

**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/82967127824>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL MAY 9, 2022

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 5:30 PM on May 9, 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. Claims List
 - b. Applications for City Council Approval
 - c. Receive and File - Library Board Meeting Minutes of April 6, 2022 & Director's Report
 - d. R-220509-113- Resolution approving Water Infrastructure Fund Grant Agreement with the Iowa Finance Authority
 - e. R-220509-114- Resolution approving Agreement with Shive-Hattery for the Professional Services Agreement for BRSC Parking Expansion Project for an amount not to exceed \$13,400
 - f. R-220509-115- Resolution appointing Mike Kramer to the Bondurant Community Library Board
6. Guests requesting to address the City Council
7. **Public Hearing**
 - a. Public Hearing regarding Award of Contract for Underpass Project
8. Action Items
 - a. R-220509-116- Resolution approved the Award of a Construction Contract for the Underpass Public Improvement Project to Jenco Construction Inc. in the amount of \$3,563,486.21

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

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

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/82967127824>*

9. Discussion Items -
 - a. City Hall Internet
10. Adjournment

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

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



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

Item No. 5.a.
For Meeting of 5/9/2022
Motion

TITLE: Claims List

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Claims List



Refund Check Register

Refund Check Detail

UBPKT02643 - Refunds 01 UBPKT02641 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01346-02	JORGEN ROSE	5/4/2022	60194	105.17			105.17	Generated From Billing
01-02428-09	DAVIO, BRIAN T	5/4/2022	60195	92.77			92.77	Generated From Billing
01-02645-05	MARIN BISDORF	5/4/2022	60196	70.93			70.93	Generated From Billing
01-02871-02	MEGAN COLLINS	5/4/2022	60197	71.70			71.70	Generated From Billing
01-02876-03	HOPE, KAYLA S	5/4/2022	60198	122.46			122.46	Generated From Billing
01-03184-05	SCOTT ENGELKING	5/4/2022	60199	115.59			115.59	Generated From Billing
01-03498-04	COREY LITTLE	5/4/2022	60200	151.25			151.25	Generated From Billing
01-03528-02	MICHAEL KANNAS	5/4/2022	60201	161.01			161.01	Generated From Billing
01-03609-01	BRIAN KOPF	5/4/2022	60202	273.22			273.22	Generated From Billing
04-03475-02	DRENNAN, DICK G	5/4/2022	60203	64.64			64.64	Generated From Billing
06-02245-02	KRISTINA PETTIS	5/4/2022	60204	158.72			158.72	Generated From Billing
06-02482-01	STEVE AZINGER	5/4/2022	60205	66.35			66.35	Generated From Billing
10-02715-01	JANA KYLE	5/4/2022	60206	49.38			49.38	Generated From Billing
10-02821-03	WARD, NICHOLAS R	5/4/2022	60207	108.72			108.72	Generated From Billing
10-02851-02	DANIEL HOFFMAN-ZINNEL	5/4/2022	60208	167.12			167.12	Generated From Billing
16-01324-00	HOMES, J LARSON	5/4/2022	60209	123.22			123.22	Generated From Billing
16-01397-00	ORTON HOMES LLC	5/4/2022	60210	45.34			45.34	Generated From Billing
16-01407-00	D.R. HORTON, IOWA LLC	5/4/2022	60211	99.38			99.38	Generated From Billing
16-01468-00	D R HORTON, IOWA LLC	5/4/2022	60212	112.89			112.89	Generated From Billing
16-01545-00	JERRY'S HOMES INC	5/4/2022	60213	120.93			120.93	Generated From Billing
16-01549-00	JERRY'S HOMES INC	5/4/2022	60214	120.93			120.93	Generated From Billing
16-01562-00	BEHR CONSTRUCTION	5/4/2022	60215	111.01			111.01	Generated From Billing
16-01568-00	GENESIS HOMES	5/4/2022	60216	60.78			60.78	Generated From Billing
16-01574-00	GENESIS HOMES	5/4/2022	60217	20.25			20.25	Generated From Billing
16-01593-00	OVERLAND PROPERTIES, LLC	5/4/2022	60218	180.00			180.00	Generated From Billing
16-01620-00	OAKSTONE HOMES, INC	5/4/2022	60219	113.30			113.30	Generated From Billing
16-01625-00	GREENLAND HOMES	5/4/2022	60220	122.46			122.46	Generated From Billing
16-01629-00	SAGE HOMES	5/4/2022	60221	111.01			111.01	Generated From Billing
16-01630-00	SAGE HOMES	5/4/2022	60222	112.54			112.54	Generated From Billing
16-01690-00	GREENLAND HOMES	5/4/2022	60223	120.93			120.93	Generated From Billing
Total Refunds: 30			Total Refunded Amount:	3,354.00				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	3354.00
Revenue Total:	3354.00

General Ledger Distribution

Posting Date: 05/02/2022

	Account Number	Account Name	Posting Amount	IFT
Fund:	600 - WATER			
	600-000-1101	CLAIM ON POOLED CASH	-3,354.00	Yes
	600-050-2141	APPLIED CREDITS	3,354.00	
		600 Total:	0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-3,354.00	
	999-050-2300	DUE TO OTHER FUNDS	3,354.00	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



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

Item No. 5.b.
For Meeting of 5/9/2022
Motion

TITLE: Applications for City Council Approval

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Special Events application Summer Fest
2. 7-3-2022 Block Party
3. Casey's Tobacco Permit Application

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 SUMMERFEST Date(s) of Event JANU 13, 14
Location MAIN ST, 1ST ST SE, 2ND ST SE, Depot
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)
Setup Time June 12 Starting Time 12:00 PM Ending Time JUNE 14TH

(Please Print)

Organization Hosting Event BONDURANT Men's Club
Contact Person AL Ihde Day Phone 515-202-8282
Email AL_Ihde@Mediaconbb.net
Addl. Contact BRIAN Deeds Day Phone 515-975-5597
Email bdeeds@UR.com

Type of Event:

Check all that apply.

- | | | |
|---|--|---|
| ☒ Parade | ☒ Fundraiser | ☐ Walk/Run Event |
| ☒ Fair/Festival | ☐ Outdoor Concert | ☐ Block Party |
| ☐ Bicycle Event | | |
| ☐ Other (please explain) <u>FIREWORKS JUNE 14TH 10:00 PM.</u> | | |

Describe the Event (please attach additional pages if necessary): BONDURANT SUMMERFEST
2022 CARNIVAL AND MANY OTHER VENDORS, Food Vendors
EVENTS FOR KIDS, TRACTOR Pull, Little Princess Party

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

Event Details:

(provide estimated counts)

Estimated Attendance
Trash Containers
Portable Toilets

2000
15
6

(circle what applies)

Open to the general public?
Tents
Inflatable Houses/Toys
Amplified Music
Alcoholic Beverages
Banners/Signs

(YES) / NO
(YES) / NO
(YES) / NO
(YES) / NO
(YES) / NO
(YES) / NO

Vendors:

(provide estimated counts)

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

• Number of Vendors
• List of Vendors and/or Type of Vendor

Food Trucks (3)

Ice Cream (2)

Info Tables.

