

**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/>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL SEPTEMBER 26, 2022

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on September 26, 2022, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

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

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

- a. Approval of City Council Meeting Minutes of September 6, 2022
- b. Applications for City Council Approval
- c. Claims List
- d. Receive and File - 2021 Communications Report
- e. Receive and File - Library Board Meeting Minutes of August 3, 2022 & Library Director's Report
- f. - Resolution of endorsement regarding the City of Bondurant's application to the Iowa DOT's Federal Recreational Trails (FRT) Program for funding to implement the downtown Chichaqua Valley Trail extension
- g. - Resolution of endorsement for the City of Bondurant's application to the Silos & Smokestacks National Heritage Area's Large Project Grant Program
- h. - Resolution authorizing signature of the Grant Project Cooperative Agreement to allow the City of Bondurant to receive funds under the Iowa DNR's 2022 Community Forestry Grant Program and authorizing staff to take the actions necessary to fulfill the goals of the awarded applications
- i. - Resolution approving updated Water Infrastructure Funding Grant Agreement with the Iowa Finance Authority (Ditch 2 Project)
- j. - Resolution approving Tahoe Purchase for Bondurant Emergency

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

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

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Services in the amount of \$40,382

- k. - Resolution Certifying Population for recently-annexed ground (Gholds)
 - l. - Resolution approving Change Order No. 1 with Earth Works for the Ditch #2 Stream Restoration Public Improvements Project in the amount of \$6,760
 - m. - Resolution approving Pay Request No. 2 to Jenco Construction Inc. For the Highway 65 Underpass Public Improvement Project TAP-T-0747(613)-8V-77 in the amount of \$492,623.58
 - n. - Resolution authorizing the execution and delivery of a First Amendment to Loan Agreement with respect to the City's Private College Facility Revenue Bonds (Grand View University Project), Series 2012B and the Execution and deliver of Related Documents.
 - o. - Resolution approving Pay Request No. 14 for the Northeast Storm Sewer Public Infrastructure Project (Release of Retainage)
 - p. - Resolution approving Pay Request No. 3 for the Ditch #2 Streambank Restoration Project
 - q. - Resolution approving Certificate of Completion for the NE Storm Sewer Project to Absolute Infrastructure
 - r. -Resolution approving Change Order No. 3 for the additional traffic route signage needed for the Hwy 65 Underpass Project TAP-T-0747(613)—8V-77
 - s. - Resolution approving Employment Agreement
 - t. R-210607-153- Resolution Certifying Construction Costs pursuant to Commerce Crossings Development Agreement
6. Guests requesting to address the City Council
7. **Public Hearing**
- a. Public Hearing to consider plans, specifications, and contract for Franklin Street - 2nd Street, NW to former RR ROW Water Main
 - b. Public Hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement
 - c. R-220906-180Public hearing regarding adoption of the Building Bondurant Comprehensive Plan
8. Action Items

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

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- a. - Resolution awarding the contract and approving the Franklin Street Water Main Project to Thorpe Contracting LLC. in the amount of \$417,550.00
 - b. - Resolution taking additional action with respect to a Water Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a \$1,205,600 Water Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)
 - c. - Resolution adopting the Building Bondurant Comprehensive Plan
 - d. - Resolution approving Park Side Estates Preliminary Plat
 - e. R-220906-192- RETURN TO TABLE - Resolution approving Wisteria Crossing Preliminary Plat
 - f. - Resolution approving the Midstates Precast Products site plan expansion project regarding paved parking lot and a new office building
 - g. - Resolution approving 2514 Robinson Avenue, NE site plan
 - h. - Resolution Approving of the Site Plan at 2300 Shiloh Rose Parkway, SW
9. Discussion Items -
- a. Prairie Point Drainage Issues
 - b. Request to remove a tree on city-owned ROW at 1114 Lincoln Street, SE
10. Reports / Comments and appropriate action thereon:
- a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
12. Adjournment

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

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BONDURANT CITY COUNCIL

Minutes

September 6, 2022

Bondurant City Council

1. Roll Call

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

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

2. Call to Order and Declaring a Quorum

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

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Driscoll, seconded by Cox, to approve the agenda. Vote on Motion 5-0. Motion carried.

5. Consent Agenda:

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

a. Approval of City Council Meeting Minutes of August 15, 2022

b. Applications for City Council Approval

c. Claims List

d. Treasurer Report

e. Street Finance Report

f. Receive and File - Mayoral Proclamation for National Clean Energy Week in Bondurant, September 26 - 30, 2022

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

- g. Receive and File - Parks and Recreation Board Meeting Minutes from June 16, 2022 and July 21, 2022
- h. R-220906-175- Resolution approving the Modified City Council Meeting Schedule
- i. R-220906-176- Consideration of Resolution Amending Schedule of Administrative Penalties for Violations of Industrial Pretreatment Ordinance Regulating Hauled Wasted and Regulating Fat, Oil, and Grease Discharge by Food Service Establishments in Chapter 100 of the Code of Ordinances of the City of Bondurant
- j. R-220906-177- Resolution declaring certain items surplus and donating those items to the Bondurant Historical Society
- k. R-220906-178- Resolution authorizing the Mayor to Execute an Agreement with SVPA in the amount of \$68,000 for the Civic Campus Master Plan
- l. R-220906-179- Resolution appointing Jolita Uthe to the Board of Adjustment
- m. R-220906-180- Resolution affixing a date for a public hearing to consider adoption of the Building Bondurant Comprehensive Plan
- n. R-220906-181- Resolution of endorsement of the City of Bondurant's grant application request to the Iowa Economic Development Authority's Destination Iowa Program under their Outdoor Recreation Fund category for funding to implement redevelopment of the downtown Landus property
- o. O-220801-209 - (Third and Final Reading) Ordinance amending Chapter 47 of the Bondurant Code of Ordinances related to Parks regulations and establishing Dog Park Regulations
- p. R-220906-182- Resolution approving Pay Request No. 1 for the Highway 65 Underpass Project TAP-T-0747(613)-8V-77 to Jenco Inc. for \$667,420.76

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

- q. R-220906-183- Resolution approving Pay Request No. 2 to Iowa Earth Works for the Ditch #2 Streambank Restoration Project in the amount of \$234,981.50
 - r. R-220906-184- Resolution to fix a date for a public hearing on a proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$1,205,600
 - s. R-220906-185- Resolution approving Change Order No. 6 for Commerce Crossings Phase 2 Public Improvement Project in the amount of \$-109,945.36
 - t. R-220906-194- Resolution approving Pay Request No. 14 for the Commerce Crossings Phase 2 Public Infrastructure Improvement Project
 - u. R-220906-186- Resolution approving Pay Request No. 11 for the Northeast Storm Sewer Public Infrastructure Project
 - v. R-220906-187- Resolution adopting the Vision, Mission, and Values for the City of Bondurant
 - w. R-220906-188- Resolution approving proposal from Shive-Hattery in the amount of \$67,000 for Myers 2, Step 2 and Step 3 Certified Site Application work
 - x. R-220906-189- Resolution approving proposal from Shive-Hattery in the amount of \$77,000 for Timmins Industrial Park, Step 2 and Step 3 certified site application work
 - y. R-220906-190- Resolution approving proposal from Shive-Hattery in the amount of \$50,700 for Bondurant Industrial Logistics Site, Step 2 and Step 3 certified site application work
Motion by Cox, seconded by Driscoll, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None.
Absent: None. Motion carried 5-0.
6. Guests requesting to address the City Council
None.
7. **Public Hearing**

- a. Public Hearing for Contract Approval and Award of Bid for Eagle Park
Mayor Elrod opened the public hearing at 06:07 PM.
Public Works Director Horton reported that the City only received one bid, and explained the project.
Mayor Elrod closed the public hearing at 06:10 PM.
- b. Public Hearing to consider a request for rezoning from Agricultural (A-1) to Planned Unit Development (R-5) on property at Parcel 231/00021-000-108, also known as the Park Side Estates rezoning area
Mayor Elrod opened the public hearing at 06:10 PM.
Planning & Community Development Director Murray explained the rezoning and the PUD.
Eric Cannon, Snyder & Associates, answered questions regarding the trail and trail connections.
Mayor Elrod closed the public hearing at 06:18 PM.

8. Action Items

- a. R-220906-191- Resolution awarding the contract and approving the Ditch #2 Stream Restoration Bid Package #2 and Eagle Park Restoration to Synergy Contracting for the amount of \$779,103.60
Motion by Cox, seconded by Sillanpaa, to Approve R-220906-191. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- b. R-220906-192- Resolution approving the Wisteria Crossing Preliminary Plat
Seth Moulton, DR Horton, explained the development to the council which included street connections, the outlot, lot sizes, etc. Bob Veenstra, Veenstra & Kimm, Inc., explained his review of the preliminary stormwater calculations. The Council discussed stormwater, basements, parkland, etc. with the developer/builder.

Motion by Peffer, seconded by Cox, to Table R-220906-192. Roll Call: Ayes: Cox, McKenzie, Peffer, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- c. R-220906-193- Resolution approving Sanitary Sewer Master Plan Proposal for Professional Services with Veenstra & Kimm in the amount of \$18,700
Bob Veenstra, Veenstra & Kimm, Inc., explained the purpose of the sanitary sewer master plan.

Motion by Driscoll, seconded by Peffer, to Approve R-220906-193. Roll

Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None.
Absent: None. Motion carried 5-0.

- d. O-220906-210 - (First Reading) Ordinance Approving the Request for Rezoning From Agricultural (A-1) District to Planned Unit Development (PUD) on Property at Parcel 231/00021-000-108 (Park Side Estates)
Motion by Cox, seconded by Sillanpaa, to waive the first and second reading, and Approve the third and final reading of O-220906-210. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- e. O-220906-211 - (First Reading) Ordinance amending Chapter 100 of the City of Bondurant relating to the regulation of industrial wastewater and commercial wastewater
City Administrator Oliver explained to the council that the ordinance is mainly to update definitions. Bob Veenstra, Veenstra & Kimm, reported that the changes are all technical, which included high strength user modifications, rate increases, grease trap updates, etc. The changes affect the industries but not the city, and will go into effect October 1st.

Motion by Cox, seconded by Driscoll, to waive the first and second reading, and Approve the third and final reading of O-220906-211. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

9. Discussion Items -

- a. Discussion of tree at 806 Filmore Avenue, SE
Public Works Director Horton explained to the council that the homeowner is requesting to remove a tree on city property near the lot line. The council agreed not to move forward with the removal.

10. Reports / Comments and appropriate action thereon:

- a. Mayor
None.
- b. Council Members
Cox - Chamber update, BDI Conference on October 5th, Wolf Creek parkland comments.
Driscoll - Tree Board Tree Sale update, BRAVO launched their grant cycle.
Pepper - MWA update.
McKenzie - Questioned tree service program, WRA update, resident complaints.
Sillanpaa - Traffic concerns from a resident on 2nd Street, NE and Hwy 65.

- c. Administrator
Applied for three tree planting project grants, dog park update.
- d. Directors
Horton - Underpass update.
Murray - Comprehensive Plan update, P&Z meeting this week.
Kreuder - Staff update.
Sanders - Library update.

11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Motion by Driscoll, seconded by Cox, to Move into closed session at 08:06 PM. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll.
Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the closed session at 08:59 PM.

12. Adjournment
Motion by Pepper, seconded by Cox, to adjourn at 09:00 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the undersigned Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on September 6, 2022, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

Doug Elrod, Mayor

Tax Abatement Applications
September 26, 2022
City of Bondurant

Name	Address	Closing Date	Cost
Stephen Golic	519 Alpha Street, NE	6/1/2020	\$283,000
Kalala Kisimba	506 Elizabeth Lane, NW	9/1/2022	\$338,740
Diane Allen	812 Cherry Street, NW	8/19/2022	\$239,900
Alec Lovin	79 Landon Drive, NW	9/13/2022	\$439,733
Ricardo Rodriquez Rios	615 1 st Street, NW	1/11/2021	\$250,312
Meredith Justus	601 Alpha Street, NW	8/24/2020	\$295,290
Russell G. Wiederhott	701 Spruce Street, NW	9/9/2022	\$279,000

CITY OF BONDURANT

SPECIAL EVENT APPLICATION

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

(Please Print)

Name of Event Homecoming Parade

Date of Event 9/30/2022 Location Bondurant

Starting Time 2:00 Ending Time 3:15 Setup Time 1:45

Contact Person Allie Kerper Ward

ph #1 5158653803 ph #2 _____

Email kerpera@bfschools.org

Addl. Contact Erik Garnass

ph #1 5159578191 ph #2 _____

Email Garnasse@bfschools.org

Type of Event

A) Ceremony

B) Company Activity

C) Bike Event

D) Race Event

☐
☐
☐
☐

E) Fundraiser

F) Cultural Event

G) Other

☐
☐
☒

Describe the Event Homecoming Parade

City Properties: [Trailhead/The Depot](#) | [Lake Petocka](#) | [City Park](#) | [BRSC](#) | [Main Street—Empty Lot](#)

Event Details:

- Number of people tbd
- Open to the general public? yes
- Tents no
- Amplified Music yes
- Banners/Signs on floats
- Inflatable Houses/Toys no
- Trash Containers no
- Alcoholic Beverages no
- Portable Toilets no

Vendors:

- Number of Vendors none
- List of Vendors _____

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

School activities will have banners and signs on their floats describing their activity.

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

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

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

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

Traffic & Emergency Safety:

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

Please provide a map of the route.

☒ YES ☐ NO

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

☐ YES ☒ NO

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

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

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

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

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

Printed Name Allie Kerper Ward Date 9/6/22

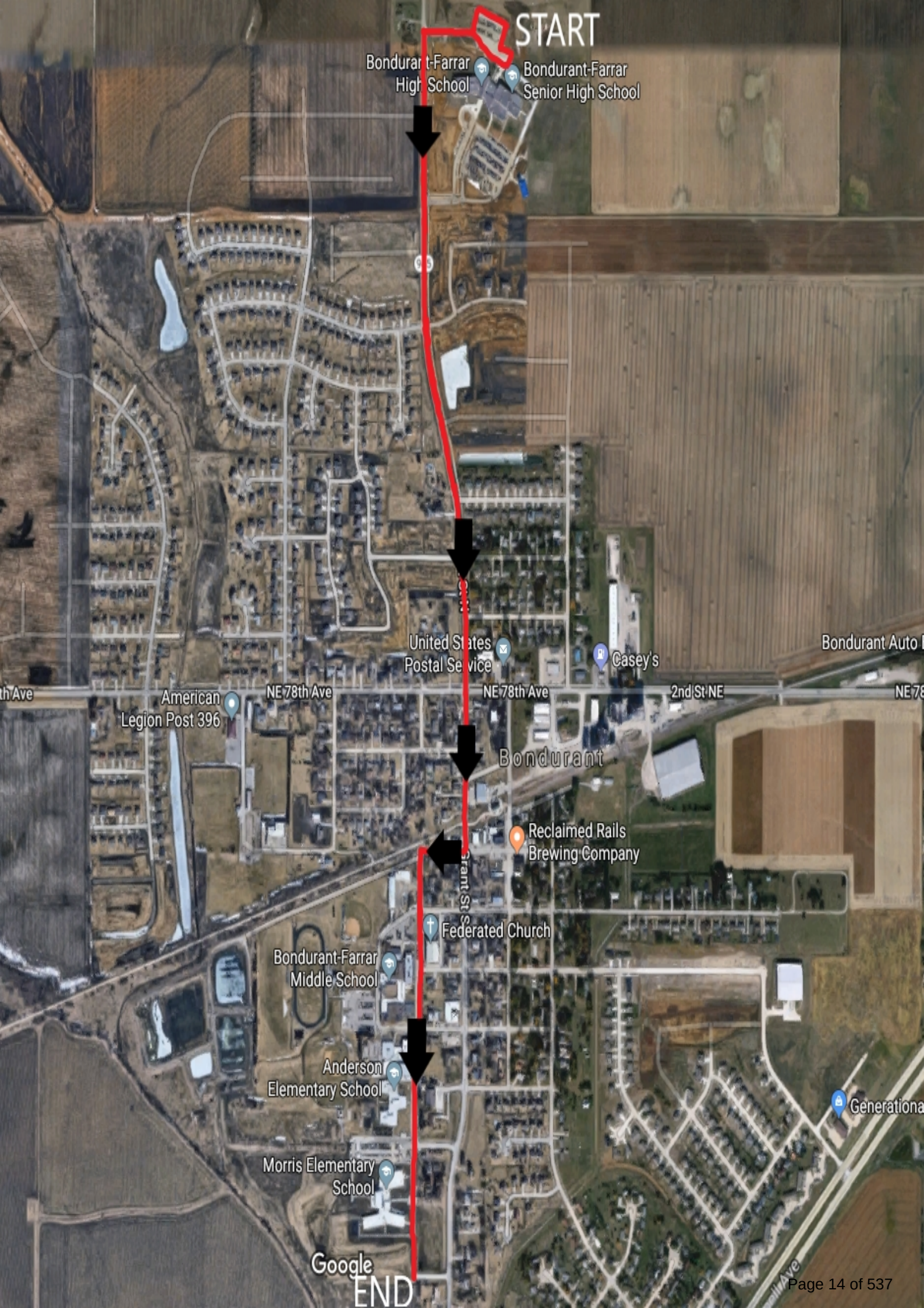
Signature Allie Kerper

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.



START

Bondurant-Farrar
High School

Bondurant-Farrar
Senior High School

United States
Postal Service

Casey's

Bondurant Auto

American
Legion Post 396

NE 78th Ave

NE 78th Ave

2nd St NE

NE 78th Ave

Bondurant

Reclaimed Rails
Brewing Company

Federated Church

Bondurant-Farrar
Middle School

Anderson
Elementary School

Morris Elementary
School

Google

END

Generational



Check Register

Packet: APPKT00655 - 9/2/22 FOR MEETING ON 9/26/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2030	ALLEGRA	09/02/2022	Regular	0.00	117.33	60837
2188	AMAZON	09/02/2022	Regular	0.00	925.10	60838
	Void	09/02/2022	Regular	0.00	0.00	60839
0048	BAKER & TAYLOR	09/02/2022	Regular	0.00	678.06	60840
2638	BOLTON & MENK, INC	09/02/2022	Regular	0.00	1,000.00	60841
0910	BONDURANT-FARRAR COMM SCHOOL	09/02/2022	Regular	0.00	350.00	60842
2241	BOOKPAGE	09/02/2022	Regular	0.00	390.00	60843
1537	BOUND TREE MEDICAL LLC	09/02/2022	Regular	0.00	422.87	60844
0081	CALHOUN-BURNS & ASSOC INC.	09/02/2022	Regular	0.00	1,923.55	60845
2504	CAPITAL ONE	09/02/2022	Regular	0.00	344.28	60846
2116	CONFLUENCE	09/02/2022	Regular	0.00	13,650.28	60847
0134	DEMCO	09/02/2022	Regular	0.00	90.44	60848
2013	EDUCATIONAL DEVELOPMENT CORP	09/02/2022	Regular	0.00	1,786.46	60849
2473	FINDAWAY WORLD LLC	09/02/2022	Regular	0.00	94.98	60850
1069	FIRST NATIONAL BANK OMAHA	09/02/2022	Regular	0.00	1,059.96	60851
1069	FIRST NATIONAL BANK OMAHA	09/02/2022	Regular	0.00	94.14	60852
2637	GENERAL TRAFFIC CONTROLS, INC.	09/02/2022	Regular	0.00	8,632.00	60853
1927	HARTER CONCRETE LLC	09/02/2022	Regular	0.00	16,250.00	60854
2577	HOOPLA	09/02/2022	Regular	0.00	534.93	60855
2161	JOHN HORTON	09/02/2022	Regular	0.00	139.50	60856
0784	IOWA PARKS & RECREATION ASSOC	09/02/2022	Regular	0.00	160.00	60857
0228	IMFOA	09/02/2022	Regular	0.00	50.00	60858
2636	IOWA DOWNTOWN RESOURCE CENTE	09/02/2022	Regular	0.00	250.00	60859
1340	KONICA MINOLTA	09/02/2022	Regular	0.00	848.23	60860
2642	KONICA MINOLTA BUSINESS SOLUTIOI	09/02/2022	Regular	0.00	645.89	60861
2619	KONICA MINOLTA PREMIER FINANCE	09/02/2022	Regular	0.00	493.73	60862
0040	MEDIACOM	09/02/2022	Regular	0.00	111.87	60863
0842	MENARDS	09/02/2022	Regular	0.00	69.92	60864
2378	MIDWEST BREATHING AIR LLC	09/02/2022	Regular	0.00	706.45	60865
1858	OVERDRIVE INC	09/02/2022	Regular	0.00	3,979.42	60866
2640	P & M APPAREL	09/02/2022	Regular	0.00	60.00	60867
1134	PETTY CASH	09/02/2022	Regular	0.00	137.50	60868
1525	REGISTER MEDIA	09/02/2022	Regular	0.00	608.16	60869
2644	RIVERSIDE IOWA PARANORMAL	09/02/2022	Regular	0.00	300.00	60870
2639	ROYAL PLUMBING LLC	09/02/2022	Regular	0.00	145.00	60871
1701	JILL SANDERS	09/02/2022	Regular	0.00	27.75	60872
1470	SCIENCE CENTER OF IOWA	09/02/2022	Regular	0.00	450.00	60873
2635	SKINNER LAW OFFICE, P.C.	09/02/2022	Regular	0.00	2,953.83	60874
0564	STOREY KENWORTHY/MATT PARROTT	09/02/2022	Regular	0.00	361.22	60875
1534	STRATUS BUILDNG SOLUTIONS IOWA	09/02/2022	Regular	0.00	851.56	60876
0404	THE UNDERGROUND COMPANY	09/02/2022	Regular	0.00	10,442.00	60877
2341	T-MOBILE	09/02/2022	Regular	0.00	354.00	60878
2641	TWO RIVERS GLASS & DOORS, INC	09/02/2022	Regular	0.00	630.00	60879
2406	UNIQUE	09/02/2022	Regular	0.00	58.25	60880
0525	US CELLULAR	09/02/2022	Regular	0.00	478.39	60881
1161	VEENSTRA & KIMM, INC.	09/02/2022	Regular	0.00	80,401.25	60882
1679	VISION ELECTRIC LLC	09/02/2022	Regular	0.00	9,200.00	60883
2563	WALSH DOOR & SECURITY	09/02/2022	Regular	0.00	197.97	60884

Check Register

Packet: APPKT00655-9/2/22 FOR MEETING ON 9/26/22

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
2643	WT COX INFORMATION SERVICES	09/02/2022	Regular	0.00	751.93	60885

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	48	0.00	164,208.20
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	90	49	0.00	164,208.20

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2022	164,208.20
			<u>164,208.20</u>



Check Register

Packet: APPKT00658 - 9/13/22 FOR MEETING ON 9/26/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2453	ABSOLUTE INFRASTRUCTURE	09/12/2022	Regular	0.00	3,341.25	60886
0065	BONDURANT DEVELOPMENT INC.	09/12/2022	Regular	0.00	1,540.00	60887
1537	BOUND TREE MEDICAL LLC	09/12/2022	Regular	0.00	1,765.48	60888
0577	CAPITAL CITY EQUIPMENT	09/12/2022	Regular	0.00	16,705.86	60889
0097	CITY OF DES MOINES	09/12/2022	Regular	0.00	67,070.60	60890
0939	OCCUPATIONAL HEALTH CTR OF SW	09/12/2022	Regular	0.00	313.00	60891
2516	CONCRETE TECHNOLOGIES INC.	09/12/2022	Regular	0.00	11,689.99	60892
1333	DANKO EMERGENCY EQUIPMENT CO.	09/12/2022	Regular	0.00	92.27	60893
2525	DINGES FIRE COMPANY	09/12/2022	Regular	0.00	1,278.00	60894
0144	DES MOINES WATER WORKS	09/12/2022	Regular	0.00	180.00	60895
2246	ETECH	09/12/2022	Regular	0.00	1,389.58	60896
2648	FIRE PROTECTION PUBLICATIONS	09/12/2022	Regular	0.00	92.00	60897
0780	FIRE SERVICE TRAINING BUREAU	09/12/2022	Regular	0.00	100.00	60898
0459	GALLS LLC	09/12/2022	Regular	0.00	464.46	60899
1927	HARTER CONCRETE LLC	09/12/2022	Regular	0.00	15,125.00	60900
0230	IOWA ONE CALL	09/12/2022	Regular	0.00	287.10	60901
2272	IAFC	09/12/2022	Regular	0.00	215.00	60902
2225	IMPACT7G	09/12/2022	Regular	0.00	997.50	60903
0210	IMWCA	09/12/2022	Regular	0.00	10,111.00	60904
2634	IOWA EARTH WORKS	09/12/2022	Regular	0.00	234,981.50	60905
2645	KJ CONSTRUCTION	09/12/2022	Regular	0.00	177.38	60906
0842	MENARDS	09/12/2022	Regular	0.00	68.86	60907
2409	MERCY NORTH PHARMACY	09/12/2022	Regular	0.00	216.05	60908
0308	MUNICIPAL SUPPLY	09/12/2022	Regular	0.00	4,749.29	60909
0286	METRO WASTE AUTHORITY	09/12/2022	Regular	0.00	37,809.34	60910
0979	NAPA AUTO PARTS	09/12/2022	Regular	0.00	135.99	60911
2192	OMNI EMS	09/12/2022	Regular	0.00	1,629.04	60912
1457	O'REILLY AUTO PARTS	09/12/2022	Regular	0.00	25.46	60913
0337	POLK COUNTY TREASURER	09/12/2022	Regular	0.00	60,267.83	60914
0337	POLK COUNTY TREASURER	09/12/2022	Regular	0.00	2,370.00	60915
1526	QUALITY TRAFFIC CONTROL INC.	09/12/2022	Regular	0.00	18,100.00	60916
1628	QUICK SUPPLY CO.	09/12/2022	Regular	0.00	666.85	60917
0564	STOREY KENWORTHY/MATT PARROTT	09/12/2022	Regular	0.00	93.53	60918
2613	STREICHER'S	09/12/2022	Regular	0.00	293.86	60919
2647	TEAM SERVICES, INC.	09/12/2022	Regular	0.00	677.66	60920
0805	U.S. POSTAL SERVICE	09/12/2022	Regular	0.00	76.00	60921
1161	VEENSTRA & KIMM, INC.	09/12/2022	Regular	0.00	414.00	60922
2595	VENDNOVATION, LLC	09/12/2022	Regular	0.00	50.00	60923
2231	VERIZON WIRELESS	09/12/2022	Regular	0.00	1,494.65	60924
0416	POSTMASTER	09/02/2022	Bank Draft	0.00	561.35	DFT0001792
0144	DES MOINES WATER WORKS	09/26/2022	Bank Draft	0.00	22.00	DFT0001793
0144	DES MOINES WATER WORKS	09/26/2022	Bank Draft	0.00	30,692.44	DFT0001794

Check Register

Packet: APPKT00658-9/13/22 FOR MEETING ON 9/26/22

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0144	DES MOINES WATER WORKS	09/26/2022	Bank Draft	0.00	51,318.06	DFT0001795

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	57	39	0.00	497,055.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	82,593.85
EFT's	0	0	0.00	0.00
	61	43	0.00	579,649.23

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2022	579,649.23
			<u>579,649.23</u>



Check Register

Packet: APPKT00657 - PYPKT00342 - 08/15-08/28/2022 PAID
09/02/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank 0106	COLLECTION SERVICES CENTER	09/14/2022	Regular	0.00	254.77	60925

Bank Code AP Bank Code Summary

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

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2022	254.77
			254.77



Check Register

Packet: APPKT00659 - 9/15/22 FOR MEETING ON 9/26/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2342	A+ LAWN AND LANDSCAPE	09/14/2022	Regular	0.00	225.00	60926
1585	BIG GREEN UMBRELLA MEDIA INC	09/14/2022	Regular	0.00	490.00	60927
2651	BRENTON MANUFACTURING & SUPPL	09/14/2022	Regular	0.00	16,032.97	60928
1718	BRICK STREET MARKET	09/14/2022	Regular	0.00	246.43	60929
1718	BRICK STREET MARKET	09/14/2022	Regular	0.00	37.54	60930
0040	MEDIACOM	09/14/2022	Regular	0.00	928.66	60931
1457	O'REILLY AUTO PARTS	09/14/2022	Regular	0.00	344.97	60932
2231	VERIZON WIRELESS	09/14/2022	Regular	0.00	2,512.23	60933

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	11	8	0.00	20,817.80
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	11	8	0.00	20,817.80

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2022	20,817.80
			20,817.80



Check Register

Packet: APPKT00661 - 9/15/22 FOR MEETING ON 9/26/22

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1452	BONDURANT AUTO BODY	09/15/2022	Regular	0.00	900.80	60934
1927	HARTER CONCRETE LLC	09/15/2022	Regular	0.00	12,267.50	60935
1989	NICOLE VAN HOUTEN	09/15/2022	Regular	0.00	197.37	60936

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	3	0.00	13,365.67
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	3	0.00	13,365.67

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2022	13,365.67
			13,365.67



Payroll Check Register

Checks

Pay Period: 8/29/2022-9/11/2022

Packet: PYPKT00346 - 8/29-9/11/22 PAID ON 9/16/22
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
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*** No Checks Created In This Packet ***



Payroll Check Register

Direct Deposits

Packet: PYPKT00346 - 8/29-9/11/22 PAID ON 9/16/22
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	09/16/2022	263.34	102936
BAILEY, BOYCE E	7104	09/16/2022	1,287.23	102937
BERGESON, JOHN W	7121	09/16/2022	1,770.40	102938
BRIGGS, ASHTON S	1511	09/16/2022	847.59	102939
BRUCE, EMMA	3141	09/16/2022	550.29	102940
BUCKLIN, JEFFERY D	1562	09/16/2022	620.62	102941
CARPENTER, JOHN C	5129	09/16/2022	1,574.51	102942
CHAPA, DAISY Y	1584	09/16/2022	939.43	102943
COLLISON, PATRICK F	5103	09/16/2022	2,166.13	102944
CORY, JOHN P	7120	09/16/2022	1,387.88	102945
CRITTENDEN, MATTHEW	1567	09/16/2022	853.26	102946
EHLE, AANNA N	1575	09/16/2022	1,898.85	102947
GERDNER, RONALD L	7122	09/16/2022	1,499.90	102948
HAGAN, SHELBY L	5118	09/16/2022	2,398.18	102949
HARMISON, TROY G	1503	09/16/2022	1,667.85	102950
HIGGINS, DAVID P.	7105	09/16/2022	1,356.15	102951
HORTON, JOHN C	7112	09/16/2022	3,211.81	102952
HORTON, JOHN C	7112	09/16/2022	100.00	102952
HUFF, TIMOTHY J	1559	09/16/2022	2,021.10	102953
HURST, MORGHAN	1570	09/16/2022	662.84	102954
JESS, JENE' N	5123	09/16/2022	3,353.62	102955
JOHNSON, ANNASTASHA	5130	09/16/2022	1,330.00	102956
KENT, RONALD D	7115	09/16/2022	897.39	102957
KING, CHRISTINA M	3143	09/16/2022	668.46	102958
KLINKER-FELD, MICHELL M	3135	09/16/2022	2,086.90	102959
KOOIKER, ASHTON BRENT	7123	09/16/2022	1,415.11	102960
KREUDER, AARON M	1441	09/16/2022	3,369.97	102961
LUING, TIFFANY A	5133	09/16/2022	1,864.34	102962
LUNDQUIST, BRADLEY D	1555	09/16/2022	538.53	102963
MANGUM, MEGAN SUSANNA	3142	09/16/2022	1,669.09	102964
MARSHMAN, CRAIG A	5125	09/16/2022	1,523.73	102965
MORRIS, REBECCA L	1504	09/16/2022	2,575.91	102966
MURRAY, MARGARET	5126	09/16/2022	3,166.10	102967
OLIVER, MARKETA S	8403	09/16/2022	300.00	102968
OLIVER, MARKETA S	8403	09/16/2022	3,043.22	102968
PEZLEY, ISAAC J	5132	09/16/2022	2,070.67	102969
PHIPPS-BUCKLIN, CHANTEL E	4145	09/16/2022	413.46	102970
REYNOLDS, RAY A	1537	09/16/2022	874.22	102971
SANDERS, JILL C	3128	09/16/2022	2,994.95	102972
SCHINCKE, MEGAN	3137	09/16/2022	470.82	102973
SCHINCKE, MEGAN	3137	09/16/2022	1,098.59	102973
SPOERRY, DANIELLE M	1527	09/16/2022	1,274.85	102974
SUMMERS, ALAN C	1534	09/16/2022	1,550.51	102975
VAN HOUTEN, NICOLE M	5121	09/16/2022	1,383.18	102976
WILIMEK, RACHEL R	1580	09/16/2022	1,550.69	102977



Payroll Check Register

Report Summary

Packet: PYPKT00346 - 8/29-9/11/22 PAID ON 9/16/22
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	45	68,561.67
Total	45	68,561.67



Refund Check Register

Refund Check Detail

UBPKT03057 - Refunds 01 UBPKT03055 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01061-03	K. JOHNSON CONSTRUCTION LLC	9/2/2022	60808	66.66			66.66	Generated From Billing
01-01170-02	JOSHUA BAIRD	9/2/2022	60809	67.88			67.88	Generated From Billing
01-01179-01	DEBORD, ANDRE	9/2/2022	60810	83.95			83.95	Generated From Billing
01-01302-04	SOLINGER, JOHN K	9/2/2022	60811	83.95			83.95	Generated From Billing
01-01848-03	BROWN, SHIANNE R	9/2/2022	60812	124.75			124.75	Generated From Billing
01-02373-10	WILKIE, BRIAN J	9/2/2022	60813	127.52			127.52	Generated From Billing
01-02391-14	LECLERE, ANDREW	9/2/2022	60814	129.81			129.81	Generated From Billing
01-02417-10	MCGLOTHLEN, CHAD	9/2/2022	60815	95.52			95.52	Generated From Billing
01-02553-08	BUTLER, SARA J	9/2/2022	60816	114.83			114.83	Generated From Billing
01-02727-03	MALLORY SMITH	9/2/2022	60817	65.59			65.59	Generated From Billing
01-02771-04	PETERS, MADISON L	9/2/2022	60818	118.64			118.64	Generated From Billing
01-03125-13	NEWELL, DONALD R	9/2/2022	60819	91.67			91.67	Generated From Billing
01-06220-01	FLORES, ELEAZAR	9/2/2022	60820	123.98			123.98	Generated From Billing
02-01511-04	WEEKS, JOSEPH	9/2/2022	60821	97.46			97.46	Generated From Billing
02-01587-02	COREY J GOULD	9/2/2022	60822	153.34			153.34	Generated From Billing
02-01588-03	DEVIN WEATHERINGTON	9/2/2022	60823	66.35			66.35	Generated From Billing
04-02056-01	DIANE WALMSLEY	9/2/2022	60824	73.98			73.98	Generated From Billing
05-02622-01	RICHARD & CORINNE MCGEE	9/2/2022	60825	73.98			73.98	Generated From Billing
06-02369-10	LINDSAY, ERIC	9/2/2022	60826	131.34			131.34	Generated From Billing
06-02466-05	HANIG, KALEM	9/2/2022	60827	116.35			116.35	Generated From Billing
08-03385-09	ADAMS, KEN	9/2/2022	60828	75.96			75.96	Generated From Billing
10-02810-02	IAN HOUGLAND	9/2/2022	60829	154.49			154.49	Generated From Billing
10-02856-03	MENDOZA, DANIEL	9/2/2022	60830	108.72			108.72	Generated From Billing
12-01162-02	CASEY KERKMANN	9/2/2022	60831	1.13			1.13	Generated From Billing
14-03159-02	JASSEH, SAMBA	9/2/2022	60832	124.75			124.75	Generated From Billing
15-01445-02	JACOB APPLGATE	9/2/2022	60833	60.97			60.97	Generated From Billing
16-01436-00	TIMBERCREST HOMES LLC	9/2/2022	60834	249.38			249.38	Generated From Billing
16-01439-00	TIMBERCREST HOMES LLC	9/2/2022	60835	273.98			273.98	Generated From Billing
16-01703-00	GREENLAND HOMES	9/2/2022	60836	117.88			117.88	Generated From Billing
Total Refunds: 29			Total Refunded Amount:	3,174.81				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	3174.81
Revenue Total:	3174.81

General Ledger Distribution

Posting Date: 09/01/2022

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-3,174.81	Yes
	600-050-2141	APPLIED CREDITS	3,174.81	
	600 Total:		0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-3,174.81	
	999-050-2300	DUE TO OTHER FUNDS	3,174.81	Yes
	999 Total:		0.00	
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT03084 - 9/19/22 - REFUND DOUBLE PAYMENT 12-01192-03

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
12-01192-03	MCDERMOTT, MATTHEW J	9/19/2022	60937	111.24			111.24	Deposit
Total Refunds: 1				Total Refunded Amount:	111.24			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	111.24
Revenue Total:	111.24

General Ledger Distribution

Posting Date: 09/19/2022

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-111.24	Yes
	600-050-2141	APPLIED CREDITS	111.24	
	600 Total:		0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-111.24	
	999-050-2300	DUE TO OTHER FUNDS	111.24	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



Refund Check Register

Refund Check Detail

UBPKT03134 - HYDRANT METER REFUND 16-01775-00

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
16-01775-00	TEMPLE HOLDINGS, LP	9/20/2022	60938	1,404.39			1404.39	Deposit
Total Refunds: 1				Total Refunded Amount:	1,404.39			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1404.39
Revenue Total:	1404.39

General Ledger Distribution

Posting Date: 09/20/2022

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER	600-000-1101	CLAIM ON POOLED CASH	-1,404.39	Yes
	600-050-2141	APPLIED CREDITS	1,404.39	
	600 Total:		0.00	
Fund: 999 - POOLED CASH	999-000-1100	POOLED CASH	-1,404.39	
	999-050-2300	DUE TO OTHER FUNDS	1,404.39	
	999 Total:		0.00	Yes
	Distribution Total:		0.00	



Refund Check Register

Refund Check Detail

UBPKT03137 - BF SCHOOL CONSTRUCTION 16-01604-00

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
16-01604-00	STORY CONSTRUCTION	9/20/2022	60939	150.00			150.00	Deposit
Total Refunds: 1				Total Refunded Amount:	150.00			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	150.00
Revenue Total:	150.00

General Ledger Distribution

Posting Date: 09/20/2022

	Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER				
	600-000-1101	CLAIM ON POOLED CASH	-150.00	Yes
	600-050-2141	APPLIED CREDITS	150.00	
	600 Total:		0.00	
Fund: 999 - POOLED CASH				
	999-000-1100	POOLED CASH	-150.00	
	999-050-2300	DUE TO OTHER FUNDS	150.00	Yes
	999 Total:		0.00	
Distribution Total:			0.00	



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

Item No. 5.d.
For Meeting of 9/26/2022
Receive and File

TITLE: Receive and File - 2021 Communications Report

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 2021 Communications Report



2021 Communications Annual Report

January 1, 2021 – December 31, 2021



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Contact Information

City of Bondurant
Parks and Recreation Department
200 2nd St NE
PO Box 37
Bondurant, IA 50035

www.cityofbondurant.com

Communications & Events Specialist – Nicole Van Houten
515-630-6982
nvanhouten@cityofbondurant.com



City of Bondurant, Iowa (Official)



@CityofBondurant



cityofbondurant



City of Bondurant



City_of Bondurant



City of Bondurant

Also featured in:



The Bounce E-Newsletter

www.cityofbondurant.com
Nicole Van Houten
Communication & Event Specialist
515-630-6982
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Communications Team

‘COMMUNICATIONS WITH A TEAM APPROACH’

The Communications & Events Specialist and City Administrator are the lead staff members of the Communications Team. The Communications Team provides department perspectives and professional insights on City Communications. Broadly, there is one representative from each department on the Communications Team.

The Communications Team consists of:

- City Administrator
- Fire Chief
- Director of Finance
- Public Works Director
- Director of Planning & Development
- Library Director

The core work of the Communications Team is to:

- Provide departmental and professional perspectives on Communications.
- Assist in the development of Communication pieces
- Assist in the implementation of publishing Communication pieces
- Provide periodic feedback on the evaluation of the Communication pieces

Mission

Provide Bondurant residents with information about current events, urgent alerts, upcoming projects, and city services, and share the city's strategic priorities, including the long-term vision, while using communication tools that will help keep local and surrounding communities informed.

www.cityofbondurant.com

Nicole Van Houten

Communication & Event Specialist

515-630-6982

nvanhouten@cityofbondurant.com

Vision

To grow our viewership, target our audience, and engage in a productive manner by:

1. Building the City's brand, driving traffic to the City's website, promoting events, and increasing engagement.
2. Development of a Policy that will guide the City's Communication goals and visions.

Goals

1. Increase social media following by 8% each year (Facebook, Instagram, Twitter, and LinkedIn).
2. Increase brand recognition and promote a positive image in the community.
3. Increase the top three KPIs to improve City's website SEO.
4. Develop and maintain monthly posting benchmarks to engage the audience and keep the City's message relevant on social media.

Objectives

Tactic	Goal
Ensure the most up-to-date and accurate information is on our website	2, 3
Raise awareness of programs, classes, facilities, amenities, and rental opportunities within Bondurant Parks and Recreation	1, 2, 4
Improve website profiles to increase SEO	2, 3

Principals

Communication may simply be the transfer of information, thoughts, or ideas to create shared understanding between the City and the receiver. The information may be written or spoken, professional or social, personal, or impersonal.

On Brand

The style and method of communication are consistent. We promote a cohesive organizational identity that reflects the community's pride.

Proactive

The information we share is responsive to community needs. Our communication platforms are easy-to-use, accessible to all, up-to-date, and intuitive.

Professional

The information we share is concise and consistent. We efficiently communicate with plain language, ensuring the words we use are easy to read and understand and value our stakeholders' time and attention.

Open

We maintain a friendly and welcoming tone when sharing information and ideas. We share our innovative ideas in a clear and concise manner.

Informative

The information we share is useful, interesting, or entertaining.

Website Overview

According to Behavior & Information Research Journal, it takes about 0.05 seconds for users to form an opinion about your website, which determines if they stay or leave.

New and Improved Content

Actions taken throughout the year to create new and improved content include:

- **Invested in a new cloud-based budget and performance management software** which breaks down the city's finances, demographics, capital projects, and debt.
- **New look and feel of the projects page** due to the new budget transparency page the project's page on the website shows all capital projects that residents can view at any time. This software features an interactive aerial map.

These past few years have been a few years of data collection for the new and enhanced website through CivicCMS. In the pie graph, you can see a large increase in New Visitors. This is outstanding.



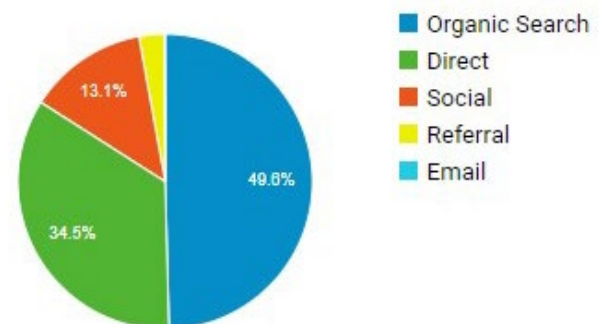
Key performance indicators (KPI) are quantifiable measures that gauge the City's performance against a set of targets, objectives, or industry peers.

Search Engine Optimization (SEO) performance drives better website traffic results.

There are many KPIs that could be tracked, but below are the top three KPIs the City of Bondurant will pay attention to for increased SEO:

1. **Organic Traffic** –measures how many visitors comes to the City's website from organic search results. Organic marketing is a non-paid method. This covers the main SEO objective: growing the number of people seeing and visiting the City's website.
2. **Search Ranking** – the higher your website ranks for relevant keywords, the better. This covers the City's reach objective such as increased traffic.
3. **Branded Traffic** – this is the traffic that comes from users who searched for the terms that contains the City's name. This covers the City's brand awareness objective.

Top Channels



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Below includes the report of organic keywords typically used when searching for the City of Bondurant in a search engine. As this data is tracked moving forward, we will set benchmarks.

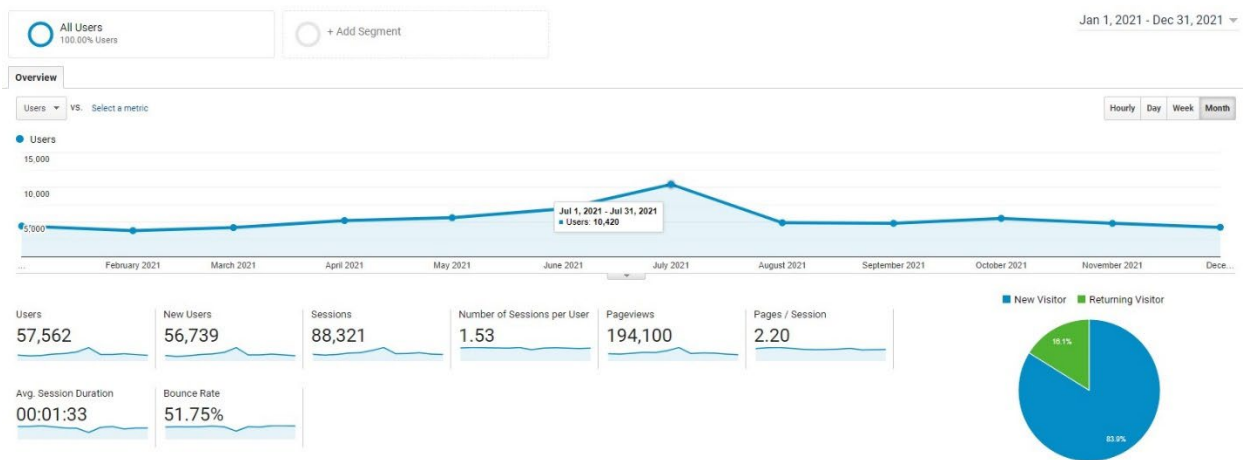
Organic keywords ⓘ

All keywords	New	Lost	Improved	Declined
5.04K	139	93	68	65
Keyword	Position	Volume	CPC, \$	
bondurant	1	6.6K	0.52	
bondurant ia	1	5.4K	0.00	
bondurant iowa	1	4.4K	0.00	
city of bondurant	1	590	0.00	
bondurant library	1	390	0.00	
Show all				

Data drawn from Serpstat

Below is a graph showing the level of traffic to the website throughout the year. It is interesting to know that July is our peak month.

In July, the top three pages accessed was the public service announcement about the new radar sign program implemented by Public Works in Bondurant, minutes and agendas, and the Bondurant Community Library subsite.



Data drawn from Google Analytics

During 2021 the organic search traffic total included 35k users, 27k new users, 47.6k sessions, with the average user spending 1.58 minutes reviewing the page. Below is a

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report showing the organic search traffic results and the leading landing pages. This is something new to track and set benchmarks.

Organic Search Traffic

Jan 1, 2021 - Dec 31, 2021

Users	New Users	Sessions	Pages / Sessions	Avg. Session Duration	Bounce Rate	Goal Completions
35K +59%	27K +68%	47.6K +55%	2.42 -7%	00:01:58 -11%	47.64% +7%	0 0

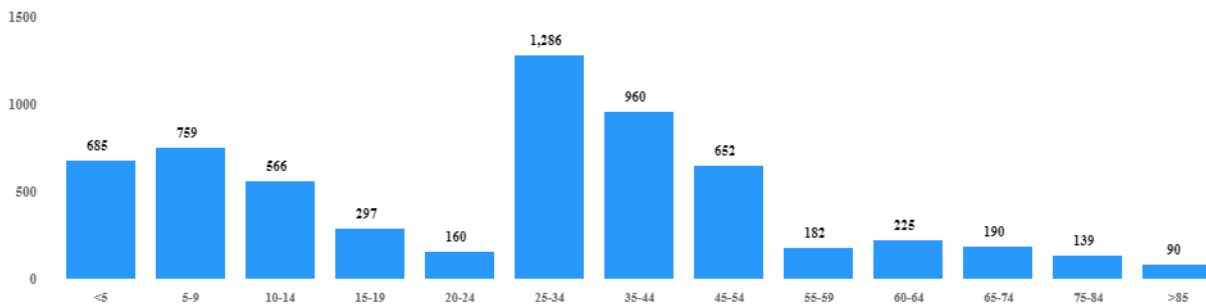
Landing Pages:

Landing Page	Keywords		Users		Sessions		Bounce Rate	Goal Completion (% of total)
	Semrush	CSC	All	New	All (% of total)	Pages	Avg. Duration	
Bondurant IA https://www.cityofbondurant.com/	0 0	N/A	8,988 +36%	7,601 +42%	14,607 (30.72%) +37%	3.2 -3%	00:02:40 -7%	39.47% +13%
Bondurant Community Library Bondurant IA https://www.cityofbondurant.com/bondurant-community-library	0 0	N/A	3,059 +58%	2,455 +69%	5,393 (11.34%) +41%	2.34 +3%	00:01:38 -9%	41% +3%
Utilities Department Bondurant IA https://www.cityofbondurant.com/utilities-department	0 0	N/A	1,071 +23%	834 +30%	1,346 (2.83%) +24%	2.91 -15%	00:02:20 -18%	22.51% +13%
Lake Petocka Bondurant IA https://www.cityofbondurant.com/fishing-bondurant/pages/lake-petocka	0 0	N/A	936 +952%	869 +910%	1,138 (2.39%) +1027%	1.45 -12%	00:01:19 +111%	64.86% +1%
Community Events and Festivals Bondurant IA https://www.cityofbondurant.com/community-events-and-festivals	0 0	N/A	916 +28%	780 +29%	1,066 (2.24%) +32%	1.63 -15%	00:01:18 -33%	33.58% +9%
Code of Ordinances Bondurant IA https://www.cityofbondurant.com/government/pages/code-ordinances	0 0	N/A	727 +28%	540 +29%	917 (1.93%) +32%	1.8 -15%	00:01:42 -33%	69.57% +9%
Employment & Human Resources Bondurant IA https://www.cityofbondurant.com/government/pages/employment-human-resources	0 0	N/A	646 +87%	505 +88%	835 (1.76%) +77%	1.46 -3%	00:00:52 +17%	63.23% -5%

Analytics drawn from Semrush

Overall, in 2021, the majority of website viewership travels from the homepage to the Bondurant community library, minutes and agendas, or the employment page.

Analytics has been saved and shared with each department to gain a better understanding of what links have the most traffic in each department. This will allow us to enhance each department's website presence and/or eliminate superfluous content.



Population by Age Group

The city's website viewers access information from their mobile devices (about 52.57%) or desktop (about 45.86%). There are only a small percentage using tablets (about 1.57%). This helps us determine how to frame content (more vertical). From 2020 to 2021 there has been a 2.61% increase in mobile users.

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☐	Device Category ?	Acquisition			Behavior		
		Users ? ↓	New Users ?	Sessions ?	Bounce Rate ?	Pages / Session ?	Avg. Session Duration ?
		57,562 % of Total: 100.00% (57,562)	56,752 % of Total: 100.02% (56,739)	88,321 % of Total: 100.00% (88,321)	51.75% Avg for View: 51.75% (0.00%)	2.20 Avg for View: 2.20 (0.00%)	00:01:33 Avg for View: 00:01:33 (0.00%)
☐	1. mobile	30,226 (52.57%)	29,920 (52.72%)	45,967 (52.05%)	58.64%	1.84	00:01:14
☐	2. desktop	26,365 (45.86%)	25,964 (45.75%)	41,059 (46.49%)	44.01%	2.60	00:01:53
☐	3. tablet	903 (1.57%)	868 (1.53%)	1,295 (1.47%)	52.74%	2.27	00:01:54

Analyst: Nicole Van Houten

Social Media Overview

The City of Bondurant uses social media as a communication tool. The various social media platforms increase awareness about the City and the services provided through coordinated campaigns. It also cultivates the City of Bondurant's brand.

Each social media platform performs differently and reaches various age demographics. It is vital to improve trust with the community through each of the channels and increase engagement consistently.

Current social media strategy is to develop and maintain a consistent amount of content to engage the audience and keep our message relevant. Construct an annual content calendar to better guide applicable topics by season, month, and week.

Once the algorithm is established with consistent amount of content, then each social media platform will stage its purpose. Because Instagram's platform is visual based, it should be used to tell Bondurant's story. Continue to publish pictures showing the quality-of-life Bondurant has to offer introducing people to Bondurant IA and to promote the connection Bondurant offers its residents. Twitter's platform is more information based. Twitter content should be more about city reminders, resident tips, and guidance, or incorporate polls to ask questions, used for profiling leaders, and recognizing historical facts. Facebook is the social hub for all content. Most successful posts are events, live videos, or redirecting audiences to a URL.

[Facebook](#) (4,700 followers)

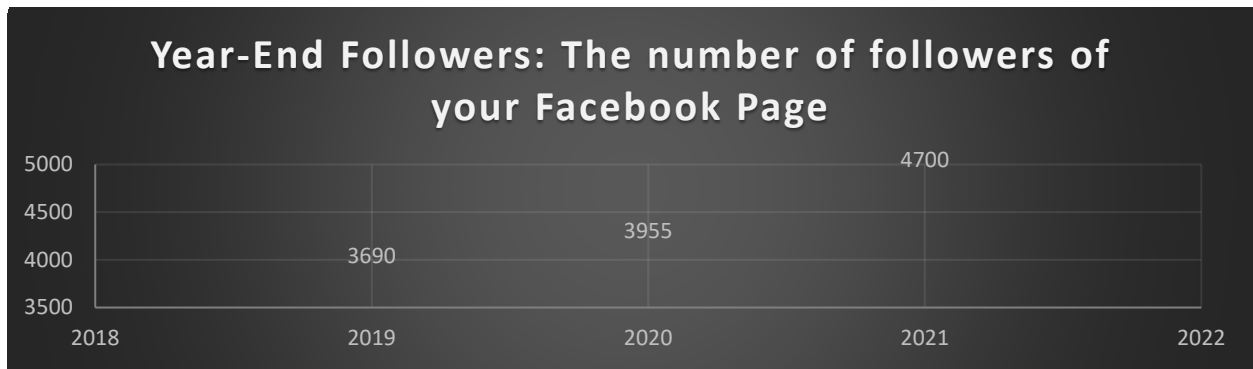
Facebook is the world's most-used social platform (work cited <https://www.hootsuite.com/pages/digital-trends-2021>). More than half of American users check Facebook several times per day (work cited <https://blog.hootsuite.com/how-often-to-post-on-social-media/>).

Posting often and posting relevant content isn't impactful if the content is not seen. Getting your content in front of our audience at the right times is key to build awareness, increase engagement, and drive traffic. Here is what the data is telling us:

- Based on impressions these are the best days and times to post
 - Sundays at 2 p.m.
 - Fridays at 1 p.m.
 - Mondays at 6 p.m.
- Based on the times our audience is most active online the best days and times to post
 - Monday at 8 p.m.
 - Sunday at 8 p.m.
 - Tuesday at 8 p.m.
- Based on engagement rates the best days and times to post
 - Tuesday at 6 p.m.
 - Friday at 11 a.m.
- Based on post link clicks the best days and times to post
 - Monday at 1 p.m.
 - Monday at 3 p.m.
 - Friday at 1 p.m.

The goal is to track growth and increase the audience. To better reach this goal Hootsuite was added in August of 2020. The use of Hootsuite that publishes content among all social platforms. There is more content being distributed.

The bar chart below shows a **15.9% increase from 2020 to 2021**, which is a large increase of Facebook followers.



 Marketing Data Analyst: Nicole Van Houten

Below are the top Facebook posts for 2021 tracked by reach. Reach is the number of people who saw your post at least once. Reach is different from impressions, which may include multiple views of your post by the same people.

Many of the social campaigns are related to Parks and Recreation Events.

Recent content ↑↓	Type	Reach ⓘ ↓
 2021 Merry & Bright Parade Nov 8, 2021	Boost unavailable	14,635
 10th Annual Bondu Spook-Tacular Aug 26, 2021	Boost unavailable	11,926
 Free Flick Friday Aug 30, 2021	Boost unavailable	11,171
 6th Annual Winter Chowder Ride Dec 13, 2021	Boost unavailable	10,381
 Chris Norton's Hometown Showing... Jun 2, 2021	Boost unavailable	8,487
 Touch-A-Truck Jul 14, 2021	Boost unavailable	7,752
 Teal is the new orange, and not jus... Oct 21, 2021	Post	7,388
 The Gay Lea Wilson underpass proj... May 26, 2021	Post	6,351
 This is a Bondurant Tradition which... Dec 11, 2021	Post	5,983

Below are the top Facebook posts for 2021 tracked by likes and reactions.

Recent content ↑↓	Type	Reach ⓘ ↑↓	Likes and reactio... ⓘ ↓
 Last week the City Council met in r... Dec 29, 2021	Post	Boost unavailable	3,019
 Four years ago, Bondurant jumped... Sep 14, 2021	Post	Boost unavailable	3,684
 It has been 20 years since many liv... Sep 11, 2021	Post	Boost unavailable	3,360
 Next weekend bring the family to ... Jun 17, 2021	Post	Boost unavailable	5,335
 Turn UP your volume and checkout... Dec 3, 2021	Post	Boost unavailable	3,982
 The Gay Lea Wilson underpass proj... May 26, 2021	Post	Boost unavailable	6,351
 The City of Bondurant aimed to cre... Aug 11, 2021	Post	Boost unavailable	5,776
 The City of Bondurant Beggars' Ni... Oct 5, 2021	Post	Boost unavailable	2,038
 Congratulations Eric and Tessa! The... Aug 24, 2021	Post	Boost unavailable	2,240

The goal is to maintain monthly posting benchmarks to engage the audience and keep the City's message relevant. Most studies agree that once per day is optimal, with a maximum of two posts per day. Hubspot found that pages under 10,000 fans experienced a 50% drop in engagement per post is they posted more than once per day. At a minimum, you should post to your Facebook Page three times per week (Work Cited: <https://blog.hootsuite.com/how-often-to-post-on-social-media/>)



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Twitter (724 followers)

Ended 2021 with 724 followers, which is a 11.6% increase from 2020.

Posting often and posting relevant content isn't impactful if the content is not seen. Getting your content in front of our audience at the right times is key to build awareness, increase engagement, and drive traffic. Here is what the data is telling us:

- Based on impressions these are the best days and times to post
 - Tuesday at 3 p.m.
 - Friday at 7 a.m.
 - Thursday at 6 p.m.

Our Twitter page doesn't get much engagement or drive much traffic to our website. The best mode to gauge is the viewership or impressions.

October and December had the most profile visits and below are the top tweets, top mentions, top media, and top followers from those two months.

Oct 2021 • 31 days

TWEET HIGHLIGHTS

Top Tweet earned 1,723 impressions

The City of Bondurant is excited to be updating the City's long-range comprehensive plan. Public engagement is key to identifying a vision for Bondurant and will obtain through many engagement opportunities. This is one of them! ow.ly/WBSs50Gtmz2
pic.twitter.com/PLwzlvfvp



[View Tweet activity](#) [View all Tweet activity](#)

Top mention earned 50 engagements

 **NRC, Inc.**
@nrc_inc · Oct 14

We're so excited to announce the 2021 #VOPAWards winners and finalists. Congrats @CityofTualatin, @CityofClive, @CityofDecaturGA, @CityofEagan, @HonoluluGov, @Middleton_WI, @CityofMarionIA, @DePere, @CityofBondurant, @CityofRochMN, and @CityofOshkosh. @ICMA @Polco_us

 8  8

[View Tweet](#)

Top media Tweet earned 687 impressions

Hey, Bondurant! Get outside!

Earlier this week the Iowa Department of Natural Resources stocked the Eagle Park Ponds with largemouth bass. Find more details on the city's website: ow.ly/nEi750GnYaK
pic.twitter.com/1e0hlhadt



 1

[View Tweet activity](#) [View all Tweet activity](#)

Top Follower followed by 139 people



Polk County Health Services
@PolkHealth FOLLOWS YOU

Creating opportunities for those with mental illnesses and disabilities.

[View profile](#)

OCT 2021 SUMMARY

Tweets	37	Tweet impressions	8,687
Profile visits	831	Mentions	4
New followers	9		

TWEET HIGHLIGHTS

Top Tweet earned 498 impressions

This is a Bondurant Tradition which dates back many years ago. Bondurant men and women would come together to play this classic card game.
Registration Link: ow.ly/WxNS50H8jcf
pic.twitter.com/uAHd13gzBn



1 2

View Tweet activity View all Tweet activity

Top mention earned 51 engagements

 **GFOA**
@GFOA · Dec 16

And the winners are ... @AustinWater, @bloomington_mn, @cityofbondurant, @cookcountygov, @JerseyCity, @MiamiDadeCounty, and @rivconow

Learn more: gfoa.org/materials/afe-...

#GFOA #localgov
pic.twitter.com/gfQsGdLHlv



1 3 7

View Tweet

DEC 2021 SUMMARY

Tweets	31	Tweet impressions	6,312
Profile visits	908	Mentions	5
New followers	6		

Top Follower followed by 40.7K people



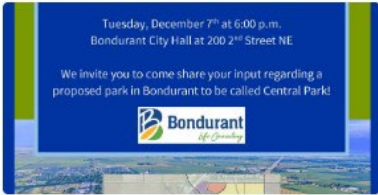
NWS Des Moines 
@NWSDesMoines FOLLOWS YOU

Official Twitter account for the National Weather Service Des Moines. Details: <https://t.co/xc4zOK5Gt6>.

View profile

Top media Tweet earned 207 impressions

Let's DREAM! Bring your ideas to the Community Public Input Meeting at City Hall on Tuesday to THINK, IMAGINE, and DREAM about parks.
pic.twitter.com/TwJkIklj0



2

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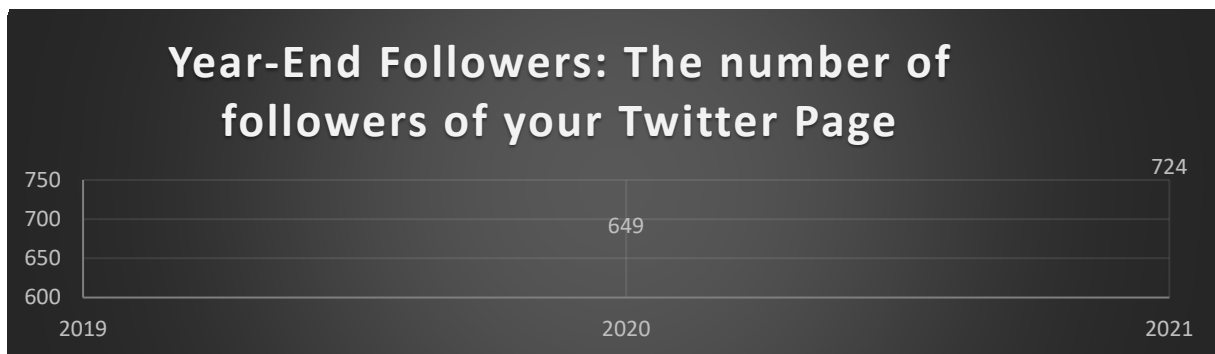
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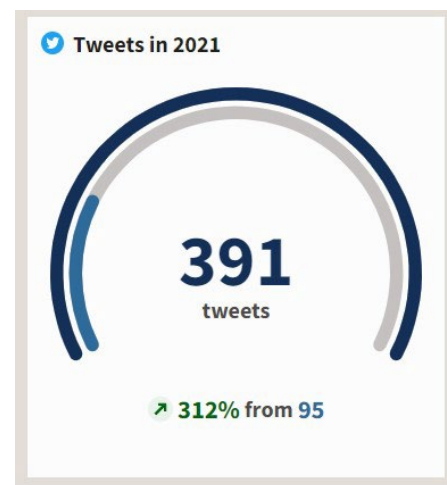
March, April and July had the most Impressions. Below are the Top Tweets from those months.



The goal is to track growth and increase the audience. Below is a chart that shows a 11.6% increase from 2020.



The goal is to maintain monthly posting benchmarks to engage the audience and keep the City's message relevant. Most studies agree that one to five tweets per day is optimal. (Work Cited: <https://blog.hootsuite.com/how-often-to-post-on-social-media/>)



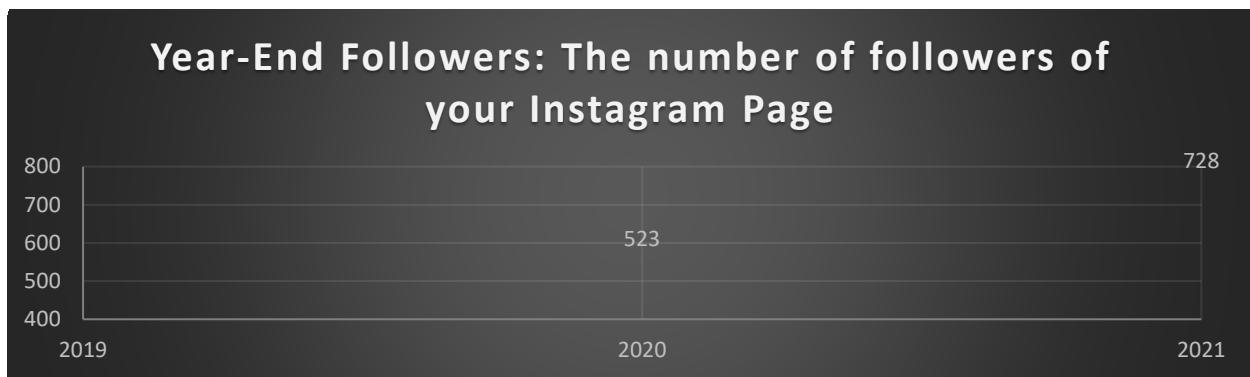
Instagram (728 followers)

The City of Bondurant's Instagram account was created August 27, 2016, and is slowly gaining a following. The initial goal was to share Recreational Events with the community. The City ended 2021 with 728 followers on Instagram. This is a 39% increase in followers from 2020.

Posting often and posting relevant content isn't impactful if the content is not seen. Getting your content in front of our audience at the right times is key to build awareness, increase engagement, and drive traffic. Here is what the data is telling us:

- Based on impressions these are the best days and times to post
 - Friday at 1 p.m.
 - Thursday at noon
 - Monday at 3 p.m.
- Based on the times our audience is most active online the best days and times to post
 - Sunday at 8 p.m.
 - Wednesday at 8 p.m.
 - Wednesday at 9 p.m.
- Based on engagement rates the best days and times to post
 - Friday at 1 p.m.
 - Thursday at noon
 - Saturday at 3 p.m.

The goal is to track growth and increase the audience. Below is a chart showing a 39% increase in followers from 2020.



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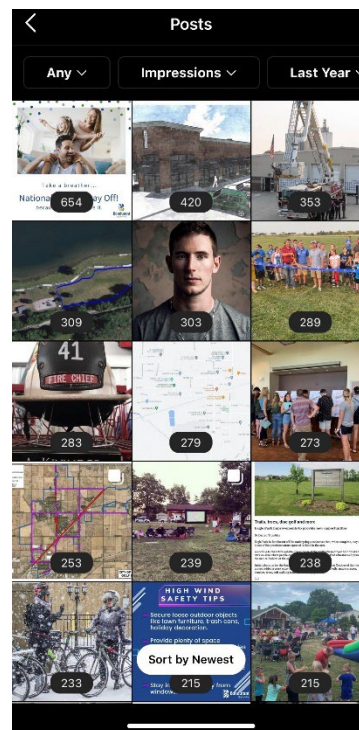
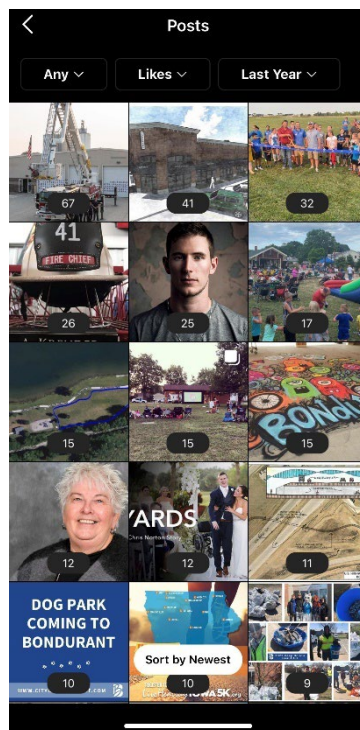
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Below are the top Instagram posts for 2021 tracked by impressions and number of likes. Impressions are the total number of times your content had been seen.



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The goal is to maintain monthly posting benchmarks to engage the audience and keep the City's message relevant. Most studies agree that three to seven posts a week is optimal. (Work Cited: <https://blog.hootsuite.com/how-often-to-post-on-social-media/>)



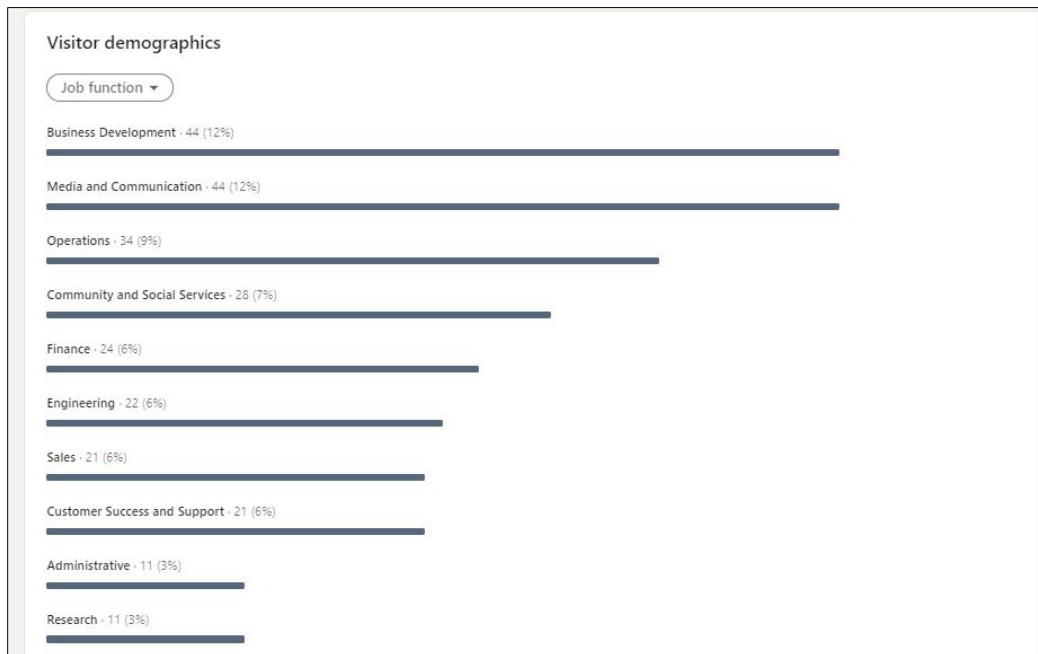
LinkedIn (116 followers)

May of 2021 LinkedIn was added to the group of Social Media tools. Organically. The City of Bondurant LinkedIn Page has attracted 116 followers.

Posting often and posting relevant content isn't impactful if the content is not seen. Getting your content in front of our audience at the right times is key to build awareness, increase engagement, and drive traffic. Here is what the data is telling us:

- Based on impressions these are the best days and times to post
 - Friday at 1 p.m.
 - Friday at 8 a.m.
 - Monday at 2 p.m.
- Based on engagement rates the best days and times to post
 - Thursday at noon
 - Monday at 2 p.m.
 - Tuesday at 6 p.m.
- Based on post link clicks the best days and times to post
 - Friday at 1 p.m.

Majority of the visitors' work in Business Development.



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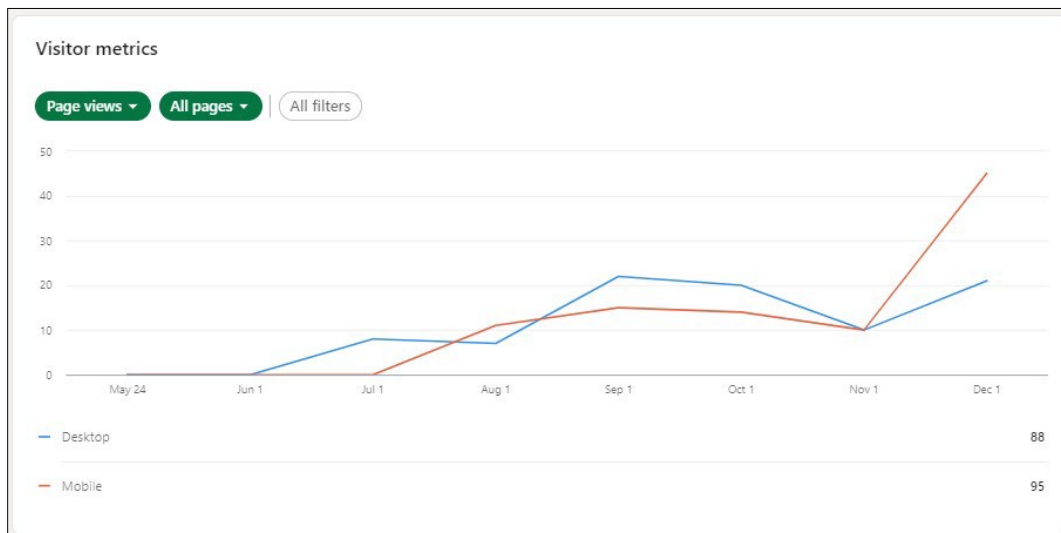
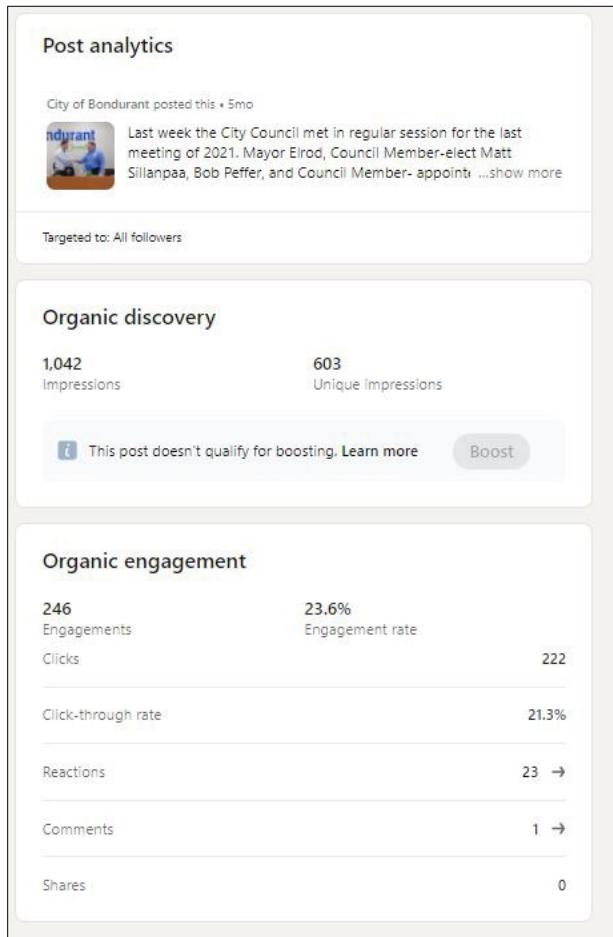
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The goal is to maintain monthly posting benchmarks to engage the audience and keep the City's message relevant. Most studies agree that one to five tweets per day is optimal. (Work Cited: <https://blog.hootsuite.com/how-often-to-post-on-social-media/>)



December was the most popular month to visit the City's LinkedIn profile. Six posts were published in the month of December and the post below was the top post in December.



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YouTube (8 subscribers)

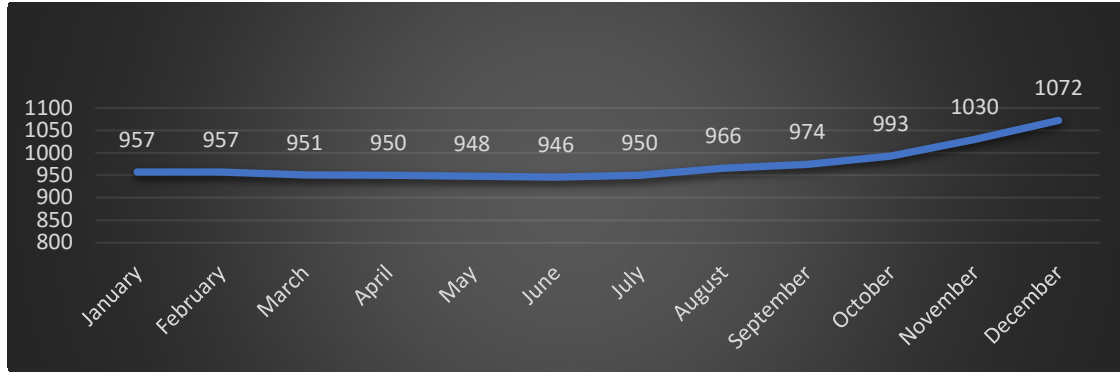
The City of Bondurant YouTube channel was established January 6, 2016. Since inception, there have been 23 views and 8 subscribers, which is not surprising as the City has not created a great deal of content on this platform previously.

YouTube is not often an engaging platform but is an excellent way of promoting information, showcasing genuine content, and can be an excellent educational tool.

Electronic Newsletter

The Bounce is sent out twice a month.

The chart listed below shows The Bounce subscribers have fluctuated during 2021 – a few unsubscribed but ended strong with 1072 subscribers. In 2021, 125 contacts were added organically through our website or social media outlets.

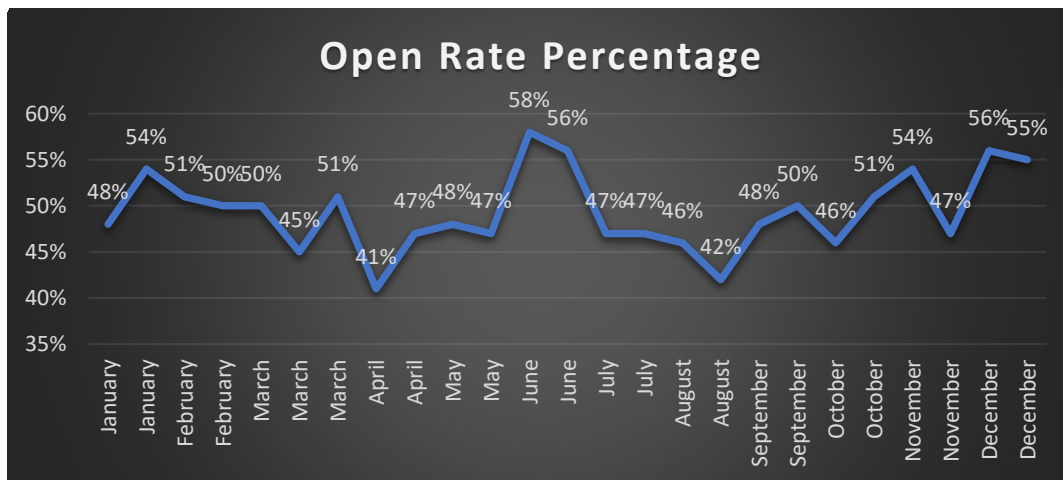


Marketing Data Analyst: Nicole Van Houten

The goal is to grow subscribers and increase the click rate and open rate.

For the past 12-months, the average open rate during 2021 was 49% and the click rate was 14%. This is a decrease from 2020.

A total of 23,921 newsletters were sent in 2021 with a total of 11,788 newsletters opened.



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Media Coverage

This continues to be an essential part of public communication.

Here are the press releases published by the city in 2021:

- Bondurant Community Library Recognized as Organization of the Year issued January 21, 2021
- Road Closure Related to the NE Storm Sewer Improvement Project issued January 21, 2021
- Lane Closure for Traffic Signal Work on Grant St S and 32nd St SW issued February 23, 2021
- Bondurant to Partner with Live Healthy Iowa for 5K on May 1 issued March 18, 2021
- Bondurant will host a Major League Baseball Pitch Hit & Run Competition for Central Iowa Youth issued March 18, 2021
- Urgent: Road Closure related to the NE Storm Sewer Improvement Project issued March 24, 2021
- Utility Work: Partial Lane Closure 2nd St NW – Mud Creek to Lincoln St NE issued April 2, 2021
- The City of Bondurant Announces Adoption and Implementation of the Regional Master Plan issued April 2, 2021
- National Work Zone Awareness Week 2021 issued April 8, 2021
- Bondurant Sponsorship Guide issued April 9, 2021
- Road Closure: Second St SE between Grant St and Main St issued April 9, 2021
- Road Closure: Related to NE Storm Sewer Improvement Project issued April 30, 2021
- Area Youth to Compete in MLB Pitch, Hit & Run issued May 12, 2021
- Chris Norton will be in his Hometown during an Outdoor Showing of 7 Yards in Bondurant issued June 10, 2021
- 2021 Bondu Blues and Brews Festival issued July 15, 2021
- New Stop Sign Location issued August 3, 2021
- Bondurant as the Winner of the Voice of the Peoples Award issued October 5, 2021

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- City of Bondurant and RDG Planning & Design recognized for the Urban Design Award for the City Park Master Plan and Mayor Curt Sullivan honored as the 2021 Planning Advocate by the American Association's Iowa Chapter issued October 20, 2021
- Library Expands Hours issued November 17, 2021
- Bondurant Appointing to fill City Council Vacancy issued November 18, 2021
- Road Closure: 100 blk. Of First St SE in Downtown issued December 13, 2021
- Bondurant, Iowa earned Distinguished Budget Presentation Award issued December 7, 2021
- Happy Holidays from Bondurant, Iowa issued December 8, 2021
- Road Closure: 100 Blk. Of First St SE in Downtown Bondurant issued December 14, 2021

Here is the media attention in *2021:

- ['It's made a huge difference': Bondurant putting final touches on renovated, expanded library](#)
- [Amazon sortation center property in Bondurant sold for \\$75.9 million](#)
- [Sale of grain elevator signifies changes for expanding Bondurant](#)
- [Grain elevators closing in Altoona, Bondurant due to suburban sprawl](#)
- [After 17 seasons, families say farewell to Geisler Farms pumpkin patch in Bondurant](#)
- [Spec industrial building under construction in Bondurant](#)
- [Bondurant sets up radar feedback signs to reduce speeding](#)
- [Marshalltown, Pella, and Bondurant Tornado Outbreak 3 Year Anniversary](#)
- [NOTABLE TRANSACTIONS: Undeveloped ground in Bondurant sold for \\$1.7 million](#)
- [Iowan Chris Norton returning home for '7 Yards' screening in Bondurant](#)
- [Polk County Sheriff's Office confirms motorcyclist killed in Bondurant crash](#)
- [Sheriff's office identifies motorcyclist killed after read-ending truck in Bondurant](#)
- [Sheriff: Four people hospitalized after crash near Bondurant](#)

www.cityofbondurant.com

Nicole Van Houten

Communication & Event Specialist

515-630-6982

nvanhouten@cityofbondurant.com

- [Bondurant-Farrar school board candidates' stand on masks, diversity](#)
- [Iowa man charged with killing missing woman in Bondurant home](#)

* the media attention listed in 2021 does not include the articles in regard to Bondurant-Farrar sports

Overview of 2021

The City of Bondurant values the opportunity to provide information that is professional, informative, open, proactive, and on-brand to residents and stakeholders. This annual report ensures that our community is well informed by promoting awareness of events, programs, initiatives, services, and opportunities in Bondurant.

Meeting Minutes
Bondurant Community Library | Library Board of Trustees
Wednesday, August 3, 2022



- 1. Roll Call:** *Members Present:* Josh Bryant, Julie Bergeson, Jen Keeler, Sue Ugulini and Craig Campbell. President Pat Kaura joined virtually. Library Director Sanders and assistant Director Klinker-Feld were also present.
- 2. Call to order:** Meeting called to order at 6:01 PM by Vice President Bryant.
- 3. Guests present:** Clint Jensen, Story Construction
- 4. Perfecting and Approving the Agenda:** Motion to approve the agenda by Ugulini, seconded by Keeler I. Motion carried.
- 5. Capital Improvement Project:** Expansion project is complete. There will be a one year walk through for any issues with workmanship covered under warrantee.
 - a. Discussion/Approval Pay Application Certificate for payment.** Motion to approval final payment of \$6,045.35 pending FEH signature by Keeler, seconded by Campbell. Motion carried.
- 6. Approval of Consent Agenda:**
 - a. Financial Report
 - b. Approve Warrant list / authorize expenditures
 - c. Staff Report -
 - d. Director's Report - July
 - e. Statistics Review

Discussion on continued rise in circulation statistics. Total circulation has increased 32% from the same time in SFY22. Motion to approve the above consent agenda by Ugulini, seconded by Bergeson. Motion carried.
- 7. Public Comments:** None.
- 8. Library Foundation Update:** No meeting.
- 9. Friends of BPL Update:** No meeting.
- 10. City Council Liaison Report:** Bondurant was awarded the Community of Character at the Iowa Character Award ceremony hosted by Robert D. & Billie Ray Center.
- 11. Old Business:** None.
- 10. New Business:**
 - a. Review/Approval Homebound Policy 2022.** Motion to approve updated policy by Bergeson, seconded by Keeler. Motion carried.

11. President Items: None.

12. Adjournment: Motion to adjourn by Kaura, seconded by Bryant. Motion carried.
Meeting adjourned at 6:14 PM.

Next Meeting: Wednesday, September 7, 2022



Librarian items August 2022

- 1,277 was the total registration for Summer Reading 2022. 205 of that number were registered through the outreach programs at Generation Next, Bloom and Birds Nest daycare facilities. The Library Foundation received a grant from Meta Facebook for the program this summer for \$12,500.00 due to higher than anticipated registrations and participation \$14,457.17 was spent on this part of the program the balance was donated by the Friends of the Library and the Library Foundation. Other expenditures for the Summer Program, which included weekly incentives, program supplies, and prizes, totaled \$5,137.15.
- A second landscaping inspection will be held on Sept. 2. To develop a plan for replacing trees and sod that need to be replaced.
- Two new soft chairs have been delivered for the junior fiction area of the Library. The Friends of the Library and the Library Foundation purchased chairs.
- A donation was received of 5 square folding tables and 20 chairs from Amazon. This donation to be used for programming outside of the Library. Such as Farmer's Market, Summer Reading in the park, etc.

Stats for August 2022

- Total Circulation for the month 9426, 6386 last year at this time.
- On-line usage (e-Books, Downloadable music, Tumblebooks, Hoopla (music, ebooks, streaming video), Transparent Language, Brainfuse, Adventure Pass 1805, 1085 last year.
- Door Count 2362, last year 1952.
- Assisting patrons by phone, with the catalog, computers, etc. 596 and 474 last year.
- Story times- 11 were held with 237 attending, in person, last year 13 story times with 93 in person attending and 7 attending virtually.
- Total programming attendance 391 for adults, youth and children last year 228 attended.
- Website hits 9,033 last year 6,742.
- Internet usage in house was 464, last year 212, 1452 Wi-Fi users 886 last year, 129 hotspot were used this past month last year 126.
- Meeting room – August had 85 reservations by the community.
- Issued 61 new library cards. Last year we issued 51 cards during the month of August.
- The library did 8 requests for materials from other libraries and provided 96 to other libraries.
- 453 items were added to the collection and 5 were removed.
- 0 Curbside deliveries were made.
- 25 Mobile Printing.



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

Item No. 5.f.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution of endorsement regarding the City of Bondurant's application to the Iowa DOT's Federal Recreational Trails (FRT) Program for funding to implement the downtown Chichaqua Valley Trail extension

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City has prepared a grant application to the Iowa DOT's Federal Recreational Trails (FRT) Program for funding to help implement the extension of the Chichaqua Valley Trail through the Landus corridor currently listed for sale. The City also recently submitted a grant application through the Destination Iowa Grant Program for this trail extension project. This trail extension project is identified in the 2022 Community Visioning Plan and also the 2022 Building Bondurant Comprehensive Plan.

The City's grant application to the FRT Program is due October 1, 2022. The FRT grant program requires a minimum 20% applicant match.

The attached resolution of endorsement will be uploaded as part of the City's grant application to help showcase broad community support.

FUNDING SOURCE: Approve resolution on a roll call vote.

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-195

CITY OF BONDURANT
RESOLUTION NO. 220926-195

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S GRANT
APPLICATION REQUEST TO THE FEDERAL RECREATIONAL TRAILS (FRT)
PROGRAM FOR FUNDING TO IMPLEMENT THE CHICHAQUA VALLEY TRAIL
CONNECTION IN THE DOWNTOWN AREA

WHEREAS, the 2022 Community Visioning Plan and the 2022 Building Bondurant Comprehensive Plan identify the need to extend the regional Chichaqua Valley Trail in the downtown area on land currently listed for sale on the Landus property; AND

WHEREAS, this trail connection will help serve as a catalyst for attracting potential commercial development adjacent to the trail connection; AND

WHEREAS, the City of Bondurant is appreciative of the opportunity to apply for funds through the Federal Recreational Trails Program; AND

WHEREAS, the City of Bondurant acknowledges there is a minimum 20% match requirement under this program.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council authorizes City Staff to submit the City's request to the Federal Recreational Trails Program for funding to implement the Chichaqua Valley Trail connection in the downtown area.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 26th day of September 2022.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 5.g.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant's application to the Silos & Smokestacks National Heritage Area's Large Project Grant Program

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Silos & Smokestacks National Heritage Area is now accepting applications through September 30, 2022 at noon under their Large Project Program. The attached resolution is a resolution of endorsement for the City of Bondurant's grant application to the Large Project Program for funding to help implement the ARTocka Art Trail Loop. The City is currently seeking grant funding through multiple grant programs to help implement a series of sculptures over the next approximate 10 years. It is anticipated these series of sculptures will help to tell the history of Bondurant as people utilize the existing 3/4 mile long trail loop around Lake Petocka.

Grant requests under the Large Project Program must demonstrate how they help preserve and interpret America's agricultural and agricultural industrial stories and its significance to the nation and the world. Applicants must demonstrate how their project will develop, enhance, or expand an agricultural story.

The grant request cannot be more than 20% of the project cost. The City must show it has a 4:1 match utilizing non-federal matching funds.

FUNDING SOURCE: Grants

STAFF RECOMMENDATION: Staff recommends approval of the attached resolution of endorsement.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-196

CITY OF BONDURANT
RESOLUTION NO. 220926-196

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S GRANT
APPLICATION REQUEST TO THE SILOS & SMOKESTACKS NATIONAL HERITAGE
AREA'S LARGE PROJECT PROGRAM FOR FUNDING TO IMPLEMENT ARTOCKA
ART INSTALLATION(S)

WHEREAS, Objective 5.5 of the City's 2022 Community Visioning Plan reads: Identify opportunities for public art along the Lake Petocka Trail Loop; AND

WHEREAS, the Building Bondurant Comprehensive Plan includes the following Policy: Encourage art and other recreational placemaking efforts along trails and within parks in Bondurant; AND

WHEREAS, the City is excited to begin implementing art installations around Lake Petocka where such loop will be referred to as the ARTocka Art Trail Loop; AND

WHEREAS, the art installations that will be installed along the ARTocka Art Trail Loop will help tell the history of Bondurant; AND

WHEREAS, the City of Bondurant is appreciative of the opportunity to apply for funds through the Silos & Smokestacks National Heritage Area's Large Project Program; AND

WHEREAS, the City of Bondurant acknowledges there is a 4:1 match requirement under this program.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council authorizes City Staff to submit the City's request to the Silos & Smokestacks National Heritage Area's Large Project Program for funding to implement the ARTocka Art Trail Loop.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 26th day of September 2022.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 5.h.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution authorizing signature of the Grant Project Cooperative Agreement to allow the City of Bondurant to receive funds under the Iowa DNR's 2022 Community Forestry Grant Program and authorizing staff to take the actions necessary to fulfill the goals of the awarded applications

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The need to expand the community's urban tree canopy was identified in the City's 2020 Urban Forest Management Plan and also in the 2022 Building Bondurant Comprehensive Plan. As a result of these plans guiding for increased trees within the community, three grant applications were submitted to the Iowa DNR's Community Forestry Grant Program. The tree grant applications requested funds to be used for planting trees within the following areas: 3rd Street SE right-of-way, along the Chichaqua Valley Trail on [Parcel 321/00032-000-000](#), and within the Bondurant Recreational Sports Complex and other public parkland areas. All three tree planting project areas were awarded. The DNR will reimburse the City for 100% of the identified tree planting project costs and up to \$29,900.

