an average of \$15 per month was used for the calculation.) As you can see, Bondurant is towards the middle of the group, with an average monthly bill of \$94.14, which is slightly less than the overall average for the group, which is \$97.08.



Please note that the reason the City is pursuing a water facilities study is to determine the feasibility of producing at least a portion of our own water, which could give the City as much direct control over costs as possible. Staff also continually look for ways to maximize efficiency to keep rates as low as possible. This adjustment is simply a pass-through adjustment and does not include any increase related to the City's administrative costs.

The first reading was approved at the March 7, 2022 council meeting.

FUNDING SOURCE: Water Revenue

STAFF RECOMMENDATION: Waive second and approve on third reading.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 220307-201

CITY OF BONDURANT
ORDINANCE NO. 220307-201

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, 2002, BY AMENDING CHAPTER 92, WATER RATES

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

Section 1. **SECTION AMENDED.** Chapter 92.02 Rates for Service of the Code is amended as follows:

92.02 RATES FOR SERVICE. Water service shall be furnished at the following rates and charges within the City: (Code of Iowa, Sec. 384.84)

1. A service availability charge of ~~\$6.80~~ \$7.20 per month.
2. In addition to the service availability charge, a usage charge of ~~\$6.80~~ \$7.20 for each 1,000 gallons of water used per month.
3. A usage charge of ~~\$9.85~~ \$10.25 for each 1,000 gallons of water withdrawn from a hydrant as an approved metered withdrawal. No service availability charge is required.
4. A usage charge of ~~\$10.93~~ \$11.33 for each 1,000 gallons of withdrawn water from a hydrant under an approved withdrawal not qualifying for the metered withdrawal. No service availability charge is required.
5. A usage surcharge of ~~\$15.49~~ \$15.89 per 1,000 gallons of water withdrawn from a hydrant for flushing will be added to the usage charge for any withdrawal not in conformance with the requirements of 92.13. The surcharge shall apply to all water volume used for flushing. The surcharge would not be applied to other usage if a portion of the withdrawal is for a purpose other than flushing.
6. A bulk usage charge for construction water of ~~\$530.00~~ 562.00 will be added to applicable building permits for new construction as determined by the Building Inspector or Permit Clerk.

Section 2. **EFFECTIVE DATE.** This ordinance shall be applied to all bills issued on and after 4/1/2022.

PASSED AND APPROVED by the City Council this 7th day of March 2022.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

FIRST CONSIDERATION: March 7, 2022

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. xxxx was published as required by law on the xxxx day of March 2022.

Shelby Hagan
City Clerk



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

Item No. 8.d.
For Meeting of 3/21/2022
Ordinance

TITLE: - (Second Reading) Ordinance Amending Chapter 106, Collection of Solid Waste

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The City has been notified by Metro Waste Authority of increases in garbage and recycling contracts. MWA reports that an RFP was issued in September 2021 for the collection of solid waste, yard waste, and/or recycling for 20 cities and Polk County. Existing city contracts managed by Metro Waste Authority expire June 30, 2022, and the new contracts will begin July 1, 2022. Solid waste, recycling, and yard waste services were bid by zones, bundling communities together to reach optimal house counts for hauler efficiency, thus pricing. There was an alternate bid to continue recycling as a standalone service.

Four RFP responses were evaluated based on:

1. Qualifications and experience with all service collections
2. Understanding of the scope of work and approach
3. Customer service provided to past and existing customers
4. Staff and equipment availability, including capacity
5. Proposed prices
6. Compliance with Draft Agreement
7. References from customers
8. Completed bid response

The RFP indicated no one hauler can be awarded more than two contracts to ensure a competitive market in the future. MWA recommends ASI for two community zones for solid waste and yard waste and Waste Connections for the third zone. This recommendation is largely based on experience, price, and compliance with the draft agreement. After thorough evaluation, staff recommends one hauler, Waste Management, for recycling services for all participating communities.

The price for these services is increasing by 29% for garbage and 26% for recycling.

In a memorandum from MWA, Executive Director Michael McCoy indicates, "Increases of this significance are unfortunate, but Metro Waste Authority staff continue to firmly believe these are still very favorable rates for the services provided. There are several influential factors resulting in the increase:

- The Metro has enjoyed long-standing contracts, which have been in place for 10-20 years. While this has provided many advantages, it has kept the regions' rates artificially low.
- As every industry is experiencing, labor markets are exceptionally challenging, leading to all-time high wages. In addition, fuel rates, CPI, and equipment costs are unprecedentedly high in this market. While all these factors are reflected in the rates, the haulers recognize while some variables will likely return to a norm, wages will not.