Church, Lions Club

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

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

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



Yes



No

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

Yes



No

(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:

NEED TO Provide Several Garbage Cans, And Dumpster

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 Allen Shae

Date 4-25-2022

Printed Name Ac Ihde

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		
☐ 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			

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

21354
RENEWAL

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Policy Number: ACP GLO 7114045435

Named Insured: BONDURANT MENS CLUB

Address: PO BOX 244
BONDURANT

IA 50035-0244

Agent: AHI ASSET PRO LLC
Address: WEST DES MOINES IA

50266

14-21354-034
PRODUCER: DOUG LEE WHITEHEAD

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

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

LIMITS OF INSURANCE

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

Retroactive Date (CG0002 only)

The Named Insured is: NON-PROFIT ORG

Business of the Named Insured is: NON-PROFIT ORGANIZATION

Audit Period:

ENDORSEMENTS ATTACHED TO THIS POLICY

SEE COMMERCIAL GENERAL LIABILITY FORMS AND ENDORSEMENTS SCHEDULE

TOTAL ADVANCE PREMIUM \$ 600.00M

Replacement or
Renewal Number ACP GLO 7104045435

Countersigned By

Authorized Representative

GL-D (10-98)

DIRECT BILL MACH 20091

INSURED COPY

ACP GLO 7114045435

973043071

43

0002715



OFFICE USE ONLY
Clerk Initials: _____
Date: _____
☐ Map Provided

Street Closing Application

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

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

Purpose of Street Closing: SUMMERFEST Date of Application: JUNE 12-14

Name of Contact Person: AL Ihde

Address of Contact Person: 200 5TH ST SE

Best Contact Phone # 515-202-8282 Email: AL-Ihde@Mediscrubbs.net

Date of Street Closing: JUNE 12 ~~12:00~~ Time: From 12:00PM To JUNE 15 8:00AM

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

Optional Rain Date: NONE

Street(s) to block off: See ATTACHED MAPS

Attach a copy of a map showcasing the affected areas.

Intersections: _____ AND _____

Will the block party involve entertainment: Yes ☐ No ☐

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

Start time: _____ End time: _____

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

Applicant Signature: _____



We, the property owners, do hereby acknowledge being notified of the closing of the following streets, as requested, for a Residential Block Party, on _____ (date/time).

Street(s) to block off: See ATTACHED Maps

Intersections: _____ AND _____

Name

Address

Please attach additional pages for required signatures

Summerfest 2022 June 13th to 14th Site Plan

June 12, 2022 Starting 12:00 PM



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

Summerfest 2022 June 13th to 14th Street Closure

June 12, 2022 Starting 12:00 PM



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

Summerfest 2022 June 13th to 14th Barricade Map

June 12, 2022 Starting 12:00 PM

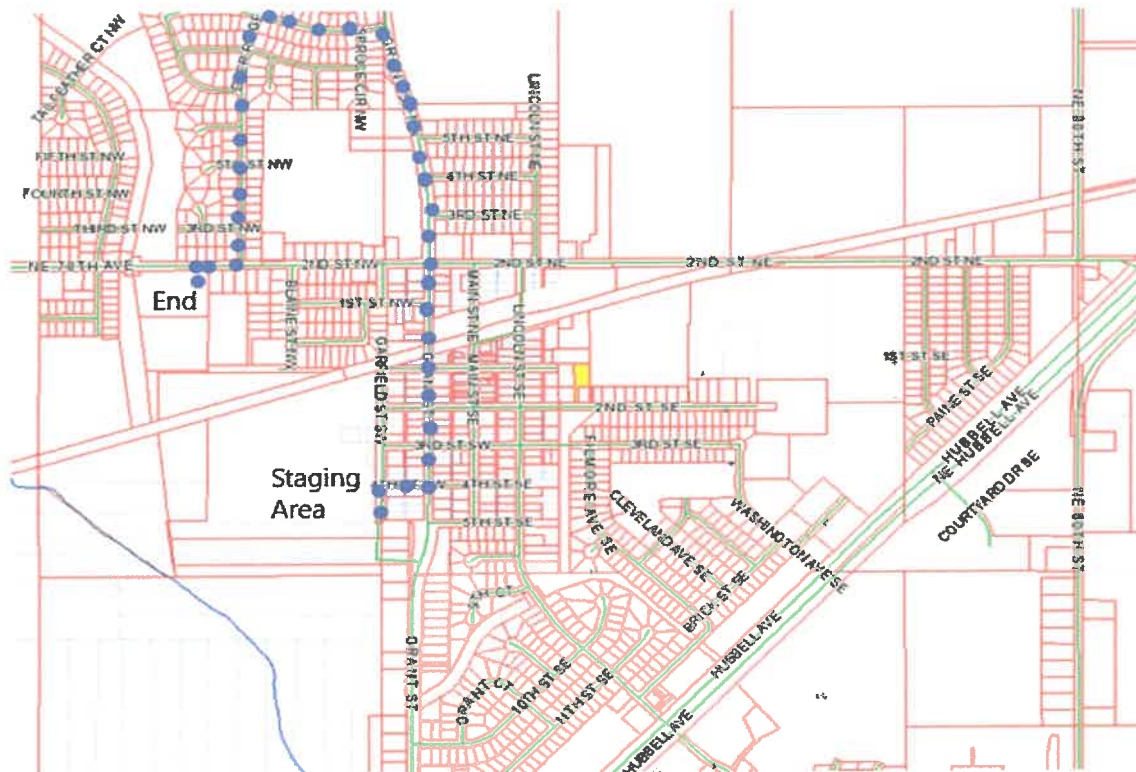


1. Main St SE at South Edge of Entrance (East Side) of Fire Station to South side of intersection at 2nd st SE
2. Railroad Street at Lincoln St SE
3. Parking Lot of Apartments at 12 Main Street SE.
4. 1st St SE from East side of Grant St S. to Alley West of Main St SE and East of Lincoln St SE on 1st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

Bondurant Summerfest 2022
June 13th & 14th
Events Area/Men's Club Events



Summerfest 2022 Parade Route June 13th 6:00 PM



This years Summerfest Parade is on Monday June 13th. The parade will start at 6:00 PM. Participants as asked to stage at their designated street at 5:30 PM.