The City will coordinate with TNT Landscaping for the 3rd Street SE and Chichaqua Valley Trail planting areas. The Tree Board will organize a tree planting event for the Bondurant Recreational Sports Complex and other public parkland tree planting areas. All trees must be planted by December 9, 2022.

The attached grant agreements and award letters must be signed by the City of Bondurant and returned to the Iowa DNR. Through these grants, the City anticipates planting an additional more than 120 trees this year.

FUNDING SOURCE: N/A - 100% grant funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-197
2. Bondurant ROW F22 CFGP Award Letter
3. Bondurant ROW F22 CFGP Grant Cooperative Agreement
4. Bondurant Parks F22 CFGP Award Letter
5. Bondurant Parks F22 CFGP Grant Cooperative Agreement
6. Bondurant CVT F22 CFGP Award Letter
7. Bondurant CVT F22 CFGP Grant Cooperative Agreement

CITY OF BONDURANT
RESOLUTION NO. 220926-197

RESOLUTION AUTHORIZING SIGNATURE OF THE GRANT PROJECT
COOPERATIVE AGREEMENT TO ALLOW THE CITY OF BONDURANT
TO RECEIVE FUNDS UNDER THE IOWA DNR'S 2022 COMMUNITY
FORESTRY GRANT PROGRAM AND AUTHORIZING STAFF TO TAKE
THE ACTIONS NECESSARY TO FULFILL THE GOALS OF THE
AWARDED APPLICATIONS

WHEREAS, the City of Bondurant was selected as a recipient of the Iowa DNR's 2022 Community Forestry Grant Program in the amount of \$29,900 to implement the following three tree planting projects: 3rd Street SE right-of-way, Chichaqua Valley Trail at Parcel 231/00032-001-000, and the Bondurant Recreational Sports Complex and other public park areas; AND

WHEREAS, implementation of these three tree planting projects is consistent with the need to grow the community's tree canopy as identified in the City's 2020 Urban Forest Management Plan and the 2022 Building Bondurant Comprehensive Plan; AND

WHEREAS, as part of the Bondurant Recreational Sports Complex grant application, the Tree Board noted it will organize volunteers to plant the parkland trees; AND

WHEREAS, as part of the 3rd Street SE right-of-way and CVT grant applications, it was noted that TNT Landscaping will be hired to plant these trees; AND

WHEREAS, all trees must be planted before December 9, 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Iowa DNR's 2022 Community Forestry Grant Program funding is accepted.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, that Mayor is authorized to execute the attached agreements.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



September 15, 2022

Isaac Pezley

City of Bondurant

202 2nd Street NE, PO Box 37

Bondurant, Iowa 50035

Dear Isaac,

The Iowa Department of Natural Resources Forestry Section is pleased to inform you that your application for the Community Forestry Grant Program (CFGP) for derecho and EAB recovery was approved for the following:

FALL 2022 CFGP GRANT AMOUNT: **\$ 10,000**

This Grant shall be used for the tree planting project described in your Community Forestry Grant Program Application dated 9/1/2022.

Note: NO SINGLE ITEM PURCHASED AT \$5000 OR MORE IS ELIGIBLE!

The maximum time allowed for project completion shall be no later than December 9, 2022.

To confirm your desire to use this allocation as identified above, by no later than October 15, 2022, you must sign and return to DNR both this award letter and the enclosed **Grant Project Cooperative Agreement**.

To: Emma Hanigan

DNR Forestry – Urban Program

502 E 9th Street

Des Moines, IA 50319

Phone: 515-249-1732

Jeff Goerndt, State Forester

Date

Grantee

Date



Department of Natural Resources
GRANT PROJECT COOPERATIVE AGREEMENT
2022 Community Forestry Grant Program

GRANTEE: City of Bondurant

GRANT AWARD AMOUNT: \$10,000

SUBAWARD PERIOD OF PERFORMANCE: September 15, 2022 through December 9, 2022

PROJECT COMPLETION DATE: December 9, 2022

1. PARTIES, AUTHORITY, and PARTY CONTACTS. The parties to this Community Forestry Grant Program Project Cooperative Agreement are the Iowa Department of Natural Resources, an agency of the State of Iowa (the Department or DNR), and City of Bondurant (Organization or the Grantee). City of Bondurant is a municipality. City of Bondurant's address is: 202 2nd Street NE, PO Box 37, Bondurant, Iowa 50035. The parties make this Grant Project Cooperative Agreement under the authority of 89th General Assembly (2022), House File 862, and Iowa Administrative Code 571 chapter 34.

Each party has designated a Contact, who shall be responsible for oversight and negotiation of any Grant Project Cooperative Agreement amendments, as follows:

DNR Contact: Emma Hanigan
Program Coordinator
502 East 9th Street
Des Moines, IA 50319
Phone: (515) 249-1732
Email: emma.hanigan@dnr.iowa.gov

Name of Grantee Issac Pezley
Contact: City of Bondurant
202 2nd Street NE, PO Box 37
Bondurant, Iowa 50035
Phone: 515-967-2418
Email: ipezley@cityofbondurant.com

2. PURPOSE. The purpose of the Community Forestry Grant Program is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event and the impact on ash trees with the invasive Emerald Ash Borer.

3. GENERAL DESCRIPTION OF PROJECT. This Grant Project Cooperative Agreement is for the purpose of implementing the project described in the Organization's project proposal dated September 1, 2022, which is attached and by this reference made a part of this Grant Project Cooperative Agreement, except for the exemptions identified later in this provision, and summarized as follows:

The purpose of this project is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event. The funding provided by the Rebuilding Iowa's Infrastructure Funds Program and the USDA Forest Service & National Association of State Foresters (NASF) 2022 State Urban Forest Resilience Grant Program will be used to purchase landscape trees and mulch for Iowa firms which meet the quality nursery specifications outlined in the grant application documents. The 2022 Community Forestry Grant Program provides up to \$5000 in derecho recovery state infrastructure funds and \$5000 in match from federal Emerald Ash Borer reforestation funds.

The Grantee also shall comply with the requirements of the Community Forestry Grant Program Description and Instructions, which shall be incorporated by this reference and made part of this Grant Project Cooperative Agreement.

4. RECORDKEEPING: The Grantee shall maintain the following records and shall submit the records to DNR:

1. Evidence of payment by Grantee of funds to implement the project proposal, including but not limited to paid invoices, copies of canceled checks or other evidence of payment. All invoices must be dated no earlier than September 15, 2022, and no later than December 9, 2022.
2. Any other records that show how funds were spent on this project.

5. GRANTS AND REIMBURSEMENTS. The Department will reimburse the costs described and in the project proposal up to a maximum amount of **\$10,000.00**. No single item may be purchased at a cost of \$5000.00 or more.

a) The Grantee shall submit a request for reimbursement on Organization's standard billing form or organizational letterhead upon completion of the project. The reimbursement request shall be consistent with the project expense information contained in the Grantee's proposal. The request for reimbursement shall be accompanied by and the expenses shall meet the requirements of the DNR's Project Billing Certification. The Project Billing Certification shall be signed by an authorized official of the Grantee. Payment requests shall be submitted via e-mail to the following:

Emma Hanigan
Iowa DNR
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50028
(515) 822-1031
Emma.hanigan@dnr.iowa.gov

b) The Grantee shall submit all final documents and DNR's Project Billing Certification packet by December 9, 2022, describing the activities occurring to date to the DNR Project Coordinator named in section 5a, above.

c) The Department will pay all approved billing requests pursuant to Iowa Code section 8A.514 if, in its sole discretion, such payment is appropriate pursuant to this Grant Project Cooperative Agreement. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

d) The Grantee shall submit documentation of only expenditures that are less than or equal to \$5000 total value for a single item, that have been paid in full, that are identifiable and in accordance with the approved request, and that have been incurred between September 15, 2022 and December 9, 2022.

6. RESPONSIBILITIES. The Grantee shall perform all work necessary to complete the project as outlined in the project proposal. The Grantee is solely responsible for project completion as outlined in the project proposal. The Department may provide assistance at the request of the Grantee, or at the Director's recommendation. The Grantee, its employees, agents, and contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the work under this Grant Agreement. Nothing in this Grant Project Cooperative Agreement shall obligate the Department to or preclude the Department from making additional funds available to the Grantee or its affiliates, including any maintenance costs.

The Grantee specifically agrees, in compliance with the provisions of 571 Iowa Administrative Code section 34.12, that the Grantee will maintain the trees planted on public lands as a part of this project for a period of ten years.

7. AMENDMENTS. This Grant Project Cooperative Agreement may be amended only by written agreement of the parties, which is signed by the Department Director, or designee, and an authorized official of the Grantee. Requests for amendments shall be directed to the Coordinator named in 4a, above.

8. EFFECTIVE DATE/TERMINATION. This Grant Agreement shall become effective upon signature by both parties and shall terminate on December 9, 2022. All work specified in the project proposal shall be completed by no later than December 9, 2022. The Department may terminate this Grant Project Cooperative Agreement upon notice to the Grantee in the event the Grantee fails to comply with any provision of this Grant Project Cooperative Agreement. If an item is purchased at more than \$5000 that item will be considered ineligible and no percentage of it will be reimbursed. If the completed Project Billing Certification documentation is not received by DNR by December 9, 2022, the grant will be canceled and upon cancellation this Grant Project Cooperative Agreement will be null and void.

9. AVAILABILITY OF FUNDS: The Department shall have the right to terminate the Grant Project Cooperative Agreement without penalty if, in the Department's sole discretion, adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Grant Project Cooperative Agreement or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; if the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Grant Project Cooperative Agreement is withdrawn or materially altered or modified; if the Department's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Grant Project Cooperative Agreement.

10. INDEMNIFICATION; LIMITATION OF LIABILITY: The Grantee agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or Department, related to or arising from the Grantee's acts or omissions pursuant to this Grant Project Cooperative Agreement. Indemnification obligations of the Grantee shall survive termination of this Grant Project Cooperative Agreement. Nothing in this Grant Project Cooperative Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Every person who is a party to the Grant Project Cooperative Agreement is hereby notified and agrees that the State, the Department, and all of their employees, agents, successors, and assigns are immune from liability and suit for the Grantee's and its subcontractors' activities involving third parties arising from the Grant Project Cooperative Agreement.

11. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Grant Project Cooperative Agreement, and for any default of activities and obligations.

12. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. The Department shall have the right to review and observe, at any time, completed work or work in progress related to the Grant Project Cooperative Agreement. The Grantee shall permit the Department or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Grant Project Cooperative Agreement. Upon the request of the Department, the Grantee shall deliver to the Department or its agents said documentation or materials.

13. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to or inspected by the Department regarding this Grant Project Cooperative Agreement, including this Grant Project Cooperative Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Grant Project Cooperative Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

14. GOVERNING LAW. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Project Cooperative Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

15. COMPLIANCE WITH LAWS. The Grantee agrees that, during the duration of and as a condition of the state's duty to perform under the terms of this Grant Project Cooperative Agreement, it will be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.

16. ASSIGNMENT AND DELEGATION. The Grantee may not assign, transfer or convey in whole or in part this Grant Project Cooperative Agreement without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The Grantee may not delegate any of its obligations or duties under this Grant Project Cooperative Agreement without the prior written consent of the Department.

17. REPAYMENT OBLIGATION. In the event that any funds are deferred or disallowed as a result of any audits or expended in violation of this Grant Project Cooperative Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to the Department for the full amount of any claim disallowed and for all related penalties incurred. If the Department determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Grant Project Cooperative Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Department's final determination of the disallowance of costs. If it is the Department's final determination that costs previously paid by the Department are unallowable under the terms of the Grant Project Cooperative Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to the Department any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors or subrecipients.

18. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Grant Project Cooperative Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

19. INTEGRATION. This Grant Project Cooperative Agreement, including the Grantee's proposal dated (date) and the Derecho Community Forestry Grant Program Description and Instructions, contains the entire understanding between the Grantee and the Department and any representations that may have been made before or after the signing of this Grant Project Cooperative Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Project Cooperative Agreement.

20. EXECUTION: By signing this Grant Project Cooperative Agreement, the Grantee agrees to the terms and conditions set forth in this Grant Project Cooperative Agreement, failure to meet the terms and conditions of this Grant Project Cooperative Agreement may be cause for repayment of all or part of the grant funds.

Date

Jeff Goerndt, State Forester

Iowa Department of Natural Resources

Fed ID #

Grantee Signature

SAM UEI#

Print Name



September 15, 2022

Kristi Walmsley

City of Bondurant

201 2nd Street NE, PO Box 37

Bondurant, Iowa 50035

Dear Kristi,

The Iowa Department of Natural Resources Forestry Section is pleased to inform you that your application for the Community Forestry Grant Program (CFGP) for derecho and EAB recovery was approved for the following:

FALL 2022 CFGP GRANT AMOUNT: **\$ 10,000**

This Grant shall be used for the tree planting project described in your Community Forestry Grant Program Application dated 9/1/2022.

Note: NO SINGLE ITEM PURCHASED AT \$5000 OR MORE IS ELIGIBLE!

The maximum time allowed for project completion shall be no later than December 9, 2022.

To confirm your desire to use this allocation as identified above, by no later than October 15, 2022, you must sign and return to DNR both this award letter and the enclosed **Grant Project Cooperative Agreement**.

To: Emma Hanigan

DNR Forestry – Urban Program

502 E 9th Street

Des Moines, IA 50319

Phone: 515-249-1732

Jeff Goerndt, State Forester

Date

Grantee

Date



Department of Natural Resources
GRANT PROJECT COOPERATIVE AGREEMENT
2022 Community Forestry Grant Program

GRANTEE: City of Bondurant

GRANT AWARD AMOUNT: \$10,000

SUBAWARD PERIOD OF PERFORMANCE: September 15, 2022 through December 9, 2022

PROJECT COMPLETION DATE: December 9, 2022

1. PARTIES, AUTHORITY, and PARTY CONTACTS. The parties to this Community Forestry Grant Program Project Cooperative Agreement are the Iowa Department of Natural Resources, an agency of the State of Iowa (the Department or DNR), and City of Bondurant (Organization or the Grantee). City of Bondurant is a municipality. City of Bondurant's address is: 201 2nd Street NE, PO Box 37, Bondurant, Iowa 50035. The parties make this Grant Project Cooperative Agreement under the authority of 89th General Assembly (2022), House File 862, and Iowa Administrative Code 571 chapter 34.

Each party has designated a Contact, who shall be responsible for oversight and negotiation of any Grant Project Cooperative Agreement amendments, as follows:

DNR Contact: Emma Hanigan
Program Coordinator
502 East 9th Street
Des Moines, IA 50319
Phone: (515) 249-1732
Email: emma.hanigan@dnr.iowa.gov

Name of Grantee Kristi Walmsley
Contact: City of Bondurant
201 2nd Street NE, PO Box 37
Bondurant, Iowa 50035
Phone: 515-360-8909
Email: Kristiwalmsley@gmail.com

2. PURPOSE. The purpose of the Community Forestry Grant Program is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event and the impact on ash trees with the invasive Emerald Ash Borer.

3. GENERAL DESCRIPTION OF PROJECT. This Grant Project Cooperative Agreement is for the purpose of implementing the project described in the Organization's project proposal dated September 1, 2022, which is attached and by this reference made a part of this Grant Project Cooperative Agreement, except for the exemptions identified later in this provision, and summarized as follows:

The purpose of this project is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event. The funding provided by the Rebuilding Iowa's Infrastructure Funds Program and the USDA Forest Service & National Association of State Foresters (NASF) 2022 State Urban Forest Resilience Grant Program will be used to purchase landscape trees and mulch for Iowa firms which meet the quality nursery specifications outlined in the grant application documents. The 2022 Community Forestry Grant Program provides up to \$5000 in derecho recovery state infrastructure funds and \$5000 in match from federal Emerald Ash Borer reforestation funds.

The Grantee also shall comply with the requirements of the Community Forestry Grant Program Description and Instructions, which shall be incorporated by this reference and made part of this Grant Project Cooperative Agreement.

4. RECORDKEEPING: The Grantee shall maintain the following records and shall submit the records to DNR:

1. Evidence of payment by Grantee of funds to implement the project proposal, including but not limited to paid invoices, copies of canceled checks or other evidence of payment. All invoices must be dated no earlier than September 15, 2022, and no later than December 9, 2022.
2. Any other records that show how funds were spent on this project.

5. GRANTS AND REIMBURSEMENTS. The Department will reimburse the costs described and in the project proposal up to a maximum amount of **\$10,000.00**. No single item may be purchased at a cost of \$5000.00 or more.

a) The Grantee shall submit a request for reimbursement on Organization's standard billing form or organizational letterhead upon completion of the project. The reimbursement request shall be consistent with the project expense information contained in the Grantee's proposal. The request for reimbursement shall be accompanied by and the expenses shall meet the requirements of the DNR's Project Billing Certification. The Project Billing Certification shall be signed by an authorized official of the Grantee. Payment requests shall be submitted via e-mail to the following:

Emma Hanigan
Iowa DNR
Wallace State Office Building
502 E 9th Street
Des Moines, IA 50028
(515) 822-1031
Emma.hanigan@dnr.iowa.gov

b) The Grantee shall submit all final documents and DNR's Project Billing Certification packet by December 9, 2022, describing the activities occurring to date to the DNR Project Coordinator named in section 5a, above.

c) The Department will pay all approved billing requests pursuant to Iowa Code section 8A.514 if, in its sole discretion, such payment is appropriate pursuant to this Grant Project Cooperative Agreement. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

d) The Grantee shall submit documentation of only expenditures that are less than or equal to \$5000 total value for a single item, that have been paid in full, that are identifiable and in accordance with the approved request, and that have been incurred between September 15, 2022 and December 9, 2022.

6. RESPONSIBILITIES. The Grantee shall perform all work necessary to complete the project as outlined in the project proposal. The Grantee is solely responsible for project completion as outlined in the project proposal. The Department may provide assistance at the request of the Grantee, or at the Director's recommendation. The Grantee, its employees, agents, and contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the work under this Grant Agreement. Nothing in this Grant Project Cooperative Agreement shall obligate the Department to or preclude the Department from making additional funds available to the Grantee or its affiliates, including any maintenance costs.

The Grantee specifically agrees, in compliance with the provisions of 571 Iowa Administrative Code section 34.12, that the Grantee will maintain the trees planted on public lands as a part of this project for a period of ten years.

7. AMENDMENTS. This Grant Project Cooperative Agreement may be amended only by written agreement of the parties, which is signed by the Department Director, or designee, and an authorized official of the Grantee. Requests for amendments shall be directed to the Coordinator named in 4a, above.

8. EFFECTIVE DATE/TERMINATION. This Grant Agreement shall become effective upon signature by both parties and shall terminate on December 9, 2022. All work specified in the project proposal shall be completed by no later than December 9, 2022. The Department may terminate this Grant Project Cooperative Agreement upon notice to the Grantee in the event the Grantee fails to comply with any provision of this Grant Project Cooperative Agreement. If an item is purchased at more than \$5000 that item will be considered ineligible and no percentage of it will be reimbursed. If the completed Project Billing Certification documentation is not received by DNR by December 9, 2022, the grant will be canceled and upon cancellation this Grant Project Cooperative Agreement will be null and void.

9. AVAILABILITY OF FUNDS: The Department shall have the right to terminate the Grant Project Cooperative Agreement without penalty if, in the Department's sole discretion, adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Grant Project Cooperative Agreement or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; if the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Grant Project Cooperative Agreement is withdrawn or materially altered or modified; if the Department's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Grant Project Cooperative Agreement.

10. INDEMNIFICATION; LIMITATION OF LIABILITY: The Grantee agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or Department, related to or arising from the Grantee's acts or omissions pursuant to this Grant Project Cooperative Agreement. Indemnification obligations of the Grantee shall survive termination of this Grant Project Cooperative Agreement. Nothing in this Grant Project Cooperative Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Every person who is a party to the Grant Project Cooperative Agreement is hereby notified and agrees that the State, the Department, and all of their employees, agents, successors, and assigns are immune from liability and suit for the Grantee's and its subcontractors' activities involving third parties arising from the Grant Project Cooperative Agreement.

11. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Grant Project Cooperative Agreement, and for any default of activities and obligations.

12. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. The Department shall have the right to review and observe, at any time, completed work or work in progress related to the Grant Project Cooperative Agreement. The Grantee shall permit the Department or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Grant Project Cooperative Agreement. Upon the request of the Department, the Grantee shall deliver to the Department or its agents said documentation or materials.

13. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to or inspected by the Department regarding this Grant Project Cooperative Agreement, including this Grant Project Cooperative Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Grant Project Cooperative Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

14. GOVERNING LAW. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Project Cooperative Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

15. COMPLIANCE WITH LAWS. The Grantee agrees that, during the duration of and as a condition of the state's duty to perform under the terms of this Grant Project Cooperative Agreement, it will be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.

16. ASSIGNMENT AND DELEGATION. The Grantee may not assign, transfer or convey in whole or in part this Grant Project Cooperative Agreement without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The Grantee may not delegate any of its obligations or duties under this Grant Project Cooperative Agreement without the prior written consent of the Department.

17. REPAYMENT OBLIGATION. In the event that any funds are deferred or disallowed as a result of any audits or expended in violation of this Grant Project Cooperative Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to the Department for the full amount of any claim disallowed and for all related penalties incurred. If the Department determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Grant Project Cooperative Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Department's final determination of the disallowance of costs. If it is the Department's final determination that costs previously paid by the Department are unallowable under the terms of the Grant Project Cooperative Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to the Department any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors or subrecipients.

18. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Grant Project Cooperative Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

19. INTEGRATION. This Grant Project Cooperative Agreement, including the Grantee's proposal dated (date) and the Derecho Community Forestry Grant Program Description and Instructions, contains the entire understanding between the Grantee and the Department and any representations that may have been made before or after the signing of this Grant Project Cooperative Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Project Cooperative Agreement.

20. EXECUTION: By signing this Grant Project Cooperative Agreement, the Grantee agrees to the terms and conditions set forth in this Grant Project Cooperative Agreement, failure to meet the terms and conditions of this Grant Project Cooperative Agreement may be cause for repayment of all or part of the grant funds.

Date

Jeff Goerndt, State Forester

Iowa Department of Natural Resources

Fed ID #

Grantee Signature

SAM UEI#

Print Name



September 15, 2022

Isaac Pezley

City of Bondurant

200 2nd Street NE, PO Box 37

Bondurant, Iowa 50035

Dear Isaac,

The Iowa Department of Natural Resources Forestry Section is pleased to inform you that your application for the Community Forestry Grant Program (CFGP) for derecho and EAB recovery was approved for the following:

FALL 2022 CFGP GRANT AMOUNT: **\$ 9,900**

This Grant shall be used for the tree planting project described in your Community Forestry Grant Program Application dated 9/1/2022.

Note: NO SINGLE ITEM PURCHASED AT \$5000 OR MORE IS ELIGIBLE!

The maximum time allowed for project completion shall be no later than December 9, 2022.

To confirm your desire to use this allocation as identified above, by no later than October 15, 2022, you must sign and return to DNR both this award letter and the enclosed **Grant Project Cooperative Agreement**.

To: Emma Hanigan

DNR Forestry – Urban Program

502 E 9th Street

Des Moines, IA 50319

Phone: 515-249-1732

Jeff Goerndt, State Forester

Date

Grantee

Date



Department of Natural Resources
GRANT PROJECT COOPERATIVE AGREEMENT
2022 Community Forestry Grant Program

GRANTEE: City of Bondurant

GRANT AWARD AMOUNT: \$9,900

SUBAWARD PERIOD OF PERFORMANCE: September 15, 2022 through December 9, 2022

PROJECT COMPLETION DATE: December 9, 2022

1. PARTIES, AUTHORITY, and PARTY CONTACTS. The parties to this Community Forestry Grant Program Project Cooperative Agreement are the Iowa Department of Natural Resources, an agency of the State of Iowa (the Department or DNR), and City of Bondurant (Organization or the Grantee). City of Bondurant is a municipality. City of Bondurant's address is: 200 2nd Street NE, PO Box 37, Bondurant, Iowa 50035. The parties make this Grant Project Cooperative Agreement under the authority of 89th General Assembly (2022), House File 862, and Iowa Administrative Code 571 chapter 34.

Each party has designated a Contact, who shall be responsible for oversight and negotiation of any Grant Project Cooperative Agreement amendments, as follows:

DNR Contact: Emma Hanigan
Program Coordinator
502 East 9th Street
Des Moines, IA 50319
Phone: (515) 249-1732
Email: emma.hanigan@dnr.iowa.gov

Name of Grantee Isaac Pezley
Contact: City of Bondurant
200 2nd Street NE, PO Box 37
Bondurant, Iowa 50035
Phone: 515-967-2418
Email: ipezley@cityofbondurant.com

2. PURPOSE. The purpose of the Community Forestry Grant Program is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event and the impact on ash trees with the invasive Emerald Ash Borer.

3. GENERAL DESCRIPTION OF PROJECT. This Grant Project Cooperative Agreement is for the purpose of implementing the project described in the Organization's project proposal dated September 1, 2022, which is attached and by this reference made a part of this Grant Project Cooperative Agreement, except for the exemptions identified later in this provision, and summarized as follows:

The purpose of this project is to establish community tree planting projects on public lands that benefit the citizens of the state of Iowa in response to the 2020 derecho storm event. The funding provided by the Rebuilding Iowa's Infrastructure Funds Program and the USDA Forest Service & National Association of State Foresters (NASF) 2022 State Urban Forest Resilience Grant Program will be used to purchase landscape trees and mulch for Iowa firms which meet the quality nursery specifications outlined in the grant application documents. The 2022 Community Forestry Grant Program provides up to \$5000 in derecho recovery state infrastructure funds and \$5000 in match from federal Emerald Ash Borer reforestation funds.

The Grantee also shall comply with the requirements of the Community Forestry Grant Program Description and Instructions, which shall be incorporated by this reference and made part of this Grant Project Cooperative Agreement.

4. RECORDKEEPING: The Grantee shall maintain the following records and shall submit the records to DNR:

1. Evidence of payment by Grantee of funds to implement the project proposal, including but not limited to paid invoices, copies of canceled checks or other evidence of payment. All invoices must be dated no earlier than September 15, 2022, and no later than December 9, 2022.
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b) The Grantee shall submit all final documents and DNR's Project Billing Certification packet by December 9, 2022, describing the activities occurring to date to the DNR Project Coordinator named in section 5a, above.

c) The Department will pay all approved billing requests pursuant to Iowa Code section 8A.514 if, in its sole discretion, such payment is appropriate pursuant to this Grant Project Cooperative Agreement. The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514.

d) The Grantee shall submit documentation of only expenditures that are less than or equal to \$5000 total value for a single item, that have been paid in full, that are identifiable and in accordance with the approved request, and that have been incurred between September 15, 2022 and December 9, 2022.

6. RESPONSIBILITIES. The Grantee shall perform all work necessary to complete the project as outlined in the project proposal. The Grantee is solely responsible for project completion as outlined in the project proposal. The Department may provide assistance at the request of the Grantee, or at the Director's recommendation. The Grantee, its employees, agents, and contractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the work under this Grant Agreement. Nothing in this Grant Project Cooperative Agreement shall obligate the Department to or preclude the Department from making additional funds available to the Grantee or its affiliates, including any maintenance costs.

The Grantee specifically agrees, in compliance with the provisions of 571 Iowa Administrative Code section 34.12, that the Grantee will maintain the trees planted on public lands as a part of this project for a period of ten years.

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9. AVAILABILITY OF FUNDS: The Department shall have the right to terminate the Grant Project Cooperative Agreement without penalty if, in the Department's sole discretion, adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Grant Project Cooperative Agreement or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; if the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Grant Project Cooperative Agreement is withdrawn or materially altered or modified; if the Department's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Grant Project Cooperative Agreement.

10. INDEMNIFICATION; LIMITATION OF LIABILITY: The Grantee agrees to indemnify and hold harmless the State of Iowa and the Department, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Iowa or Department, related to or arising from the Grantee's acts or omissions pursuant to this Grant Project Cooperative Agreement. Indemnification obligations of the Grantee shall survive termination of this Grant Project Cooperative Agreement. Nothing in this Grant Project Cooperative Agreement shall be construed to create joint or several liability of a party hereto for the acts, omissions or obligations of the other party. Every person who is a party to the Grant Project Cooperative Agreement is hereby notified and agrees that the State, the Department, and all of their employees, agents, successors, and assigns are immune from liability and suit for the Grantee's and its subcontractors' activities involving third parties arising from the Grant Project Cooperative Agreement.

11. JOINT AND SEVERAL LIABILITY. If the Grantee is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Grant Project Cooperative Agreement, and for any default of activities and obligations.

12. RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS. The Department shall have the right to review and observe, at any time, completed work or work in progress related to the Grant Project Cooperative Agreement. The Grantee shall permit the Department or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Grant Project Cooperative Agreement. Upon the request of the Department, the Grantee shall deliver to the Department or its agents said documentation or materials.

13. PUBLIC RECORDS; RECORDS RETENTION. All records submitted to or inspected by the Department regarding this Grant Project Cooperative Agreement, including this Grant Project Cooperative Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Grant Project Cooperative Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

14. GOVERNING LAW. This Grant Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the Grant Project Cooperative Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

15. COMPLIANCE WITH LAWS. The Grantee agrees that, during the duration of and as a condition of the state's duty to perform under the terms of this Grant Project Cooperative Agreement, it will be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.

16. ASSIGNMENT AND DELEGATION. The Grantee may not assign, transfer or convey in whole or in part this Grant Project Cooperative Agreement without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The Grantee may not delegate any of its obligations or duties under this Grant Project Cooperative Agreement without the prior written consent of the Department.

17. REPAYMENT OBLIGATION. In the event that any funds are deferred or disallowed as a result of any audits or expended in violation of this Grant Project Cooperative Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to the Department for the full amount of any claim disallowed and for all related penalties incurred. If the Department determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Grant Project Cooperative Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Department's final determination of the disallowance of costs. If it is the Department's final determination that costs previously paid by the Department are unallowable under the terms of the Grant Project Cooperative Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to the Department any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors or subrecipients.

18. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Grant Project Cooperative Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

19. INTEGRATION. This Grant Project Cooperative Agreement, including the Grantee's proposal dated (date) and the Derecho Community Forestry Grant Program Description and Instructions, contains the entire understanding between the Grantee and the Department and any representations that may have been made before or after the signing of this Grant Project Cooperative Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Grant Project Cooperative Agreement.

20. EXECUTION: By signing this Grant Project Cooperative Agreement, the Grantee agrees to the terms and conditions set forth in this Grant Project Cooperative Agreement, failure to meet the terms and conditions of this Grant Project Cooperative Agreement may be cause for repayment of all or part of the grant funds.

Date

Jeff Goerndt, State Forester

Iowa Department of Natural Resources

Fed ID #

Grantee Signature

SAM UEI#

Print Name



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

Item No. 5.i.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving updated Water Infrastructure Funding Grant Agreement with the Iowa Finance Authority (Ditch 2 Project)

CONTACT PERSON:

Marketa Oliver, City Administrator
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The American Rescue Plan Act of 2021 was signed into law on March 11, 2021 by President Biden 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 approved an original grant agreement on May 9, 2022 and has since received an updated agreement for execution. The City is ready to submit a reimbursement request for this grant. 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. 220926-198
2. SLFRF Agreement (WIF) - 22-13 Bondurant Ditch 2
3. SLFRF Compliance Certification - 22-13 Bondurant Ditch 2

CITY OF BONDURANT
RESOLUTION NO. 220926-198

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

WHEREAS the American Rescue Plan Act of 2021 was signed into law by President Biden 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; and

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; and

WHEREAS the City approved the original grant agreement on May 9, 2022, and recently received an updated grant agreement for execution.

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 26th day of September 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 BETWEEN
THE IOWA FINANCE AUTHORITY
AND**

THE CITY OF BONDURANT, IOWA

AWARD NO.:

22-13

AWARD AMOUNT:

\$ 300,000.00

THIS Water Infrastructure Fund Grant Agreement ("Grant Agreement") is between the Iowa Finance Authority ("Authority" or "IFA") and the City of Bondurant, Iowa ("Subrecipient") (Collectively the "Parties").

AWARD IDENTIFICATION

PROJECT NAME:	Ditch 2 Stream and Floodplain Restoration
SUBRECIPIENT LEGAL ENTITY NAME:	City of Bondurant, Iowa
SUBRECIPIENT ADDRESS:	200 2nd St NE Box 37
CITY, STATE, ZIP:	Bondurant, Iowa 50035
SUBRECIPIENT UEI NUMBER:	
FEDERAL AWARD IDENTIFICATION NUMBER:	SLFRP4374
FEDERAL AWARD DATE:	July 9, 2021
GRANT PERFORMANCE START DATE:	9/8/2022
GRANT PERFORMANCE END DATE:	12/31/2026
AMOUNT OF FEDERAL FUNDS OBLIGATED:	\$ 300,000.00
FEDERAL GRANT PROJECT DESCRIPTION:	Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY:	US Department of Treasury
NAME OF PASS-THROUGH ENTITY:	Iowa Finance Authority
ADDRESS OF PASS-THROUGH ENTITY:	1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION:	Aaron Smith, (515) 452-0461
ASISTANCE LISTING NUMBER:	21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE:	\$ 300,000.00
IS THIS AWARD R & D:	No

ARTICLE 1 – FUNDING

1.1 FUNDING SOURCE

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

1.2 MAXIMUM PAYMENTS

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the AMOUNT OF FEDERAL FUNDS OBLIGATED specified in the above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

1.3 FAILURE TO RECEIVE GRANT FUNDS

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

ARTICLE 2 – USE OF FUNDS

2.1 GENERAL

The Subrecipient applied for funding to complete a water infrastructure project located in Bondurant, Iowa (the “Project”). The Water infrastructure Fund (“WIF”) application and any supporting documentation (the “Application”) submitted to the Authority by the Subrecipient is incorporated herein by reference. The Subrecipient shall complete in a satisfactory and proper manner, as determined by the Authority, the Project as described in this Grant Agreement and the Application, and any other documents between the Authority and the Subrecipient that dictate the terms of the Grant Subrecipient’s performance with regard to the Project (the “Project Documents”).

The Subrecipient 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 provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 (“Final Rules”) and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

2.2 PROJECT

Changes from the approved project detailed in Exhibit A must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

3.1 GRANT AGREEMENT EXECUTED

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

3.2 DOCUMENTATION REQUIRED FOR PAYMENT

The Authority reserves the right to request additional documentation relating to expenditures to be reimbursed, including but not limited to copies of cancelled checks, invoices, receipts, staff time tracking, or payrolls in order to verify the expenditures were for uses eligible for reimbursement using SLFRF and incurred during the time period set forth in Paragraph 5.6 below.

ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT

The Subrecipient represents, covenants, and warrants that:

4.1 AUTHORITY

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

4.2 USE OF FUNDS

The Subrecipient will use the Grant Funds to acquire, construct, and equip the Project in accordance with this Grant Agreement and the Project Documents; any applicable state or federal law including, but not limited to, the provisions of the Act and Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

4.3 FINANCIAL INFORMATION

All financial statements and related materials concerning the Grant provided to the Authority in the Application and the Project Documents are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

4.4 APPLICATION

The contents of the Application and the Project Documents are/were 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 Subrecipient since the date the Subrecipient submitted its Application and Project Documents that have not been communicated to the Authority.

4.5 CLAIMS AND PROCEEDINGS

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant 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 Subrecipient, affecting the property involved in this Grant Agreement.

4.6 PRIOR AGREEMENTS

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

4.7 TERM OF AGREEMENT

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

5.1 WORK AND SERVICES

The Subrecipient shall perform work and services as described in the Project Documents previously submitted to the Authority.

5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS

The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance. The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.3 REPORTING

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. Reporting may include, but not be limited to, photographs documenting progress toward project completion.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.4 RECORDS

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Grant Agreement or December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

5.5 ACCESS TO RECORDS/INSPECTIONS

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

5.6 USE OF GRANT FUNDS/TIMEFRAMES

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 Construction of the Project shall commence no later than 6 months after the Award Date unless the Authority agrees in writing to a commencement date later than 6 months after the Award Date.

5.6.3 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Therefore, **all costs incurred prior to March 3, 2021 and**

after December 31, 2024 are not eligible uses of these funds. The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

5.9 CONFLICT OF INTEREST

5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:

5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

5.10 CONFIDENTIALITY OF RECORDS AND INFORMATION

To the extent necessary to carry out its responsibilities under this Grant Agreement, the Subrecipient's employees, agents, contractors and subcontractors and employees of contractors or subcontractors shall have access to data and information, including Personally Identifiable Information ("PII") and other private and confidential information. The PII and other private and

confidential information shall remain the property of the Subrecipient at all times. All parties must use PII data protection best practices including password protection of documents, encryption at rest and post-use deletion. No information or data collected, maintained, or used in the course of performance of this Grant Agreement, including but not limited to PII or other private or confidential information, shall be disseminated by the Subrecipient or the Subrecipient's employees, agents, contractors, or subcontractors or any contractor's or subcontractor's employees, except as authorized by law or as required for the performance of this Grant Agreement.

5.11 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.11.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.
- 5.11.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.11.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

5.15 PROGRAM CERTIFICATIONS

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.15.1 *Confidentiality.* In connection with the above certification, the Subrecipient shall develop and implement written procedures to ensure that all records containing PII of any individual or family, who applies for and/or receives assistance, will be kept secure and confidential.
- 5.15.2 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.

- 5.15.3 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

5.16 DOCUMENTATION AND SIGNAGE.

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

ARTICLE 7 – DEFAULT AND REMEDIES

7.1 EVENTS OF DEFAULT

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.
- 7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.
- 7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

- 7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

7.2 NOTICE OF DEFAULT

The Authority shall issue a written notice of default providing therein a 30-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

7.3 REMEDIES UPON DEFAULT

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

- 7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;
- 7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and
- 7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

ARTICLE 8 – GENERAL PROVISIONS

8.1 AMENDMENT

- 8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include extensions for completion of Grant activities, changes to the Grant including, but not limited to, alteration of existing approved activities or inclusion of new activities.
- 8.1.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.
- 8.1.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

8.2 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in federal funds.

- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor's report, or nine months after the end of the organization's fiscal year.
- 8.2.3 *Closeout.* The Subrecipient agrees to provide all reports and documents as requested to the Authority. If an audit is required per 8.2.2 above, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.

8.3 UNALLOWABLE COSTS

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority's final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority's final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

8.4 SUSPENSION

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

8.5 TERMINATION

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.
- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, if it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

8.6 PROCEDURES UPON TERMINATION

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth

the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.

8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.

8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

8.7 ENFORCEMENT EXPENSES

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

8.8 INDEMNIFICATION

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 BINDING EFFECT

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

9.2 SURVIVAL OF GRANT AGREEMENT

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

9.3 GOVERNING LAW

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

9.4 WAIVERS

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

9.5 LIMITATION

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

9.6 HEADINGS

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

9.7 INTEGRATION

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

9.8 COUNTERPARTS

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

9.9 DOCUMENTATION

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

9.10 DOCUMENTS INCORPORATED BY REFERENCE

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 The Project Documents.

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11 ORDER OF PRIORITY

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;

9.11.2 Articles 1 - 9 of this Agreement;

9.11.3 The Project Documents;

9.11.4 The Application.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the dates specified below.

SUBRECIPIENT: City of Bondurant, Iowa

By:

Signed

Print Name

Title

Date

IOWA FINANCE AUTHORITY:

By:

Deborah V. Durham, Executive Director

Date

EXHIBIT A

PROJECT – APPLICATION ON FILE

Summary description of the Project receiving funding:

The Project will address flooding and water-quality issues in a ~2,400 foot tributary to Mud Creek called "Ditch Number Two" between NE 78th Avenue on the north and the Chichaqua Valley Trail on the south.

Recent storms (Tornado, 2020 Derecho, and 2018 Flood) have left many trees down in the channel, resulting in erosion of nearly vertical banks. The previously straightened and entrenched channel is currently unable to convey even small flood events without overtopping and eroding banks due to the extreme debris deposition in the upper reach. The project will remove the debris and stabilize the banks by creating a multi-staged floodplain cross section as well as restoring a natural "riffle-pool-run" stream profile with 6 rock riffles.

The intent of the project is to create a restored natural neighborhood amenity by improving this reach of Ditch 2 with respect to floodplain connectivity and flood conveyance and reducing stream bank erosion through establishment of floodplain benches, stable slopes, and native vegetation. The City will provide funding for all non-eligible project elements (trail, trail nodes, public amenities, etc.) as well as the 5% cost share.

Grant Award Amount – \$ 300,000.00

Participant's Notice Address:

City of Bondurant, Iowa

200 2nd St NE Box 37

Bondurant, Iowa 50035

Attention: _____

Refer to the Application on file for full details of the Application and Project.

EXHIBIT 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. Administrative Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. 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.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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; (1) 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.

15. 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.

16. 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.
- 17. 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.
- 18. 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 Exhibit B]

WATER INFRASTRUCTURE FUND

Request for Disbursement of and Certification of Compliance with State and Local Fiscal Recovery Fund Requirements



Subrecipient Name:	City of Bondurant, Iowa
WIF Grant Number:	22-13
Unique Entity ID (UEI):	

Subrecipient hereby requests reimbursement for costs reflected on the Grant Disbursement Request attached hereto totaling \$_____.

CERTIFICATION

By signing and submitting the Request for Disbursement, I certify as follows:

1. I am authorized to bind the Subrecipient;
2. Subrecipient acknowledges that the funds for the award are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan Act of 2021 (ARPA);
3. Subrecipient acknowledges that falsification of records or documentation of costs or misrepresentation in the application submitted by the Subrecipient or in connection with this request for disbursement will result in forfeiture of the grant and the Subrecipient will be required to return to the Iowa Economic Development Authority (IEDA) all grant funds disbursed to it;
4. The costs submitted were incurred during the period March 3, 2021 through December 31, 2024;
5. The costs are related to the Project described in the Subrecipient's application for a grant;
6. The costs are eligible for reimbursement based on the provisions of state and federal law, including ARPA; SLFRF; U.S. Department of Treasury guidance, rules, and regulations; and the terms and conditions set out in the agreement between the Iowa Finance Authority and the above-reference Subrecipient (Grant Agreement);
7. As it relates to the Project, the Subrecipient has complied with and remains in compliance with all provision of the Grant Agreement;
8. As it relates to the Project, the Subrecipient has complied with and remains in compliance with all statutes, rules, regulations, and guidance applicable to SLFRF, including but not limited to laws and regulations set out in Exhibit B to the Grant Agreement;
9. The Project is subject to a Project labor agreement and is in compliance with the Davis-Bacon Act and the Procurement Standards set out at 2 C.F.R. [§§ 200.317 through 200.327](#), including [§ 200.319](#) Competition, which provides that
 - (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#);

10. Subrecipient understands and acknowledges that failure to comply with all statutes, rules, regulations, and guidance applicable to SLFRF will result in repayment of funds disbursed and forfeiture of the grant;
11. Subrecipient understands and acknowledges that I may be required to submit documentation of compliance with all statutes, rules, regulations, standards, and guidance applicable to SLFRF, including but not limited to 2 C.F.R. 200;
12. There has been no material adverse change to the Subrecipient's business since the Award Date;
13. The Subrecipient's business remains in good standing with all state and federal agencies, including but not limited to, the following:
 - Iowa Department of Revenue
 - Iowa Department of Agriculture and Land Stewardship
 - Iowa Department of Natural Resources
 - Occupational Safety and Health Administration (state or federal)
 - Others as applicable to your specific business operation.(If the business is not in good standing with any applicable state or federal agency, please contact IFA staff prior to submission of this request.)

Subrecipient and I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring assistance from a state agency or subdivision. Furthermore, Subrecipient and I understand that providing false, misleading, or fraudulent information to the Iowa Finance Authority may result in civil and/or criminal liabilities and penalties against the Subrecipient and its representatives.

Subrecipient
(*organization*): _____

By (signed): _____

Title _____

Printed: _____

Date: _____



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

Item No. 5.j.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving Tahoe Purchase for Bondurant Emergency Services in the amount of \$40,382

CONTACT PERSON:

Marketa Oliver, City Administrator
Aaron Kreuder

BRIEF HISTORY & ANALYSIS: The attached resolution approved the purchase of a 2023 Chevy Tahoe Duty Vehicle for Bondurant Emergency Services. The vehicle will be a basic vehicle that will be used for Fire Department inspections. At a later date, this vehicle will be updated with an emergency vehicle lighting package so as to be used for a response vehicle when needed. Staff recommends purchasing the vehicle from Karl Chevrolet and the investment is \$40,382.

The current Tahoe duty vehicle that is in service will be used as a command vehicle for on-duty staff response. This vehicle was included in the FY23 City budget.

FUNDING SOURCE: General Fund (001-150-6710/001-160-6710)

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-199

CITY OF BONDURANT
RESOLUTION NO. 220926-199

RESOLUTION APPROVING PURCHASE OF 2023 CHEVY TAHOE DUTY VEHICLE
FOR BONDURANT EMERGENCY SERVICES

WHEREAS on September 2nd, 2022, the City of Bondurant received the purchase quote from Karl Chevrolet Emergency Vehicles AND

WHEREAS the City of Bondurant accepts the purchase agreement for purchase of:

1- 2023 Chevy Tahoe Pursuit PPV

WHEREAS the City Council approves the purchase agreements for purchase; AND

WHEREAS payments are to be made to Karl Chevrolet Emergency Vehicles; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 2023 Chevy Tahoe Duty Vehicle purchase is awarded to Karl Chevrolet Emergency Vehicles in the amount of \$40,382.00 and the purchase is hereby approved.

Passed this 26th day of September 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				



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

Item No. 5.k.
For Meeting of 9/26/2022
Resolution

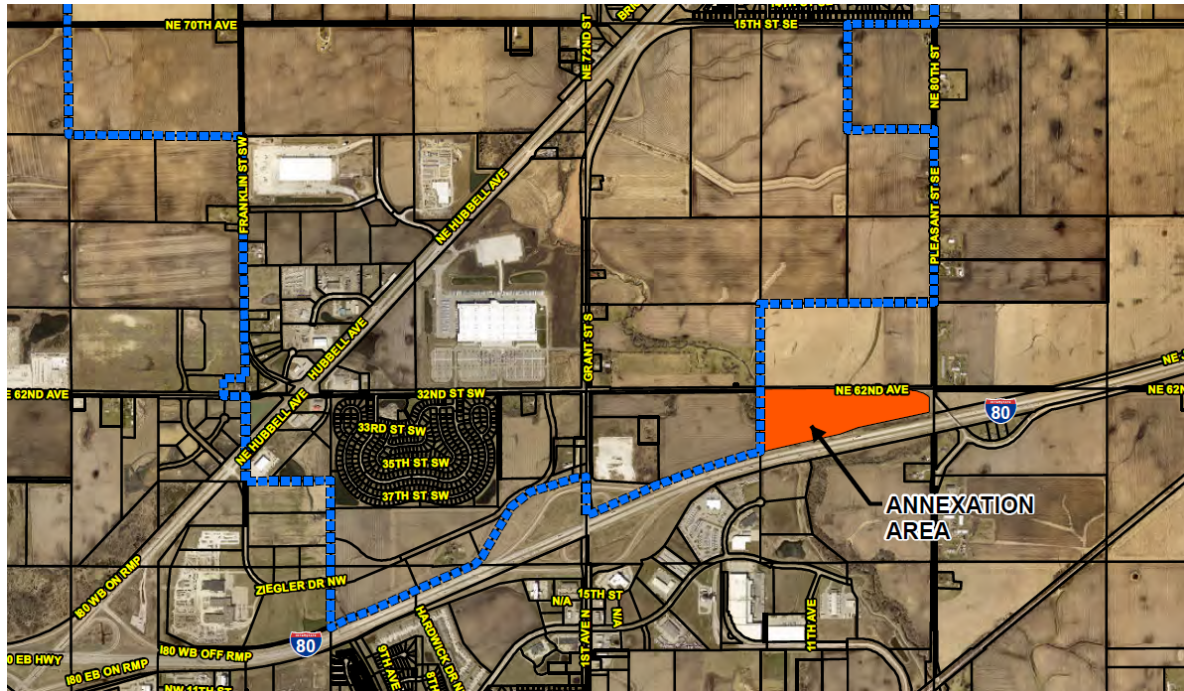
TITLE: - Resolution Certifying Population for recently-annexed ground (Gholds)

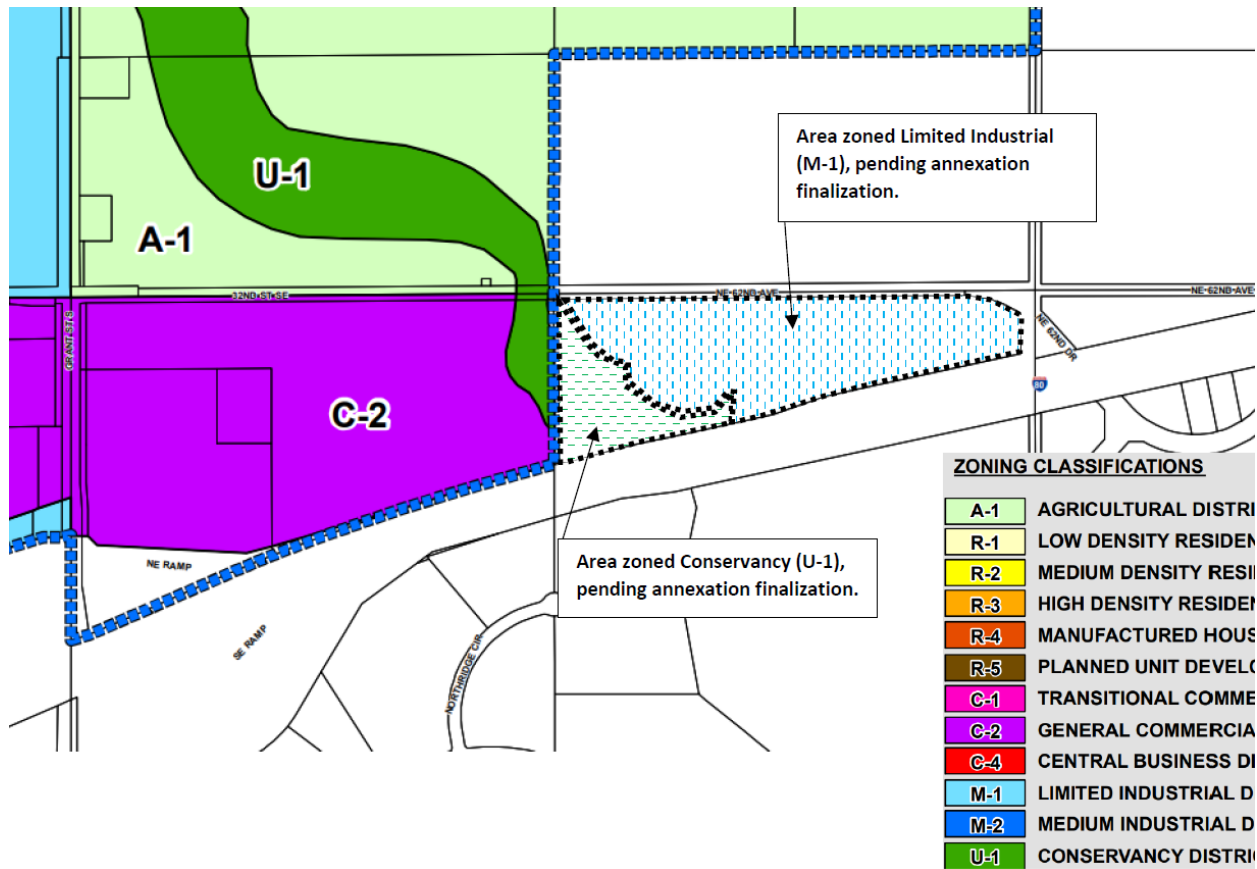
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant received and acted on a request for annexation submitted by Gholds LLC, property owner. This annexation was 100% voluntary annexation request. Since this annexation area is located within 2 miles of Altoona's city limits, the request was reviewed by Bondurant's Planning & Zoning Commission and City Council and was also considered for approval by the State's City Development Board before it becomes official.

The annexation area is comprised of 37.38 acres - this includes south 1/2 of NE 62nd Avenue/32nd Street SE adjacent to the annexation area. The following map identifies the annexation area in orange. This map shows that Bondurant's current existing city limits exist immediately adjacent to the west of the Gholds LLC parcel.





When the Planning & Zoning Commission and City Council review annexation requests, they review the following topics: Consistency with the Comprehensive Plan, Street & Utility Connectivity, and Outreach.

Consistency with the Comprehensive Plan

Consistency with the Comprehensive Plan was considered as part of the March 2022 rezoning ordinance consideration process. As part of the March 2022 rezoning ordinance review process, an amendment to the City's 2012 Future Land Use Map was approved - the amendment was from a future use designation of Reserve Office to a future use designation of Industrial for these areas located outside the future use designation area of Open Space along the Mud Creek corridor.

Annexation of this Gholds LLC land is also consistent with the following policy of the 2012 Comprehensive Plan:

4.10: Locate industrial and office land uses so as to minimize traffic conflicts with the rest of the community.

Street & Utility Connectivity

This annexation area fronts the existing NE 62nd Avenue/32nd Street SE street corridor and also the existing NE 80th Street/Pleasant Street SE street corridor.

This annexation area is located along the City's planned water main route along NE 62nd Avenue/32nd Street SE. A 36" sanitary sewer main is located along the Mud Creek corridor on this parcel.

Outreach

As required by Chapter 368 of the Iowa Code, in June 2022, the City mailed annexation notices to the following entities: City of Altoona, Polk County Board of Supervisors, Polk County Attorney, public utilities, and the Des Moines Area Metropolitan Planning Organization.

City Development Board

The City Development Board reviewed and approved the annexation. The final step of the annexation is to certify the population.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-200

CITY OF BONDURANT
RESOLUTION NO. 220926-200

RESOLUTION CERTIFYING POPULATION OF THE POPE, PALMER, REICHERTS
ANNEXATION AREA TO THE STATE TREASURER

WHEREAS, according to the 2020 Census, the City of Bondurant has attained a population of 7,365 people; AND

WHEREAS, on September 19, 2022, the GHolds annexation was recorded after review and approval by the Bondurant City Council and the City Development Board; AND

WHEREAS, the GHolds annexation area is described as follows:

ALL N & W OF INTERSTATE HWY 80 LESS 1.71 A RD NE 1/3 SECTION 7-79-22 AND INCLUDING ANY AND ALL COUNTY ROAD RIGHT-OFWAY TO THE CENTERLINES OF THE ADJACENT ROADS; AND

WHEREAS, the annexation area contains zero (0) dwellings and is currently used for agricultural purposes; AND

WHEREAS, the population of the annexed area has been determined to be zero (0); AND

WHEREAS, the City of Bondurant certifies the population of the last known data from the 2020 Census.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa that the certification of population of the GHolds Annexation Area to the State Treasurer, is hereby approved as presented.

Passed this 26th day of September 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				



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

Item No. 5.I.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving Change Order No. 1 with Earth Works for the Ditch #2 Stream Restoration Public Improvements Project in the amount of \$6,760

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve change order #1 in the amount of \$6,760.00 related to the need for additional pipe for the culvert that runs under the newly installed trail near 2nd St. NW. The pipe was necessitated by unexpected grade adjustments that needed to be made. Also, there was some additional sidewalk work done on the Chayse St. side of the project that was not included in the original contract.

FUNDING SOURCE: Stormwater Bond/Grant Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-201
2. Change Order No. 1

CITY OF BONDURANT
RESOLUTION NO. 220926-201

RESOLUTION APROVING CHANGE ORDER #1 FOR ADDITIONAL MATERIALS AND
SIDEWALK WORK FOR THE DITCH # 2 STREAM RESTORATION PUBLIC
IMPROVEMENT PROJECT TO IOWA EARTH WORKS IN THE AMOUNT OF
\$6,760.00

WHEREAS on September 12th, 2022, the City of Bondurant received change order #1 for the additional culvert materials and sidewalk work for the Ditch # 2 Stream Restoration Public Improvement Project; AND

WHEREAS the City Council approves change order #1 for the additional culvert materials and sidewalk work for the Ditch # 2 Stream Restoration Public Improvement Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that change order #1 for the Ditch # 2 Stream Restoration Public Improvement Project to Iowa Earth Works is hereby approved.

Passed this 26th day of September 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				

CHANGE ORDER NO.: 1

Owner: City of Bondurant
 Engineer: EOR, Inc.
 Contractor: Iowa Earth Works
 Project: Ditch 2 Restoration
 Contract Name: Bid Package #1

Owner's Project No.:
 Engineer's Project No.: 01429-006
 Contractor's Project No.:

Date Issued: 03/31/2022

Effective Date of Change Order:
 08/31/2022

The Contract is modified as follows upon execution of this Change Order: Completion date had been extended and contract pricing is added.

Description: Project completion date has been extended due to delays in original permit approval. Also, contract pricing has been updated to cover costs for new culvert sections, additional debris removal and additional sidewalk.

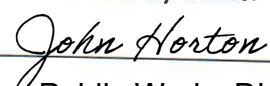
Attachments: Invoice 'Bondurant Extras' from Iowa Earth Works

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 599,175.50		Substantial Completion:	08/31/2022
Increase from previously approved Change Orders		Increase from previously approved Change Orders	
\$ N/A		Substantial Completion:	N/A
Contract Price prior to this Change Order:		Ready for final payment:	
\$ 599,175.50		Contract Times prior to this Change Order:	
Increase this Change Order:		Substantial Completion:	
\$ 6,760.00		Ready for final payment:	
Contract Price incorporating this Change Order:		Increase this Change Order:	
\$ 605,935.50		Substantial Completion:	16 days
		Ready for final payment:	
		Contract Times with all approved Change Orders:	
		Substantial Completion:	09/16/2022
		Ready for final payment:	

Recommended by Engineer (if required)
 By: 
 Title: Engineer
 Date: 9/1/2022

Accepted by Contractor

 Owner
 9-12-22

Authorized by Owner
 By: 
 Title: Public Works Director
 Date: 9-19-2022



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

Item No. 5.m.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving Pay Request No. 2 to Jenco Construction Inc. For the Highway 65 Underpass Public Improvement Project TAP-T-0747(613)-8V-77 in the amount of \$492,623.58

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay app #2 in the amount of \$492,623.58 related to the Highway 65 Pedestrian Underpass Public Infrastructure Improvement Project.

This pay application has been reviewed by engineering staff at Veenstra & Kim and by City Staff for accuracy and is for work completed from August 27th thru September 16th, 2022. The project is approximately 35% completed.

FUNDING SOURCE: Grant funding/ Bond funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-202
2. Pay Request No. 2

CITY OF BONDURANT
RESOLUTION NO. 220926-202

RESOLUTION APPROVING PAY REQUEST NO. 2 TO JENCO CONSTRUCTION INC.
FOR THE HIGHWAY 65 UNDERPASS PUBLIC IMPROVEMENT PROJECT TAP-T-
0747(613)-8V-77 IN THE AMOUNT OF \$492,623.58

WHEREAS, the Highway 65 Underpass Public Improvements Project Pay Request No. 2 was submitted on September 20th, 2022; AND

WHEREAS, the pay request no. 2 is for work completed on Highway 65 Underpass Public Improvement Project from August 27th thru September 16th, 2022; AND

WHEREAS, Engineers from Veenstra & Kimm, Inc. and City Staff have reviewed the pay request for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 2 to Jenco Construction Inc. in the above-referenced amount is hereby approved.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

**ESTIMATE OF CONSTRUCTION COMPLETED****PARTIAL PAYMENT NO. 2****PROJECT TITLE: RCB Culvert New- Single Box, Pedestrian/Bicycle Underpass at US 65 by Oleson Dr North of Grant St****Contractor: JENCO CONSTRUCTION, INC.****Date: September 16, 2022****Original Contract Amount: \$3,563,486.21****Project Number: TAP-T-0747(613)-8V-77****Pay Period: August 27, 2022 to September 16, 2022****Contract ID: 77-0747-613****Accounting ID: 38554****BID ITEMS**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY			UNIT PRICE	VALUE COMPLETED TO DATE
			ESTIMATED (ORIG. CONT.)	AUTHORIZED (INCL. C.O.'S)	COMPLETED TO DATE		
0010	CLEARING AND GRUBBING	UNIT	58.20	58.20	0.00	\$100.00	\$0.00
0020	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	7562.00	7562.00	3,000.00	\$18.00	\$54,000.00
0030	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2985.00	2985.00	1,250.00	\$18.00	\$22,500.00
0040	COMPACTING BACKFILL ADJACENT TO BRIDGES, CULVERTS OR STRUCTURES	CY	145.00	145.00	72.50	\$35.00	\$2,537.50
0050	COMPACTION WITH MOISTURE AND DENSITY CONTROL	CY	1,570.00	1,570.00	0.00	\$54.00	\$0.00
0060	GRANULAR SHOULDERS, TYPE A	TON	175.00	175.00	0.00	\$45.00	\$0.00
0070	SHOULDER FINISHING, EARTH	STA	16.70	16.70	0.00	\$300.00	\$0.00
0080	DETOUR PAVEMENT	SY	575.00	575.00	488.08	\$170.00	\$82,973.60
0090	FLOODED BACKFILL	CY	340.00	340.00	170.00	\$100.00	\$17,000.00
0100	COMPACTION WITH MOISTURE CONTROL (STRUCTURES)	CY	1,070.00	1,248.00	535.00	\$4.00	\$2,140.00
0110	EXCAVATION, CLASS 20, (CO2)	CY	5,300.00	5,300.00	2,465.00	\$15.00	\$36,975.00
0120	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	354.50	354.50	77.32	\$1,200.00	\$92,784.00
0130	STRUCTURAL CONCRETE (RCB CULVERT)	CY	337.90	337.90	187.90	\$1,100.00	\$206,690.00
0140	REINFORCING STEEL	LB	106,474.00	106,474.00	42,450.80	\$2.00	\$84,901.60
0150	APRONS, CONCRETE, 12 IN. DIA.	EACH	3.00	3.00	0.00	\$5,000.00	\$0.00
0160	APRONS, CONCRETE, 18 IN. DIA.	EACH	1.00	1.00	0.00	\$7,500.00	\$0.00
0170	APRONS, CONCRETE, 24 IN. DIA.	EACH	2.00	2.00	0.00	\$9,000.00	\$0.00
0180	APRONS, CONCRETE, 30 IN. DIA.	EACH	1.00	1.00	0.00	\$10,000.00	\$0.00
0190	APRONS, CONCRETE, 36 IN. DIA.	EACH	3.00	3.00	0.00	\$12,500.00	\$0.00
0200	APRONS, CONCRETE, 48 IN. DIA.	EACH	2.00	2.00	0.00	\$15,000.00	\$0.00
0210	BEVELED PIPE AND GUARD, 18INCH	EACH	1.00	1.00	0.00	\$10,000.00	\$0.00
0220	MANHOLE, STORM SEWER, SW-401, 48 IN.	EACH	2.00	2.00	0.00	\$8,500.00	\$0.00
0230	MANHOLE, STORM SEWER, SW-401, 60 IN.	EACH	3.00	3.00	2.00	\$11,500.00	\$23,000.00
0240	MANHOLE, STORM SEWER, SW-401, 72 IN.	EACH	2.00	2.00	0.00	\$13,500.00	\$0.00
0250	MANHOLE, STORM SEWER, SW-403 MODIFIED	EACH	1.00	1.00	0.00	\$10,000.00	\$0.00
0260	MANHOLE ADJUSTMENT, MINOR	EACH	1.00	1.00	0.00	\$2,500.00	\$0.00
0270	MANHOLE ADJUSTMENT, MAJOR	EACH	2.00	2.00	0.00	\$7,500.00	\$0.00
0280	TEMPORARY SHORING	LS	1.00	1.00	0.25	\$50,000.00	\$12,500.00
0290	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	LF	22.90	22.90	0.00	\$110.00	\$0.00
0300	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 18 IN.	LF	96.50	96.50	0.00	\$130.00	\$0.00
0310	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 24 IN.	LF	213.60	213.60	0.00	\$165.00	\$0.00
0320	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 30 IN.	LF	54.00	54.00	8.00	\$200.00	\$1,600.00
0330	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 36 IN.	LF	272.10	272.10	0.00	\$250.00	\$0.00
0340	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 48 IN.	LF	1,021.80	1,021.80	0.00	\$350.00	\$0.00
0350	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3000D (CLASS IV), 30 IN.	LF	197.20	197.20	107.00	\$250.00	\$26,750.00
0360	STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 3750D (CLASS V), 12 IN.	LF	60.30	60.30	0.00	\$150.00	\$0.00
0370	REMOVE STORM SEWER PIPE LESS THAN OR EQUAL TO 36 IN.	LF	346.00	346.00	0.00	\$55.00	\$0.00
0380	ENGINEERING FABRIC	SY	405.00	405.00	0.00	\$7.00	\$0.00
0390	REVTMENT, CLASS C	TON	120.00	120.00	0.00	\$73.50	\$0.00
0400	REVTMENT, CLASS E	TON	360.00	360.00	0.00	\$73.25	\$0.00
0410	REMOVAL OF RECREATIONAL TRAIL	SY	32.00	32.00	0.00	\$20.00	\$0.00
0420	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 4 IN.	SY	312.00	312.00	0.00	\$93.00	\$0.00
0430	RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	SY	1,150.00	1,150.00	0.00	\$97.00	\$0.00

[illegible]

MATERIALS STORED SUMMARY					
Item No.	Description	Unit	Quantity	Unit Price	Extended Cost
1	MidStates Precast Products (Pipe and Structures)	LS	1	\$ 78,809.00	\$ 78,809.00
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
Total Materials Stored					\$78,809.00

SUMMARY		
	Original Contract	Value Completed
Bid Item Subtotal	\$3,563,486.21	\$1,111,235.34
APPROVED CHANGE ORDERS		
Change Order No.	Description/Notes	Total Approved
1	Temporary Covering of Signals	\$2,600.97
2	RCBC Special Backfill	\$29,470.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
10		\$0.00
Total Change Orders		\$32,070.97
		Total Approved
Revised Contract Price		\$3,595,557.18
		Value Completed
Total Materials Stored		\$78,809.00
Value Completed Plus Total Materials Stored		\$1,190,044.34
Less Retainage Percentage (3%); \$30,000 Max		\$30,000.00
Total Earned Less Retainage		\$1,160,044.34
PREVIOUSLY APPROVED PARTIAL PAYMENTS		
Partial Payment No.	Period	Total Approved
1	July 18, 2022 to August 26, 2022	\$667,420.76
2		\$0.00
3		\$0.00
4		\$0.00
5		\$0.00
6		\$0.00
7		\$0.00
8		\$0.00
9		\$0.00
10		\$0.00
Less Total Previously Approved Partial Payments		\$667,420.76
Amount Due This Request		\$492,623.58
Note: The amount \$492,623.58 is recommended for approval for payment in accordance with the terms of the Contract.		
CONTRACT SUMMARY		
ORIGINAL CONTRACT AMOUNT		\$3,563,486.21
REVISED CONTRACT PRICE		\$3,595,557.18
AMOUNT DUE THIS REQUEST		\$492,623.58
VALUE COMPLETED		\$1,160,044.34
BALANCE		\$2,435,512.84
PERCENT COMPLETE		33.1%
Signatures applied through DocExpress		



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

Item No. 5.n.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution authorizing the execution and delivery of a First Amendment to Loan Agreement with respect to the City's Private College Facility Revenue Bonds (Grand View University Project), Series 2012B and the Execution and deliver of Related Documents.

CONTACT PERSON:

Jene Jess, Finance Director
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: In 2012, the City of Bondurant served as a conduit for bond financing for Grand View University. This resolution amends that loan agreement. The new bond is an aggregate principal amount of \$4,155,000. The bond is a special limited obligation of the City. The principal of, premium, if any, and interest on the bond shall be payable solely out of the revenues derived from the loan agreement. This means this action does not constitute any indebtedness of the City as it relates to State constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City or a charge against the City's general credit. The City is simply the conduit for this financing, as provided by State law.

The City's Bond Counsel has reviewed the documents. The City of Bondurant charges a fee to conduct the issuance of said bonds under the City's Conduit Revenue Bond Policy adopted by the City Council in December, 2021.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-203

CITY OF BONDURANT
RESOLUTION NO. 220926-203

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
FIRST AMENDMENT TO LOAN AGREEMENT WITH RESPECT TO THE
CITY'S PRIVATE COLLEGE FACILITY REVENUE BONDS (GRAND
VIEW UNIVERSITY PROJECT), SERIES 2012B AND THE EXECUTION
AND DELIVERY OF RELATED DOCUMENTS.

WHEREAS, the City of Bondurant, Iowa (hereinafter referred to as the "City"), is a municipal corporation and political subdivision organized and existing under the laws and the Constitution of the State of Iowa (the "State"), and is authorized and empowered by Chapter 419 of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue revenue bonds and loan the proceeds from the sale of said bonds to one or more parties to be used to defray all or a portion of the cost of acquiring, improving and equipping of a "project" (as defined in the Act) located within eight miles of the corporate limits of the City for the purpose of securing and developing industry and trade within or near the City in order to create jobs and employment opportunities and to improve the welfare of the residents of the City and the State; and

WHEREAS, the City previously issued its Private College Facility Revenue Bonds (Grand View University Project), Series 2012B (the "Bond") in an aggregate principal amount not exceeding \$8,000,000 and loaned the proceeds to Grand View University (the "University") for the purpose of financing (a) the construction, improving and equipping of (i) an addition to an existing student residence hall containing approximately 44,000 square feet and including approximately 40 suite-style rooms on four floors with beds for approximately 160 students; and (ii) other parking lot and campus improvements (together, the "Project"), all on the campus of Grand View University, located at 1200 Grandview Ave., in Des Moines, Iowa, a location that is within eight miles of the corporate limits of the City; (b) capitalized interest; and (c) costs of issuance; and

WHEREAS, a public hearing on the proposal to issue the Bond was previously held upon original issuance in compliance with Section 147 of the Internal Revenue Code of 1986 and Chapter 419 of the Code of Iowa; and

WHEREAS, the City has been requested by the University to amend certain provisions of the Loan Agreement among the City, Bankers Trust Company (the "Bank") and the University (the "Original Loan Agreement") dated as of May 1, 2012, and these actions will cause a deemed refunding of the Bonds under the Internal Revenue Code of 1986; and

WHEREAS, in order to provide for the amendments to the Loan Agreement, the Issuer will execute and deliver a First Amendment to Loan Agreement (the "Amendment" and together with the Original Loan Agreement, the "Loan Agreement") among the Bank, the University and the Issuer; and

WHEREAS, there have been presented to this meeting the following documents, which the City proposes to enter into:

1. The form of First Amendment to Loan Agreement;
2. The form of the Bond, as set forth in the Loan Agreement; and
3. such other documents as is necessary to affect the Amendment.

WHEREAS, it appears that each of the instruments above referred to, which are now before each of the members of the City Council of Bondurant, Iowa, is in appropriate form and is an appropriate instrument for the purposes intended;

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

Section 1. That a new Bond in the form attached to the Amendment and in an aggregate principal amount of \$4,155,000 be and the same is hereby authorized and ordered to be issued by the City in accordance with the Amendment as a replacement for the existing Bond. The actual principal amount of the Bond and the maturity date for the Bond shall be set forth in the Loan Agreement. The interest rate to be borne by the Bond shall be a variable rate as set forth in and subject to the terms and conditions of the Loan Agreement. That the Mayor (the "Mayor") and City Clerk (the "City Clerk") of the City are hereby authorized and directed to execute and deliver the Bond.

Section 2. That to provide for the modifications to the Bonds, that there be and there is hereby authorized the execution of the Amendment in the form and with the contents hereinafter set forth and the Mayor and the City Clerk are hereby authorized and directed to execute and acknowledge the Amendment and affix the seal of the City thereto, which Amendment is to be in substantially the same form and text and is to contain substantially the same provisions as that set forth in the official records of the proceedings hereof, with such changes therein as shall be approved by the officers executing such document, approval to be conclusively evidenced by the execution thereof.

Section 3. That the exchange of the Bond to the Bank be and the same is hereby approved and confirmed and the Mayor and the City Clerk are hereby authorized to execute and deliver any appropriate instrument to evidence the exchange of the Bond to the Bank.

Section 4. THAT THE BOND SHALL BE A SPECIAL LIMITED OBLIGATION OF THE CITY. THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BOND SHALL BE PAYABLE SOLELY OUT OF THE REVENUES DERIVED FROM THE LOAN AGREEMENT OR OTHERWISE PLEDGED, ASSIGNED OR SECURED

THEREUNDER AND ARE NOT OTHERWISE AN OBLIGATION OF THE CITY. THE BOND AND INTEREST THEREON SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT.

Section 5. That the Mayor and the City Clerk are hereby authorized and directed to execute any and all documents and certificates and do any and all things deemed necessary in order to affect the reissuance of the Bond and the execution and delivery of the Amendment and to carry out the intent and purposes of this resolution.

Section 6. That the City acknowledges that at the time of original issuance it designated the Bond as a “qualified tax-exempt obligation” for calendar year 2012 within the meaning of Section 265(b) of the Internal Revenue Code of 1986 (relating to pro rata allocation of interest expense of financial institutions to tax-exempt interest).

Section 7. That the provisions of this resolution are hereby declared to be separable and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 8. That all resolutions and parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 9. That this resolution shall become effective immediately upon its passage and approval.

Passed and approved this 26th day of September 2022.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Shelby Hagan, City Clerk of the City of Bondurant, Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said City; and that I have carefully compared the transcript hereto attached with the aforesaid records and that said transcript hereto attached is a true, correct and complete copy of all of the records showing the action taken with respect to the matters set forth therein by the members of said City on September 26, 2022, which proceedings remain in full force and effect, and have not been amended and rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the City and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the City (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the City and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no vacancy on the Council of the City existed except as may be stated in said proceedings, and that there is no controversy or litigation pending, prayed or threatened involving the incorporation, organization and existence of the City or the right of the individuals named therein as members to their respective positions.

WITNESS my hand and the seal of said City hereto affixed this 26th day of September, 2022.

Shelby Hagan, City Clerk

(SEAL)



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

Item No. 5.o.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving Pay Request No. 14 for the Northeast Storm Sewer Public Infrastructure Project (Release of Retainage)

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay app #14 in the amount of \$38,682.87 related to the Northeast Storm Sewer Public Infrastructure Improvement Project.

This pay application has been reviewed by engineering staff at Veenstra & Kim and by City Staff for accuracy and is for the release of retainage for the completed project.

FUNDING SOURCE: Bond funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-204
2. Pay Request No. 14

CITY OF BONDURANT
RESOLUTION NO.220926-204

RESOLUTION APPROVING PAY REQUEST NO. 14 TO ABSOLUTE
INFRASTRUCTURE FOR THE NORTHEAST STORM SEWER PUBLIC
INFRASTRUCTURE PROJECT IN THE AMOUNT OF \$38,682.87

WHEREAS the Northeast Storm Sewer Public Infrastructure Project Pay Request No. 14 was submitted on August 9th, 2022; AND

WHEREAS the pay request no. 14 is for the Release of Retainage on the Northeast Storm Sewer Public Infrastructure Project; AND

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

WHEREAS the amount for Pay Request No. 14 is \$38,682.87.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 14 for Absolute Infrastructure in the amount of \$38,682.87 is hereby approved.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Peffer				
McKenzie				
Sillanpaa				

AIA Type Document
Application and Certification for Payment

Pg 1 of 4

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

PROJECT: NE Storm Sewer Bondurant
Bondurant, IA 50035

APPLICATION NO: 14
PERIOD TO: 7/31/2022

DISTRIBUTION TO:
- OWNER
- ARCHITECT
- CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO: NE Storm Sewer Bondurant

CONTRACT FOR:

CONTRACT DATE: 11/2/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	760,937.50
2. Net Change by Change Orders	12,717.48
3. CONTRACT SUM TO DATE (Line 1 + 2)	773,654.98
4. TOTAL COMPLETED AND STORED TO DATE	773,654.98

5. RETAINAGE:

a. 0.00 % of Completed Work	\$ 0.00
b. 0.00 % of Stored Material	\$ 0.00

Total retainage (Line 5a + 5b) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	773,654.98
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7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate) \$ 734,972.11

8. CURRENT PAYMENT DUE	38,682.87
------------------------	-----------

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	36,977.04	0.00
Total approved this Month	0.00	24,259.56
TOTALS	36,977.04	24,259.56
NET CHANGES by Change Order	12,717.48	

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

CONTRACTOR: Absolute Infrastructure
PO BOX 148 SLATER, IA 50244

By: Erica Thompson / Controller Date: 08/01/22

State of: Iowa

County of: Story

Subscribed and Sworn to before me this 1st Day of Aug, 2022

Notary Public: Stephanie Gibbs

My Commission Expires: 4/12/2024

Stephanie Gibbs
Commission Number 831835
My Commission Expires April 12, 2024

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 38,682.87

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

By: [Signature] Date: 8/9/2022

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

AIA Type Document
Application and Certification for Payment

Pg 2 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035			PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035			APPLICATION NO: 14 PERIOD TO: 7/31/2022			DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR			
FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244			VIA (ARCHITECT):			ARCHITECT'S PROJECT NO: NE Storm Sewer Bondu						
CONTRACT FOR:						CONTRACT DATE: 11/2/2020						
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	2.01 - Clearing and Grubbing	1.000	26,214.0000	26,214.00	1.000	26,214.00	.000	0.00	0.00	26,214.00	100.00	.00
1	2.02 - Topsoil Strip Salvage and Respread	1,635.000	43.0000	70,305.00	1,635.000	70,305.00	.000	0.00	0.00	70,305.00	100.00	.00
1	2.03 - Class 10 Excavation	343.000	44.0000	15,092.00	343.000	15,092.00	.000	0.00	0.00	15,092.00	100.00	.00
1	2.04 - Subgrade Preparation	796.000	8.0000	6,368.00	796.000	6,368.00	.000	0.00	0.00	6,368.00	100.00	.00
1	2.05 - Modified Subbase	796.000	16.0000	12,736.00	796.000	12,736.00	.000	0.00	0.00	12,736.00	100.00	.00
1	2.06 - Compaction Testing	1.000	1,526.0000	1,526.00	1.000	1,526.00	.000	0.00	0.00	1,526.00	100.00	.00
1	4.01 - Storm Sewer Trenched RCP 18"	22.700	101.5000	2,304.05	22.700	2,304.05	.000	0.00	0.00	2,304.05	100.00	.00
1	4.02 - Storm Sewer Trenched RCP 30"	260.000	90.0000	23,400.00	260.000	23,400.00	.000	0.00	0.00	23,400.00	100.00	.00
1	4.03 - Storm Sewer Trenched RCP 48"	1,453.400	166.0000	241,264.40	1,453.400	241,264.40	.000	0.00	0.00	241,264.40	100.00	.00
1	4.04 - Removal of Storm Sewer	50.000	24.0000	1,200.00	50.000	1,200.00	.000	0.00	0.00	1,200.00	100.00	.00
1	4.05 - Removal of Culvert	220.000	35.0000	7,700.00	220.000	7,700.00	.000	0.00	0.00	7,700.00	100.00	.00
1	4.06 - Pipe Culvert CMP 18"	24.000	81.5000	1,956.00	24.000	1,956.00	.000	0.00	0.00	1,956.00	100.00	.00
1	4.07 - Pipe Apron RCP 48"	1.000	6,126.0000	6,126.00	1.000	6,126.00	.000	0.00	0.00	6,126.00	100.00	.00
1	5.01 - Water Main Relocation #1	1.000	7,145.0000	7,145.00	2.000	14,290.00	-(1.00)	(7,145.00)	0.00	7,145.00	100.00	.00
1	6.01 - Manhole SW 401 72"	4.000	8,060.0000	32,240.00	4.000	32,240.00	.000	0.00	0.00	32,240.00	100.00	.00
1	6.02 - Manhole SW 401 84"	3.000	10,352.0000	31,056.00	3.000	31,056.00	.000	0.00	0.00	31,056.00	100.00	.00
1	6.03 - Intake SW 513	1.000	5,998.0000	5,998.00	1.000	5,998.00	.000	0.00	0.00	5,998.00	100.00	.00
1	6.04 - Inlet Structure	1.000	12,514.0000	12,514.00	1.000	12,514.00	.000	0.00	0.00	12,514.00	100.00	.00
1	6.05 - Manhole Adjustment Minor	1.000	2,135.0000	2,135.00	1.000	2,135.00	.000	0.00	0.00	2,135.00	100.00	.00
1	6.06 - Remove Manhole	1.000	1,896.0000	1,896.00	1.000	1,896.00	.000	0.00	0.00	1,896.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035			PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035			APPLICATION NO: 14 PERIOD TO: 7/31/2022			DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR			
FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244			VIA (ARCHITECT):			ARCHITECT'S PROJECT NO: NE Storm Sewer Bondurant						
CONTRACT FOR:			CONTRACT DATE: 11/2/2020									
ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	6.07 - Remove Intake	1.000	1,273.0000	1,273.00	1.000	1,273.00	.000	0.00	0.00	1,273.00	100.00	.00
1	7.01 - Pavement PCC 8"	633.000	63.0000	39,879.00	443.000	27,909.00	190.00	11,970.00	0.00	39,879.00	100.00	.00
1	7.02 - Pavement Samples and Testing	1.000	1,526.0000	1,526.00	1.000	1,526.00	.000	0.00	0.00	1,526.00	100.00	.00
1	7.03 - Pavement Removal	633.000	25.0000	15,825.00	673.000	16,825.00	(40.00)	(1,000.00)	0.00	15,825.00	100.00	.00
1	7.04 - Removal of Sidewalk/Trail	355.000	19.0000	6,745.00	355.000	6,745.00	.000	0.00	0.00	6,745.00	100.00	.00
1	7.05 - Trail PCC	284.000	70.0000	19,880.00	284.000	19,880.00	.000	0.00	0.00	19,880.00	100.00	.00
1	7.06 - Sidewalk PCC	71.000	70.0000	4,970.00	71.000	4,970.00	.000	0.00	0.00	4,970.00	100.00	.00
1	7.07 - Detectable Warnings	40.000	58.0000	2,320.00	40.000	2,320.00	.000	0.00	0.00	2,320.00	100.00	.00
1	7.08 - Driveway Granular 6"	25.000	31.0000	775.00	25.000	775.00	.000	0.00	0.00	775.00	100.00	.00
1	8.01 - Temporary Traffic Control	1.000	5,534.0000	5,534.00	1.000	5,534.00	.000	0.00	0.00	5,534.00	100.00	.00
1	9.01 - Hydraulic Seeding. Seeding, Fert & Mulch	3.000	3,204.0000	9,612.00	1.510	4,838.04	1.49	4,773.96	0.00	3,204.00	100.00	.00
1	9.02 - Sod	215.000	75.7500	16,286.25	198.000	14,998.50	17.00	1,287.75	0.00	16,286.25	100.00	.00
1	9.03 - Plants w/ Warranty River Birch	10.000	291.0000	2,910.00	10.000	2,910.00	.000	0.00	0.00	2,910.00	100.00	.00
1	9.04 - SWPPP Preparation	1.000	582.0000	582.00	1.000	582.00	.000	0.00	0.00	582.00	100.00	.00
1	9.05 - SWPPP Management	1.000	2,621.0000	2,621.00	.900	2,358.90	0.10	262.10	0.00	2,621.00	100.00	.00
1	9.06 - Filter Sock 9"	2,500.000	2.7500	6,875.00	416.000	1,144.00	2,084.00	5,731.00	0.00	6,875.00	100.00	.00
1	9.07 - Filter Socks Removal	2,500.000	.2500	625.00	117.000	29.25	2,383.00	595.75	0.00	625.00	100.00	.00
1	9.08 - Temporary RECP Type 2	670.000	3.0000	2,010.00	728.000	2,184.00	(58.00)	(174.00)	0.00	2,010.00	100.00	.00
1	9.09 - Flow Transitions	320.000	22.5000	7,200.00	24.000	540.00	296.00	6,660.00	0.00	7,200.00	100.00	.00
1	9.10 - Wood Privacy Fence	101.000	71.0000	7,171.00	101.000	7,171.00	.000	0.00	0.00	7,171.00	100.00	.00

AIA Type Document
Application and Certification for Payment

Pg 4 of 4

TO (OWNER): City of Bondurant 200 2nd St. NE Bondurant, IA 50035	PROJECT: NE Storm Sewer Bondurant Bondurant, IA 50035	APPLICATION NO: 14 PERIOD TO: 7/31/2022	DISTRIBUTION TO: - OWNER - ARCHITECT - CONTRACTOR
FROM (CONTRACTOR): Absolute Infrastructure PO BOX 148 SLATER, IA 50244	VIA (ARCHITECT):	ARCHITECT'S PROJECT NO: NE Storm Sewer Bondu	

CONTRACT FOR:

CONTRACT DATE: 11/2/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	9.11 - Parcel Accommodations, Easement 6	1.000	10,668.0000	10,668.00	1.000	10,668.00	.000	0.00	0.00	10,668.00	100.00	.00
1	9.12 - Parcel Accommodations, Easement 12	1.000	9,251.0000	9,251.00	1.000	9,251.00	.000	0.00	0.00	9,251.00	100.00	.00
1	9.13 - Parcel Accommodations, Easement 13	1.000	11,011.5000	11,011.50	1.000	11,011.50	.000	0.00	0.00	11,011.50	100.00	.00
1	9.13 - Parcel Accommodations, Easement 13	1.000	3,250.5000	3,250.50	1.000	3,250.50	.000	0.00	0.00	3,250.50	100.00	.00
1	9.14 - Parcel Accommodations, Easement 14	1.000	10,874.0000	10,874.00	1.000	10,874.00	.000	0.00	0.00	10,874.00	100.00	.00
1	9.14 - Parcel Accommodations, Easement 14	1.000	3,517.0000	3,517.00	1.000	3,517.00	.000	0.00	0.00	3,517.00	100.00	.00
1	11.01 - Construction Survey	1.000	6,990.0000	6,990.00	1.000	6,990.00	.000	0.00	0.00	6,990.00	100.00	.00
1	11.02 - Mobilization	1.000	39,480.8000	39,480.80	1.000	39,480.80	.000	0.00	0.00	39,480.80	100.00	.00
1	11.03 - Concrete Washout	1.000	2,100.0000	2,100.00	1.000	2,100.00	.000	0.00	0.00	2,100.00	100.00	.00
1	CO1 Extra Clearing & Grubbing	1.000	6,678.0000	6,678.00	1.000	6,678.00	.000	0.00	0.00	6,678.00	100.00	.00
1	CO2 Added No Mow/Low Grown Seeding	.500	3,245.0000	1,622.50	.200	324.50	.800	1,2998.00	0.00	1,622.50	100.00	.00
1	CO3 Added Message Board on Grant Closure	12.000	194.7700	2,337.24	12.000	2,337.24	.000	0.00	0.00	2,337.24	100.00	.00
1	CO4 Added 4' Chain Link Gate	1.000	2,104.3000	2,104.30	1.000	2,104.30	.000	0.00	0.00	2,104.30	100.00	.00
1	CO5 Added Extra Depth to Paving	190.000	101.5000	19,285.00	190.000	19,285.00	.000	0.00	0.00	19,285.00	100.00	.00
1	CO6 Added White Pine Evergreen Trees	10.000	495.0000	4,950.00	10.000	4,950.00	.000	0.00	0.00	4,950.00	100.00	.00
1	CO7 Reconcile Overrun/Unused Items	1.00	(24,259.56)	(24,259.56)	0.00	0.00	1.00	(24,259.56)	0.00	(24,259.56)	100.00	.00

REPORT TOTALS

<u>\$773,654.98</u>	<u>\$0.00</u>	<u>\$773,654.98</u>
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**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 5.p.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving Pay Request No. 3 for the Ditch #2 Streambank Restoration Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay app #3 in the amount of \$42,949.97 related to Ditch #2 Streambank Restoration Project.

This pay application has been reviewed by engineering staff at EOR of Iowa and by City Staff for accuracy and is for work completed through September 15th, 2022. All work for phase 1 is substantially completed. The seeding contractor that was awarded Bid Pack #2 will begin in the next few weeks.

FUNDING SOURCE: Stormwater Bond/Grant Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-205
2. Pay Request No. 3

CITY OF BONDURANT
RESOLUTION NO.220926-205

RESOLUTION APPROVING PAY REQUEST NO. 3 TO IOWA EARTH WORKS FOR
THE DITCH #2 STREAMBANK RESTORATION PROJECT IN THE AMOUNT OF
\$42,949.97

WHEREAS the Ditch #2 Streambank Restoration Project Pay Request No. 3 was submitted on September 14th, 2022; AND

WHEREAS the pay request no. 3 is for the Ditch #2 Streambank Restoration Project; AND

WHEREAS Engineers from EOR of Iowa and City Staff have reviewed the pay request for accuracy; AND

WHEREAS the amount for Pay Request No. 3 is \$42,949.97.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Pay Request No. 3 to Iowa Earth Works in the amount of \$42,949.97 is hereby approved.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Peffer				
McKenzie				
Sillanpaa				

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Bondurant

PROJECT: Bondurant Ditch #2

APPLICATION #: 3

DISTRIBUTION TO:

PERIOD TO: 9/15/2022

PROJECT #: 01429-0006

CONTRACT DATE:

	OWNER
	ENGINEER
x	CONTRACTOR

FROM CONTRACTOR: Iowa Earth Works

VIA ARCHITECT: EOR, Inc

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Applications is made for payment, as shown below, in connections with the Contract.