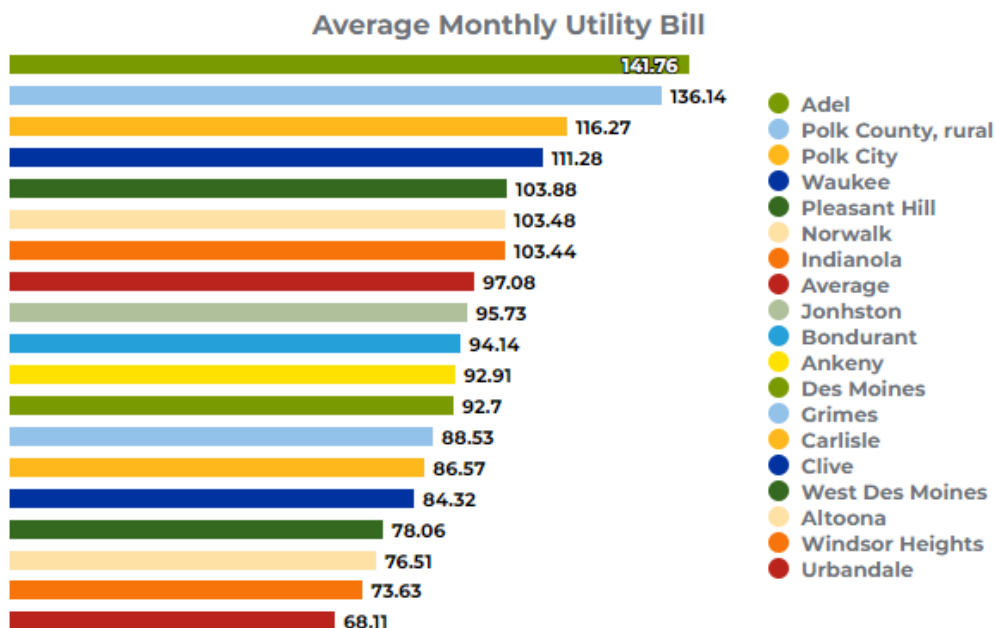
Metro Waste Authority's 2022 Considerations

- Due to the seasonality of yard waste, as well as its inefficiencies, the region has experienced minimal interest from haulers in the past to provide this service. Coupling solid waste and yard waste together ensures a yard waste service provider in the future.
- Yard waste collection has also experienced severe increases (over 40%) year-over-year. This contract allows the region to lock in consistent prices for the duration of a lengthy term.
- To keep all service rates in line:
 - Metro Waste Authority will internalize the purchase of solid waste, recycling, and yard waste carts, as well as the delivery and maintenance. (This is a shift in responsibility from the hauler to the Authority).
 - Metro Waste Authority will internalize customer service for all services, which will also improve customer experience. (This is a shift from requiring haulers maintain a local call center).
- MWA is lessening the burden of yard waste administration for city staff
 - MWA will purchase, distribute, and maintain all yard waste carts. This will result in a reduction of work for public works staff who were previously transporting, storing and delivering carts.
 - MWA has heard for years managing the mailing of yard waste cart stickers was both time consuming and cumbersome for staff. As a result, MWA's customer care team will internalize the mailing going forward, instead of city staff."

In discussing this issue recently, Council asked staff to provide information from

comparable communities on utility rates. The City of Bondurant recently did a survey of the communities' utility rates in the metropolitan area. Because various communities have a wide range of fees and charges that affect utilities, in addition to rates (such as base rates, availability charges, minimum charges, etc.), the best way to compare rates is to calculate what an average monthly bill would be. The below calculation was based on the average consumption of a residential class customer over the past two years at 3989.277074 gallons per month and includes garbage and recycling.

The utilities that were surveyed were water, sewer, stormwater, garbage, and recycling. (Please note that Ankeny and Polk County, Rural do not provide garbage and recycling. The residents are required to set up services with a provider of their choosing and an average of \$15 per month was used for the calculation.) As you can see, Bondurant is towards the middle of the group, with an average monthly bill of \$94.14, which is slightly less than the overall average for the group, which is \$97.08.



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While this graph represents current rates and charges, proportionately as other communities also need to pass through the increases they are receiving, Bondurant is expected to remain slightly below average for monthly utility bills.