Starts on 4th Street at Bondurant Middle School.

STAGING AREA 1 – American Legion, Scouts, and all groups that are walking will be staging on Garfield Street South of 3rd Street in front of Middle School and Anderson Elementary.

STAGING AREA 2 - All participants with cars, trucks, floats, Ball teams, Soccer teams and All Fire Departments and EMS (**Fire & EMS Departments will be at end of parade**) In the Morris Elementary parking lot. Please enter from Street leading to Morris Elementary.

If you have any questions, please contact John (641-275-0404)

BONDURANT MENS CLUB

Serving Our Community

P.O. Box 244 - Bondurant, Iowa 50035

Bondurant Summerfest 2022

June 13th & 14th

1. Men's Club Liability Insurance : Will be renewed in May 2022, A copy will be provided.
2. Fireworks Location Request: Men's Club would request the use of the Old Sewer Lagoon Area to Shoot Fireworks
3. J & M Display will provide a fireworks proposal the week of April 25th which will be forwarded as soon as possible
4. J & M Display will provide Fireworks Liability Insurance as soon as location is approved.

Allen Ihde

515-202-8282

AI_ihde@mediacombb.net



OFFICE USE ONLY	
Clerk Initials:	_____
Date:	_____
☐	Map Provided

Street Closing Application

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

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

Purpose of Street Closing: Block Party Date of Application: July 3, 2022

Name of Contact Person: Lincoln Davidson-Dix

Address of Contact Person: 516 - 4th Street SE | Bondurant

Best Contact Phone # 319-430-3442 Email: lincolnandkayla@gmail.com

Date of Street Closing: July 3 Time: From 4:00 PM To 10:00 PM

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

Optional Rain Date: _____

Street(s) to block off: 4th Street SE

Attach a copy of a map showcasing the affected areas.

Intersections: 4th Street SE AND 9th Street SE

Will the block party involve entertainment: Yes ☒ No ☐

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

Start time: 4:00 PM End time: 10:00 PM

If yes, please describe: (i.e.: music, inflatables, etc) Bags boards, fireworks, pot luck

Applicant Signature: 
Lincoln Davidson-Dix

City Official Signature _____ Date _____



We, the property owners, do hereby acknowledge being notified of the closing of the following streets, as requested, for a Residential Block Party, on July 3, 2022 | 4:00 - 10:00 PM (date/time).

Street(s) to block off: 4th Street SE

Intersections: 9th Street SE AND 4th Street SE

Name

Address

Jeremy Roush

430 4th St SE

Brooke Landwehr

438

Adam Jones

434

[Signature]

431

[Signature]

429

Vingth Selas

426

[Signature]

423

Kyle Long

422

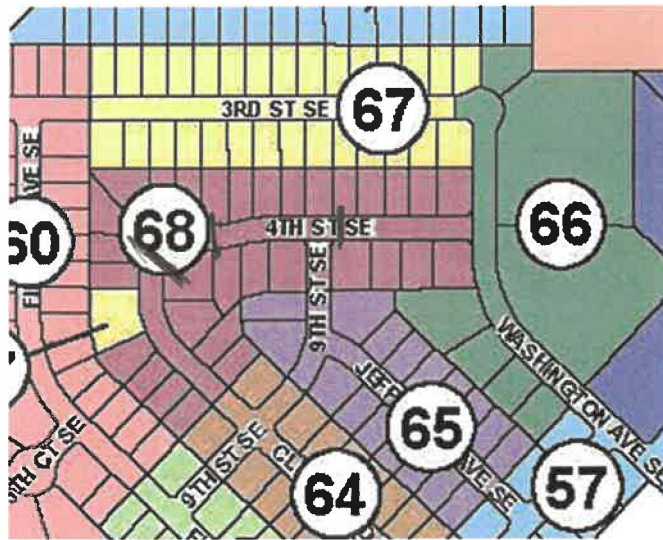
Mimi

418

Kelly Dany

427

Please attach additional pages for required signatures



RECEIVED

APR 29 2022

Iowa Department of
REVENUE

CITY OF BONDURANT

Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #1373

Physical Location Address 302 2ND ST NE City BONDURANT ZIP 50035

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 5159678002

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐

Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, AST. SECRETARY, CASEY'S MARKETING

Name (please print) _____

Signature Douglas M. Beech

Signature _____

Date 4/1/2022

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

70-014a (06/22/17)

RECEIVED

APR 29 2022

Iowa Department of
REVENUE

CITY OF BONDURANT

**Iowa Retail Permit Application
for Cigarette/Tobacco/Nicotine/Vapor**

<https://tax.iowa.gov>

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 22 through June 30, 2023

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S #1861

Physical Location Address 1455 GRANT ST S City BONDURANT ZIP 50035

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 5159678910

Legal Ownership Information:

Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☒ LLC ☐ LLP ☐

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORES, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-381-5974 Fax Number 515-446-6303 Email MADI.PAULSON@CASEYS.COM

Retail Information:

Types of Sales: Over-the-counter ☒ Vending machine ☐

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☒ Vapor Products ☒

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☒ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐

Has vending machine that assembles cigarettes ☐ Other ☐

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) DOUGLAS BEECH, ASST. SECRETARY, CASEY'S MARKETING

Name (please print) _____

Signature *Douglas M. Beech*

Signature _____

Date 4/1/2022

Date _____

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: _____
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: _____
- Fill in the name of the city or county issuing the permit: _____
- New ☐ Renewal ☐

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375



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

Item No. 5.c.
For Meeting of 5/9/2022
Receive and File

TITLE: Receive and File - Library Board Meeting Minutes of April 6, 2022 & Director's Report

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. April 6, 2022 Library Board Meeting Minutes
2. Director's Report

Meeting Minutes
Bondurant Community Library | Library Board of Trustees
Wednesday, April 6, 2022



- 1. Roll Call:** *Members Present:* Pat Kaura, Josh Bryant, Julie Bergeson, Jen Keeler, Sue Ugulini and Craig Campbell. Library Director Sanders and assistant Director Klinker-Feld were also present.
- 2. Call to order:** Meeting called to order at 7:02 PM by President Kaura.
- 3. Guests present:** Clint Jensen, Story Construction; Craig Kinrade, former Trustee.
- 4. Perfecting and Approving the Agenda:** Motion to approve the agenda, by Bryant, seconded by Ugulini. Motion carried.
- 5. Presentation to Craig Kinrade.** Board Members presented a plaque to Mr. Craig Kinrade for his years of service to BPL as a Trustee. Kinrade served from 2004-2021.
- 6. Capital Improvement Project:** Mr. Clint Jensen provided detailed updates on the remaining final details of capital improvement project.
 - a. Discussion/Approval of Application and Certificate for Payment:** Motion to table approval for payment by Bergeson seconded by Campbell. Motion carried.
- 7. Approval of Consent Agenda:**
 - a. Minutes of past meeting – March 2022
 - b. Financial Report
 - c. Approve Warrant list / authorize expenditures
 - d. Staff Report - March
 - e. Director's Report - March
 - f. Statistics Review