Continuation Sheet, AIA, Document G703, is attached

1. ORIGINAL CONTRACT SUM	\$	599,175.50
2. Net change by Change Orders	\$	6,760.00
3. CONTRACT SUM TO DATE (1+2)	\$	605,935.50
4. TOTAL COMPLETED & STORED TO DATE	\$	519,655.95
(Column G on G703)		
5. RETAINAGE		
a. 5% of Completed Work	\$	25,982.80
(columns D+E on G703)		
b. 5% of Stored Materials		
(column F on G703)		
Total Retainage (Line 5a+5b)	\$	25,982.80
6. TOTAL EARNED LESS RETAINAGE	\$	493,673.15
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	450,723.18
(Line 6 from prior Certificate)		
8. CURRENT PAYMENT DUE	\$	42,949.97
9. BALANCE TO FINISH INCLUDING RETAINAGE	\$	112,262.35
(Line 3 less line 6)		

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
	\$ -	
Total approved this month	\$ 6,760.00	
TOTALS		
NET CHANGES by Change Orders	\$ 6,760.00	

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

CONTRACTOR:

By: Joe Jensen Date: 9/12/2022

State of:

County of:

Subscribed and sworn before

me this day of

Notary Public:

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$42,949.97

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

ENGINEER:

By:  Date: 9/14/2022

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



Document G703

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Application Number: 3

Application Date: 9/12/2022

Period to:

Engineer's Project Number:

A	B	C	D	E	F	G		H	I
Item	Description	Scheduled Values	Previous App	This Period	Stored	Total	%	Balance to Finish	Retainage
	Clear and Grub	\$ 30,000.00	\$ 30,000.00	\$ -		\$ 30,000.00	100%	\$ -	\$ 1,500.00
	On site topsoil	\$ 13,960.00	\$ 6,960.00	\$ 7,000.00		\$ 13,960.00	100%	\$ -	\$ 698.00
	Off site top soil	\$ 9,310.00	\$ 9,310.00	\$ -		\$ 9,310.00	100%	\$ -	\$ 465.50
	Excavation Cl 10, Haul off	\$ 181,282.50	\$ 181,282.50	\$ -		\$ 181,282.50	100%	\$ -	\$ 9,064.13
	Temporary Stream diversion	\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%	\$ -	\$ 500.00
	Pipe Culvert CMP 24"	\$ 900.00	\$ 900.00	\$ -		\$ 900.00	100%	\$ -	\$ 45.00
	CMP Apron, 24"	\$ 500.00	\$ 500.00	\$ -		\$ 500.00	100%	\$ -	\$ 25.00
	Temporary Traffic control	\$ 2,500.00	\$ 2,500.00	\$ -		\$ 2,500.00	100%	\$ -	\$ 125.00
	Hydraulic Seeding	\$ 22,750.00	\$ 7,750.00	\$ -		\$ 7,750.00	34%	\$ 15,000.00	\$ 387.50
	SWPPP Management	\$ 2,500.00	\$ -	\$ -		\$ -	0%	\$ 2,500.00	\$ -
	Filter sock, Install	\$ 16,104.00	\$ 3,104.00	\$ -		\$ 3,104.00	19%	\$ 13,000.00	\$ 155.20
	Filter sock removal	\$ 8,052.00	\$ -	\$ -		\$ -	0%	\$ 8,052.00	\$ -
	Rip rap CL D	\$ 420.00	\$ 1,193.50	\$ -		\$ 1,193.50	284%	\$ (773.50)	\$ 59.68
	Rip Rap, Erosion stone	\$ 5,525.00	\$ 4,285.45	\$ -		\$ 4,285.45	78%	\$ 1,239.55	\$ 214.27
	Stabilized construction entrance	\$ 12,000.00	\$ 12,000.00	\$ -		\$ 12,000.00	100%	\$ -	\$ 600.00
	Construction Survey	\$ 7,000.00	\$ 7,000.00	\$ -		\$ 7,000.00	100%	\$ -	\$ 350.00
	Mobilization	\$ 15,000.00	\$ 15,000.00	\$ -		\$ 15,000.00	100%	\$ -	\$ 750.00
	Limestone Blocks	\$ 52,500.00	\$ -	\$ 18,238.50		\$ 18,238.50	35%	\$ 34,261.50	\$ 911.93
	Modified Subbase	\$ 36,740.00	\$ 36,740.00	\$ -		\$ 36,740.00	100%	\$ -	\$ 1,837.00
	Shared Use path	\$ 118,080.00	\$ 114,498.00	\$ 3,582.00		\$ 118,080.00	100%	\$ -	\$ 5,904.00
	Special subgrade prep	\$ 11,022.00	\$ 11,022.00	\$ -		\$ 11,022.00	100%	\$ -	\$ 551.10
	Detectable warnings	\$ 5,400.00	\$ 5,400.00	\$ -		\$ 5,400.00	100%	\$ -	\$ 270.00
	Concrete washout	\$ 1,000.00	\$ 1,000.00	\$ -		\$ 1,000.00	100%	\$ -	\$ 50.00
	Construction Survey	\$ 4,000.00	\$ 4,000.00	\$ -		\$ 4,000.00	100%	\$ -	\$ 200.00
	Benches	\$ 7,500.00	\$ -	\$ 7,500.00		\$ 7,500.00	100%	\$ -	\$ 375.00
	Kiosk	\$ 13,000.00	\$ -			\$ -	0%	\$ 13,000.00	\$ -
	Dog Waste Station	\$ 3,500.00	\$ -	\$ 3,500.00		\$ 3,500.00	100%	\$ -	\$ 175.00
	Topsoil Deduct	\$ (4,370.00)	\$ -	\$ (4,370.00)		\$ (4,370.00)	100%	\$ -	\$ (218.50)
	Mobilization	\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%	\$ -	\$ 500.00
	Solar Charging Bench	\$ 3,000.00	\$ -	\$ 3,000.00		\$ 3,000.00	100%	\$ -	\$ 150.00
	CO 1	\$ 6,760.00		\$ 6,760.00		\$ 6,760.00	100%	\$ -	\$ 338.00
		\$ -		\$ -		\$ -	#DIV/0!	\$ -	\$ -
		\$ -		\$ -		\$ -	#DIV/0!	\$ -	\$ -
		\$ 605,935.50	\$ 474,445.45	\$ 45,210.50	\$ -	\$ 519,655.95	86%	\$ 86,279.55	\$ 25,982.80



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

Item No. 5.q.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving Certificate of Completion for the NE Storm Sewer Project to Absolute Infrastructure

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve the Certificate of Completion for the NE Storm Sewer Project. All work has been completed on this project.

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

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-206
2. NE Storm Sewer Project Certificate of Completion

CITY OF BONDURANT
RESOLUTION NO. 220926-206

RESOLUTION APPROVING CERTIFICATE OF COMPLETION TO ABSOLUTE
INFRASTRUCTURE FOR THE NE STORM SEWER PROJECT

WHEREAS the NE Storm Sewer Project Certificate of Completion was submitted on August 9th, 2022; AND

WHEREAS final quantities for the NE Storm Sewer Project have been reviewed and verified and the final payment approved; AND

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

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Certificate of Completion to Absolute Infrastructure for the NE Storm Sewer Project is hereby approved.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Peffer				
McKenzie				
Sillanpaa				

CERTIFICATE OF COMPLETION

NE STORM SEWER IMPROVEMENTS CITY OF BONDURANT, IOWA

We hereby certify that we have made an on-site review of the completed construction of the NE STORM SEWER IMPROVEMENTS project as performed by Absolute Infrastructure of Slater, Iowa

As Engineers for the project, it is our opinion the work performed is in substantial accordance with the plans and specifications, and that the final amount of the Contract is Seven Hundred Seventy Three Thousand Six Hundred Fifty Four and 98/100 Dollars (\$773,654.98)

VEENSTRA & KIMM, INC.

Accepted: CITY OF BONDURANT

By 

By _____

Title Project Manager

Title _____

Date Aug 9, 2022

Date _____



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

Item No. 5.r.
For Meeting of 9/26/2022
Resolution

TITLE: -Resolution approving Change Order No. 3 for the additional traffic route signage needed for the Hwy 65 Underpass Project TAP-T-0747(613)—8V-77

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve change order #3 for the Jenco Contract in the amount of \$2,500.00. This change order is related to the need for additional traffic routing signage needed on the Eastern side of Hwy 65 to help traffic better navigate the road closure at Grant St. S. for the Hwy 65 underpass project. The original contract amount was \$3,563,486.21 and the revised contract amount is \$3,598,057.18.

FUNDING SOURCE: Grant Funding/Bond Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-207
2. Change Order No. 3

CITY OF BONDURANT
RESOLUTION NO. 220926-207

RESOLUTION APPROVING CHANGE ORDER NO. 3 FOR JENCO CONTRACT FOR
THE HWY 65 UNDERPASS PROJECT # TAP-T-0747(613)—8V-77 IN THE AMOUNT
OF \$2,500.00

WHEREAS the Hwy 65 Underpass Project Change Order No. 3 was submitted on September 16th, 2022; AND

WHEREAS the change order no. 3 is for additional traffic control signage needed for the Hwy 65 Underpass Project; AND

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

WHEREAS the amount for Change Order No. 3 is \$2,500.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the change order no. 3 for the Jenco Contract for the Hwy 65 Underpass Project in the amount of \$2,500.00 is hereby approved.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
Peffer				
McKenzie				
Sillanpaa				

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

Item No. 5.s.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving Employment Agreement

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The Mayor and City Council have completed performance evaluations and wish to approve an employment agreement with the City Administrator from June 1, 2022, through June 30, 2026. The attached agreement outlines the duties, salary, allowances, other terms and conditions of employment, etc. The term is from June 1, 2022 through June 30, 2026.

FUNDING SOURCE: General, TIF, Utility Funds, RUT

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-208
2. City Administrator Contract with City Attorney Changes

CITY OF BONDURANT
RESOLUTION NO. 220926-208

RESOLUTION APPROVING EMPLOYMENT AGREEMENT

WHEREAS the City Administrator began employment with the City on June 1, 2017; AND

WHEREAS the Mayor and City Council have completed performance evaluations and wish to approve an employment agreement from June 1, 2022, through June 30, 2026.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the attached City of Bondurant City Administrator Employment Contract is hereby approved.

Passed this 26th day of September 2022,

By: _____
Doug Elrod, Mayor

ATTEST: I, Craig Marshman, Administrative Specialist for the City of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

**CITY OF BONDURANT
CITY ADMINISTRATOR EMPLOYMENT CONTRACT**

THIS CITY ADMINISTRATOR EMPLOYMENT CONTRACT ("Contract"), is entered into by the City of Bondurant, State of Iowa, a municipal corporation ("City") and Marketa Oliver ("Employee") and provides as follows:

WHEREAS, the City desires to continue to retain the services of Employee as City Administrator, as provided by the Bondurant Code of Ordinances, and

WHEREAS, it is the desire of the City to provide certain benefits, establish certain conditions of employment, and to set working conditions of said Employee; and

WHEREAS, it is the desire of the City (1) to continue to employ the services of Employee, (2) to make possible full work productivity for Employee, (3) to provide a just means for terminating Employee's services at such time as the City or Employee may desire to otherwise terminate her employment; and

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth in this Contract, the parties hereto agree as follows:

Section 1. Duties

City agrees to continue to employ Employee as City Administrator of the City to perform the functions and duties specified in the Bondurant Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the Mayor and City Council shall from time-to-time assign. The functions and duties shall also include but not be limited to the following:

- A. Be the chief administrative officer of the City and be responsible to the City Council for proper administration of all affairs of the City.
- B. Attend various meetings and workshops of the City.
- C. In partnership with the Mayor, recommend for adoption by the City Council such measures as she may deem necessary or expedient.
- D. See that all laws, ordinances and policies of the City are faithfully executed, subject to the authority which the City Council may grant the Mayor to maintain law and order in times of emergency.
- E. Prepare and submit to the City Council such reports as may be required by that body or as she may deem advisable to submit.
- F. Keep the City Council fully advised of the financial condition of the City and its future needs.

- G. Prepare and submit a proposed budget; work with the City Council and Mayor in the final budget analysis and review; and be responsible for its administration upon adoption.
- H. Keep the public, Mayor and City Council informed regarding City operations through periodic reports to the Mayor and City Council.

Section 2. Term

- A. This Contract shall commence effective June 1, 2022, and shall remain in effect for four years, through June 30, 2026. However, the parties shall meet annually to discuss the Employee's performance.
- B. Employee agrees to remain in the exclusive employ of City until June 30, 2026 and unless the employment is terminated pursuant to Section 3 of this Contract. The term "employ" shall not be construed to include income that may be earned by Employee as the result of occasional teaching, writing, or consulting performed on Employee's time off.
- C. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, with or without cause, subject only to the provisions set forth in Section 3 of this Contract.
- D. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 3B or 3C, of this Contract.

Section 3. Termination and Severance Pay

- A. TERMINATION: In the event that either (a) Employee is terminated by the City Council before expiration of the end of the term of employment and during such time that Employee is willing and able to perform the duties of City Administrator, or (b) the City declines to enter into an additional contract, upon expiration of this contract or any mutually agreed contract extension with terms substantially similar to this Contract, the City agrees to pay Employee a lump sum cash payment equal to five (5) months aggregate salary, and five month payment of employee insurance benefit premiums, and accrued vacation pay as determined in this Contract (the "Severance Payment") in exchange for a signed full release by the Employee of any liability that the City and the City's elected officials and employees may have under federal or state law arising out of the Employee's employment with the City, this Contract, or the termination of the Employee's employment with the City. Notwithstanding the foregoing, in the event Employee is terminated, or the contract is not renewed, because of: (i) fraud; (ii) dishonesty; (iii) substance abuse; (iv) conviction of any criminal act other than routine misdemeanor or

traffic violations, or (v) a founded claim of sexual harassment based on an independent third-party investigation, then, in any such event, the City shall have no obligation to pay the Severance Payment. For the purposes of this agreement, dishonesty is defined as knowingly and intentionally misleading the Mayor and City Council or an action taken resulting in Employee's personal financial gain due to inside knowledge or unauthorized payments to the Employee related to her position with the City.

- B. RESIGNATION: In the event Employee voluntarily resigns her position with the City before expiration of the aforesaid term of employment, then Employee shall give the City three (3) months written notice in advance. In the case of a voluntary resignation by Employee, the Severance Payment shall not be paid to Employee. In addition, the Employee acknowledges that this four-year agreement is given to the employee in exchange for stability, continuity, institutional memory, short and long range plan execution and leadership in one of the fastest growing cities in Iowa with many major infrastructure projects in process. The Employee acknowledges that there would be harm and damage to the City by her premature resignation in the form of the absence of managerial direction, instability, and loss of economic development momentum. In addition, the City would incur the expense of a search for a new city administrator in the form of expenditures of money, and City leadership and staff time.
- C. CONSTRUCTIVE TERMINATION: In the event the City at any time during the term of this Contract reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any Contract provision benefiting Employee, or the Employee resigns following a suggestion, whether formal or informal, by the Mayor and Council that she resign, then, in that event Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning of this Contract, and Employee shall be entitled to receive the Severance Payment if Employee elects to treat her employment as having been terminated and executes the full liability release specified under Section 3A.

Section 4. Disability

If Employee is permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of twelve (12) weeks, City shall have the option to terminate this Contract, and the City will pay the Severance Payment upon execution of a full release by the Employee or the Employee's legally authorized representative pursuant to the terms of Section 3A.

Section 5. Salary

City agrees to pay Employee for her employment services for the next four years beginning June 1, 2022, at an annual base salary of \$154,800. The employee salary will be payable in installments at the same time as other employees of the City are paid.

As incentive compensation for Employee's services hereunder, Employee will be eligible for annual discretionary performance-based incentive compensation in an amount equal to five percent (5.0%) of Employee's base salary (the "Target Incentive"). The amount of the annual incentive compensation, which may be above, below, or equal to the Target Incentive, shall be subject to achievement of certain goals and such other terms and conditions as established collaboratively by Employee and Employer prior to the commencement of each fiscal year during the Term, and shall be at the discretion of the Employer. The annual salary for subsequent years shall be determined by the City Council by May 10 of each year.

On or before May 10, 2022, and then each subsequent May during the Term, Employer will perform an annual review of Employee's performance as City Administrator. Based upon this annual review, Employer may make recommendations regarding: (1) goals for the City Administrator position; (2) future employment agreements between the parties; (3) increases to Employee's Base Salary; (4) Employee's Target Incentive; and/or (5) review of benefits contained in this Agreement and possible future arrangements.

The Employee agrees that she is an exempt employee under the Fair Labor Standards Act and will not claim, receive, or be eligible for overtime pay.

Section 6. Hours of Work

Employee shall have discretion to determine the specific hours she works; provided, however, that Employee generally agrees to maintain normal office hours, flexing time as appropriate to accommodate evening and weekend meetings, and to work the number of hours necessary to discharge the duties and responsibilities of the City Administrator, which shall routinely include significant time outside normal office hours. Employee further agrees to maintain an office at home capable of handling reasonable off-hour business matters from Mayor, City Councilmembers, and the public, relevant to the management of the affairs of the City.

Section 7. Allowances

During the term of this Contract, Employee shall receive a monthly motor vehicle allowance of \$325. The motor vehicle allowance amount shall be reviewed and adjusted annually to such extent as the City Council may determine that it is desirable to do so. Employee shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of Employee's motor vehicle. Employee shall provide City with written proof of insurance as requested. The Employee will also receive a monthly cellular phone allowance of \$75. The Employee will be responsible for ensuring all elected officials have her cellular phone number and will be responsible to pay monthly cellphone bill and will be responsible for equipment replacement.

Section 8. Dues and Subscriptions

City agrees to budget and to pay the professional dues and subscriptions of employee and official travel required to participate in appropriate professional associations necessary and desirable for her continued professional participation, growth, and advancement, and for the good of the City. The City also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of the City.

Section 9. Vacation

- A. Employee shall be credited with 20 days of vacation annually.
- B. Employee shall obtain written approval for any vacation of more than seven business days in duration from the Mayor, or in the Mayor's absence, the Mayor ProTem.
- C. Unless her services are needed for an emergency situation, Employee shall be granted the same holidays and other forms of leave granted to all employees of the City pursuant to the Bondurant Employee Handbook.

Section 10. Disability, Health, Life Insurance, Sick Leave and Other Benefits

Employee shall receive the same disability, health, life insurance and other insurance related benefits made available to City employees as outlined in the Bondurant Employee Policy Manual, which benefits may be changed from time to time by the City.

Section 11. Pension

During the Employee's employment, the City shall contribute funds for Employee into the Iowa Public Employee Retirement System (IPERS). In addition, the City will pay an amount equal to 6% of her gross annual salary into to a qualified retirement fund designated by the Employee.

Section 12. Other Terms and Conditions of Employment

- A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Contract, the City Code, or any other law.
- B. All provisions of the City Code and applicable laws, regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions, holidays, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of Employee, except as provided in this Contract. Any vacation and sick leave available to Employee at Employee's retirement from the City will be paid out in accordance with the Bondurant Employee Policy Manual.
- C. In addition to that required under state and local law, the City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. The foregoing indemnity shall apply to any alleged act or omission occurring during the course of Employee's employment as City Administrator, regardless of whether the claim arises during Employee's term of employment with the City, or after such employment ceases. This section shall not apply to acts of gross negligence or violations of any state or federal criminal statutes. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.
- D. The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.
- E. Residency Requirement. Employee agrees to reside within the Bondurant City Limits as long as employed as City Administrator.

Section 13. General Provisions

- A. The text herein shall constitute the entire agreement between the parties. Any prior discussions or representations by or between the parties are merged into and rendered void by this Contract. The parties may amend this Contract by mutual signed written agreement during the term of this Contract.
- B. This Contract shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

- C. This Contract shall become effective as of June 1, 2022, and compensation to Employee will be adjusted retroactively to that date.
- D. If any provision, or any portion thereof, contained in this Contract is held to be unconstitutional, invalid, or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- E. Following any notice of termination of this Contract, Employee shall fully cooperate with City in all matters relating to concluding Employee's work for City and the orderly transfer of any such pending work to City.
- F. With regard to future Contract negotiations, City and Employee agree to consider in good faith the Employee's yearly management evaluations and information regarding compensation of city administrators in peer municipalities in reaching agreement to changes in salary and benefits to be paid to the Employee.

Section 14. Dispute Resolution

The City and Employee agree to resolve any dispute, claim or controversy arising out of this Contract or its termination as follows. The parties will attempt in good faith to resolve any dispute, claim or controversy arising out of or relating to this Contract or its termination by mediation. If the matter has not been resolved pursuant to mediation within thirty (30) days of the commencement of such mediation (which period may be extended by mutual agreement), or if either party will not participate in mediation, the controversy shall be settled by arbitration in accordance with the rules and procedures of the Iowa Arbitration Association by a sole arbitrator selected by the parties who is sufficiently knowledgeable in the areas of dispute resolution necessary to arbitrate the controversy. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award damages in excess of actual damages and shall have no authority to award punitive damages. Each party shall be responsible for its own costs and expenses, except that the parties will equally share the compensation and expenses of the mediator and/ or arbitrator. Any such mediation and/ or arbitration shall be conducted in Polk County, Iowa.

IN WITNESS WHEREOF, the City of Bondurant, Iowa has caused this Contract to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Contract on the 26th of September 2022.

Doug Elrod, Mayor
City of Bondurant
State of Iowa

Marketa Oliver
Employee

ATTEST:

Shelby Hagan, City Clerk
City of Bondurant



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

Item No. 5.t.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution Certifying Construction Costs pursuant to Commerce Crossings Development Agreement

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: On June 7, 2021, the City entered into a development agreement with Bondurant Commercial, LLC, for the Commerce Crossings Project. The development agreements documented developer and city responsibilities for an infrastructure expansion and construction project to facilitate economic development. Developer responsibilities include:

1. Construct an infrastructure and economic development project in phases;
2. Maintain the use of the completed Project as part of its business operations of selling, long-term leasing, and managing commercial real estate;
3. Invest not less than \$10,000,000 into capital improvements for the first phase of the Project;
4. Submit a detailed site plan;
5. Construct public infrastructure in two phases (the construction of their portion of Commerce Crossings Parkway);
6. Document the costs of the public infrastructure improvements;
7. Pay any property taxes that are due in a timely manner.

The City agreed to:

1. Establish/expand an Urban Renewal Area;
2. Adopt a Tax Increment Ordinance;
3. Design and construction the City Infrastructure portion of the overall project (which has been constructed);
4. Review Company Public Infrastructure Cost documentation; and
5. Provide Tax Increment payments to reimburse company for company-funded public infrastructure projects in an amount not to exceed \$5,130,000 (payments come from up to six phases of improvements, for which each phase can be no longer than 12 years all phases combined can be no longer than 20 years from

the beginning of the first payment on the first phase until the final payment on the final phase).

All payments are subject to annual appropriation.

Below is an image showing developer infrastructure improvements and City infrastructure improvements.



Pursuant to the development agreement the Bondurant Commercial, LLC agreed to cause certain infrastructure improvements, upon completion of which the company agreed to provide documentation of the costs of said improvements, including costs relating to the design and construction of the public infrastructure project, landscaping and grading, interest expense, and other costs of financing, and other reasonably related costs of carrying out the public infrastructure project as described in section A.2. of the development agreement

The City has received and reviewed Public Infrastructure Costs and Documentation finds the costs reasonable and appropriately documented. The totals costs, including estimated interest rate total \$2,759,063.14. Payments will be made based on the actual interest rate and annual TIF appropriations, which are submitted for Council approval annually. The attached resolution certifies the construction costs pursuant to the development agreement.

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-209
2. Company Public Infrastructure Project Cost Documentation (Revised) 09.12.2022

CITY OF BONDURANT
RESOLUTION NO. 220926-209

RESOLUTION CERTIFYING CONSTRUCTION COSTS PURSUANT TO COMMERCE
CROSSINGS DEVELOPMENT AGREEMENT

WHEREAS the City of Bondurant entered into a development agreement with Bondurant Commercial, LLC, authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement on June 7, 2021, for the “Commerce Crossings” project; AND

WHEREAS pursuant to the development agreement, the Bondurant Commercial, LLC (henceforth referred to as “The Company”) agreed to cause certain infrastructure improvements, upon completion of which the Company agreed to provide documentation of the costs of said improvements, including costs relating to the design and construction of the public infrastructure project, landscaping and grading, interest expense, and other costs of financing, and other reasonably related costs of carrying out the public infrastructure project as described in section A.2. of the development agreement, AND

WHEREAS on September 12, 2022, the City received and reviewed Public Infrastructure Costs and Documentation; AND

WHEREAS the City finds the costs reasonable and appropriately documented; AND

WHEREAS, the costs, including estimated interest rate total \$2,759,063.14.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa that the Bondurant Commercial, LLC public infrastructure costs totaling an amount not to exceed \$2,750,063.14 are hereby certified and the documentation accepted by the City.

Passed this 26th day of September 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				

Public Infrastructure Costs Documentation

Index of Invoices - Phase I

Contractor / Vendor	Invoice No.	Date	Amount	Description
Civil Engineering				
Shive Hattery	4194870-4	6/30/2020	7,100.00	Civil engineering costs
Shive Hattery	4194870-5	7/31/2020	3,900.00	incurred for design of Phase I
Shive Hattery	4194870-6	8/27/2020	20,350.00	of public improvements
Shive Hattery	4194870-8	12/9/2020	2,150.00	
Shive Hattery	4194870-10	3/18/2021	24,850.00	
Shive Hattery	4194870-11	4/28/2021	25,245.00	
Shive Hattery	4194870-12	6/2/2021	2,485.00	

Geotechnical Engineering				
Allender Butzke Engineers, Inc.	211216A	5/27/2021	6,425.00	Geotechnical engineering for
Allender Butzke Engineers, Inc.	215075F13	9/14/2021	419.10	10 borings for public
Allender Butzke Engineers, Inc.	215075F14	9/21/2021	1,298.95	improvements
Allender Butzke Engineers, Inc.	215075SP12	9/29/2021	447.10	

Earthwork & Grading				
McAninch Corporation	12049	5/27/2021	62,055.86	Grading and utilities for public
McAninch Corporation	12131	6/25/2021	4,284.00	improvements
McAninch Corporation	12208	7/28/2021	840,679.84	
McAninch Corporation	12292	8/30/2021	155,088.45	
McAninch Corporation	12372	9/30/2021	125,011.84	
McAninch Corporation	12434	10/29/2021	114,046.58	
McAninch Corporation	12469	11/23/2021	82,600.87	

Seeding				
Don White & Son Sodding	12348	12/16/2021	9,919.35	Seeding for public improvements

Paving/ Sidewalks				
The Opus Group	31942.20-1	11/5/2021	486,875.00	Paving associated with public improvements subcontracted to Alliance Construction
All Star Concrete	3	11/5/2021	9,546.40	Group and sidewalks subcontracted to All Star Concrete
The Opus Group	31942.20-2	11/30/2021	169,699.00	

Legal Fees				
Lillis, O'Malley Olson Manning	10746-00-1	8/31/2020	3,231.25	
Lillis, O'Malley Olson Manning	10746-00-3	10/31/2020	1,800.00	
Lillis, O'Malley Olson Manning	10746-00-8	3/30/2021	3,587.50	
Lillis, O'Malley Olson Manning	10746-00-9	4/30/2021	875.00	

Total Costs 2,163,971.09

Estimated Interest: \$2,299,861.64 at 5.50% for 5 years 595,092.05
Based on Prime Rate as of 09/12/22

Total Public Infrastructure Costs for Phase I \$ 2,759,063.14

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

June 30, 2020

Invoice No: 4194870 - 4

Andy Hodges
Signature Real Estate Services
4701 121st Street
Urbandale, IA 50323

Preliminary Site Development of Rosenberger Property in Bondurant, IA
Services provided through June 26, 2020:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Prelim. Site Dev Concepts/City Coord	9,900.00	100.00	9,900.00	9,900.00	0.00
Boundary Retracement Survey- Rosenberger	4,700.00	100.00	4,700.00	4,700.00	0.00
Boundary Retracement Survey- Parker	1,800.00	100.00	1,800.00	1,800.00	0.00
Amend 2 - Traffic Impact Study	28,000.00	15.00	4,200.00	0.00	4,200.00
Amend 3 - Prelim Public Imp Design	24,000.00	15.4167	3,700.00	0.00	3,700.00
Amend 4 - RISE	9,500.00	35.7895	3,400.00	0.00	3,400.00
Amend 5 - Platting	22,500.00	13.3333	3,000.00	0.00	3,000.00
Total Fee	100,400.00		30,700.00	16,400.00	14,300.00
Total Fee					14,300.00
AMOUNT DUE THIS INVOICE					\$14,300.00

KAS

Commerce Parkway SW \$7,100.00

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT

July 31, 2020

Invoice No: 4194870 - 5

Andy Hodges
Signature Real Estate Services
4701 121st Street
Urbandale, IA 50323

Preliminary Site Development of Rosenberger Property in Bondurant, IA
Services provided through July 24, 2020:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Prelim. Site Dev Concepts/City Coord	9,900.00	100.00	9,900.00	9,900.00	0.00
Boundary Retracement Survey- Rosenberger	4,700.00	100.00	4,700.00	4,700.00	0.00
Boundary Retracement Survey- Parker	1,800.00	100.00	1,800.00	1,800.00	0.00
Amend 2 - Traffic Impact Study	28,000.00	50.00	14,000.00	4,200.00	9,800.00
Amend 3 - Prelim Public Imp Design	24,000.00	30.00	7,200.00	3,700.00	3,500.00
Amend 4 - RISE	9,500.00	40.00	3,800.00	3,400.00	400.00
Amend 5 - Platting	22,500.00	20.00	4,500.00	3,000.00	1,500.00
Total Fee	100,400.00		45,900.00	30,700.00	15,200.00
	Total Fee				15,200.00
			AMOUNT DUE THIS INVOICE		\$15,200.00

KAS

Commerce Parkway SW \$3,900.00

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT

August 27, 2020

Invoice No: 4194870 - 6

Andy Hodges
Signature Real Estate Services
4701 121st Street
Urbandale, IA 50323

Preliminary Site Development of Rosenberger Property in Bondurant, IA
Services provided through August 21, 2020:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Prelim. Site Dev Concepts/City Coord	9,900.00	100.00	9,900.00	9,900.00	0.00
Boundary Retracement Survey- Rosenberger	4,700.00	100.00	4,700.00	4,700.00	0.00
Boundary Retracement Survey- Parker	1,800.00	100.00	1,800.00	1,800.00	0.00
Amend 2 - Traffic Impact Study	28,000.00	95.00	26,600.00	14,000.00	12,600.00
Amend 3 - Prelim Public Imp Design	24,000.00	95.00	22,800.00	7,200.00	15,600.00
Amend 4 - RISE	9,500.00	90.00	8,550.00	3,800.00	4,750.00
Amend 5 - Platting	22,500.00	25.00	5,625.00	4,500.00	1,125.00
Amend 6 - Wetland Delineation	4,000.00	0.00	0.00	0.00	0.00
Total Fee	104,400.00		79,975.00	45,900.00	34,075.00
	Total Fee				34,075.00
			AMOUNT DUE THIS INVOICE		\$34,075.00

KAS

Commerce Parkway SW \$20,350.00

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT

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

December 9, 2020

Invoice No: 4194870 - 8

Andy Hodges
Signature Real Estate Services
4701 121st Street
Urbandale, IA 50323

Preliminary Site Development of Rosenberger Property in Bondurant, IA
Services provided through December 4, 2020:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Prelim. Site Dev Concepts/City Coord	9,900.00	100.00	9,900.00	9,900.00	0.00
Boundary Retracement Survey- Rosenberger	4,700.00	100.00	4,700.00	4,700.00	0.00
Boundary Retracement Survey- Parker	1,800.00	100.00	1,800.00	1,800.00	0.00
Amend 2 - Traffic Impact Study	28,000.00	100.00	28,000.00	28,000.00	0.00
Amend 3 - Prelim Public Imp Design	24,000.00	100.00	24,000.00	22,800.00	1,200.00
Amend 4 - RISE	9,500.00	100.00	9,500.00	8,550.00	950.00
Amend 5 - Platting	22,500.00	30.00	6,750.00	6,750.00	0.00
Amend 6 - Wetland Delineation	4,000.00	100.00	4,000.00	4,000.00	0.00
Amend 7 - Mendenhall Platting	6,200.00	45.00	2,790.00	2,170.00	620.00
Total Fee	110,600.00		91,440.00	88,670.00	2,770.00
Total Fee					2,770.00
AMOUNT DUE THIS INVOICE					\$2,770.00

KAS

Commerce Parkway SW \$2,150.00

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT

Andy Hodges
Signature Real Estate Services
4701 121st Street
Urbandale, IA 50323

March 18, 2021

Invoice No: 4194870 - 10

Preliminary Site Development of Rosenberger Property in Bondurant, IA
Services provided through March 12, 2021:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Prelim. Site Dev Concepts/City Coord	9,900.00	100.00	9,900.00	9,900.00	0.00
Boundary Retracement Survey- Rosenberger	4,700.00	100.00	4,700.00	4,700.00	0.00
Boundary Retracement Survey- Parker	1,800.00	100.00	1,800.00	1,800.00	0.00
Amend 2 - Traffic Impact Study	28,000.00	100.00	28,000.00	28,000.00	0.00
Amend 3 - Prelim Public Imp Design	24,000.00	100.00	24,000.00	24,000.00	0.00
Amend 4 - RISE	9,500.00	100.00	9,500.00	9,500.00	0.00
Amend 5 - Platting	22,500.00	55.00	12,375.00	7,650.00	4,725.00
Amend 6 - Wetland Delineation	4,000.00	100.00	4,000.00	4,000.00	0.00
Amend 7 - Mendenhall Platting	6,200.00	100.00	6,200.00	2,790.00	3,410.00
Amend 8 - Environ. Permitting	5,700.00	10.00	570.00	0.00	570.00
Amend 8 - Pub. Imp. Design	49,700.00	50.00	24,850.00	0.00	24,850.00
Amend 8 - Site Plan Sub/ CD's	48,700.00	45.00	21,915.00	0.00	21,915.00
Amend 8 - Regional SWMP	7,200.00	50.00	3,600.00	0.00	3,600.00
Total Fee	221,900.00		151,410.00	92,340.00	59,070.00
Total Fee					59,070.00
AMOUNT DUE THIS INVOICE					\$59,070.00

KAS

Commerce Parkway SW \$24,850.00

Andy Hodges
Signature Real Estate Services
4701 121st Street
Urbandale, IA 50323

April 28, 2021

Invoice No: 4194870 - 11

Preliminary Site Development of Rosenberger Property in Bondurant, IA
Services provided through April 23, 2021:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Prelim. Site Dev Concepts/City Coord	9,900.00	100.00	9,900.00	9,900.00	0.00
Boundary Retracement Survey- Rosenberger	4,700.00	100.00	4,700.00	4,700.00	0.00
Boundary Retracement Survey- Parker	1,800.00	100.00	1,800.00	1,800.00	0.00
Amend 2 - Traffic Impact Study	28,000.00	100.00	28,000.00	28,000.00	0.00
Amend 3 - Prelim Public Imp Design	24,000.00	100.00	24,000.00	24,000.00	0.00
Amend 4 - RISE	9,500.00	100.00	9,500.00	9,500.00	0.00
Amend 5 - Platting	22,500.00	55.00	12,375.00	12,375.00	0.00
Amend 6 - Wetland Delineation	4,000.00	100.00	4,000.00	4,000.00	0.00
Amend 7 - Mendenhall Platting	6,200.00	100.00	6,200.00	6,200.00	0.00
Amend 8 - Environ. Permitting	5,700.00	55.00	3,135.00	570.00	2,565.00
Amend 8 - Pub. Imp. Design	49,700.00	95.00	47,215.00	24,850.00	22,365.00
Amend 8 - Site Plan Sub/ CD's	48,700.00	95.00	46,265.00	21,915.00	24,350.00
Amend 8 - Regional SWMP	7,200.00	50.00	3,600.00	3,600.00	0.00
Add Serv - SWPPP	2,880.00	100.00	2,880.00	0.00	2,880.00
Total Fee	224,780.00		203,570.00	151,410.00	52,160.00
Total Fee					52,160.00
AMOUNT DUE THIS INVOICE					\$52,160.00

KAS

Commerce Parkway SW \$25,245.00

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

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

June 2, 2021

Invoice No: 4194870 - 12

Andy Hodges
Signature Real Estate Services
4701 121st Street
Urbandale, IA 50323

Site Development of Commerce Crossings in Bondurant, IA

Services provided through May 28, 2021:

	Total Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Prelim. Site Dev Concepts/City Coord	9,900.00	100.00	9,900.00	9,900.00	0.00
Boundary Retracement Survey- Rosenberger	4,700.00	100.00	4,700.00	4,700.00	0.00
Boundary Retracement Survey- Parker	1,800.00	100.00	1,800.00	1,800.00	0.00
Amend 2 - Traffic Impact Study	28,000.00	100.00	28,000.00	28,000.00	0.00
Amend 3 - Prelim Public Imp Design	24,000.00	100.00	24,000.00	24,000.00	0.00
Amend 4 - RISE	9,500.00	100.00	9,500.00	9,500.00	0.00
Amend 5 - Platting	22,500.00	55.00	12,375.00	12,375.00	0.00
Amend 6 - Wetland Delineation	4,000.00	100.00	4,000.00	4,000.00	0.00
Amend 7 - Mendenhall Platting	6,200.00	100.00	6,200.00	6,200.00	0.00
Amend 8 - Environ. Permitting	5,700.00	70.00	3,990.00	3,135.00	855.00
Amend 8 - Pub. Imp. Design	49,700.00	100.00	49,700.00	47,215.00	2,485.00
Amend 8 - Site Plan Sub/ CD's	48,700.00	100.00	48,700.00	46,265.00	2,435.00
Amend 8 - Regional SWMP	7,200.00	100.00	7,200.00	3,600.00	3,600.00
Add Serv - SWPPP	2,880.00	100.00	2,880.00	2,880.00	0.00
Amend 9-West Pad Site Plan/CD's	26,400.00	80.00	21,120.00	0.00	21,120.00
Add Serv-Hrly Construction Services	5,000.00	10.50	525.00	0.00	525.00
Total Fee	256,180.00		234,590.00	203,570.00	31,020.00

Total Fee

31,020.00

AMOUNT DUE THIS INVOICE

\$31,020.00

KAS

Commerce Parkway SW \$2,485.00

TERMS: PAYMENT SHALL BE DUE UPON RECEIPT.

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

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

Geotechnical | Environmental | Construction Materials Testing | IBC Special Inspections

TO: Signature Commercial Real Estate
4701 121st Street
Urbandale, IA 50323

Attn: Dave Hansen

RE: Geotechnical Exploration
Commerce Crossings Development
32nd Street SW & Grant Street S
Bondurant, Iowa

INVOICE

INFORMATION:

Project No.:	211216
Invoice No.:	211216A
Invoice Date:	5/27/2021

Description of Services	Total
Geotechnical Exploration - Includes mobilization with truck mounted drilling equipment, utility locations (Iowa One Call), drill and sample 35 borings 10 to 25 feet deep (25 borings for the two warehouse buildings and detention basins, and 10 borings for the new streets), laboratory testing (including 4 each – Standard Proctor, Atterberg Limits, and Grain Size Analysis testing), engineering analysis, and two written reports (one each for the combined warehouses and Commerce Parkway SW projects).	\$24,850.00
TOTAL	\$24,850.00

Commerce Parkway SW \$6,425.00

REMIT TO: ALLENDER BUTZKE ENGINEERS INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon receipt of invoice. Accounts not paid within 30 days after invoice date are subject to 1 1/2 percent per month late charge.

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE ADVICE

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

ALLENDER BUTZKE ENGINEERS INC.

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION Q. C.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Commerce Crossings Development **PN:** 211216
PROJECT ADDRESS: Commerce Pkwy SW & Grant Street South
Bondurant, Iowa
CLIENT: Signature Commercial Real Estate Attn: Dave Hansen
ADDRESS: 4701 121st Street
Urbandale, IA 50323

SCOPE: Geotechnical Exploration – Mobilization with truck mounted drilling equipment, utility locations (Iowa One Call), drill and sample 34 borings 10 to 25 feet deep (25 borings for the two warehouse buildings and detention basins, and 10 borings for the new streets), laboratory testing (including 4 each – Standard Proctor, Atterberg Limits, and Grain Size Analysis testing), engineering analysis, and two written reports (one each for the combined warehouses and Commerce Parkway SW projects).

COMPENSATION TERMS: The total cost for the above scope of services will be \$24,850 (\$18,425 for the combined warehouses and \$6,425 for Commerce Parkway SW). Add \$300/day (maximum 4 days) if soft or wet ground conditions and/or the requested project schedule requires the use of ATV drilling equipment to access the boring locations. Consultation subsequent to completion of report invoiced at current engineering rates. We assume Shive-Hattery will stake and locate the borings prior to utility locations and field exploration, the cost of which is not included in the above fee. If ABE has to stake the boring locations, then add \$750 to the above cost.

REMARKS: The field exploration could be scheduled to be conducted within two to four weeks of receiving authorization, weather permitting. A verbal report of our findings and recommendations will be available one to two weeks after drilling, followed one to two weeks later with the written reports. ABE will contact only Iowa One Call for public utility locates. Location of private utilities and service lines (if any) are the owner/client's responsibility and should be properly marked prior to the drill crew arriving at the site.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By: Anton J. Schneider Jr.
Anton J. Schneider Jr., P.E.
Title: Project Engineer
Date: 4/2/2021

ACCEPTED FOR CLIENT

By: Dave Hansen
DAVE I. HANSEN Printed Name
Title: President
Date: 4/7/2021

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

TO: IPE1031 REV377, LLC

PROJECT NO: 215075

INVOICE NO: 215075F13

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Density Testing Compacted Fills
Commerce Crossings Development
Commerce Pkwy & Grant St S, Bondurant, Iowa

INVOICE DATE: 9/14/2021

Description of Services	Amount	Unit Price	Total
Technician III	2.5 hrs	\$67.00 /Hour	\$167.50
Transportation Charges	42.0 miles	\$0.80 /Mile	\$33.60
Nuclear moisture/density gauge(136-144)	9.0 tests	\$15.50 /Test	\$139.50
Engineering Review & Report Preparation	0.5 hrs	\$157.00 /Hour	\$78.50
Total Due			\$419.10

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

TO: IPE1031 REV377, LLC

PROJECT NO: 215075

INVOICE NO: 215075F14

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Density Testing Compacted Fills
Commerce Crossings Development
Commerce Pkwy & Grant St S, Bondurant, Iowa

INVOICE DATE: 9/21/2021

Description of Services	Amount	Unit Price	Total
Technician III	3.5 hrs	\$67.00 /Hour	\$234.50
Technician III Overtime Rate	2.5 hrs	\$100.50 /Hour	\$251.25
Transportation Charges	84.0 miles	\$0.80 /Mile	\$67.20
Nuclear moisture/density gauge(145-182)	38.0 tests	\$15.50 /Test	\$589.00
Engineering Review & Report Preparation	1.0 hrs	\$157.00 /Hour	\$157.00
Total Due			\$1,298.95

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

INVOICE

ALLENDER BUTZKE ENGINEERS INC.

TO: IPE1031 REV377, LLC

PROJECT NO: 215075

INVOICE NO: 215075SP12

PLEASE INCLUDE INVOICE NUMBER
ON REMITTANCE ADVICE

RE: Special Inspections
Commerce Crossings Development
Commerce Pkwy & Grant St S, Bondurant, Iowa

INVOICE DATE: 9/29/2021

Description of Services	Amount	Unit Price	Total
Project Engineer (Registered)	2.0 hrs	\$155.00 /Hour	\$310.00
Staff Engineer III	2.5 hrs	\$134.00 /Hour	\$335.00
Transportation Charges	42.0 miles	\$0.80 /Mile	\$33.60
Engineering Review & Report Preparation	0.5 hrs	\$157.00 /Hour	\$78.50
Floor Flatness (Minimum Charge for up to 20,000 SF)	1.0 min.	\$1,060.00 /Min.	\$1,060.00
Proof Roll Observations: 9/23/21			
Floor Flatness Testing: 9/20/21			
SW Commerce Pkwy: \$447.10			
Total Due			\$1,817.10

REMIT TO: ALLENDER BUTZKE ENGINEERS, INC.
3660 109th Street
Urbandale, Iowa 50322
Phone No. 515-252-1885

Total invoice amount due upon
receipt of invoice. Accounts not
paid within 30 days after invoice
date are subject to a 1 1/2% per
month late charge.

PLEASE INCLUDE INVOICE NUMBER ON REMITTANCE ADVICE

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive the check back from your financial institution.

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner: Signature Real Estate Services
 4701 121st Street
 Urbandale, IA 50322
 From Contractor: McAninch Corporation
 PO Box 1486
 Des Moines, IA 50305-1486
 Contract For:

Project: 11208- Commerce Crossing
 Invoice #: 12049
 Application No.: 1
 Period To: 5/27/2021
 Project Nos:
 Contract Date:

Distribution to:
☐ Owner
☐ Architect
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

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

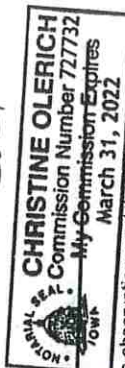
1. Original Contract Sum	\$4,289,388.83
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$4,289,388.83
4. Total Completed and Stored To Date	\$560,181.92
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$560,181.92
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$560,181.92
Commerce Parkway SW	\$62,055.86
9. Balance To Finish, Plus Retainage	\$3,729,206.91

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

CONTRACTOR: McAninch Corporation

By: [Signature] Date: 6-30-21

State of: Iowa
 County of: Polk
 day of June 2021
 Subscribed and sworn to before me this 30
 Notary Public: [Signature]
 My Commission expires: 3-31-22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing Contractor's signed certification is attached.

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

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

Invoice #: 12049

Application No. : I

Application Date : 5/27/2021

To: Architect's Project No.:

Contract : 11208- Commerce Crossing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
5	Commerce Crossing Site	0.00	0.00	0.00	0.00	0.00	0.00%	
10	Earthwork	740,012.75	0.00	498,126.06	0.00	498,126.06	67.40%	241,886.69
15	Commerce Crossing West Bldg	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
20	Earthwork	433,212.04	0.00	0.00	0.00	0.00	0.00%	433,212.04
30	Utilities	513,188.78	0.00	0.00	0.00	0.00	0.00%	513,188.78
50	Commerce Parkway SW Phase 1	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
60	Earthwork	267,219.91	0.00	62,055.86	0.00	62,055.86	23.30%	205,164.05
70	Utilities	1,116,547.53	0.00	0.00	0.00	0.00	0.00%	1,116,547.53
80	Commerce Crossing East Building	0.00	0.00	0.00	0.00	0.00	0.00%	0.00
90	Earthwork	834,672.88	0.00	0.00	0.00	0.00	0.00%	834,672.88
100	Utilities	384,534.94	0.00	0.00	0.00	0.00	0.00%	384,534.94

Grand Totals

4,289,388.83 0.00 560,181.92 0.00 560,181.92 13.10% 3,729,206.91 0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12131

To Owner: Signature Real Estate Services
4701 121st Street
Urbandale, IA 50322

Project: 11208- Commerce Crossing

Application No.: 2

Distribution to:
Owner ☐
Architect ☐
Contractor ☐

From Contractor: McAninch Corporation
PO Box 1486
Des Moines, IA 50305-1486

Via Architect:

Period To: 6/25/2021

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$4,289,388.83
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$4,289,388.83
4. Total Completed and Stored To Date	\$1,077,642.85
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$1,077,642.85
7. Less Previous Certificates For Payments	\$560,181.92
8. Current Payment Due	\$517,460.93
Commerce Parkway SW \$4,284.00	
9. Balance To Finish, Plus Retainage	\$3,211,745.98

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

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

CONTRACTOR: McAninch Corporation

By: [Signature] Date: 6-30-21

State of: Iowa
County of: Polk
Subscribed and sworn to before me this 30 day of June 2021
Notary Public: [Signature]
My Commission expires: 3-31-22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$517,460.93

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

ARCHITECT:

By: _____ Date: _____

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

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No.: 2

Application Date: 06/25/21

To: 06/25/21

Architect's Project No.:

Invoice #: 12131 Contract: 11208- Commerce Crossing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
5	Commerce Crossing Site	0.00	0.00	0.00	0.00	0.00	0.00	
10	Earthwork	740,012.75	498,126.06	241,886.69	0.00	740,012.75	0.00	
15	Commerce Crossing West Bldg	0.00	0.00	0.00	0.00	0.00	0.00	
20	Earthwork	433,212.04	0.00	0.00	0.00	0.00	433,212.04	
30	Utilities	513,188.78	0.00	0.00	0.00	0.00	513,188.78	
50	Commerce Parkway SW Phase 1	0.00	0.00	0.00	0.00	0.00	0.00	
60	Earthwork	267,219.91	62,055.86	4,284.00	0.00	66,339.86	200,880.05	
70	Utilities	1,116,547.53	0.00	0.00	0.00	0.00	1,116,547.53	
80	Commerce Crossing East Building	0.00	0.00	0.00	0.00	0.00	0.00	
90	Earthwork	834,672.88	0.00	271,290.24	0.00	271,290.24	563,382.64	
100	Utilities	384,534.94	0.00	0.00	0.00	0.00	384,534.94	
Grand Totals		4,289,388.83	560,181.92	517,460.93	0.00	1,077,642.85	3,211,745.98	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12208

To Owner: Signature Real Estate Services
4701 121st Street

Project: 11208- Commerce Crossing

Application No.: 3

Distribution to:

Owner ☐
Architect ☐
Contractor ☐

Urbandale, IA 50322

Period To: 7/28/2021

From Contractor: McAninch Corporation

Via Architect:

PO Box 1486

Des Moines, IA 50305-1486

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$4,289,388.83
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$4,289,388.83
4. Total Completed and Stored To Date	\$2,013,320.53
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$2,013,320.53
7. Less Previous Certificates For Payments	\$1,077,642.85
8. Current Payment Due	\$935,677.68
	Commerce Parkway SW \$840,679.84
9. Balance To Finish, Plus Retainage	\$2,276,068.30

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

CONTRACTOR: McAninch Corporation

By: [Signature] Date: 7-28-21

State of: Iowa County of: Polk
Subscribed and sworn to before me this 28 day of July 2021
Notary Public: [Signature]
My Commission expires: 3-31-22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$935,677.68

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing Contractor's signed certification is attached.

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

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

Application No. : 3

Application Date : 07/28/21

To: 07/28/21

Architect's Project No.:

Invoice #: 12208

Contract : 11208- Commerce Crossing

A Item No.	B Description of Work	C Scheduled Value	D		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	Work Completed This Period In Place					
5	Commerce Crossing Site	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10	Earthwork	740,012.75	740,012.75	0.00	0.00	0.00	740,012.75	0.00	
15	Commerce Crossing West Bldg	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
20	Earthwork	433,212.04	0.00	0.00	0.00	0.00	0.00	0.00	
30	Utilities	513,188.78	0.00	0.00	0.00	0.00	0.00	433,212.04	
50	Commerce Parkway SW Phase 1	0.00	0.00	0.00	0.00	0.00	0.00	513,188.78	
60	Earthwork	267,219.91	66,339.86	7,065.45	0.00	0.00	73,405.31	0.00	
70	Utilities	1,116,547.53	0.00	833,614.39	0.00	0.00	833,614.39	193,814.60	
80	Commerce Crossing East Building	0.00	0.00	0.00	0.00	0.00	0.00	282,933.14	
90	Earthwork	834,672.88	271,290.24	18,090.85	0.00	0.00	289,381.09	0.00	
100	Utilities	384,534.94	0.00	76,906.99	0.00	0.00	76,906.99	545,291.79	
								307,627.95	
Grand Totals		4,289,388.83	1,077,642.85	935,677.68	0.00	2,013,320.53	46.94%	2,276,068.30	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12292

To Owner: Signature Real Estate Services
4701 121st Street

Project: 11208- Commerce Crossing

Application No.: 4

Distribution to:
Owner ☐
Architect ☐
Contractor ☐

Urbandale, IA 50322

Period To: 8/30/2021

From Contractor: McAninch Corporation
PO Box 1486

Via Architect:

Des Moines, IA 50305-1486

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$4,289,388.83
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$4,289,388.83
4. Total Completed and Stored To Date	\$2,933,317.95
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$2,933,317.95
7. Less Previous Certificates For Payments	\$2,013,320.53
8. Current Payment Due	\$919,997.42
Commerce Parkway SW \$155,088.45	
9. Balance To Finish, Plus Retainage	\$1,356,070.88

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

CONTRACTOR: McAninch Corporation

By: *[Signature]* Date: 8-30-21

County of: Polk

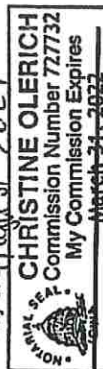
day of August 2021

State of: Iowa

Subscribed and sworn to before me this 30

Notary Public: *[Signature]*

My Commission expires: 3-31-22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$919,997.42

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing Contractor's signed certification is attached.

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

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

Application No. : 4

Application Date : 08/30/21

To: 08/30/21

Architect's Project No.:

Invoice #: 12292 Contract : 11208- Commerce Crossing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
5	Commerce Crossing Site	0.00	0.00	0.00	0.00	0.00	0.00	
10	Earthwork	740,012.75	740,012.75	0.00	0.00	740,012.75	0.00	
15	Commerce Crossing West Bldg	0.00	0.00	0.00	0.00	0.00	0.00	
20	Earthwork	433,212.04	0.00	257,457.92	0.00	257,457.92	175,754.12	
30	Utilities	513,188.78	0.00	0.00	0.00	0.00	513,188.78	
50	Commerce Parkway SW Phase 1	0.00	0.00	0.00	0.00	0.00	0.00	
60	Earthwork	267,219.91	73,405.31	0.00	0.00	73,405.31	193,814.60	
70	Utilities	1,116,547.53	833,614.39	155,088.45	0.00	988,702.84	127,844.69	
80	Commerce Crossing East Building	0.00	0.00	0.00	0.00	0.00	0.00	
90	Earthwork	834,672.88	289,381.09	222,356.85	0.00	511,737.94	322,934.94	
100	Utilities	384,534.94	76,906.99	285,094.20	0.00	362,001.19	22,533.75	
Grand Totals		4,289,388.83	2,013,320.53	919,997.42	0.00	2,933,317.95	1,356,070.88	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12372

To Owner: Signature Real Estate Services
4701 121st Street

Project: 11208- Commerce Crossing

Application No.: 5

Distribution to:
Owner ☐
Architect ☐
Contractor ☐

Urbandale, IA 50322

Period To: 9/30/2021

From Contractor: McAninch Corporation

Via Architect:

PO Box 1486

Project Nos:

Des Moines, IA 50305-1486

Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$4,289,388.83
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$4,289,388.83
4. Total Completed and Stored To Date	\$3,145,469.64
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$3,145,469.64
7. Less Previous Certificates For Payments	\$2,933,317.95
8. Current Payment Due	\$212,151.69
9. Balance To Finish, Plus Retainage	Commerce Parkway SW \$125,011.84 \$1,143,919.19

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

CONTRACTOR: McAninch Corporation

By: *[Signature]* Date: 9-30-21

State of: Iowa
Subscribed and sworn to before me this
Notary Public: *[Signature]* 30
My Commission Expires: 3-31-22

County of: Polk
day of September 2021
CHRISTINE OLERICH
Commission Number 727732
My Commission Expires March 31, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$212,151.69

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 5

Application Date : 09/30/21

To: 09/30/21

Architect's Project No.:

Invoice #: 12372 Contract: 11208- Commerce Crossing

A Item No.	B Description of Work	C Scheduled Value	D		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
5	Commerce Crossing Site	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10	Earthwork	740,012.75	740,012.75	0.00	0.00	0.00	740,012.75	0.00	
15	Commerce Crossing West Bldg	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
20	Earthwork	433,212.04	257,457.92	0.00	0.00	0.00	257,457.92	175,754.12	
30	Utilities	513,188.78	0.00	0.00	0.00	0.00	0.00	513,188.78	
50	Commerce Parkway SW Phase 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
60	Earthwork	267,219.91	73,405.31	117,977.59	0.00	0.00	191,382.90	75,837.01	
70	Utilities	1,116,547.53	988,702.84	7,034.25	0.00	0.00	995,737.09	120,810.44	
80	Commerce Crossing East Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
90	Earthwork	834,672.88	511,737.94	87,139.85	0.00	0.00	598,877.79	235,795.09	
100	Utilities	384,534.94	362,001.19	0.00	0.00	0.00	362,001.19	22,533.75	
Grand Totals		4,289,388.83	2,933,317.95	212,151.69	0.00	0.00	3,145,469.64	1,143,919.19	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12434

To Owner: Signature Real Estate Services
4701 121st Street

Project: 11208- Commerce Crossing

Urbandale, IA 50322

From Contractor: McAninch Corporation

Via Architect:

PO Box 1486

Des Moines, IA 50305-1486

Contract For:

Application No.: 6
Period To: 10/29/2021
Project Nos:
Contract Date:

Distribution to:
Owner
Architect
Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum	\$4,289,388.83
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$4,289,388.83
4. Total Completed and Stored To Date	\$3,867,227.30
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$3,867,227.30
7. Less Previous Certificates For Payments	\$3,145,469.64
8. Current Payment Due	\$721,757.66
9. Balance To Finish, Plus Retainage	\$422,161.53
	Commerce Parkway SW \$114,046.58

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

CONTRACTOR: McAninch Corporation

By: [Signature] Date: 10-29-21

State of: Iowa
County of: Polk
Subscribed and sworn to before me this 29 day of October 2021
Notary Public: [Signature]
My Commission expires: 3/31/22



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$721,757.66

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing Contractor's signed certification is attached.

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

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

Application No. : 6

Application Date : 10/29/21

To: 10/29/21

Architect's Project No.:

Invoice #: 12434 Contract : 11208- Commerce Crossing

A Item No.	B Description of Work	C Scheduled Value	D		E Work Completed This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)						
5	Commerce Crossing Site	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
10	Earthwork	740,012.75	740,012.75	0.00	0.00	0.00	740,012.75	0.00	
15	Commerce Crossing West Bldg	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
20	Earthwork	433,212.04	257,457.92	15,032.45	0.00	0.00	272,490.37	160,721.67	
30	Utilities	513,188.78	0.00	495,021.90	0.00	0.00	495,021.90	18,166.88	
50	Commerce Parkway SW Phase 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
60	Earthwork	267,219.91	191,382.90	7,081.33	0.00	0.00	198,464.23	68,755.68	
70	Utilities	1,116,547.53	995,737.09	106,965.25	0.00	0.00	1,102,702.34	13,845.19	
80	Commerce Crossing East Building	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
90	Earthwork	834,672.88	598,877.79	97,656.73	0.00	0.00	696,534.52	138,138.36	
100	Utilities	384,534.94	362,001.19	0.00	0.00	0.00	362,001.19	22,533.75	
Grand Totals		4,289,388.83	3,145,469.64	721,757.66	0.00	0.00	3,867,227.30	422,161.53	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 12469

To Owner: Signature Real Estate Services
4701 121st Street

Project: 11208- Commerce Crossing

Application No.: 7

Distribution to:

Owner ☐ Architect ☐ Contractor ☐

Urbandale, IA 50322

Period To: 11/23/2021

From Contractor: McAninch Corporation

Via Architect:

PO Box 1486

Des Moines, IA 50305-1486

Project Nos:

Contract Date:

Contract For:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. Original Contract Sum \$4,289,388.83
2. Net Change By Change Order \$0.00
3. Contract Sum To Date \$4,289,388.83
4. Total Completed and Stored To Date \$4,289,388.83
5. Retainage:
 - a. 0.00% of Completed Work \$0.00
 - b. 0.00% of Stored Material \$0.00
- Total Retainage \$0.00
6. Total Earned Less Retainage \$4,289,388.83
7. Less Previous Certificates For Payments \$3,867,227.30
8. Current Payment Due \$422,161.53
- Commerce Parkway SW \$82,600.87
9. Balance To Finish, Plus Retainage \$0.00

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

CONTRACTOR: McAninch Corporation

By: *[Signature]* Date: 11/23/21

County of: Polk

day of: November 2021



State of: Iowa
Subscribed and sworn to before me this 23rd day of November 2021
Notary Public: *[Signature]*
My Commission expires: 3-31-22

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$422,161.53

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

ARCHITECT:

By: _____ Date: _____

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

CHANGE ORDER SUMMARY		Additions	Deductions
Total changes approved in previous months by Owner		\$0.00	\$0.00
Total Approved this Month		\$0.00	\$0.00
TOTALS		\$0.00	\$0.00
Net Changes By Change Order		\$0.00	

CONTINUATION SHEET

Page 2 of 2

Application and Certification for Payment, containing

Contractor's signed certification is attached.

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

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

Application No. : 7

Application Date : 11/23/21

To: 11/23/21

Architect's Project No.:

Invoice #: 12469 Contract : 11208- Commerce Crossing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place				
5	Commerce Crossing Site	0.00	0.00	0.00	0.00	0.00	0.00	
10	Earthwork	740,012.75	740,012.75	0.00	0.00	740,012.75	0.00	
15	Commerce Crossing West Bldg	0.00	0.00	0.00	0.00	0.00	0.00	
20	Earthwork	433,212.04	272,490.37	160,721.67	0.00	433,212.04	0.00	
30	Utilities	513,188.78	495,021.90	18,166.88	0.00	513,188.78	0.00	
50	Commerce Parkway SW Phase 1	0.00	0.00	0.00	0.00	0.00	0.00	
60	Earthwork	267,219.91	198,464.23	68,755.68	0.00	267,219.91	0.00	
70	Utilities	1,116,547.53	1,102,702.34	13,845.19	0.00	1,116,547.53	0.00	
80	Commerce Crossing East Building	0.00	0.00	0.00	0.00	0.00	0.00	
90	Earthwork	834,672.88	696,534.52	138,138.36	0.00	834,672.88	0.00	
100	Utilities	384,534.94	362,001.19	22,533.75	0.00	384,534.94	0.00	
Grand Totals		4,289,388.83	3,867,227.30	422,161.53	0.00	4,289,388.83	0.00	0.00

From: [Rick Schweitzberger](#)
To: [Amy Taylor](#)
Subject: FW: Pay invoice 12348 from Don White & Son Sodding Contractors Inc. with a few clicks
Date: Wednesday, January 12, 2022 9:57:47 AM

From: Don White & Son Sodding Contractors Inc. <quickbooks@notification.intuit.com>
Sent: Wednesday, January 12, 2022 9:15 AM
To: Rick Schweitzberger <rschweitzberger@signatureres.com>
Cc: billing@donwhitesodding.com
Subject: Pay invoice 12348 from Don White & Son Sodding Contractors Inc. with a few clicks

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links, open attachments, or comply with requests unless you recognize the sender and know the content is safe.

INVOICE 12348 DETAILS



Don White & Son Sodding Contractors Inc.

DUE 01/16/2022

\$9,919.35

Review and pay

Powered by QuickBooks

Dear Signature commercial Real Estate,

Here's your invoice! We appreciate your prompt payment.

Thanks for your business!

Don White & Son Sodding Contractors Inc.

Bill to

Signature commercial Real
Estate
4701 121st Street
Urbandale, IA 50323

Ship to

Signature commercial Real
Estate
4701 121st Street
Urbandale, IA 50323

Terms

Net 30

Address

Commerce Building

Grading&Seeding

\$9,919.35T

Grading and seeding rite away along commerce crossing

99,193.50 X \$0.10

New construction

Subtotal \$9,919.35

Tax \$0.00

Total \$9,919.35

Balance due \$9,919.35

Sod is a perishable product. Warrantee expires at completion of job.

No warrantee on seed unless stated otherwise.

A finance charge of 1.5% will be added to accounts over 30 days past due.

SOD IS A PERISHABLE PRODUCT. WARRANTEE EXPIRES AT COMPLETION OF JOB. NO WARRANTEE ON SEED UNLESS STATED OTHERWISE.

Review and pay

Don White & Son Sodding Contractors Inc.

5782 NW 2nd St Des Moines, IA 50313 US

+1 5152892140 billing@donwhitesodding.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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APPLICATION AND CERTIFICATE FOR PAYMENT

TO : Signature Commercial Real Estate
4701 121st Street
Urbandale, IA 50323
Ph: 515.221.9990

Project: 31942.20 (Commerce Crossings)
Commerce Parkway SW Road
Bondurant, IA 50035

Application Number: 1
Application Date: 11/05/2021
Period from: 10/01/2021
to: 10/31/2021

Attn. : Dave Hansen

Contract: Design Build Construction Contract

Project Number: 31942.20
Contract Date: 7/15/21

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The present status of the account for this Contract is as follows:

CHANGE ORDER SUMMARY			
Change Orders previously approved by Owner			
Number	Date Approved	ADDITIONS	DEDUCTIONS
		0.00	0.00
TOTALS		0.00	0.00
Net Change by Change Orders			

ORIGINAL CONTRACT SUM \$656,574.00

Net change by Change Orders \$656,574.00

CONTRACT SUM TO DATE \$512,500.00

TOTAL COMPLETED & STORED TO DATE \$25,625.00
(Column G on statement)

RETAINAGE% on construction.....
(Column I on statement)

TOTAL EARNED LESS RETAINAGE \$486,875.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT

CURRENT PAYMENT DUE \$486,875.00

The undersigned Contractor certifies that to the best of its knowledge, the Work covered by this Application for Payment has been (a) substantially completed in accordance with the Contract Documents, (b) all amounts for Work described on previous Certificates for Payment were disbursed, and (c) that current payment shown on this Application is due.

OPUS DESIGN BUILD, L.L.C.:

DocuSigned by:
Michael Anthony
F4819F2545B34A5...
By: _____ Date: 11/8/2021

APPLICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.										APPLICATION FOR PAYMENT NUMBER: PREVIOUS APPLICATION NUMBER: APPLICATION FOR PAYMENT DATE: PERIOD FROM: TO:			1 11/05/2021 10/01/2021 10/31/2021	
A	B	C		D	E	F		G	H	I	J			
	DESCRIPTION OF WORK	SCHEDULED / CONTRACT VALUE	Previous Applications	WORK COMPLETED		TOTAL COMPL AND STORED TO DATE (D+E+F)	BALANCE TO FINISH TO FINISH (C-G)	RETAINAGE	NET AMOUNT THIS APPLICATION					
				This Application	Stored Mils (not in D or E)									
Sitework														
	Commerce Parkway	656,574.00			512,500.00			512,500.00	144,074.00	25,625.00	486,875.00			
	Sitework - Total	656,574.00			512,500.00			512,500.00	144,074.00	25,625.00	486,875.00			
	TOTAL PROJECT COST	656,574.00			512,500.00			512,500.00	144,074.00	25,625.00	486,875.00			

**APPLICATION AND CERTIFICATE FOR PAYMENT**

TO: Signature Commercial Real Estate
4701 121st Street
Urbandale, IA 50323
Ph: 515.221.9990

Project: 31942 (Commerce Crossings)
800 Commerce Parkway SW
Bondurant, IA 50035

Application Number: 2
Application Date: 11/30/2021
Period from: 11/01/2021
to: 11/30/2021

Attn.: Dave Hansen

Contract: Design Build Construction Contract

Project Number: 31942.20
Contract Date: 06/03/2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

The present status of the account for this Contract is as follows:

CHANGE ORDER SUMMARY			
Change Orders previously approved by Owner			
Number	Date Approved	ADDITIONS	DEDUCTIONS
		0.00	0.00
TOTALS		0.00	0.00
Net Change by Change Orders			

ORIGINAL CONTRACT SUM \$656,574.00

Net change by Change Orders \$656,574.00

CONTRACT SUM TO DATE \$656,574.00

TOTAL COMPLETED & STORED TO DATE \$656,574.00
(Column G on statement)

RETAINAGE % on construction
(Column I on statement)

TOTAL EARNED LESS RETAINAGE \$656,574.00

LESS PREVIOUS CERTIFICATES FOR PAYMENT \$486,875.00

CURRENT PAYMENT DUE \$169,699.00

The undersigned Contractor certifies that to the best of its knowledge, the Work covered by this Application for Payment has been (a) substantially completed in accordance with the Contract Documents, (b) all amounts for Work described on previous Certificates for Payment were disbursed, and (c) that current payment shown on this Application is due.

OPUS DESIGN BUILD, L.L.C.:

DocuSigned by:

Michael Anthony

By:

11/29/2021

Date:

F4819F2545B34A5...

APPLICATION FOR PAYMENT, containing Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.										APPLICATION FOR PAYMENT NUMBER: PREVIOUS APPLICATION NUMBER: APPLICATION FOR PAYMENT DATE: PERIOD FROM: TO:			2 11/30/2021	1 11/30/2021
A	B	C	D	E	F	G	H	I	J					
	DESCRIPTION OF WORK	SCHEDULED / CONTRACT VALUE	Previous Applications	WORK COMPLETED		TOTAL COMPL AND STORED TO DATE (D+E+F)	BALANCE TO FINISH TO FINISH (C-G)	RETAINAGE	NET AMOUNT THIS APPLICATION					
				This Application	%									
Sitework														
	Commerce Parkway	656,574	512,500	144,074		656,574	100%					169,699		
	Sitework - Total	656,574	512,500	144,074		656,574	100%					169,699		
	TOTAL PROJECT COST	656,574	512,500	144,074		656,574	100%					\$169,699		

CONTRACTOR'S CERTIFICATE WITH RESPECT TO LIENS

Opus Design Build, L.L.C. ("Contractor") and Signature Real Estate Services, Inc. ("Owner") entered into a Design Build Construction Contract dated July 15, 2021, as amended through Change Order No. N/A dated , 20 (collectively, the "Contract"). Under the Contract, Contractor is to provide labor, materials, equipment, and other services to construct certain improvements described in the Contract (the "Work") on Owner's property located at Commerce Parkway SW, Bondurant, IA and commonly known as Commerce Parkway ("Property").

Contractor submits this Certificate to Owner in connection with the attached application for an installment payment or final payment, as applicable ("Application"), in the net amount of \$169,699.00, for Work performed or provided through November 30, 2021 ("Application Date"). In connection with the Application, Contractor certifies that all Work provided through Contractor, for which Contractor was paid under prior applications for payment, has been fully paid or applied by Contractor as provided in the prior applications for payment.

Contractor waives all rights it may have to file a mechanic's lien against the Property for Work performed by or through Contractor through the Application Date; however, this waiver is conditioned upon Contractor's receipt of the net amount due under the Application. The foregoing waiver does not apply to Work performed or provided subsequent to the Application Date, or to the monies retained by Owner under the Contract in the amount of \$0.00, including retainage referenced in the Application.

Contractor will indemnify and hold harmless Owner against any loss or damage that Owner may sustain in connection with mechanic's liens filed against the Property for Work performed by or through Contractor for which Owner has made payment to Contractor.

This Certificate With Respect to Liens is executed and delivered by a duly authorized representative of Contractor.

CONTRACTOR:

Opus Design Build, L.L.C.

DocuSigned by:
By: Michael Anthony
F4819CF2545B34A5
Title: Senior Project Manager

Date: 11/29/2021

LILLIS, O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP
ATTORNEYS AT LAW
317 SIXTH AVENUE - SUITE 300
DES MOINES, IOWA 50309-4127

TELEPHONE (515) 243-8157
FAX (515) 243-3919
TIN 042-0950305

Bondurant Commercial, LLC
Contact: Dave Hansen, Pres.
Signature Commercial Real Estate
4701 121st St.
Urbandale, IA 50323

Page: 1
08/31/2020
Account No. 10746-00
Statement No. 1
DLM
Amount Enclosed: \$ _____

RE: Development Agreement-City of Bondurant

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT, RETAIN BOTTOM PORTION FOR YOUR RECORDS

Date	Initials	Description	Hours
07/30/2020	DLM	No Charge - Discussion with Dave Hansen about possible Development Agreement in Bondurant/Altoona.	0.80
07/31/2020	DLM	Review of materials provided by client; conference call with Dave Hansen; call to Doug Fulton; call to David Brick and John Danos.	1.50
	JBT	Reviewed documents from Dave Hansen; phone conversation with Dave Hansen and Andy Hodges regarding Bondurant development.	0.25
08/10/2020	DLM	No Charge - Call to John Danos and client.	
08/12/2020	JBT	No Charge - Reviewed Development Agreement; conference call with client and John Danos.	
	DLM	Conference call with client.	1.50
08/14/2020	DLM	Review of information from client.	1.00
08/17/2020	JBT	Reviewed correspondence from David Hansen; conference call with David Hansen.	1.00
	DLM	Review and work on proposal to be submitted to Bondurant; call to client.	2.00
08/18/2020	DLM	Review and send proposal to City of Bondurant concerning Bondurant Commercial, L.C.; make changes recommended by David Hansen.	0.75
08/20/2020	DLM	Review of Marketa email; review of our request in order to respond to email from Marketa; call to John Danos.	0.75
08/21/2020	DLM	No Charge - Review of draft RISE resolution.	
08/27/2020	DLM	Follow-up to client and email and call to John Danos; searching for an answer to our request.	0.25
	DLM	Review of Real Estate Exchange Agreement with Mendenhall.	0.50

10746-00

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ATTORNEYS AT LAW
317 SIXTH AVENUE - SUITE 300
DES MOINES, IOWA 50309-4127

TELEPHONE (515) 243-8157
FAX (515) 243-3919
TIN 042-0950305

Bondurant Commercial, LLC

Page: 2
08/31/2020

Account No. 10746-00
Statement No. 1

Development Agreement-City of Bondurant

Amount Enclosed: \$ _____

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT, RETAIN BOTTOM PORTION FOR YOUR RECORDS

		Hours	
08/28/2020	DLM		
	No Charge - Email from John Danos; discussion with David Hansen about upcoming conference with City of Bondurant; effort to confirm a time for the conference call on Sept. 4, 2020.		
	For Current Services Rendered	10.30	3,231.25
	TOTAL CURRENT CHARGES		3,231.25
	Balance Due		<u>\$3,231.25</u>

Visa and Mastercard accepted

LILLIS, O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP
ATTORNEYS AT LAW
317 SIXTH AVENUE - SUITE 300
DES MOINES, IOWA 50309-4127

TELEPHONE (515) 243-8157
FAX (515) 243-3919
TIN 042-0950305

Bondurant Commercial, LLC
Contact: Dave Hansen, Pres.
Signature Commercial Real Estate
4701 121st St.
Urbandale, IA 50323

Page: 1
10/31/2020
Account No. 10746-00
Statement No. 3
DLM

Amount Enclosed: \$ _____

RE: Development Agreement-City of Bondurant

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT, RETAIN BOTTOM PORTION FOR YOUR RECORDS

Previous Balance \$525.00

			Hours	
10/05/2020	DLM	Discussion with David Hansen; email to John Danos and Amy Bjork about Development Agreement with City of Bondurant.	0.50	
10/11/2020	DLM	Legal research and email - Breezy Property Co. v. Birchfield.	1.25	
10/12/2020	JBT	Reviewed Ziegler Industrial Park Plat; phone conversation with Brad Skinner; reviewed recorded documents related to plat.	0.50	
	DLM	Review of final report - Ziegler Industrial Plat; research on plat and dedication.	2.00	
10/13/2020	DLM	Call with David Hansen; call to Bob Laden to obtain Ziegler Development Agreement.	1.00	
10/19/2020	DLM	NO CHARGE - Received and reviewed the Ziegler agreement.		
		For Current Services Rendered	5.25	1,800.00
		TOTAL CURRENT CHARGES		1,800.00
10/23/2020		Payment - Thank you.		-525.00
		Balance Due		<u>\$1,800.00</u>

Visa and Mastercard accepted

10746-00

LILLIS, O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP ATTORNEYS AT LAW
317 SIXTH AVENUE, SUITE 300 DES MOINES IA 50309-4127 TELEPHONE 515-243-8157

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DES MOINES, IOWA 50309-4127

TELEPHONE (515) 243-8157
FAX (515) 243-3919
TIN 042-0950305

Bondurant Commercial, LLC
Contact: Dave Hansen, Pres.
Signature Commercial Real Estate
4701 121st St.
Urbandale, IA 50323

Page: 1
03/31/2021

Account No. 10746-00
Statement No. 8
DLM

Amount Enclosed: \$ _____

RE: Development Agreement-City of Bondurant

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT, RETAIN BOTTOM PORTION FOR YOUR RECORDS

Previous Balance \$350.00

			Hours	
03/04/2021	DLM	Work on modifications to Development Agreement; review input from Chris Bauer.	2.00	
03/05/2021	DLM	Revisions to Development Agreement provided to client.	2.00	
03/11/2021	DLM	Review of attachments and modifications to Development Agreement.	1.50	
03/12/2021	DLM	Review of redline changes to Development Agreement.	1.25	
03/25/2021	DLM	No charge - email from Dave Hansen.	0.25	
03/29/2021	DLM	Call from Dave Hansen; call to and email to Amy Bjork; review of Development Agreement.	1.50	
03/30/2021	DLM	Review of agreement; discussion with Dave Hansen; conference call with John Dunas; Amy Bjork.	2.00	
		For Current Services Rendered	10.50	3,587.50
		TOTAL CURRENT CHARGES		3,587.50
03/31/2021		Payment - Thank you.		-350.00
		Balance Due		<u>\$3,587.50</u>

Visa and Mastercard accepted

10746-00

LILLIS, O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP
ATTORNEYS AT LAW
317 SIXTH AVENUE - SUITE 300
DES MOINES, IOWA 50309-4127

TELEPHONE (515) 243-8157
FAX (515) 243-3919
TIN 042-0950305

Bondurant Commercial, LLC
Contact: Dave Hansen, Pres.
Signature Commercial Real Estate
4701 121st St.
Urbandale, IA 50323

Page: 1
04/30/2021

Account No. 10746-00
Statement No. 9

DLM

Amount Enclosed: \$ _____

RE: Development Agreement-City of Bondurant

PLEASE RETURN TOP PORTION WITH YOUR PAYMENT, RETAIN BOTTOM PORTION FOR YOUR RECORDS

	Previous Balance			\$3,587.50
			Hours	
04/02/2021	DLM	Review of Development Agreement.	1.00	
04/12/2021	DLM	Review of Bondurant Development Agreement.	1.00	
04/16/2021	DLM	Review of MOU.	0.50	
		For Current Services Rendered	2.50	875.00
		TOTAL CURRENT CHARGES		875.00
04/21/2021		Payment - Thank you.		-3,587.50
		Balance Due		<u>\$875.00</u>

Visa and Mastercard accepted

10746-00

LILLIS, O'MALLEY OLSON MANNING POSE TEMPLEMAN LLP ATTORNEYS AT LAW
317 SIXTH AVENUE, SUITE 300 DES MOINES IA 50309-4127 TELEPHONE 515-243-8157



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

Item No. 7.a.
For Meeting of 9/26/2022
Public Hearing

TITLE: Public Hearing to consider plans, specifications, and contract for Franklin Street - 2nd Street, NW to former RR ROW Water Main

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This public hearing is to discuss the plan and specifications and form of contract for the Franklin Street 12inch water main project. This project is designed to add an additional 12 inch feeder water main to the Franklin St. corridor that does not currently exist. This will run along the eastern ROW of Franklin St. SW from 2nd St. NW to the former Railroad ROW or where the CVT trail is currently. This will provide service to the Edglenad townhomes that are under construction at this time, as well as provide a redundant loop for the Quail Run development.

FUNDING SOURCE: Water Utility Fund/Connection Fee District

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 428103 Plans
2. 428103 Specs

PLOTTED: Tuesday, August 16, 2022 3:45:35 PM



 **IOWA**
ONE CALL

1-800-292-8989
www.iowaonecall.com

811
Digging requires a lot of work.
Call 811 before you dig.

A circular professional engineer seal for the State of Iowa. The outer ring contains the text "LICENSED PROFESSIONAL ENGINEER" at the top and "IOWA" at the bottom, separated by two five-pointed stars. The center of the seal contains the name "H. ROBERT VEENSTRA JR." and the license number "9037".



**VEENSTRA
& KIMM INC.**

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

DWG. NO.

A.1

PLOTTED: Tuesday, August 16, 2022 3:40:58 PM

X-REFS: 428103-PP-VTR
 FILE PATH: P:\428103\CADD\PRODUCTION DRAWINGS\A.GENERAL\428103-A-TITLE

GENERAL LEGEND

	SURVEY LINE & STATION INDICATOR		CULVERT; SIZE AND TYPE
	CONCRETE SURFACE		FLARED END SECTION
	ASPHALT SURFACE		RAILROAD
	CONCRETE W/ASPHALT OVERLAY		MAILBOX
	LOW GRADE ASPHALT SURFACE		FENCE (MISC.)
	GRANULAR SURFACE		SECURITY FENCE
	DIRT SURFACE		WOOD FENCE
	BRICK SURFACE		SILT FENCE
	SURFACING REMOVAL/REPLACEMENT		CHAIN LINK FENCE
	EARTH SECTION		PROPERTY LINE
	NEW SEWER/MANHOLE		PROPERTY PIN
	NEW SEWER/INTAKE		SECTION CORNER
	NEW WATER MAIN		PLAT BOUNDARY
	NEW FORCE MAIN		BUILDING
	NEW HYDRANT		ELEVATION MARKER
	NEW WATER VALVE		CENTERLINE
	EXISTING SANITARY SEWER AND SIZE		DIAMETER
	EXISTING STORM SEWER AND SIZE		ELEV.
	EXISTING WATER MAIN AND SIZE		POLYVINYLCHLORIDE PIPE
	EXISTING FORCE MAIN AND SIZE		CAST IRON PIPE
	GAS MAIN AND SIZE		DUCTILE IRON PIPE
	UNDERGROUND POWER LINE		CORRUGATED METAL PIPE
	OVERHEAD POWER LINE		VITRIFIED CLAY PIPE
	UNDERGROUND TELEPHONE LINE		REINFORCED CONCRETE PIPE
	CABLE TELEVISION LINE		REINFORCED CONCRETE ARCH PIPE
	FIBER OPTICS		LINED REINFORCED CONCRETE PIPE
	TOP OF EMBANKMENT		LINED CONCRETE PRESSURE PIPE
	TOE OF EMBANKMENT		STATION
	DRAINAGE COURSE		LINE AHEAD
	SANITARY MANHOLE		LINE BACK
	STORM WATER MANHOLE		BENCH MARK AND NUMBER
	ELECTRIC MANHOLE		RIGHT-OF-WAY
	TELEPHONE MANHOLE		POINT OF INTERSECTION
	WATER MANHOLE		POINT ON TANGENT
	CURB INTAKE		LINEAR FEET
	AREA OR BEEHIVE INTAKE		TACKED HUB
	EXISTING HYDRANT		SOIL BORING AND NUMBER
	EXISTING WATER VALVE		POINT OF VERTICAL CURVATURE
	GAS VALVE		POINT OF VERTICAL TANGENCY
	UTILITY POLE		VERTICAL CURVE
	GUY ANCHOR		POINT OF CURVATURE
	STREET LIGHT		POINT OF TANGENCY
	SIGN		MIDDLE ORDINATE
	TELEPHONE CABLE JUNCTION BOX		DRAWING
	TRAFFIC SIGNALS		CONTROL POINT AND NUMBER
	PEDESTRIAN CONTROL LIGHT		TYPICAL
	RAILROAD CONTROL LIGHT		HIGH PRESSURE GAS
	RAILROAD SIGN		INTERMEDIATE PRESSURE GAS
	UTILITY ACCESS COVER		INVERT
	PARKING METER		EACH WAY, EACH FACE
	TREE		EACH WAY
	EVERGREEN		AT
	STUMP		DRAWING NUMBER
	BUSH, SHRUB OR HEDGE		

NOTE: THIS IS A GENERAL LEGEND. ITEMS MAY OR MAY NOT APPEAR ON DRAWINGS.

CONTROL POINTS

Point #	Northing	Easting	Elevation	Description
100	618452.61	1644818.78	967.77	cp pk west edge Franklin av
101	620046.52	1644880.80	955.40	cp found snyder red cap 50 east of Franklin
300	617797.26	1644825.78	975.90	cp found pk
301	620428.39	1644838.93	959.74	cp found pk

GENERAL NOTES

- ALL ELEVATIONS ARE TO NAVD 88 DATUM.
- ALL NORTHING AND EASTING COORDINATES ARE TO NAD 83, IOWA STATE PLANE COORDINATE SYSTEMS - SOUTH ZONE (1402).
- REMOVE AND REPLACE ALL STREET SIGNS AS DIRECTED BY ENGINEER. COST IS INCIDENTAL TO CONSTRUCTION.
- SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION.
- CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.
- DO NOT INTERRUPT EXISTING UTILITIES OR INDIVIDUAL SERVICES UNLESS DIRECTED BY ENGINEER.
- LOCATIONS OF CONSTRUCTION LIMIT LINES SHOWN ON PLANS ARE APPROXIMATE. ENGINEER WILL LOCATE CONSTRUCTION LIMITS IN FIELD. CONFINE ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO CONSTRUCTION LIMITS.
- SET MANHOLE COVERS FLUSH WITH PROPOSED GRADES UNLESS OTHERWISE NOTED.
- STATIONING IS ALONG CENTER LINE OF WATER, UNLESS OTHERWISE NOTED.
- PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR RELOCATION.
- RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.
- PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION.
- REPLACE WATER SERVICES IN DIRECT CONFLICT WITH NEW PIPE WITH NEW SERVICES FROM MAIN TO CURB STOP. PLUG EXISTING SERVICE AT MAIN; CONSTRUCT STORM SEWER UNDER EXISTING SERVICES WITH ADEQUATE CLEARANCE.

PROTECTION OF VEGETATION

TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE 12" INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT, BY CONTRACTOR, OF THESE ITEMS IS NOT REQUIRED. TUNNEL, INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR PROPERTY OWNER.