The attached ordinance adjusts garbage and recycling rates to absorb the cost increases from the haulers. The City is charged the same rate regardless of the container size, so there is no longer a rate differentiation between large or small containers. This adjustment is simply a pass through from the increases the City is receiving from contractors.

The first reading was approved at the March 7, 2022 council meeting.

FUNDING SOURCE: Garbage and Recycling revenue

STAFF RECOMMENDATION: Waive second and approve ordinance on third reading.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 220307-202

CITY OF BONDURANT
ORDINANCE NO. 220307-202

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, 2002, BY AMENDING CHAPTER 106, COLLECTION OF SOLID
WASTE

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

Section 1. **SECTION AMENDED.** Chapter 106.09 Rates for Service of the Code is amended as follows:

106.09 COLLECTION FEES. The collection and disposal of solid waste as provided by this chapter are declared to be beneficial to the property served or eligible to be served and there shall be levied and collected fees therefore in accordance with the following:

(Goreham vs. Des Moines, 1970, 179 NW 2nd, 449)

1. Schedule of Fees. The fees for solid waste collection and disposal service, used or available, are:

A. For each residential premises and for each dwelling unit of a multiple-family dwelling for either a 96-gallon toter - ~~\$8.92~~ \$11.32 per month, per toter

B. For each residential premises and for each dwelling of a multi-family dwelling for a 48 gallon toter - ~~\$8.22~~ \$11.32 per month, per toter

C. Recycling Fee - ~~\$4.04~~ \$4.91 per month

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

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

Section 4. **EFFECTIVE DATE.** This ordinance shall be applied to all bills issued on and after 4/1/2022.

PASSED AND APPROVED by the City Council this 7th day of April 2022.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

FIRST CONSIDERATION: March 7, 2022

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. XX was published as required by law on the XXth day of March 2022.

Shelby Hagan
City Clerk



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

Item No. 9.a.
For Meeting of 3/21/2022
Resolution

TITLE: -Discussion and possible Consideration of Resolution appointing a Representative to the Mid-Iowa Planning Alliance (MIPA) Board of Directors for CY22

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City Council recently approved participation in the Mid-Iowa Planning Alliance Board, organized through the Des Moines Area Metropolitan Planning Organization. The DMAMPO has requested the City of Bondurant name its representative to the Board of Directors.

FUNDING SOURCE: Economic Development

STAFF RECOMMENDATION: Determine who will serve on the Board of Directors and approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220321-84
2. MIPA Board Representative Form 2022

CITY OF BONDURANT
RESOLUTION NO. 220321-84

RESOLUTION APPOINTING A REPRESENTATIVE TO THE MID-IOWA PLANNING
ALLIANCE (MIPA) BOARD OF DIRECTORS FOR CY 2022

WHEREAS, Mid-Iowa Planning Alliance (MIPA) requests the City of Bondurant to appoint an elected official, member of city council, mayor or community member to serve on its Board of Directors for calendar year 2022; AND

WHEREAS, _____ has agreed to appointment as the Board Representative,

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

Passed this 21st day of March 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
Sillanpaa				
McKenzie				
Peffer				

Appointment Form: MIPA Board Representative

Please complete the following form naming your jurisdiction's representative to the MIPA Board of Directors for calendar year 2022. Each member jurisdiction has one representative on the board. Member jurisdictions will have the opportunity to renew or change board appointments at the end of each calendar year during the annual enrollment period.

The annual meeting of the MIPA Board of Directors will be held in the month of May, per MIPA's [bylaws](#). This year the annual meeting will be held at 10 a.m. Thursday, May 26, in a hybrid format; details will be sent to your appointed representative. A second meeting of the full board is planned for the fall for the adoption of an updated Comprehensive Economic Development Plan.

Jurisdictions can appoint an elected official or staff member to the MIPA board.

2022 Representative Information

(Please fill in all information to ensure our contact records are up to date)

Jurisdiction	
Name	
Title	
Email address	
Phone number	

Please return this form affirming your board appointment by April 15, 2022, via email to Gunnar Olson at golson@dmampo.org.



Supporting Economic Development in
Boone, Dallas, Jasper, Marion, Polk,
Story, and Warren Counties.



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

Item No. 9.b.
For Meeting of 3/21/2022
Discussion Item

TITLE: Men's Club Request

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City contributes annually to the Men's Club for the fireworks display held in conjunction with Summerfest. For several years, the City has contributed \$1,500. The Men's Club has asked the City to increase this amount to \$2,000 each year.