Motion to approve the above consent agenda by Campbell, seconded by Keller. Motion carried.
- 8. Public Comments:** None.
- 9. Library Foundation Update:** Awarded a \$20,000 Facebook Community Action Grant.
- 10. Friends of BPL Update:** Friend working on developing group infrastructure, policies, and procedures. Preparing for Summerfest activities and annual book sale.
- 11. City Council Liaison Report:** No report.
- 12. Old Business:**

- a. **Discussion/Decision Long-Range Plan:** Discussion and review of edits and changes to BPL Long-Range Plan goals, objectives and strategies. Motion to approve by Ugulini, seconded by Bryant. Motion carried.
- b. **Discussion/Decision Trustee Appointment:** Update provided on on-going efforts. Motion to table decision by Ugulini, seconded by Campbell. Motion carried.

10. New Business:

- a. **Discussion/Decision Library slogan/tagline.** Several options were presented and discussed. Motion to approve tagline “Imagine. Discover. Connect.” by Bergeson, seconded by Campbell. Motion carried.
- b. **Discussion/Decision Hours Open Policy.** Discussion to spend \$5258.67 in state aid dollars on Wonder Books. Motion to approve policy as amended by Ugulini, seconded by Campbell. Motion carried.
- c. **Discussion Phone and Internet Service.** Contract with current provider expires in May and Director Sanders presented information and pricing on a potential new provider in the community.

11. Board President Items: None.

12. Adjournment: Motion to adjourn by Bryant, seconded by Campbell. Motion carried. Meeting adjourned at 8:10 PM.

Next Meeting: Wednesday, May 4, 2022



Librarian items April 2022

- Plaques have been installed for items that the Foundation received donations for and the Donor wall has been updated as well. These items were purchased by the Library Foundation.
- Additional quotes have been installed in the new southern addition to the library to finish the look off.
- Library staff participated in the Chamber sponsored A Piece of Bondurant on May 1 at Brickhouse Fitness.



Adult Craft Night is always a packed house at the Library. April's craft Beach Terrariums.

Stats for April 2022

- Total Circulation for the month 6312, 3564 (2021 Pandemic) last year at this time.
- On-line usage (e-Books, Downloadable music, Tumblebooks, Hoopla (music, ebooks, streaming video), Transparent Language, Brainfuse, Adventure Pass 1060, 968 last year.
- Door Count 1593, last year 1271.
- Assisting patrons by phone, with the catalog, computers, etc. 449 and 393 last year.
- Story times- 17 were held with 96 attending, in person, last year 14 story times with 23 attending virtually.
- Total programming attendance 413 for adults, youth and children last year 76 attended.
- Website hits 8860, last year 7260.

- Internet usage in house was 241, last year 107, 1027 Wi-Fi users 297 last year, 124 hotspot were used this past month last year 75.
- Meeting room –We are beginning to take reservations for the meeting room again. April had 54 reservations by the community.
- Issued 44 new library cards. Last year we issued 20 cards during the month of April.
- The library did 30 requests for materials from other libraries and provided 83 to other libraries.
- 216 items were added to the collection and 519 were removed.
- 0 Curbside deliveries were made.
- 17 Mobile Printing.
- 0 Inside appointments. The Library has opened for full service.



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

Item No. 5.d.
For Meeting of 5/9/2022
Resolution

TITLE: - Resolution approving Water Infrastructure Fund Grant Agreement with the Iowa Finance Authority

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The American Rescue Plan Act of 2021 was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to state, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. The State of Iowa established the Water Infrastructure Fund ("WIF") to administer a portion of the SLFRF funds received by the State of Iowa. The Iowa Finance Authority is in charge of administering and disbursing funds through this program. The City of Bondurant applied for funding for the Ditch 2 Stabilization project.

The attached resolution approves a grant agreement with the Iowa Finance Authority for this project. The City worked with Polk County Soil and Water Conservation and Polk County Public Works Watershed Management Coordinator to secure this grant and is appreciative of the Soil and Water Conservation staff's efforts.

FUNDING SOURCE: Stormwater

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220509-113
2. WIF Grant Agreement (Fillable) - Bondurant Ditch 2

CITY OF BONDURANT
RESOLUTION NO. 220509-113

RESOLUTION APPROVING WATER INFRASTRUCTURE FUND GRANT
AGREEMENT WITH THE IOWA FINANCE AUTHORITY

WHEREAS the American Rescue Plan Act of 2021 was signed into law on March 11, 2021, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. This program is intended to provide support to state, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS the State of Iowa received a grant from the SLFRF; and

WHEREAS the State of Iowa established the Water Infrastructure Fund ("WIF") to administer a portion of the SLFRF funds received by the State of Iowa; and

WHEREAS the Authority is directed to receive, administer, and disburse funds from the WIF; and

WHEREAS the City of Bondurant submitted an application for WIF funding for the Ditch 2 Stream Stabilization project;

WHEREAS the City of Bondurant's application for WIF funding has been reviewed and approved by the Authority in the amount of \$300,000; and

WHEREAS the attached agreement sets out the City's responsibility for reporting to the Iowa Finance Authority in order to claim reimbursement for the grant.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa that the mayor is hereby authorized to execute the attached grant agreement.

Passed this 9th day of May 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				

WATER INFRASTRUCTURE FUND

Grant Agreement



WIF AGREEMENT NUMBER: _____

PARTICIPANT: _____

AWARD AMOUNT: _____

AWARD DATE: _____

GRANT AGREEMENT (the “Agreement”) made as of ____ day of _____, 2022 by and between the IOWA FINANCE AUTHORITY (the “Authority” or “IFA”), 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, and _____ the (“Participant”), located at _____, (Individually, a “Party”, Jointly, the “Parties”) effective as of the Award Date stated above.