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	DLL
		CHECKED	HRV
		APPROVED	HRV
		DATE	8-16-22
		ISSUED FOR	----



FRANKLIN STREET WATER MAIN
 CITY OF BONDURANT

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
 515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

LEGEND AND GENERAL NOTES

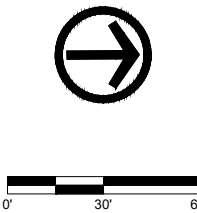
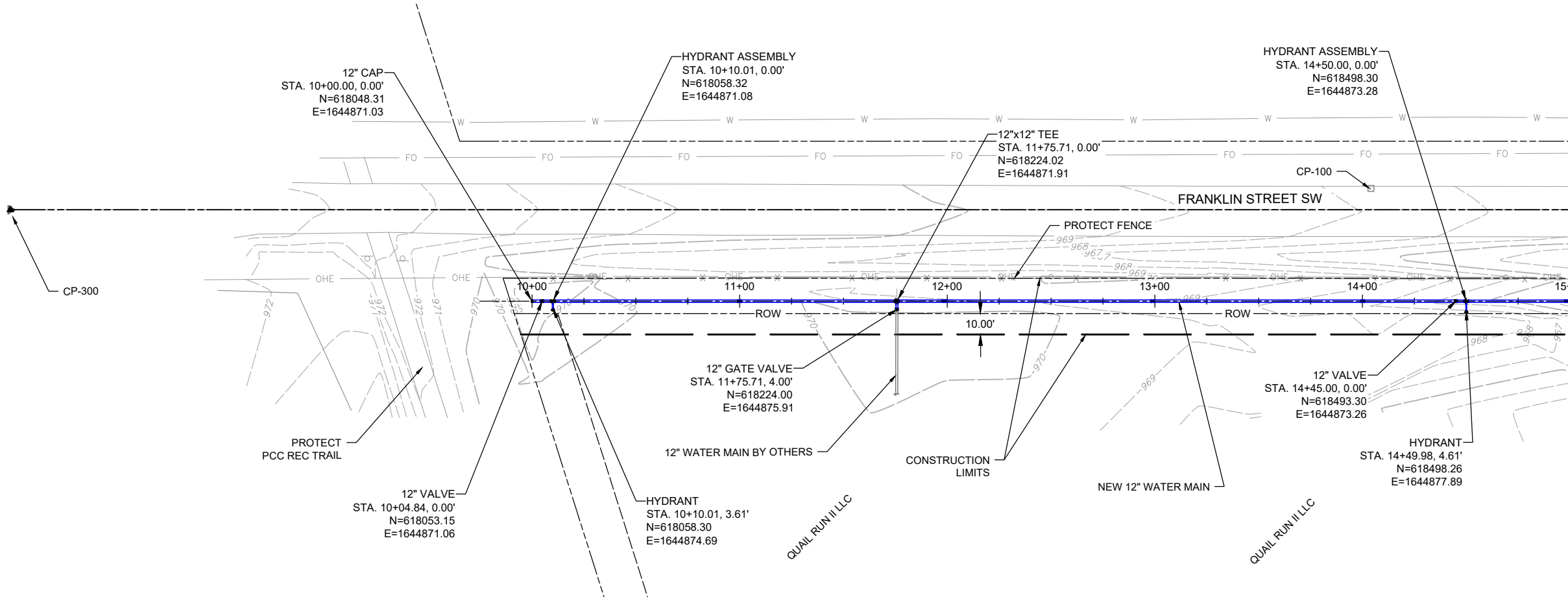
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A.2

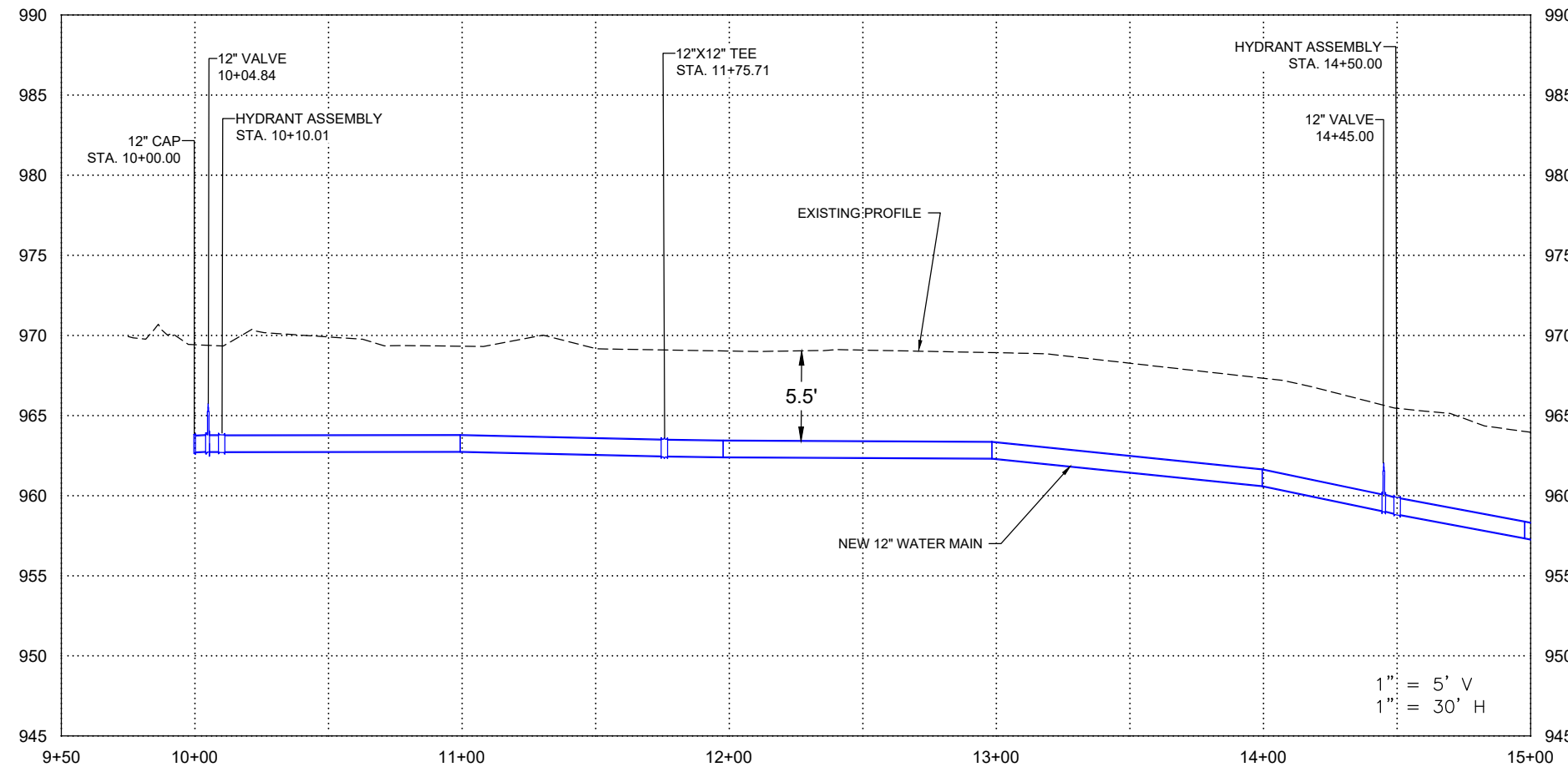
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Sta. 15+00.00
SEE DWG. NO. MWM.2



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	DLL
		CHECKED	HRV
		APPROVED	HRV
		DATE	8-16-22
		ISSUED FOR	----



FRANKLIN STREET WATER MAIN
CITY OF BONDURANT

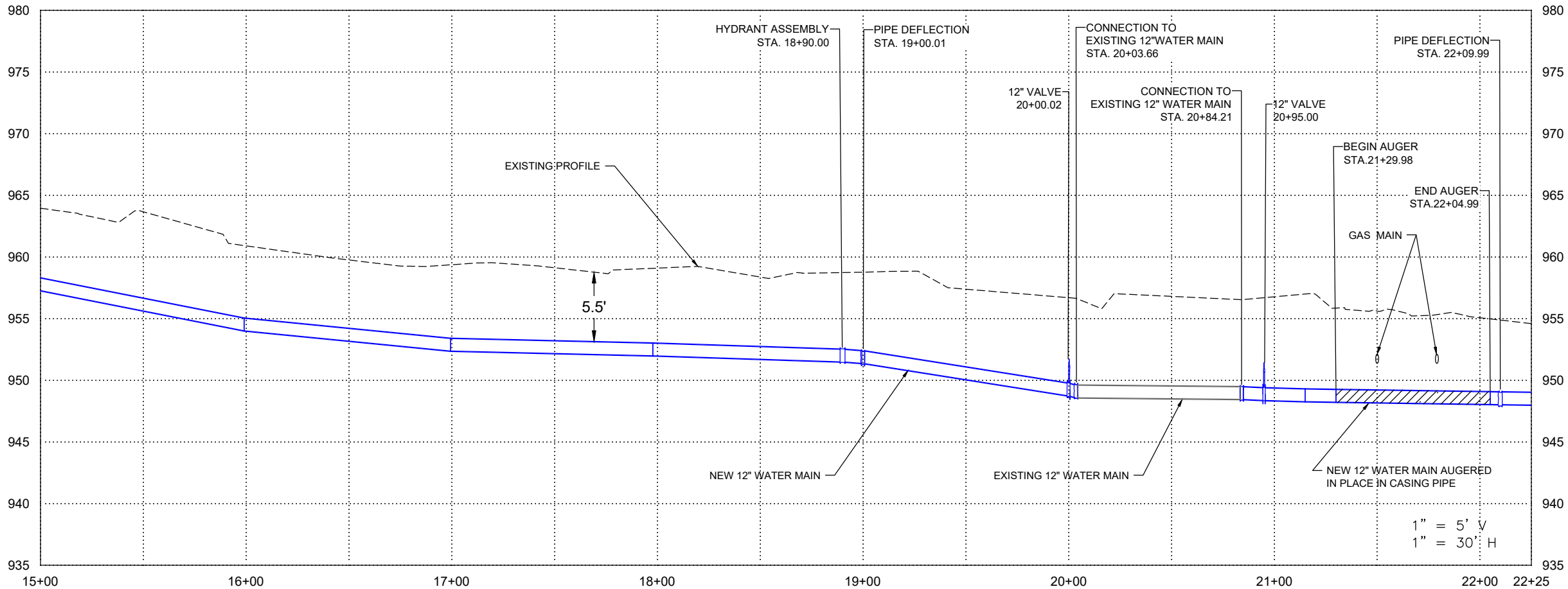
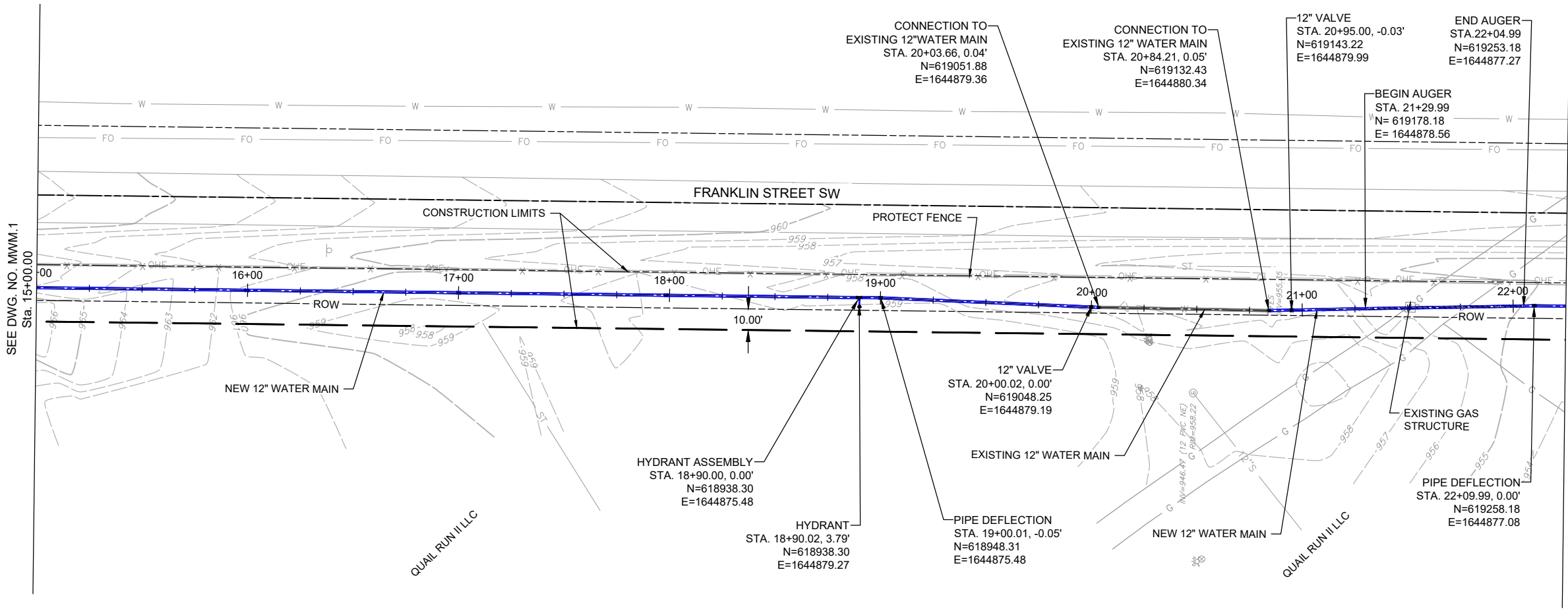
3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

WATER MAIN

DWG. NO.
MWM.1
PROJECT 428103

PLOTTED: Tuesday, August 16, 2022 3:41:08 PM

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DATE	REVISIONS

SCALE	AS NOTED
DRAWN	DLL
CHECKED	HRV
APPROVED	HRV
DATE	8-16-22
ISSUED FOR	---



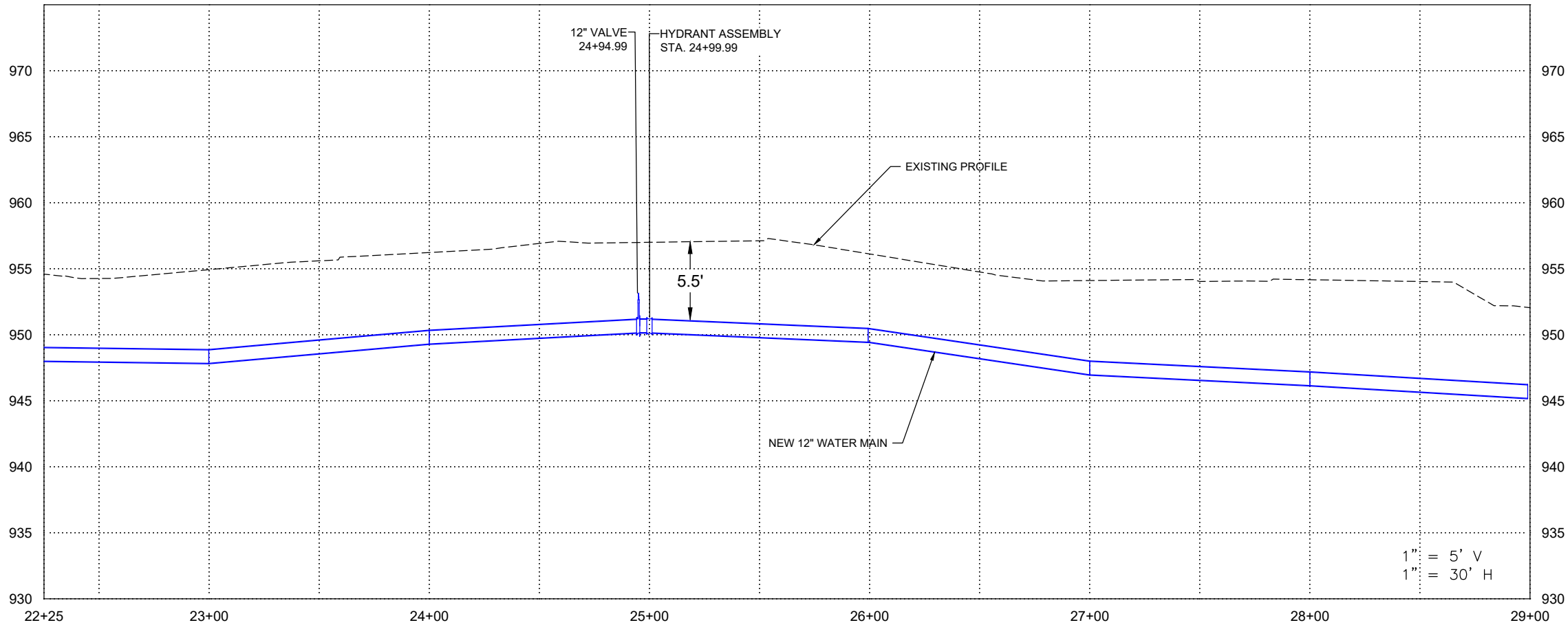
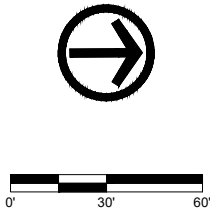
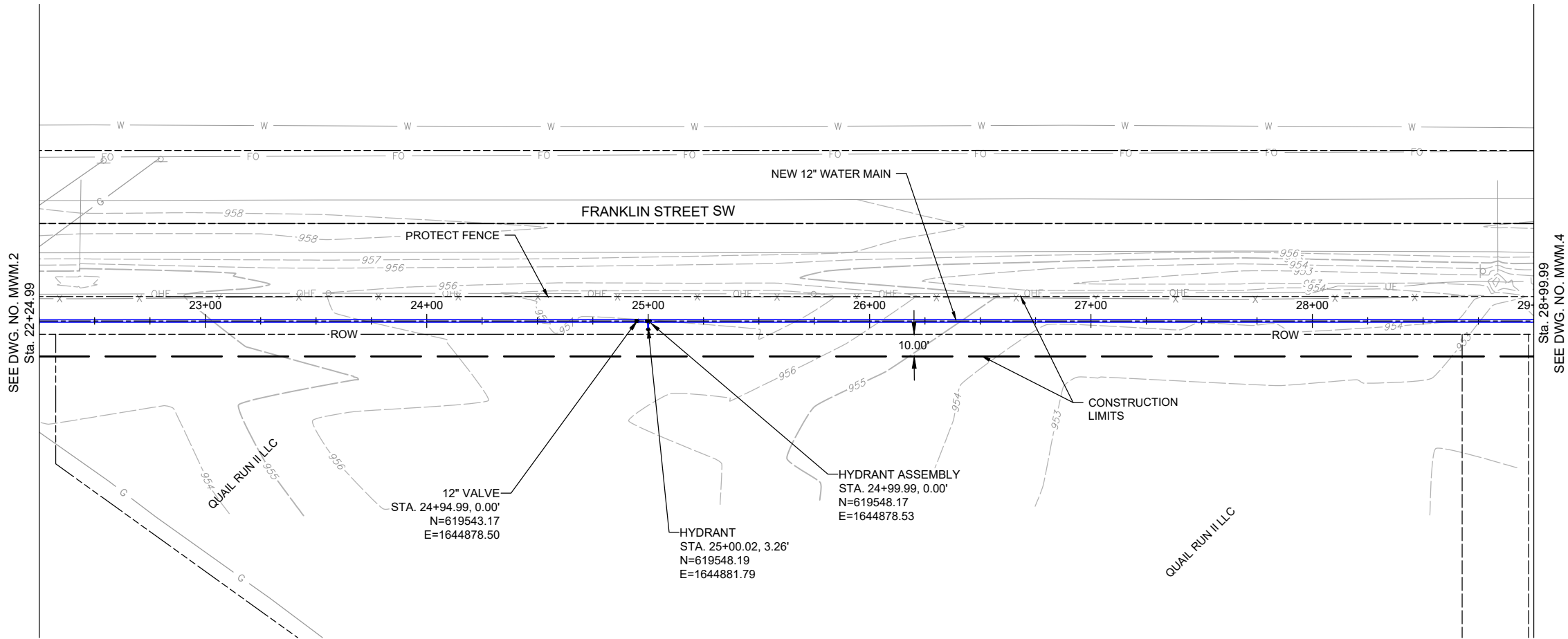
FRANKLIN STREET WATER MAIN CITY OF BONDURANT	
3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)	

WATER MAIN

DWG. NO.
MWM.2
PROJECT
428103

PLOTTED: Tuesday, August 16, 2022 3:41:14 PM

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DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	DLL
		CHECKED	HRV
		APPROVED	HRV
		DATE	8-16-22
		ISSUED FOR	----



FRANKLIN STREET WATER MAIN
CITY OF BONDURANT

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

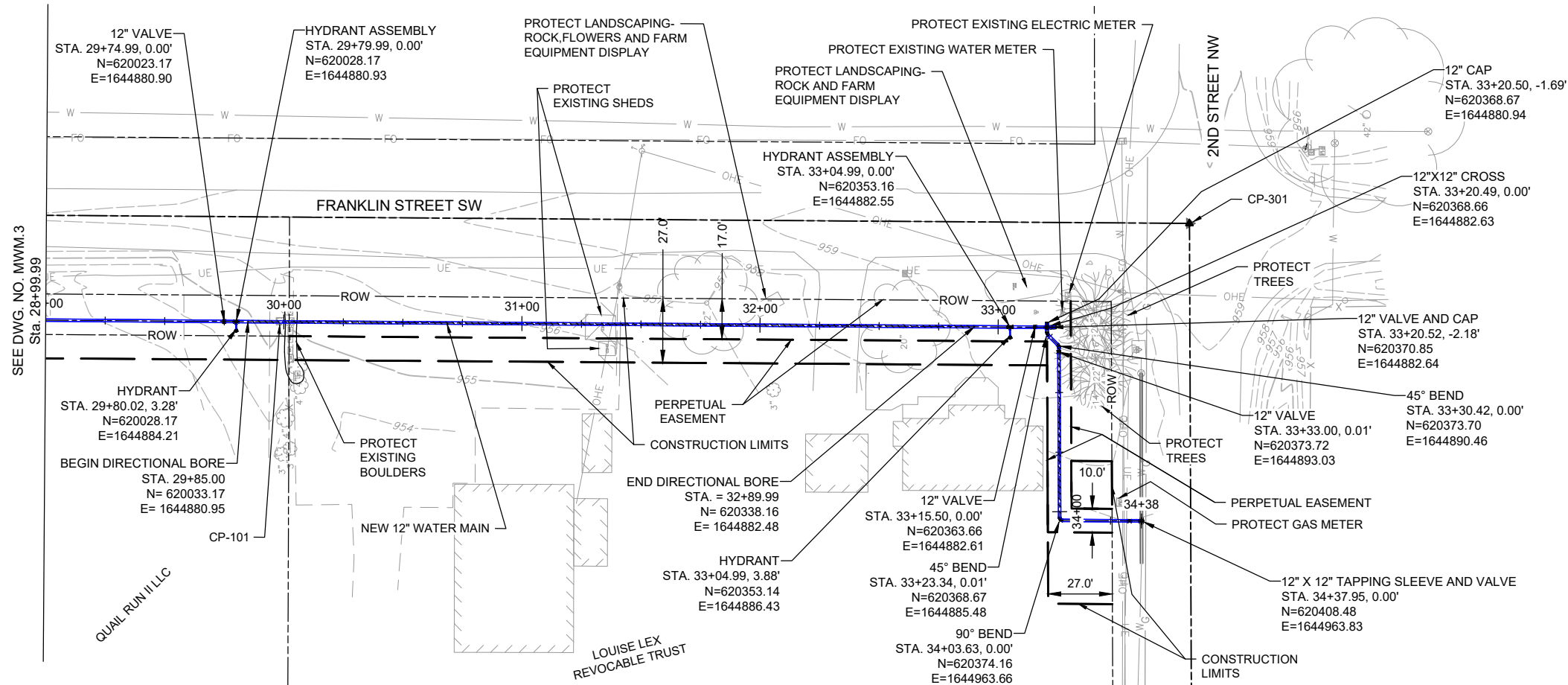
WATER MAIN

PROJECT 428103

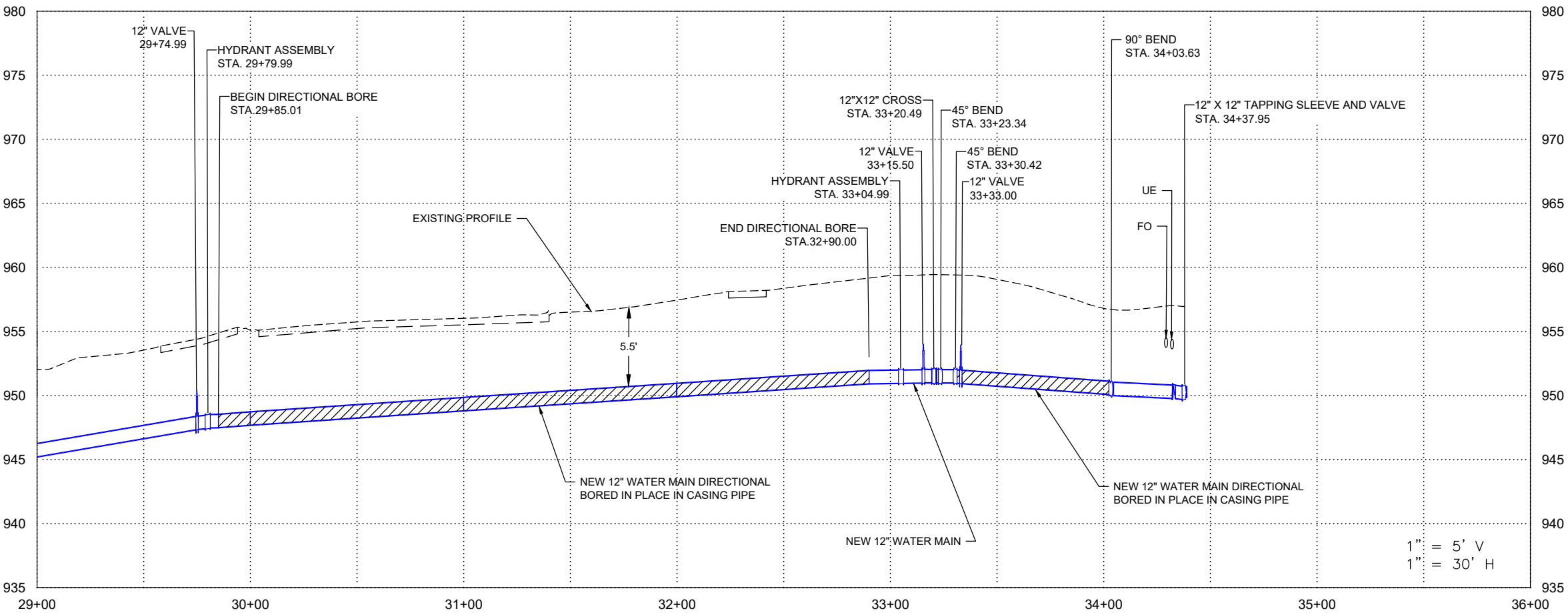
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PROJECT	428103

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NOTES
1. CONSTRUCT 12" WATER MAIN AT STA. 33+20 AT ELEVATION BELOW EXISTING 12" WATER MAIN ALONG SOUTH SIDE OF 2ND STREET NW TO ALLOW FUTURE WATER MAIN TO BE EXTENDED NORTH WITH FUTURE MAIN LOCATED BELOW EXISTING MAIN.



DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	DLL
		CHECKED	HRV
		APPROVED	HRV
		DATE	8-16-22
		ISSUED FOR	----



FRANKLIN STREET WATER MAIN
CITY OF BONDURANT

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
515-225-8000 • 515-255-7848(FAX) • 800-241-8000(WATS)

WATER MAIN

DWG. NO.
MWM.4
PROJECT
428103

SPECIFICATIONS

FOR

FRANKLIN STREET WATER MAIN - 2022

BONDURANT, IOWA

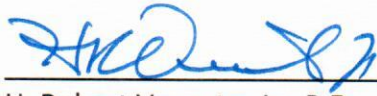


SPECIFICATIONS
FOR
FRANKLIN STREET WATER MAIN - 2022
BONDURANT, IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

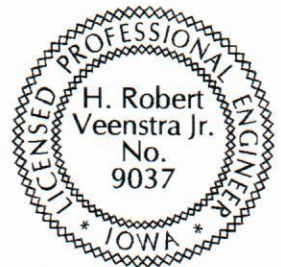
Date:



H. Robert Veenstra Jr., P.E.

Iowa Registration No. 9037

My license renewal date is December 31, 2022



Detailed parts covered by this seal:

All

Prepared by
VEENSTRA & KIMM, INC.
West Des Moines, Iowa

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FRANKLIN STREET WATER MAIN - 2022 BONDURANT, IOWA

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NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE FRANKLIN STREET WATER MAIN - 2022 FOR THE CITY OF BONDURANT, IOWA

At 6:00 P.M. on the 19th day of September, 2022, the City Council of the City of Bondurant, Iowa will, in said Council Chambers at City Hall, 200 Second Street NE, Bondurant, Iowa, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost for the Franklin Street Water Main - 2022 project.

The description of the project is as follows:

FRANKLIN STREET WATER MAIN - 2022

Construct Franklin Street Water Main - 2022 including all labor, materials and equipment necessary for approximately 1,980 linear feet of 12-inch water main installed in open cut, 456 linear feet of 12-inch water main installed by trenchless construction, connections to existing system, hydrants, valves, excavation, backfill, traffic control, surface restoration and miscellaneous associated work, including cleanup. The project is located along Franklin Street south of Second Street NW in the City of Bondurant, Iowa.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This notice is given by order of the Council of the City of Bondurant, Iowa.

Doug Elrod, Mayor

ATTEST:

Marketa George Oliver, City Administrator

NPH-1

428103

NOTICE TO BIDDERS

NOTICE OF TAKING BIDS FOR THE FRANKLIN STREET WATER MAIN - 2022 FOR THE CITY OF BONDURANT, IOWA

Sealed proposals will be received by the City Clerk of the City of Bondurant, Iowa, at the City Hall, 200 Second Street NE, Bondurant, Iowa, before 10:00 A.M. on the 19th day of September, 2022 for the construction of the Franklin Street Water Main - 2022, as described in the plans and specifications therefor, now on file in the office of the City Clerk. Proposals will be opened and the amount of the bids announced in said Council Chambers by the City Administrator and Project Engineers at the time and date specified above.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

FRANKLIN STREET WATER MAIN - 2022

Construct Franklin Street Water Main - 2022 including all labor, materials and equipment necessary for approximately 1,980 linear feet of 12-inch water main installed in open cut, 456 linear feet of 12-inch water main installed by trenchless construction, connections to existing system, hydrants, valves, excavation, backfill, traffic control, surface restoration and miscellaneous associated work, including cleanup. The project is located along Franklin Street south of Second Street NW in the City of Bondurant, Iowa.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the City Clerk of Bondurant, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the City Clerk of said City on or before the time herein set for said hearing. All proposals shall be made on official bidding blanks furnished by the City, and any alterations in the official form of proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished by the municipality and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the bid, or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

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428103

The bid security should be made payable to the CITY OF BONDURANT, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Bidders will use the bid bond form included in the specifications.

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of hearing.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work, and the maintenance of improvements in good repair for not less than four (4) years from the time of acceptance of the improvements by the City.

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Notice to Bidders

The work will commence within ten (10) calendar days as set out in written Notice to Proceed and shall be completed, except for seeding, no later than November 30, 2022.

Payment for said improvements will be made in cash from sale of general obligation bonds or notes, water revenue bonds or notes, or from such funds as are legally available for said purposes. Any combination of the above methods of payment may be used at the discretion of the City Council.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and material delivered to the site during the preceding calendar month less penalties. Payments made shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Electronic bidding is not available on this project.

Plans and specifications governing the construction of the proposed improvements, and the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications are now on file in the office of the City Clerk, for examination by bidders. Copies may be obtained from Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, Iowa 50266.

This notice is given by order of the Council of the City of Bondurant, Iowa.

Doug Elrod, Mayor

ATTEST:

Marketa George Oliver, City Administrator

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INSTRUCTIONS TO BIDDERS

FRANKLIN STREET WATER MAIN - 2022 BONDURANT, IOWA

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1. DEFINITION OF TERMS

- 1.1 "Owner" shall mean the City of Bondurant, Iowa, acting through the City Council or an authorized representative of the City Council.
- 1.2 "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.3 "Bidder" shall mean any person who submits a Proposal to furnish the work described in the Contract Documents.
- 1.4 "Contractor" shall mean the person with whom the Owner may enter into contract for the execution of the work specified.
- 1.5 "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor, but not with the Owner.
- 1.6 "Engineer" shall mean Veenstra & Kimm, Inc. of West Des Moines, Iowa.
- 1.7 "Standard Drawings" shall mean construction detail drawings bound with these specifications.

IB-1

428103

- 1.8 "Work" shall mean the work to be done and the equipment, materials, supplies and be furnished under the contract, unless some other meaning is indicated by the context.
- 1.9 "Station", "Sta." shall mean one hundred (100) linear feet measure.
- 1.10 "Or equal" shall follow manufacturers' names used to establish standards and, if not stated, is implied.
- 1.11 "Or approved equal" shall follow manufacturers names approved for use in project. Manufacturers who are not listed may not be used without approval of Engineer prior to bidding.

2. CONTRACT DOCUMENTS

- 2.1 Contract Documents, sometimes referred to as the "plans and specifications," shall mean and include the following parts as used herein:
 - 2.1.1 Notice to Bidders
 - 2.1.2 Instructions to Bidders
 - 2.1.3 Proposal
 - 2.1.4 Contract
 - 2.1.5 Bond
 - 2.1.6 General Conditions
 - 2.1.7 Special Conditions
 - 2.1.8 Plans List
 - 2.1.9 Detailed Specifications
 - 2.1.10 Plans listed in the specifications
 - 2.1.11 Numbered addenda issued to the foregoing.

3. EXAMINATION OF WORK

- 3.1 Bidders shall familiarize themselves with the specifications and with all conditions which will affect construction. It will be assumed that bidders have made a personal examination of the job and the physical conditions affecting the work.

4. QUALIFICATIONS OF BIDDERS

- 4.1 Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.

- 4.2 If successful bidder is a non-Iowa corporation, they shall submit proof to Owner prior to execution of contract that they have been authorized by Secretary of State to do business in Iowa.

5. METHOD OF BIDDING

- 5.1 Bidders shall submit unit and lump sum prices for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- 5.2 Bids will be computed using quantities shown in proposal. Unit price quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.
 - 5.2.1 In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern and unit price extensions and total bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit prices.
- 5.3 In the case of an obvious and serious clerical or entry error in the Proposal where the City is able to clearly determine the bidder's intent from the Proposal the City may waive irregularities that are in the best interest of the City as long as the integrity of the bidding process is not affected by waiving the clerical or entry irregularity.
- 5.4 Unit prices for payment items included in the specifications, but not listed in the PROPOSAL, will be negotiated, if needed.
- 5.5 Owner reserves the right to reject any or all bids.

6. SUBMISSION OF BIDS

- 6.1 Bidders shall submit the Proposal stamped "Official Bid". The Proposal stamped "Official Bid" is considered the original Proposal and shall be used for bidding. Submit in a sealed envelope. Envelope shall bear return address of the bidder and shall be addressed as follows:

To: Proposal For:

City Clerk
City of Bondurant
200 2nd Street NE
Bondurant, Iowa 50035-0037

Franklin Street Water Main - 2022

- 6.2 Bids shall be signed by a legally authorized representative of the bidder.

7. BID SECURITY

- 7.1 Each bid shall be accompanied by bid security in the form and amount set out in the Notice to Bidders.
- 7.2 Bid security shall be enclosed in a sealed envelope with the bid, or in a separate sealed envelope.
- 7.3 The bid security shall be forfeited and become the property of the Owner in case the bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after their proposal shall have been accepted.
- 7.4 Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.
- 7.5 Use bid bond form included with specifications.

8. WITHDRAWAL OF BIDS

- 8.1 A bidder may withdraw their bid at any time prior to scheduled closing time for receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days thereafter.

9. EXECUTION OF CONTRACT

- 9.1 The successful bidder shall enter into a written contract with the Owner, within 10 days after acceptance of their proposal on the forms included with these specifications, for the performance of the work awarded to him.
- 9.2 The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

10. CONTRACT TERMINATION

- 10.1 Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.

11. TAXES

- 11.1 The Owner will issue a sales tax exemption certificate applicable for all materials purchased for the project.
- 11.2 Income tax:
 - 11.2.1 Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - 11.2.2 If successful bidder is a non-Iowa partnership, individual or association, they shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

12. PREFERENCE FOR LABOR AND MATERIALS

- 12.1 Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. So far as may be done under the law, Contractor shall give preference to local concerns in purchase of materials, insurance and bonds.

- 12.2 The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

13. PAYMENT

- 13.1 Payment will be made in cash as set forth in Notice to Bidders.
- 13.2 Payments will be made on the basis of estimates prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or material.

14. APPROVAL OF MATERIALS

- 14.1 Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from the Engineer. Otherwise, it will be assumed Contractor will furnish materials or equipment specified.

15. PERIOD OF GUARANTEE AND BOND

- 15.1 Contractor shall guarantee work for a period of four (4) years from date of final acceptance of the work by the Owner as provided for in the Code of Iowa. Surety bond furnished by Contractor shall run for a like period.

16. SOIL BORINGS

- 16.1 Soil borings have not been made along proposed route of work.
- 16.2 Obtain permission from the Owner to make soil borings along proposed route of work.
- 16.3 Bidders responsible for obtaining utility locations for any borings and for all utilities damaged by the boring activities.

17. IOWA RECIPROCAL PREFERENCE

- 17.1 In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.

PROPOSAL

FRANKLIN STREET WATER MAIN - 2022
BONDURANT, IOWA

Name of Bidder _____

Address of Bidder _____

To: City Council
City of Bondurant
200 2nd Street NE
Bondurant, IA 50035-0037

The undersigned bidder submits herewith bid security amounting to ten percent (10%) of the total amount of the bid which shall become the property of the City of Bondurant should the undersigned fail or refuse to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services, and materials and to perform the work described in the specifications, and addenda __, __, __, and __, within the time and for the sum or sums stated hereinafter on attached proposal schedule; which proposal schedule is hereby made a part of this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.

Bidder _____

By _____

Title _____

PROPOSAL SCHEDULE

FRANKLIN STREET WATER MAIN - 2022

1. Construct Franklin Street Water Main - 2022 for the following unit and lump sum prices:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1	12" Water Main in Open Cut	LF	1,980	\$ _____	\$ _____
1.2	12" Water Main Directionally Bored	LF	376	_____	_____
1.3	12" Water Main Auger in Casing Pipe	LF	80	_____	_____
1.4	12" Tapping Sleeve and Valve	EA	1	_____	_____
1.5	12" Gate Valve	EA	10	_____	_____
1.6	Hydrant Assembly	EA	6	_____	_____
1.7	Connections to Existing 12" Water Main	EA	2	_____	_____
1.8	Sampling Station	EA	1	_____	_____
1.9	Granular Surfacing	TONS	10	_____	_____
1.10	Seeding	ACRE	2.5	_____	_____
1.11	Erosion Control	LS	1	xxxxx	\$ _____
1.12	Traffic Control	LS	1	xxxxx	\$ _____
TOTAL BID (Items 1.1 – 1.12)				\$	_____

Proposal

2. Work under the contract shall commence within ten (10) calendar days as set out in written Notice to Proceed and shall be completed no later than November 30, 2022.
3. Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions due to conditions beyond the control of the Contractor.
4. Required attachment:
 - Bidder Status Form

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No

My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No

My company has an office to transact business in Iowa.

☐ Yes ☐ No

My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No

My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we,

_____ of _____ as Principal and

_____ of _____ as Surety, are held and firmly bound unto the City of Bondurant, Iowa, hereinafter defined as Obligee, in the penal sum of ten percent (10%) of the total amount of the bid (\$_____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the City of Bondurant, Iowa, a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: Franklin Street Water Main - 2022.

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 2022.

Principal

By _____
Contractor's Signature

Surety

By _____
Attorney-in-Fact

BB-1

428103

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2022, by and between the City of Bondurant, Iowa, party of the first part, hereinafter referred to as the "Owner", and

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

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the _____ day of _____, 2022, for Franklin Street Water Main - 2022 under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

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

FRANKLIN STREET WATER MAIN - 2022

Construct Franklin Street Water Main - 2022 including all labor, materials and equipment necessary for approximately _____ linear feet of 12-inch water main installed in open cut, connections to existing system, hydrants, valves, excavation, backfill, traffic control, surface restoration and miscellaneous associated work, including cleanup for the sum of _____ and __/100 Dollars (\$_____) based on the unit and lump sum prices as shown on the Proposal. The project is located along Franklin Street in Bondurant, Iowa.

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

2.1 Contract Documents, including:

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

2.2 This Instrument.

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

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

4. That this contract is executed in triplicate.

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

CONTRACTOR

CITY OF BONDURANT, IOWA

By _____

Mayor

Title _____

ATTEST:

ATTEST:

Title _____

City Clerk

C-2

428103

BOND

KNOW ALL MEN: That we, _____
of _____, hereinafter called the Principal, and

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

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

WHEREAS, the principal has, by means of a written Agreement dated _____,
2022, entered into a Contract with the Owner for Franklin Street Water Main - 2022 which
Agreement includes a guarantee of all work against defective workmanship and materials for a
period of four (4) years from the date of final acceptance of the work by the Owner, a copy of
which Agreement is by reference made a part hereof;

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

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

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

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

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

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

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

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this _____ day of _____, 2022.

PRINCIPAL:

Contractor

Signature

Title

SURETY:

Surety Company

Signature, Attorney-in-Fact

Name of Attorney-in-Fact

Company Name

Company Address (Including Zip Code)

Company Telephone Number

GENERAL CONDITIONS

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1. CONTRACT DOCUMENTS

- 1.1 All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- 1.2 Contract Documents shall be signed in triplicate by Owner and Contractor.
- 1.3 Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

2. SURETY BOND

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

3. CONTRACTOR'S RESPONSIBILITY

- 3.1 Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- 3.2 Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.
- 3.3 Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.
- 3.4 Without limiting GENERAL REQUIREMENTS of Contract Documents, protect flag poles, sidewalks, streets, pavements, fences, pipe, conduit, utilities, trees, shrubs and structures not shown for removal.
- 3.5 Cooperate with Owner, Engineer, and representative of utilities in locating underground utility lines and structures; incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.

4. SUBCONTRACTS

- 4.1 Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.
- 4.2 Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- 5.1 Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- 5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- 5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

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

7. PATENTS

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

8. GUARANTEE

- 8.1 Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.
- 8.2 Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

- 9.1 Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.
- 9.1.1 Submit 5 copies of all shop drawing submittals.
- 9.2 Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE ENGINEER

- 10.1 Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

11. PLANS AND SPECIFICATIONS

- 11.1 Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.

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

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

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

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

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

13. LINE AND GRADE

13.1 Engineer shall provide stakes showing line and grade from bench marks, base lines and other reference points. Contractor shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.

13.2 Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

14. DECISIONS BY ENGINEER

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

15. WORKMANSHIP AND MATERIALS

- 15.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent laborers and tradespersons shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.
- 15.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- 15.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.
- 15.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- 15.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- 15.6 When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- 15.7 Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- 15.8 Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.

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

16. ON-SITE REVIEW OR OBSERVATION

- 16.1 All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- 16.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.
- 16.3 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- 16.4 Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

17. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- 17.1 Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to insure that work is performed in accordance with plans and specifications.
- 17.2 Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.
- 17.3 Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

18. TESTS

- 18.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- 18.2 Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- 18.3 Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

19. TIME

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

20. DELAYS

- 20.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- 20.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- 20.3 No extension of time shall be valid unless made in writing by Owner.
- 20.4 Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

21. CHANGES

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

- 21.2 No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- 21.3 Amount due Contractor shall be adjusted for changes in following manner:
 - 21.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
 - 21.3.2 Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 22.2 of "22. EXTRA WORK" shall apply to changes where compensation is negotiated.
 - 21.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.
 - 21.3.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

22. EXTRA WORK

- 22.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.
- 22.2 The term "extra work" as used herein shall not be construed to apply to changes described in "21. CHANGES".
- 22.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- 22.4 Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

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23. OWNERSHIP OF MATERIALS

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

24. OTHER CONTRACTS

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

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

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

25. OWNER'S RIGHT TO DO WORK

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

26. OWNER'S RIGHT TO TERMINATE CONTRACT

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

- 26.1.1 Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
- 26.1.2 Receiver is appointed on account of Contractor's insolvency.
- 26.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
- 26.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.
- 26.1.5 Contractor persistently disregards laws and ordinances or instructions of Engineer.
- 26.1.6 Contractor violates a provision of contract.
- 26.2 If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
- 26.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.
- 27. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT
 - 27.1 If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

28. PAYMENTS WITHHELD

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

28.1.1 Defective work not remedied.

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

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

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

28.1.5 Damage to another contractor.

28.1.6 Claims of Owner for liquidated damages.

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

29. ACCEPTANCE AND FINAL PAYMENT

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

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

30. SUSPENSION OF WORK

- 30.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.
- 30.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

31. CLEANING UP

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

32. HAZARDOUS MATERIALS

- 32.1 The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.
- 32.2 The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor

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shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

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

33.1 Owner's responsibility:

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

33.2 Contractor's responsibility:

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

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

SPECIAL CONDITIONS

FRANKLIN STREET WATER MAIN - 2022 BONDURANT, IOWA

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1. INTENT

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

2. LOCATION

- 2.1 Work is located in public right-of-way and City owned properties in the City of Bondurant, Iowa.
- 2.2 Transportation facilities:
 - 2.2.1 U.S. Highway 65.

3. EASEMENTS AND RIGHT-OF-WAY

- 3.1 Owner will provide easements for construction on private lands.
- 3.2 Contractor will be provided list of construction easement widths.
- 3.3 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within the rights-of-way provided.
- 3.4 Contractor will be held liable by City and adjacent property owners for damages outside rights-of-way and easements; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

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4. ORDER OF CONSTRUCTION

- 4.1 Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- 4.2 Coordinate work with Owner and Engineer to assure orderly and expeditious progress of the work.
- 4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- 4.4 Schedule construction to minimize service interruptions, use of street barricades and detours; clean up each portion of work as it is completed.

5. INTERRUPTIONS TO SERVICE

- 5.1 Existing utilities shall remain in substantially continuous operation during Construction.

6. SERVICE FACILITIES

- 6.1 Owner will furnish water in reasonable quantities at available hydrants for use in construction. If requirements for water exceed capacity of Owner's existing facilities, provide additional water at own expense.
- 6.2 Electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

7. STORAGE OF MATERIALS AND EQUIPMENT

- 7.1 Limited storage space for materials and equipment will be available near project site.
- 7.2 Storage areas shall be subject to approval of Engineer.
- 7.3 Store materials and equipment in manner which will preserve their quality and fitness.

8. CONSTRUCTION FACILITIES BY CONTRACTOR

- 8.1 Provide suitable storage buildings necessary for proper storage of materials and equipment.
- 8.2 Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
 - 8.2.1 Provide Owner and Engineer with at least 2 telephone numbers where Contractor's representative can be reached evenings, weekends and holidays in event of emergency.
- 8.3 Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 8.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 8.5 Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

9. INSURANCE BY CONTRACTOR

- 9.1 Provide and maintain insurance throughout construction period in the following minimum amounts:
 - 9.1.1 Workmen's compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 - 9.1.2 Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.

- 9.1.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
- 9.2 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 9.3 Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.

10. CONTRACTOR'S RESPONSIBILITY

- 10.1 There shall be no liability upon public officials, Engineer or his authorized assistants, either personally or as an official of the Owner, it being understood that in such matters he acts as an agent and representative of the Owner in carrying out any of the provisions of the contract or in exercising any power or authority granted him thereby.
- 10.2 Contractor agrees to hold harmless and indemnify the Owner and Engineer and their employees or agents against any liability sustained by reason of the work or the handling or storing of materials therefor when such liability arises out of negligent acts, errors or omissions of the Contractor, its employees or agents; failing to do so, any judgment against or settlements resulting therefrom shall become a lien against any funds due Contractor.
- 10.3 In the event any provisions in the contract are violated by the Contractor or any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of their intention to terminate such contract. Such notice shall contain a statement of the reasons for such action and unless within 10 days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correcting be made, the contract shall, upon expiration of said 10 days cease and terminate.

- 10.3.1 In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and Contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence the performance thereof within 30 days, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expenses of the Contractor and the Contractor and its surety shall be liable to the Owner for any excess cost occasioned the Owner thereby; in such event, the Owner may take possession of and utilize such materials and appliances as may be on the site of the project and necessary in completing the work.
- 10.4 If suit is brought by the Owner for the breach of any provisions of this contract, the Contractor agrees to pay all costs in connection with suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.
11. POSITION, LINE AND GRADE
- 11.1 Construct to lines and grades shown on plans or as specified hereinafter.
- 11.2 Contractor shall perform detailed survey and staking for location, elevation and grade of construction.
- 11.3 Contractor shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.
- 11.4 Contractor shall preserve all monuments, reference points, stakes and bench marks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.
- 11.5 These conditions supersede conflicting provisions of GENERAL CONDITIONS.
12. EMPLOYMENT PRACTICES
- 12.1 Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

13. HISTORICAL/ARCHAEOLOGICAL FINDS

- 13.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

PLANS LIST

FRANKLIN STREET WATER MAIN - 2022
BONDURANT, IOWA

The work shall conform to the following drawings bound separately and Standard Drawings, all of which constitute the "Plans" and are an integral part of the Contract Documents.

<u>Title</u>		<u>Drawing Number</u>	<u>Revision Number</u>
A. General			
Index and Title Sheet		A.1	
Legend and General Notes		A.1	
MWM. WATER MAIN			
Water Main		MWM.1	
Water Main		MWM.2	
Water Main		MWM.3	
Water Main		MWM.4	
 <u>Standard Drawings</u>			
Pressure Pipe Trench Bedding	3010.104	SW-104	1
Thrust Blocks, Sheets 1, 2	5010.101	WM-101	1
Tracer System	5010.102	WM-102	1
Fire Hydrant Assembly	5020.201	WM-201	2

DETAILED SPECIFICATIONS

FRANKLIN STREET WATER MAIN – 2022 BONDURANT, IOWA

PART 1 - GENERAL REQUIREMENTS

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1. FORM

- 1.1 Detailed specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

- 2.1 To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- 2.2 To describe work set out in Contract Documents, unless otherwise specifically indicated.
- 2.3 To require performance of complete work in spite of omission of specific reference to any minor component parts.
- 2.4 To provide for new materials and equipment, unless otherwise indicated.

3. INTERPRETATION

- 3.1 Report errors or ambiguities in specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of specifications; his interpretation shall be accepted as final.

4. WORK INCLUDED

- 4.1 Furnish all materials, labor and equipment to construct Franklin Street Water Main - 2022 as set out in the Notice to Bidders.

5. STARTING AND COMPLETION TIME

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that Notice to Proceed will be issued within 30 calendar days after date of receiving bids. Complete work within time set out in Notice to Bidders.

6. INFORMATION FOR ENGINEER

- 6.1 After award of contract submit following information and drawings for Engineer's review: total number of reviewed copies required for distribution: 4 plus copies required by Contractor.
 - 6.1.1 Manufacturer's specifications and catalog data for all items of equipment including pipe, fittings, valves, hydrants and such other data as requested by Engineer.
 - 6.1.2 Certified materials test as described hereinafter.
 - 6.1.3 Such other information as Engineer may request and information as specified with equipment.
- 6.2 Within 15 days after award of contract, provide construction schedule, showing dates of starting and completing various portions of work and value of each portion of work.
- 6.3 Provide 2 copies of following information:
 - 6.3.1 Purchase orders and subcontracts without prices.
 - 6.3.2 Shipping papers for all materials.
 - 6.3.3 All materials test reports.
 - 6.3.4 Concrete mix design; submit 8 days before proposed mix is to be used.
 - 6.3.5 Proposed equipment and method for directional boring pipe.

7. SHOP DRAWINGS

- 7.1 Intent of Engineer's review: to assist Contractor in interpreting plans and specifications.
- 7.2 Contractor's responsibility: to check drawings prior to submission of coordination and conformance with contract; do not submit without checking.
- 7.3 Engineer's review is only for general conformance with design concept of project and general compliance with information given in contract documents. Any action shown is subject to requirements of plans and specifications. Contractor is responsible for dimensions which must be confirmed or correlated at job site; fabrication process and techniques of construction; coordination of work with that of all other trades, and satisfactory performance of work.
- 7.4 Prior to submission of shop drawings and catalog data to Engineer: affix Contractor's stamp with signature of responsible person to show that material submitted has been checked and approved by Contractor; shop drawings submitted without appropriate stamp and signature will be returned without Engineer's review.

8. PLANS AND SPECIFICATIONS

- 8.1 Engineer will furnish 5 sets of plans and specifications after award of contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 8.2 Subcontractors and suppliers will be furnished copies of plans and specifications only at request of Contractor. Engineer will be compensated for printing cost by Contractor.
- 8.3 Provide one set of plans and specifications for each foreman or superintendent in charge of each crew on job.

9. STANDARDS AND CODES

- 9.1 Do work in accordance with best present day construction practices.
- 9.2 Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to contrary:

General Requirements

- 9.2.1 American Association of State Highway and Transportation Officials (AASHTO).
- 9.2.2 American Concrete Institute (ACI).
- 9.2.3 American National Standards Institute (ANSI).
- 9.2.4 American Society for Testing and Materials (ASTM).
- 9.2.5 American Water Works Association (AWWA).
- 9.2.6 American Welding Society (AWS).
- 9.2.7 Federal Specifications (FS).
- 9.2.8 Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.
- 9.2.9 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2022) (IOSHA).
- 9.2.10 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- 9.2.11 National Institute of Occupational Safety and Health (NIOSH).
- 9.2.12 National Safety Council (NSC).
- 9.2.13 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OHSA).
- 9.2.14 Underwriters' Laboratories, Inc. (UL).
- 9.2.15 Standards and codes of the State of Iowa and applicable standards and codes of the City of Bondurant.
- 9.2.16 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

10. MATERIALS TESTS

- 10.1 Includes all materials tests or tests specified hereinafter.
- 10.2 Contractor shall employ and pay for approved testing laboratory for tests required to show that construction materials comply with specifications.
- 10.3 Provide samples of materials required for laboratory tests and pay cost of all tests including transportation charges on samples.
- 10.4 Incorporate no materials in work until laboratory tests have been furnished which show materials comply with specifications.
- 10.5 All materials subject to sampling, testing, inspection and rejection at site by Owner.
- 10.6 Laboratory tests for materials.
 - 10.6.1 Cement: bin sample for entire requirement, ASTM C150.
 - 10.6.2 Concrete aggregates: one (1) sample each, ASTM C33.
 - 10.6.3 Reinforcing steel: certify that steel conforms to ASTM A615 for grade specified.
 - 10.6.4 Ductile iron pipe: certify that pipe conforms to ANSI A21.51.
 - 10.6.5 Polyvinylchloride Pipe (pvc): certify that pipe conforms to AWWA C900 where applicable.
 - 10.6.6 Other pipe: certify that pipe conforms to applicable specifications.
- 10.7 Reinforcing steel: furnish original and one copy of certified test report by manufacturer.
- 10.8 Welded wire fabric: furnish original and one copy of certified test report by manufacturer.
- 10.9 Concrete compression cylinders: make 2 tests from trial batch of proposed mix before start of construction; ASTM C39; provide 7-day and 28-day tests.

General Requirements

- 10.10 Concrete compression cylinders for construction: make 3 cylinders for each day's pour if pour is less than 50 CY; if pour is more than 50 CY make 3 cylinders for each 50 CY or fraction thereof poured; provide 7-day and 28-day tests in accordance with ASTM C39.
- 10.11 Provide all cylinder molds, making of cylinders, transportation of cylinders and testing of concrete compression cylinders.
- 10.12 Concrete slump and air tests: provide 1 test per pour.
- 10.13 Make soil tests necessary to determine optimum moisture-density relationship and the suitability of materials for compaction.
- 10.14 Compaction tests on pipe trench backfill: ASTM D698.
 - 10.14.1 Where compacted backfill is specified tests may be taken every 50 LF of pipe trench and every 2' of vertical backfill.
 - 10.14.2 Where ordinary backfill is specified, tests may be taken at locations and depths selected by Owner.
 - 10.14.3 Retest any pipe trench or subgrade area that fails tests at no additional cost to Owner.

11. TEMPORARY WORK

- 11.1 Make all temporary connections necessary for maintaining utility service during course of work.
- 11.2 Construct temporary drains or bulkheads to keep work in the dry.

12. FINAL REVIEW AND ACCEPTANCE

- 12.1 Notify Owner when installation is considered to be complete and ready for final review.
- 12.2 Owner will accept work and make final payment to Contractor:
 - 12.2.1 When Owner has certified that he has reviewed the work of Contractor and determined the work is complete and in substantial conformance with specifications.

12.2.2 When Contractor has filed with Owner documents called for in specifications.

12.2.3 When all governmental agencies involved have indicated, in writing, that work is complete and acceptable.

13. COOPERATION WITH OTHERS

13.1 Concurrently with construction of water main along the east side of Franklin Street a private development will be constructed in the area immediately east of Franklin Street.

13.2 Contractor to cooperate and coordinate with contractor or contractor's working on private development.

13.3 Private development includes water main connections to the water main to be constructed along Franklin Street. Contractor to cooperate and coordinate with water main contractor working on private development project. The location of the connections to the privately constructed water main are shown on plan drawings.

PART 2 - SPECIAL CONSTRUCTION

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| 5. TREE REMOVAL AND TREE PROTECTION | 10. PAYMENT |

1. GENERAL

- 1.1 Procedures outlined below are not intended to fully cover all special procedures or emergencies which may arise during construction but are offered as an aid to Contractor in planning work; Contractor will cooperate with City and Engineer to minimize inconvenience and construction delays.
- 1.2 Determine location of underground utilities and piping before starting work; locations of underground appurtenances are approximate and not guaranteed by City or Engineer.
- 1.3 Remove and replace all signs, mail boxes and other appurtenances which interfere with construction operations; replace damaged signs at no cost to Owner.
- 1.4 Remove and replace culverts as required for construction; if damaged, replace in kind with new culvert. Include cost in unit price for water main construction.
- 1.5 Limit construction operations to property, rights-of-way and easements provided by City; provide barricades, lights, signs and detours as necessary to reroute traffic around construction areas.
- 1.6 Arrange with operating utilities for relocation or temporary removal of utilities in conflict with construction and for services needed during construction.
- 1.7 Dispose of materials removed during construction at locations as designated and directed by Owner.
 - 1.7.1 Dispose of waste products containing putrescible materials at Metro East Landfill.

Special Construction

- 1.7.2 Dispose of surfacing, broken concrete or rubble, brush, trees, excess excavated materials or spoil not suitable for backfill at Metro East Landfill unless otherwise directed by Owner.
- 1.8 Notify residents 2 days in advance when construction will disrupt or block access to property.
- 1.9 Remove and replace fencing where required for construction; replace fences as work progresses; keep cleanup concurrent with construction.
- 1.10 Provide safety fence along boundaries of construction area as specified hereinafter and as directed by Owner.
 - 1.10.1 Install safety fence when area is prepared for excavation; install on steel posts with maximum spacing of 8'; maintain until work is completed.
 - 1.10.2 Provide safety fence around all open trenches or open structures when left unattended.
- 1.11 Clean up and provide surface restoration as construction progresses.
- 1.12 Submit complete detailed construction procedure schedule after award of contract for planning, scheduling and controlling construction of project.
- 1.13 Contractor will be expected to provide adequate personnel and equipment to perform work within specified time of construction.
- 1.14 If delays in delivery of materials become apparent, notify Owner promptly; take action to accomplish one of the following:
 - 1.14.1 Substitute alternate materials with approval of Owner.
 - 1.14.2 Expedite delivery of materials.
- 1.15 Extensions of contract period will be given consideration upon written request of Contractor; request must include valid supporting data and bonafide reasons for requesting extension; City expects work to be complete and ready for final acceptance within completion time specified.
- 1.16 Maintain reasonable access to properties along route of water main unless property owners agree to other arrangements and Owner approves; cost of maintaining access is incidental to construction.

- 1.17 In locations where water main alignment requires removal of lot pins or markers, pins or markers must be replaced by registered professional land surveyor; cost is incidental to construction.

2. COOPERATION WITH OTHERS

- 2.1 Advise all utilities prior to excavating in area where construction might affect underground gas, electrical, telephone or water service.
 - 2.1.1 Advise telephone company of proposed construction schedule as it relates to telephone service.
 - 2.1.2 Advise power company of proposed construction schedule as it relates to electrical service.
 - 2.1.3 Advise gas company of proposed construction schedule as it relates to gas service.
 - 2.1.4 Advise Bondurant Water Department of proposed construction schedule as it relates to water service.
 - 2.1.5 Advise cable television company of proposed construction schedule as it relates to cable television service.
- 2.2 Cooperate with State and Federal regulatory agencies in matters under their jurisdiction over construction operations.
- 2.3 Cooperate with local governmental agencies; secure necessary building permits and arrange for inspections at proper time.

3. CONTAMINATED SOIL FINDS

- 3.1 If during course of construction evidence of deposits of contaminated soils are found, cease operations affecting find and notify Owner who will notify Iowa Department of Natural Resources; no further disturbance of deposits will ensue until notification by Owner that work may proceed; Owner will issue notice to proceed only after contaminated soils have been identified and procedures for remediating contaminated soils have been identified and procedures for remedial action have been determined and approved by Iowa Department of Natural Resources and Owner; compensation to Contractor, if any, for lost time or changes in construction due to changed conditions will be in accordance with change order provisions of specifications.

4. TRAFFIC CONTROL

- 4.1 Provide barricades, signs and lights to protect vehicular and pedestrian traffic during construction; comply with GENERAL REQUIREMENTS; refer to IDOT Standard Road Plans included hereinafter.
- 4.2 References made to standard details for traffic control are for Contractor's use as general information as recommended traffic control. Contractor responsible for hiring persons knowledgeable in traffic control set up and maintenance.
- 4.3 When the plans do not include a detailed traffic control plan, conform to the requirements of MUTCD.

5. TREE REMOVAL AND TREE PROTECTION

- 5.1 Plan drawings include specific requirements relative to tree protection and designate trees allowed for removal.
- 5.2 Only trees designated for removal may be removed in whole or in part to accommodate construction.
- 5.3 Trees must be removed from site and disposed of at approvable location; burning, chipping, shredding and burial of trees not allowed.
- 5.4 Contractor responsible to protect all other trees, including trees specifically designated for protection.
- 5.5 Tree removal is incidental to construction. Include cost in unit price for water main construction.
- 5.6 City and property owner reserve the right to remove and use trees marked for removal.
- 5.7 All tree removal must occur after October 1, 2022 due to the potential presence of Indiana Bat habitat. This requirement does not apply to evergreen trees.
- 5.8 If Contractor wishes to remove trees before October 1, 2022, Contractor responsible to complete necessary investigation and testing to determine if tree removal can be allowed because the trees removed are not potential bat habitat trees.

6. STORMWATER PERMIT AND EROSION CONTROL

- 6.1 Project will disturb more than 1 acre; General Permit No. 2 from Iowa Department of Natural Resources is required for construction of the project.
- 6.2 Erosion control and permit requirements:
 - 6.2.1 Contractor will be the responsible party for applying for, implementing and complying with a General Permit No. 2 for stormwater discharge for the construction activities associated with this project. Contractor shall be the permittee and solely responsible for compliance and costs associated therewith, including those specifically referenced herein. Contractor will be responsible for preparation of a Storm Water Pollution Prevention Plan.
 - 6.2.2 Contractor responsible to retain or engage persons knowledgeable in the preparation of a Storm Water Pollution Prevention Plan. The Storm Water Pollution Prevention Plan shall be prepared in a manner that complies with all applicable requirements.
 - 6.2.3 Contractor will be the responsible party for publishing notice in newspapers as required for General Permit No. 2. The contractor will be the responsible party for preparing and submitting Notice of Intent to the Iowa Department of Natural Resources for General Permit No. 2. Contractor responsible to pay all fees and costs associated with preparation of the Storm Water Pollution Prevention Plan, Publication of notice and filing of Notice of Intent for coverage under General Permit No. 2.
 - 6.2.4 Contractor will be responsible party for implementation and monitoring of compliance with Storm Water Pollution Prevention Plan requirements and General Permit No. 2.
 - 6.2.5 Contractor responsible party for filing of Notice of Discontinuation of General Permit No. 2 after vegetative growth has been re-established to the required levels of the permit.
 - 6.2.6 Contractor will be responsible party for all fees and fines associated with the permit and permit violations.
 - 6.2.7 Contractor will be responsible for maintaining a copy of the Storm Water Pollution Prevention Plan on the project site and for all site inspections and monitoring required by the permit.

Special Construction

- 6.2.8 Contractor will become the permittee. Contractor must identify which contracting entity will be responsible for each portion of the Storm Water Pollution Prevention Plan and maintain the site in compliance with the Pollution Prevention Plan and NPDES Permit.
 - 6.2.9 All subcontractors must sign the NPDES certification statement before conducting any work at the site. The certification must be signed in accordance with the signatory requirements found in the general permit and must be incorporated in the Storm Water Pollution Prevention Plan.
 - 6.2.10 In the event the Iowa Department of Natural Resources considers the City of Bondurant to be the permittee or the co-permittee, the contractor agrees to indemnify and hold harmless the City of Bondurant for all issues and activities relating to the Storm Water Pollution Prevention Plan and permit including, but not limited to, fines and penalties.
 - 6.2.11 Contractor must submit Storm Water Pollution Prevention Plan and documentation relating to General Permit No. 2 to the City of Bondurant. The City may review and require modification of said plan and documentation, but is not required to do so by this contract or by law.
 - 6.2.12 Contractor responsible to develop phasing and staging plans for implementation of Storm Water Pollution Prevention Plan.
 - 6.2.13 The City of Bondurant will not be responsible for maintenance or inspection of erosion control facilities or other activities or devices identified under the Storm Water Pollution Prevention Plan.
 - 6.2.14 Contractor responsible to complete all requirements for NPDES General Permit No. 2 in a timely manner to avoid any delays in start of construction; notice to proceed for construction will not be issued until all General Permit No. 2 requirements have been met; no extension of time for completion of construction will be granted for failure to timely meet requirements of General Permit No. 2.
- 6.3 References to silt fences in the specifications and locations shown on plans are intended to illustrate typical erosion control measures to be implemented by Contractor. In the event the requirements of the Pollution Prevention Plan conflict with other references in specifications or with illustration of silt fence locations shown on plans, requirements of the Pollution Prevention Plan will govern.

Special Construction

- 6.4 Construct silt fence or similar erosion control device along Franklin Street Water Main - 2022 boundary except across roads, driveways, and access gates until vegetative growth has been established. Silt fences placed along remaining construction limits as required by the Pollution Prevention Plan. Remove all erosion control devices at end of project.
 - 6.5 Include all costs associated with preparation, implementation and monitoring of Storm Water Pollution Prevention Plan and all necessary pollution control measures to be constructed and maintained by the contractor in the lump sum price for Erosion Control and Pollution Prevention Plan.
7. CONSTRUCTION STAKING
- 7.1 Contractor responsible for providing all necessary construction staking to allow for project construction.
 - 7.2 Contractor responsible for accuracy and completeness of all construction staking.
 - 7.3 Owner or Engineer may review accuracy of construction staking at its own discretion at any time.
 - 7.4 Construction staking is incidental to construction.
8. FENCE REMOVAL AND REPLACEMENT
- 8.1 Contractor responsible to carefully remove fence in conflict with construction.
 - 8.2 Notify property owner 5 days in advance of scheduled removal of fence.
 - 8.3 Following completion of water main construction replace fence removed for construction; provide replacement fence comparable to condition before removal.
 - 8.4 Replace fence at existing location unless City notifies Contractor to replace fence at alternative location.
 - 8.5 Cost for removal and replacement of all fences is incidental to construction. Include cost in unit price for water main construction.
9. GRANULAR SURFACING
- 9.1 Use Class A Roadstone, comply with requirements of IDOT Standard Specifications.

10. PAYMENT

- 10.1 No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.
- 10.2 Traffic Control, LS: Lump sum price includes furnishing signs, barricades, flashers, flaggers and other miscellaneous traffic control items specified or required by the City of Bondurant and the Iowa DOT during construction; includes set up, removal and miscellaneous associated work.
- 10.3 Erosion Control, LS: Lump sum price includes all labor, material and equipment to implement and undertake requirements for erosion control including, but not limited to, development of Storm Water Pollution Prevention Plan, obtaining General Permit No. 2, installation and maintaining of erosion control measures, monitoring and reporting of erosion control, modifications of plans and devices as required to meet permit requirements, removal of erosion control devices and reporting of discontinuance.
- 10.4 Granular Surfacing, Ton; Unit price includes all labor, materials, equipment and incidentals necessary to complete work required for construction of granular surfacing.

PART 3 - EXCAVATION AND BACKFILL

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1. GENERAL

- 1.1 Excavate all materials encountered to depth indicated or specified; comply with safety rules of the state and federal governments.
- 1.2 Schedule work to keep streets, roads and utilities in usable condition; avoid inconvenience to property owners insofar as practicable during construction.
- 1.3 Remove, replace and repair items such as fences, culverts, signs, clotheslines, hanging wires and other obstructions to accommodate construction equipment or to facilitate excavation.
- 1.4 Remove trees, plantings and shrubbery where shown on plans.
- 1.5 Pile excavated material suitable for backfill in an orderly manner sufficient distance back from edge of excavation to avoid slides or cave-ins; 2' minimum clear distance; cast dirt as directed by Engineer.
- 1.6 Remove soil not suitable for backfill; waste at disposal area designated by Engineer; removal is incidental to construction; include cost in unit price for water main construction.
- 1.7 Where new work crosses existing utilities or utility services, excavate in advance of pipe laying; determine crossing arrangement including exact construction line and grade.
- 1.8 Excavate in open cut under existing streets, utilities and structures except as noted on plans or as modified by Engineer.

- 1.9 Reference to percent maximum density shall mean a soil density not less than the stated percent of maximum density for soil as determined by ASTM D698 Moisture-Density Relations of Soils, using 5.5-lb. Rammer and 12-in. Drop (Standard Proctor Method).
- 1.10 Provide temporary culverts as required for creek crossings unless restricted as noted on plans. Do not restrict stream flow or cause flooding; restore area to original condition after construction.

2. DEFINITIONS

- 2.1 Earth: all materials, including clay, silt, sand, gravel, hardpan, disintegrated shale, shale, limestone, rock, debris, junk, brick, loose stones and boulders.

3. TRENCH EXCAVATION

- 3.1 Keep width of trench as narrow as possible and still provide adequate room for backfill and jointing.
- 3.2 Keep sides of trench as nearly vertical as practical; maintain vertical walls of excavation below top of pipe.
- 3.3 Maximum desirable width of trench at top of pipe: as shown on Standard Drawings.
- 3.4 If trench at top of pipe exceeds that shown on Standard Drawings provide higher type bedding at no cost to Owner.
- 3.5 Bottom of water main trench:
 - 3.5.1 Remove large clods, stones and other foreign material from bottom of trench.
 - 3.5.2 Pipe bedding: use hand shaped trench bottom to provide uniform bearing and support for full length of pipe against undisturbed earth for at least 1/4 circumference in dry trench conditions.
 - 3.5.2.1 Contractor may elect to use granular pipe bedding consisting of natural gravel below pipe for his convenience with no additional compensation; 1" maximum size aggregate, free from deleterious substances.

- 3.5.3 Provide suitable bell holes at each pipe joint after bottom of trench has been graded.
- 3.5.4 After pipe has been laid and joints made, place clean excavated material compacted to 95% density up to spring line of pipe or place granular bedding as specified hereinbefore by hand up to spring line of pipe; evenly distribute and tamp bedding to achieve 95% density.
- 3.5.5 Trench excavated below required grade: backfill to proper elevation with granular pipe bedding, as specified, at no cost to Owner.
- 3.6 When unstable material is encountered which may not provide a suitable foundation for pipe:
 - 3.6.1 Notify City immediately.
 - 3.6.2 City will investigate questionable material to determine its suitability for pipe foundation.
 - 3.6.3 If material is considered unsuitable for foundations, Engineer will specify and authorize remedial measures in writing.
 - 3.6.4 If removal of unsuitable material is authorized:
 - 3.6.4.1 Replace with stabilizing material.
 - 3.6.4.2 Stabilizing material: sharp, clean crushed stone; comply with following gradation:

<u>Sieve</u>	<u>Passing</u>
2-1/2"	100
2"	90-100
1-1/2"	35-70
1"	0-15
1/2"	0-5
 - 3.6.4.3 Place pipe bedding on top of stabilizing material.
 - 3.6.4.4 Authorized overexcavation and stabilizing material will be paid for as Stabilizing Material.

- 3.6.5 Authorized remedial measures not covered by contract unit prices will be paid for as Extra Work.
- 3.7 Excavate by hand:
 - 3.7.1 Under tree roots 3" and larger.
 - 3.7.2 Under and around utilities.
 - 3.7.3 Where overhead clearance prevents use of machine.
 - 3.7.4 To protect trees and shrubs where shown on plans.
- 3.8 Trenches in garden areas, parkings, lawns, street rights-of-way, pastures and farm fields:
 - 3.8.1 Remove top 12" of topsoil and store in segregated stockpiles for backfill prior to trench excavation.
- 4. SHEETING, SHORING AND BRACING
 - 4.1 Construct tight sheeting, shoring and bracing to hold walls of excavation where shown on plans or at other locations, to provide safety for workmen, to protect existing utilities or structures or to permit construction in the dry.
 - 4.2 Leave in place all sheeting below a level 2' over top of pipe if pulling of sheeting disturbs pipe.
 - 4.3 Leave sheeting and shoring in place above 2' over top of pipe when removal, in the opinion of Engineer, might damage new pipe, existing utilities or structures.
 - 4.4 Contractor may be required to install sheeting by regulatory agencies when not required by Owner or Engineer; in such case, Owner will only pay for sheeting left in place, as directed by Engineer.
 - 4.5 Sheeting paid for as MFBM (1,000 feet board measure); if steel sheeting is used, Contractor will be paid based on comparable square footage of wood sheeting requirements using 3" thick lumber.

5. DEWATERING

- 5.1 Do all work in dry; obtain Engineer's approval on methods of dewatering.
- 5.2 Provide for handling of water encountered during construction.
- 5.3 Lay no pipe in or pour no concrete on excessively wet soil.
- 5.4 Prevent surface water from flowing into excavation; remove water as it accumulates.
- 5.5 Divert stream flow away from areas of construction.
- 5.6 Do not pump water onto adjacent property.
- 5.7 Dewatering is incidental to construction; include cost in appropriate unit cost.

6. EXISTING UTILITIES

- 6.1 Locations of utility lines, mains, cables and appurtenances are in accordance with information provided by utility companies and from records of City; confirm locations of underground utilities by excavating ahead of work; Contractor fully responsible for damage to utilities during construction.
- 6.2 Conflicting utilities not shown on plans, except services: notify Engineer immediately.
- 6.3 Utility services are not generally shown on plans; protect services during construction.
 - 6.3.1 If gas services are in direct conflict with line and/or grade of new pipe, allow gas company to remove and replace service at no cost to Contractor; if Contractor wants other gas services removed, make own arrangements with gas company.
 - 6.3.2 Cut water services only if they conflict with line and grade of new work; if services are cut, use hose or other flexible connector to maintain service while new work is installed; reinstall permanent service use 3/4" copper service pipe; handling of services is incidental to construction.

- 6.3.3 Maintain sanitary sewer services without damage; if services conflict with line and grade of new work, re-lay service as required; re-laying sewer service will be paid for as Extra Work; replacement of services because of breakage due to carelessness of Contractor or for his convenience is incidental to construction.
- 6.4 Water main and sanitary sewer conflicts: notify Owner and Engineer immediately; provide all necessary shut-down, repair and relocation where conflicts occur; furnish labor, equipment, pipe and fittings; repair and relocation will be paid for as Extra Work; when broken due to carelessness, repair is incidental to construction.
- 6.5 Utility lines, poles and appurtenances, except water mains and sewer lines in direct conflict with line and grade of work will be relocated by utility company before or during construction at no expense to Contractor unless plans direct Contractor to perform work; Owner will advise utility companies of lines, poles and appurtenances to be moved after award of contract; cooperate with utility companies in relocation of lines, poles and appurtenances.
- 6.6 Support and protect, by timbers or other means, all utility pipes, conduits, poles, wires and other apparatus not to be moved; protective measures subject to approval of Engineer.
- 6.7 No utility or utility service will be moved to accommodate equipment, method of operation or for convenience of Contractor when utility or utility services does not conflict directly with line and grade of work; arrange with utility company for relocation with approval of new location by Owner and Engineer; relocation is incidental to construction.

7. SURFACING REMOVAL

- 7.1 Remove existing street, road, sidewalk, trail and driveway surfacing, minimum of 1' outside edge of trench where open cut construction is specified; see plans for designation of surfacing.
 - 7.1.1 Remove on lines approximately parallel or perpendicular to centerline of trench.
 - 7.1.2 Cut vertically and horizontally on straight lines; saw cut full depth of surfacing.

- 7.1.3 Portland cement concrete pavement: remove to nearest joint or as directed by City; cut steel as necessary.
- 7.1.4 Seal coat and asphalt pavement: cut to a neat line.
- 7.1.5 If remaining surfacing along saw cut line becomes cracked or broken during construction, provide additional saw cuts, surface removal and surface replacement as directed by Engineer at no cost to Owner.
- 7.2 Dispose of waste material as specified in SPECIAL CONSTRUCTION.
- 8. TRENCH BACKFILL
 - 8.1 Backfill trench immediately after Engineer has recorded location of connections and appurtenances and testing has been completed, or at Engineer's direction.
 - 8.2 Backfill with material excavated from trench; use no large stones, large clods, organic matter, rubbish, frozen or unsuitable materials, in backfill.
 - 8.3 Backfill simultaneously on both sides of pipe to prevent displacement.
 - 8.4 Use compacted backfill in all street and road right-of-way and all other locations shown on plans for water main.
 - 8.4.1 Carefully hand place and compact suitable backfill to 1' over top of pipe.
 - 8.4.2 Continue backfill operation with excavated material placed in layers not to exceed 12" up to subgrade surface in surfaced areas and 24" below required ground surface in unsurfaced areas; moisten as required; compact to 95% maximum density, moisture level between -1% and +3% of optimum moisture.
 - 8.4.3 Fill upper 12" of trench in unsurfaced areas with topsoil; match surrounding ground surface; compact to 85% maximum density.
 - 8.4.4 Street right-of-way shown on plans requires compacted backfill.
 - 8.5 Use ordinary backfill at all other locations.
 - 8.5.1 Carefully hand place and compact suitable backfill to 1' over top of pipe.

- 8.5.2 Continue backfill operation with excavated material placed in layers not to exceed 12" up to subgrade surface in surfaced areas and 24" below required ground surface in unsurfaced areas; moisten as required; compact to 92% maximum density, moisture level between -1% and +6% of optimum moisture.
- 8.5.3 Fill upper 12" of trench in unsurfaced areas with topsoil; match surrounding ground surface; compact to 85% maximum density.
- 8.6 New line below existing water, sewer, or gas main: backfill under existing water, sewer, or gas main with sand; compact to 95% maximum density; length of sand backfill at elevation of existing utility: equal to depth of excavation below utility; sand backfill is incidental to sewer construction.
- 8.7 If removal of sheeting disturbs compacted backfill, recompact backfill to comply with specifications.
- 8.8 Use stabilizing material for backfill where shown on plans.
 - 8.8.1 Payment will be made for quantity of stabilizing material shown on plans.
- 8.9 If settlement of any trench occurs within period of guarantee and bond: refill, compact, level off and restore surfacing.

9. SURFACE RESTORATION

- 9.1 Parkings, lawns, street rights-of-way: replace 12" of topsoil removed during excavation.
- 9.2 Replaced damaged flowers, shrubbery and trees with new plantings of equal type and quality at no cost to Owner; trees removed because of conflict with alignment of pipe shall not be replaced, except where shown on plans.
- 9.3 Grade tops of trenches to smooth, uniform lines without large lumps, clods or debris.
- 9.4 Dispose of all brush and rubbish as directed by Engineer.
- 9.5 Seed all areas disturbed by construction unless otherwise shown on plans or directed by Engineer.

- 9.6 Water seeded area sufficiently to saturate seed bed.
- 9.7 Contractor is responsible for turning over to Owner full stand of grass; replant or redevelop bare spots or areas which do not attain a full stand during first growing season.
- 9.8 Seeding and fertilizing to comply with SUDAS Type 2 seeding.

10. PAYMENT

- 10.1 No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.
- 10.2 Stabilizing Material, CY: Unit price includes additional excavation, dewatering, labor, materials, equipment and incidentals for providing stabilizing material where directed and authorized by Engineer; measurement will be computed by average end area method within specified trench width limit or neat lines of foundations.
 - 10.2.1 Excludes pipe bedding shown on plans and Standard Drawings or specified which is incidental to construction.
- 10.3 Seeding, Acre: Unit price includes all labor, materials and equipment necessary for site preparation, fertilizing, seeding, mulching, watering and miscellaneous associated work. Includes reseeding to establish growth for areas not reaching full stand of grass in prior season.

PART 5 - PIPE BEDDING REQUIREMENTS

INDEX

1. TYPE OF PIPE BEDDING
2. PAYMENT

1. TYPE OF PIPE BEDDING

- 1.1 Type of bedding shown on table herein; conform to following classes of bedding and load factors.

<u>Type of Bedding</u>	<u>Class of Bedding</u>	<u>Load Factor</u>
I	C	1.5
II	B	1.9
III	A	2.2
IV	A	2.4
V	A	2.8
VI	A	3.4
VII	A	4.8

- 1.2 Definition of terms:

- 1.2.1 Width of trench at top of pipe - Trench Width, Bd.
 - 1.2.2 Polyvinylchloride pipe, AWWA C900 and AWWA C905 - pvc.
 - 1.2.3 Ductile iron pipe, ANSI 21.51 - DI.

- 1.3 Bedding for water main, AWWA C900 and C905 – pvc: Use hand shaped trench bottom or at Contractor's option use Granular Type 1 at no charge.

- 1.4 Bedding for CMP: Granular Type II.

2. PAYMENT

- 2.1 No separate payment will be made for work covered under this part of the specifications. Include all costs in applicable unit prices for items to which work pertains.

PART 6 - WATER MAINS AND APPURTENANCES

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| 1. WORK INCLUDED | 10. HYDRANTS |
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| 3. PIPE MATERIALS | 12. DISINFECTION |
| 4. VALVES | 13. SAMPLING STATION |
| 5. VALVE BOXES | 14. TAPPING SLEEVE AND VALVE
ASSEMBLY |
| 6. VALVE INSTALLATION | 15. CONNECTIONS TO EXISTING SYSTEM |
| 7. HYDRANTS | 16. DIRECTIONAL BORING |
| 8. PIPE INSTALLATION | 17. AUGURING WITH CASING PIPE |
| 9. THRUST BLOCKS | 18. PAYMENT |

1. WORK INCLUDED

- 1.1 Pipe, fittings, valves and accessories necessary for construction of water mains and appurtenances and connecting improvements to existing system.
- 1.2 Modifications to existing water mains to connect the improvements.

2. GENERAL

- 2.1 Before installation, verify all measurements including:
 - 2.1.1 Location of appurtenances and connections to existing water mains.
 - 2.1.2 Type and location of joints on existing water mains at points of connections.
 - 2.1.3 Outside diameter of existing piping.
- 2.2 Owner will shut off existing water mains when notified by Contractor.
- 2.3 Make necessary field measurements to determine pipe laying lengths; work pipe into place without forcing or springing.
- 2.4 Details of existing pipe not guaranteed.

3. PIPE MATERIALS

- 3.1 Polyvinylchloride pipe (PVC): AWWA C900, dimension ratio (DR) 18, for pipe through 12" nominal diameter. Use for water main in open cut.
 - 3.1.1 Outside diameter shall be the same as ductile iron pipe.
 - 3.1.2 Use elastomeric gasketed push-on joints, AWWA C900 or AWWA C905; solvent cement welded joints not permitted.
 - 3.1.3 Use Certa-Lok, Eagle Loc, or Diamond Lok-21 for water main directional bored in place.
 - 3.1.4 Do not use pvc pipe adjacent to vertical offsets, in areas where soil is or can be contaminated by petroleum products, or in locations shown on plans where ductile iron pipe must be used.
 - 3.1.5 Do not telescope small pipe inside larger pipe for shipment or storage.
 - 3.1.6 When pipe is cut in field, deburr and bevel cut edges to prevent gasket damage.
- 3.2 Ductile iron pipe (DI): AWWA C150, manufactured in accordance with AWWA C151; minimum wall thickness: Class 52; standard thickness cement-mortar lining with asphaltic seal coat, AWWA C104. Use where shown on plans. May be used at other areas with approval of City.
 - 3.2.1 Use elastomeric gasketed push-on joints, AWWA C111; use restrained or locked joints on fittings and adjacent to downward, vertical bends.
 - 3.2.1.1 In areas of contaminated soil use petroleum resistant gaskets.
 - 3.2.2 Shipment and storage: do not telescope small pipe inside larger pipe for shipment or storage.
 - 3.2.3 Pipe with damage to cement mortar lining will be rejected; field patching not permitted except on cut pipe.

Water Main and Appurtenances

- 3.2.4 Use ductile iron pipe for water main for the first two full pipe lengths outside of vertical offsets, for all pipe between the elbows used to make vertical offsets and where shown on plans
- 3.3 Steel casing pipe (S): smooth wall welded steel pipe, ASTM A139; minimum 3/8" wall thickness.
 - 3.3.1 Use for casing pipe at contractor's option.
 - 3.3.2 Coat outside of pipe with asphalt liquid, Iowa Paint Mfg. Co. No. 31, or equal.
 - 3.3.3 Welded joints in conformance with Code of Arc and Gas Welding in Building Construction by AWS.
 - 3.3.4 Bevel or space ends of pipe to ensure penetration of weld for full thickness of pipe.
- 3.4 Fittings: ductile iron, mechanical joint fittings, AWWA C110, 150 psi minimum pressure rating or ductile iron compact fittings, mechanical joint, AWWA C153, 350 psi minimum pressure rating. Provide EBBA, Inc., Megalug retainer glands for all fittings and valves.
- 3.5 Repair sleeves: Rockwell Corporation 441, or equal; to fit pipe sizes shown on plans; use as required for connections to existing water mains.
 - 3.5.1 Sleeve: ductile iron, ASTM A536 with inside taper for uniform gasket sealing.
 - 3.5.2 Gaskets: rubber, Grade 30, standard; use all new materials.
 - 3.5.3 Follower flanges: ductile iron, ASTM A536.
- 3.6 Nuts and bolts: low zinc bronze, monel, stainless steel or Cor-Ten steel; use for all buried nuts and bolts.
- 3.7 Polyethylene film: 8 mil thickness; black pigmentation; wrap DI pipe as recommended by manufacturer; AWWA C105; Clow Corporation F-192, or equal; wrap and tape all ductile iron pipe, fittings, appurtenances and buried, bolted connections.

3.7.1 Use flat tube width recommended by manufacturer for various pipe diameters.

3.7.2 Use 2" x 8 mil polyethylene adhesive tape with paper backing.

4. VALVES

4.1 Gate valves: conform to AWWA C509, iron body, resilient wedge type, non-rising stem, O-ring seals, 200 psi working pressure, open left, mechanical joints, epoxy coated; Mueller Resilient Seal, or equal.

4.2 Install valves in accordance with directions of manufacturer.

4.3 Furnishing and installation of valve extension stems incidental to gate valves bid item.

5. VALVE BOXES

5.1 Tyler, or equal, slide type when used in paved areas; all other areas screw type; cast iron cover, labeled "water"; use at isolation valves; select top and bottom sections to suit depth of cover shown on plans or specified.

6. VALVE INSTALLATION

6.1 Install valve with stem vertical and centered in box, support as required.

6.2 Wrap valves with polyethylene film, as specified for iron pipe.

6.3 Check all valve bolts when installed; tighten as necessary after water main is at operating pressure.

6.4 Carefully tamp backfill around each valve box to distance of 4' on all sides of box or to undisturbed trench face, if less than 4'.

7. HYDRANTS

7.1 Waterous Pacer, traffic flange hydrant with bronze to bronze valve seat, complete with hydrant auxiliary valve and valve box, painted red; conform to AWWA C502.

7.1.1 Provide two 2'-1/2" hose nozzles and one 4-1/2" pumper nozzle with stortz quick coupling; 5-1/4" main valve: O-ring packing; 6" mechanical joint inlet; provide hydrant extension length as required to set hydrant nozzle at 22"±2" above finish ground elevation at hydrant location shown on plans.

7.1.1.1 Nozzle threads: National Standard.

7.1.1.2 Operating nut: National Standard, open left; furnish with chains on caps.

7.1.2 Auxiliary gate valve and valve box: as specified for gate valves.

7.1.3 Hydrant auxiliary valve not shown on plans.

7.2 Furnish and install hydrant using anchoring tee, standard tee and anchoring couplings with anchoring pipe and other appurtenances as required.

7.3 Install hydrants as shown on Standard Drawing and on plans or as directed by Engineer.

8. PIPE INSTALLATION

8.1 Lay pipe in dry; 5'-6" minimum earth cover over top of pipe, except where shown otherwise on plans, as required to provide clearance at existing utilities, or when otherwise directed by Engineer.

8.1.1 Install water main and appurtenances in accordance with AWWA C600.

8.1.2 Make pipe joints in accordance with AWWA C600 and as recommended by manufacturer; use minimum amount of gasket lubricant; apply to gasket only; do not apply to inside of bell.

8.2 Inspect pipe before installation. Clean pipe interior of foreign material before lowering into trench; keep clean at all times; when pipe laying is not in progress, including lunch breaks, nights, weekends and other non-working periods, securely close open ends of pipe and fittings with watertight plugs.

8.3 Place in trench in sound, undamaged condition; do not injure pipe coating or lining; use web slings to install or move pipe; use of end hooks and dropping pipe are prohibited.

8.4 Cut pipe in neat and workmanlike manner without damage to pipe; bevel ends of pipe.

Water Main and Appurtenances

- 8.4.1 Completely coat damaged ends of cut DI pipe with bituminous sealer; use spray-on sealer which will adhere to liner at any temperature; do not install pipe and fittings showing blisters or holes.
- 8.5 Use tracer wire with all water main pipe: No. 12 AWG solid copper conductor with linear low-density polyethylene (LLDPE) insulation; light blue in color; install tracer wire continuously along top of pipe. Tracer wire shall be taped to top of pipe at least twice per section. Minimum tracer wire thickness shall not be less than 0.045".
 - 8.5.1 For directional bored water main use #12 steel core extra high strength hand drawn underground wire, light blue in color; 1,150 lbs. arc, tensile break load; Copperhead, or equal.
 - 8.5.2 Materials: splices: use rosin core solder and plastic electricians tape; ground rod: Copperweld, or equal; terminal points.
 - 8.5.3 Install tracer wire along lower quadrant of pipe but not under pipe.
 - 8.5.4 Terminate trace wire at hydrants and valve boxes as directed by Owner and Engineer, provide manufactured test station.
 - 8.5.5 Verify continuity of tracer wire, repair all tracer wire that will not trace.
 - 8.5.6 Where hydrants and valves are more than 500' apart provide pre manufactured tracer wire test station.
 - 8.5.7 Comply with requirements shown on Standard Drawings.
- 8.6 Before installation of ductile iron pipe, tap pipe lightly with light hammer to detect cracks; visually inspect pipe lining for defects; do not install defective, damaged or unsound pipe.
- 8.7 Before installation of polyvinylchloride pipe, inspect pipe visually inside and outside for defects; do not install defective, damaged or unsound pipe.
- 8.8 Deflect ductile iron pipe joints as required in accordance with recommendations of pipe manufacturer or 3 per joint, whichever is less; use suitable fittings for larger deflections in alignment or grade at no additional cost.

Water Main and Appurtenances

- 8.9 Deflect polyvinylchloride pipe joints as required in accordance with recommendations of pipe manufacturer or 1-1/2" per joint, whichever is less; use suitable fittings for larger deflections in alignment or grade at no additional cost.
- 8.10 Water mains shall be separated from gravity sewers, sanitary and storm, by a horizontal distance of at least 10', unless bottom of water main is at least 1'-6" above top of sewer and water main is placed in a separate trench or on a bench of undisturbed earth in same trench. If a bench is used, a minimum horizontal separation of 3' must be maintained.
- 8.10.1 When it is impossible to obtain the required horizontal clearance of 3' and the vertical separation of 18" between water mains and sewers, the sewer must be replaced with water main materials. However, a linear separation of at least 2' shall be provided.
- 8.11 Water mains shall be separated from sanitary and storm sewer, force mains by a horizontal distance of at least 10' unless force main is constructed of water main materials; a minimum horizontal separation of 4' must be maintained.
- 8.12 Vertical separation of water mains crossing over any sanitary sewer should be at least 1'-6" when measured from bottom of water main to top of sewer; if physical conditions prohibit separation, replace sanitary sewer with 20 LF of water main pipe centered on water main; a minimum separation of 6" shall be maintained if water main is over sewer or 1'-6" if water main is under sewer; separation distance shall be maximum possible in all cases.
- 8.12.1 Water main and sewer shall be adequately supported and have watertight joints; use low permeability soil for backfill within 10' of point of crossing.
- 8.13 No water main shall come in contact with or pass through any part of the sewer, sanitary or storm, manhole. Water mains should be 10' from a sewer, sanitary or storm, manhole.
- 8.14 Plug or cap all pipe ends or fittings left for future connections; construct concrete thrust blocks as shown on Standard Drawing.
- 8.15 Construct concrete thrust blocks at all fittings and at dead ends.
- 8.16 Construct thrust blocks as specified hereinafter.

8.17 When making connections to existing pipes, install repair sleeve or use tapping sleeve and valve fitting.

8.17.1 For Repair Sleeve

8.17.1.1 Do not deflect pipe or apply force to existing pipe.

8.17.1.2 Do not force pipe, pipe joints or appurtenances in place.

8.17.1.3 Cut and remove existing pipe as necessary; install new appurtenances and piping to exact length with minimum clearances between pipe ends at repair sleeve.

9. THRUST BLOCKS

9.1 Provide concrete thrust blocks at all fittings and at dead ends.

9.2 Extend thrust block to undisturbed edge of trench provide minimum thickness of 1'-6".

9.2.1 Does not apply to anchor-type thrust blocks.

9.3 Refer to Standard Drawings for general arrangement of thrust blocks; place plastic film between fittings and thrust block; do not plug end of fitting with concrete.

9.4 Minimum bearing area of thrust blocks, except anchor- type thrust blocks, SF:

<u>Pipe Size</u> (Inches)	<u>90° Bend</u>	<u>45° Bend</u>	<u>11-1/4°</u> <u>22-1/2° Bend</u>	<u>Tee or</u> <u>Dead End</u>
4	4	2	2	3
6	6	3	2	4
8	11	6	3	8
10	17	9	5	12
12	24	13	7	17
14	33	18	9	23
16	43	23	12	31

9.5 Minimum dimensions and anchor rod requirements for anchor-type thrust blocks for vertical 45° bends:

<u>Pipe Size</u> (Inches)	<u>Height</u>	<u>Width</u>	<u>Depth</u>	<u>Concrete</u> <u>Volume</u> (CY)	<u>Anchor</u> <u>Rods</u>
8	3'-8"	3'-8"	3'-8"	2	2 No. 4
10	4'-3"	4'-3"	4'-3"	3	2 No. 5
12	4'-9"	4'-9"	4'-9"	4	2 No. 6

9.5.1 Use Class A Concrete for anchor-type thrust blocks.

9.5.2 Fabricate anchor rods from ASTM A615 Grade 60 billet steel reinforcing steel rods; cold bend rods to conform to contour of elbow; no splicing of rods allowed.

9.5.3 Anchor rods shall penetrate concrete to within 6" of bottom of thrust block; terminate in standard 90° hooks.

9.5.4 Coat exposed portions of rods with asphalt mastic and wrap in polyethylene film.

9.5.5 Construct anchor-type thrust blocks and install anchor rods as directed by Engineer.

10. HYDRANTS

- 10.1 Install plumb; set at elevation so that cover will not be less than for adjacent main; set grade mark on hydrant barrel at finished ground level.
- 10.2 Set on solid concrete block foundation.
- 10.3 Carefully tamp backfill around hydrant to a distance of 4' on all sides of hydrant or to undisturbed trench face, if less than 4'.
- 10.4 Tighten all stuffing boxes as hydrant is installed; operate hydrant in open and closed position to assure all parts are in working condition.
- 10.5 Install as shown on Standard Drawing.

11. TESTS

- 11.1 Water test all piping in accordance with AWWA C600 after installation is complete.
- 11.2 Pressure and leakage test:
 - 11.2.1 Provide test pumps, test plugs, pipe and gauges necessary and make connections required for tests.
 - 11.2.2 Flush water main before test to remove air and construction debris; insert taps to release trapped air; flush at water flow rate which will provide approximately 2.5' per second velocity in water main.
 - 11.2.3 Quantity of water used for flushing will be measured by Owner; Owner will provide water without charge for flushing for first four changes of water main contents; additional water will be billed to Contractor at prevailing rates.

Water Main and Appurtenances

11.2.4 Approximate contents per 100' of water main:

<u>Water Main Diameter, in.</u>	<u>Approximate Pipe Contents, gal.</u>
4	65
6	147
8	261
10	408
12	588
16	1,044

11.3 Required flow and openings to flush water mains with 40 psi pressure in water main:

<u>Water Main Diameter, in.</u>	<u>Flow Required for Approx. 2.5 ft/sec. Velocity, gpm.</u>	<u>Size of Tap, in.</u> <u>1 1 1/2 2</u> <u>Number of Taps</u>	<u>Number of 2 1/2 in. Hydrant Nozzles</u>
4	100	1 - -	
6	200	- 1 1	1
8	400	- 2 1	1
10	600	- 3 2	1
12	900	- - 2	2
16	1,600	- - 4	2

11.3.1 Measure flow rate with pitot gauge if pressure is other than 40 psi in new water main; ensure flow rate is 2.5' per second, or greater.