FUNDING SOURCE: General Fund

STAFF RECOMMENDATION: Discuss and provide direction to staff on the request.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 9.c.
For Meeting of 3/21/2022
Discussion Item

TITLE: -Discussion of draft Ordinance amending the Code of the City of Bondurant, Iowa by establishing Chapter 82 - Golf Cart Regulations

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS: Attached is the most recent version of the draft golf cart ordinance for Council consideration. The City Attorney has reviewed and made a few updates to ensure compliance with State Code. The ordinance has been sent to the Polk County Sheriff for review as well. Additional information will be available for discussion at the Council meeting.

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Golf Cart Ordinance_v3 Draft
2. 11x17_GolfCartMap

CITY OF BONDURANT
ORDINANCE NO. xxxxxxxxxx

An Ordinance Amending the Code of the City of Bondurant, Iowa, by
Establishing Chapter 82 – Golf Cart Regulations

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

Section 1. **CHAPTER ADDED.** The Code of the City of Bondurant, Iowa, is hereby amended adding:

CHAPTER 82
GOLF CART REGULATIONS

82.01 PURPOSE

The purpose of this chapter is to regulate the operation of golf carts within the City as enabled by the Code of Iowa, Section 321.247.

82.02 DEFINITIONS

1. "Golf cart" means a three (3) or more wheeled recreational vehicle primarily designed for transportation of person(s) and sporting equipment in the sport of golf that is either electric powered or gas powered.
2. "Other Power-Driven Mobility Devices," or "OPDMD," means any mobility device powered by batteries, fuel, or other engines that is used by individuals with mobility disabilities for the purpose of locomotion, including golf carts, electronic personal assistance mobility devices, or any mobility device designed to operate in areas without defined pedestrian routes, but that is not a wheelchair.
3. "Micromobility Device" means a mobility device under one hundred fifty pounds, which may be equipped with an electric motor for assistance or sole propulsion, designed for conveying the operator, with speeds of less than twenty miles per hour.

82.03 OPERATION OF GOLF CARTS PERMITTED

Golf carts may be operated upon city streets by persons possessing a valid driver's license, subject to the additional provisions of this Chapter.

(Code of Iowa, Sec. 321.247[1])

Golf carts and operators of golf carts are considered vehicles and shall be subject to the Bondurant Traffic Code when operating on city streets.

Golf carts are not subject to registration provisions of Code of Iowa, Chapter 321.

(Code of Iowa, Sec. 321.247[2])

82.04 EQUIPMENT REQUIREMENTS

Golf carts operated upon city streets and alleys shall be equipped with a minimum of the following safety features:

1. A slow-moving vehicle sign.
2. A bicycle safety flag, the bottom of which shall be above the top of the golf cart.
3. Adequate brakes.

(Code of Iowa, Sec. 321.247[1])

4. Brake lights.
5. Rear view mirror – driver's side.

82.05 HOURS OF OPERATION

Golf carts may be operated on city streets and alleys only between sunrise and an hour after dusk sunset, except during times when the snow ordinance is in effect.

(Code of Iowa, Sec. 321.247[1])

82.06 PROHIBITED STREETS

Golf carts shall only be operated upon streets with a posted speed limit of 35 MPH or less and shall not be operated on any city streets which are a primary road extension through the city, as listed in 82.06.A, however, such golf carts shall be allowed to cross such primary road extensions listed in 82.06.A. Golf carts shall not be allowed to operate on or cross the road areas listed in 82.06.B.

A. Primary road extensions where golf carts cannot travel on but shall be allowed to cross:

- a. NE 86th Avenue
- b. 2nd Street NE/2nd Street NW
- c. 15th Street SE/NE 70th Avenue
- d. 23rd Street SW
- e. 32nd Street SW/32nd Street SE/NE 62nd Avenue
- f. Franklin Street NW/Franklin Street SW/NE 64th Street
- g. Shiloh Rose Parkway SW, south of 15th Street SW
- h. Commerce Parkway SW
- i. Grant Street North, except in areas where crossing is prohibited in 82.06.B

- j. Grant Street South, except in areas where crossing is prohibited in 82.06.B
- k. Pleasant Street NE/Pleasant Street SE/NE 80th Street

B. Primary road extensions where golf carts cannot travel on AND cannot cross:

- a. Highway 65/Hubbell Avenue
- b. Garfield Street SW, between 1st Street SW and the south edge of right-of-way
- c. 13th Street NE
- d. Grant Street North, between Aspen Drive NE/NW and 13th Street NE/NW
- e. Grant Street South, between 1st Street SE/SW and 10th Street SE/SW.