RECITALS

WHEREAS, the American Rescue Plan Act of 2021 was signed into law on March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) program. This program is intended to provide support to state, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, the State of Iowa received a grant from the SLFRF; and

WHEREAS, the State of Iowa established the Water Infrastructure Fund (“WIF”) to administer a portion of the SLFRF funds received by the State of Iowa; and

WHEREAS, the Authority is directed to receive, administer, and disburse funds from the WIF; and

WHEREAS, the Participant submitted an application for WIF funding for a project (“the Project”) which is more fully described in Appendix A to this agreement;

WHEREAS, the Participant’s application for WIF funding has been reviewed and approved by the Authority; and

WHEREAS, in approving the application submitted by the Participant, the Authority has relied upon the representations of proposed Project activities, cost estimates, and other material information contained therein; and

WHEREAS, the Authority desires to disburse grant funds (the “Grant”) to the Participant for eligible purposes related to the Project, which Grant is more fully described in Appendix A to this Agreement; and

WHEREAS, the Participant accepts the Grant upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

ARTICLE I DEFINITIONS

As used in this Agreement, the following terms shall apply:

- A. “ARPA” means the American Rescue Plan Act of 2021.
- B. “Agreement” refers to this grant agreement.
- C. “Allowable Expenses” shall mean costs directly incurred by the Participant for the design, development, or construction of the Project that are eligible for reimbursement as determined by the Authority based on the provisions of ARPA and U.S. Department of Treasury guidance, rules, and regulations.
- D. “Authority” means the Iowa Finance Authority.
- E. “Grant” means the award from the Water Infrastructure Fund to the Participant for eligible Project activities.
- F. “Participant” means the eligible recipient of the Water Infrastructure Fund Grant, and may be an individual, a non-profit or for-profit corporation, a municipality or other governmental body.
- G. “Project” means new or existing eligible government services or investments funded in whole or in part by SLFRF funding. The U.S. Department of the Treasury’s guidance aligns eligible WIF projects with the Environment Protection Agency’s (EPA) Clean Water State Revolving Fund and Drinking Water State Revolving Fund’s list of eligible projects.
- H. “SLFRF” means State and Local Fiscal Recovery Funds, which were established by the American Rescue Plan Act of 2021.
- I. “WIF” means the Water Infrastructure Fund.

ARTICLE II USE OF FUNDS

The Participant shall use the Grant only for eligible uses related to the Project, in accordance with this Agreement and any applicable state or federal law including, but not limited

to, the American Rescue Plan Act of 2021 (“ARPA”), and any guidance, rules or regulations issued by the US Department of the Treasury related to ARPA.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PARTICIPANT

To induce the Authority to make the Grant referred to in this Agreement, the Participant represents and warrants that:

A. The Participant is duly authorized and empowered to execute and deliver the Agreement. All required actions on the Participant’s part, such as appropriate resolution of its governing board or council for the execution and delivery of the Agreement, have been effectively taken.

B. All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter and related materials, and no material adverse change has occurred since the Application was submitted to the Authority.

C. The contents of the Application the Participant submitted to the Authority for a WIF Grant is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Participant since the date the Participant submitted the Application to the Authority.

D. There are no actions, lawsuits or proceedings pending or, to the knowledge of the Participant, threatened against the Participant affecting in any manner whatsoever its right to execute the Agreement or to otherwise comply with the obligations of the Agreement. There are no actions, lawsuits, or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Participant, threatened against or affecting the Participant or any property involved in the Project.

ARTICLE IV COVENANTS OF THE PARTICIPANT

The Participant covenants and agrees with the Authority that:

A. The Participant will use the Grant to acquire, construct, and equip the Project, in accordance with any applicable state or federal law including, but not limited to, the American Rescue Plan Act of 2021; any guidance, rules or regulations issued by the U.S. Department of the Treasury; and the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Appendix B. The Participant will use the Grant for no other purpose without the prior written consent of the Authority.

B. The Participant agrees to undertake and complete the Project in a timely manner and to receive and expend the Grant in accordance with this Agreement.

C. The sum of the Grant and other moneys on hand or available lawfully to the Participant are sufficient to complete the Project, and the Participant understands that the Authority is not in any manner obligated to provide additional grants or any other funds for the Project.

D. The Project is reasonably expected to be completed not later than eighteen (18) months after the date of this Agreement. In the event (1) physical construction of the Project has not commenced pursuant to a duly bid and awarded construction contract within six (6) months after the date to this Agreement or (2) the Authority, in its discretion, shall determine that construction of the Project has been abandoned by the Participant, upon notice given to the Participant by the Authority, any further disbursement of the Grant funds may be terminated and any Grant funds paid to the Participant shall be repaid by the Participant to the Authority within 90 days or such longer period agreed to by the Authority.

E. The Participant will report to the Authority on the Participant's expenditure of the Grant and the status of the Project on the first day of the quarter following the date of this Agreement and on the first day of every quarter thereafter until the Participant completes the Project. At the time the Participant completes the Project, the Participant will provide promptly to the Authority a final report (the "Final Report"). All reports to the Authority will be in form and substance satisfactory to the Authority and as may be required by the United States Department of Treasury.

F. The Participant shall allow the Authority and its agents, officers and employees ready access at the Participant's offices; to the Participant's agents, officers and employees; and to its books and records, at all reasonable times from the date of this Agreement to and including the third anniversary of the day the Participant submits to the Authority its Final Report. Upon the Authority's written request therefor, the Participant will promptly provide to the Authority, at no cost to the Authority, certified copies of the Participant's books and records or any portion thereof.

G. The Participant shall maintain all records related to the Project for five (5) full years from the date of completion of the Project or the date of final disbursement of Grant funds, whichever is later.

H. The Participant will own, operate, and maintain the Project in good condition for its useful life or shall cause the Project to be so operated and maintained in accordance with this Agreement. The Participant shall pay for and maintain insurance as is customary in the State of Iowa for entities such as the Participant.

I. The Participant will establish, adjust, and maintain rates and charges at levels adequate to maintain sufficient revenues to operate and maintain, in good condition, the Project, if applicable.

J. To the extent permitted by Iowa law, the Participant agrees to indemnify, defend, and hold harmless the Authority and its agents, officers and employees from any and all claims and actions of any nature arising out of this Agreement or any action taken hereunder, the Grant or the Project or the planning, design, acquisition, construction or equipping, or operating of the Project, from all judgments or recoveries resulting therefrom and for all costs in defending or

appealing such claims or actions or judgments or recoveries, including court costs and attorneys' fees.

K. In the event any expenses associated with a Project exceeding \$10 million in total costs are to be paid or reimbursed from the Grant, the Participant will comply with the federal Davis Bacon Act, codified at 40 U.S.C. 276a-276a-5 unless separately waived by the Authority.

L. In any year in which total expenditures of Federal financial assistance including the Grant and any financial assistance received from the Authority pursuant to its state revolving loan program received from all sources exceeds \$750,000, the Participant shall comply with the Federal Single Audit Act (SAA) of 1984, as amended by the Federal Single Audit Act Amendments of 1996 (see 2 CFR 200 Subpart F) and have an audit of their use of Federal financial assistance. The Participant agrees to provide the Authority with a copy of the SAA audit within 9 months of the audit period.