Water Main and Appurtenances

- 11.3.2 Coordinate with Engineer and Owner before flushing mains.
- 11.3.3 Test at 150 psi for 2 hours; allowable pressure drop during test period: 5 psi.
- 11.3.4 Provide and measure make-up water to maintain pressure between 145 psi and 150 psi during test period.
- 11.3.5 Maximum allowable leakage (L), gallons per hour:

$$L = \frac{(S)(D)(P)^{1/2}}{148,000} \text{ where:}$$

S = length of pipe section under test, feet

D = nominal pipe diameter, inches

P = average test pressure, psig

- 11.3.6 Allowable leakage per 1,000' of water main with average test pressure of 150 psig:

<u>Water Main Diameter, in.</u>	<u>Allowable Leakage, gal./hour</u>
4	0.33
6	0.49
8	0.66
10	0.82
12	0.99
16	1.32

- 11.3.7 Examine trench for leakage during test; if test pressure cannot be maintained within limit set out hereinbefore or if quantity of make-up water exceeds computed maximum allowable leakage, pipe section fails test.

- 10.3.7.1 Excavate, replace defective pipe and fittings, remake defective pipe joints and backfill at no cost to Owner; repeat test until requirements have been met.

12. DISINFECTION

- 12.1 Keep chlorine out of water main until after pressure and leakage test has been passed; disinfect prior to making any water service connections.
- 12.2 Disinfect in accordance with AWWA C651, continuous feed method; inject a solution of 1% calcium hypochlorite and water at slow rate to provide a minimum residual chlorine content of 25 mg/l in water main; allow system to stand full of solution for 24 hours.
- 12.2.1 Injection of calcium hypochlorite is only acceptable disinfection method.

- 12.3 Minimum chlorine solution required to produce 25 mg/l concentration in 100' of pipe:

<u>Diameter, in.</u>	<u>1 percent Chlorine solution, gal.</u>
4	0.16
6	0.36
8	0.65
10	1.02
12	1.44
16	2.60

- 12.4 Minimum chlorine residual at pipe extremities: 10 mg/l at end of test period; if requirement is not met, repeat disinfection procedure.

Water Main and Appurtenances

- 12.5 Operate valves, under supervision of Owner, in new water main to ensure full disinfection; ensure no highly chlorinated water enters water mains already in service.
- 12.6 Flush water main after test until extremities indicate same chlorine residual as supply water.
 - 12.6.1 Quantity of water used for flushing will be measured by Owner; Owner will provide water without charge for flushing for first two changes of water main contents; additional water will be billed to Contractor at prevailing rates.
- 12.7 Twenty-four hours completion of disinfection, Owner will collect bacteriological sample from representative locations along new water mains; samples must test "SAFE"; if any samples test "UNSATISFACTORY" or "UNSAFE", repeat disinfection procedure until all samples test "SAFE".
 - 12.7.1 Water shall not be used and connections to water main shall not be made until all water samples test "SAFE".
 - 12.7.2 Two samples will be collected with a minimum of 24 hours between samples.

13. SAMPLING STATION

- 13.1 Mueller Hydro-Guard above ground sampling station.
- 13.2 Provide 2" service tap on new 12" water main.
- 13.3 Provide 2" nonmetallic water service from tap to sampling station.
- 13.4 Sampling station bury – 72".
- 13.5 Stainless steel lockable enclosure.
- 13.6 Curb stop and drain freeze protection.
- 13.7 Internal piping no lead brass.

13.8 Powder coated aluminum support frame.

13.9 Mount and anchor sampling station to 18" diameter circular concrete base. Circular concrete base to extend from 6" above ground surface to 18" below ground surface. Leave open annular space in center of concrete pad to allow for piping to extend to sampling station equipment without being imbedded in concrete.

14. TAPPING SLEEVE AND VALVE ASSEMBLY

14.1 Tapping valve: Gate valve complying with AWWA C509 or AWWA C515.

14.2 Sleeve:

14.2.1 Minimum 14 gauge

14.2.2 Stainless steel according the ASTM A 240, Type 304

14.2.3 Working pressure 150 psi

14.2.4 Must fully surround pipe

14.2.5 Flanged with dimensions and drillings according to AWWA C110 or ANSI B16.1 class 125.

14.3 Minimum sleeve length: 20"

14.4 Gasket:

14.4.1 To completely surround pipe

14.4.2 Minimum thickness 0.125"

14.4.3 Use nitrile rubber

14.5 Outlet flange:

14.5.1 Stainless steel complying with ASTM A 240, Type 304

14.5.2 ANSI B16.1, 125 pound pattern

14.6 Hex nuts and bolts: Stainless steel complying with ASTM A 240, Type 304.

15. CONNECTIONS TO EXISTING SYSTEM

- 15.1 Contractor for subdivision along east side of Franklin Street installed 12" water main under recently constructed street. Water main is capped on each end.
- 15.2 Contractor responsible to locate and confirm horizontal and vertical elevation of existing water main.
- 15.3 Contractor to connect new water main to north and south end of existing water main. Contractor to adjust line and grade of new water main to ensure connection to existing water main.

16. DIRECTIONAL BORING

- 16.1 Install pipe by directional drilling where designated on plan drawings.
 - 16.1.1 Contractor may elect to directionally bore pipe not designated for directional boring. Payment for pipe directionally bored at Contractor option will be at unit price for water main pipe in open cut.
- 16.2 Expose or pothole all pipes and utilities which are to be crossed; provide minimum 9" clearance except for sewers, provide clearance as specified hereinbefore.
- 16.3 Inject flowable fill or grout in bore holes to be abandoned; inject flowable fill or grout at same time tool string is removed to avoid collapse of cover material.
- 16.4 Clean out pipe upon completion of work.
- 16.5 Properly dispose of boring mud; do not deposit on ground or in street or dispose of mud in any storm sewer or sanitary sewer; mud may be mixed with open trench pipe backfill material provided compaction requirements are met.
- 16.6 Pipe tolerances: 0.50% maximum vertical deviations from plan grade; 1.00% maximum horizontal deviation from plan alignment. Where pipe grade not shown on plans pipe tolerances based on minimum clear distances shown.
- 16.7 Contractor responsible for correct vertical and horizontal alignment; pipe installed with incorrect vertical and/or horizontal alignment will be replaced by Contractor with proper installation at no additional cost to Owner.
- 16.8 Install tracer wire on all directional bored pipe.
- 16.9 Other boring techniques are acceptable, including augering and micro-tunneling.

17. AUGURING WITH CASING PIPE

- 17.1 Water mains shown to be augured in place at locations designated on plans to be installed using augering with casing pipe. Contractor may use augering without casing pipe if Contractor can document procedure can install tunnel of length shown on plan drawings with the grade control necessary based on the pipe slope.
- 17.2 Pipe augered in place in casing pipe must comply with the following requirements:
 - 17.2.1 Casing pipe minimum 0.25" thickness, all other materials 0.50".
 - 17.2.2 Install manufactured pipe chucks to anchor carrier pipe in casing pipe. Spacing of chucks in accordance with manufacturer's recommendations; maximum spacing: 8'.
 - 17.2.3 Provide manufactured end plugs on each end of casing pipe.
 - 17.2.4 If voids occur around casing pipe fill voids with grout injected from surface.
- 17.3 Maximum tolerance for tunnel installation:
 - 17.3.1 Horizontal: 1.25' maximum deviation from plan alignment in either direction.
 - 17.3.2 Vertical: 0.3' maximum deviation above or below plan grade.
- 17.4 Contractor responsible to accommodate horizontal and vertical deviations in tunnel alignment.
- 17.5 If pipe augured in place is determined not to be in conformance with alignment or vertical deviations City may reject tunnel. Contractor responsible to fill abandoned pipe with flowable mortar. Contractor responsible to install new pipe augered in place in accordance with specified requirement. Contractor responsible for all costs associated with alignment change to replace rejected tunnel.

18. PAYMENT

- 18.1 No separate payment will be made for work covered in this part of the specifications except as set forth below. Contract unit prices shall include all costs for each item of work.

Water Mains and Appurtenances

- 18.2 Water Main in Open Cut, LF: Unit price includes furnishing and installing pipe in open cut, tracer wire, joint restraints and appurtenances except valves and fire hydrants; handling, laying, excavation, backfill, sheeting, shoring and bracing and miscellaneous associated work.
- 18.2.1 Length will be measured along centerline of pipe with no deduction for valves or fittings except as noted on plans.
- 18.2.2 Does not include piping for hydrant assembly.
- 18.2.3 Includes ductile iron pipe where specified for vertical offsets.
- 18.2.4 Includes compaction testing.
- 18.2.5 At contractor's option water main shown in open cut may be directional bored at open cut bid price. Surface restoration items will be paid for at plan quantities along directional bored alignment.
- 18.3 Gate Valve, Ea.: Unit price includes furnishing and installing valves, valve box and cover, extension section as required, plugs and appurtenances for gate valves shown on plans. Does not include valves for hydrant assembly or tapping valves and sleeves.
- 18.4 Hydrant Assembly, Ea.: Unit price includes furnishing and installing hydrant, hydrant valve and hydrant valve box and cover, hydrant extensions, furnishing and installing standard or anchoring tee, anchoring coupling, anchoring pipe, anchoring elbow, concrete pad, thrust block, pipe bedding, concrete blocking, excavation and backfill, painting as specified and miscellaneous associated work.
- 18.5 Tapping Sleeve and Valve, Ea.: Unit price includes all labor, material and equipment to provide and install tapping sleeve and valve connection at locations shown on plan drawings.
- 18.6 Connection to Existing 12" Water Main, Ea.: Unit price includes all labor, material and equipment to connect new water main to existing 12" water main including locating existing water main and removing cap on existing water main. Unit price includes all additional costs to complete connection to existing water main. Payment is above and beyond unit price for water main in place.

Water Mains and Appurtenances

- 18.7 Sampling Station, Ea.: Unit price includes all labor, material and equipment to provide and install sampling station as specified. Unit price includes cost for installation of 2" water service extending from 12" water main to sampling station.
- 18.4 Water Main Directional Bored in Place, LF: Unit price includes water main pipe directional bored in place, boring pits, fittings, tracer wire, pipe insulation as needed, and appurtenances except valves and fire hydrants and miscellaneous associated work.
 - 18.4.1 Length will be measured along centerline of pipe with no deduction for valves or fittings except as noted on plans.
 - 18.4.2 Does not include piping for hydrant assembly.
 - 18.4.3 Also includes water main installed in open cut.
- 18.5 Water Main Augered in Place in Casing Pipe, LF: Unit price includes water main augered in place; casing pipe, augering pit; sheeting, shoring and bracing; chocks and end seals; excavation and backfill; water main; connections to existing main and miscellaneous associated work; diameter and length as shown on plans.



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

Item No. 7.b.
For Meeting of 9/26/2022
Public Hearing

TITLE: Public Hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City has been approved for the loan through the State Revolving Fund and will use the funds for professional services in the planning and design of the water tower project and the accompanying water mains that will be constructed to integrate the tower into the City's water system. The tower is critical for storage and essential to continuing to deliver safe water to the community. The City has been working for several months to plan for the future water needs of the community and a water tower is the first step.

The public hearing was published as provided by law.

FUNDING SOURCE: Water

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 7.c.
For Meeting of 9/26/2022
Public Hearing

TITLE: Public hearing regarding adoption of the Building Bondurant Comprehensive Plan

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: This public hearing is regarding adoption of the Building Bondurant Comprehensive Plan.

The Building Bondurant Comprehensive Plan lays out a vision for how to continue building a strong sense of community in Bondurant through the year 2050 and beyond. Bondurant's last full comprehensive plan update process was completed in 2011-2012. Since 2012, Bondurant has continued to see significant increases in population and employment gains that have necessitated an updated plan that better reflects the existing conditions of Bondurant in 2022. The Building Bondurant Comprehensive Plan is designed to help Bondurant sustainably manage this new growth in a way that preserves the community's hometown character.

The Building Bondurant Comprehensive Plan consultant team is comprised of Confluence as the lead and Kirkham Michael and Leland Consulting Group as subconsultants. The consultant team sought feedback from Comprehensive Plan Advisory Committee, the City Council, the Planning & Zoning Commission, and the Board of Adjustment by hosting a number of virtual and in-person sessions. Public participation has been a critical component of the entire planning process. Throughout the process of creating the Building Bondurant Comprehensive Plan, the public was invited to engage and provide feedback in a variety of ways through in-person meetings, pop-up events such as the farmers markets and Bondu Blues & Brews, and public open houses. Additionally, a strong online public participation component was added to expand the reach of engagement.

The Building Bondurant Comprehensive Plan is comprised of the following twelve chapters:

1. Introduction
2. Public Input

3. Community Profile
4. Land Use
5. Housing + Neighborhoods
6. Economic Development
7. Community Character + Downtown
8. Natural Resources
9. Parks + Recreation
10. Transportation + Mobility
11. Infrastructure
12. Implementation

The Building Bondurant Comprehensive Plan is available for review on the project website here: <https://confluence.mysocialpinpoint.com/building-bondurant>

FUNDING SOURCE: N/A for adoption

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed the Building Bondurant Comprehensive Plan during their meeting on September 8, 2022 and voted on recommended approval with a 6-0 vote with 1 member absent.

Following adoption of the Building Bondurant Comprehensive Plan and as regulated by Section 414.3.4.b of the Iowa Code, copies will be sent or made available to Polk County, neighboring cities and counties, the Des Moines Area MPO, and the Bondurant Community Library.

Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 21048 City Council Hearing (09-26-2022)

City Council

Building Bondurant Comprehensive Plan

Thursday, September 26, 2022



CONFLUENCE

 LELAND CONSULTING GROUP

 KIRKHAM
MICHAEL
Page 337 of 537

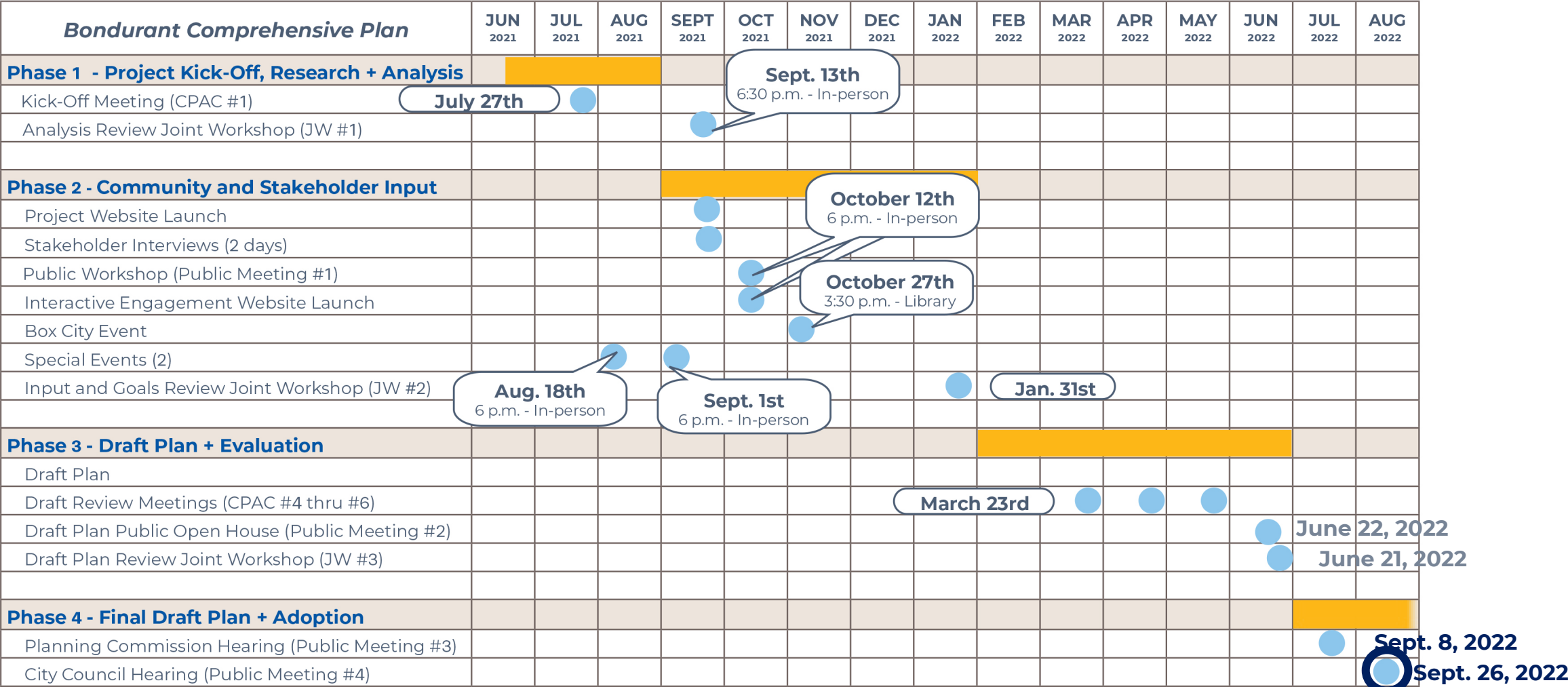
Agenda

- Project Schedule + Engagement Review
- Chapter Reviews

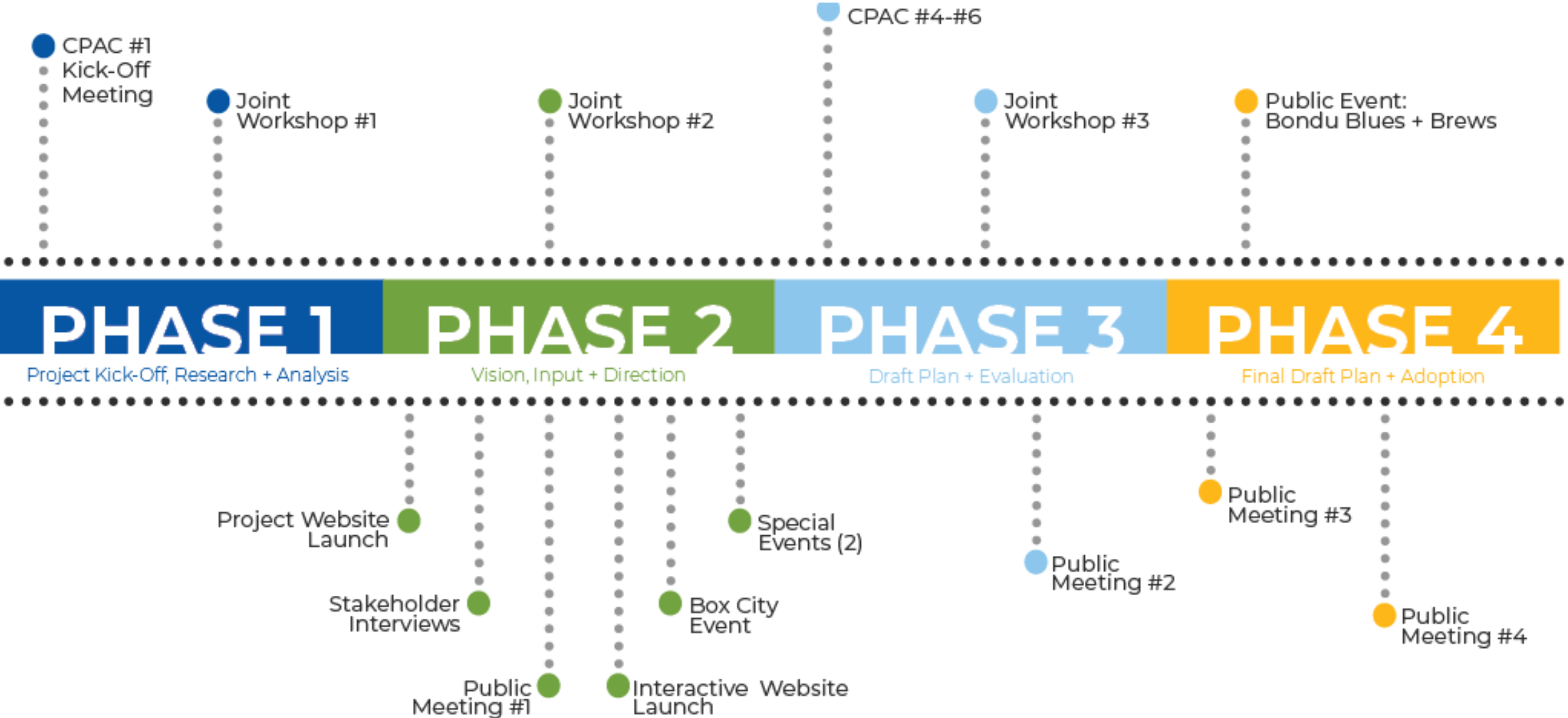


Project Schedule + Engagement Review

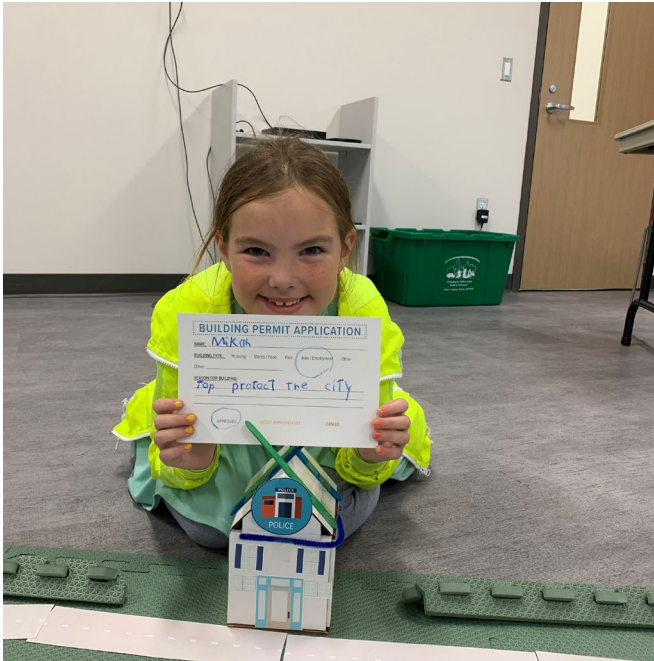
Project Schedule + Engagement Review



Project Schedule + Engagement Review



Project Schedule + Engagement Review



Project
Schedule +
Engagement
Review



www.builingbondurant.com



Welcome!

The City of Bondurant is excited to be updating the City's long-range comprehensive plan named Building Bondurant – Comprehensive Plan 2040. The new comprehensive plan will address land use, housing, commercial and industrial development, sustainability and the environment, transportation and mobility, parks and recreation, and community facilities and services. Information about the planning process, project schedule, and upcoming events can all be found on this site.

Please check back often for updates!

[ABOUT THE PLAN](#)





Building Bondurant

Interactive Engagement Page

Provide feedback to help define the future vision for Bondurant!

Below are a series of engagement activities designed to help us better understand your views and preferences for Bondurant now and in the future.

Step One - Tell us more about yourself



SCAN ME

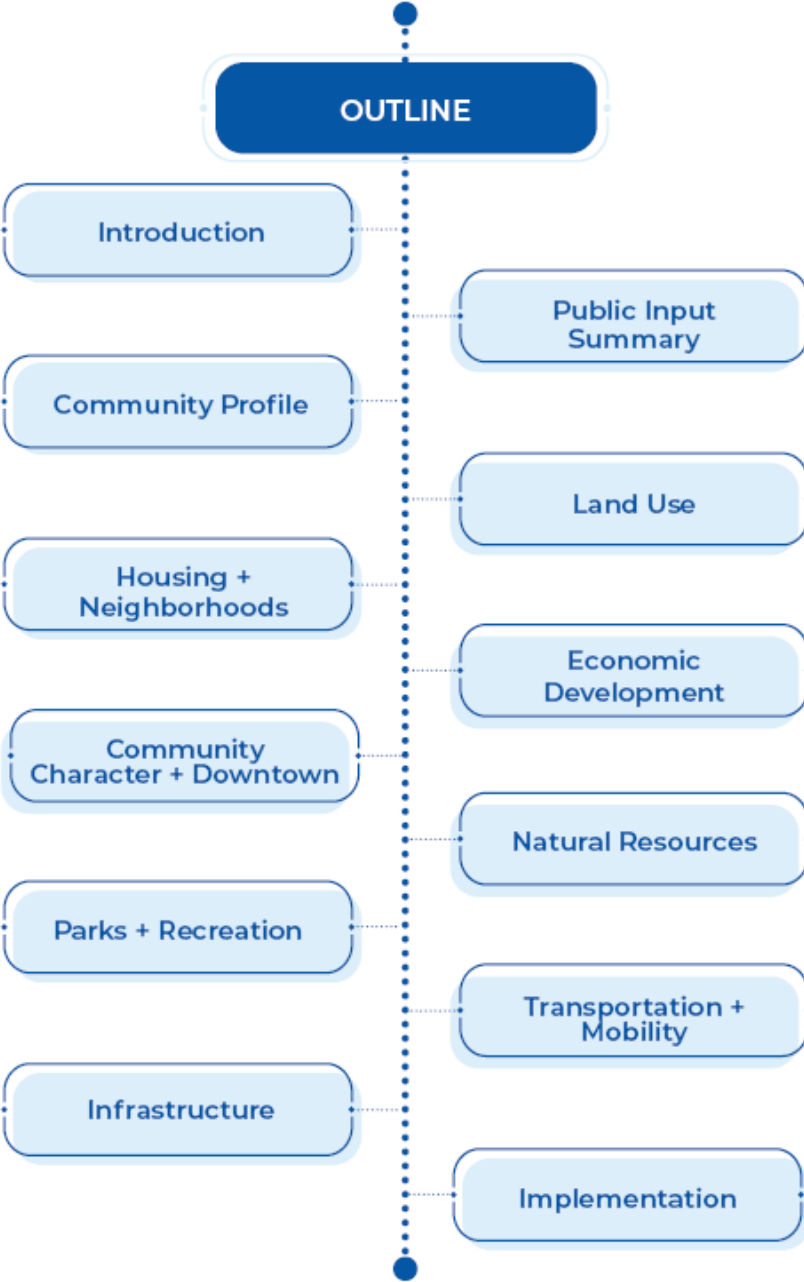
Chapter Reviews

Vision Statement + Guiding Principles

Bondurant is a welcoming and forward-thinking community that embraces its rich history and preserves its hometown feel while growing sustainably.



Chapter Reviews



Chapter Reviews

Chapter 1 - Introduction

- Why we plan / plan introduction
- Planning process overview
- Plan horizon year & plan boundary
- Plan outline
- Previous plans & studies overview
- Project schedule
- Guiding principles + vision statement

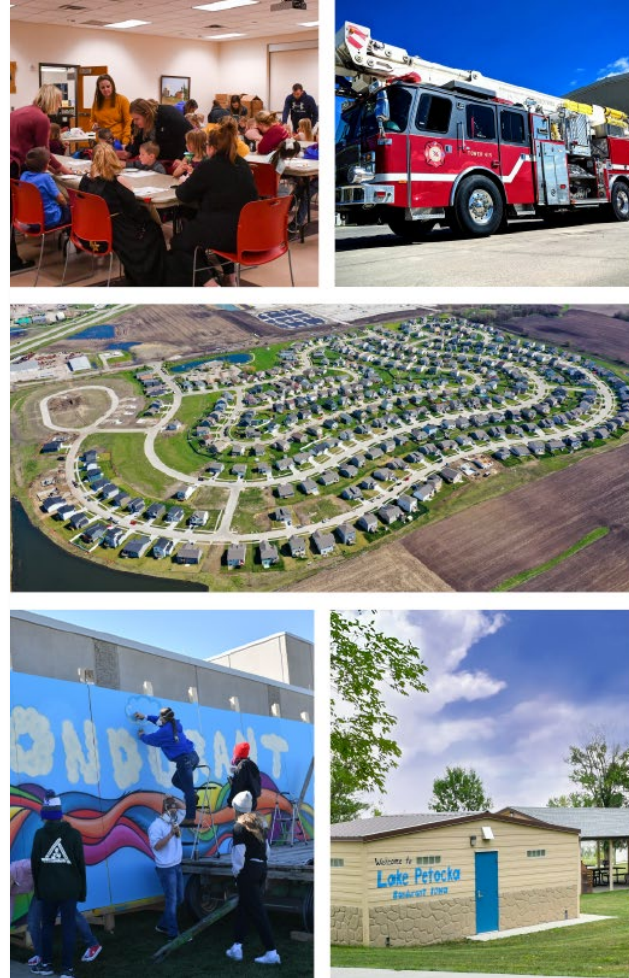


Chapter One: [Introduction]

Chapter Reviews

Chapter 2 – Public Input

- Public input overview
- Project brand + logo
- Comprehensive Plan Advisory Committee
- Key stakeholder interviews
- Special event booths
- Public workshop
- Interactive engagement website



Chapter Two: [Public Input]

Chapter Reviews

Chapter 3 – Community Profile

- Physical profile
- Economic profile
- Demographic profile



Chapter Three: [Community Profile]

Chapter Reviews

Chapter 4 – Land Use



Review of existing land uses in Bondurant



Planning Boundary + Future Land Use Key Considerations



Population Projections & Residential Demand Estimates



Future Land Use Categories



Future Land Use Plan + Annexation Priorities



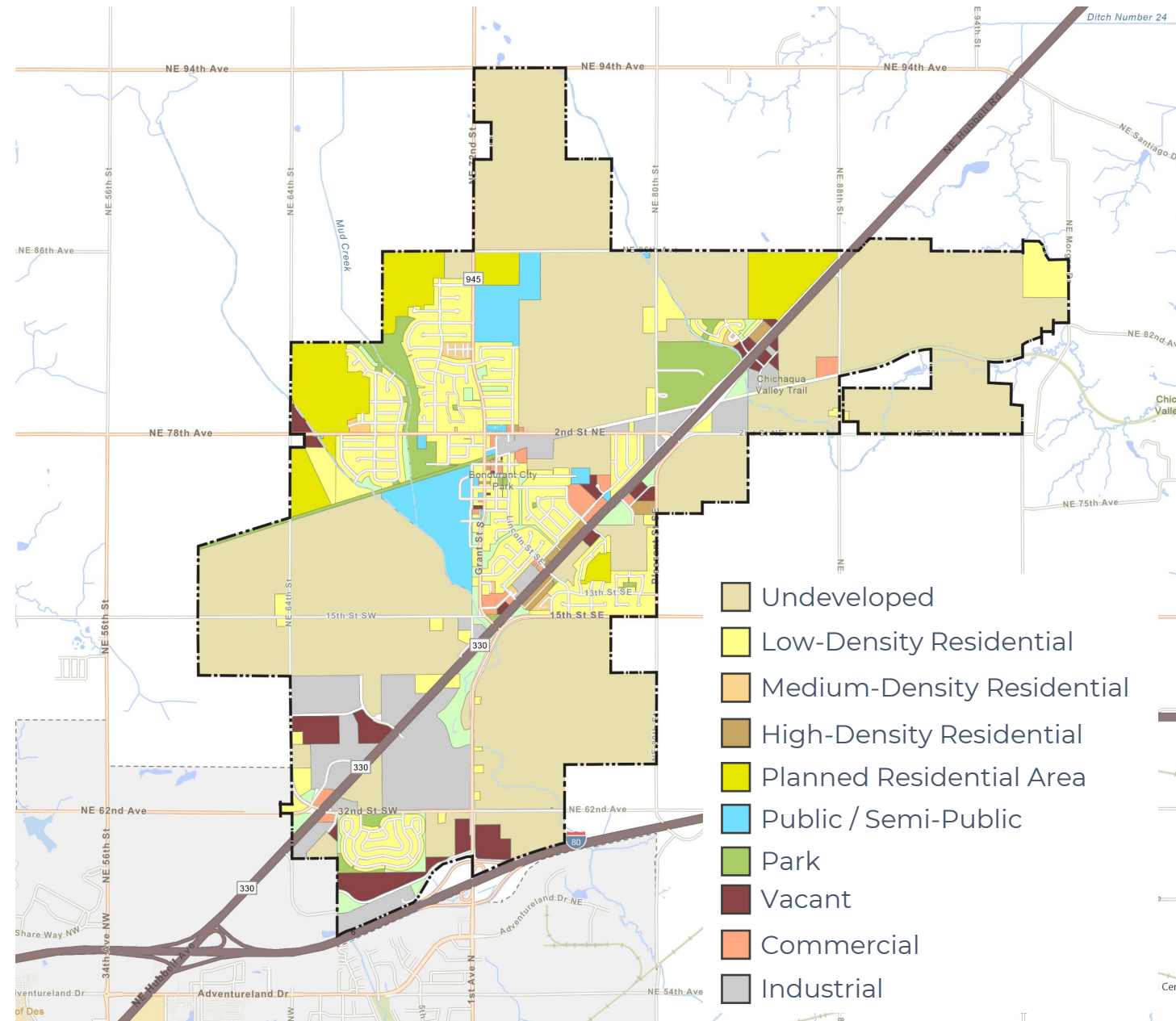
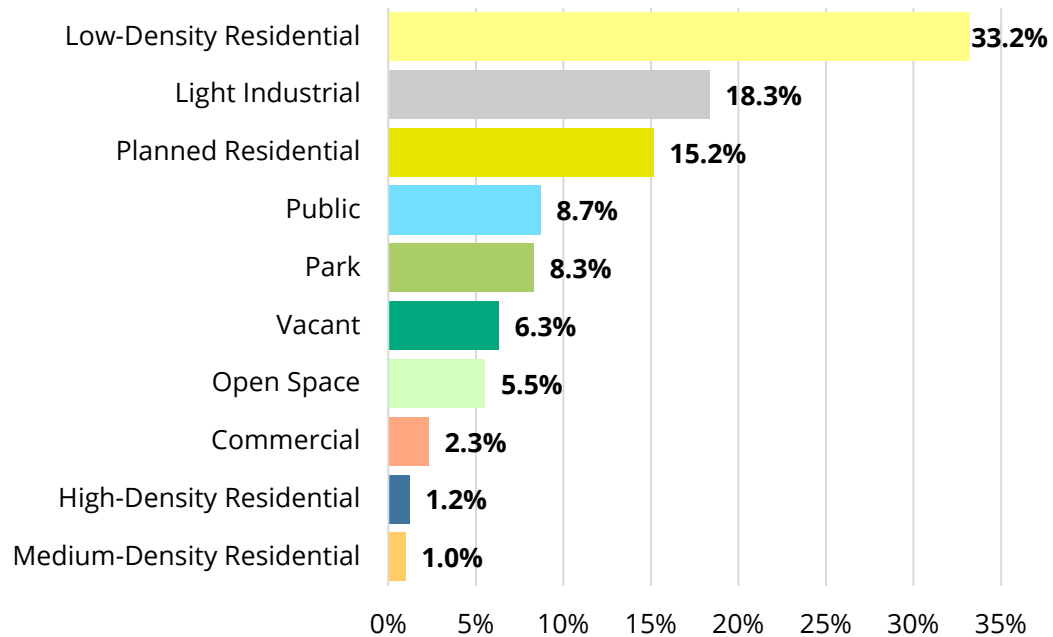
Land Use Goals & Strategies



Chapter Four: [Land Use]

Chapter Reviews / LAND USE

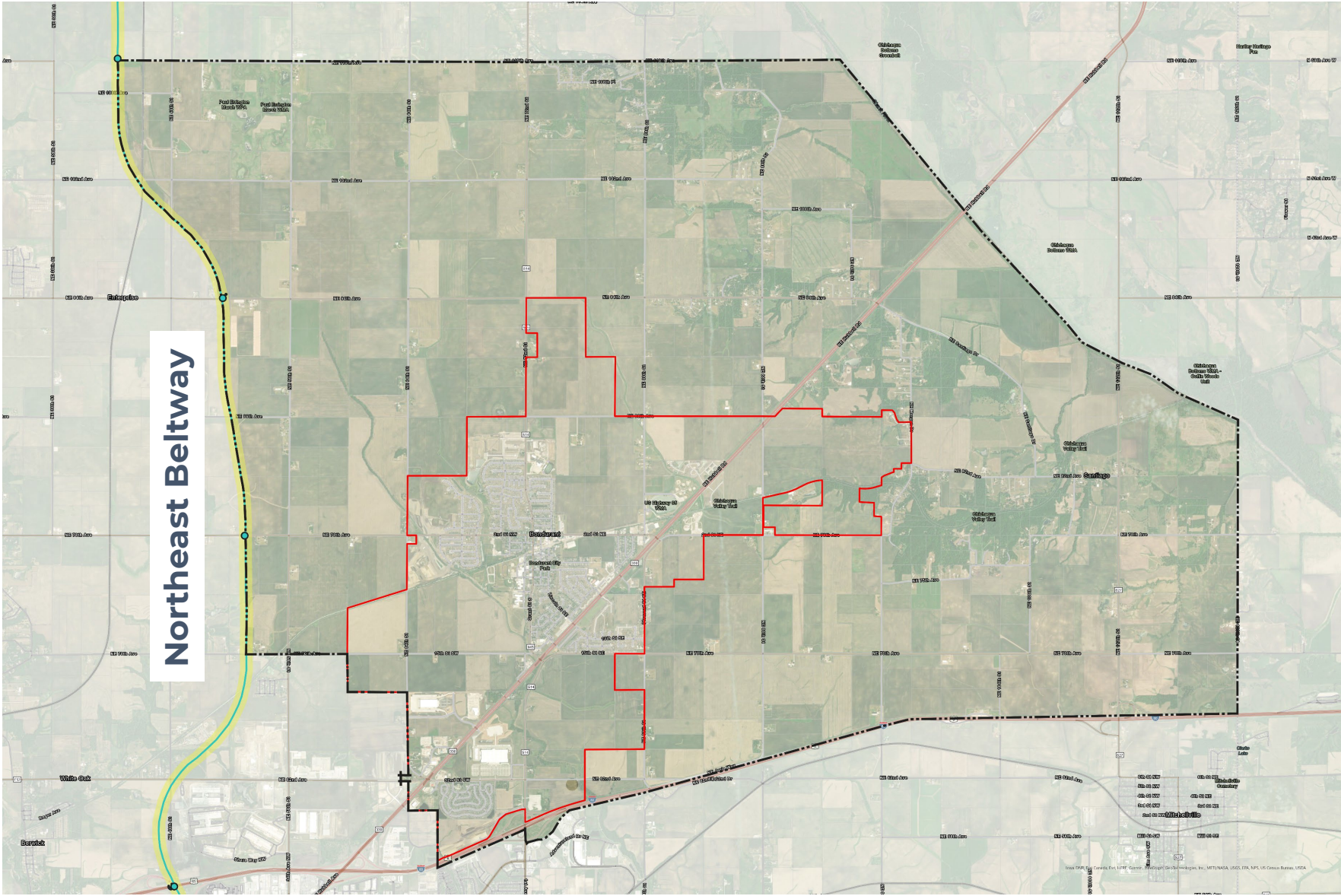
Existing Land Use



Chapter Reviews / LAND USE

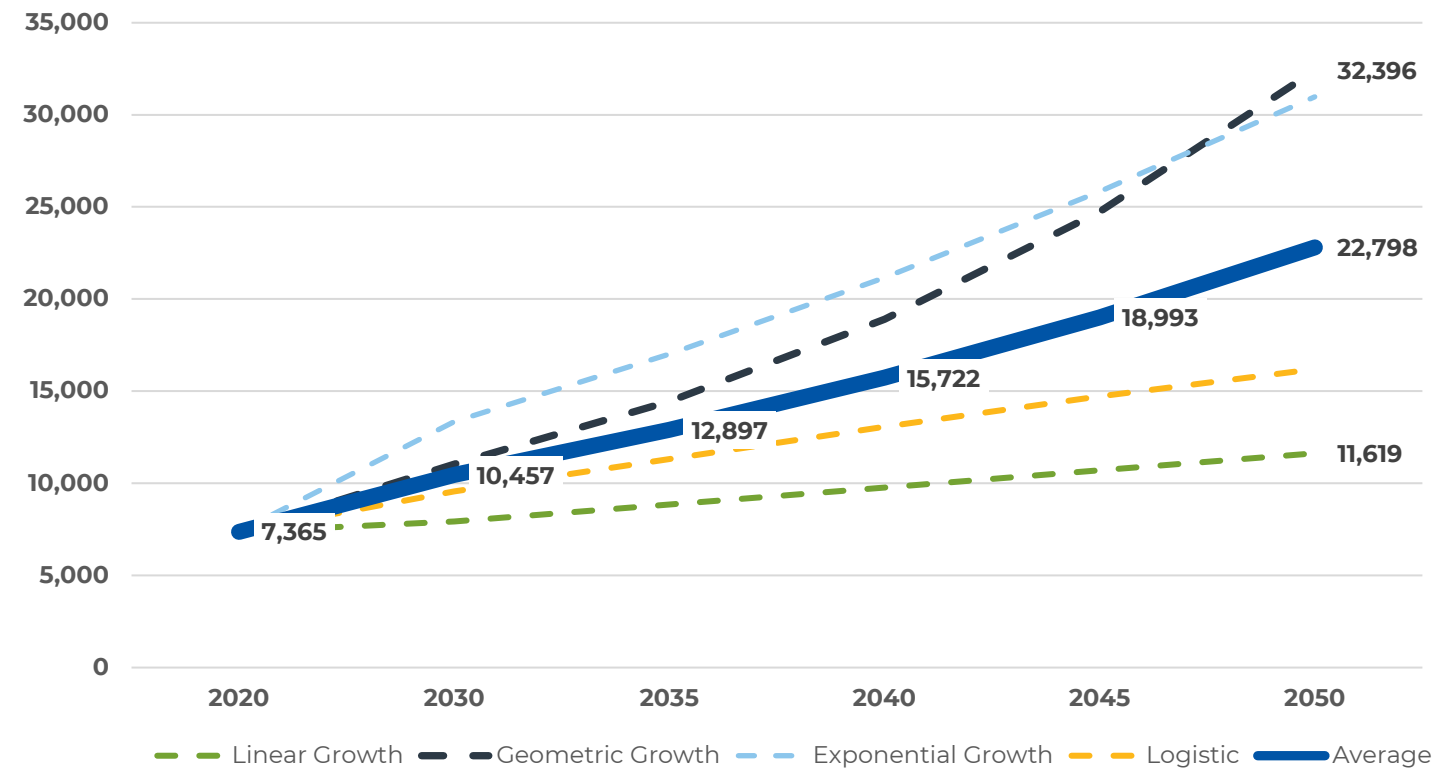
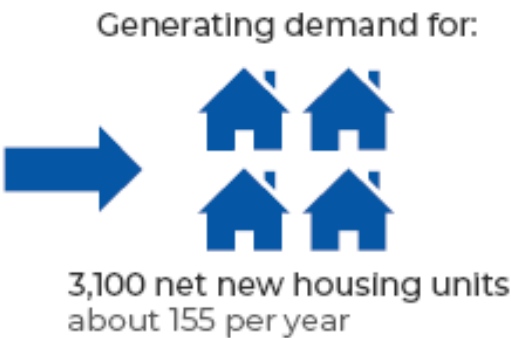
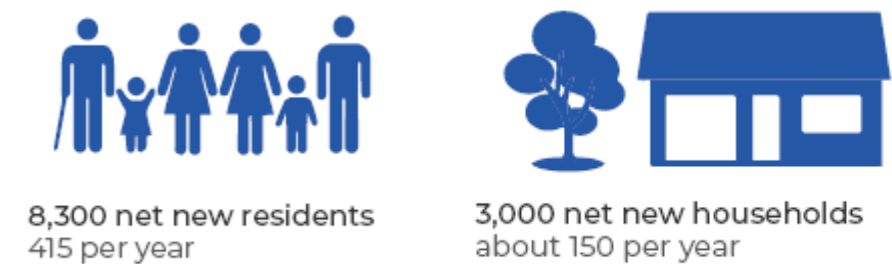
Northeast Beltway

-  Planning Boundary
-  Bondurant City Limits
-  Northeast Beltway
-  Proposed Northeast Beltway Interchange



Chapter Reviews / LAND USE

Population Growth + Residential Demand



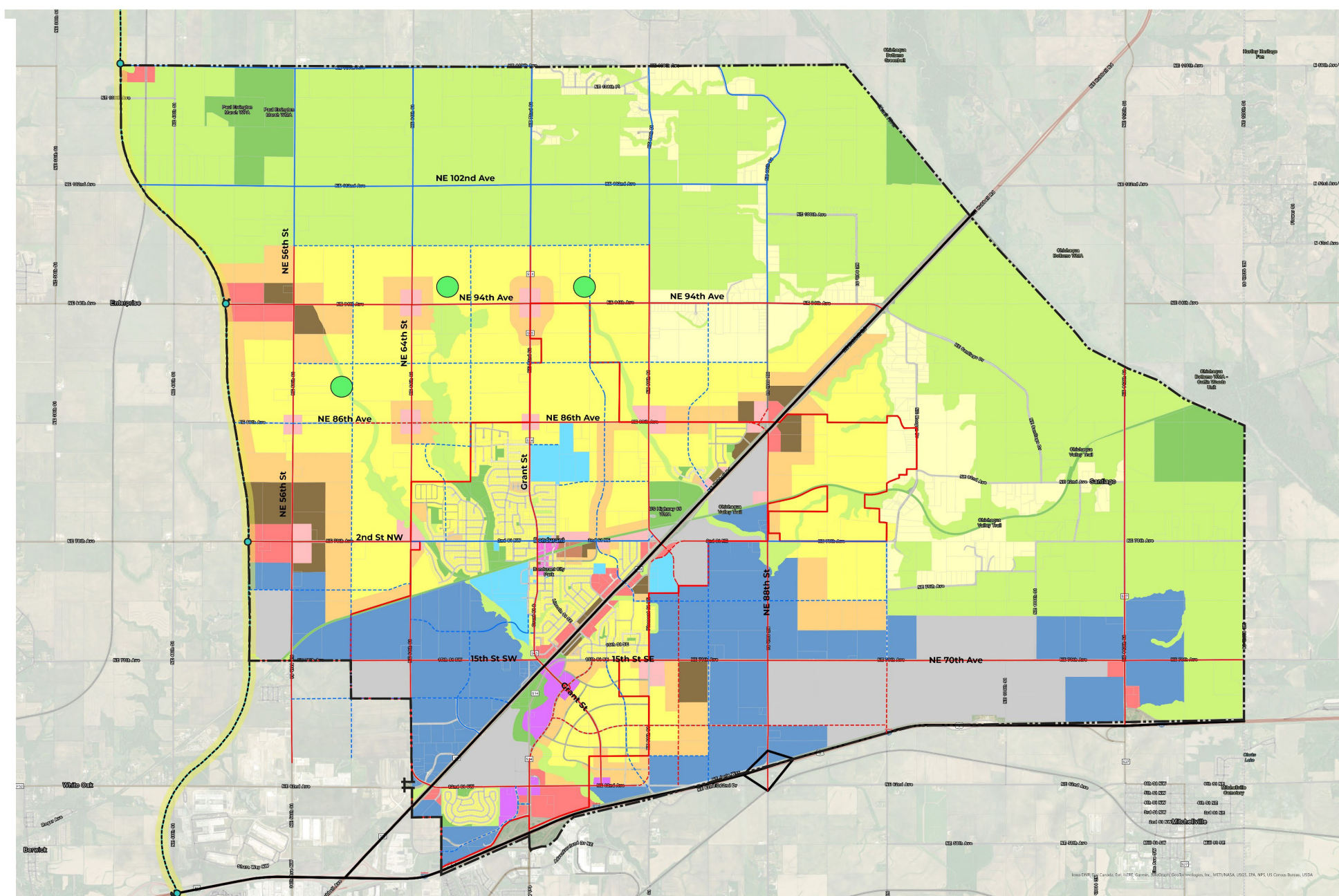
Chapter Reviews / LAND USE

Future Land Use Categories

- Agriculture / Open Space
- Rural Residential
- Low-Density Residential
- Medium-Density Residential
- High-Density Residential
- Downtown Mixed-Use
- Mixed-Use
- Neighborhood Commercial
- Regional Commercial
- Retail Flex
- Business Park / Light Industrial
- Industrial
- Public / Semi-Public
- Parks & Recreation

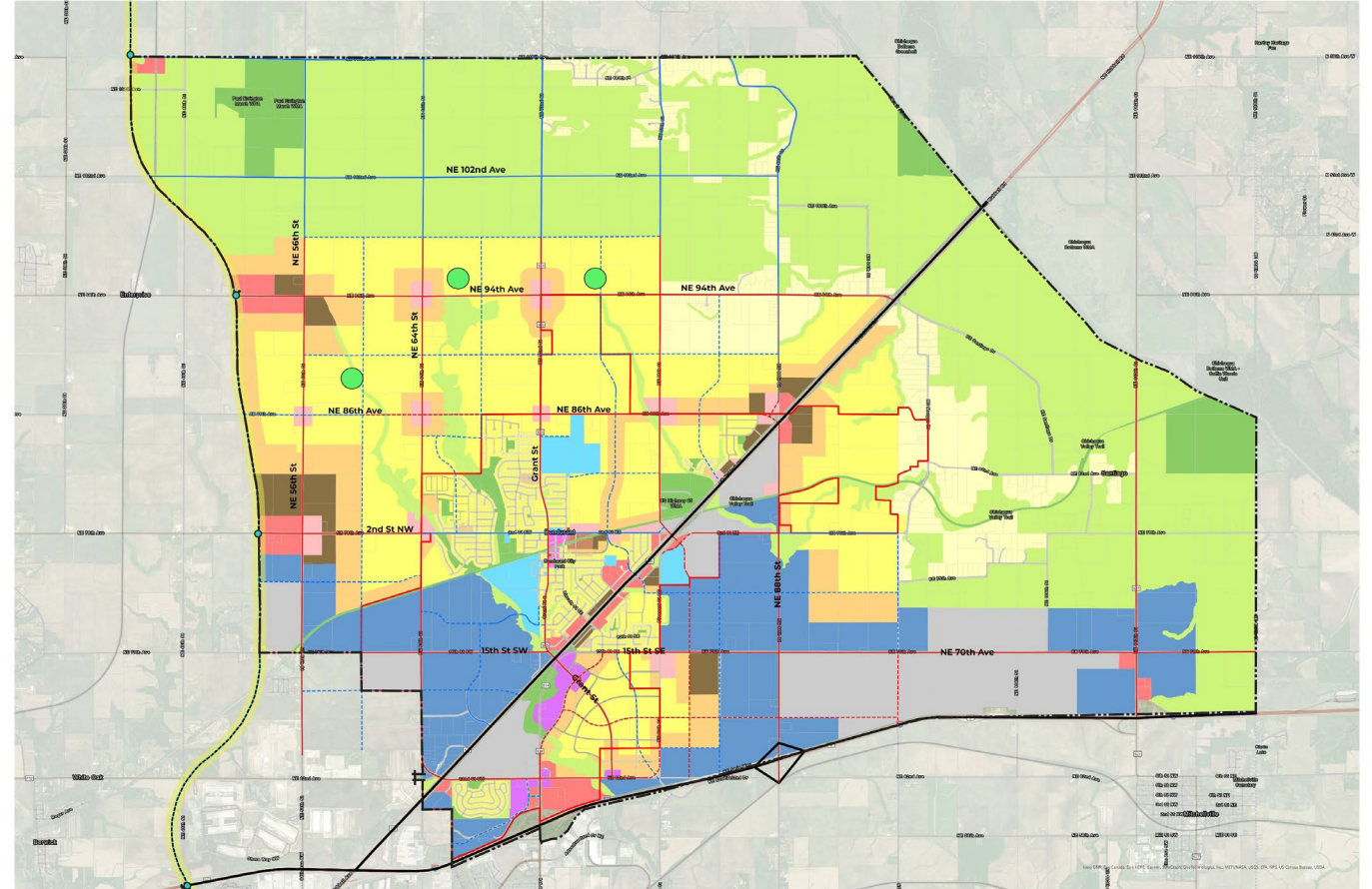


-  Planning Boundary
-  Bondurant City Limits
-  Floodplain
-  Parcels
-  Existing Highway / Interstate
-  Proposed Highway / Interstate
-  Proposed NE Beltway Interchange
-  Existing Arterial
-  Proposed Arterial
-  Existing Collector
-  Planned Collector
-  Planned Regional Detention
-  Open Space / Agriculture
-  Rural Residential
-  Low-Density Residential
-  Medium-Density Residential
-  High-Density Residential
-  Downtown Mixed-Use
-  Mixed-Use
-  Retail Flex
-  Neighborhood Commercial
-  Regional Commercial
-  Business Park / Light Industrial
-  Industrial
-  Public / Semi-Public
-  Parks / Recreation



Future Land Use Plan

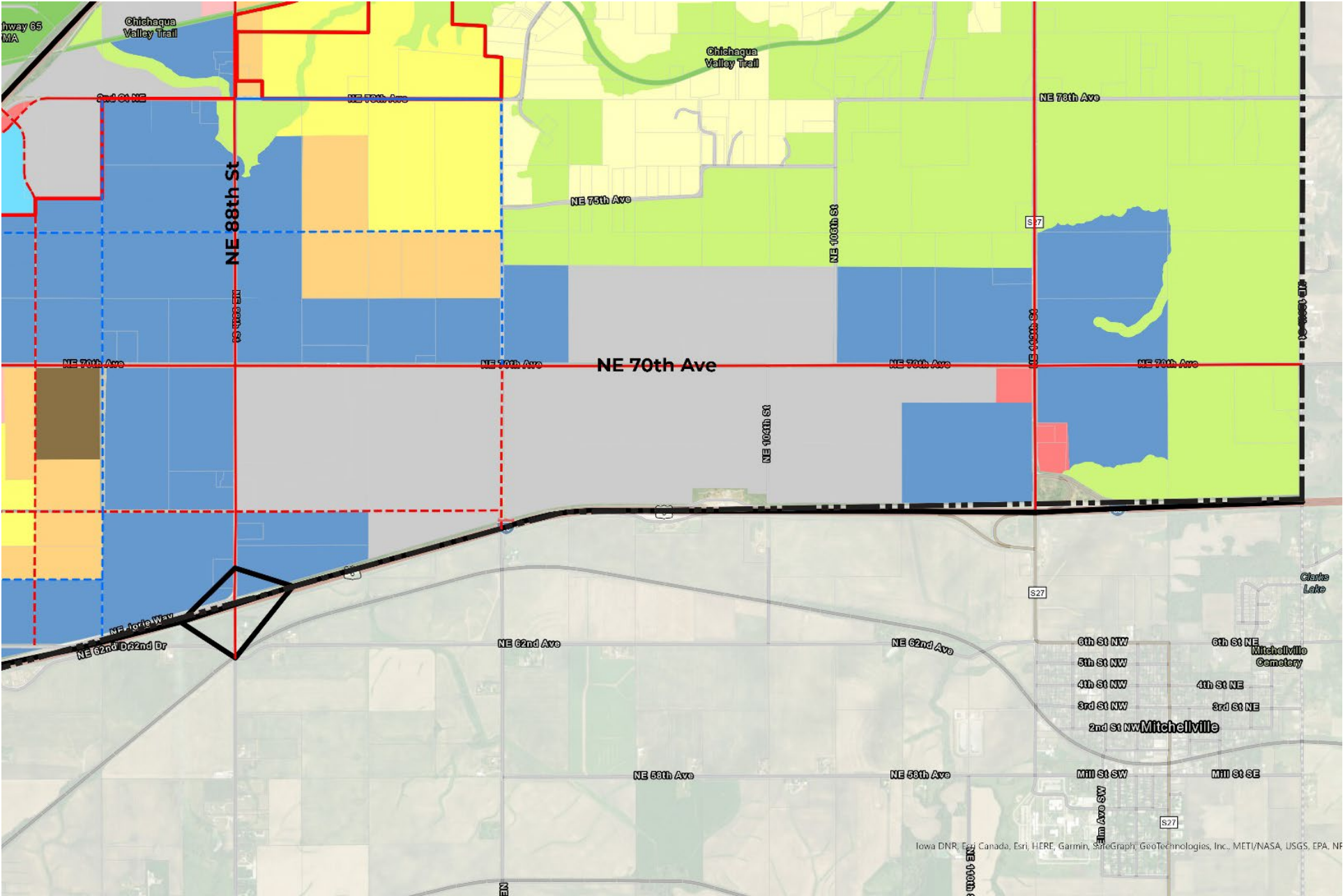
Future Land Use Category	Total Acres	Percent Share
Open Space / Agriculture	10,051.2	37.8%
Rural Residential	1,878.8	7.1%
Low-Density Residential	5,561.2	20.9%
Medium-Density Residential	1,862.4	7.0%
High-Density Residential	415.4	1.6%
Downtown Mixed-Use	14.2	0.1%
Mixed-Use	110.9	0.4%
Retail Flex	13.7	0.1%
Neighborhood Commercial	250.7	0.9%
Regional Commercial	393.9	1.5%
Business Park / Light Industrial	2,993.3	11.3%
Industrial	1,748.1	6.6%
Public / Semi-Public	267.5	1.0%
Parks & Recreation	1,028.0	3.9%
TOTAL	26,589.5	100.0%



The map displays a complex network of streets and colored zones in the Boudurant area. Key features include:

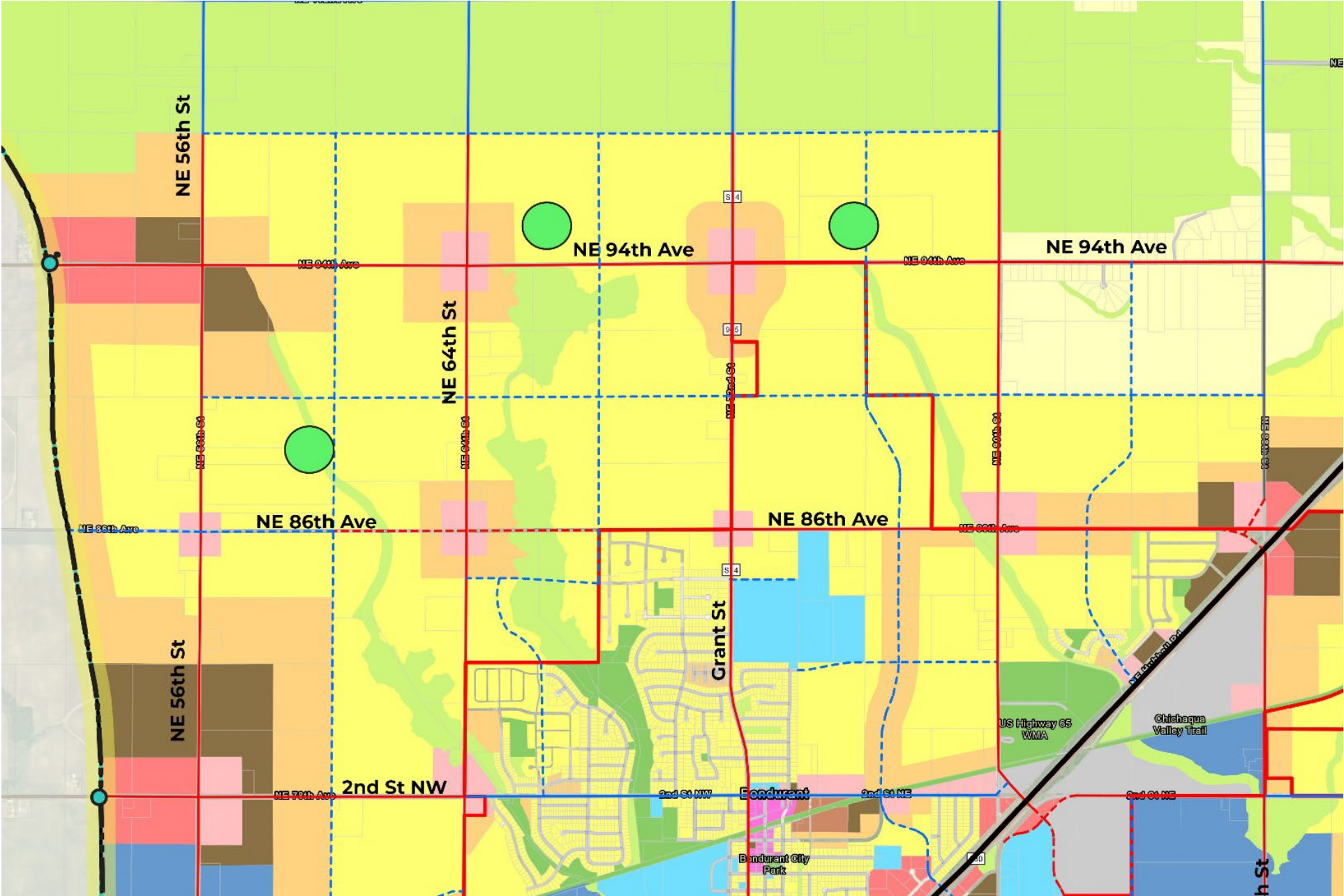
- Streets:** NE 70th Ave, 2nd St NW, 15th St SW, 15th St SE, Grant St, NE 62nd Ave, NE 46th St, NE 40th St, NE 34th St, NE 30th St, NE 26th St, NE 22nd St, NE 18th St, NE 14th St, NE 10th St, NE 6th St, NE 2nd St, NE 70th Ave, NE 66th Ave, NE 62nd Ave, NE 58th Ave, NE 54th Ave, NE 50th Ave, NE 46th Ave, NE 42nd Ave, NE 38th Ave, NE 34th Ave, NE 30th Ave, NE 26th Ave, NE 22nd Ave, NE 18th Ave, NE 14th Ave, NE 10th Ave, NE 6th Ave, NE 2nd Ave.
- Colored Zones:** Red, yellow, blue, green, purple, grey.
- Landmarks:** Boudurant City Park, Lincoln St SE, US Highway 66 WMA.
- Infrastructure:** A black line with a cross-tick symbol running diagonally across the map, likely representing a railroad or a major boundary.

Future Land Use Plan \ Southeast Quadrant



[illegible]

Future Land Use Plan \ Northwest Quadrant



Chapter Reviews / LAND USE

Goals

Goals are objectives or aims which may be broad or specific.

Policies

Policy represent on-going principles by which the City should adhere when approving new development or planning future investments.

Action Items

Action items are specific steps and activities the City should take

Chapter Reviews / LAND USE

Goal

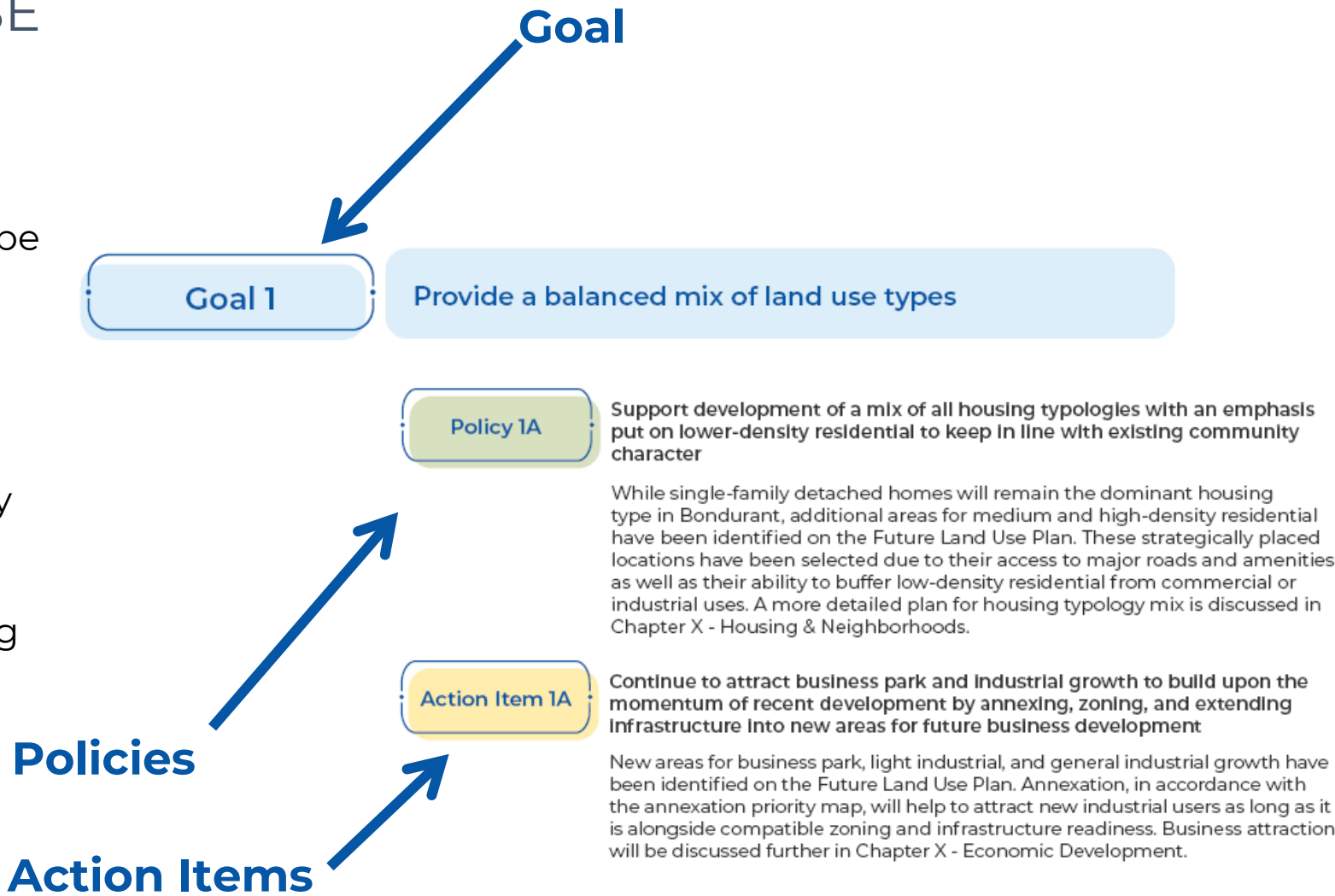
- Goals are objectives or aims which may be broad or specific

Policies

- Policies represent on-going principles by which the City should adhere when approving new development or planning future investments.

Action Items

- Action items are specific steps and activities the City should take.



Chapter Reviews / LAND USE

- Goal 1 Provide a balanced mix of land use types
- Goal 2 Follow best practices for growth and development
- Goal 3 Maintain a focus on the existing city limits amidst new growth
- Goal 4 Ensure adequate connectivity when developing the Future Land Use Plan

Chapter Reviews / HOUSING + NEIGHBORHOODS

-  Review of housing in Bondurant today
-  Summary of public input received on housing topics
-  Analysis of housing characteristics in Bondurant
-  Future residential needs + typologies discussion
-  Residential design guideline best practices to consider
-  Housing Goals, Policies, & Action Items



Chapter Five: [Housing + Neighborhoods]

Chapter Reviews / HOUSING + NEIGHBORHOODS



Diverse housing stock and price points

- Strong desire to see more higher end homes
- Currently hard to move up to the next home level (value and size) because of limited housing stock
- Need to maintain and increase housing affordability in general
- Need more than just single-family homes

Establish a strong sense of neighborhood character

- Improving the landscaping standards can help provide more identity and character for neighborhoods.
- Reduce the number cul-de-sacs
- Need more street and pedestrian connections to and through other neighborhoods by foot or bike
- Do not want just cookie cutter designs

Encouraging Gentle Density developments

- Need additional options for retirees and empty nesters to move into
- Provide affordable housing options for workforce housing, especially as local workforce grows

Safety of housing for owners and renters

- Need to set up a rental inspection program
- Consider requiring basements or storm shelters in all single-family or multi-family residential developments

Chapter Reviews / HOUSING + NEIGHBORHOODS

- Goal 1** : Attract quality low-density housing options that meet a wide range of community needs
- Goal 2** : Promote strong neighborhoods that create a sense of place and hometown feel
- Goal 3** : Create thoughtful multi-family areas throughout the community
- Goal 4** : Encourage residential infill and housing rehabilitation in older parts of the community

Chapter Reviews / ECONOMIC DEVELOPMENT



Overview of market analysis report



Review of residential, commercial, and industrial regional trends



Local market demand estimates and trends for residential, commercial, and industrial



Review of incentives and major projects impacting economic growth



Economic Development Goals, Policies, & Action Items



Chapter Six:

Economic Development

Chapter Reviews / ECONOMIC DEVELOPMENT

Goal 1

Continue to grow Bondurant's industrial employment base

Goal 2

Foster strong partnerships and relationships to promote economic growth

Goal 3

Attract new retail to serve Bondurant's growing population

Goal 4

Enhance downtown Bondurant through strategic investment and redevelopment

Chapter Reviews / COMMUNITY CHARACTER + DOWNTOWN



Review of community character today



Summary of public input received on community character



Review of downtown today



Summary of public input received on downtown



Community Character + Downtown Goals, Policies, & Action Items



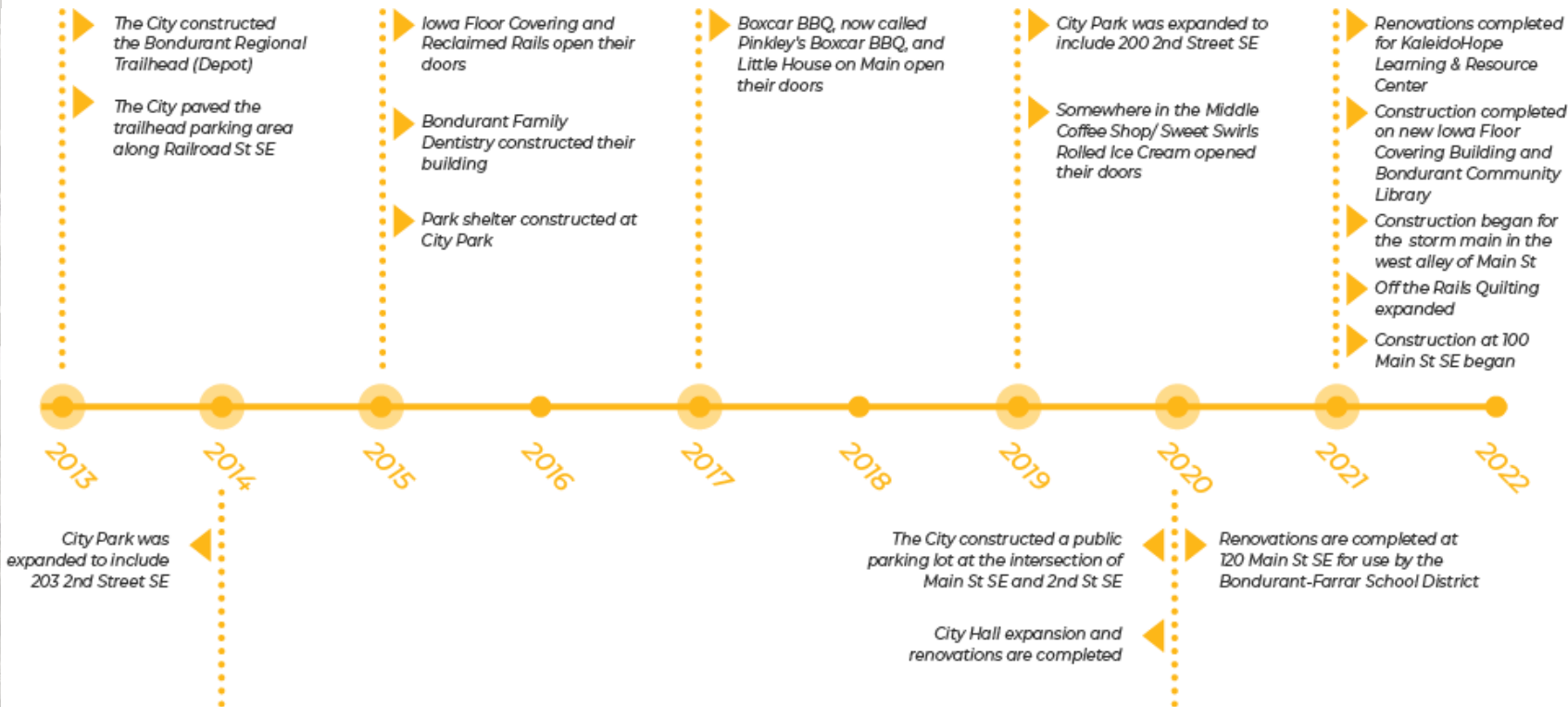
Chapter Seven:

**Community
Character +
Downtown**

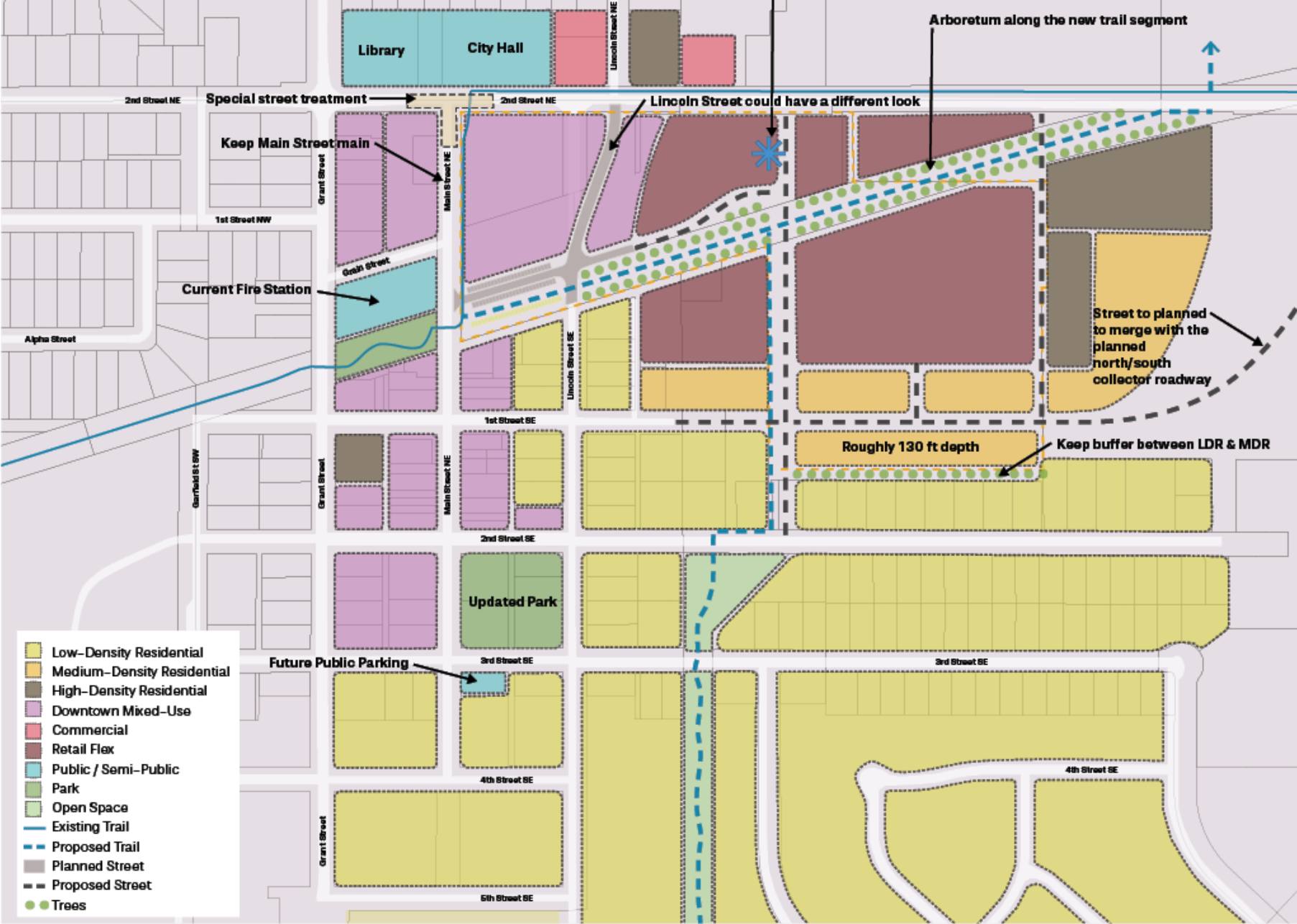
Chapter Reviews / COMMUNITY CHARACTER + DOWNTOWN



TIMELINE OF DOWNTOWN IMPROVEMENTS



Chapter Reviews / COMMUNITY CHARACTER + DOWNTOWN



Chapter Reviews / COMMUNITY CHARACTER + DOWNTOWN

DESIRED CHARACTERISTICS FOR RESIDENTIAL DEVELOPMENTS



- GARDEN STYLE DEVELOPMENTS
- 3-4 STORIES MAXIMUM
- PEDESTRIAN CONNECTIONS TO SIDEWALK NETWORK



- TOWNHOME DEVELOPMENTS
- >2 BEDROOMS
- PEDESTRIAN-ORIENTED DESIGN



- SINGLE-FAMILY ATTACHED DEVELOPMENTS
- >2 BEDROOMS
- YARD AND GARAGE

DESIRED CHARACTERISTICS FOR ARBORETUM TRAIL



- PAVED TRAILS

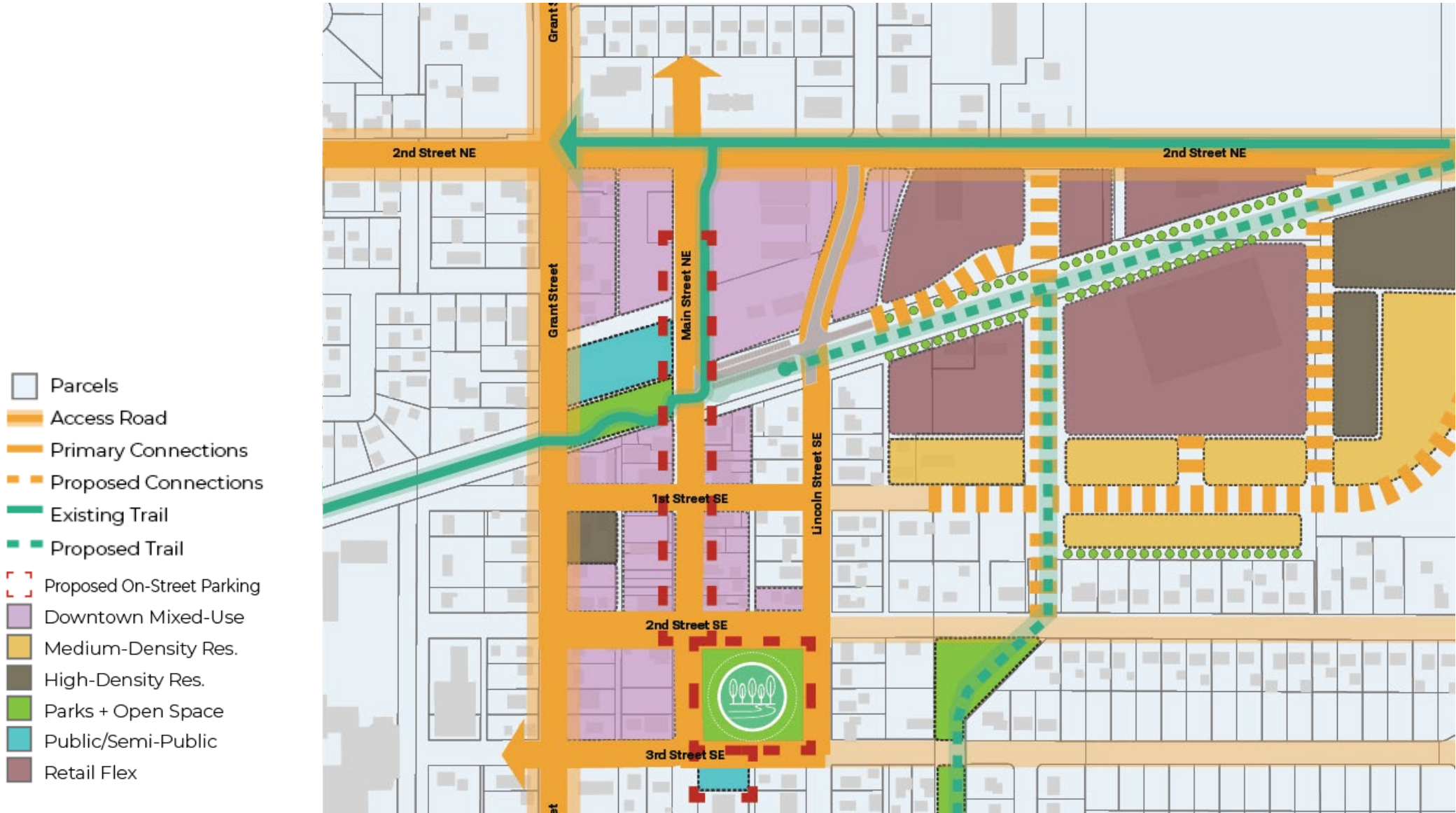


- DIVERSITY OF SPECIES
- NATIVE SPECIES ONLY



- CONNECTED TO OTHER NEARBY TRAILS

Chapter Reviews / COMMUNITY CHARACTER + DOWNTOWN

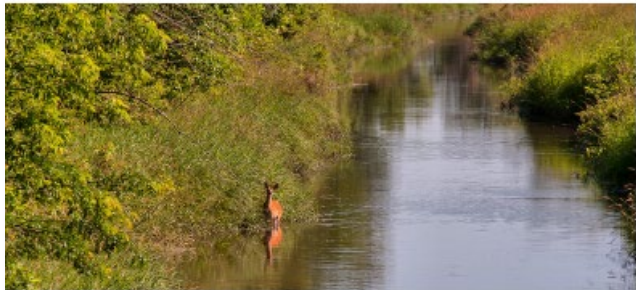


Chapter Reviews / COMMUNITY CHARACTER + DOWNTOWN

Goal 1	Preserve and strengthen Bondurant's hometown feel as the community continues to evolve
Goal 2	Remain a strategic partner for local organizations, businesses, and residents
Goal 3	Enhance the downtown through strategic public projects to attract quality private redevelopment projects
Goal 4	Foster a vibrant and diverse downtown so that the area serves as a unique destination for residents and visitors
Goal 5	Support redevelopment of the Landus site

Chapter Reviews / NATURAL RESOURCES

-  Summary of public input received on natural resources
-  Review of natural resources in Bondurant today
-  Stormwater master plan discussion + best practices
-  Natural Resource Goals, Policies, & Action Items



Chapter Eight: [Natural Resources]

Chapter Reviews / NATURAL RESOURCES

Goal 1

Preserve sensitive environmental features as Bondurant grows

Chapter Reviews / PARKS + RECREATION



Review of parks, trails and recreation today



Summary of public input received on parks + recreation



Level of service analysis for parks



Future park needs + trends



Parks + Recreation Goals, Policies, & Action Items



Chapter Nine: [Parks + Recreation]

Chapter Reviews / PARKS + RECREATION

- Goal 1

Maintain a high-quality and efficient parks and recreation system in Bondurant
- Goal 2

Ensure Bondurant’s parks and recreation system remains responsive to residents and trends
- Goal 3

Promote Bondurant’s identity as a trail and recreation community

Chapter Reviews / TRANSPORTATION + MOBILITY

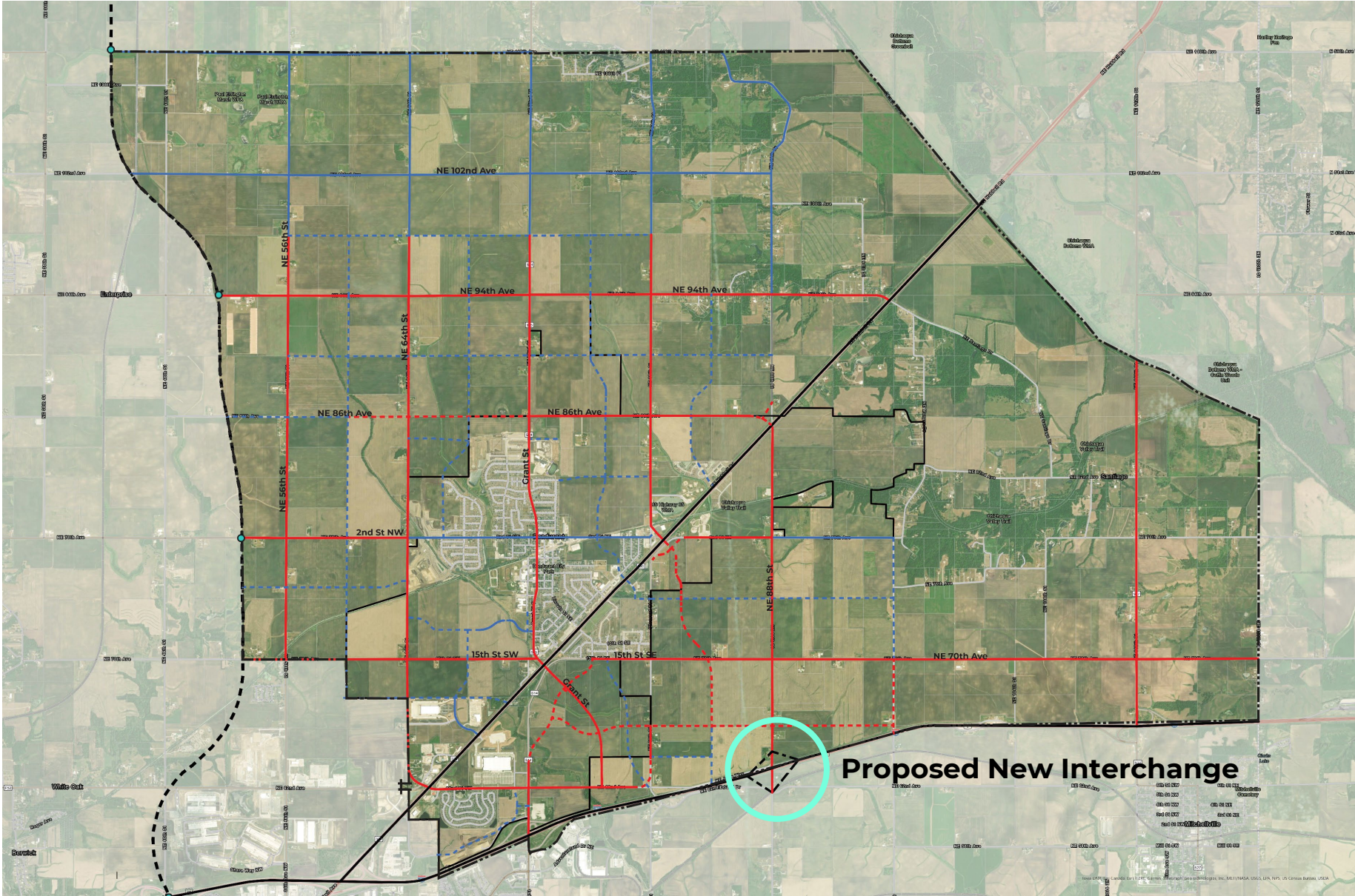
-  Review of Ultimate Streets Plan
-  Collector / Arterial Network
-  Commuter Loop
-  Complete Streets
-  Trails & Sidewalk Analysis
-  Regional Access
- 
 - 1
 - 2
 - 3 Transportation + Mobility Goals, Policies + Action Items



Chapter Ten: [Transportation + Mobility]

Chapter Reviews / TRANSPORTATION + MOBILITY

-  Planning Boundary
-  City Limits
-  Existing Interstate / Highway
-  Proposed Interstate / Highway
-  Existing Arterial
-  Proposed Arterial
-  Existing Collector
-  Proposed Collector



Chapter Reviews / TRANSPORTATION + MOBILITY

Goal 1	Provide a robust transportation network based on the adopted Future Land Use Plan
Goal 2	Provide a transportation network that provides a superior experience for all modes of transportation
Goal 3	Promote and support regional improvements to the transportation network

Chapter Reviews / INFRASTRUCTURE



Summary of water supply and distribution system



Summary of sanitary sewer system



Summary of stormwater system



Natural Resource Goals, Policies, & Action Items



Chapter Eleven: [Infrastructure]

Chapter Reviews / INFRASTRUCTURE

- Goal 1

Provide a low-maintenance, cost-effective water system that meets the current and long-term needs of residents and businesses
- Goal 2

Provide a low-maintenance, cost-effective sanitary sewer system that meets the current and long-term needs of residents and businesses
- Goal 3

Implement an effective, economical, and sustainable stormwater management system



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

Item No. 8.a.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution awarding the contract and approving the Franklin Street Water Main Project to Thorpe Contracting LLC. in the amount of \$417,550.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This contract is for the Franklin Street Water Main project that Council approved to order construction on at the August 15th Council meeting. This project is for a 12-inch water main extension project along Franklin Street SW that is on the western edge of Bondurant. This project will be the first phase of the long-term goal of having larger feeder water main along this corridor to enhance the redundancy and capacity.

Bids were opened on September 19th and were as follows:

Contractor	Bid	Bond	Bidder Status Form	Total Bid
Thorpe Contracting LLC	X	X		\$417,550.00
J&K Contracting LLC	X	X		\$424,424.00
Rognes Corporation	X	X		\$432,730.00
Granite Excavating	X	X		\$457,665.00
On Track Construction LLC	X	X		\$479,800.00
Synergy Contracting Inc.	X	X		\$586,985.00

FUNDING SOURCE: Water Utility Fund/Connection Fee District

STAFF RECOMMENDATION: Staff recommends approval of the contract and bond for the project to Thorpe Contracting LLC in the amount of \$417,550.00

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-210
2. Franklin Street Water Main Receipt of Bids Letter of Recommendation

CITY OF BONDURANT
RESOLUTION NO. 220926-210

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE FRANKLIN
STREET WATER MAIN PROJECT TO THORPE CONTRACTING LLC IN THE
AMOUNT OF \$417,550.00

WHEREAS on August 15th, 2022, the City of Bondurant approved the order of construction for the Franklin Street Water Main Project; AND

WHEREAS on September 19th, 2022, the City of Bondurant received the bids for the Projects; AND

WHEREAS the location of the work to and the kinds and sizes of materials proposed to be used as follows:

FRANKLIN STREET WATER MAIN – 2022

Construct Franklin Street Water Main - 2022 including all labor, materials and equipment necessary for approximately 1,980 linear feet of 12-inch water main installed in open cut, 456 linear feet of 12-inch water main installed by trenchless construction, connections to existing system, hydrants, valves, excavation, backfill, traffic control, surface restoration and miscellaneous associated work, including cleanup. The project is located along Franklin Street south of Second Street NW in the City of Bondurant, Iowa.

WHEREAS on September 26. the City Council held a public hearing on the plans, specifications, and award of contract for the Franklin Street Water Main Project; AND

WHEREAS the City Council approves the contract and bond for the Franklin Street Water Main Project; AND

WHEREAS payments are to be made to Thorpe Contracting LLC in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the plans and specifications for the Franklin Street Water Main Project are hereby approved.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, that Franklin Street Water Main Project contract is awarded to Thorpe Contracting LLC and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 26th day of September 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				



September 19, 2022

Marketa Oliver
City Administrator
City of Bondurant
200 Second Street NE
P.O. Box 37
Bondurant, Iowa 50035

BONDURANT, IOWA
FRANKLIN STREET WATER MAIN - 2022
RECEIPT OF BIDS

The City of Bondurant received bids until 10:00 A.M. on Monday, September 19, 2022 for the Franklin Street Water Main – 2022 project. A total of six bids were received as follows:

<u>Contractor</u>	<u>Bid Amount</u>
Thorpe Contracting, LLC	\$417,550.00
J & K Contracting, LLC	\$424,424.00
Rognes Corporation	\$432,730.00
Granite Excavating	\$457,665.00
On Track Construction, LLC	\$479,800.00
Synergy Contracting, Inc.	\$586,985.00

The low bid was received from Thorpe Contracting, LLC of Adel, Iowa in the amount of \$417,550.