(Code of Iowa, Sec. 321.247[1])

82.07 RULES OF OPERATION

1. Except when executing a left turn, golf carts shall be driven as close as practicable to the right-hand edge of the right-most motorized travel lane.
2. When necessary to prevent congestion of traffic, golf carts shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
3. When two or more golf carts are being operated in the same direction and general vicinity, they shall proceed in single file.
4. Except for golf carts used as Other Power-Driven Mobility Devices (OPDMD), no golf carts shall be operated upon city sidewalks or multi-use trails.
5. The operator of a golf cart shall yield the right of way to pedestrians, bicycles, electric scooters, electric bicycles, and other micromobility devices.
6. If the golf cart is not equipped with turn signals, the operator of the golf cart shall use hand signals to indicate turning movements
7. No golf cart shall be operated along city streets while under the influence of alcoholic beverages, narcotics, or habit-forming drugs. Additionally, there shall be no open containers with alcoholic beverages.
8. No person shall operate a golf cart in a careless, reckless, or negligent manner endangering the person or property of another or causing

injury or damage to same.

9. The operator of a golf cart shall be responsible for the safety of all passengers on the golf cart and shall not allow reckless or dangerous behavior by passengers on said vehicles.

10. The operator of a golf cart shall limit occupancy of the golf cart to the number of seats for which the vehicle is registered and occupants shall be in approved seats.

11. Golf carts shall not be operated when visibility is such that there is insufficient light to clearly see persons and vehicles at a distance of 500 feet.

82.08 PARKING

Golf carts shall be parked in standard automobile parking spaces. Golf carts used as OPDMDs may be parked on other paved and unpaved surfaces on public property such that they do not cause damage to any surface. No golf carts, including those used as OPDMDs, may be parked in such a way as to obstruct vehicular, pedestrian, or bicyclist traffic. Golf carts may not be parked on grass unless at a public event.

82.09 USAGE DURING SPECIAL EVENTS

Golf carts may be used in support of special events sponsored or as permitted by the City. Golf carts can be used beyond sunrise-sunset at city-sponsored events as long as the golf cart is equipped with headlights and tail lights. Operators and passengers shall comply with this chapter any other conditions established by the City for any specific event, which conditions shall be set forth in writing from the City Administrator or designee.

Commented [EC1]: This is contrary to State law, which states that golf carts shall only operate on streets only from sunrise to sunset

82.10 PERMIT REQUIRED.

No person shall operate a golf cart on any public street for any purpose unless the operator possesses a City of Bondurant permit to operate a golf cart on city streets. Permits are issued at City Hall after the application is approved. The granted permit will be valid for the calendar year in which it is purchased. All permits shall be issued for a specific golf cart. The annual permit fee shall be \$35. The permit must be with the golf cart when it is operating on City streets. An annual permit sticker will be provided and is to be attached to the rear of the golf cart. It is the responsibility of the applicant to make sure the golf cart meets the minimum requirements of this chapter and the *Code of Iowa* and that the owner of the golf cart (and driver) has liability insurance covering the golf cart in the same limits required by Chapter 321 of the *Code of Iowa*.

The permit may be suspended or revoked by the City upon finding evidence that the permit holder has violated the conditions of the permit or has abused the privilege of being a permit holder. There will be no refund of the permit fee.

82.11 PENALTY

A person who violates the provisions this ordinance shall be punishable for a municipal nuisance violation with a fine of not less than \$50.00 but possibly up to \$750.00.

82.12. ACCIDENT REPORTS

Either the operator, or someone acting for the operator, shall immediately notify a law enforcement officer whenever a golf cart is involved in an accident resulting in injury or death to anyone, or property damage in the amount of \$1,500.00 or more, and shall file an accident report within 48 hours, in accordance with State law.

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

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

Section 4. **EFFECTIVE DATE.** This ordinance shall be effective after its final passage, approval and publication as provided by law until 12:01 a.m. July 1, 2023, at which time this ordinance will expire.

PASSED AND APPROVED by the City Council of the City of Bondurant, Iowa, on XXXXX.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

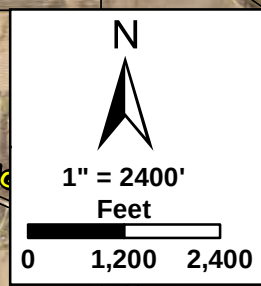
ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:

SECOND CONSIDERATION:
THIRD CONSIDERATION:



CITY OF BONDURANT, IOWA GOLF CART ORDINANCE