M. Any publications produced with SLFRF funds must display the following language: "This project is being supported, in whole or in part, by federal award number (FAIN) SLFRF4374 awarded to the State of Iowa by the U.S. Department of the Treasury."

N. The Participant shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant application.

O. Notwithstanding any provision herein to the contrary, the Authority may require the Participant to make available and/or borrow all available funds from loans or other financial assistance, if any, made available to the Participant for the Project before all or some portion of the Grant is paid to the Participant.

ARTICLE V

CONDITIONS TO GRANT AND DISBURSEMENT OF FUNDS

Unless and until each and every one of the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Participant any amounts under this Agreement:

A. Proceeds of the Grant shall be made available to the Participant in the form of one or more periodic disbursements. The Participant shall request disbursements in a manner approved by the Authority. Expenses shall be documented in a manner acceptable to the Authority. Each Disbursement Request Form shall be signed by an authorized officer or employee of the Participant.

B. Disbursements shall be made in a timely fashion following the receipt of satisfactory information and documentation as set forth above and a determination by the Authority that the documented expenses are Allowable Expenses. Unless otherwise agreed to in writing by the Issuer, funds shall be payable via automated clearinghouse (ACH) system transfer to the account specified by the Participant.

C. The Authority reserves the right to withhold funds until it has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.

D. Unless the Authority consents in writing, no Grant disbursements shall be made more than one year after substantial completion of construction of the Project.

E. The Authority's obligation to make a disbursement of the Grant funds to the Participant under this Agreement may be terminated at the option of the Authority, without giving any prior notice to the Participant, in the event: (1) the Participant fails to undertake or perform in a timely manner any of its agreements, covenants, terms or conditions set forth herein or in any paper entered into or delivered in connection herewith; or (2) any representation or warranty made by the Participant as set forth herein or in any paper entered into or delivered in connection herewith is materially false or misleading. Any such event shall constitute an event of default. If an event of default occurs, the Authority reserves the right to, in its sole discretion and without giving any prior notice, require the Participant to repay the entirety of the Grant proceeds disbursed to the Participant within ninety (90) days of written notice delivered to the Participant.

F. Failure on the part of the Authority in any instance or under any circumstance to observe or perform fully any obligation assumed by or imposed upon the Authority by this Agreement or by law shall not make the Authority liable in damages to the Participant or relieve the Participant from fully performing any other obligation required of it under this Agreement. Neither the Authority nor any agent, attorney, member, or employee of the Authority shall in any event be liable for damages, if any, for the nonperformance of any obligation or agreement of any kind whatsoever set forth in this Agreement.

G. This Agreement does not create a debt or a liability of the Authority under the Constitution of the State of Iowa or a pledge of the faith or credit of the Authority and does not directly, indirectly or contingently obligate the Authority to levy any form of taxation, or to make any appropriation, for the payment or fulfillment of any terms of this Agreement. The Grant shall be funded solely from uncommitted and available funds held in the Water Infrastructure Fund or from other sources the Authority, in its sole discretion, may designate. It shall be a condition precedent to the disbursement of the Grant funds, or any portion thereof, that there shall be available to the Authority uncommitted funds in an amount sufficient to satisfy the Authority's obligations hereunder in the Water Infrastructure Fund.

H. If the Authority makes a determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Authority shall notify the Participant in writing that the determination has been made and this Agreement shall be canceled. Any determination by the Authority that funds are not appropriated or otherwise available shall be final and conclusive.

I. It is expressly understood and agreed that the maximum amount to be paid to the Participant by the Authority under this Agreement shall not exceed the Award Amount.

ARTICLE VI GENERAL PROVISIONS

A. All appendices to this Agreement are incorporated into this Agreement and made a part of this Agreement.

B. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

C. This Agreement may be executed in any number of counterparts, each of which shall be executed by the Authority and the Participant, and all of which shall be regarded for all purposes as one original and shall constitute one and the same instrument.

D. The Participant will give any notice or other writing to the Authority in writing by certified United States mail, postage prepaid, or hand delivery to the Iowa Finance Authority, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315, address to the attention of the Chief Bond Programs Director, or such other persons or address as shall be given properly to the Authority. The Authority may give any notice or other writing to the Participant by first-class United States mail, postage prepaid or hand delivery to the person and address set forth in Appendix A or such other person or address as shall be given properly to the Participant.

E. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be the Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Authority or the State of Iowa.

F. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties. No amendment of this Agreement will be valid unless duly authorized, executed and delivered by the Participant and the Authority.

G. Neither this Agreement, nor the Grant may be assigned by the Participant without the prior written consent of the Authority and any attempt to assign this Agreement without such consent shall be void.

H. This Agreement contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, warranties, and representations, either written or oral, expressed or implied between the parties hereto other than as herein set forth. It is expressly understood and agreed that except as otherwise provided herein this Agreement represents an integration of any and all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties hereto.

I. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, agent and principal, or other association of any kind or

relationship between the Parties hereto. Each Party shall be deemed to be an independent party contracting for the mutual benefits expected to be derived herefrom. No Party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another Party to this Agreement.

J. Neither the failure nor the delay of the Authority to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof or shall any single or partial exercise of any right, power or privilege preclude any further exercise of any other right, power or privilege.

K. The Participant agrees to pay (a) the fees, costs, and expenses in connection with the Grant, including but not limited to attorneys' fees incurred by the Authority and (b) any and all costs and fees, including but not limited to attorneys' fees and costs, incurred by the Authority in connection with the enforcement of this Agreement, in the event of the breach by the Participant of or a default under this Agreement.

L. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

M. Each and every provision of law and clause required by law, including but not limited to, ARPA and U.S. Department of the Treasury guidance, rules, and regulations, or by any funding agreement(s) executed by the Authority related to SLFRF, to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Agreement shall forthwith be physically amended to make such insertion or correction.