The engineer's estimate of cost for construction of the project was based on the estimated cost for the project at the time the connection fee districts were established. The engineer's estimate of cost was only adjusted for minor changes in the configuration of the water main. The engineer's estimate of cost for construction of the project was \$311,900.

The low bid by Thorpe Contracting, LLC was 33.87% above the engineer's estimate of cost. The engineer's estimate of cost used for the project is now slightly more than one year old. Construction costs for underground utilities have generally increased between 25% and 35% since mid-2021. The low bid by Thorpe Contracting, LLC would be considered consistent with the changes in construction costs that have been experienced over the last year.

Marketa Oliver
September 19, 2022
Page 2

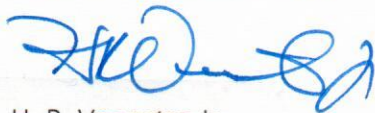
The Franklin Street Water Main project is necessary for the Quail Run and Edgeland developments. The water mains within those developments must connect to the new Franklin Street Water Main that extends from 2nd Street NW to the former railroad right-of-way.

The City received a total of six bids. The receipt of six bids on the project and the relatively narrow spread of the lower bidder would indicate the low bid by Thorpe Contracting, LLC is reflective of current market conditions. Due to the City's commitment to complete the construction of the project the City does not have the option to delay the project. Rejecting all bids and rebidding the project at this time probably would not result in any lower bid prices. The six bidders on the project are likely to be the only bidders that would consider this type of project. Rebidding the project would likely result in no new bidders and would more likely result in some of the six bidders not rebidding the project. Although it is theoretically possible rebidding the project could result in a lower bid, the likelihood of that occurring is very small.

Based on the bids received that generally reflect the economic conditions of construction over the last year and the City's commitment to the project in 2022, it is recommended the City move forward with the award of contract with Thorpe Contracting, LLC based on its bid of \$417,550 received on September 19, 2022.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:rdp
428103

Enclosure

Cc: John Horton, City of Bondurant

BID TABULATION
FRANKLIN STREET WATER MAIN - 2022
BONDURANT, IOWA

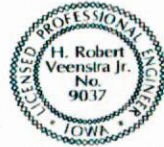
1. Construct Franklin Street Water Main - 2022 for the following unit and lump sum prices:				Thorpe Contracting, LLC P.O. Box 220 Adel, Iowa 50003		J & K Contracting 10703 Justin Drive Urbandale, Iowa 50322		Rognes Corporation 1609 N Ankeny Blvd, Suite 210 Ankeny, Iowa 50023		Granite Excavating 1212 E Walnut Elkhart, Iowa 50073		On Track Construction, LLC 1435 West F Avenue Nevada, Iowa 50201		Synergy Contracting, LLC 7481 US Highway 69 Des Moines, Iowa 50320	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	12" Water Main in Open Cut	LF	1,980	\$ 97.00	192,060.00	\$ 87.00	172,260.00	\$ 90.00	178,200.00	\$ 92.00	182,160.00	\$ 109.00	215,820.00	\$ 154.00	304,920.00
1.2	12" Water Main Directionally Bored	LF	376	140.00	52,640.00	146.00	54,896.00	220.00	82,720.00	225.00	84,600.00	206.00	77,456.00	154.00	57,904.00
1.3	12" Water Main Auger in Casing Pipe	LF	80	625.00	50,000.00	520.00	41,600.00	430.00	34,400.00	740.00	59,200.00	692.00	55,360.00	322.00	25,760.00
1.4	12" Tapping Sleeve and Valve	EA	1	5,000.00	5,000.00	11,000.00	11,000.00	8,500.00	8,500.00	7,000.00	7,000.00	12,000.00	12,000.00	15,400.00	15,400.00
1.5	12" Gate Valve	EA	10	3,400.00	34,000.00	4,500.00	45,000.00	4,100.00	41,000.00	4,775.00	47,750.00	4,300.00	43,000.00	5,166.00	51,660.00
1.6	Hydrant Assembly	EA	6	7,500.00	45,000.00	8,500.00	51,000.00	7,825.00	46,950.00	7,375.00	44,250.00	7,500.00	45,000.00	10,220.00	61,320.00
1.7	Connections to Existing Water Main	EA	2	900.00	1,800.00	2,600.00	5,200.00	1,200.00	2,400.00	1,500.00	3,000.00	5,250.00	10,500.00	7,742.00	15,484.00
1.8	Sampling Station	EA	1	3,200.00	3,200.00	5,428.00	5,428.00	4,200.00	4,200.00	7,000.00	7,000.00	4,800.00	4,800.00	4,697.00	4,697.00
1.9	Granular Surfacing	TONS	10	60.00	600.00	114.00	1,140.00	36.00	360.00	93.00	930.00	72.00	720.00	49.00	490.00
1.10	Seeding	ACRE	3	4,700.00	11,750.00	5,400.00	13,500.00	4,500.00	11,250.00	4,650.00	11,625.00	1,820.00	4,550.00	6,300.00	15,750.00
1.11	Erosion Control	LS	1	xxxxx	19,000.00	xxxxx	21,000.00	xxxxx	17,500.00	xxxxx	4,650.00	xxxxx	8,574.00	xxxxx	24,500.00
1.12	Traffic Control	LS	1	xxxxx	2,500.00	xxxxx	2,400.00	xxxxx	5,250.00	xxxxx	5,500.00	xxxxx	2,020.00	xxxxx	9,100.00
TOTAL BID (Items 1.1 - 1.11)				\$417,550.00		\$424,424.00		\$432,730.00		\$457,665.00		\$479,800.00		\$586,985.00	

I hereby certify that this is a true tabulation of
bids received on September 19, 2022 by the
City of Bondurant, Iowa.

H. Robert Veenstra Jr., P.E.

Iowa License No. 9037

My license renewal date is December 31, 2022





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

Item No. 8.b.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution taking additional action with respect to a Water Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a \$1,205,600 Water Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City has been approved for the loan through the State Revolving Fund and will use the funds for professional services in the planning and design of the water tower project and the accompanying water mains that will be constructed to integrate the tower into the City's water system. The tower is critical for storage and essential to continuing to deliver safe water to the community. The City has been working for several months to plan for the future water needs of the community and a water tower is the first step.

A public hearing was held earlier on this agenda.

FUNDING SOURCE: Water Utility

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-211

CITY OF BONDURANT
RESOLUTION NO. 220926-211

Resolution taking additional action with respect to a Water Revenue Loan and Disbursement Agreement and authorizing, approving, and securing the payment of a \$1,205,600 Water Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement)

WHEREAS, the City of Bondurant (the "City"), in Polk County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council"), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the "Outstanding Note Resolution"), the City has heretofore issued its \$500,000 Taxable Water Revenue Note, dated March 27, 2014 (the "Outstanding Note"), a portion of which remains outstanding; and

WHEREAS, pursuant to the Outstanding Note Resolution, the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Note under the terms and conditions set forth in the Outstanding Note Resolution; and

WHEREAS, the City has heretofore proposed to borrow money and enter into a Water Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Water Revenue Bonds (the "Bonds") in a principal amount not to exceed \$1,205,600 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on September 26, 2022; and

WHEREAS, it is necessary at this time to authorize and approve the issuance of a \$1,205,600 Water Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the “additional action” required by Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of \$1,205,600 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the following form:

(Form of Project Note)

UNITED STATES OF AMERICA
STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

WATER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION
PROJECT NOTE
(IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)

No. 1	MAXIMUM PRINCIPAL AMOUNT:	\$1,205,600
-------	---------------------------	-------------

INTEREST RATE

PROJECT NOTE DATE

0%

October 14, 2022

This Water Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the “Project Note”) is issued to the Iowa Finance Authority (the “Lender”) by the City of Bondurant, Iowa (the “City”), as of the Project Note Date. The Lender shall loan to the City an interim amount not to exceed \$1,205,600.

The City has adopted a resolution (the “Resolution”) authorizing and approving this Project Note pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa, 2021 as amended, and providing for the issuance and securing the payment of this Project Note, and reference is made to the Resolution for a more complete statement as to the source of payment of this Project Note and the rights of the owners of this Project Note. This Project Note, together with any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the Resolution, shall be payable solely and only from the proceeds (the “Loan Proceeds”) of an authorized Loan and Disbursement Agreement and the corresponding future issuance of Water Revenue Bonds, a sufficient portion of which have been appropriated to the payment hereof.

The proceeds of this Project Note shall be used for the purposes set forth in the Resolution and shall be made available to the City in the form of one or more periodic disbursements.

This Project Note shall be executed and delivered to the Lender in evidence of the City's obligation to repay the amounts payable hereunder and shall bear interest at 0%. This Project Note shall be payable as to principal in full on the Maturity Date (hereinafter defined) and in the total aggregate amount drawn by the City pursuant to this Project Note, shall be subject to prepayment in whole or in part on any date at a prepayment price equal to the principal amount hereof prepaid, and shall contain such other terms and provisions as provided in the Resolution.

This Project Note is payable as to principal three years from the Project Note Date (the "Maturity Date"). If the City enters into a Loan and Disbursement Agreement with the Lender pursuant to the Iowa Water Pollution Control Works and Drinking Water Facilities Financing Program by the Maturity Date, the Lender may provide for the repayment in full of this Project Note pursuant to the terms of such Loan and Disbursement Agreement and the resolution authorizing the Loan and Disbursement Agreement.

This Project Note is executed pursuant to the provisions of Sections 76.13 and 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of the statute.

In the event of any inconsistency or conflict between the terms and conditions of the Resolution and this Project Note, the parties acknowledge and agree that the terms of this Project Note shall take precedence over any such terms of the Resolution.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Project Note were and have been properly existent, had, done and performed in regular and due form and time; and that the issuance of this Project Note does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Bondurant, Iowa has caused this Project Note to be executed by its Mayor and attested by its City Clerk all as of the Project Note Date.

CITY OF BONDURANT, IOWA

By: DO NOT SIGN
Mayor

Attest:

DO NOT SIGN
City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its: _____

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action, or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause, or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 26, 2022.

Doug Elrod, Mayor

Attest:

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

ATTESTATION CERTIFICATE:

STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

SS:

I, the undersigned, do hereby certify that I have in my possession or have access to the complete corporate records of the aforesaid City and of its City Council and officers and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true, correct and complete copy of all the corporate records in relation to the authorization and approval of a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and of a certain \$1,205,600 Water Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") and that the transcript hereto attached contains a true, correct and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time with respect thereto.

I further certify that no objections were filed in my office and no objections of any kind were made to the matter of entering into the Agreement or issuing such Project Note at the time and place set for hearing thereon, and that no petition of protest or objections of any kind have been filed or made, nor has any appeal been taken to the District Court from the decision of the City Council to enter into the Agreement or to issue the Project Note.

WITNESS MY HAND this ____ day of _____, 2022.

Shelby Hagan, City Clerk



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

Item No. 8.c.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution adopting the Building Bondurant Comprehensive Plan

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: For Brief History & Analysis, see corresponding Building Bondurant Comprehensive Plan Public Hearing agenda statement.

FUNDING SOURCE: N/A for plan adoption

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed the Building Bondurant Comprehensive Plan during their meeting on September 8, 2022 and voted on recommended approval with a 6-0 vote with 1 member absent.

Staff recommends approval of the attached resolution adopting the Building Bondurant Comprehensive Plan.

Following adoption of the Building Bondurant Comprehensive Plan and as regulated by Section 414.3.4.b of the Iowa Code, copies will be sent or made available to Polk County, neighboring cities and counties, the Des Moines Area MPO, and the Bondurant Community Library.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-212

CITY OF BONDURANT
RESOLUTION NO. 220926-212

RESOLUTION ADOPTING THE BUILDING BONDURANT COMPREHENSIVE PLAN

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

WHEREAS Bondurant's last full comprehensive plan update process was completed in 2011-2012; AND

WHEREAS since 2012 Bondurant has continued to see significant increases in population and employment gains that have necessitated an updated plan that better reflects the existing conditions of Bondurant in 2022; AND

WHEREAS the Building Bondurant Comprehensive Plan is designed to help Bondurant sustainably manage this new growth in a way that preserves the community's hometown character; AND

WHEREAS the Building Bondurant Comprehensive Plan lays out a vision for how to continue building a strong sense of community in Bondurant through the year 2050 and beyond.

WHEREAS public input has been critical throughout the entire Building Bondurant Comprehensive Plan process, as is detailed in Chapter 2 of the Plan; AND

WHEREAS the Iowa Smart Planning Principles were considered as part of the Building Bondurant Comprehensive Plan process, as is described in Chapter 1 of the Plan; AND

WHEREAS the Planning & Zoning Commission reviewed the Building Bondurant Comprehensive Plan during their meeting on September 8, 2022, and voted on recommended City Council adoption; AND

WHEREAS the City Council held a public hearing on September 26, 2022, prior to considering this resolution adopting the Building Bondurant Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant hereby adopts the Building Bondurant Comprehensive Plan.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 26th day of September 2022.

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 8.d.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving Park Side Estates Preliminary Plat

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: For review by the City Council is approval of the Park Sides Estates Preliminary Plat. The preliminary plat developer is Berkey Homebuilders Inc. The preliminary plat was submitted by Snyder & Associates, Inc. The Park Sides Estates Preliminary Plat development proposes 30 lots for single-family detached development on 12.52 acres in accordance with the approved Park Side Estates PUD Conceptual Plan. A trail connection south to the Bondurant Recreational Sports Complex (BRSC) is proposed. This preliminary plat area is located north of BRSC, and west of Park Side Plat 2. The Park Sides Estates Preliminary Plat development area is highlighted below.



When considering preliminary plat requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map - the proposed single-family detached use is consistent with both the 2012 Future Land Use Map and the City's draft 2022 Future Land Use Map.

Zoning – in August 2022 the Planning & Zoning Commission reviewed and recommended approval of a rezoning request for this property from the City's Agricultural (A-1) District to the Planned Unit Development (R-5) District subject to the following PUD rezoning conditions: that the subdivision shall be completed by the PUD applicant, Berkey Home Builders; that the developer shall provide a sidewalk and/or trail connection south to the BRSC; and that all houses built shall include basements. City Council approved the rezoning ordinance during their meeting on September 6, 2022. The preliminary plat should be updated in note that basements are required per the R-5 Rezoning Ordinance. The 30 residential lots will range in size from 8,909 SF to 25,986 SF. The below bulk regulations noted on the Park Side Estates Preliminary Plat are consistent with the approved Park Side Estates PUD Conceptual Plan.

BULK REGULATIONS:

MINIMUM LOT WIDTH = 75'
MINIMUM LOT AREA = 8,000 SF
FRONT YARD SETBACK = 30'
LOTS (1-13 & 28-30) REAR YARD SETBACK = 30'
LOTS (14-27) REAR YARD SETBACK = 35'
SIDE YARD SETBACK = 15'/5' MIN. ONE SIDE (1 OR 1.5 STORY)
SIDE YARD SETBACK = 15'/7' MIN. ONE SIDE (2 & 3 STORY)
MAXIMUM BUILDING HEIGHT (PRINCIPAL BUILDING 35' & ACCESSORY BUILDING 12')

Parkland Dedication – with 30 residential lots proposed, this would require that at least 0.45 acres (19,602 SF) of public parkland area be established or that a fee in lieu of parkland dedication be paid to the City of Bondurant. Historically if a public trail connection outside of any public right-of-way area is provided for on private property, this can count toward the required public parkland dedication area. The 8'-wide x 162.99' long trail portion between Lots 11 and 12 totals 1,304 SF, meaning that the developer must still a public parkland dedication fee of for the equivalent of 18,298 SF. This public parkland dedication fee will be determined by a mutually agreed upon appraiser after the subdivision improvements have been made prior to final plat approval.

Streets – this Park Side Estates development area will be accessed from Pleasant Street NE. The interior of Park Side Estates will include two public cul-de-sac areas.

The preliminary plat needs to be updated to clearly show that the east ½ of the Pleasant Street NE right-of-way will be 50'-wide.

Approval of this Park Side Estates Preliminary Plat does not require a Traffic Impact Study, as the number of dwelling units stays under 60 dwelling units.

Pedestrian Connections - sidewalks will be constructed on the residential lots at the time the lots are constructed. The Park Side Estates Preliminary Plat proposes a trail connection to the south connecting to BRSC, as was required as part of the R-5 rezoning process. No sidewalks are currently proposed along the Pleasant Street NE right-of-way - please see the P&Z's recommendation relative to this.

Utilities - the preliminary plat shows an 8" water main connecting to the water main along the east side of Pleasant Street NE. The water main serving Park Side Estates is a dead end main serving 30 lots. The 30 lot subdivision would be on the high end of the size range the City would normally allow without a secondary water connection. The City should consider whether an 8" water main connection should be extended near the east end of the cul-de-sac on Street A to connect to the existing water main located along the southerly part of Park Side Estates. Sanitary sewer service is provided by extending the existing sewer on McIntosh Drive NE southwesterly through Outlot G of Park Side Plat 2. A branch of the new sewer extends north on Street B. The preliminary plat shows a 12" sanitary sewer extending to the west right-of-way line of Pleasant Street NE. The preliminary plat shows two stormwater detention basins at Outlot Z and Outlot Y – these will be privately owned and maintained.

This development area will be subject to 16th Street NE Water Connection Fee District and the Urban Service Area Sanitary Sewer Connection Fee District.

FEMA Floodplain – the 100-year floodplain currently covers portions of the eastern area of this subdivision in the area shown in blue below. The developer is proposing to raise areas of this subdivision beyond the 100-year floodplain through the FEMA Letter of Map Revision (LOMR) process. The developer will be required to submit documentation of FEMA's LOMR approval.

Stream Buffer Ordinance - this development is subject to the City's Stream Buffer Ordinance. The proposed Stream Buffer Ordinance Easement area is labeled on the preliminary plat.

Comments from City Officials and Utilities - Per Section 180.04.10 of the Subdivision Code, City Departments, private utilities, the Bondurant-Farrar Community School District, and the Post Office were notified of this preliminary plat for comment. Below is a summary of comments received:

- City Engineering - Bob Veenstra, City Engineer, reviewed and provided his initial feedback on the first draft preliminary plat submitted. The attached resolution factors in any additional review comments by this department.
- Public Works - no review comments received to date. The attached resolution takes into account if any changes are requested by this department.
- Emergency Services - no review comments received to date. The attached resolution takes into account if any changes are requested by this department.
- Northern Natural Gas – Staff has received no review comments.

- Windstream – Staff has received no review comments.

The Planning and Zoning Commission reviewed the Park Side Estates Preliminary Plat at their September 26, 2022 meeting and recommends approval. The Commission discussed the need to relocate the pathway connecting to the future City trail off of the City property adjacent to Outlot Z. There was discussion of a "trail" connecting to the trail; however, after further conversation, staff recommends the need for a sidewalk-width pathway because it is connecting only one neighborhood to the actual trail. The Commission also discussed the deferral of a sidewalk construction requirement along the west side of Lots 1 and 30. The sidewalk requirement will be delayed until future sidewalks or trails are installed along the east side of Pleasant Street. The builder will be required to pre-pay for the cost of a regular sidewalk; funds which can be used for a future sidewalk/trail construction project.

FUNDING SOURCE: NA

STAFF RECOMMENDATION:

The Planning and Zoning Commission reviewed the Park Side Estates Preliminary Plat at their September 26, 2022 meeting and recommends approval. The Commission discussed the need to relocate the pathway connecting to the future City trail off of the City property adjacent to Outlot Z. There was discussion of a "trail" connecting to the trail; however, after further conversation, staff recommends the need for a sidewalk-width pathway because it is connecting only one neighborhood to the actual trail. The Commission also discussed the deferral of a sidewalk construction requirement along the west side of Lots 1 and 30. The sidewalk requirement will be delayed until future sidewalks or trails are installed along the east side of Pleasant Street. The builder will be required to pre-pay for the cost of a regular sidewalk; funds which can be used for a future sidewalk/trail construction project.

Staff recommends approval of the Park Side Estates Preliminary Plat, subject to the Code clarification items included as part of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-213
2. Preliminary Plat

CITY OF BONDURANT
RESOLUTION NO. 220926-213

RESOLUTION APPROVING THE PARK SIDES ESTATES PRELIMINARY PLAT

WHEREAS, Snyder & Associates, Inc submitted the Park Sides Estates Preliminary Plat described as follows; AND

PARCEL "D" AS FILED IN BOOK 11290, PAGE 702 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE SOUTHWEST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST FO THE 5TH P.M., CITY OF BONDURANT, POLK COUNTY, IOWA EXCEPT PARK SIDE PLAT 2 AND EXCEPT PARCEL 2017-177 AS FILED IN BOOK 16514, PAGE 653 OF THE POLK COUNTY RECORDER'S OFFICE

WHEREAS the developer is Berkey Homebuilders Inc; AND

WHEREAS the preliminary plat area is zoned Planned Unit Development (R-5).

WHEREAS the Planning and Zoning Commission reviewed the Park Sides Estates Preliminary Plat during their meeting on September 22, 2022, and recommended approval subject to the City Code clarification items noted in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Park Sides Estates Preliminary Plat is hereby approved subject to the below City Code clarification items:

1. That the developer shall pay the public parkland dedication fee, as calculated after credit is given for the trail connection construction.
2. That the developer shall provide documentation of FEMA's LOMR approval.
3. That the developer shall update the preliminary plat based on V&K's review comments dated 9/12/2022 and any additional review comments provided by City Engineering, Public Works, or Emergency Services.
4. That the preliminary plat shall be updated to note that basements are required for all lots, as was required by the R-5 Rezoning Ordinance.
5. That the developer shall pay the Urban Service Area Sanitary Sewer Connection Fee District Fees and the 16th Street NE Water Main Connection Fee District Fees prior to Final Plat approval.
6. That Outlot Y and Outlot Z shall be privately owned and maintained.
7. That the preliminary plat is updated to show the east $\frac{1}{2}$ of the Pleasant Street NE right-of-way is 50'-wide.
8. If the proposed cul-de-sacs are longer than 600' a waiver must be granted.
9. The sidewalk requirement on the west side of Lots 1 and 30 will be delayed until future sidewalks or trails are installed along the east side of Pleasant Street. The builder will be required to pre-pay for the cost of a regular sidewalk; funds which can be used for a future sidewalk/trail construction project.

Passed this 26th day of September 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				

PARK SIDE ESTATES
PRELIMINARY PLAT

LEGEND

FEATURES	EXISTING	PROPOSED
Spot Elevation	X 1225.25	X 1225.25
Contour Elevation	X 1225	X 1225
Fence (Barbed, Field, Hog)	X	X
Fence (Chain Link)	//	//
Fence (Wood)	O	O
Fence (Silt)	O	O
Tree Line		
Tree Stump		
Deciduous Tree \\\ Shrub		
Coniferous Tree \\\ Shrub		
Communication		
Overhead Communication	OC(*)	OC
Fiber Optic	FO(*)	FO
Underground Electric	E(*)	E
Overhead Electric	OE(*)	OE
Gas Main with Size	G(*)	G
High Pressure Gas Main with Size	HPG(*)	HPG
Water Main with Size	W(*)	W
Sanitary Sewer with Size	S(*)	S
Duct Bank	DUCT(*)	DUCT
Test Hole Location for SUE w/ID		
(*) Denotes the survey quality service level for utilities		
Sanitary Manhole		
Storm Sewer with Size	ST(*)	ST
Storm Manhole		
Single Storm Sewer Intake		
Double Storm Sewer Intake		
Fire Hydrant		
Fire Hydrant on Building		
Water Main Valve		
Water Service Valve		
Well		
Utility Pole		
Guy Anchor		
Utility Pole with Light		
Utility Pole with Transformer		
Street Light		
Yard Light		
Electric Box		
Electric Transformer		
Traffic Sign		
Communication Pedestal		
Communication Manhole		
Communication Handhole		
Fiber Optic Manhole		
Fiber Optic Handhole		
Gas Valve		
Gas Manhole		
Gas Apparatus		
Fence Post or Guard Post		
Underground Storage Tank	UST	UST
Above Ground Storage Tank	AST	AST
Sign		
Satellite Dish		
Mailbox		
Sprinkler Head		
Irrigation Control Valve		

UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.
QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.
QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.
QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.
QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM THE IOWA ONE CALL DESIGN REQUEST SYSTEM, TICKET NUMBER 552205166.		
G1-GAS MAIN OE1-OVERHEAD ELECTRIC UE1-UNDERGROUND ELECTRIC	MIDAMERICAN ENERGY CRAIG RANFELD 515-252-6632 MECDSDDESIGNLOCATES@MIDAMERICAN.COM	BM500 N=7532409- E=18574184- Z=968.89 SET RAIL ROAD SPIKE IN POWER POLE LOCATED EAST SIDE PLEASANT DR. NE AT NW CORNER SITE. (AS SHOWN ON SURVEY)
NO RESPONSE	BONDURANT, CITY OF PATRICK COLLISON 515-971-6856 PCOLLISON@CITYOFBONDURANT.COM	BM501 N=7532294- E=18575458- Z=961.75 BURY BOLT ON HYDRANT LOCATED NORTH SIDE CREEK AT SE PROPERTY CORNER TO 930 MCINTOSH DR. SE. (AS SHOWN ON SURVEY)
CO1-COMMUNICATION	CENTURY LINK SADIE HULL 918-547-0147 SADIE.HULL@LUMEN.COM	
NO RESPONSE	MI-FIBER JACK JONES 515-897-9192 JACK@GRM.NET	
NO RESPONSE	MEDIACOM KEVIN COLLINS 515-246-6668 KCOLLINS1@MEDIACOMCC.COM	

BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

DATE OF SURVEY

AUGUST 01, 2022

CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 8 (IA-AMES-DSM)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP1	N=7532129.77 E=18574143.44 Z=967.60 SET MAG NAIL WEST EDGE PLEASANT ST. NE LOCATED +40' WEST OF POWER POLE AND +25' NE OF SPEED LIMIT 35 SIGN. (AS SHOWN ON SURVEY)
CP2	N=7532458.32 E=18574142.59 Z=969.69 SET MAG NAIL WEST EDGE PLEASANT ST. NE LOCATED +40' WEST OF SPLIT RAIL WOOD FENCE AND +50' NW OF POWER POLE. (AS SHOWN ON SURVEY)
CP3	N=7532237.32 E=18574894.54 Z=960.29 SET 1/2" REBAR WITH RED PLASTIC CAP LOCATED SOUTH CENTRAL SITE. (AS SHOWN ON SURVEY)
CP4	N=7532455.14 E=18575569.08 Z=960.10 SET CUT "X" ON TOP CURB LOCATED NORTH SIDE MCINTOSH DR. NE AT SE PROPERTY LINE TO HOUSE # 925, AND +- 50' NORTH OF MAILBOX CLUSTER. (AS SHOWN ON SURVEY)
CP5	N=7532817.08 E=18575282.98 Z=962.98 SET CUT "X" ON TOP CURB LOCATED SOUTH SIDE MCINTOSH DR. NE AT NORTH PROPERTY CORNER TO HOUSE # 1010, AND +- 5' NORTH OF HYDRANT. (AS SHOWN ON SURVEY)
CP6	N=7532372.31 E=18575762.86 Z=961.22 SET CUT "X" ON TOP CURB LOCATED NORTH SIDE MCINTOSH DR. NE AT SOUTHERN PROPERTY CORNER TO HOUSE #876. (AS SHOWN ON SURVEY)

LEGAL DESCRIPTION

PARCEL "D" AS FILED IN BOOK 11290, PAGE 702 OF THE POLK COUNTY RECORDER'S OFFICE BEING A PART OF THE SOUTHWEST 1/4 AND THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., CITY OF BONDURANT, POIK COUNTY, IOWA EXCEPT PARK SIDE PLAT 2 AND EXCEPT PARCEL 2017-177 AS FILED IN BOOK 16514, PAGE 653 OF THE POLK COUNTY RECORDER'S OFFICE.

OWNER/DEVELOPER

BERKEY HOMEBUILDERS INC
8538 NE 54TH AVE
ALTOONA, IA, 50009
(515)-967-3136

ENGINEER/SURVEYOR

SNYDER & ASSOCIATES, INC.
CONSULTING ENGINEERS & PLANNERS
2727 SW SNYDER BOULEVARD
ANKENY, IOWA 50023
(515)964-2020
ERIC CANNON, P.E.
ERIN GRIFFIN, PLS

ZONING

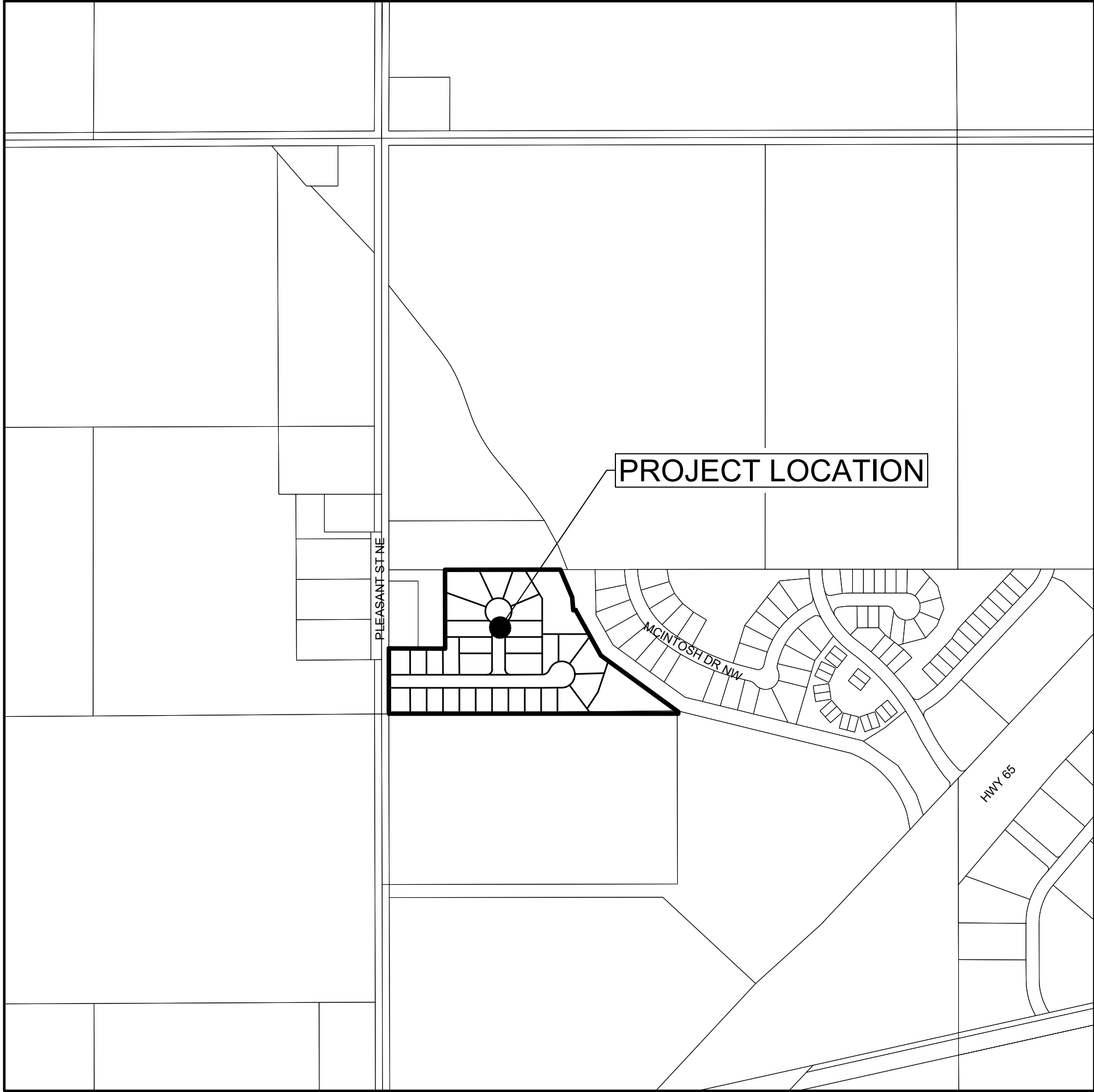
PUD R-5

BULK REGULATIONS:

MINIMUM LOT WIDTH = 75'
MINIMUM LOT AREA = 8,000 SF
FRONT YARD SETBACK = 30'
LOTS (1-13 & 28-30) REAR YARD SETBACK = 30'
LOTS (14-27) REAR YARD SETBACK = 35'
SIDE YARD SETBACK = 15/5' MIN. ONE SIDE (1 OR 1.5 STORY)
SIDE YARD SETBACK = 15/7' MIN. ONE SIDE (2 & 3 STORY)
MAXIMUM BUILDING HEIGHT (PRINCIPAL BUILDING 35' & ACCESSORY BUILDING 12')

NOTES

- CONSTRUCTION WITHIN THE AREA CURRENTLY SHOWN AS THE FEMA 100YR FLOODPLAIN IS SUBJECT TO ELEVATING LOTS ABOVE THE 100YR FLOODPLAIN AND FEMA'S LOMR-F APPROVAL



VICINITY MAP

PARK SIDE ESTATES

PRELIMINARY PLAT - TITLE SHEET

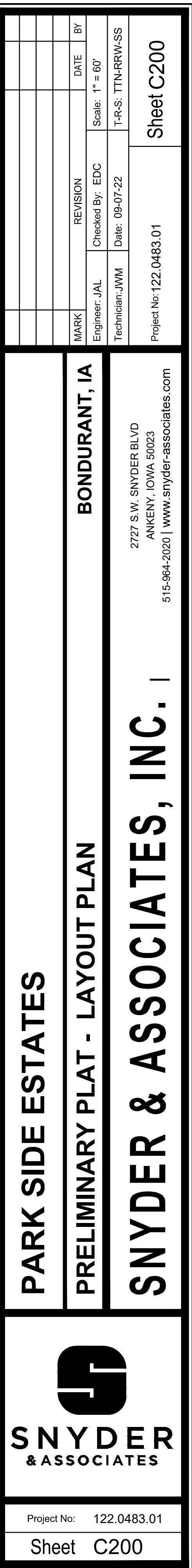
BONDURANT, IA

SNYDER & ASSOCIATES, INC. |



Project No: 122.0483.01

Sheet C100





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

Item No. 8.e.
For Meeting of 9/26/2022
Resolution

TITLE: - RETURN TO TABLE - Resolution approving Wisteria Crossing Preliminary Plat

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City Council tabled the Wisteria Crossing Preliminary Plat during their meeting on September 6, 2022 pending additional sanitary sewer information regarding the topic of basements. Attached is a memo from V&K indicating that based on existing area sanitary sewer depths, some but not all of this development area can accommodate basements. Staff feels the basement topic is beyond the scope this current Wisteria Crossing Preliminary Plat review, as this development area did not include a rezoning (which Iowa Code allows conditions as part of rezonings) and the development is meeting R-2 District requirements. The Building Bondurant Comprehensive Plan has a policy item related to basements. Following adoption of the Building Bondurant Comprehensive Plan, staff will begin researching the topic of basements in further detail to eventually potentially fold into the Zoning Code requirements at the district-level.

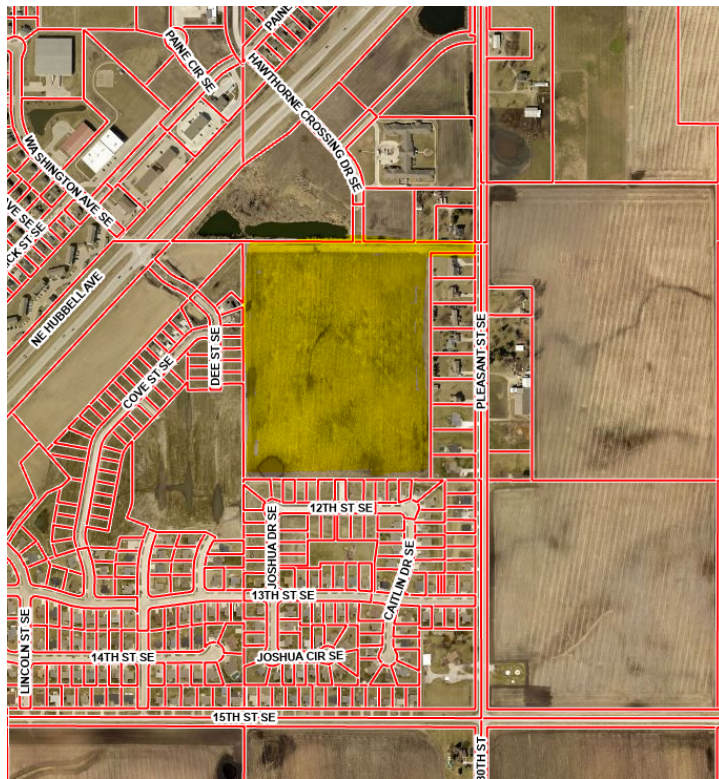
The Planning & Zoning Commission reviewed the Wisteria Crossing Preliminary Plat during their meetings on July 28, 2022, August 11, 2022, and August 25, 2022. During their meeting on August 25, 2022 the Commission voted on recommended approval with 3 voting in recommended approval, 3 abstaining from vote, and 1 absent.

The Wisteria Crossing Preliminary Plat developer is DR Horton. The preliminary plat was prepared by Stubbs Engineering. The attached Wisteria Crossing Preliminary Plat proposes 107 lots for single-family detached development with also a 1.64-acre public parkland area that has 10.77% street frontage. This preliminary plat also proposes a street connection out to Pleasant Street NE at this development area's northeast corner, as was previously requested by the Commission during their meetings on July 28th and August 11th.

The Commission tabled the Wisteria Crossing Preliminary Plat during their August 11th meeting due to an incomplete stormwater management report/analysis. An updated

stormwater management report/analysis was submitted by Stubbs Engineering on August 24th. Attached as part of this packet is a memo from Bob Veenstra, City Engineer, summarizing the attached stormwater management report. This memo notes the stormwater calculations and the updated preliminary plat show the concept for addressing the runoff from the rear yard areas located to the east of the east boundary of Wisteria Crossing. This memo also notes the overall concept presented by Stubbs Engineering to intercept and convey the runoff from the rear yards appears to be satisfactory. This memo also notes the level of detail submitted in the stormwater calculations for Wisteria Crossing is similar to the level of detail typically required by the City for a preliminary plat review.

The lots proposed meet the Medium Density Residential (R-2) District requirements. The preliminary plat proposes a 1.64-acre public park with 10.77% street frontage. This preliminary plat area is located north of Wisteria Heights Plat 6, east of Prairie Point View Plats 1 and 2, west of Fox Run Plat 1, and south of Hawthorne Crossing. The Wisteria Crossing Preliminary Plat development area is highlighted in yellow below.



When considering preliminary plat requests, the Planning & Zoning Commission and City Council should take into account the following: the Comprehensive Plan/Future Land use Map, Zoning, Parkland Dedication, Streets, Pedestrian Connections, Utilities, the FEMA Floodplain, the City's Stream Buffer Ordinance, and Comments from City Officials and Private Utilities.

Comprehensive Plan/Future Land Use Map - the proposed single-family detached

use is consistent with both the 2012 Future Land Use Map and the City's draft 2022 Future Land Use Map.

Zoning - this property is currently zoned as Medium Density Residential (R-2), so no rezoning is necessary as part of the development review/approval process. The submitted preliminary plat options show the minimum R-2 lot size requirement of 7,500 SF will be met. The preliminary plat shows and notes that all interior lots will be at least 65'-wide, which meets minimum R-2 lot width requirements. The preliminary plat options show/note that corner lots must be at least 80', which meets minimum Subdivision Code requirements for corner lots.

Parkland Dedication - 107 lots requires that at least 161 acres of public parkland be established. The preliminary plat shows 1.64 acres are proposed. 10.77% of this park's boundary will front the public street, which meets the Subdivision Code requirement of 10%.

Streets - the City Engineer has indicated that development of single-family lots within this Wisteria Crossing development area will not require a formal Traffic Impact Study due to the number of existing street connections proposed. This Wisteria Crossing subdivision will tie into the Prairie Point View subdivision to the west, the Wisteria Heights Plat 6 subdivision to the south, the Hawthorne Crossing subdivision to the north, and out to Pleasant Street SE to the east. .

Pedestrian Connections - sidewalks will be constructed on the residential lots at the time the lots are constructed. The developer will be responsible for installing public sidewalks along the detention basin street frontage and also along the public parkland street frontage. No public trail areas as proposed within this Wisteria Crossing development area, as the 2013 Parks, Trails, & Greenways Master Plan does not show any future trail connections through this development area.

Utilities - the Wisteria Crossing Preliminary Plat shows water mains to be constructed along all of the streets. The Wisteria Crossing Preliminary Plat shows a public sanitary sewer main along all of the streets. The Wisteria Crossing Preliminary Plat shows a detention basin located on Outlot Y - this Outlot Y will be privately owned and maintained. The updated stormwater management report has been received.

FEMA Floodplain - this development area is not within the 100-year floodplain.

Stream Buffer Ordinance - this development area is not subject to the City's Stream Buffer Ordinance.

Comments from City Officials and Utilities- Per Section 180.04.10 of the Subdivision Code, City Departments, private utilities, the Bondurant-Farrar Community School District, and the Post Office were notified of this preliminary plat for comment. Below is a summary of comments received:

- City Engineering - Bob Veenstra, City Engineer, reviewed and provided review comments to Stubbs Engineering. The attached resolution factors into account City Engineering's review comments.
- Public Works - reviewed and agreed with City Engineering's review comments.
- Emergency Services - reviewed and noted no concerns.
- Northern Natural Gas - reviewed and noted no conflicts with the development proposed.
- Windstream - reviewed and provided a map of their area facilities.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission reviewed the Wisteria Crossing Preliminary Plat during their meetings on July 28, 2022, August 11, 2022, and August 25, 2022. During their meeting on August 25, 2022 the Commission voted on recommended approval with 3 voting in recommended approval, 3 abstaining from vote, and 1 absent.

Staff recommends approval of the attached resolution approving the Wisteria Crossing Preliminary Plat. **The development proposed meets the R-2 District requirements and is consistent with the Future Land Use Map.**

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220906-192
2. Wisteria Crossing Preliminary Plat
3. V&K Memo - Stormwater
4. Wisteria Crossing Storm Water Calculations
5. Wisteria Crossing Sanitary Sewer Analysis

CITY OF BONDURANT
RESOLUTION NO. 220906-192

RESOLUTION APPROVING THE WISTERIA CROSSING PRELIMINARY PLAT

WHEREAS, Stubbs Engineering submitted the Wisteria Crossing Preliminary Plat described as follows; AND

A PORTION OF THE WEST ½ OF THE SE ¼ OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: OUTLOT Y OF PRAIRIE POINT VIEW PLAT 1, AN OFFICIAL PLAT AS RECORDED IN BOOK 18253, PAGE 331, POLK COUNTY IOWA.

WHEREAS, the developer is DR Horton; AND

WHEREAS, the preliminary plat area is zoned Medium Density Residential (R-2).

WHEREAS, the Planning and Zoning Commission reviewed the Wisteria Crossing Preliminary Plat during their meeting on July 28, 2022 and recommended approval subject to the City Code clarification items noted in the resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Wisteria Crossing Preliminary Plat is hereby approved subject to the below City Code clarification items:

- 1.) That any additional preliminary plat review comments provided by City Engineering, Public Works, and Emergency Services shall be addressed with a resubmitted preliminary plat.
- 2.) That the developer shall be responsible for installing public sidewalks adjacent to any outlot at the time each outlot area is developed.

Passed this 6th day of September 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				

UTILITY NOTE:

UTILITIES LOCATIONS ARE TAKEN FROM PUBLIC RECORDS AND FIELD SURVEYS. THE SURVEYOR AND ENGINEER MAKE NO GUARANTEE THAT ALL UTILITIES IN THE AREA ARE SHOWN. THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH IF ANY ADDITIONAL UTILITIES OTHER THAN THE ONES SHOWN ON THE PLANS ARE PRESENT IN THE FIELD.

LEGAL DESCRIPTIONS:

A PORTION OF THE WEST ½ OF THE SE ¼ OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IA, MORE PARTICULARLY DESCRIBED AS: OUTLOT Y OF PRAIRIE POINT VIEW PLAT 1, AN OFFICIAL PLAT AS RECORDED IN BOOK 18253, PAGE 331, POLK COUNTY, IOWA.

ZONING:

R-2 MEDIUM DENSITY RESIDENTIAL

SITE AREA:

32.123 ACRES (1,399,276.4 SQ FT)

BULK REGULATIONS:

R-2
MINIMUM LOT AREA: 7,500 SQ. FT.
10,000 SQ. FT. FOR TWO FAMILY DWELLINGS
ADD 2,000 SQ. FT. FOR EACH ADDITIONAL UNIT
MINIMUM LOT WIDTH: 65 FT. SINGLE FAMILY
85 FT. TWO FAMILY
ADD 20 FT. FOR EVERY ADDITIONAL UNIT
80 FT. FOR CORNER LOTS

SETBACKS:

FRONT YARD: 30 FT.
SIDE YARD: 15 FT. TOTAL SIDE YARD, 5 FT. MIN ON EACH SIDE, 1 & 1½ STORIES
15 FT. TOTAL SIDE YARD, 7 FT. MIN ON EACH SIDE, 2 & 3 STORIES
REAR YARD: 35 FT.

HEIGHT:

MAXIMUM HEIGHT: 35 FT.
MAXIMUM NUMBER OF STORIES: 3 STORIES

PRELIMINARY PLAT
FOR
WISTERIA CROSSING
BONDURANT, IA

PREPARED BY
STUBBS ENGINEERING

VICINITY MAP



SHEET INDEX:

- 1 - COVER SHEET
- 2 - LOT LAYOUT
- 3 - LOT LAYOUT
- 4 - GRADING & UTILITIES
- 5 - GRADING & UTILITIES

OWNER:

MOORE INVESTMENTS INC
4211 NE BELLAGIO CIR
ANKENY, IA 50021
CONTACT: RICHARD E MOORE

DEVELOPER:

DR HORTON
1910 SW PLAZA SHOPS LN
ANKENY, IA 50023
CONTACT: JOSH MOULTON
PHONE: (515) 620-4240

ENGINEER:

STUBBS ENGINEERING
431 NE 72ND ST
PLEASANT HILL, IA 50327
CONTACT: BRANDEN STUBBS
PHONE: (515) 979-8499

WISTERIA CROSSING
BONDURANT, IA

STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979 - 8499



COVER SHEET

LEGEND:

- E W- EXISTING WATER
- E ST- EXISTING STORM
- E SS- EXISTING SANITARY
- P W- PROPOSED WATER
- P ST- PROPOSED STORM
- P SS- PROPOSED SANITARY
- ⦿ FIRE HYDRANT
- ⦿ WATER MAIN VALVE
- ⦿ STORM INTAKE
- ⦿ STORM FLARED END
- ⦿ STORM MANHOLE
- ⦿ SANITARY MANHOLE
- ⦿ STREET LIGHT



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

BRANDEN W. STUBBS, P.E. DATE

LICENSE NUMBER 5335

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022

PAGES OR SHEETS COVERED BY THIS SEAL:

DATE: 08.19.22

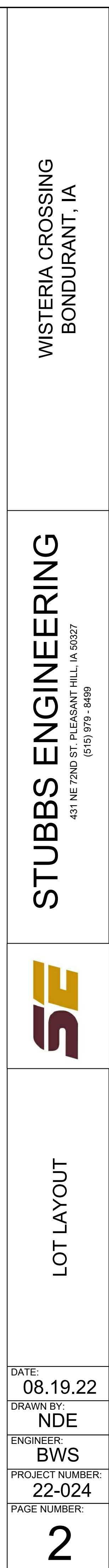
DRAWN BY: NDE

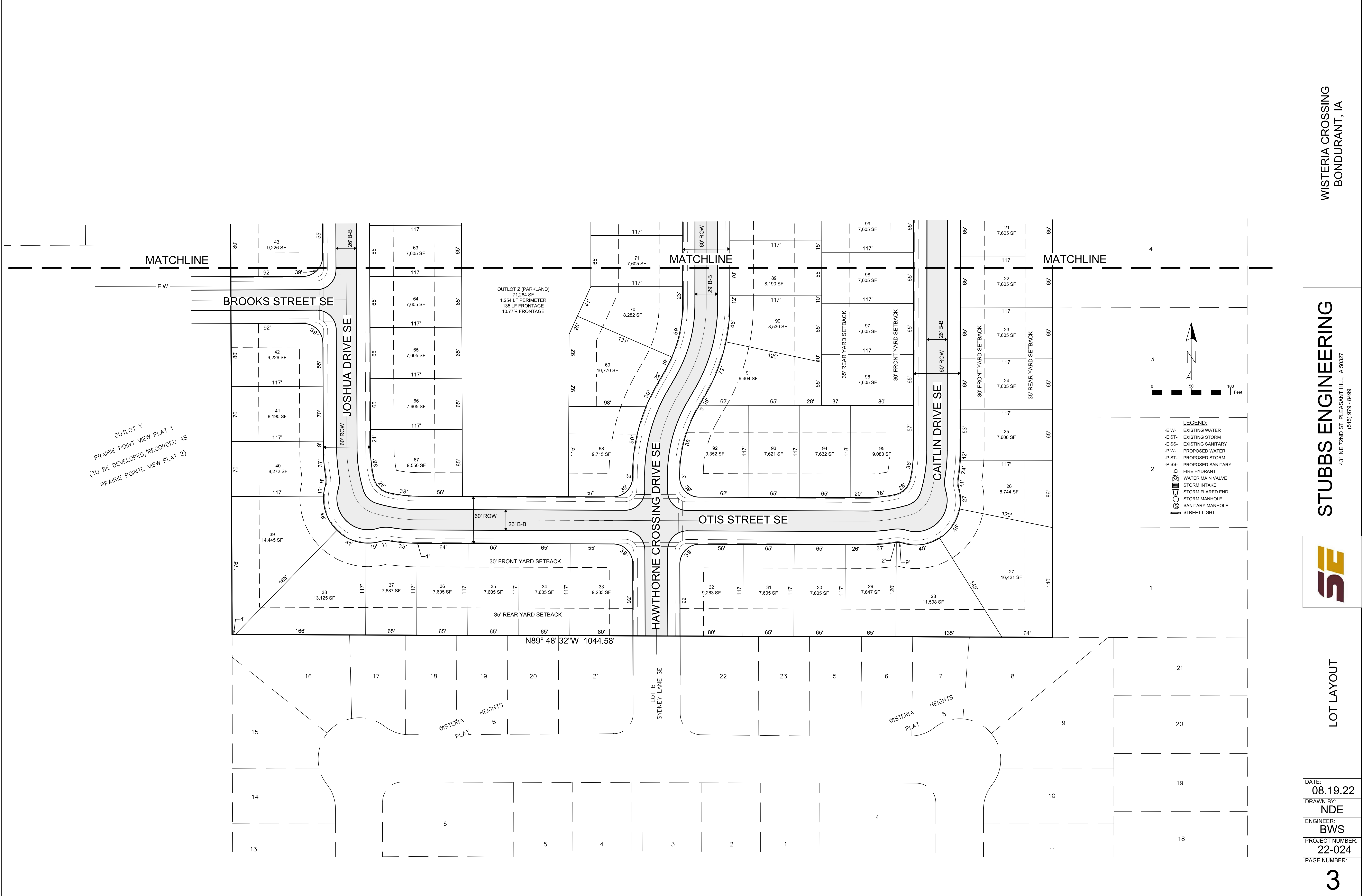
ENGINEER: BWS

PROJECT NUMBER: 22-024

PAGE NUMBER:

1





WISTERIA CROSSING
BONDURANT, IA

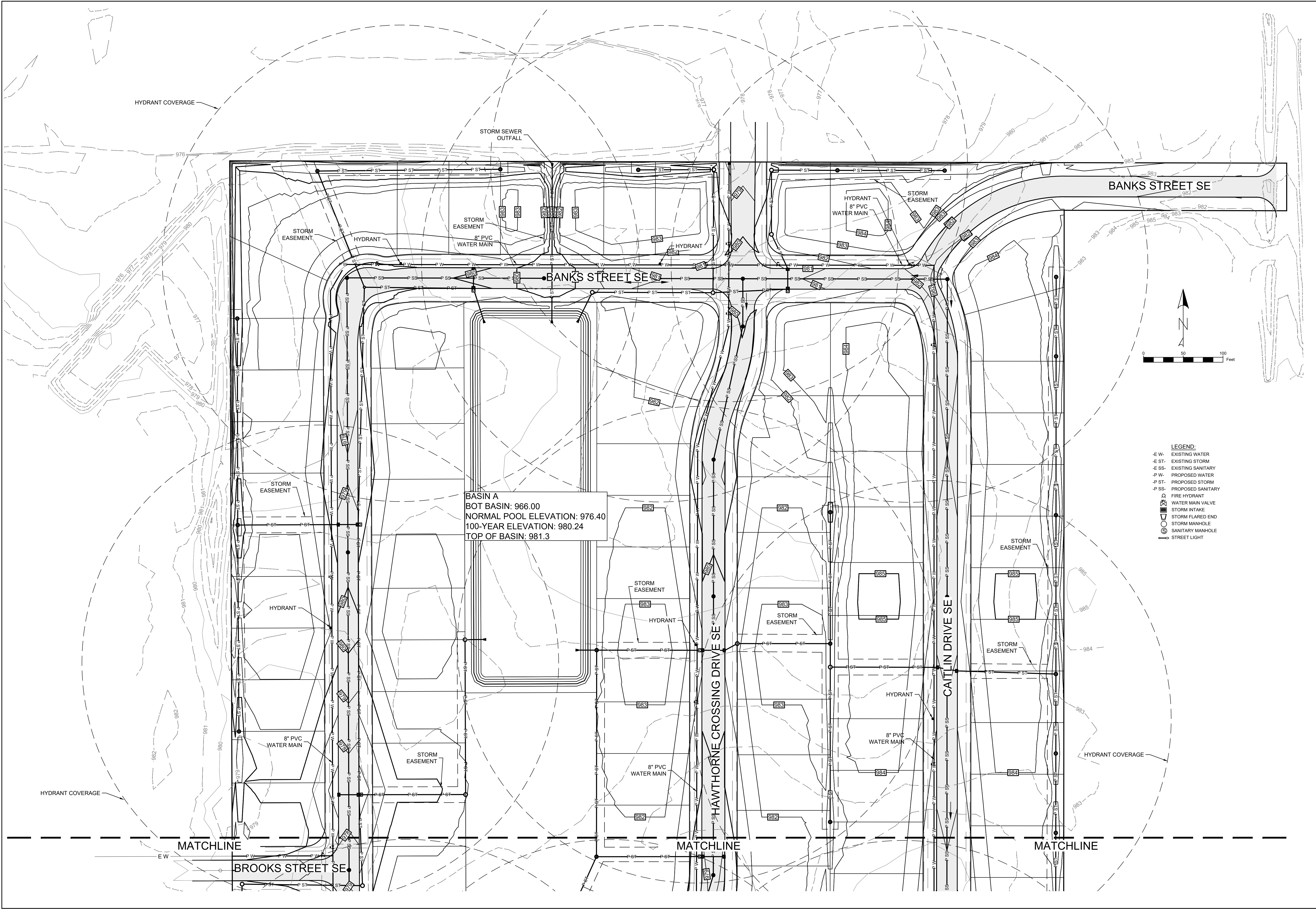
STUBBS ENGINEERING
431 NE 72ND ST. PLEASANT HILL, IA 50327
(515) 979-8499



LOT LAYOUT

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ENGINEER: BWS
PROJECT NUMBER: 22-024
PAGE NUMBER:

3



WISTERIA CROSSING
BONDURANT, IA

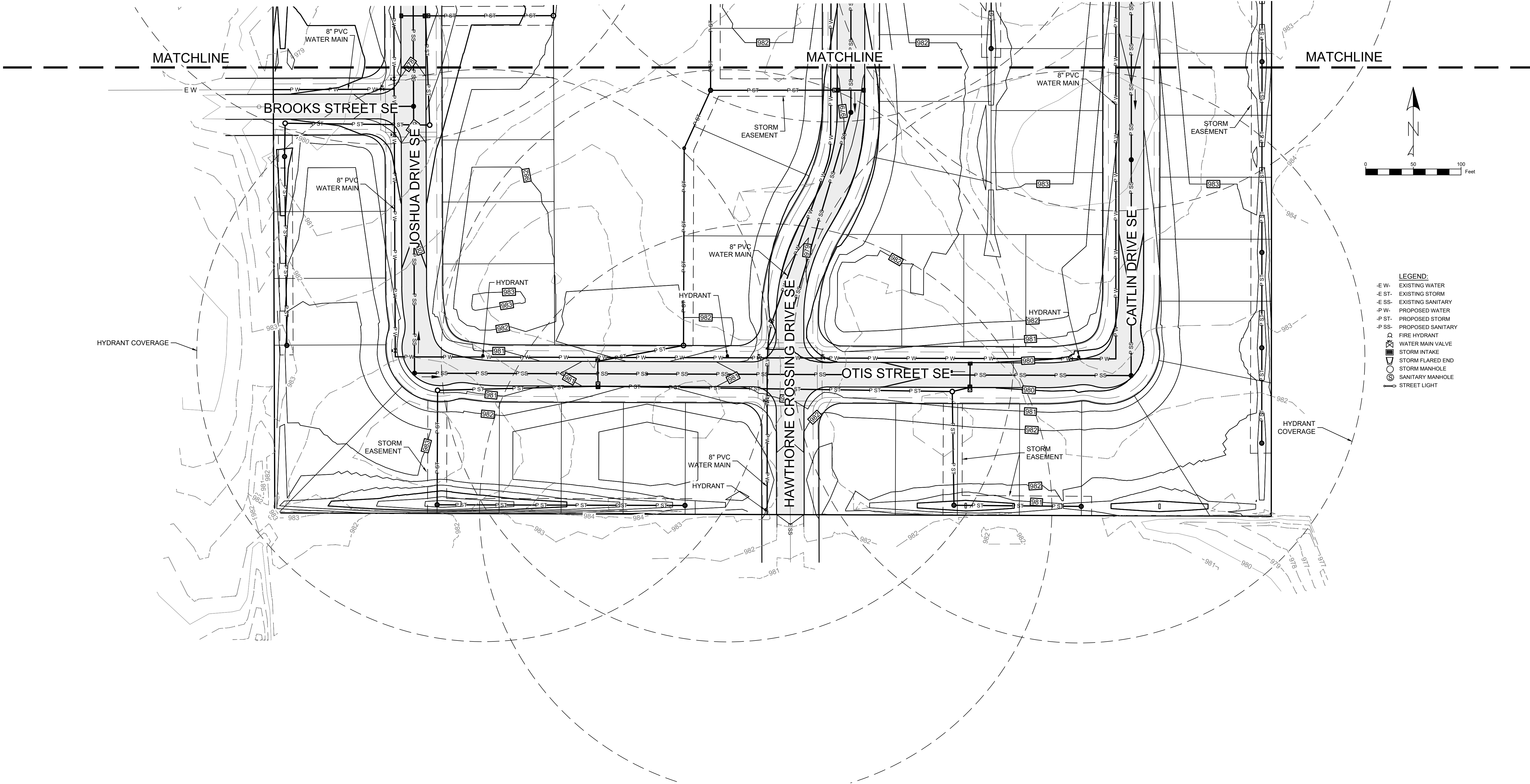
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GRADING & UTILITIES

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PAGE NUMBER:

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- LEGEND:
- E W- EXISTING WATER
 - E ST- EXISTING STORM
 - E SS- EXISTING SANITARY
 - P W- PROPOSED WATER
 - P ST- PROPOSED STORM
 - P SS- PROPOSED SANITARY
 - ⊗ FIRE HYDRANT
 - ⊕ WATER MAIN VALVE
 - ⊞ STORM INTAKE
 - ⊞ STORM FLARED END
 - ⊞ STORM MANHOLE
 - ⊞ SANITARY MANHOLE
 - ⊞ STREET LIGHT

WISTERIA CROSSING
BONDURANT, IA

STUBBS ENGINEERING
431 NE 72ND ST. PLEASANT HILL, IA 50327
(515) 979-8499



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DATE: 08.19.22
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PROJECT NUMBER: 22-024
PAGE NUMBER:

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August 25, 2022

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

BONDURANT, IOWA
WISTERIA CROSSING PRELIMINARY PLAT
STORMWATER CALCULATIONS

The writer has completed a preliminary review of the Stormwater Calculations that were submitted on August 24, 2022 for the Wisteria Crossing project. The calculations evaluate the requirements for stormwater detention and set forth the concept plan for addressing stormwater throughout the Wisteria Crossing development.

The stormwater calculations and the updated preliminary plat show the concept for addressing runoff from the rear yard areas located to the east of the east boundary of Wisteria Crossing. The concept plan involves the construction of a continuous north south swale into which the surface runoff would flow. Low flows would be absorbed into the ground and collected in a perforated under drain. Larger volumes of runoff would be captured in intakes located at low points in the swale. This concept for collecting the rear yard stormwater drainage is similar to the concept used in several recent subdivisions. The overall concept presented by Stubbs Engineering to intercept and convey the runoff from the rear yards to the east appears to be satisfactory.

The level of detail submitted in the stormwater calculations for Wisteria Crossing is similar to the level of detail typically required by the City for preliminary plat. The level of detail normally includes the sizing of the stormwater detention basin, the determination of the outlet flow, outlet location and the concept for collecting stormwater drainage within and adjacent to the subdivision. What is not typically included is the detailed sizing of individual storm sewer pipes. The individual storm sewer pipes are typically not designed at this stage in the process. The storm sewer pipes and sizing are submitted for review as part of the construction plan review.

For the Wisteria Crossing stormwater calculations there is no detailed information on the size, capacity or elevation of individual reaches of storm sewer. It is assumed that information will be provided as part of the storm sewer calculations.

The details regarding the storm sewer sizing and hydraulic analysis would normally be reviewed at the construction plan stage if Wisteria Crossing moves forward that level of detail would be required as part of the construction plan review. The review of the construction plans is to confirm the system as designed performs as portrayed in the original stormwater drainage report or stormwater calculations.

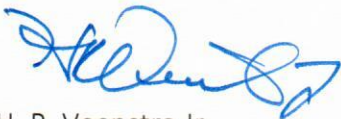
With respect to the specifics of the stormwater calculations the following is noted:

1. Onsite stormwater drainage is calculated for the 32 acre Wisteria Crossing site.
2. The predevelopment runoff during a 5 year recurrence interval storm is 37.61 cfs.
3. The stormwater analysis for the onsite area was based on a CN of 71. The offsite area to the east was evaluated based on a CN of 74. These assumptions appear reasonable.
4. The stormwater analysis was undertaken using TR55 model. This method of analysis is satisfactory under SUDAS.
5. The stormwater calculations identify offsite areas contributing flow including the offsite areas to the east. In a 100 year recurrence interval storm event the offsite contributing flow is 12.59 cfs.
6. All of the stormwater is routed to a single stormwater detention basin.
7. The allowable release rate from the site is 50.20 cfs, or the total of the 37.61 cfs from the onsite area and 12.59 cfs from the offsite area that is routed in an undetained manner.
8. The proposed release rate from the site is 49.97 cfs. The 49.97 cfs release rate would be satisfactory as it is less than the allowable 50.20 cfs.
9. The release pipe from the stormwater detention basin is routed northerly and discharges overland to a low area located just north of Wisteria Crossing.
10. The low lying area to the north generally extends westerly almost to the NE Hubbell right-of-way.
11. As part of previous comments, the writer noted Stubbs Engineering should confirm the outlet area to the north is satisfactory.
12. As part of the final stormwater analysis Stubbs Engineering will need to confirm whether there are any areas that do not naturally flow toward the release point proposed by Stubbs Engineering.

13. The detention basin includes an overflow section. Any basin overtopping would be routed northerly to the discharge area to the north of the site.
14. The preliminary plat shows a single wet bottom detention basin.
15. The pool elevation in the detention basin is 976.40.
16. In a 100 year storm event the maximum water surface elevation in the stormwater detention basin is 980.24, or an increase of 3.84 feet above the pool elevation.
17. The rear yard elevations to the east of the southeast corner of the site are in the range of 982 to 983. In a 100 year storm event there is approximately two feet of head available between the rear yard areas and the maximum hydraulic grade line in the detention basin. The storm sewers that will be designed as part of the construction plans need to recognize this limitation.
18. The preliminary plat indicates the overflow elevation for the detention basin is 981.30 or 1.06 feet above the maximum 100 year pond elevation. The City normally requires one foot of freeboard. The preliminary plat and stormwater calculations would indicate this level of freeboard is provided.
19. The stormwater detention calculations indicate at the maximum stage in a 100 year storm event the stored volume of flow in the detention basin will be approximately 245,000 cubic feet.

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

VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:rdp
4285 - 131

Cc: Marketa Oliver, City of Bondurant
John Horton, City of Bondurant

STORM WATER CALCULATIONS

FOR

WISTERIA CROSSING

BONDURANT, IOWA

VICINITY MAP:



PREPARED BY:

STUBBS ENGINEERING

431 NE 72ND ST, PLEASANT HILL, IA 50327

August 24, 2022

Table 1: Runoff Summary

Runoff Recurrence Interval	Pre-Development Peak Discharge (cfs)	Post-Development Peak Discharge (cfs)	Contributing Offsite Discharge (cfs)
5 yr	37.61	84.63	4.38
100 yr	118.968.8	199.82	12.59

Table 2: Allowable Release Rate

Allowable Release Rate (cfs)		On Site Pre-Developed Peak Discharge Rate – 5 yr		Contributing Off Site Developed Peak Discharge – 100 yr
50.20	=	37.61	+	12.59

Table 3: Proposed Release Rate

Proposed Release Rate (cfs)		Post-Developed Detained Peak Discharge Rate – 100 yr
49.97	=	49.97

*Offsite discharge routed through proposed storm sewer & basins.

Pre-Development Runoff Analysis

Watershed Area

Square shaped 32-acre farm ground located South of Hubbell Avenue and North of 12th Street and West of Pleasant Street. The existing site has varying slopes from 1-3%, sloping in different directions. The existing catchment map in the appendix depicts with contours how the southeast corner of the site is a low point. The southwest corner is also a low area. And the site generally slopes northward to the existing offsite pond.

Time of Concentration

The time of concentration was calculated using TR-55 as performed by AutoCAD Civil 3D. Time of concentrations shown in the Appendix.

Precipitation Model

The precipitation model and rainfall duration for the design storm was simulated using TR-55 as performed in Autodesk Storm and Sanitary Analysis 2019 based on the 5-year, 24-hour storm duration for total rainfall amounts from Table 2B-2.06: Section 5 – Central Iowa per Iowa Statewide Urban Design and Specifications (SUDAS).

Soil Type

The effective curve number used for pre-development runoff analysis was 71 based on soil type of Class C in a meadow terrain. Curve number 74 is used for offsite basins as they are grassed areas.

Runoff Method

The method used to project runoff and peak discharge was TR-55.



Post-Development Runoff Analysis

Eastern Property(s) Drainage Concern

The designed swale along the eastern property line sits lower than the grades along the property line. There is a perforated flat storm pipe with 2-feet of pea gravel that will have intakes within low points of the swale. This perforated pipe connects to the RCP infrastructure onsite that outfalls to the retention pond. The perforated pipe will have minor storm event flows while larger storm events may overland flow to a rear yard intake.

Watershed Area

The proposed development consists of single-family lots with a centrally located park and retention pond. Swales with intakes perimeter the site. The onsite retention pond will feature an inverted outfall pipe that will outfall to the pond to the north. The retention pond will have an emergency spillway located on the north side of the pond.

Time of Concentration

The time of concentration was calculated using TR-55 as performed by AutoCAD Civil 3D. 15-minute minimum time of concentration was used.

Precipitation Model

The precipitation model and rainfall duration for the design storm was simulated using the Modified Rational Method as performed in Autodesk Storm and Sanitary Analysis 2019 based on the 100-year, 24-hour storm duration for total rainfall amounts from Table 2B-2.06: Section 5 – Central Iowa per Iowa Statewide Urban Design and Specifications (SUDAS).

Runoff Method

The method used to project runoff and peak discharge was TR-55 for basin sizing.

Results for basin sizing are shown in the Appendix.

References

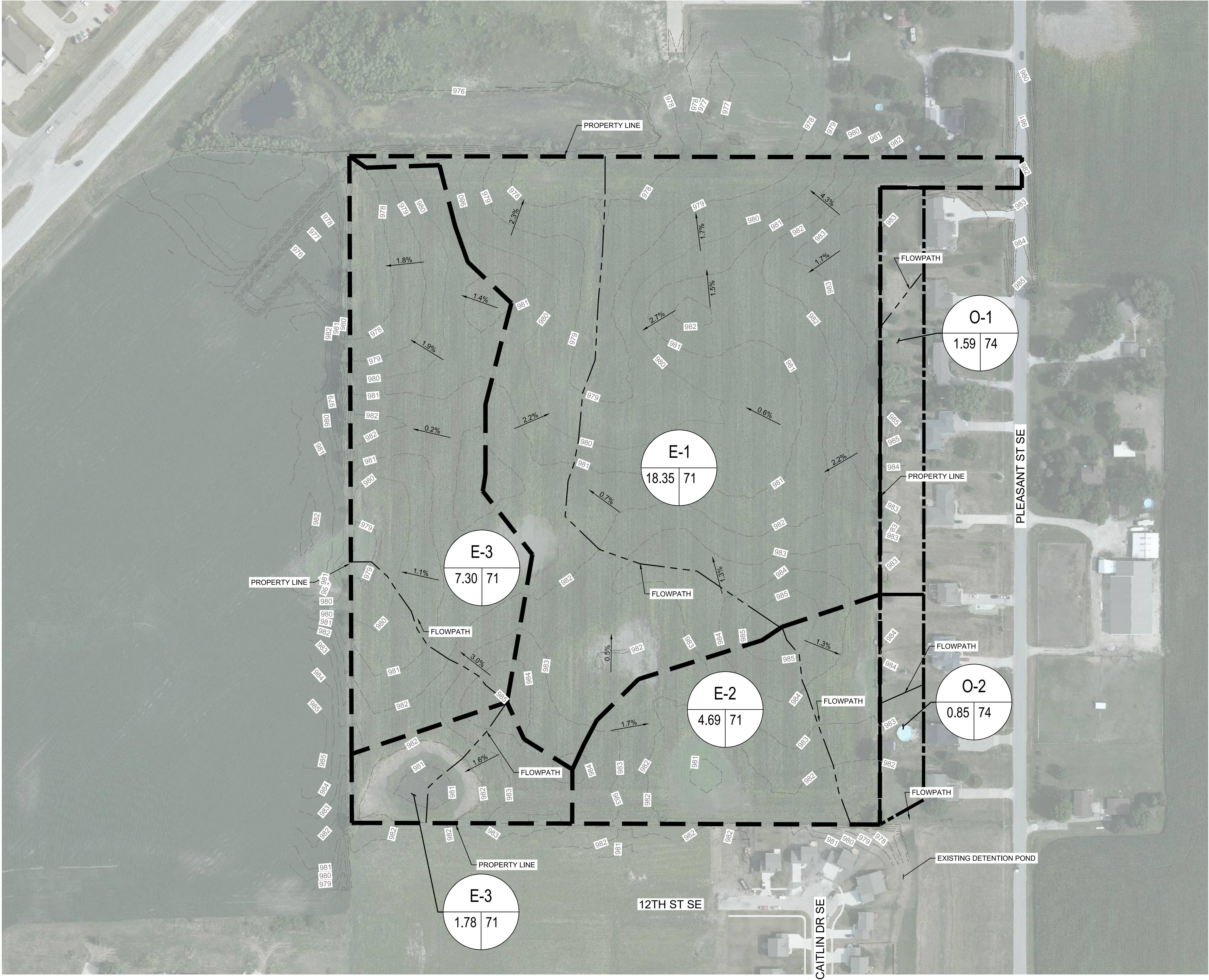
Statewide Urban Design and Specifications. Edition 2022.

Iowa Stormwater Management Manual. October 2009.

Appendix



STORM WATER REPORT
FOR
WISTERIA CROSSING



0100200

Feet

CATCHMENT NAME

*E-1

6.885

CATCHMENT AREA (ACRES)

CATCHMENT CURVE NUMBER

*NOTE

EXISTING BASINS DENOTED WITH AN "E" PREFIX.
OFFSITE EXISTING BASINS DENOTED WITH A "O" PREFIX.

LEGEND:

CATCHMENT BOUNDARY

OFFSITE CATCHMENT BOUNDARY

FLOWPATH

Bondurant, IA

STUBBS ENGINEERING

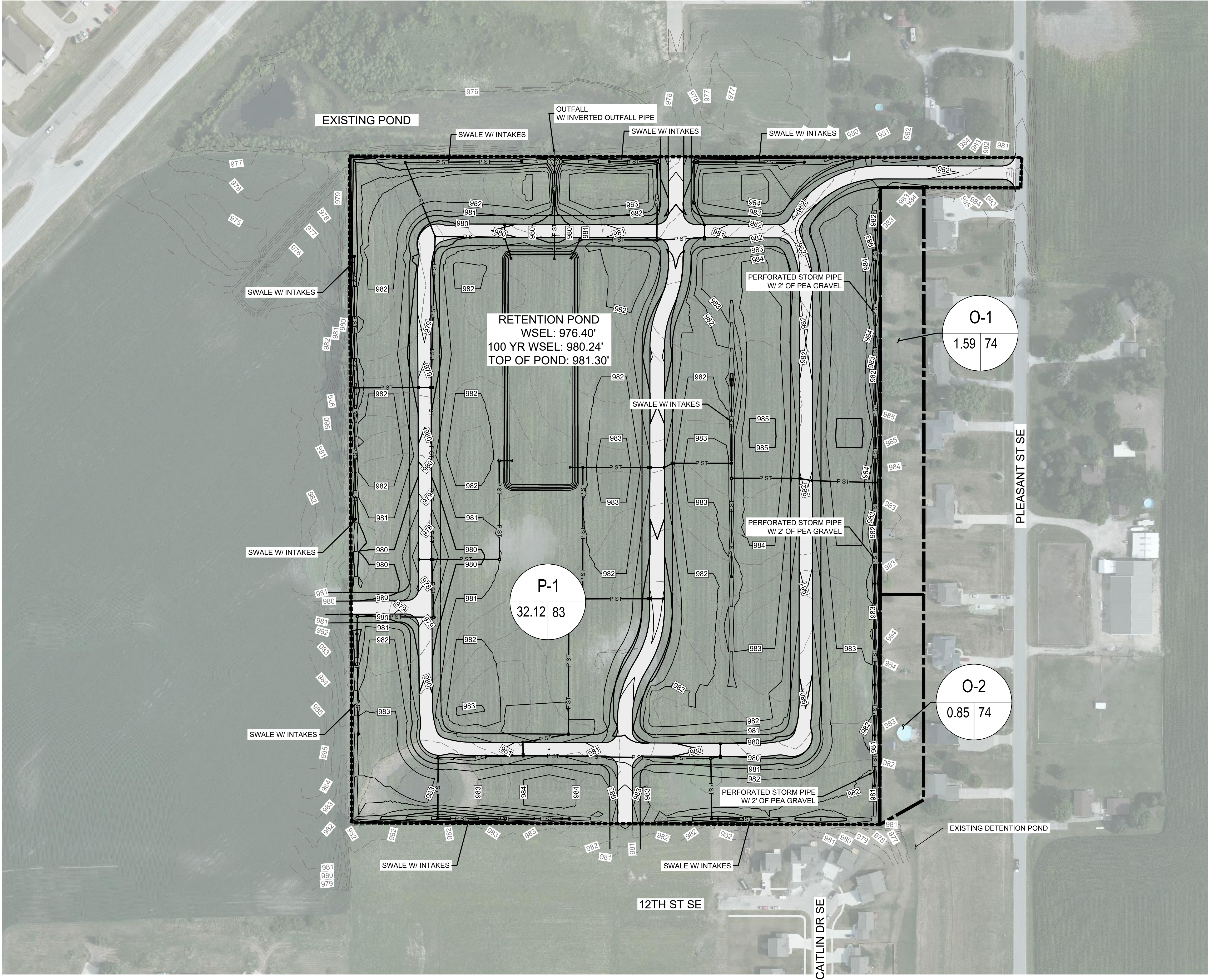
EXISTING CATCHMENT
MAP

DATE:
08/24/22
DRAWN BY:
NDE
ENGINEER:
BWS
PROJECT NUMBER:
22-024
PAGE NUMBER:

1

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STORM WATER REPORT
FOR
WISTERIA CROSSING



CATCHMENT NAME

***P-1**

CATCHMENT AREA (ACRES)

6.8

CATCHMENT CURVE NUMBER

85

***NOTE**

PROPOSED BASINS DENOTED WITH A "P" PREFIX.
OFFSITE BASINS DENOTED WITH A "O" PREFIX.

LEGEND:

CATCHMENT BOUNDARY

OFFSITE CATCHMENT BOUNDARY

Bondurant, IA

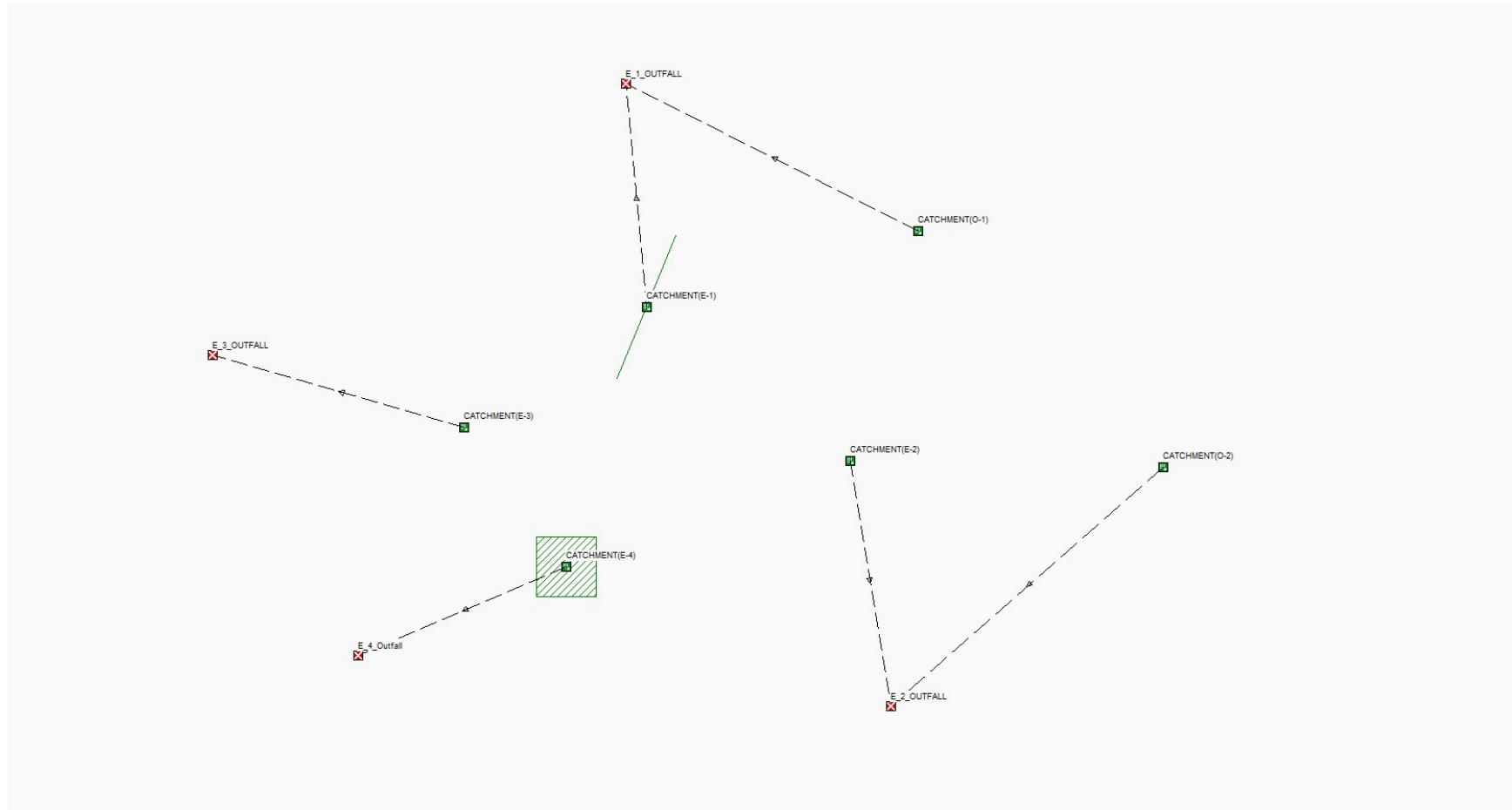
STUBBS ENGINEERING



PROPOSED CATCHMENT
MAP

DATE: 08/24/22
DRAWN BY: NDE
ENGINEER: BWS
PROJECT NUMBER: 22-024
PAGE NUMBER:

WISTERIA CROSSING - EXISTING BASIN CALCULATIONS



Project Description

File Name Existing Calcs.SPF

Project Options

Flow Units CFS
Elevation Type Elevation
Hydrology Method SCS TR-55
Time of Concentration (TOC) Method SCS TR-55
Link Routing Method Hydrodynamic
Enable Overflow Ponding at Nodes YES
Skip Steady State Analysis Time Periods .. NO

Analysis Options

Start Analysis On Apr 08, 2019 00:00:00
End Analysis On Apr 09, 2019 00:00:00
Start Reporting On Apr 08, 2019 00:00:00
Antecedent Dry Days 0 days
Runoff (Dry Weather) Time Step 0 01:00:00 days hh:mm:ss
Runoff (Wet Weather) Time Step 0 00:05:00 days hh:mm:ss
Reporting Time Step 0 00:05:00 days hh:mm:ss
Routing Time Step 30 seconds

Number of Elements

	Qty
Rain Gages	7
Subbasins.....	6
Nodes.....	4
<i>Junctions</i>	0
<i>Outfalls</i>	4
<i>Flow Diversions</i>	0
<i>Inlets</i>	0
<i>Storage Nodes</i>	0
Links.....	0
<i>Channels</i>	0
<i>Pipes</i>	0
<i>Pumps</i>	0
<i>Orifices</i>	0
<i>Weirs</i>	0
<i>Outlets</i>	0
Pollutants	0
Land Uses	0

Rainfall Details

SN	Rain Gage ID	Data Source	Data Source ID	Rainfall Type	Rain Units	State	County	Return Period (years)	Rainfall Depth (inches)	Rainfall Distribution
1		Time Series	5-Year	Cumulative	inches	None	None	5	3.81	SCS Type II 24-hr

Subbasin Summary

SN	Subbasin ID	Area (ac)	Peak Rate Factor	Weighted Curve Number	Total Rainfall (in)	Total Runoff (in)	Total Runoff Volume (ac-in)	Peak Runoff (cfs)	Time of Concentration (days hh:mm:ss)
1	CATCHMENT(E-1)	18.35	484.00	71.00	3.81	1.27	23.23	16.60	0 00:37:38
2	CATCHMENT(E-2)	4.69	484.00	71.00	3.81	1.27	5.94	7.16	0 00:15:00
3	CATCHMENT(E-3)	7.30	484.00	71.00	3.81	1.27	9.24	11.14	0 00:15:00
4	CATCHMENT(E-4)	1.78	484.00	71.00	3.81	1.27	2.25	2.71	0 00:15:00
5	CATCHMENT(O-1)	1.60	484.00	74.00	3.81	1.46	2.33	2.86	0 00:15:00
6	CATCHMENT(O-2)	0.85	484.00	74.00	3.81	1.46	1.24	1.52	0 00:15:00

Node Summary

SN	Element ID	Element Type	Invert Elevation	Ground/Rim (Max) Elevation	Initial Water Elevation	Surcharge Elevation	Ponded Area	Peak Inflow	Max HGL Elevation Attained	Max Surcharge Depth Attained	Min Freeboard Attained	Time of Peak Flooding Occurrence	Total Flooded Volume	Total Time Flooded
			(ft)	(ft)	(ft)	(ft)	(ft²)	(cfs)	(ft)	(ft)	(ft)	(days hh:mm)	(ac-in)	(min)
1	E_1_OUTFALL	Outfall	0.00					0.00	0.00					
2	E_2_OUTFALL	Outfall	0.00					0.00	0.00					
3	E_3_OUTFALL	Outfall	0.00					0.00	0.00					
4	E_4_Outfall	Outfall	0.00					0.00	0.00					

Subbasin Hydrology

Subbasin : CATCHMENT(E-1)

Input Data

Area (ac)	18.35
Peak Rate Factor	484.00
Weighted Curve Number	71.00
Rain Gage ID	5-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
Meadow	18.35	C	71.00
Composite Area & Weighted CN	18.35		71.00

Time of Concentration

TOC Method : SCS TR-55

Sheet Flow Equation :

$T_c = (0.007 * ((n * L_f)^{0.8})) / ((P^{0.5}) * (S_f^{0.4}))$

Where :

- Tc = Time of Concentration (hr)
- n = Manning's roughness
- Lf = Flow Length (ft)
- P = 2 yr, 24 hr Rainfall (inches)
- Sf = Slope (ft/ft)

Shallow Concentrated Flow Equation :

- V = 16.1345 * (Sf^0.5) (unpaved surface)
- V = 20.3282 * (Sf^0.5) (paved surface)
- V = 15.0 * (Sf^0.5) (grassed waterway surface)
- V = 10.0 * (Sf^0.5) (nearly bare & untilled surface)
- V = 9.0 * (Sf^0.5) (cultivated straight rows surface)
- V = 7.0 * (Sf^0.5) (short grass pasture surface)
- V = 5.0 * (Sf^0.5) (woodland surface)
- V = 2.5 * (Sf^0.5) (forest w/heavy litter surface)
- Tc = (Lf / V) / (3600 sec/hr)

Where:

- Tc = Time of Concentration (hr)
- Lf = Flow Length (ft)
- V = Velocity (ft/sec)
- V = Velocity (ft/sec)

Channel Flow Equation :

- $V = (1.49 * (R^{2/3}) * (S_f^{0.5})) / n$
- R = Aq / Wp
- Tc = (Lf / V) / (3600 sec/hr)

Where :

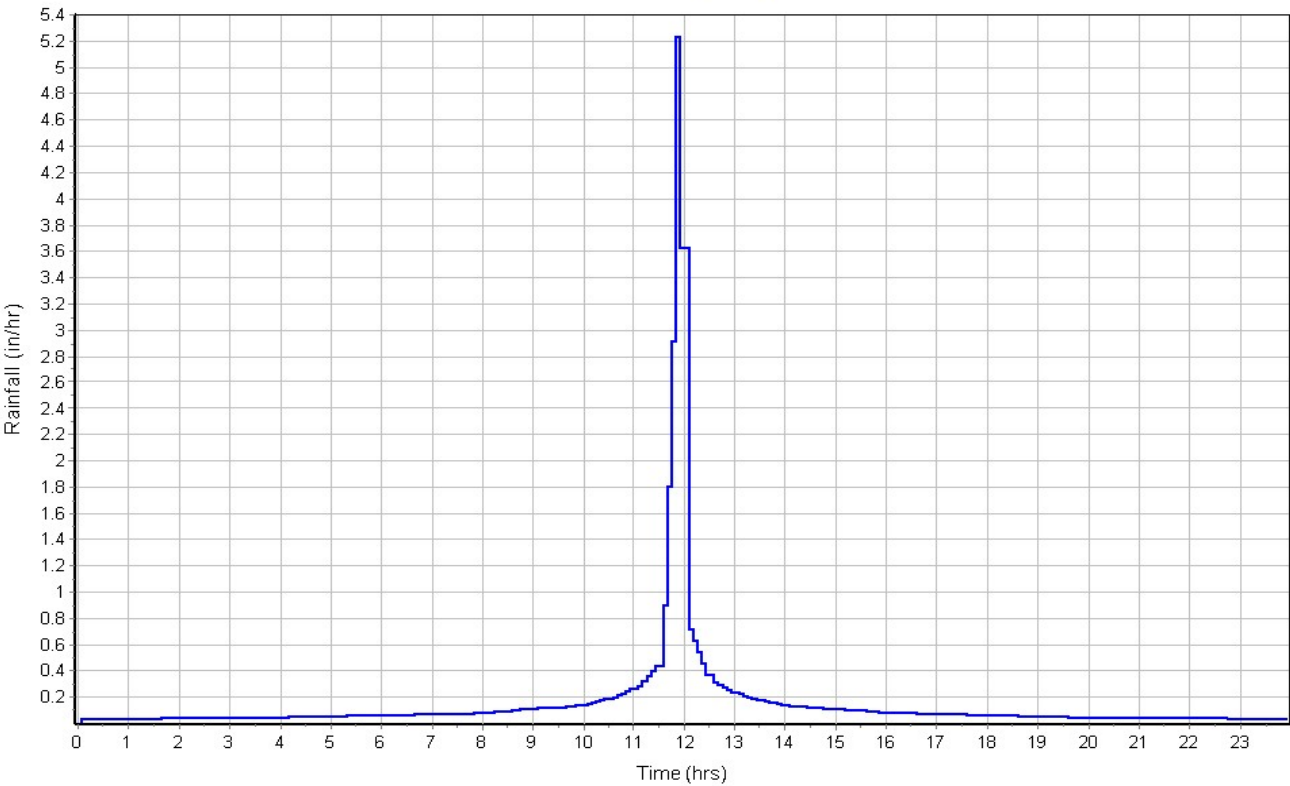
- Tc = Time of Concentration (hr)
- Lf = Flow Length (ft)
- R = Hydraulic Radius (ft)
- Aq = Flow Area (ft²)
- Wp = Wetted Perimeter (ft)
- V = Velocity (ft/sec)
- Sf = Slope (ft/ft)
- n = Manning's roughness

	Subarea	Subarea	Subarea
	A	B	C
Sheet Flow Computations			
Manning's Roughness :	0.24	0.00	0.00
Flow Length (ft) :	100	0.00	0.00
Slope (%) :	1.5	0.00	0.00
2 yr, 24 hr Rainfall (in) :	3.08	0.00	0.00
Velocity (ft/sec) :	0.10	0.00	0.00
Computed Flow Time (min) :	16.32	0.00	0.00
	Subarea	Subarea	Subarea
	A	B	C
Shallow Concentrated Flow Computations			
Flow Length (ft) :	1100	0.00	0.00
Slope (%) :	1.5	0.00	0.00
Surface Type :	Grass pasture	Unpaved	Unpaved
Velocity (ft/sec) :	0.86	0.00	0.00
Computed Flow Time (min) :	21.32	0.00	0.00
Total TOC (min)	37.64		

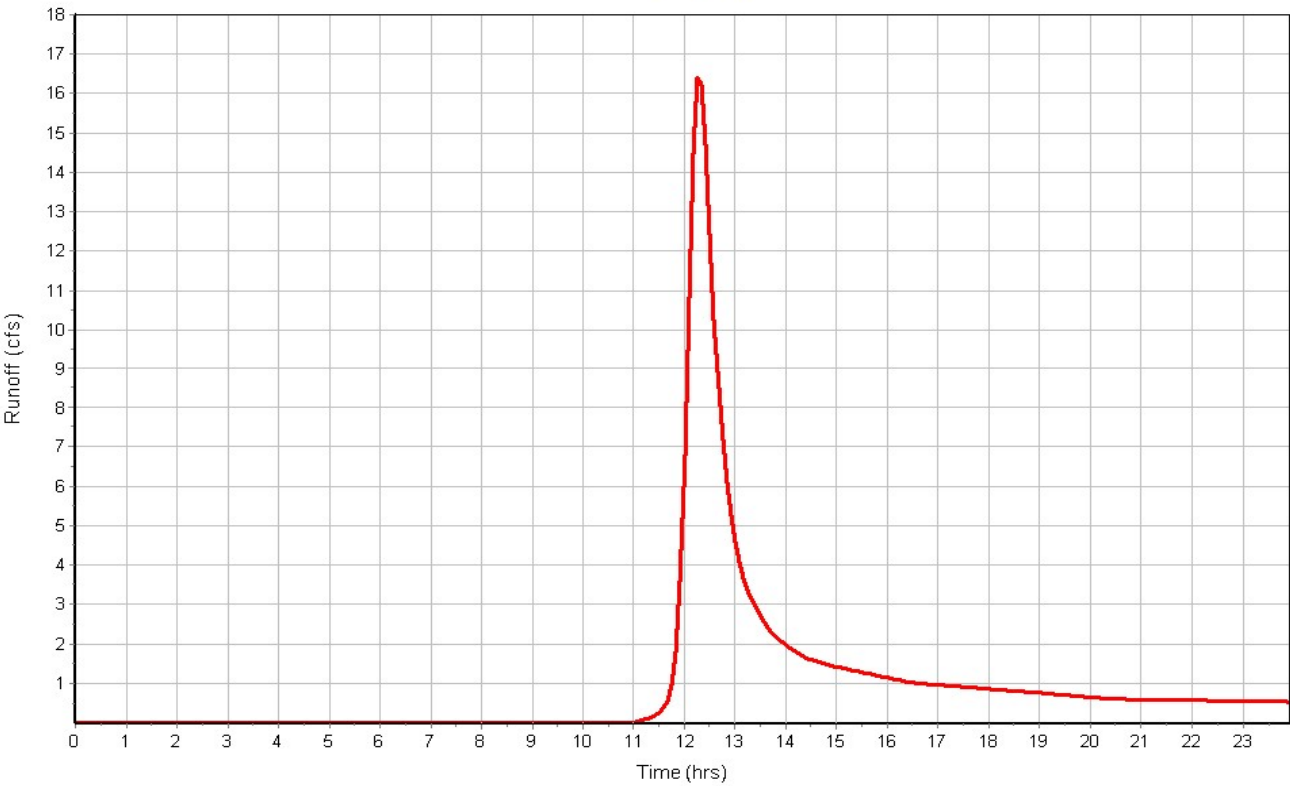
Subbasin Runoff Results

Total Rainfall (in)	3.81
Total Runoff (in)	1.27
Peak Runoff (cfs)	16.60
Weighted Curve Number	71.00
Time of Concentration (days hh:mm:ss)	0 00:37:38

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(E-2)

Input Data

Area (ac) 4.69
Peak Rate Factor 484.00
Weighted Curve Number 71.00
Rain Gage ID 5-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
Meadow	4.69	C	71.00
Composite Area & Weighted CN	4.69		71.00

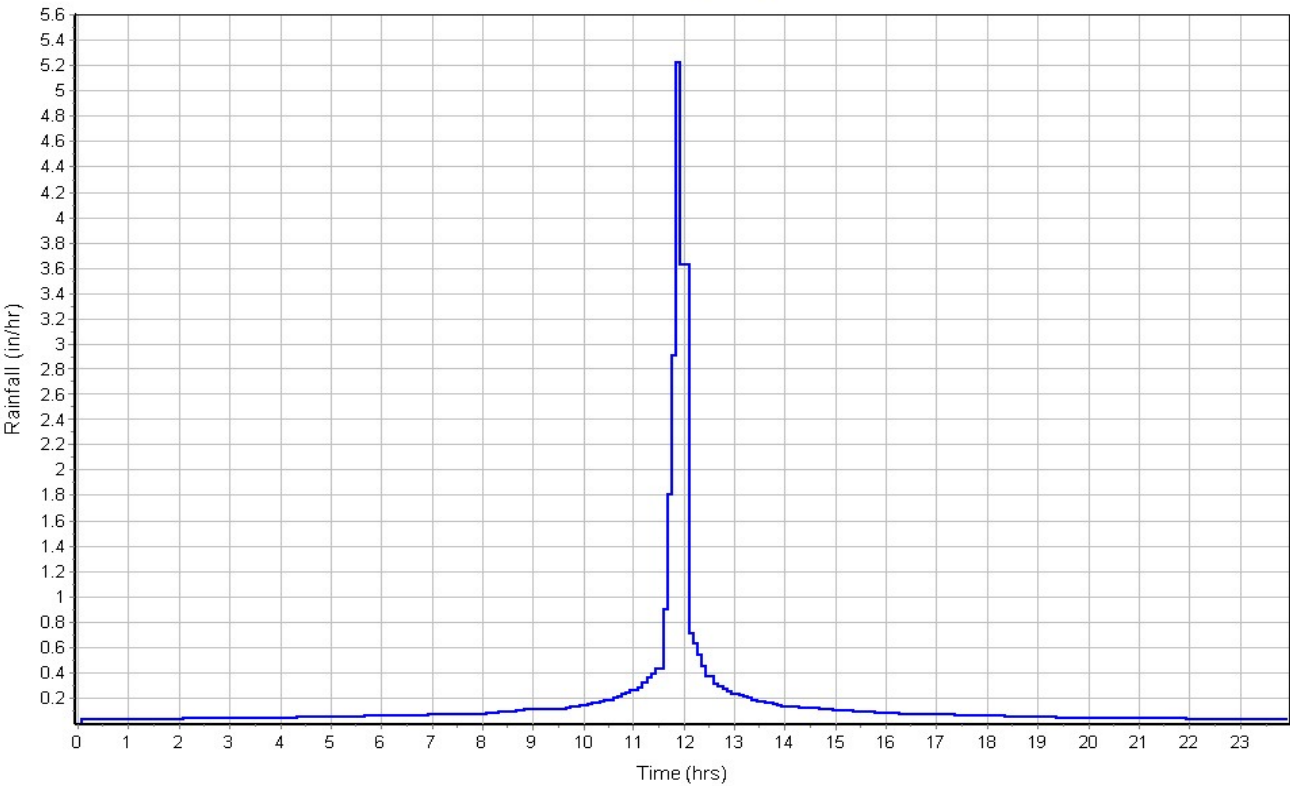
Time of Concentration

User-Defined TOC override (minutes): 15.00

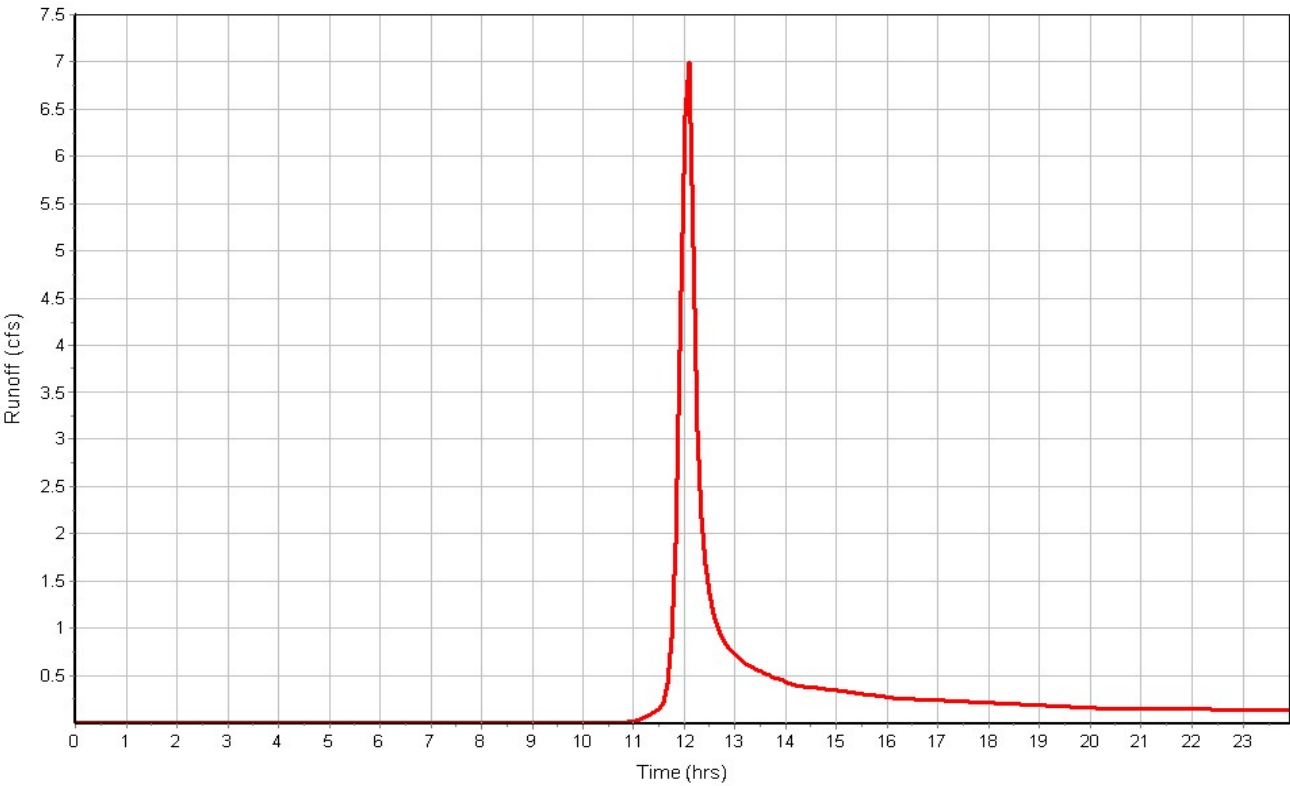
Subbasin Runoff Results

Total Rainfall (in) 3.81
Total Runoff (in) 1.27
Peak Runoff (cfs) 7.16
Weighted Curve Number 71.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(E-3)

Input Data

Area (ac) 7.30
Peak Rate Factor 484.00
Weighted Curve Number 71.00
Rain Gage ID 5-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
Meadow	7.30	C	71.00
Composite Area & Weighted CN	7.30		71.00

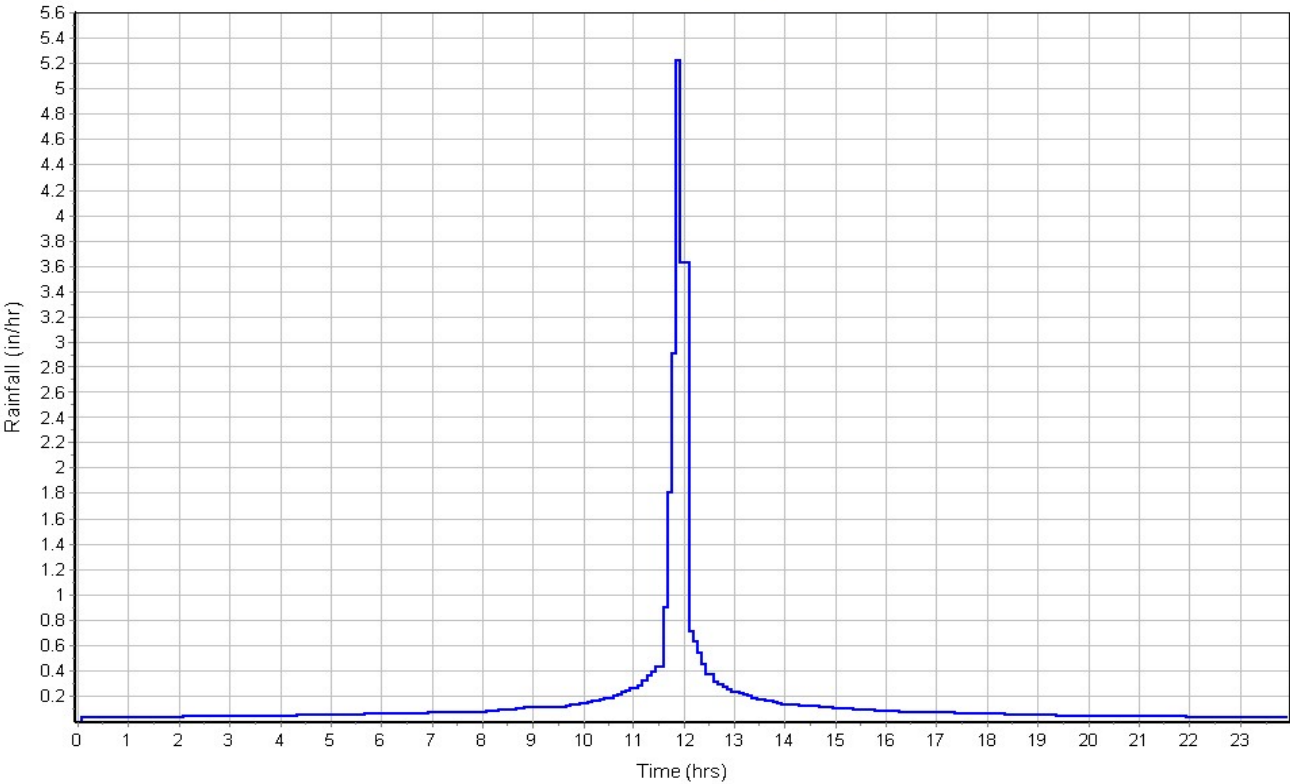
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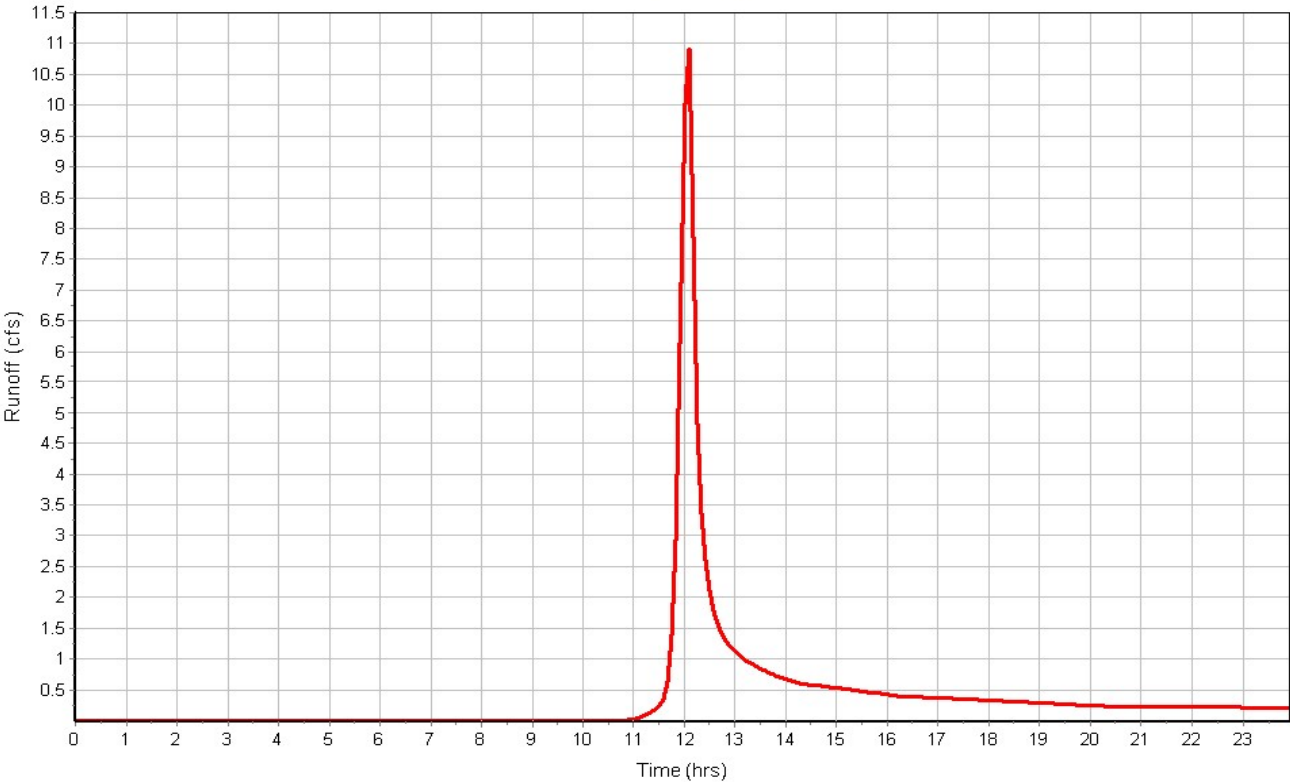
Subbasin Runoff Results

Total Rainfall (in) 3.81
Total Runoff (in) 1.27
Peak Runoff (cfs) 11.14
Weighted Curve Number 71.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(E-4)

Input Data

Area (ac) 1.78
Peak Rate Factor 0.00
Weighted Curve Number 71.00
Rain Gage ID 5-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
Meadow	1.78	C	71.00
Composite Area & Weighted CN	1.78		71.00

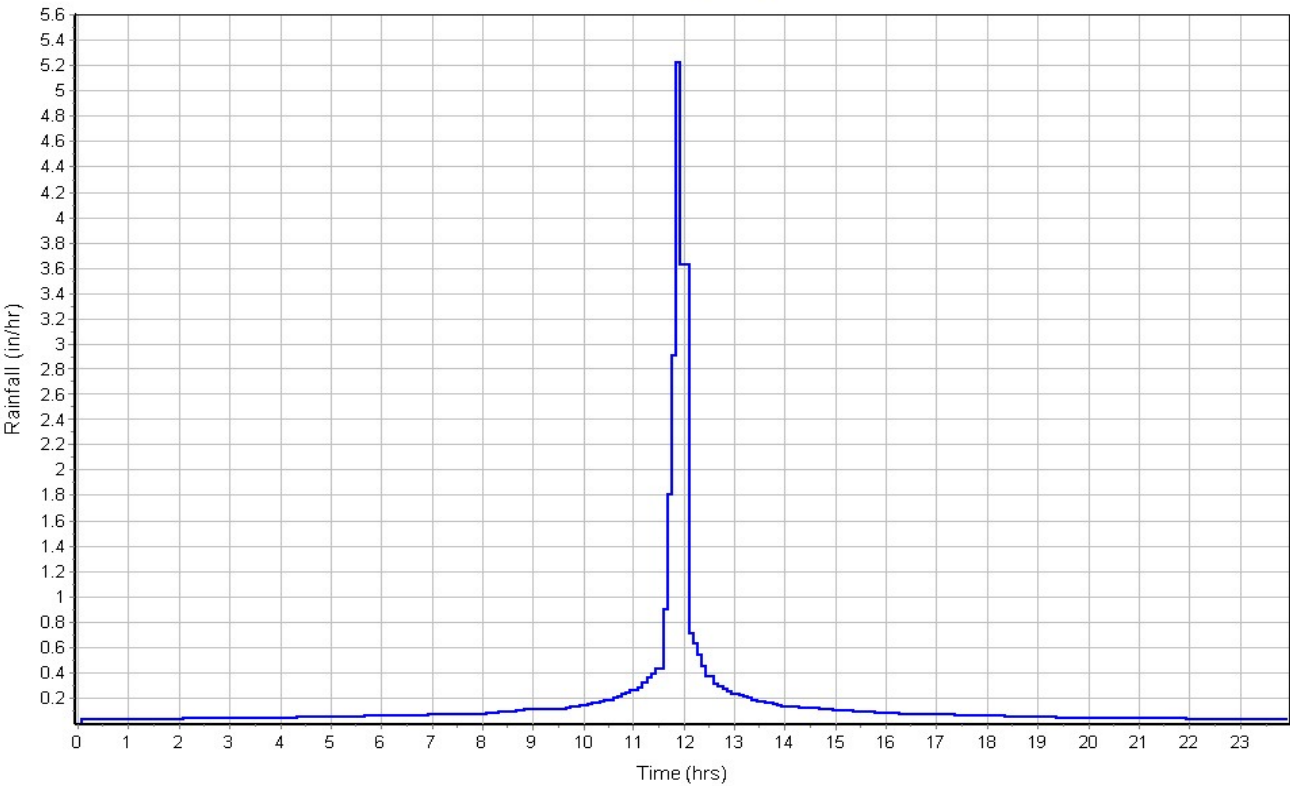
Time of Concentration

User-Defined TOC override (minutes): 15.00

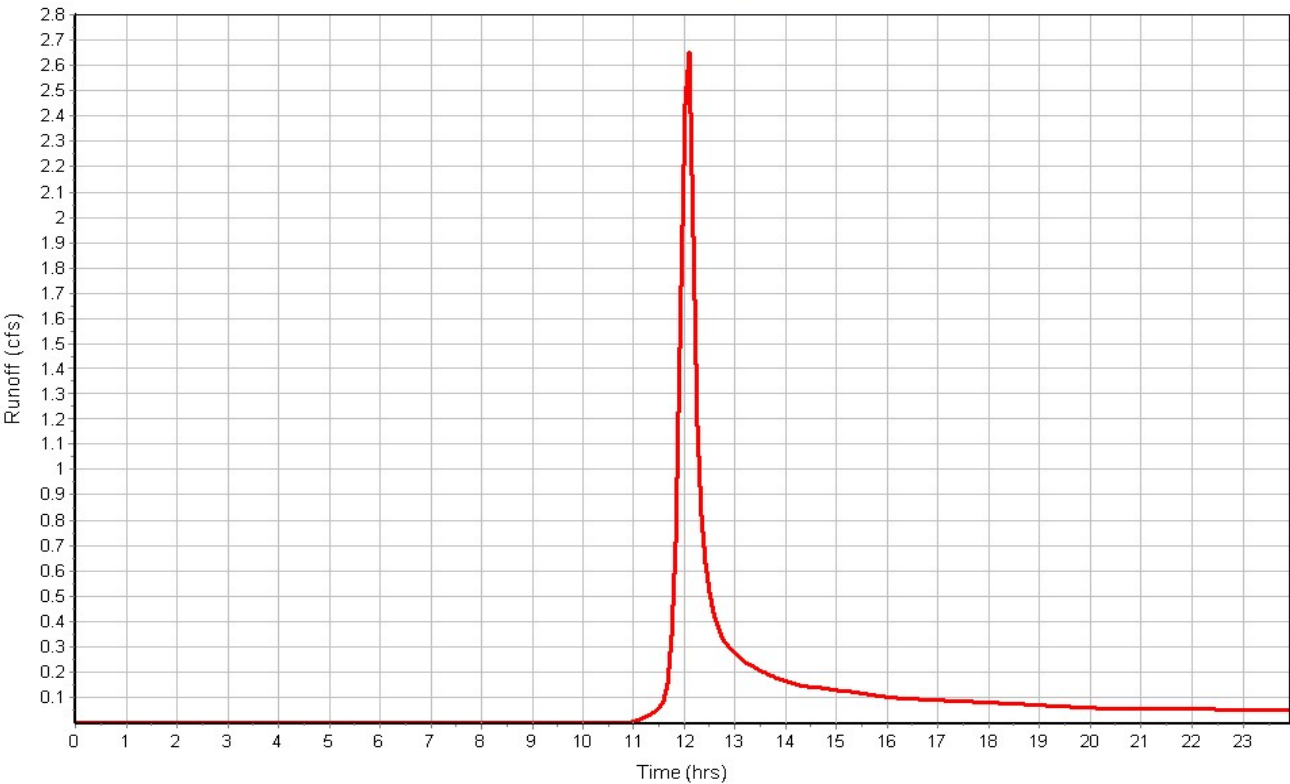
Subbasin Runoff Results

Total Rainfall (in) 3.81
Total Runoff (in) 1.27
Peak Runoff (cfs) 2.71
Weighted Curve Number 71.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(O-1)

Input Data

Area (ac) 1.60
Peak Rate Factor 484.00
Weighted Curve Number 74.00
Rain Gage ID 100-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
OffsiteBackYardsGrassed	1.60	C	74.00
Composite Area & Weighted CN	1.60		74.00

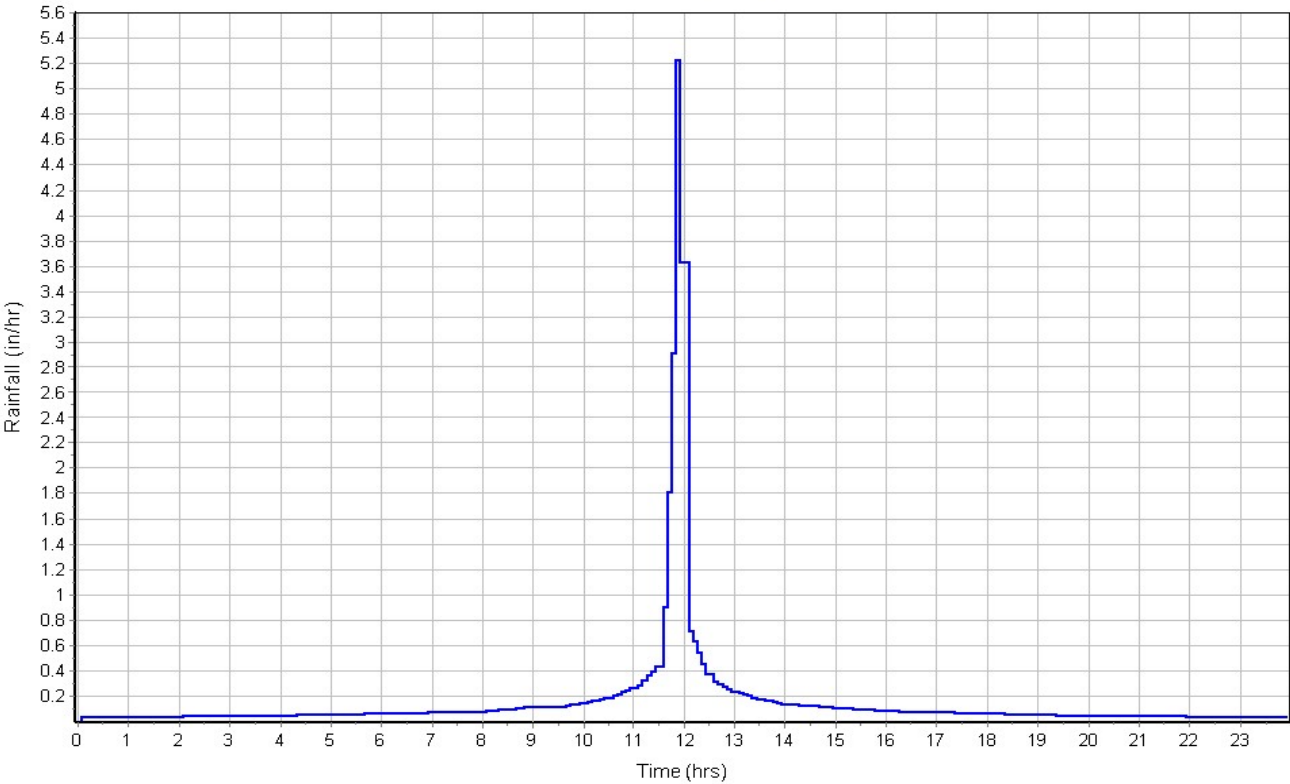
Time of Concentration

User-Defined TOC override (minutes): 15

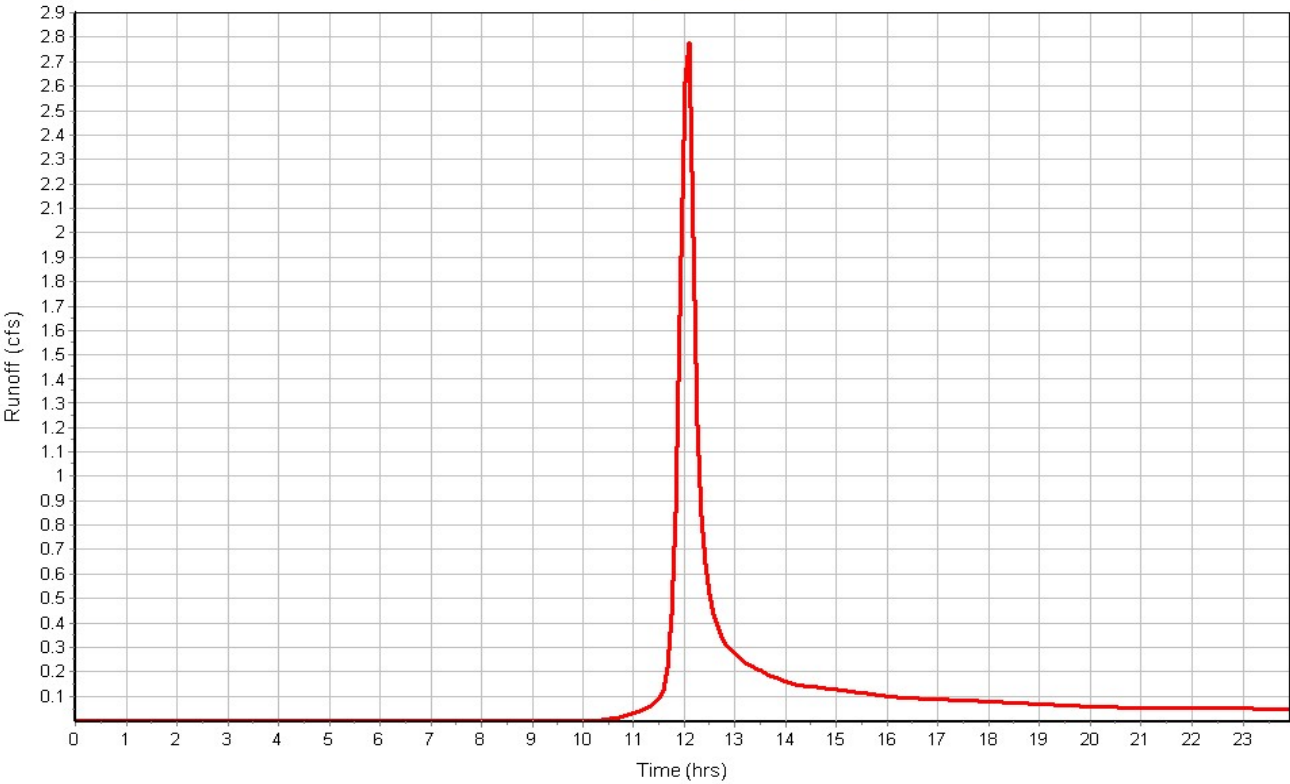
Subbasin Runoff Results

Total Rainfall (in) 3.81
Total Runoff (in) 1.46
Peak Runoff (cfs) 2.86
Weighted Curve Number 74.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(O-2)

Input Data

Area (ac) 0.85
Peak Rate Factor 484.00
Weighted Curve Number 74.00
Rain Gage ID 100-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
GrassedBackYards	0.85	C	74.00
Composite Area & Weighted CN	0.85		74.00

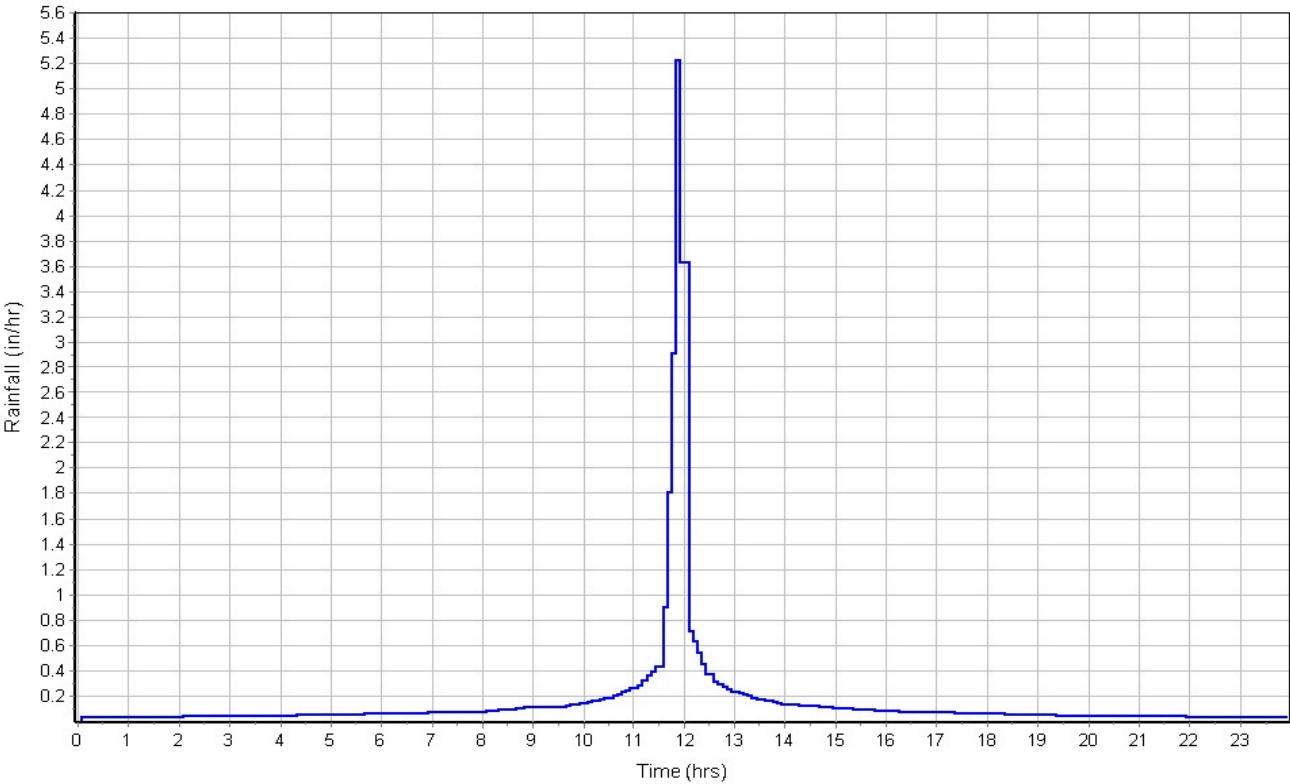
Time of Concentration

User-Defined TOC override (minutes): 15

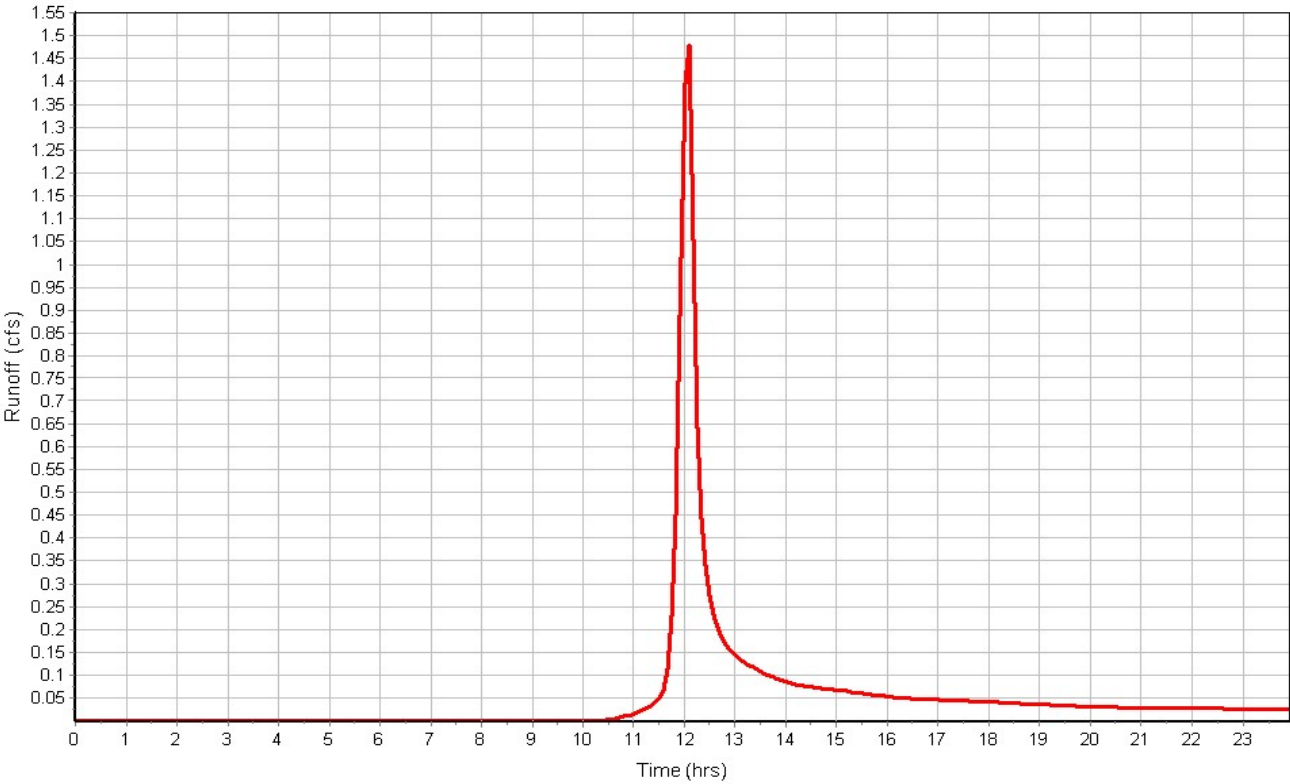
Subbasin Runoff Results

Total Rainfall (in) 3.81
Total Runoff (in) 1.46
Peak Runoff (cfs) 1.52
Weighted Curve Number 74.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Project Description

File Name Existing Calcs.SPF

Project Options

Flow Units CFS
Elevation Type Elevation
Hydrology Method SCS TR-55
Time of Concentration (TOC) Method SCS TR-55
Link Routing Method Hydrodynamic
Enable Overflow Ponding at Nodes YES
Skip Steady State Analysis Time Periods NO

Analysis Options

Start Analysis On Apr 08, 2019 00:00:00
End Analysis On Apr 09, 2019 00:00:00
Start Reporting On Apr 08, 2019 00:00:00
Antecedent Dry Days 0 days
Runoff (Dry Weather) Time Step 0 01:00:00 days hh:mm:ss
Runoff (Wet Weather) Time Step 0 00:05:00 days hh:mm:ss
Reporting Time Step 0 00:05:00 days hh:mm:ss
Routing Time Step 30 seconds

Number of Elements

	Qty
Rain Gages	7
Subbasins.....	6
Nodes.....	4
<i>Junctions</i>	0
<i>Outfalls</i>	4
<i>Flow Diversions</i>	0
<i>Inlets</i>	0
<i>Storage Nodes</i>	0
Links.....	0
<i>Channels</i>	0
<i>Pipes</i>	0
<i>Pumps</i>	0
<i>Orifices</i>	0
<i>Weirs</i>	0
<i>Outlets</i>	0
Pollutants	0
Land Uses	0

Rainfall Details

SN	Rain Gage	Data	Data Source	Rainfall	Rain	State	County	Return	Rainfall	Rainfall
ID	ID	Source	ID	Type	Units			Period	Depth	Distribution
								(years)	(inches)	
1		Time Series	100-Year	Cumulative	inches	None	None	100	7.12	SCS Type II 24-hr

Subbasin Summary

SN	Subbasin ID	Area (ac)	Peak Rate Factor	Weighted Curve Number	Total Rainfall (in)	Total Runoff (in)	Total Runoff Volume (ac-in)	Peak Runoff (cfs)	Time of Concentration (days hh:mm:ss)
1	CATCHMENT(E-1)	18.35	484.00	71.00	7.12	3.83	70.19	53.59	0 00:37:38
2	CATCHMENT(E-2)	4.69	484.00	71.00	7.12	3.83	17.94	22.27	0 00:15:00
3	CATCHMENT(E-3)	7.30	484.00	71.00	7.12	3.83	27.92	34.66	0 00:15:00
4	CATCHMENT(E-4)	1.78	484.00	71.00	7.12	3.83	6.81	8.44	0 00:15:00
5	CATCHMENT(O-1)	1.60	484.00	74.00	7.12	4.15	6.63	8.22	0 00:15:00
6	CATCHMENT(O-2)	0.85	484.00	74.00	7.12	4.15	3.52	4.37	0 00:15:00

Node Summary

SN	Element ID	Element Type	Invert Elevation	Ground/Rim (Max) Elevation	Initial Water Elevation	Surcharge Elevation	Ponded Area	Peak Inflow	Max HGL Elevation Attained	Max Surcharge Depth Attained	Min Freeboard Attained	Time of Peak Flooding Occurrence	Total Flooded Volume	Total Time Flooded
			(ft)	(ft)	(ft)	(ft)	(ft²)	(cfs)	(ft)	(ft)	(ft)	(days hh:mm)	(ac-in)	(min)
1	E_1_OUTFALL	Outfall	0.00					0.00	0.00					
2	E_2_OUTFALL	Outfall	0.00					0.00	0.00					
3	E_3_OUTFALL	Outfall	0.00					0.00	0.00					
4	E_4_Outfall	Outfall	0.00					0.00	0.00					

Subbasin Hydrology

Subbasin : CATCHMENT(E-1)

Input Data

Area (ac)	18.35
Peak Rate Factor	484.00
Weighted Curve Number	71.00
Rain Gage ID	5-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
Meadow	18.35	C	71.00
Composite Area & Weighted CN	18.35		71.00

Time of Concentration

TOC Method : SCS TR-55

Sheet Flow Equation :

$T_c = (0.007 * ((n * L_f)^{0.8})) / ((P^{0.5}) * (S_f^{0.4}))$

Where :

- Tc = Time of Concentration (hr)
- n = Manning's roughness
- Lf = Flow Length (ft)
- P = 2 yr, 24 hr Rainfall (inches)
- Sf = Slope (ft/ft)

Shallow Concentrated Flow Equation :

- V = 16.1345 * (Sf^0.5) (unpaved surface)
- V = 20.3282 * (Sf^0.5) (paved surface)
- V = 15.0 * (Sf^0.5) (grassed waterway surface)
- V = 10.0 * (Sf^0.5) (nearly bare & untilled surface)
- V = 9.0 * (Sf^0.5) (cultivated straight rows surface)
- V = 7.0 * (Sf^0.5) (short grass pasture surface)
- V = 5.0 * (Sf^0.5) (woodland surface)
- V = 2.5 * (Sf^0.5) (forest w/heavy litter surface)
- Tc = (Lf / V) / (3600 sec/hr)

Where:

- Tc = Time of Concentration (hr)
- Lf = Flow Length (ft)
- V = Velocity (ft/sec)
- Sf = Slope (ft/ft)

Channel Flow Equation :

- $V = (1.49 * (R^{2/3})) * (S_f^{0.5}) / n$
- R = Aq / Wp
- Tc = (Lf / V) / (3600 sec/hr)

Where :

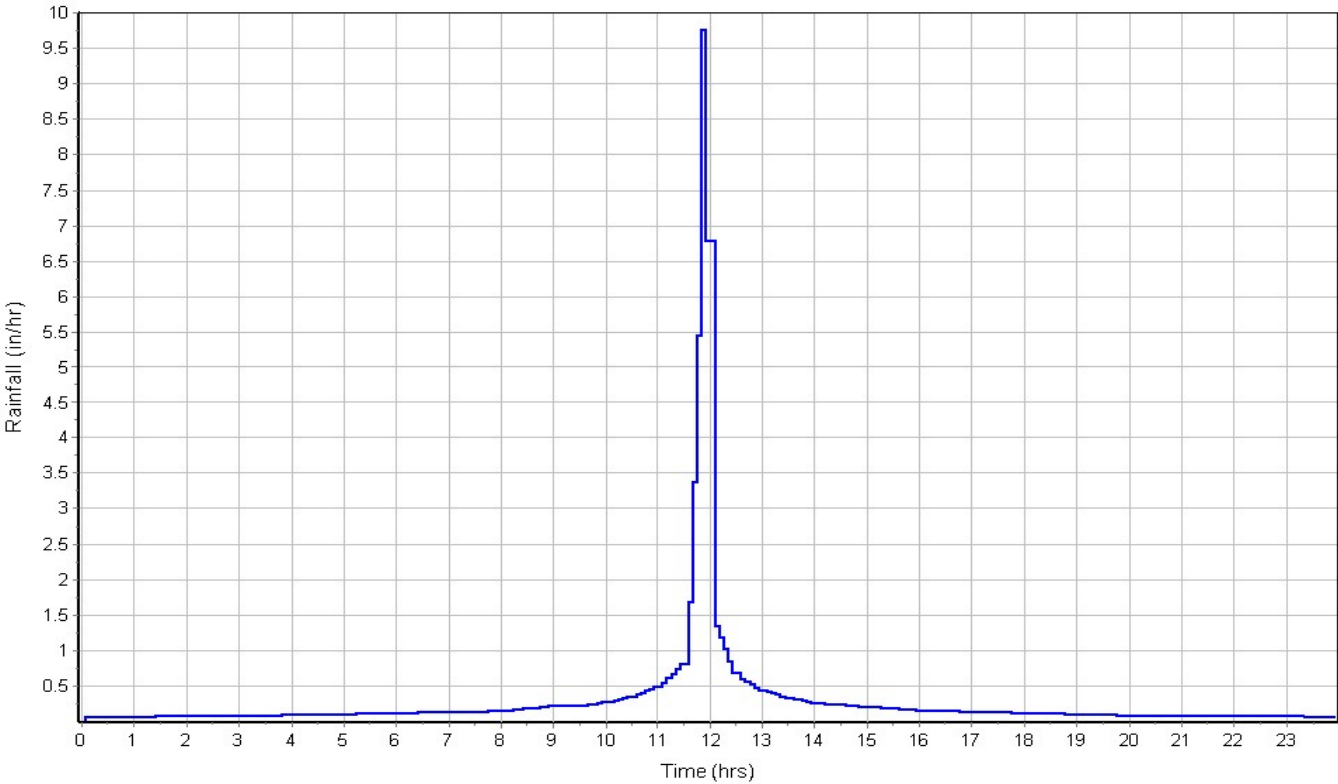
- Tc = Time of Concentration (hr)
- Lf = Flow Length (ft)
- R = Hydraulic Radius (ft)
- Aq = Flow Area (ft²)
- Wp = Wetted Perimeter (ft)
- V = Velocity (ft/sec)
- Sf = Slope (ft/ft)
- n = Manning's roughness

Sheet Flow Computations	Subarea	Subarea	Subarea
	A	B	C
	0.24	0.00	0.00
	100	0.00	0.00
	1.5	0.00	0.00
	3.08	0.00	0.00
Manning's Roughness :	0.10	0.00	0.00
Flow Length (ft) :	16.32	0.00	0.00
Slope (%) :			
2 yr, 24 hr Rainfall (in) :			
Velocity (ft/sec) :			
Computed Flow Time (min) :			
Shallow Concentrated Flow Computations	Subarea	Subarea	Subarea
	A	B	C
	1100	0.00	0.00
	1.5	0.00	0.00
	Grass pasture	Unpaved	Unpaved
	0.86	0.00	0.00
Flow Length (ft) :	21.32	0.00	0.00
Slope (%) :			
Surface Type :			
Velocity (ft/sec) :			
Computed Flow Time (min) :			
Total TOC (min)	37.64		

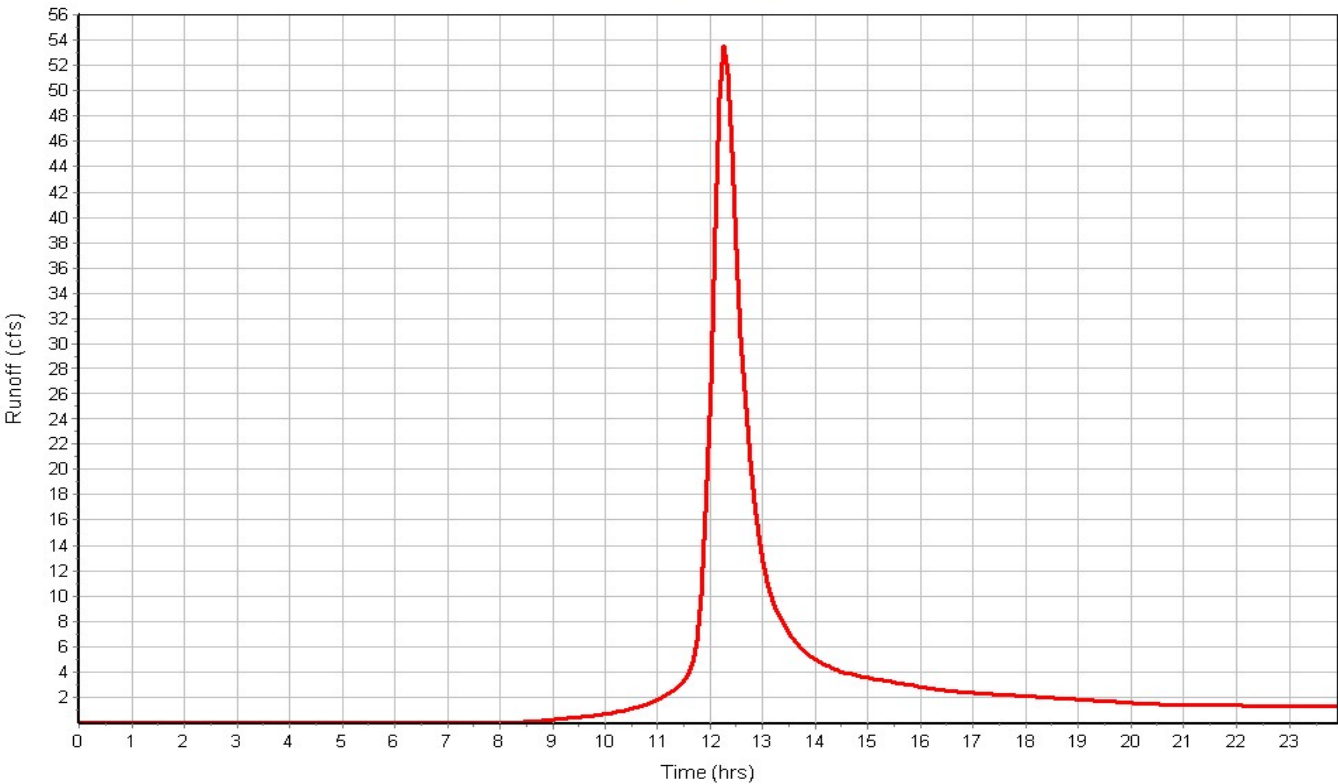
Subbasin Runoff Results

Total Rainfall (in)	7.12
Total Runoff (in)	3.83
Peak Runoff (cfs)	53.59
Weighted Curve Number	71.00
Time of Concentration (days hh:mm:ss)	0 00:37:38

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(E-2)

Input Data

Area (ac) 4.69
Peak Rate Factor 484.00
Weighted Curve Number 71.00
Rain Gage ID 5-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
Meadow	4.69	C	71.00
Composite Area & Weighted CN	4.69		71.00

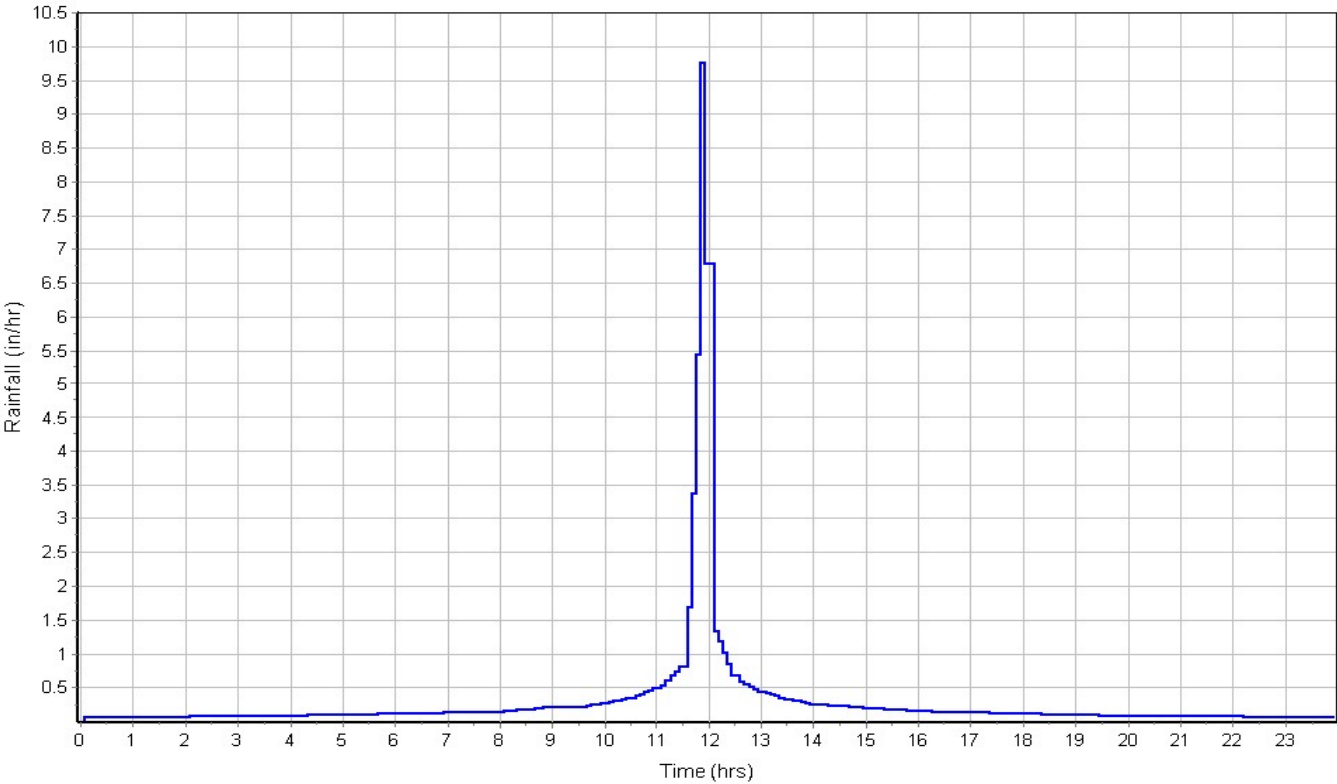
Time of Concentration

User-Defined TOC override (minutes): 15.00

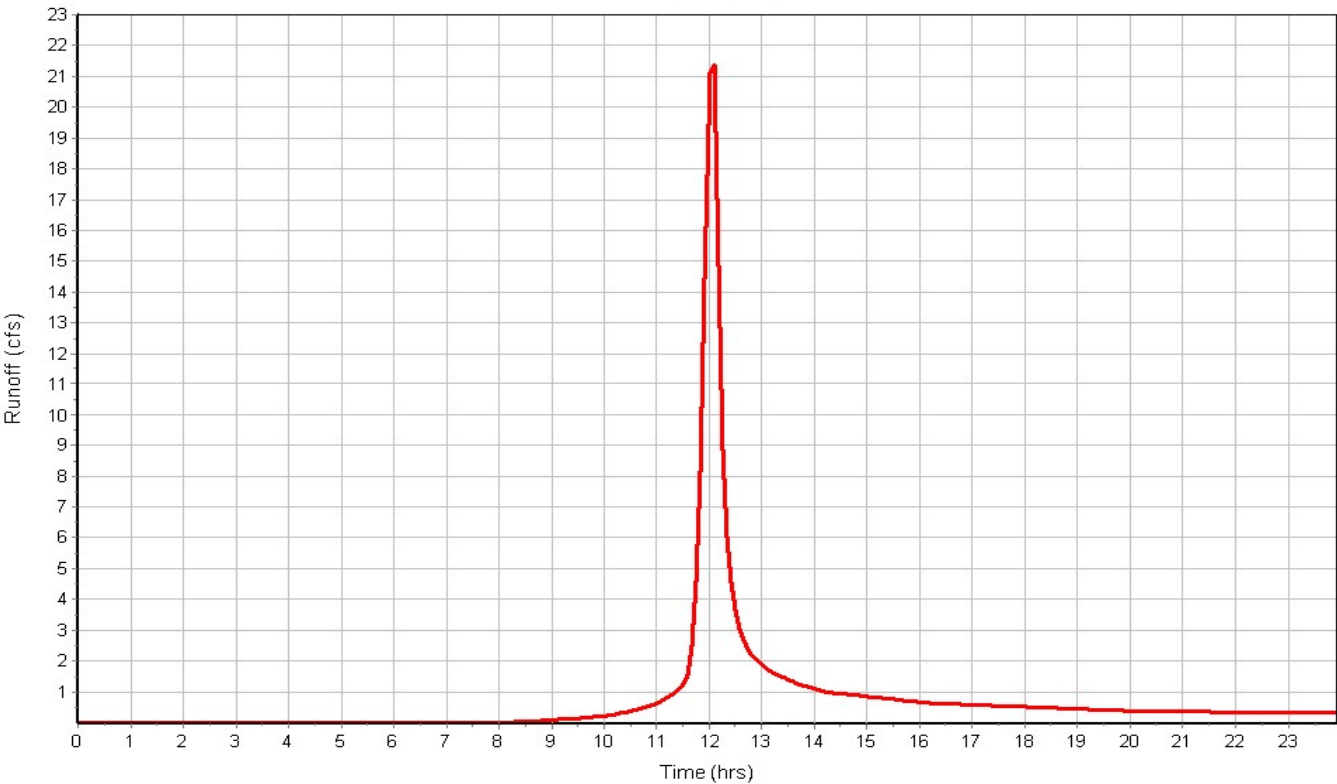
Subbasin Runoff Results

Total Rainfall (in) 7.12
Total Runoff (in) 3.83
Peak Runoff (cfs) 22.27
Weighted Curve Number 71.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(E-3)

Input Data

Area (ac) 7.30
Peak Rate Factor 484.00
Weighted Curve Number 71.00
Rain Gage ID 5-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
Meadow	7.30	C	71.00
Composite Area & Weighted CN	7.30		71.00

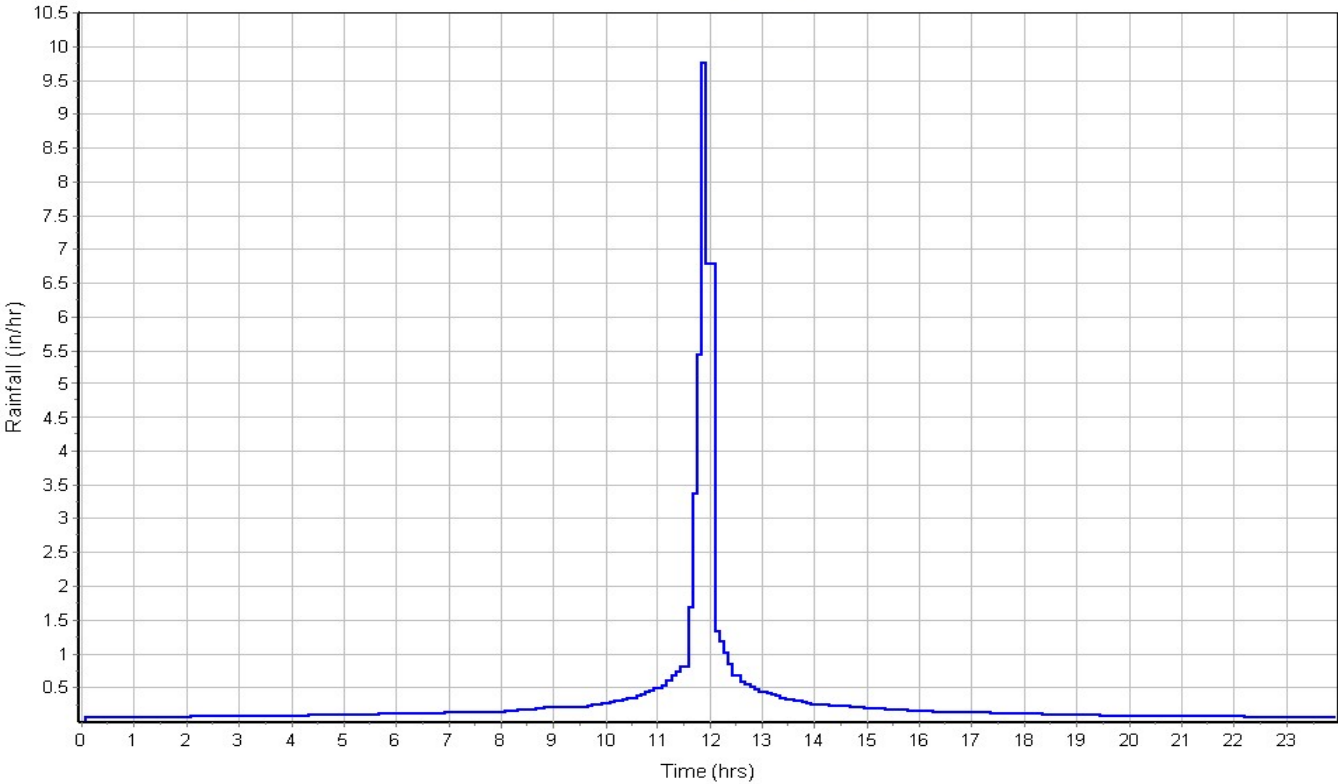
Time of Concentration

User-Defined TOC override (minutes): 15.00

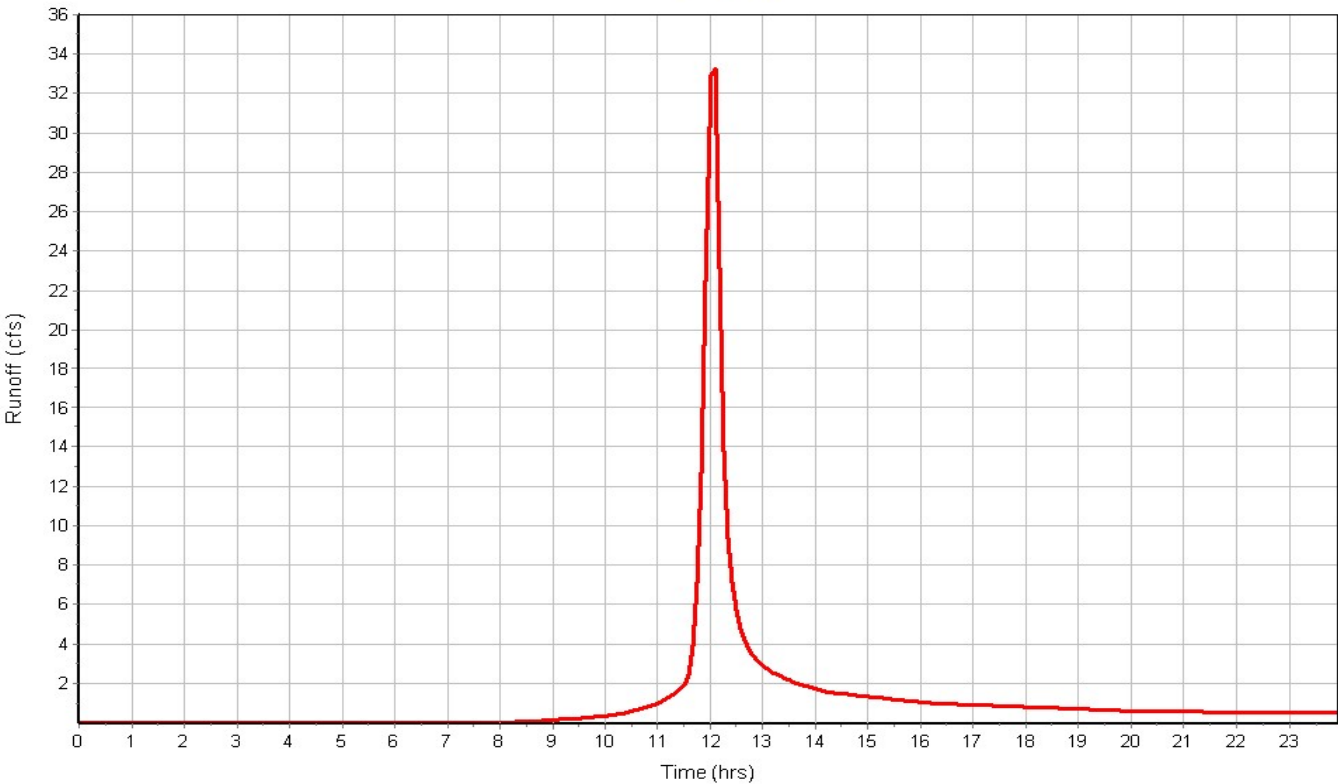
Subbasin Runoff Results

Total Rainfall (in) 7.12
Total Runoff (in) 3.83
Peak Runoff (cfs) 34.66
Weighted Curve Number 71.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(E-4)

Input Data

Area (ac) 1.78
Peak Rate Factor 484.00
Weighted Curve Number 71.00
Rain Gage ID 5-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
Meadow	1.78	C	71.00
Composite Area & Weighted CN	1.78		71.00

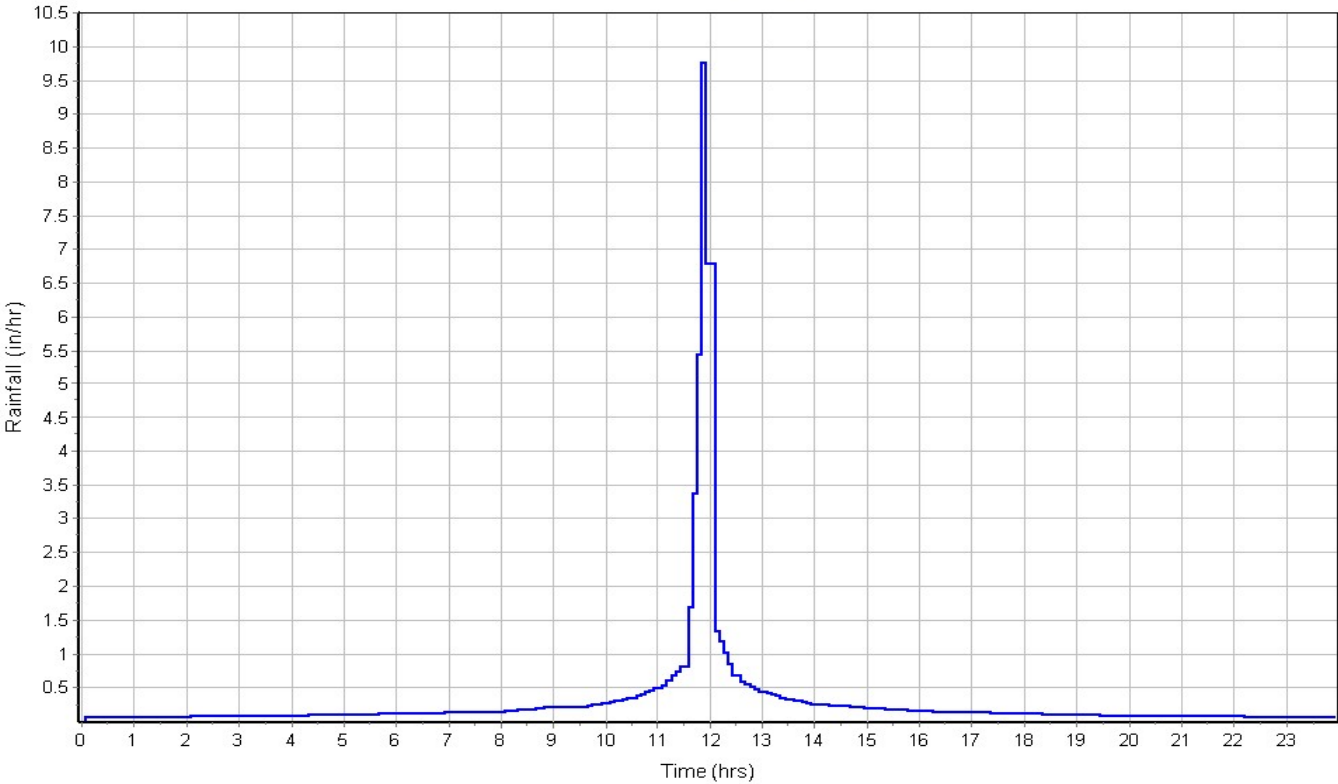
Time of Concentration

User-Defined TOC override (minutes): 15.00

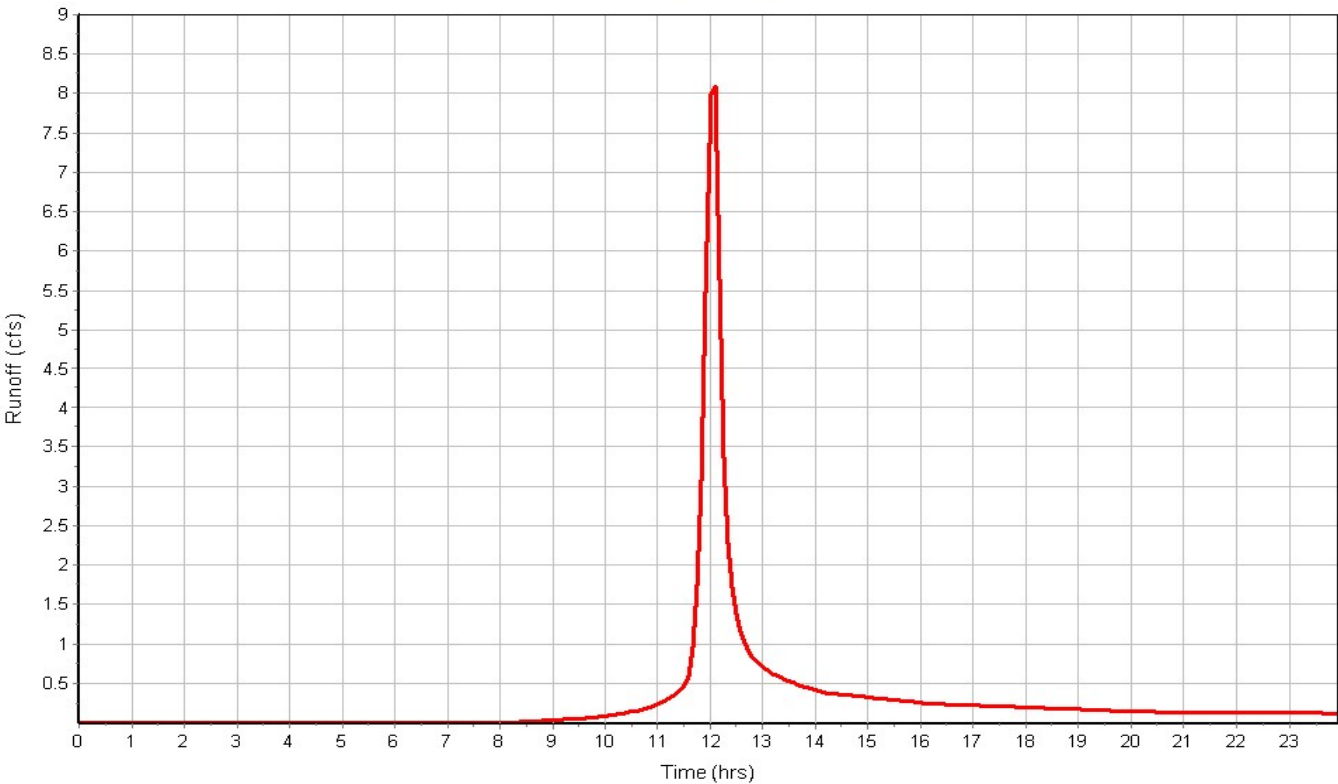
Subbasin Runoff Results

Total Rainfall (in) 7.12
Total Runoff (in) 3.83
Peak Runoff (cfs) 8.44
Weighted Curve Number 71.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(O-1)

Input Data

Area (ac) 1.60
Peak Rate Factor 484.00
Weighted Curve Number 74.00
Rain Gage ID 100-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
OffsiteBackYardsGrassed	1.60	C	74.00
Composite Area & Weighted CN	1.60		74.00

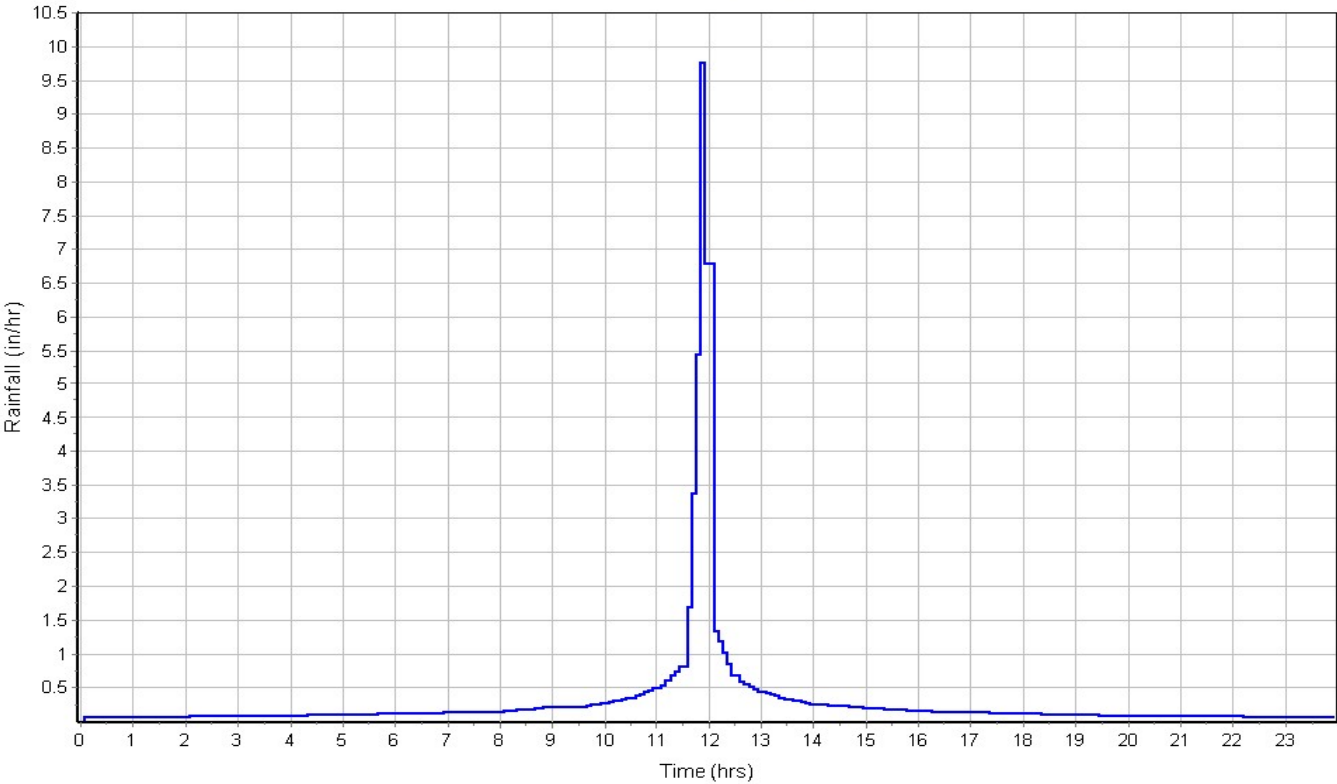
Time of Concentration

User-Defined TOC override (minutes): 15

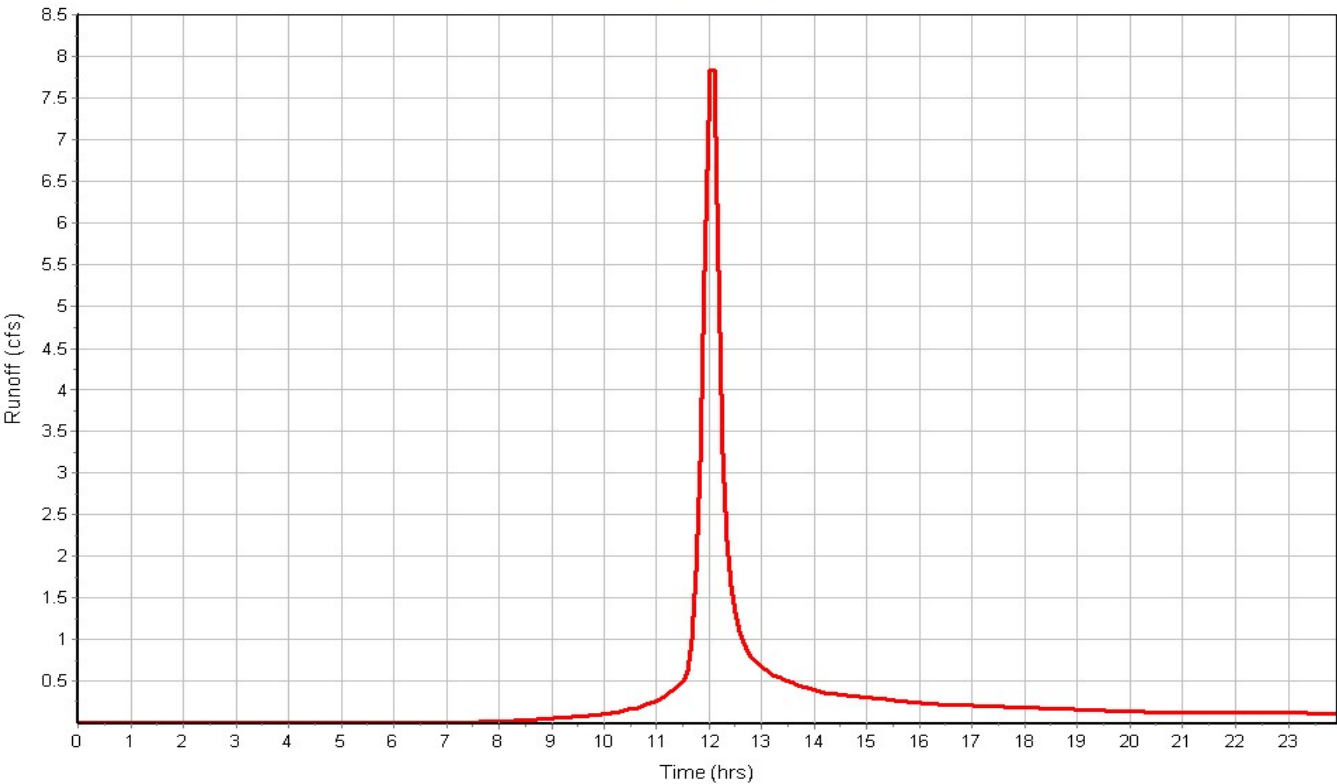
Subbasin Runoff Results

Total Rainfall (in) 7.12
Total Runoff (in) 4.15
Peak Runoff (cfs) 8.22
Weighted Curve Number 74.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : CATCHMENT(O-2)

Input Data

Area (ac) 0.85
Peak Rate Factor 484.00
Weighted Curve Number 74.00
Rain Gage ID 100-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
GrassedBackYards	0.85	C	74.00
Composite Area & Weighted CN	0.85		74.00

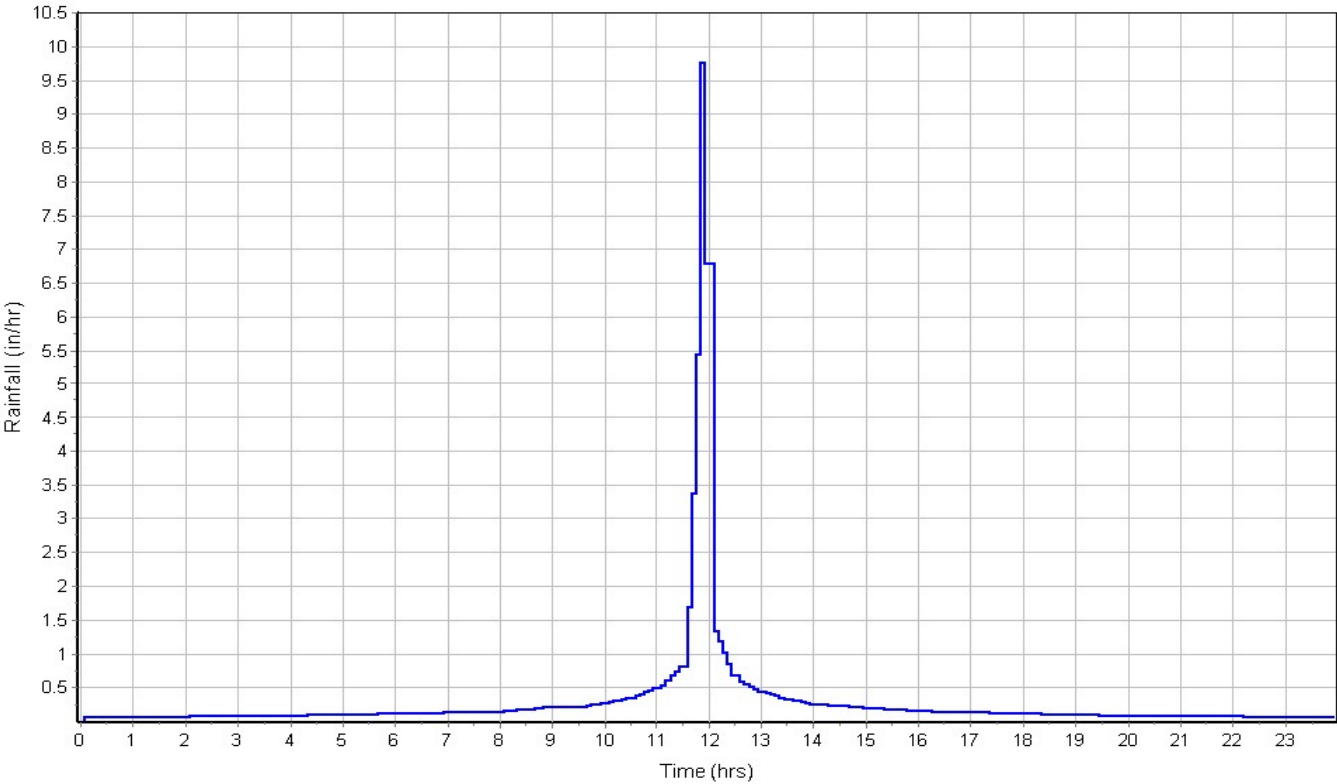
Time of Concentration

User-Defined TOC override (minutes): 15

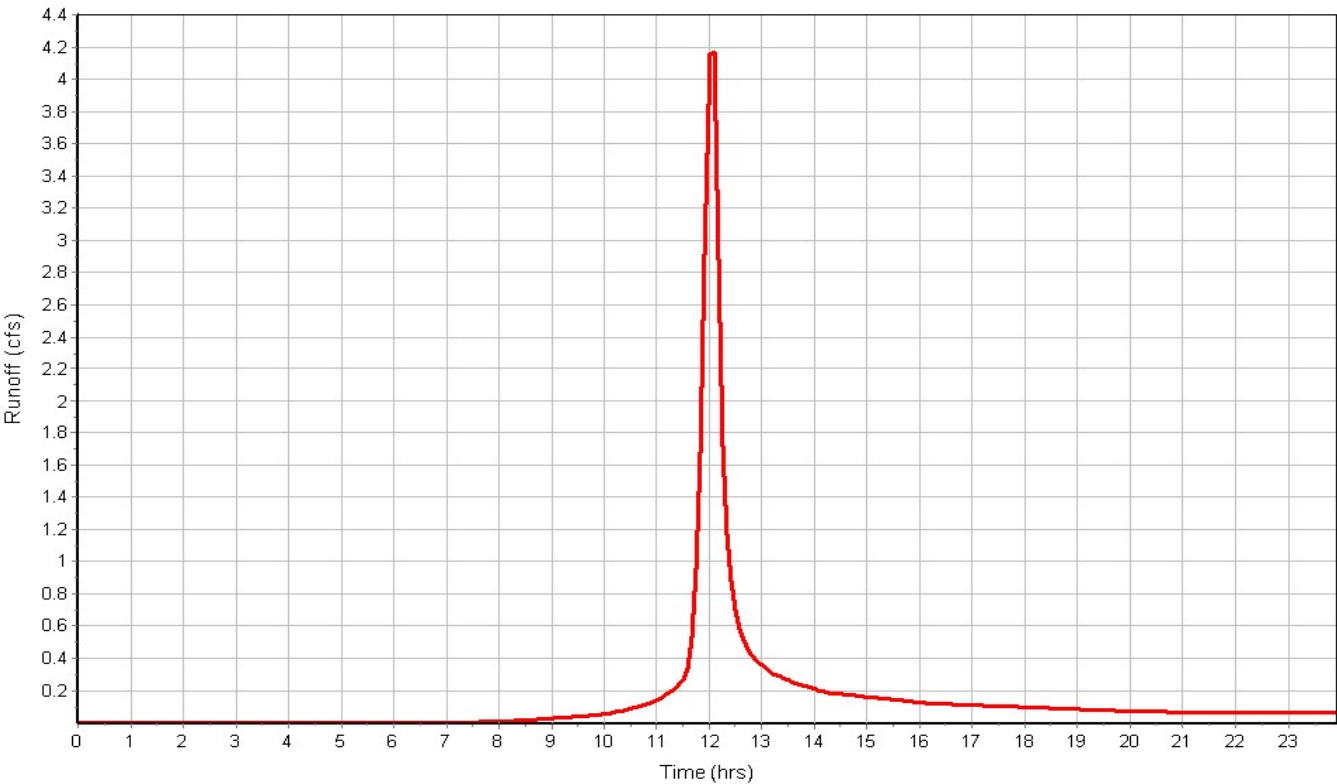
Subbasin Runoff Results

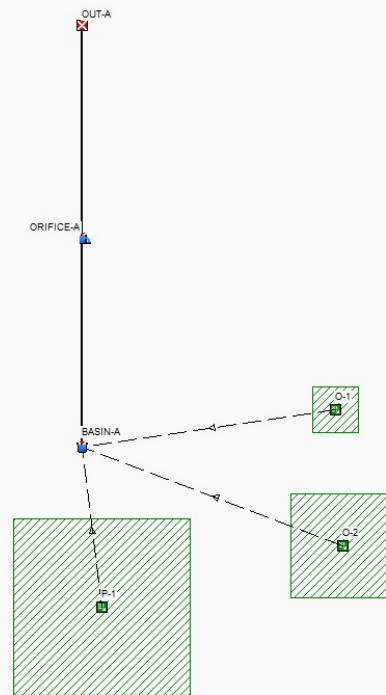
Total Rainfall (in) 7.12
Total Runoff (in) 4.15
Peak Runoff (cfs) 4.37
Weighted Curve Number 74.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph





Project Description

File Name Wisteria Developed 100 yr

Project Options

Flow Units CFS
Elevation Type Elevation
Hydrology Method SCS TR-55
Time of Concentration (TOC) Method SCS TR-55
Link Routing Method Hydrodynamic
Enable Overflow Ponding at Nodes YES
Skip Steady State Analysis Time Periods NO

Analysis Options

Start Analysis On Apr 08, 2019 00:00:00
End Analysis On Apr 09, 2019 00:00:00
Start Reporting On Apr 08, 2019 00:00:00
Antecedent Dry Days 0 days
Runoff (Dry Weather) Time Step 0 01:00:00 days hh:mm:ss
Runoff (Wet Weather) Time Step 0 00:05:00 days hh:mm:ss
Reporting Time Step 0 00:05:00 days hh:mm:ss
Routing Time Step 30 seconds

Number of Elements

Qty
Rain Gages 7
Subbasins 3
Nodes 2
 Junctions 0
 Outfalls 1
 Flow Diversions 0
 Inlets 0
 Storage Nodes 1
Links 1
 Channels 0
 Pipes 0
 Pumps 0
 Orifices 1
 Weirs 0
 Outlets 0
Pollutants 0
Land Uses 0

Rainfall Details

SN	Rain Gage ID	Data Source	Data Source ID	Rainfall Type	Rain Units	State	County	Return Period (years)	Rainfall Depth (inches)	Rainfall Distribution
1		Time Series	100-Year	Cumulative	inches	None	None	100	7.12	SCS Type II 24-hr

Subbasin Summary

SN	Subbasin ID	Area (ac)	Peak Rate Factor	Weighted Curve Number	Total Rainfall (in)	Total Runoff (in)	Total Runoff Volume (ac-in)	Peak Runoff (cfs)	Time of Concentration (s hh:mm:ss)
1	O-1	1.60	484.00	74.00	7.12	4.15	6.63	8.22	0 00:15:00
2	O-2	0.85	484.00	74.00	7.12	4.15	3.52	4.37	0 00:15:00
3	P-1	32.12	484.00	83.00	7.12	5.14	165.14	199.82	0 00:15:00

Node Summary

SN	Element ID	Element Type	Invert Elevation (ft)	Ground/Rim (Max) Elevation (ft)	Initial Water Elevation (ft)	Surcharge Elevation (ft)	Ponded Area (ft²)	Peak Inflow (cfs)	Max HGL Elevation Attained (ft)	Total Flooded Volume (ac-in)	Total Time Flooded (min)
1	OUT-A	Outfall	976.40					49.97	976.40		
2	BASIN-A	Storage Node	976.40	981.30	976.40		0.00	204.81	980.24	0.00	0.00

Link Summary

SN	Element ID	Element Type	From (Inlet) Node	To (Outlet) Node	Length (ft)	Inlet Invert Elevation (ft)	Outlet Invert Elevation (ft)	Average Slope (%)	Diameter or Height (in)	Manning's Roughness	Peak Flow (cfs)
1	ORIFICE-A	Orifice	BASIN-A	OUT-A		976.40	976.40		30.800		49.97

Subbasin Hydrology

Subbasin : O-1

Input Data

Area (ac) 1.60
Peak Rate Factor 484.00
Weighted Curve Number 74.00
Rain Gage ID 10-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
BackYardsGrassed	1.60	C	74.00
Composite Area & Weighted CN	1.60		74.00

Time of Concentration

TOC Method : SCS TR-55

Sheet Flow Equation :

$$T_c = (0.007 * ((n * L_f)^{0.8})) / ((P^{0.5}) * (S_f^{0.4}))$$

Where :

T_c = Time of Concentration (hr)
n = Manning's roughness
L_f = Flow Length (ft)
P = 2 yr, 24 hr Rainfall (inches)
S_f = Slope (ft/ft)

Shallow Concentrated Flow Equation :

V = 16.1345 * (S_f^{0.5}) (unpaved surface)
V = 20.3282 * (S_f^{0.5}) (paved surface)
V = 15.0 * (S_f^{0.5}) (grassed waterway surface)
V = 10.0 * (S_f^{0.5}) (nearly bare & untilled surface)
V = 9.0 * (S_f^{0.5}) (cultivated straight rows surface)
V = 7.0 * (S_f^{0.5}) (short grass pasture surface)
V = 5.0 * (S_f^{0.5}) (woodland surface)
V = 2.5 * (S_f^{0.5}) (forest w/heavy litter surface)
T_c = (L_f / V) / (3600 sec/hr)

Where:

T_c = Time of Concentration (hr)
L_f = Flow Length (ft)
V = Velocity (ft/sec)
S_f = Slope (ft/ft)

Channel Flow Equation :

V = (1.49 * (R^{2/3}) * (S_f^{0.5})) / n
R = A_q / W_p
T_c = (L_f / V) / (3600 sec/hr)

Where :