N. The undersigned attests, subject to the penalties of perjury, that he/she is an authorized officer or representative of the Participant, that he/she has not, nor has any other officer or representative of the Participant, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive pay, and that the undersigned has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement or is a payment to lawyers, accountants and engineers by the Participant related to customary services rendered in connection with the Grant.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

PARTICIPANT:

Participant
(*organization*): _____

By (signed): _____

Printed: _____

Title: _____

IOWA FINANCE AUTHORITY:

By (signed): _____
Aaron Smith
Chief Bond Programs Director

APPENDIX A
PROJECT AND GRANT

1. **The Project.** Please describe the Project receiving funding:

2. **Grant Award Amount** – \$ _____

3. **Participant's Notice Address:**

Attention: _____

[End of Appendix A]

APPENDIX B
U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.
3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.
 - c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
7. Compliance with Applicable Law and Regulations

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on

the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.
12. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that

are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Appendix B]



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

Item No. 5.e.
For Meeting of 5/9/2022
Resolution

TITLE: - Resolution approving Agreement with Shive-Hattery for the Professional Services Agreement for BRSC Parking Expansion Project for an amount not to exceed \$13,400

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This project includes Civil Engineering and Land Surveying services for the development of construction documents for a granular parking lot in Bondurant Recreational Sports Complex (BRSC). The project will consist of grading and construction of a granular parking lot capable of containing 140 vehicles. The parking lot will generally be located west of the baseball lots, north of Lake Petocka. The City plans to construct the lot in collaboration with the Bondurant Little League, who secured a Prairie Meadows grant for the parking. The granular lot will eventually serve as the base for a paved parking lot.

FUNDING SOURCE: BRSC Capital Fund (324-440-6799)

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220509-114
2. BRSC Parking_ProposalForServices

CITY OF BONDURANT
RESOLUTION NO. 220509-114

RESOLUTION APROVING PROFESSIONAL SERVICES AGREEMENT FOR THE
BRSC PARKING EXPANSION TO SHIVE-HATTERY IN THE AMOUNT OF \$13,400.00

WHEREAS on May 4th, 2022, the City of Bondurant received the professional services agreement for the engineering and design services agreement for the BRSC Parking Expansion Project; AND

WHEREAS the City Council approves the agreement for the engineering and design services agreement for the BRSC Parking Expansion Project; AND

WHEREAS the City plans to use grant funding secured by the Bondurant Little League to construct the parking lot.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that professional services agreement for the BRSC Parking Expansion Project to Shive-Hattery is hereby approved.

Passed this 9th day of May 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				

PROFESSIONAL SERVICES AGREEMENT

ATTN: Marketa Oliver, City Administrator
CLIENT: City of Bondurant
200 2nd St. NE
Bondurant, IA 50035

PROJECT: Bondurant Recreational Sports Complex Parking Expansion

PROJECT LOCATION: Bondurant, IA

DATE OF AGREEMENT: May 4, 2022

PROJECT DESCRIPTION

This project includes Civil Engineering and Land Surveying services for the development of construction documents for a granular parking lot in Bondurant Recreational Sports Complex (BRSC). The project will consist of grading and construction of a granular parking lot capable of containing 140 vehicles. The parking lot will generally be located west of the baseball lots, north of Lake Petoka as shown on Exhibit A.

It is anticipated this project will fall under the Iowa competitive bid threshold and will be award by the City using a competitive quote delivery.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering, Land Surveying, Construction Administration

These services will consist of the following tasks:

- 1) Topographic Survey
 - a) Complete a limited site Topographic Survey of the anticipated project area. The final survey will create a single electronic base drawing showing existing topographic information and site features as follows:
 - i) The Consultant will utilize existing survey data along with conducting field surveys to obtain topographic data, ground elevations, and cross sections required for the development of the Project with the potential to utilize aerial UAV survey equipment.
 - ii) Contours at one-foot intervals; error shall not exceed one-half contour interval.
 - iii) Show drives and parking areas.
 - iv) Indicate access to a public way such as driveways, and access to and from other adjoining properties.
 - v) Location of public and private utilities (representative examples of which are shown below) existing on or serving the surveyed property from observed evidence together with evidence from plans obtained from utility companies or provided by the client, and markings by utility companies and other appropriate sources at the time our field survey work is completed (with reference as to the source of information). We have not included any public or private utility location services in our current scope of service. The Client may perform a utility one-call and private utility locations ahead of our scheduled survey field work and we will survey all marked utilities.
 - (1) Manholes, catch basins, valve vaults, yard hydrants, or other surface indications of subterranean uses; location, size and depths where information is readily available.



- (2) Wires and cables (including their function, if readily identifiable), crossing the surveyed premises, all poles on or within ten feet of the survey limits.
 - (3) Utility company installations on the surveyed premises.
 - (4) Fire hydrants available to the property.
 - (5) Location, size, and inverts of culverts under adjacent roadway. Inverts shall be provided for both ends of culvert.
 - (6) Location, rim elevations, and inverts of public sanitary sewer line at all manholes. Next manhole beyond the property line will be included.
- vi) Location of trees four inches and over (caliper two feet above ground); location within one foot tolerance and identify deciduous or coniferous. For large groupings of densely spaced trees or shrubs, limits of the grouping(s) and an indication of predominant species will be shown. Show edge of tree lines in wooded areas within survey limits. Individual trees in heavily wooded areas will not be shown.
- 2) Design and Construction Documents
 - a) Complete site review due diligence
 - i) Obtain and review existing record documents.
 - b) Design Development
 - i) Prepare a preliminary budgetary cost opinion of the scope of anticipated construction.
 - ii) Complete a review of existing stormwater drainage.
 - iii) Develop granular parking section with input from the City
 - (1) The granular parking lot shall be designed with the understanding the parking lot may be paved in the future.
 - iv) Identify location of future trail connection.
 - v) Layout proposed parking lot geometry.
 - vi) Identify elevations and proposed grading of site.
 - (1) Develop proposed drainage plan and identify additional culverts (if necessary).
 - vii) Review preliminary design layout with Client.
 - c) Construction Documents
 - i) Prepare construction documents for the proposed improvements.
 - (1) Construction documents will include a title sheet, estimated quantities, site plan, grading plan, and relevant project details.
 - (2) Revise construction documents one (1) time based on Owner and City Staff review comments.
 - ii) Prepare technical specifications on the drawings for site work related items. We will reference standard statewide specifications as much as possible with deviations listed on the drawings.
 - iii) Provide updated cost opinion upon completion of final plans.
 - iv) Prepare and provide electronic plan files for distribution to contractors by the Owner.
- 3) Construction Phase Services
 - a) Assist the Client for the solicitation of competitive quotes.
 - b) Respond to contractor questions and issue addenda, as necessary.
 - c) Review limited submittals.
 - d) Provide limited on-site construction observation during key times of construction. We have included a maximum of three (3) trips.
 - e) Complete a final review of the completed work to confirm work was completed according to contract documents.
 - f) Assist Owner with closeout of the project.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

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

SCHEDULE

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

- It is understood the City wishes to construct the project as outlined in this Scope of Services Summer 2022.

COMPENSATION

Description	Fee	Fee Type	Total
Topographic Survey	\$2,000	Fixed Fee	\$2,000
Design and Construction Documents	\$9,200	Fixed Fee	\$9,200
Construction Phase Services	\$2,200	Fixed Fee	\$2,200
TOTAL	\$13,400		\$13,400

Fee Types:

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

Expenses:

- The Included - For Fixed Fee Type, expenses have been included in the Fee amount.

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

ADDITIONAL SERVICES

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

1. Environmental reviews including wetland delineation and ACOE permitting or approvals.
2. Any environmental permitting or testing services not listed above in our Scope of Services.
3. Design phase services associated with pavement design
4. Detailed storm drainage analysis and storm sewer network design
5. Lighting design, photometric analyses
6. Construction materials testing (anticipating providing an amendment request to the City once the required scope of these services are defined).
7. Construction Staking
8. Review and processing of construction pay applications.
9. Making changes subsequent to previously approved design decisions.
10. Additional Construction Administration and Construction Resident Engineering required due to revisions to anticipated construction schedules.
11. Geotechnical Engineering services.
12. Right of Way and Easement acquisition services.

OTHER TERMS**STANDARD TERMS AND CONDITIONS**

Copyright © Shive-Hattery June 2022

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

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

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

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

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

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

COMPLETE AGREEMENT

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

ACCEPTANCE

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

AGREEMENT

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

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

Sincerely,
SHIVE-HATTERY, INC.



Chris Bauer, PE Project Manager
cbauer@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant, IA

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

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

CC: David Fliehler, PE

Exhibit A – Project Limits





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

Item No. 5.f.
For Meeting of 5/9/2022
Resolution

TITLE: - Resolution appointing Mike Kramer to the Bondurant Community Library Board

CONTACT PERSON:
Jill Sanders, Library Director

BRIEF HISTORY & ANALYSIS: Craig Kinrade finished his Library Board term on December 31, 2021. The Board has since taken applications and interviewed candidates for a replacement board member to serve from the time of appointment through December 31, 2026. The Board met on May 4th and recommends Mike Kramer be appointed.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220509-115

CITY OF BONDURANT
RESOLUTION NO. 220509-115

RESOLUTION APPOINTING MIKE KRAMER TO THE BONDURANT COMMUNITY
LIBRARY BOARD

WHEREAS, the Library Board consists of seven (7) members, six of whom are City residents and appointed by the City council; AND

WHEREAS, the term of office of the members of the Commission shall be five (5) years; AND

WHEREAS, all members of the Board shall serve without compensation; AND

WHEREAS, Craig Kinrade finished his Library Board term on December 31, 2021; AND

WHEREAS, the Library Board received applications and interviewed candidates and recommends Mike Kramer, 304 Mulberry Dr. NW; AND

WHEREAS, Mr. Kramer would serve from appointment through December 31 2026.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointment of Mike Kramer to the Library Board is hereby approved as presented.

Passed this 9th day of May 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				



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

Item No. 7.a.
For Meeting of 5/9/2022
Public Hearing

TITLE: Public Hearing regarding Award of Contract for Underpass Project

CONTACT PERSON:

Marketa Oliver, City Administrator
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant has been planning and designing Pedestrian/Bicycle Underpass at US 65 by Oleson Dr north of Grant St. for several years.

On April 19, 2022, bids were opened by the Iowa Department of Transportation for this project. Two bids were received ranging from \$3,563,486.21 to \$4,784,941.76. The City's engineer recommends awarding the contract to the low bidder, Jenco Construction Inc.

The City has secured \$2.6 million in grant funding to assist in funding this project. Both bids were above the engineers estimate of \$2,924,036.50. City staff will request additional MPO funds if there are any available but recommends using some stormwater and other TIF road funds to fund the difference if that is not possible. This project is such a critical piece to the City's pedestrian transportation network that staff recommends moving forward.

The project is set to be completed by the end of the calendar year.

FUNDING SOURCE: Bond/Grants/TIF

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 8.a.
For Meeting of 5/9/2022
Resolution

TITLE: - Resolution approved the Award of a Construction Contract for the Underpass Public Improvement Project to Jenco Construction Inc. in the amount of \$3,563,486.21

CONTACT PERSON:

Marketa Oliver, City Administrator
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant has been planning and designing Pedestrian/Bicycle Underpass at US 65 by Oleson Dr north of Grant St. for several years. In March, the City Council approved a contract with Veenstra & Kimm 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.

On April 19, 2022, bids were opened by the Iowa Department of Transportation for this project. Two bids were received ranging from \$3,563,486.21 to \$4,784,941.76. The City's engineer recommends awarding the contract to the low bidder, Jenco Construction Inc.

The City has secured \$2.6 million in grant funding to assist in funding this project. Both bids were above the engineers estimate of \$2,924,036.50. City staff will request additional MPO funds if there are any available but recommends using some stormwater and other TIF road funds to fund the difference if that is not possible. This project is such a critical piece to the City's pedestrian transportation network that staff recommends moving forward.

The project is set to be completed by the end of the calendar year.

FUNDING SOURCE: Grants/Bond/TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220509-116

CITY OF BONDURANT
RESOLUTION NO. 220509-116

RESOLUTION APPROVING THE AWARD OF CONSTRUCTION CONTRACT FOR
UNDERPASS PUBLIC IMPROVEMENT PROJECT TO JENCO CONSTRUCTION INC.
IN THE AMOUNT OF \$3,563,486.21

WHEREAS, the City Council of the City of Bondurant has heretofore worked with the Iowa Department of Transportation to advertise for bids for the Pedestrian/Bicycle Underpass Public Improvement project; AND

WHEREAS, bids were published as required and were opened in a public bid opening by the Iowa Department of Transportation on April 19, 2022; AND

WHEREAS, the bid from Jenco Construction Inc. in the amount of \$3,563,486.21 was the lowest responsible bid received for said public improvement.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, that a contract for the Underpass Public Improvement Project, is hereby awarded to Jenco Construction Inc. in the amount of \$3,563,486.21.

BE IT FURTHER RESOLVED that work on said project may commence as soon as the final contract and bond have been approved and signed by the Mayor of the City of Bondurant and after the contractor is given a written notice to proceed by the project engineer.

Passed this 7th day of June 2021,

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				
Sillanpaa				
Driscoll				
McKenzie				
Peffer				



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

Item No. 9.a.
For Meeting of 5/9/2022
Discussion Item

TITLE: City Hall Internet

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Mi-Fiber is offering to provide internet service to the City for free for five years. To recognize the service, the City would be required to put a logo on our website and a sign in our lobby (see below). The sign and logo simply say that the Internet Service is provided by Mi-Fiber.



Staff has vetted this possibility with both the City Attorney and the Auditor, neither of whom found any reason to decline the offer.

Mi-Fiber is also providing internet service to the Bondurant Community Library.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: This is a Council policy issue.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None