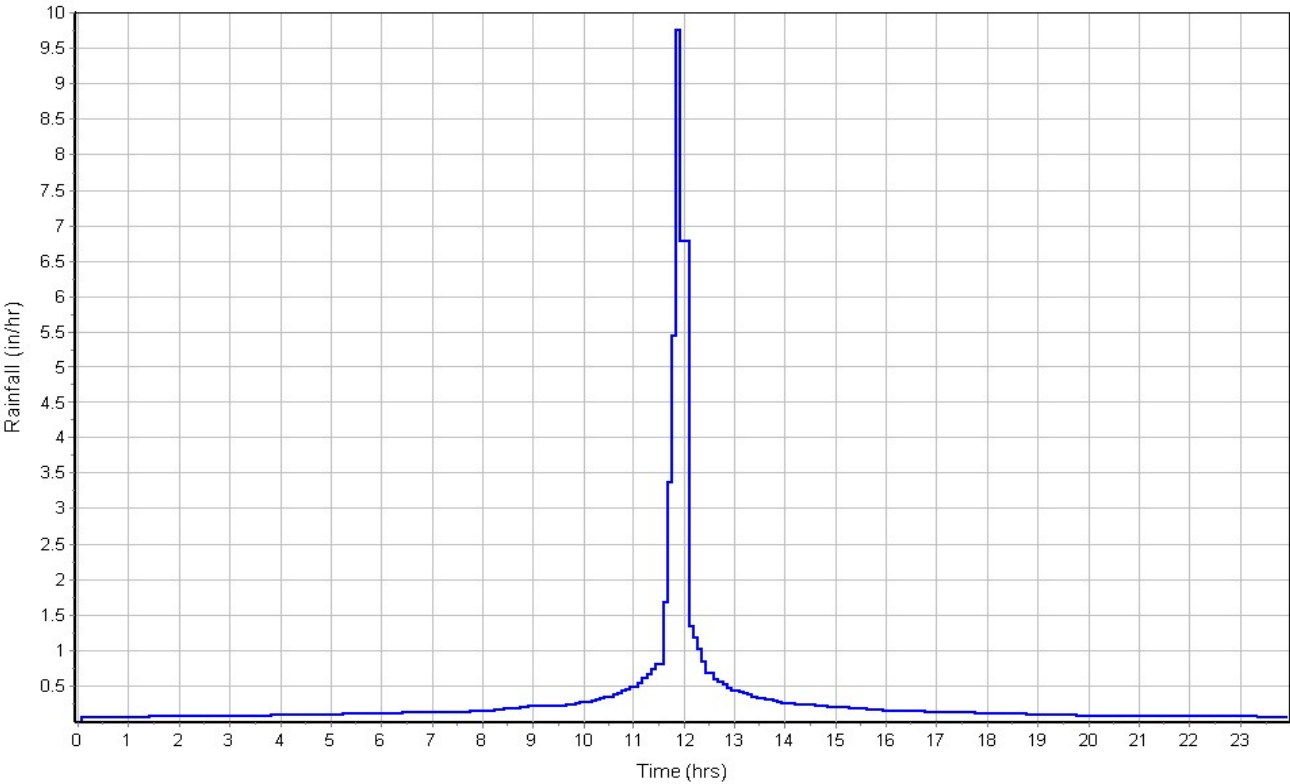
T_c = Time of Concentration (hr)
L_f = Flow Length (ft)
R = Hydraulic Radius (ft)
A_q = Flow Area (ft²)
W_p = Wetted Perimeter (ft)
V = Velocity (ft/sec)
S_f = Slope (ft/ft)
n = Manning's roughness

User-Defined TOC override (minutes): 15.00

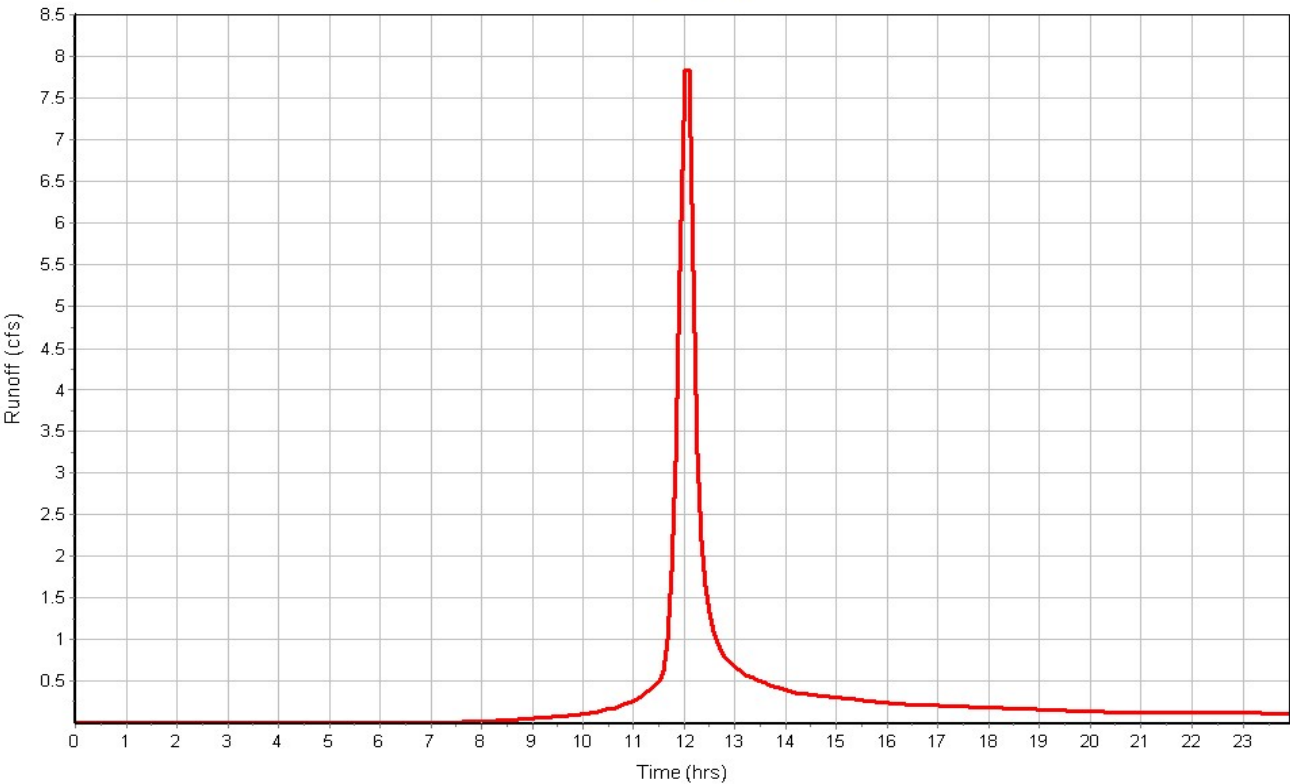
Subbasin Runoff Results

Total Rainfall (in) 7.12
Total Runoff (in) 4.15
Peak Runoff (cfs) 8.22
Weighted Curve Number 74.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : O-2

Input Data

Area (ac) 0.85
Peak Rate Factor 484.00
Weighted Curve Number 74.00
Rain Gage ID 10-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
BackYardsGrassed	0.85	C	74.00
Composite Area & Weighted CN	0.85		74.00

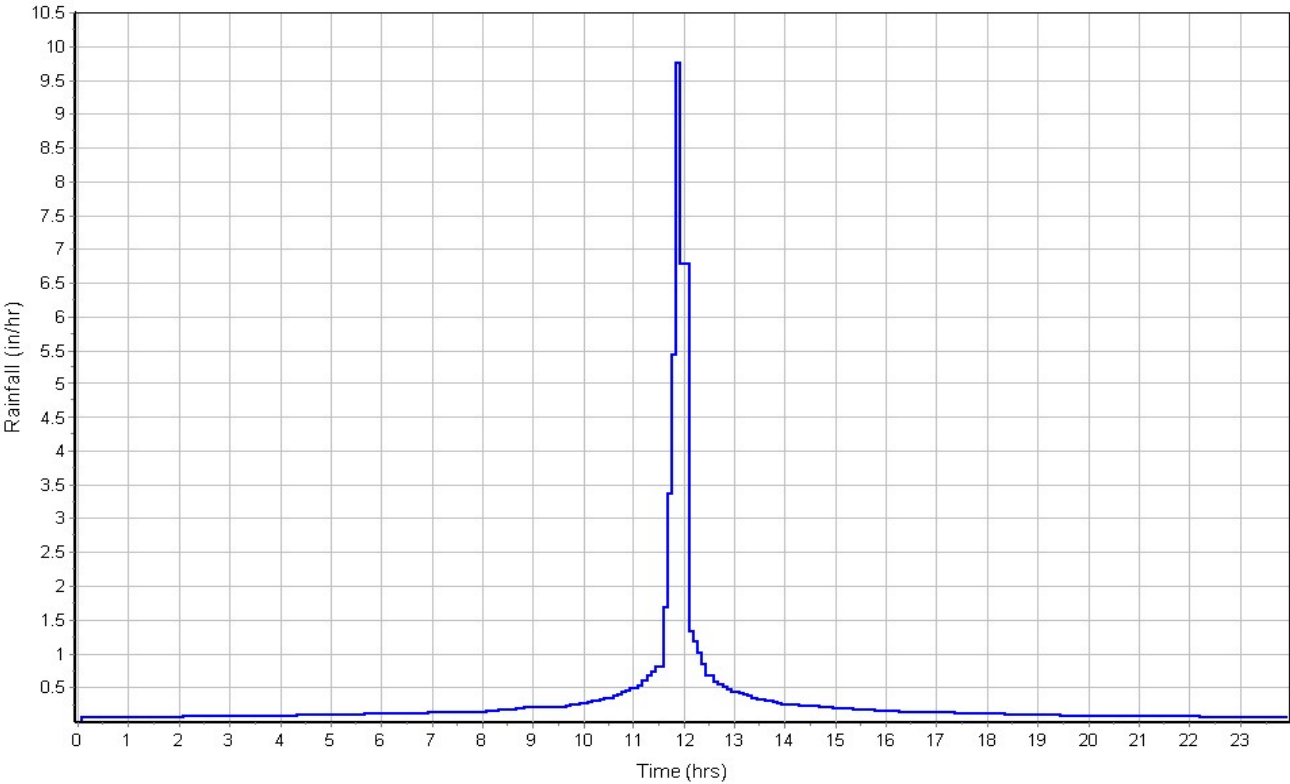
Time of Concentration

User-Defined TOC override (minutes): 15.00

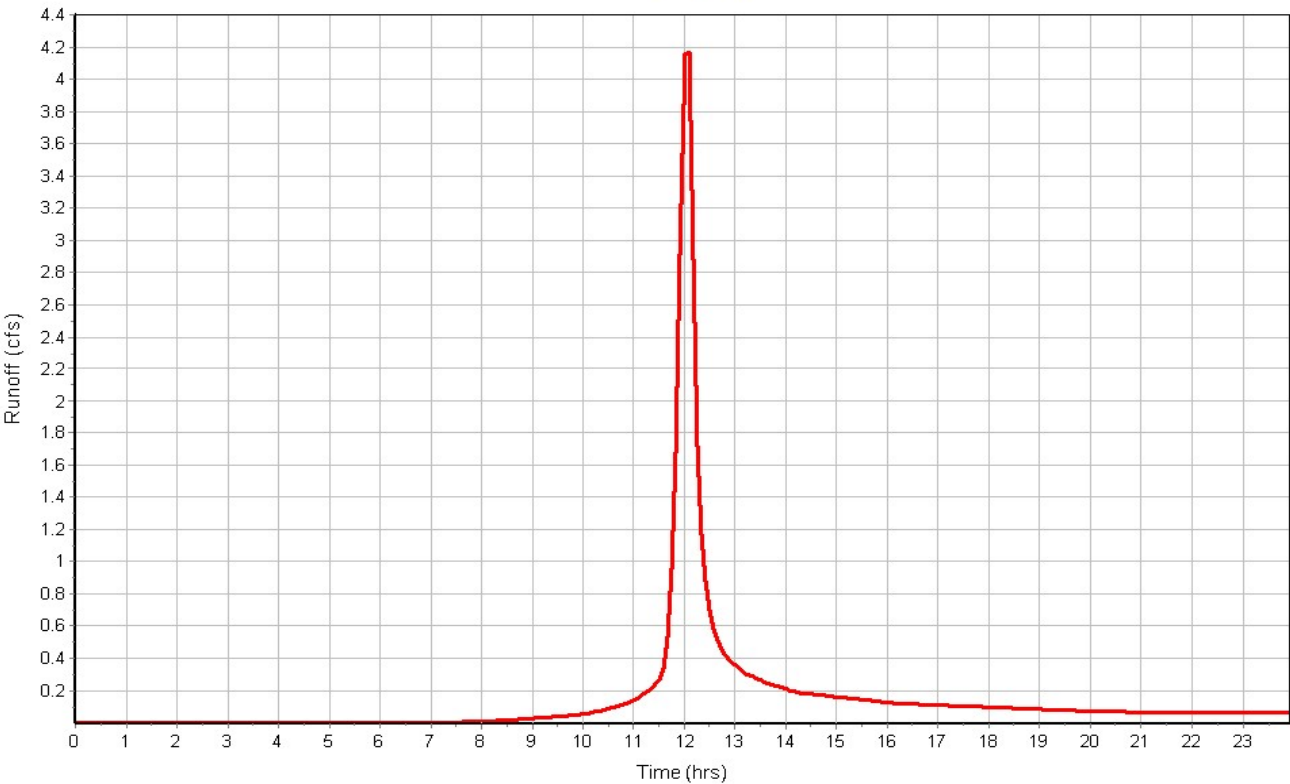
Subbasin Runoff Results

Total Rainfall (in) 7.12
Total Runoff (in) 4.15
Peak Runoff (cfs) 4.37
Weighted Curve Number 74.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Subbasin : P-1

Input Data

Area (ac) 32.12
Peak Rate Factor 484.00
Weighted Curve Number 83.00
Rain Gage ID 10-Year

Composite Curve Number

Soil/Surface Description	Area (acres)	Soil Group	Curve Number
1/4 acre lots, 38% impervious	32.12	C	83.00
Composite Area & Weighted CN	32.12		83.00

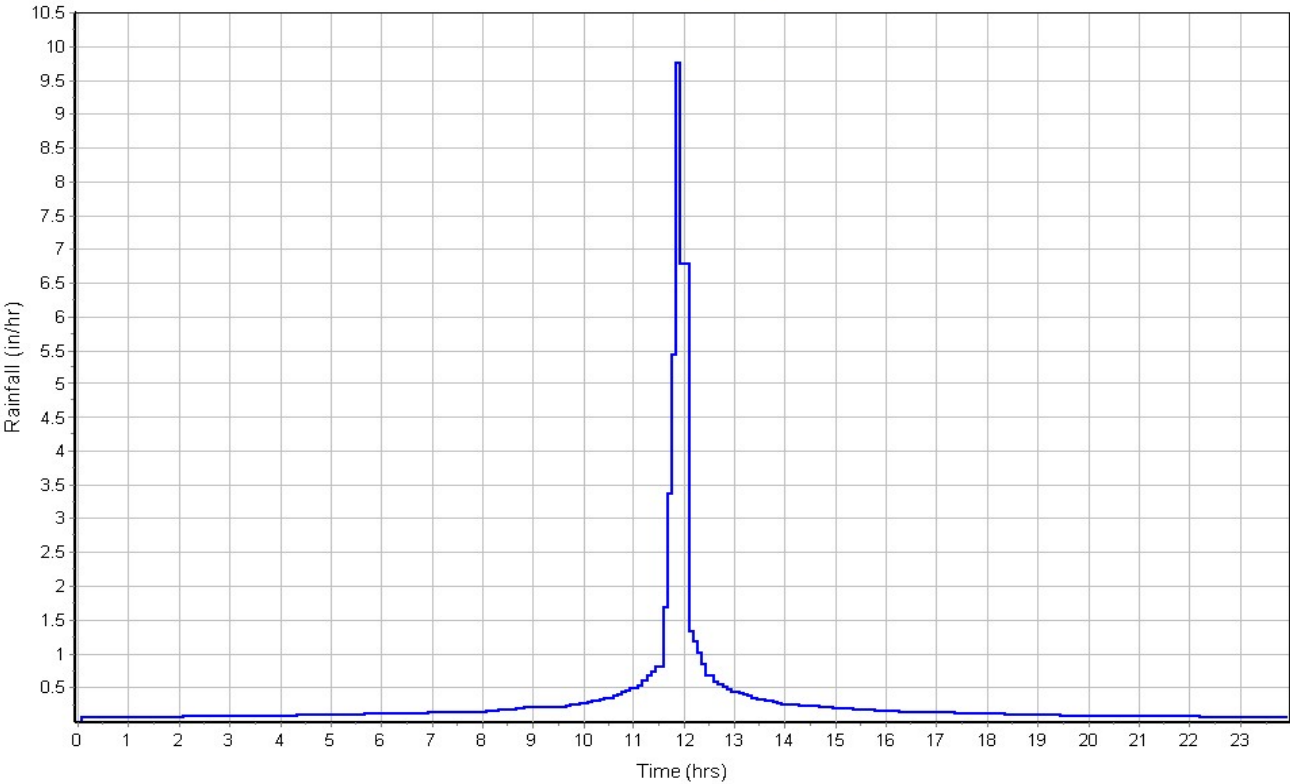
Time of Concentration

User-Defined TOC override (minutes): 15.00

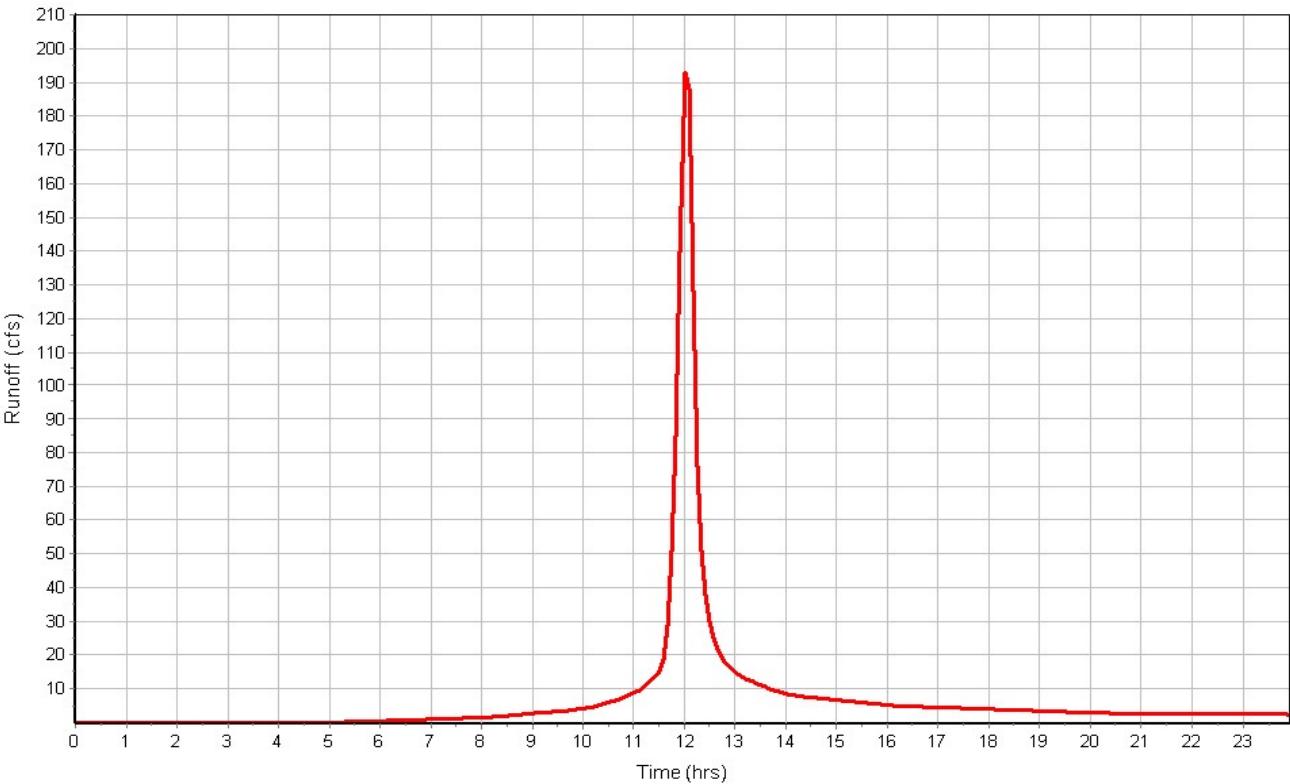
Subbasin Runoff Results

Total Rainfall (in) 7.12
Total Runoff (in) 5.14
Peak Runoff (cfs) 199.82
Weighted Curve Number 83.00
Time of Concentration (days hh:mm:ss) 0 00:15:00

Rainfall Intensity Graph



Runoff Hydrograph



Storage Nodes

Storage Node : BASIN-A

Input Data

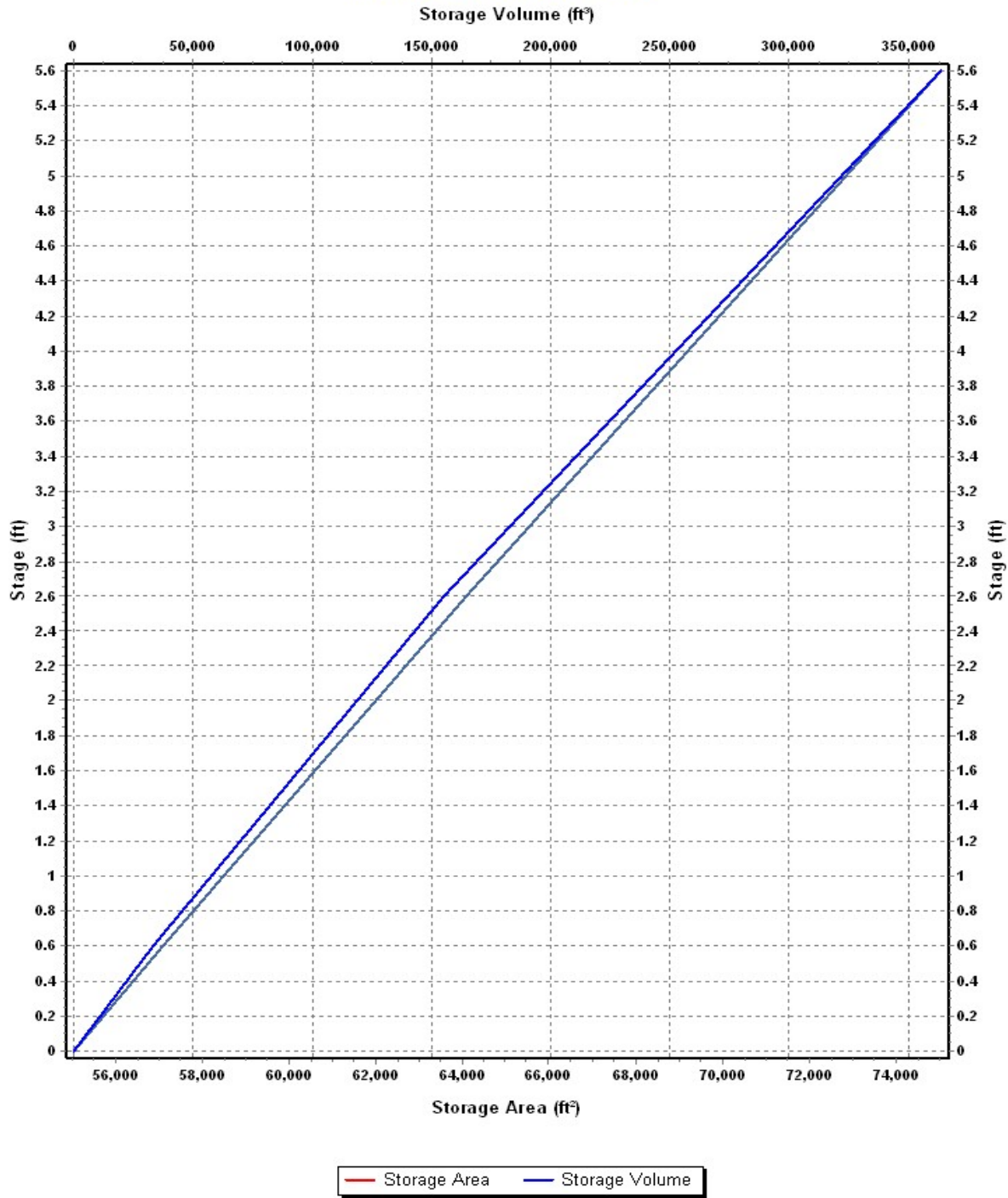
Invert Elevation (ft)	976.40
Max (Rim) Elevation (ft)	981.30
Max (Rim) Offset (ft)	4.90
Initial Water Elevation (ft)	976.40
Initial Water Depth (ft)	0.00
Ponded Area (ft²)	0.00
Evaporation Loss	0.00

Storage Area Volume Curves

Storage Curve : BasinA

Stage	Storage Area	Storage Volume
(ft)	(ft²)	(ft³)
0	55047.065	0.000
0.6	57103.0763	33645.04
2.6	64103.4729	154851.59
5.6	75028.1829	363549.07

Storage Area Volume Curves



Storage Node : BASIN-A (continued)

Outflow Orifices

SN	Element ID	Orifice Type	Orifice Shape	Flap Gate	Circular Orifice Diameter (in)	Rectangular Orifice Height (in)	Rectangular Orifice Width (in)	Orifice Invert Elevation (ft)	Orifice Coefficient
1	ORIFICE-A	Bottom	CIRCULAR	No	30.80			976.40	0.61

Output Summary Results

Peak Inflow (cfs)	204.81
Peak Lateral Inflow (cfs)	204.81
Peak Outflow (cfs)	49.97
Peak Exfiltration Flow Rate (cfm)	0.00
Max HGL Elevation Attained (ft)	980.24
Max HGL Depth Attained (ft)	3.84
Average HGL Elevation Attained (ft)	976.85
Average HGL Depth Attained (ft)	0.45
Time of Max HGL Occurrence (days hh:mm)	0 12:26
Total Exfiltration Volume (1000-ft³)	0.000
Total Flooded Volume (ac-in)	0
Total Time Flooded (min)	0
Total Retention Time (sec)	0.00



September 16, 2022

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

BONDURANT, IOWA
WISTERIA CROSSING
SANITARY SEWER ANALYSIS

The writer has completed a review of the drawing provided by Stubbs Engineering showing the conceptual layout of the sanitary sewer system in Wisteria Crossing. The drawing shows the ground elevations and the preliminary invert elevation of the proposed sanitary sewer. The sanitary sewer system in Wisteria Crossing includes two connections to the existing system. One connection is at the south boundary along Hawthorne Crossing Drive SE. The other connection is on Brooks Street SE on the west boundary. The invert elevations of both sewers are relatively the same in the range of the low 969 on USGS Datum.

For sanitary sewer service it is preferable if the depth of the sanitary sewer is 8 feet or greater. Depending on the first floor elevation of the residence, in some situations it is possible to have basement service with the depth of the sanitary sewer slightly shallower than 8 feet.

When the depth of the sanitary sewer is between about 8 feet and 5 feet, basement service is marginal to not possible. When the sanitary sewer depth is less than 5 feet, the depth of the sanitary sewer is not considered adequate as it does not provide freeze protection for the sewer.

On the enclosed drawing the writer has identified three general zones. The southern part of the development with sanitary sewer service depths of greater than about 8 feet would be considered adequate for basement service. This area is labeled as Area A.

Through much of the central and northern part of the development the proposed sanitary sewer depths range from about 5 feet to 8 feet. This area is identified as Area B. In Area B basement service would be considered marginal to not possible. In the northern part of Area B with sanitary sewers in the depth of 5 to 6 feet basement service generally would not be considered feasible. In some of the southern parts of Area B with sewer depths between about 6.5 feet and 8 feet sewer service may be feasible.

The area identified as Area C, shows sanitary sewer depths less than 5 feet. These areas do not have sanitary sewers that would be considered deep enough to have freeze protection. In addition to not having basement service in Area C, it is doubtful the City would approve the construction plans based on these inadequate sewer depths for freeze protection.

In summary, approximately the southern half of Wisteria Crossing has sewer depths adequate for basement service. There is a narrow band through the center portion of the development where sewer service may or may not be possible and that determination will need to await a more detailed design. Much of the north part of the development has adequate depth for freeze protection but not adequate depth for basement service. There is an area on Bank Street and the northern part of Hawthorne Crossing Drive SE where the sewer would be considered too shallow for freeze protection. Even if the sewer in this area met the minimum recommended 5 foot depth the sewer would not be deep enough for basement service.

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

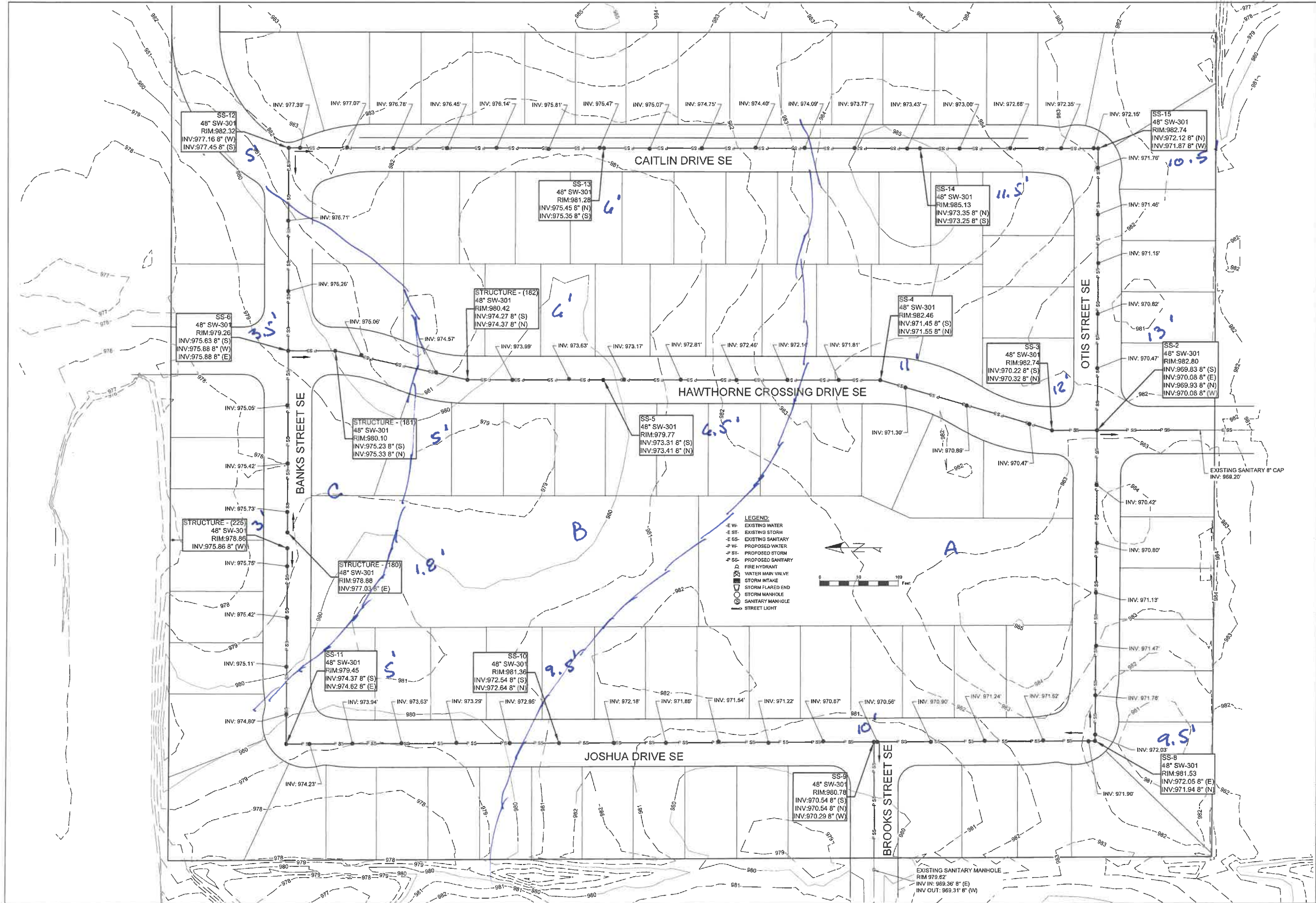
VEENSTRA & KIMM, INC.



H. R. Veenstra Jr.

HRVJr:rdp
4285 - 131
Enclosure

Cc: Marketa Oliver, City of Bondurant
John Horton, City of Bondurant



WISTERIA CROSSING
BONDURANT, IA

STUBBS ENGINEERING
431 NE 72ND ST, PLEASANT HILL, IA 50327
(515) 979 - 8499



SANITARY DEPTH
EXHIBIT

DATE: 09/09/22
DRAWN BY: NDE
ENGINEER: BWS
PROJECT NUMBER: 22-024
PAGE NUMBER:

1



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

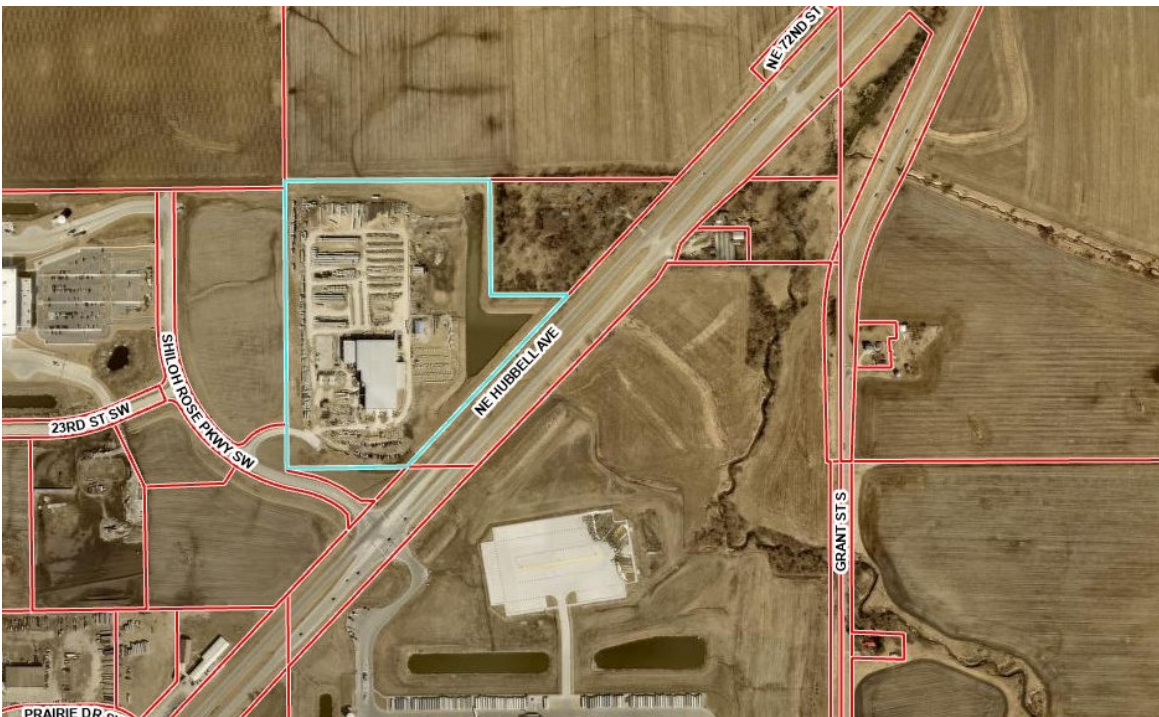
Item No. 8.f.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving the Midstates Precast Products site plan expansion project regarding paved parking lot and a new office building

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review by the Planning & Zoning Commission and City Council for the existing 30-acre parcel of land located along Hubbell Avenue SW and accessed from Shiloh Rose Parkway SW. The site plan applicant is Midstates Precast Products. The site plan was prepared by Civil Design Advantage. The applicants are proposing a parking lot with 59 spaces and an approximately 5,512 square foot accessory structure. This property is zoned as being within the City's Limited Industrial (M-1) District. The current use of the property will remain the same.



Wh

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

Consistency with the City's Comprehensive Plan:

A M-1 development at this location is consistent with the (draft) 2022 Comprehensive Plan which guides for Regional Commercial at this location.

Consistency with the City's Zoning Code:

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

General Commercial Use & Bulk

- No additional outdoor storage area is proposed on the site plan.
- The site plan labels the required setbacks at this location - a 50' front yard setback along Shiloh Rose Parkway SW and a 26' rear yard setback along the east property line. No minimum south side yard setback applies since the property adjacent to the south is not zoned residential. While the C-2 District allows for a minimum 30' front yard setback and a minimum 25' rear yard setback, Section 177.06 of the Zoning Code requires that whenever the subdivision plat shows a setback greater than what the zoning district requires, the setback shown on the plat shall apply.
- The accessory building has no additional information provided other than square footage.

Parking/Drive Areas

- Access to the site is from a driveway on the east side of Shiloh Rose Parkway SW at the southwest corner of the site.
- The site plan shows that no part of any parking/drive area (excluding driveways) will be located closer than 3' away from the front property lines, as is required by Section 177.10.1.
- The site plan shows that all parking/drive areas will be paved as required by Section 177.10.2 of the Zoning Code.
- Section 177.09.21 of the Zoning Code will be applied when determining minimum parking stall count requirements at this location. This section reads: Warehousing: one (1) space per employee.
- Section 177.08 regulates minimum loading space count requirements. There is existing loading space on the site and will not change.

- The site plan shows parking spaces will be provided with raised curbing or equivalent, as is required by Section 177.10.8.

Stormwater, Utilities & Natural Features

- A stormwater management report has been requested for review by the City Engineer. The applicant has stated the existing water retention pond is large enough to service the proposed improvements to the site. No stormwater management report has been submitted to confirm this.
- Page 3 contains the required utility plan. Sanitary sewer, water, electric and gas are all being extended to the east side of the proposed building from existing utility lines.
- This property is located within the Highway 65 Utility Extension Sanitary Sewer Connection Fee District.
- This site is not situated within FEMA's 100-year floodplain.
- This site is not situated within the City's Stream Buffer Ordinance area.

Landscaping Plan

- Page 2 of the site plan shows the required landscaping plan. Notes on this:
 - The site plan notes the existing landscaping buffer provided in the front yard setback area.
 - 59 parking spaces/18 = at least 4 interior trees are required. The site plan shows 4 interior trees proposed.
 - At least 5% interior greenspace must be provided for any parking area visible from the public right-of-way. The site plan does not note what percentage of interior greenspace is being provided.
 - The site plan shows that the required general trees will be located at least 4' away from the front property line as required by Section 182.05.E of the Zoning Code.
 - Section 182.04 of the Zoning Code requires deciduous trees conform to the minimum of 1 ¾ inch caliper in size at time of planting. The applicant has not provided the City with the size of tree(s) that will be installed.
 - The site plan notes that 56% of this site will be open space. This exceeds the minimum 15% requirement of the M-1 District as regulated by Section 178.13.5.F.
 - The properties immediately adjacent to this site are Light Industrial (M-1) and no additional screening is required.

○ Architectural Elevations

- Site plan submittal did not include the required building elevations.

Notes on this:

- Elevations must be in color.
- Elevations to note proposed building height.
- Confirm that if applicable, all roof mounted mechanical units will be screened from view of the public right-of-way.
- A reminder that adequate treatment or screening of negative aspects of the building (i.e. non-residential overhead door) from any public street or adjoining properties shall be required.
- This building falls within 500' of the Overlay District and is subject to the following Zoning Code requirements:
 - All buildings should be designed to minimize single plane walls and boxy appearance through the use of pitched roofs, dormers, cupolas, multiple rooflines, and relief in long wall expanses.
 - Loading docks, service areas, and overhead doors shall not face the Highway 65 corridor if other positioning is available.
 - Industrial buildings adjacent to residential uses should be designed with an articulated roofline, giving emphasis to architectural elements that will help divide the mass of a large building into smaller, identifiable parts.
 - Industrial buildings shall incorporate façade modulation into all building elevations visible to the public or adjacent to less intense uses in order to preserve building scale and reduce the effect of long, large, or expansive wall surfaces. Variation of these surfaces can be accomplished by physical offsets or the use of color, pattern, or texture.
 - Buildings shall incorporate architectural design elements, materials, and colors into the side and rear building elevations similar to those used in the front building elevation.
 - All public street facing elevations shall incorporate no less than 2 different primary materials, together comprising a majority or no less than 50% of the total façade surface area. Limited materials shall not be used on a street-facing façade except as a minor trim

element not to exceed 10% of the total façade surface area.

- All facades other than public street-facing building facades shall incorporate at least 1 primary of secondary material comprising no less than 80% of the total façade surface area. Limited materials shall not be used except as a minor trim element not to exceed 20% of the total surface area.
- Primary building materials: brick veneer, fired clay (including thin brick veneer when applied in a manner that gives the appearance of full depth brick), stone (including synthetic stone veneer), clear or slightly tinted glass (not including mirrored or heavily-tinted glass), burnished/ground-faced block, architectural quality precast concrete panels (high finish precast panels, textured or burnished, and integrally colored – not painted), architectural quality, metal wall panel systems (high quality metal panels for decorative surface application with concealed fasteners), or materials of similar quality, appearance, and durability as determined by the P&Z and City Council.
- Secondary building materials: wood or cement fiber siding, split-faced block, traditional stucco, architectural quality metal wall panel systems (high quality metal panels for decorative surface application with exposed fasteners), EIFS, or materials of similar quality, appearance and durability as determined by the P&Z and City Council.
- Limited trim building materials: smooth concrete block, site cast and precast concrete panels (plain and may be painted), metal siding panels and trim, mirrored or heavily tinted glass, vinyl and PVC panels siding and trim, composite wood panels siding and trim, or other similar materials as determined by the P&Z and Council.

Other Site Plan Features

- Staff commented that any lighting used to illuminate the parking area will be arranged so as to reflect lighting away from any adjacent residential use. This

can be accomplished by installing full cut-off lighting. Currently, no plans have been submitted to the City.

- Staff commented if any exterior dumpster is proposed as a result of this project, site plan should show its location and note its screening technique. Currently, no exterior dumpster is proposed.

Comments from City Officials:

The following City departments were notified of the submitted site plan

1. Public Works - reviewed and noted no comments/concerns.
2. Engineering – still under review. This has been factored in as part of the attached P&Z recommendation resolution.
3. Fire Department - reviewed and noted no comments/concerns.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The following options exist for the City Council:

1. Approval of the RESOLUTION.
2. Approval of RESOLUTION, subject to certain Zoning Code clarification items being addressed.
3. Denial of the RESOLUTION.
4. Table pending additional information.

Staff recommends approval of the RESOLUTION, regarding recommended approval of the Midstates Precast Products site plan, subject to the following City Code clarification items:

1. The existing right-of-way easement located in the southeast portion of the site plan is vacated.
2. Applicant to provide clarification on how employee and customer vehicle parking will be prevented on the remaining non-paved surface areas.
3. The remaining landscaping requirements are submitted and approved by City staff.

The Planning and Zoning Commission voted 6-0 recommending approval of the Midstates Precast Products site plan.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-214
2. Midstates Precast Products Site Plan

CITY OF BONDURANT
RESOLUTION NO. 220926-214

RESOLUTION REGARDING APPROVAL OF THE SITE PLAN FOR 2340 HUBBELL
AVENUE SW

WHEREAS, Midstates Precast Products submitted the site plan for the property located at 2340 Hubbell Avenue SW described as follows; AND

THAT PART OF THE SOUTH 81.50 ACRES OF THE NE FRACTION $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, BEINGMORE PARTICULARLY DESCRIBED AS PARCEL "A" ON THE PLAT OF SURVEY FILED JULY 30, 1979, IN BOOK 4937 AT PAGE 244 IN THE OFFICE OF THE POLK COUNTY RECORDER, POLK COUNTY, IOWA.

WHEREAS, the owner is GSC Properties LLC, Fred Larson; AND

WHEREAS, the zoning for the property is Limited Industrial (M-1) and that use(s) proposed shall adhere to Section 178.13.1 of the Zoning Code; AND

WHEREAS, the Planning & Zoning Commission reviewed the 2340 Hubbell Avenue SW site plan during their meeting on September 8, 2022 and voted on recommended approval subject to the City Code clarification items noted in this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 2340 Hubbell Avenue SW site plan is hereby approved subject to the following City Code clarification items being addressed:

1. That this RESOLUTION NO PZ. 220908-25 also includes recommended Commission approval of the roadway easement vacation require for the portion of Midstates Drive located back on the Midstates Precast Products site.
2. That the site plan must be updated to show that interior tree and interior landscaping requirement are met.
3. That the building elevations must be updated to show that all Overlay District building material requirements are met, or that a variance by the Board of Adjustment must be obtained to allow for materials not meeting the Overlay District.

Passed this 26th day of September 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				

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No., was published as required by law on the .

Shelby Hagan
City Clerk

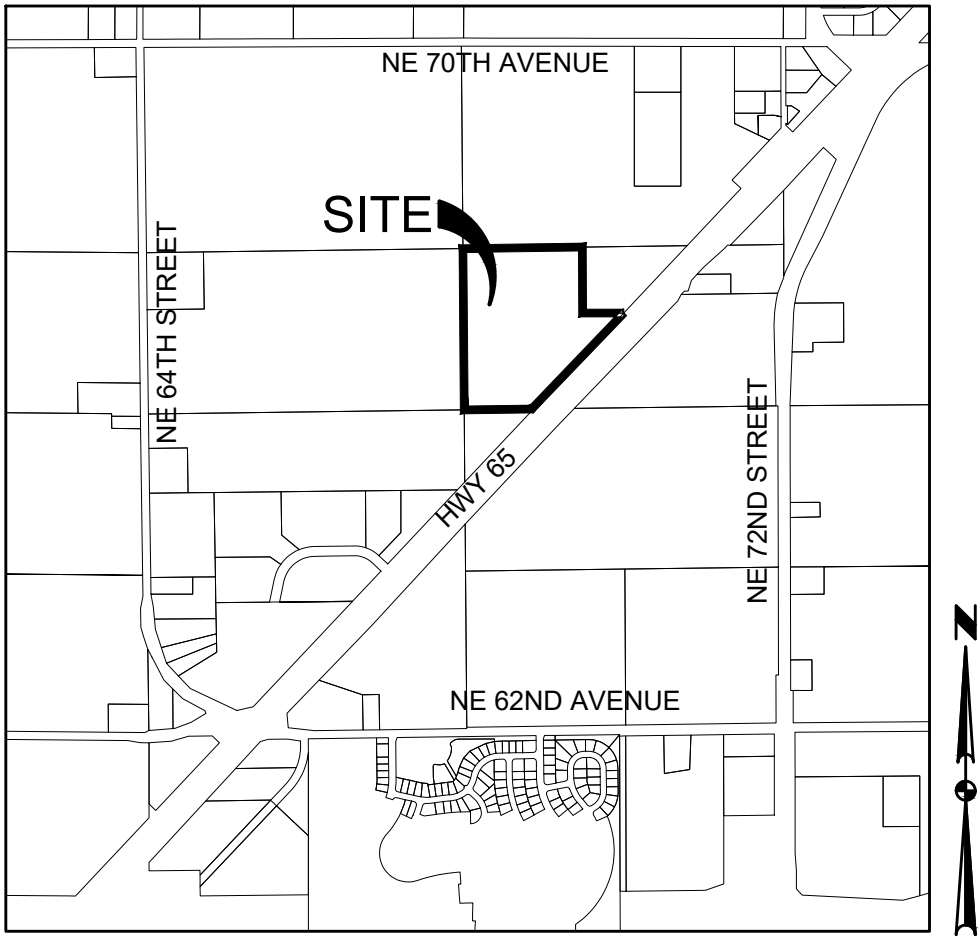
SITE PLAN FOR:

MIDSTATES PRECAST PRODUCTS - PHASE 2

BONDURANT, IOWA

VICINITY MAP

NOT TO SCALE



LEGAL DESCRIPTION

THAT PART OF THE SOUTH 81.50 ACRES OF THE NE FRACTIONAL 1/4 OF SECTION 1, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE 5TH P.M., NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS PARCEL "A" ON THE PLAT OF SURVEY FILED JULY 30, 1979 IN BOOK 4937 AT PAGE 244 IN THE OFFICE OF THE POLK COUNTY RECORDER, POLK COUNTY, IOWA.

INDEX OF SHEETS

NO.	DESCRIPTION
1	COVER SHEET
2	DIMENSION PLAN
3	GRADING & UTILITY PLAN

GENERAL LEGEND

PROPOSED

PROJECT BOUNDARY	—————
LOT LINE	—————
SECTION LINE	—————
CENTER LINE	—————
RIGHT OF WAY	——— R/W ———
PERMANENT EASEMENT	——— P/E ———
TEMPORARY EASEMENT	——— T/E ———
TYPE SW-501 STORM INTAKE	
TYPE SW-503 STORM INTAKE	
TYPE SW-505 STORM INTAKE	
TYPE SW-506 STORM INTAKE	
TYPE SW-513 STORM INTAKE	
TYPE SW-401 STORM MANHOLE	
TYPE SW-402 STORM MANHOLE	
TYPE SW-301 SANITARY MANHOLE	
STORM/SANITARY CLEANOUT	
WATER VALVE	
FIRE HYDRANT ASSEMBLY	
SIGN	
DETECTABLE WARNING PANEL	
STORM SEWER STRUCTURE NO.	
STORM SEWER PIPE NO.	
SANITARY SEWER STRUCTURE NO.	
SANITARY SEWER PIPE NO.	
SANITARY SEWER WITH SIZE	————— 8"S ———
SANITARY SERVICE	————— S ——— S ——— S ———
STORM SEWER	————— ST ——— ST ———
STORM SERVICE	————— 8"W ———
WATERMAIN WITH SIZE	————— W ——— W ———
WATER SERVICE	————— W ——— W ———
SAWCUT (FULL DEPTH)	
SILT FENCE	

EXISTING

SANITARY MANHOLE	
WATER VALVE BOX	
FIRE HYDRANT	
WATER CURB STOP	
WELL	
STORM SEWER MANHOLE	
STORM SEWER SINGLE INTAKE	
STORM SEWER DOUBLE INTAKE	
FLARED END SECTION	
ROOF DRAIN/ DOWNSPOUT	
DECIDUOUS TREE	
CONIFEROUS TREE	
DECIDUOUS SHRUB	
CONIFEROUS SHRUB	
ELECTRIC POWER POLE	
GUY ANCHOR	
STREET LIGHT	
POWER POLE W/ TRANSFORMER	
UTILITY POLE W/ LIGHT	
ELECTRIC BOX	
ELECTRIC TRANSFORMER	
ELECTRIC MANHOLE OR VAULT	
TRAFFIC SIGN	
TELEPHONE JUNCTION BOX	
TELEPHONE MANHOLE/VAULT	
TELEPHONE POLE	
GAS VALVE BOX	
CABLE TV JUNCTION BOX	
CABLE TV MANHOLE/VAULT	
MAIL BOX	
BENCHMARK	
SOIL BORING	
UNDERGROUND TV CABLE	————— TV ———
GAS MAIN	————— G ———
FIBER OPTIC	————— FO ———
UNDERGROUND TELEPHONE	————— T ———
OVERHEAD ELECTRIC	————— OE ———
UNDERGROUND ELECTRIC	————— E ———
FIELD TILE	————— TILE ———
SANITARY SEWER W/ SIZE	————— 8"S ———
STORM SEWER W/ SIZE	————— 15" RCP ———
WATER MAIN W/ SIZE	————— 8"W ———

OWNER / APPLICANT

GSC PROPERTIES LLC
CONTACT: FRED LARSON
1300 LINCOLN STREET
WEST DES MOINES, IOWA 50265
PH. (515) 729-3383

PARKING CALCULATIONS

ONE SPACE PER EMPLOYEE
59 EMPLOYEES
PARKING PROVIDED = 70 SPACES

ENGINEER

CIVIL DESIGN ADVANTAGE, LLC
CONTACT: ERIN OLLENDIKE
4121 NW URBANDALE DRIVE
URBANDALE, IOWA 50322
PH. (515) 369-4400
FX. (515) 369-4410

OPEN SPACE CALCULATIONS

SITE AREA = 1,306,739 SF
OPEN SPACE REQUIRED = 196,011 (15%)
OPEN SPACE PROVIDED = 726,672 (56%)

SITE ADDRESS

2340 HUBBELL AVENUE SW



UTILITY WARNING

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



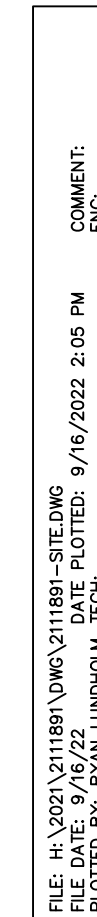
THE PROJECT REQUIRES AN IOWA NPDES PERMIT #2 AND CITY OF BONDURANT GRADING PERMIT. CIVIL DESIGN ADVANTAGE WILL PROVIDE THE PERMITS AND THE INITIAL STORM WATER POLLUTION PREVENTION PLAN (SWPPP) FOR THE CONTRACTORS USE DURING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING THE SWPPP THROUGHOUT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

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

THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG) AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

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

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
	ERIN K. OLLENDIKE, P.E. DATE
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023 PAGES OR SHEETS COVERED BY THIS SEAL:
	SHEETS 1-3



1. ALL APPLICABLE CITY PERMITS, INCLUDING BUT NOT LIMITED TO CLOSURE PERMITS, SHALL BE OBTAINED PRIOR TO ANY CONSTRUCTION WITHIN CITY OF MARIETTA.
2. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. PERMANENT SIGNING THAT CONVEYS A MESSAGE CONTRARY TO THE MESSAGE OF TEMPORARY SIGNING SHALL BE PROHIBITED. THE WORKING CONDITIONS SHALL BE COVERED BY THE CONTRACTOR. SIGNAGE DICTATED BY THE CITY OF MARIETTA SHALL BE USED. THE CONTRACTOR SHALL COORDINATE HIS TRAFFIC CONTROL WITH OTHER CONSTRUCTION PROJECTS IN THE AREA.
4. SIDEWALK AND SIDEWALK SIGNAGE REQUIRING ONE SIDEWALK CLOSURES, SIGNAGE AND TEMPORARY PEDESTRIAN ACCESS ROUTE THROUGH THE CONSTRUCTION AREA SHALL MEET THE REQUIREMENTS OF PUBLIC RIGHT-OF-WAY ACCESSIBILITY GUIDELINES (PROWAG), SECTION R205 AND IOWA DOT DESIGN MANUAL, CHAPTER 12.
5. THE CONTRACTOR SHALL CAUTIONED NEITHER TO OBSTRUCT NOR REMOVE ANY EXISTING PAVEMENT, NOR TO DISTURB THE EXISTING TRAFFIC PATTERNS MORE THAN IS NECESSARY FOR THE PROPER EXECUTION OF THE WORK.
6. ALL SIGNING AND LANE STRIPING WILL NEED TO COMPLY WITH MUTCD.
7. MAINTENANCE AND REPAIR OF THE SIGNING AND STRIPING WILL BE THE RESPONSIBILITY OF THE APPLICANT.

1. SIDEWALKS	4" P.P.C.
2. DRIVEWAY AND PARKING AREAS	6" P.C.C.

1 TREE PER 18 PARKING SPACES

59 SPACES = 4 TREES
PROVIDED = 4 TREES

NOT LESS THAN FIVE PERCENT (5%) OF PARKING LOT SHALL BE LANDSCAPED AND CONTINUOUSLY MAINTAINED.

PARKING LOT= 21,851 SF
LANDSCAPED AREA REQUIRED = 1,093 SF (5%)
LANDSCAPED AREA PROVIDED = 1,097 SF (SOD)

THE 2021 EDITION OF THE SDGAS STANDARD SPECIFICATIONS AND ALL CITY SUPPLEMENTALS, IF APPLICABLE, SHALL APPLY TO ALL WORK ON THIS PROJECT UNLESS OTHERWISE NOTED.

ALL WORK SHALL COMPLY WITH ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES. ALL WORK SHALL BE IN ACCORDANCE WITH OSHA CODES AND STANDARDS. NOTHING INDICATED ON THE DRAWINGS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH ALL APPLICABLE SAFETY REGULATIONS.

PRIOR TO ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER, ENGINEER, AND/OR ARCHITECT, AND CONSULT WITH OWNER'S PERSONNEL AND THE CITY ENGINEER'S REPRESENTATIVES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE FROM FAILURE TO COMPLY WITH THIS REQUIREMENT.

ONE WEEK PRIOR TO CONSTRUCTION WITHIN CITY R.O.W. OR ANY CONNECTION TO PUBLIC SEWERS CONTRACTOR SHALL NOTIFY THE CITY'S CONSTRUCTION DIVISION.

ALL CONSTRUCTION WITHIN PUBLIC R.O.W.'S, EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS, SHALL COMPLY WITH THE CITY'S STANDARDS.

ALL DIMENSIONS ARE TO BACK OF CURB, BUILDING FACE OR PROPERTY LINE UNLESS OTHERWISE NOTED.

CONTRACTOR TO VERIFY BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS.

PLACE 3/4 INCH EXPANSION JOINT BETWEEN ALL P.C.C. PAVEMENT/SIDEWALKS AND BUILDING. PLACE 1/2 INCH EXPANSION JOINT BETWEEN SIDEWALKS AND P.C.C. PAVEMENT.

REMOVE ALL DEBRIS SPILLED INTO R.O.W. AT THE END OF EACH WORK DAY.

ALL PINS SHALL BE PROTECTED FROM GRADING OR OTHER OPERATIONS. ANY PINS DISBURSED SHALL BE RESET AT THE CONTRACTOR'S EXPENSE.

DO NOT STORE CONSTRUCTION MATERIALS AND EQUIPMENT IN THE RIGHT OF WAY.

THE CONTRACTOR SHALL NOT DISTURB DESIRABLE GRASS AREAS AND DESIRABLE TREES OUTSIDE THE CONSTRUCTION LIMITS. THE CONTRACTOR WILL NOT BE PERMITTED TO PARK OR SERVICE VEHICLES OR EQUIPMENT IN THESE AREAS OR TO STORE ANY KIND OF MATERIALS, STORAGE, PARKING AND SERVICE AREAS WILL BE SUBJECT TO THE APPROVAL OF THE OWNER.

THE CONTRACTOR IS RESPONSIBLE FOR REPLACING ANY AREAS OF PAVEMENT OR SIDEWALK NOT TO BE REMOVED THAT IS DAMAGED DUE TO OPERATING EQUIPMENT ON THE PAVEMENT OR SIDEWALK.

THE CONTRACTOR MAY BE REQUIRED TO PLACE TEMPORARY WARNING DEVICES AND SAFETY FENCE AT CERTAIN LOCATIONS WHERE REPLACEMENT FEATURES ARE NOT INSTALLED THE SAME DAY, AS DIRECTED BY THE ENGINEER OR THE CITY.

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF WORK BETWEEN SUPPLIERS AND SUBCONTRACTORS INVOLVED IN THE PROJECT, INCLUDING STAGING OF CONSTRUCTION EQUIPMENT.

CONCRETE REMOVAL FOR DRIVEWAY APPROACHES SHALL BE REMOVED TO THE NEAREST TRANSVERSE JOINT. CONTRACTOR SHALL VERIFY REMOVAL LIMITS WITH CITY'S CONSTRUCTION INSPECTOR PRIOR TO ANY CONCRETE REMOVAL.

ALL SCOUR STOP SHALL BE INSTALLED BY A CERTIFIED CONTRACTOR ACCORDING TO SCOUR STOP PRODUCT SPECIFICATION.

ALL PERMITTED ADDITIONAL FEES REQUIRED TO COMPLETE THE WORK SHALL BE INCLUDED IN THE CONTRACTOR BID.

THE EXISTING RIGHT OF WAY EASEMENT WILL NOT BE VACATED.

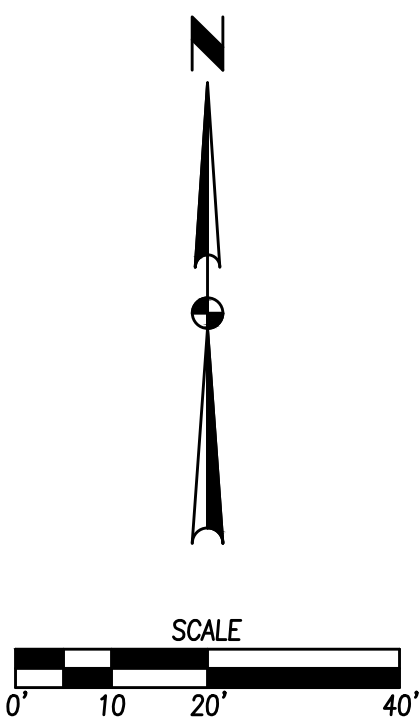
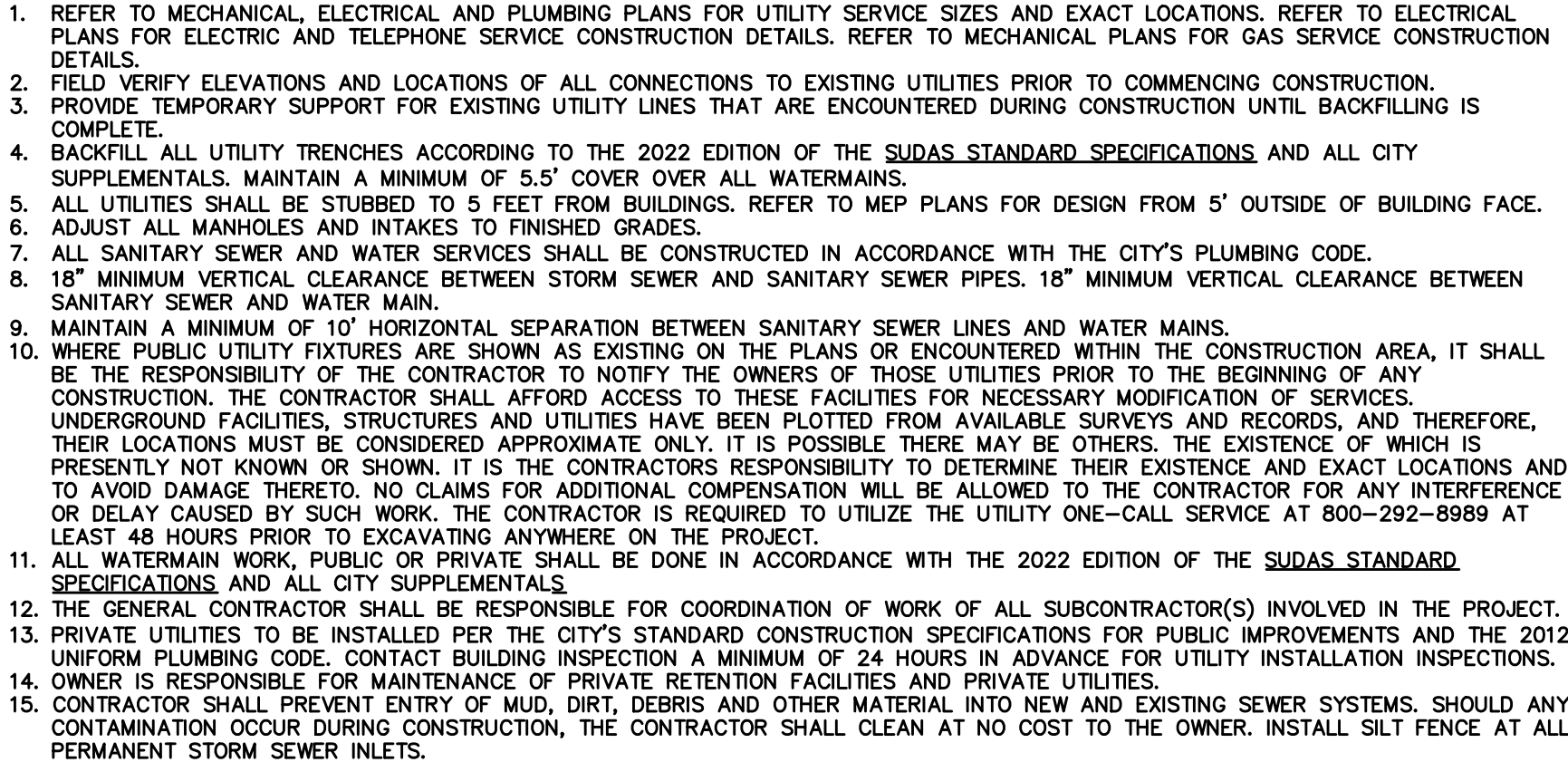




1. PRIOR TO ANY GRADING, A COPY OF THE NPDES PERMIT SHALL BE PROVIDED TO THE CITY'S BUILDING DIVISION.
2. CONTRACTOR SHALL STRIP ALL DELETERIOUS MATERIAL. THE TOP 6" OF TOPSOIL IS TO BE STOCKPILED AND RESTORED AFTER GRADING IS COMPLETE. CONTRACTOR WILL BE RESPONSIBLE FOR PROVIDING A SUITABLE TOPSOIL STOCKPILE SITE.
3. EXCAVATION SHALL BE IN ACCORDANCE WITH THE 2022 EDITION OF THE SUDAS STANDARD SPECIFICATIONS, AND ALL CITY SUPPLEMENTALS, IF APPLICABLE.
4. ALL EXISTING GRADES AT PROPERTY LINES AND/OR CONSTRUCTION LIMITS.
5. ALL SLOPE ELEVATIONS ARE FORM GRADE (FG) OR TOP OF FINISHED SURFACES UNLESS OTHERWISE NOTED.
6. SITE SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDINGS.
7. SLOPES IN PAVEMENT SHALL BE UNIFORM TO AVOID FONDING.
8. THIS CONTRACTOR SHALL BE RESPONSIBLE TO WITHIN THE CONSTRUCTION LIMITS AND EASEMENTS SHOWN ON THE PLANS, ANY DAMAGE TO PROPERTIES OUTSIDE THE SITE BOUNDARY SHALL BE AT THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
9. THE CONTRACTOR SHALL APPLY NECESSARY DUST CONTROL TO THE CONSTRUCTION AREA AND MAINTAIN TRUCKS TO PREVENT THE SPREAD OF DUST.
10. REFER TO SEPARATE STORM WATER POLLUTION PREVENTION PLAN FOR DETAILS ON EROSION CONTROL.
11. FINISH GRADING TO BE APPROVED BY THE ARCHITECT AND CIVIL ENGINEER. MATCH EXISTING GRADES AT THE INTERFACE OF NEW AND EXISTING GRADES OR PAVING.

SIDEWALKS:

MAINTAIN 5% MAXIMUM LONGITUDINAL SLOPE ON ALL PAVED WALKWAYS. ALL WALKS TO HAVE 2.0% MAXIMUM TRANSVERSE SLOPE IN THE DIRECTION OF NATURAL DRAINAGE. SAW CUT JOINTS AS SOON AS CONCRETE HAS SET. SAW CUTS TO BE 1/8" TO 1/4" WIDE; DEPTH: LONGITUDINAL T/3, TRANSVERSE T/4.



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

ENGINEER: EKO	EI: GH
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PRECAST PRODUCTS - PHASE 2 GRADING & UTILITY PLAN



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

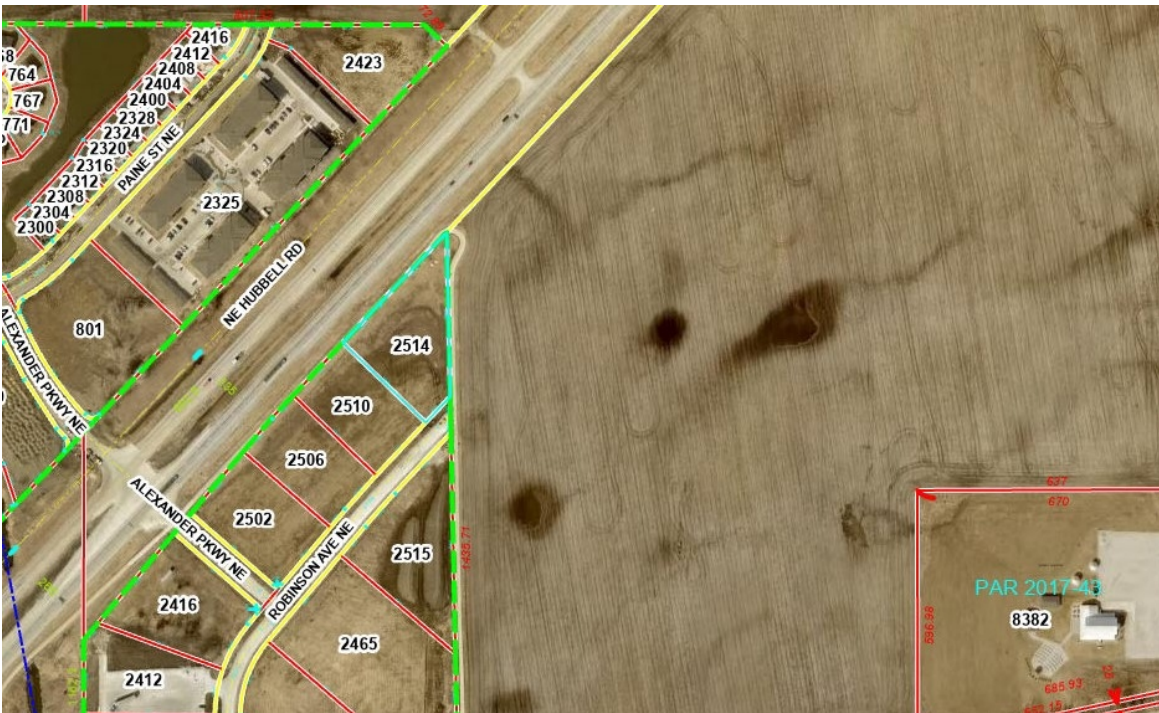
Item No. 8.g.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution approving 2514 Robinson Avenue, NE site plan

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review by the Planning & Zoning Commission and City Council for the existing 1.36-acre parcel of land accessed from Robinson Avenue NE. The site plan applicant is Bondurant Business Park LLC. The site plan was prepared by Pelds Design Services. The applicants are proposing a 80' x 175' building, 17 parking spaces with additional loading spaces and an area for outdoor storage. This property is zoned as being within the City's Medium Industrial (M-2) District. The use of the property will remain the same.



Wh

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

Consistency with the City's Comprehensive Plan:

A M-1 development at this location is consistent with the (draft) 2022 Comprehensive Plan which guides for Regional Commercial at this location.

Consistency with the City's Zoning Code:

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

General Commercial Use & Bulk

- Outdoor storage area is proposed in the northeast corner of the site.
- The site plan labels the required setbacks at this location - a 30' front yard setback along Robinson Avenue NE, a 40' rear yard setback along the east property line and 20' side yard setbacks along the northern and southern property lines.

Parking/Drive Areas

- Access to the site is from a driveway on the west side of Robinson Avenue NE and at the southeast corner of the site.
- The proposed driveway is located in a proposed 24' wide access easement. The easement will be located on the southern 12' of the property and northern 12' feet of the property directly south.
- The site plan shows that no part of any parking/drive area (excluding driveways) will be located closer than 3' away from the front property lines, as is required by Section 177.10.1.
- The site plan shows that all parking/drive areas will be paved as required by Section 177.10.2 of the Zoning Code.
- Section 177.09.21 of the Zoning Code will be applied when determining minimum parking stall count requirements at this location. This section reads: Warehousing: one (1) space per employee.
- Section 177.08 regulates minimum loading space count requirements. This section reads: at least one (1) off-street loading space plus one (1) additional loading space for each twenty thousand (20,000) square feet or major fraction

thereof of gross floor area so used in excess of ten thousand (10,000) square feet.

- The site plan shows 17 parking spaces, including 1 handicap stall, and 3 loading spaces.
- The site plan shows parking spaces will be provided with raised curbing or equivalent, as is required by Section 177.10.8.

Stormwater, Utilities & Natural Features

- A stormwater management report has been submitted for review by the City Engineer. All preliminary comments submitted by V&K have been addressed.
- Page 5 contains the required utility plan. Sanitary sewer, water, electric and gas are all being extended to the east side of the proposed building from existing utility lines.
- This property is located within the Urban Service Area Sanitary Sewer Connection Fee District and the Park Side Water Connection Fee District.
- This site is not situated within FEMA's 100-year floodplain.
- This site is not situated within the City's Stream Buffer Ordinance area.
- Staff commented that any lighting used to illuminate the parking area will be arranged so as to reflect lighting away from any adjacent residential use. This can be accomplished by installing full cut-off lighting. Page 5, addresses Staff's comments.

Landscaping Plan

- Page 2 of the site plan shows the required landscaping plan. Notes on this:
 1. The site plan notes the existing landscaping buffer provided in the front yard setback area.
 2. 19 parking spaces/18 = at least 1 interior trees are required. The site plan shows 1 interior trees proposed.
 3. At least 5% interior greenspace must be provided for any parking area visible from the public right-of-way. The site plan notes 5% interior greenspace would equate to 266 square feet. The site plan shows 738 square feet are provided for greenspace.
 4. The site plan shows that the required general trees will be located at least 4' away from the front property line as required by Section

182.05.E of the Zoning Code.

1. Section 182.04 of the Zoning Code requires deciduous trees conform to the minimum of 1 ¾ inch caliper in size at time of planting. The applicant has not provided the City with the size of tree(s) that will be installed.
2. The site plan notes that 31% of this site will be open space.
3. The properties immediately adjacent to this site are Light Industrial (M-2) and no additional screening is required.

Architectural Elevations

- Site plan submittal includes the required building elevations. Notes on this:
 - Elevations are provided in color.
 - Proposed building height will be 22 feet.
 - All roof mounted mechanical units will be screened from view of the public right-of-way. Currently no such units are proposed
 - A reminder that adequate treatment or screening of negative aspects of the building (i.e. non-residential overhead door) from any public street or adjoining properties shall be required.
 - This building falls within 500' of the Overlay District and is subject to the following Zoning Code requirements:
 - All buildings should be designed to minimize single plane walls and boxy appearance through the use of pitched roofs, dormers, cupolas, multiple rooflines, and relief in long wall expanses.
 - Loading docks, service areas, and overhead doors shall not face the Highway 65 corridor if other positioning is available.
 - Industrial buildings adjacent to residential uses should be designed with an articulated roofline, giving emphasis to architectural elements that will help divide the mass of a large building into smaller, identifiable parts.
 - Industrial buildings shall incorporate façade modulation into all building elevations visible to the public or adjacent to less intense uses in order to preserve building scale and reduce the effect of long, large, or expansive wall surfaces. Variation of these surfaces can be accomplished by physical offsets or the use of color, pattern, or texture.
 - Buildings shall incorporate architectural design elements, materials, and colors into the side and rear building elevations similar to those used in the front building elevation.
 - All public street facing elevations shall incorporate no less than 2 different primary materials, together comprising a majority or no less than 50% of the total façade surface area. Limited materials

shall not be used on a street-facing façade except as a minor trim element not to exceed 10% of the total façade surface area.

- All facades other than public street-facing building facades shall incorporate at least 1 primary or secondary material comprising no less than 80% of the total façade surface area. Limited materials shall not be used except as a minor trim element not to exceed 20% of the total surface area.
- Primary building materials: brick veneer, fired clay (including thin brick veneer when applied in a manner that gives the appearance of full depth brick), stone (including synthetic stone veneer), clear or slightly tinted glass (not including mirrored or heavily-tinted glass), burnished/ground-faced block, architectural quality precast concrete panels (high finish precast panels, textured or burnished, and integrally colored – not painted), architectural quality, metal wall panel systems (high quality metal panels for decorative surface application with concealed fasteners), or materials of similar quality, appearance, and durability as determined by the P&Z and City Council.
- Secondary building materials: wood or cement fiber siding, split-faced block, traditional stucco, architectural quality metal wall panel systems (high quality metal panels for decorative surface application with exposed fasteners), EIFS, or materials of similar quality, appearance and durability as determined by the P&Z and City Council.
- Limited trim building materials: smooth concrete block, site cast and precast concrete panels (plain and may be painted), metal siding panels and trim, mirrored or heavily tinted glass, vinyl and PVC panels siding and trim, composite wood panels siding and trim, or other similar materials as determined by the P&Z and Council.

Other Site Plan Features

- Staff commented if any exterior dumpster is proposed as a result of this project, site plan should show its location and note its screening technique. Currently, no exterior dumpster is proposed.

Comments from City Officials:

The following City departments were notified of the submitted site plan:

1. Public Works - reviewed and noted no comments/concerns.
2. Engineering – reviewed and noted no comments/concerns.

3. Fire Department - reviewed and noted no comments/concerns

The Planning and Zoning Commission reviewed this site plan request at their September 22, 2022 meeting. There is some additional clarification needed for landscaping and outdoor storage screening.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The following options exist for the City Council:

1. Approval of RESOLUTION NO. PZ-220922-27.
2. Approval of RESOLUTION NO. PZ-220922-27, subject to certain Zoning Code clarification items being addressed.
3. Denial of RESOLUTION NO. PZ-220922-27.
4. Table pending additional information.

Staff recommends approval of the 2514 Robinson Avenue NE site plan, subject to the following City Code clarification items:

1. That the developer shall provide recorded documentation of the cross-access easement prior to issuance of a certificate of occupancy at this location.
2. That the developer shall pay the connection fee district fees prior to building permit issuance.
3. That the site plan shall be updated to comply with the landscaping plan requirements as indicated in the agenda statement.
4. Appropriate screening will be provided around any and all outdoor storage.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-215
2. Site Plan
3. Easement Exhibit - Lot 2
4. Easement Exhibit Lot 1

CITY OF BONDURANT
RESOLUTION NO. 220926-215

RESOLUTION REGARDING APPROVAL OF THE SITE PLAN FOR 2514 ROBINSON
AVENUE NE

WHEREAS Pelds Design Services submitted a site plan for 2514 Robinson Avenue NE, described as follows; AND

LOT 1 BONDURANT INDUSTRIAL AN OFFICIAL PLAT, ALL BEING IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY IA.

WHEREAS the zoning for the property is Medium Industrial (M-2) and a storage facility use is a permitted use per Sections 178.14.1.A and 178.13.1.EE of the Zoning Code; AND

WHEREAS the Planning & Zoning Commission reviewed the 2514 Robinson Avenue NE site plan during their meeting on September 22, 2022, and voted on recommended approval subject to the City Code clarification items noted in this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 2514 Robinson Avenue NE site plan is hereby approved subject to the following City Code clarification items being addressed:

1. That the developer shall provide recorded documentation of the cross-access easement prior to issuance of a certificate of occupancy at this location.
2. That the developer shall pay the connection fee district fees prior to building permit issuance.
3. That the site plan shall be updated to comply with the landscaping plan requirements as indicated in the agenda statement.
4. Appropriate screening will be provided around any and all outdoor storage.

Passed this 26th day of September 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				

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No., was published as required by law on the .

Shelby Hagan
City Clerk

2514 ROBINSON AVE NE
BONDURANT, IOWA 50035

EXISTING: M-2
ADJACENT ZONING:
NORTH WEST: ROAD ROW
NORTHEAST: M-2
SOUTH WEST: ROAD ROW
SOUTH EAST: M-2

FRONT: 30 FT
SIDE: 20 FT
REAR: 40 FT

PROPOSED: 80' x 175' - 14,000 SQ.FT.

STORAGE FACILITY

MAX BUILDING HEIGHT: 80 FT.
PROPOSED HEIGHT: 22

PARKING LOT: 6" THICK NON REINFORCED P.C.C. WITH MINIMUM 6" CRUSHED ROCK SUBBASE**

***6" CRUSHED ROCK SUBBASE THAT COMPLIES WITH AASHTO M147 GRADE C OR GRADE D AND SUBGRADE THAT IS COMPACTED TO 95% STANDARD PROCTOR DENSITY.

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

1.36 ACRES (59,436 SQ.FT.)

EXISTING:	100% (59,436 SQ.FT.)
PROPOSED:	31% (18,234 SQ.FT.)
REQUIRED:	10% (5943 SQ. FT.)

EXISTING:	0% (0 SQ.FT.)
PROPOSED:	69% (41,202 SQ.FT.)

REQUIRED: 1 SPACE PER EMPLOYEE
ESTIMATED: 3 TENANTS
PROPOSED: 17 SPACES (INCLUDING 1 HANDICAP PARKING STALLS)

ESTIMATED: 44,599 SQ.FT.
ALL DISTURBED AREAS SHALL BE SEEDED OR SODDED.
THE DISTURBED AREA FOR THIS SITE IS MORE THAN 1 ACRE, THEREFORE A NPDES PERMIT IS REQUIRED

PER FEMA MAP #19153C0235F, THE SITE IS LOCATED IN ZONE X, AREA OF MINMIAL FLOOD HAZARD

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

BONDURANT INDUSTRIAL PARK LOT 1
2514 ROBINSON AVE NE
BONDURANT, IOWA



LOT 1 IN BONDURANT INDUSTRIAL PARK, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA.

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

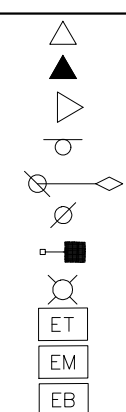
PELDS DESIGN SERVICES
2323 DIXON ST
DES MOINES, IOWA 50316
PROJECT CONTACT: ELARA JONDLE
PHONE: (515) 265-8196
EMAIL: ELARA@PELDS.COM

JAMES M. MYERS
2540 73RD STREET
URBANDALE, IOWA 50322
PROJECT CONTACT: JAMES M. MYERS
PHONE: 515-440-1111
EMAIL: JAMIE@PARAMOUNT-MIDWEST.COM

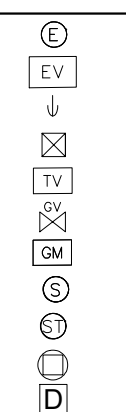
PELDS DESIGN SERVICES
2323 DIXON STREET
DES MOINES, IOWA 50316
PROJECT CONTACT: DANIEL WILLRICH
PHONE: 515-265-8196
EMAIL: DANIEL@PELDS.COM

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

F.F.	FINISHED FLOOR
+/-	MORE OR LESS
123.45G	GUTTER ELEVATION
123.45TC	TOP OF CURB ELEVATION
123.45/ <u>123.45</u>	EXISTING/ PROPOSED ELEVATION
FL	FLOWLINE ELEVATION
	CONTROL POINT
	CALCULATED CORNER
	FOUND CORNER



CALCULATED SECTION CORNER
FOUND SECTION CORNER
PARKING SPACE
SIGN
STREET LIGHT
POWER POLE
LIGHT POLE
AREA LIGHT
ELEC. TRANSFORMER
ELEC. METER
ELEC. BOX



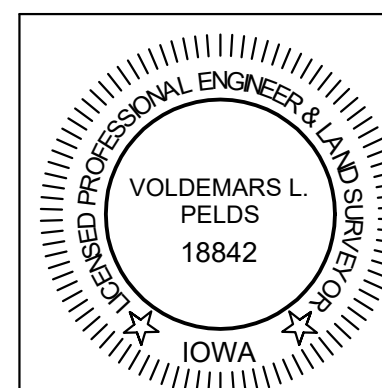
ELEC. MANHOLE
ELEC. VAULT
GUY ANCHOR
TEL. JUNCTION BOX
CABLE TV JUNCTION BOX
GAS VALVE
GAS METER
SANITARY SEWER MANHOLE
STORM SEWER MANHOLE
CLEANOUT
DOWNSPOUT



SINGLE INTAKE
 AREA INTAKE
 THROAT INTAKE
 FLARED END SECTION
 VALVE
 FIRE HYDRANT
 WATER METER
 WATER VALVE
 WATER TEE
 X— PROPOSED UTILITY LINE
 X— EXISTING UTILITY LINE



CATV	—	CABLE TELEVISION
FO	—	FIBER OPTIC
G	—	GAS LINE
OHE	—	OVERHEAD ELEC.
OHT	—	OVERHEAD TEL.
SAN	—	SANITARY SEWER
ST	—	STORM SEWER
UGE	—	UNDERGROUND ELEC.
UGT	—	UNDERGROUND TEL.
W	—	WATER
—□— FENCE LINE		

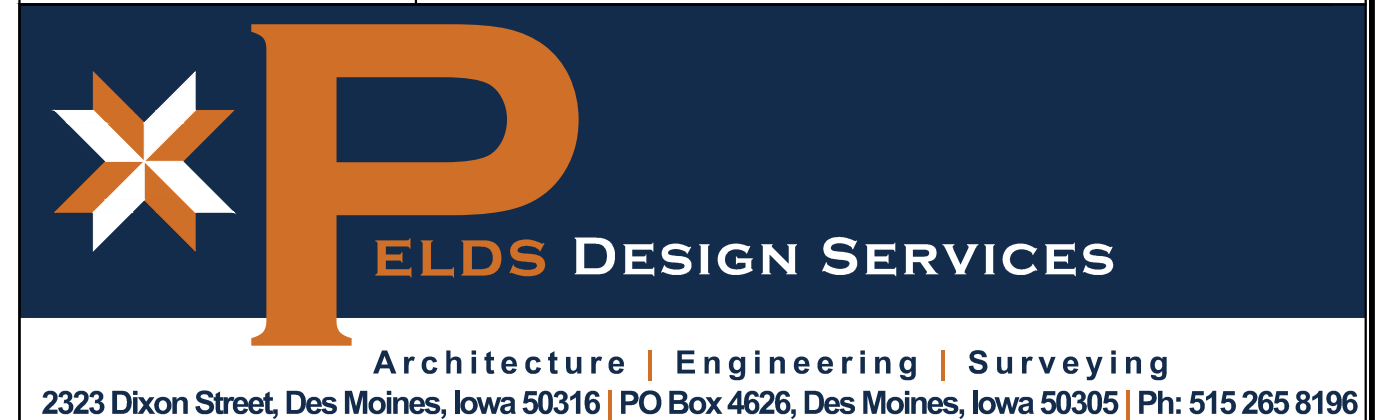


I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS
PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION
AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER
UNDER THE LAWS OF THE STATE OF IOWA.

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

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

ADDITIONAL PAGES OR SHEETS COVERED BY THIS SEAL (NONE
UNLESS INDICATED HERE): C-001 - C-105



TITLE BONDURANT INDUSTRIAL PARK LOT 1 2514 ROBINSON AVE NE BONDURANT, IOWA					
BENCHMARK:			REVISIONS: PRELIMINARY		
CORROSION DATE: ----		DRAWN BY: M.GUIGUIS		SCALE: _____	
		LATEST REVISION: 09/09/2022		DRAWING NO: 22-125	
FILES: J:\2022 Projects\22_125\1 of 1_RIP(E)Engineer\Site Plans\Sheet Set C-001 - COVER SHEET					

GENERAL NOTES

- THE CITY OF BONDURANT MUST BE NOTIFIED BY ALL CONTRACTORS 48 HOURS PRIOR TO COMMENCING WORK.
- ALL PROPOSED MATERIALS AND STRUCTURES SHALL BE APPROVED BY THE CITY OF BONDURANT AND BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS
- ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT O.S.H.A. CODES AND STANDARDS. NOTHING INDICATED ON THESE PLANS SHALL RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE APPROPRIATE SAFETY REGULATIONS.
- ALL NECESSARY CONSTRUCTION SIGNS, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES REQUIRED DURING CONSTRUCTION WILL BE FURNISHED BY THE CONTRACTOR. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES MUST BE IN CONFORMANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS."
- PELDS DESIGN SERVICES SHALL NOT BE LIABLE FOR ANY INJURIES THAT HAPPEN ON SITE. THIS SHALL INCLUDE BUT NOT BE LIMITED TO TRENCH COLLAPSES FROM VARYING SOIL CONDITIONS OR INJURIES CAUSED BY UNDERGROUND UTILITIES INCLUDING UTILITIES THAT ARE NOT SHOWN ON PLAN.
- THE CONTRACTOR IS LIABLE FOR ALL DAMAGES TO PUBLIC OR PRIVATE PROPERTY CAUSED BY THEIR ACTION OR INACTION IN PROVIDING FOR STORM WATER FLOW DURING CONSTRUCTION. DO NOT RESTRICT FLOWS IN EXISTING DRAINAGE CHANNELS, STORM SEWER, OR FACILITIES.
- IF A PRE-CONSTRUCTION MEETING IS REQUIRED PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE THIS MEETING.
- LABORATORY TESTS SHALL BE PERFORMED BY THE OWNER UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL PROVIDE SAMPLES OF MATERIAL REQUIRED FOR LABORATORY TESTS AND TESTING IN ACCORDANCE WITH THE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS.
- THE CONTRACTOR SHALL PROTECT ALL STRUCTURES NOT SHOWN AS REMOVALS ON THE PLANS.
- THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS PRIOR TO ANY CONSTRUCTION. CONTRACTOR SHALL WORK WITH OWNER OR OWNER'S REPRESENTATIVE ON ALL REQUIRED STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES AND THE CITY OF BONDURANT.
- THE CONTRACTOR SHALL PICK UP ANY DEBRIS SPILLED ONTO THE ADJACENT RIGHT OF WAY OR ABUTTING PROPERTIES AS THE RESULT OF CONSTRUCTION, AT THE END OF EACH WORK DAY.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROMPT REMOVAL OF ALL MUD THAT HAS BEEN TRACKED OR WASHED UNTO ADJACENT PROPERTY OR RIGHT OF WAY UNTIL SUCH TIME THAT PERMANENT VEGETATION HAS BEEN ESTABLISHED.
- DISPOSE OF ALL EXCESS MATERIALS AND TRASH IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS. PROVIDE WASTE AREAS OR DISPOSAL SITES OR EXCESS MATERIALS NOT DESIRABLE FOR INCORPORATION INTO THE PROJECT.
- ALL CONSTRUCTION WITHIN THE PUBLIC R.O.W/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS SHALL COMPLY WITH THE CITY OF BONDURANT.
- THE CONTRACTOR SHALL CONTACT THE CITY OF BONDURANT TO SCHEDULE ANY REQUIRED INSPECTIONS AT LEAST ONE WEEK PRIOR TO ANY CONSTRUCTION WITHIN PUBLIC R.O.W/EASEMENTS, AND/OR ANY CONNECTION TO PUBLIC SEWERS AND STREETS
- IN THE EVENT OF ANY CONFLICTING NOTES BETWEEN THE COVER SHEET AND ALL OTHER SHEETS, THE NOTES ON THE COVER SHEET SHALL SUPERCEDE ALL OTHERS
- IN THE EVENT OF ANY CONFLICTING INFORMATION BETWEEN THE LABEL, ELECTRONIC CAD FILE, AND THE ELECTRONIC SURFACE, THE DESIGN ENGINEER SHALL BE CONTACTED FOR CLARIFICATION
- ALL CONSTRUCTION IS TO CONFORM WITH THE 2022 EDITION OF THE STATEWIDE URBAN STANDARD SPECIFICATIONS.

SURVEY NOTES

- SURVEY WORK WAS COMPLETED BY PELDS DESIGN SERVICES IN AUGUST 2018. SEE SITE SURVEY PROVIDED AS PART OF THIS SET OF PLANS FOR EXISTING SITE CONDITIONS AND BOUNDARY INFORMATION.

STAKING NOTES

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

DEMO NOTES

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

WETLAND NOTES

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

DISCLAIMER

- THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.
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CIVIL ENGINEERING NOTES
FOR
BONDURANT INDUSTRIAL PARK LOT 1
2514 ROBINSON AVE NE
BONDURANT, IOWA

UTILITY NOTES

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

ELECTRICAL SERVICE NOTES

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

SANITARY SERVICE NOTES

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

STORM WATER SERVICE NOTES

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

WATER SERVICE NOTES

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

EXISTING UTILITIES NOTE

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

UTILITY CONFLICT NOTES

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

SPECIFICATIONS NOTES

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

REQUIRED AS-BUILT NOTES

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

PAVING NOTES

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

PAVEMENT SAWCUT NOTES

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

SOIL NOTES

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

GRADING NOTES

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

LANDSCAPING NOTES

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



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TITLE:

BONDURANT INDUSTRIAL PARK LOT 1
2514 ROBINSON AVE NE
BONDURANT, IOWA

BENCHMARK:

REVISION:

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M.GUIRGUIS

SCALE:

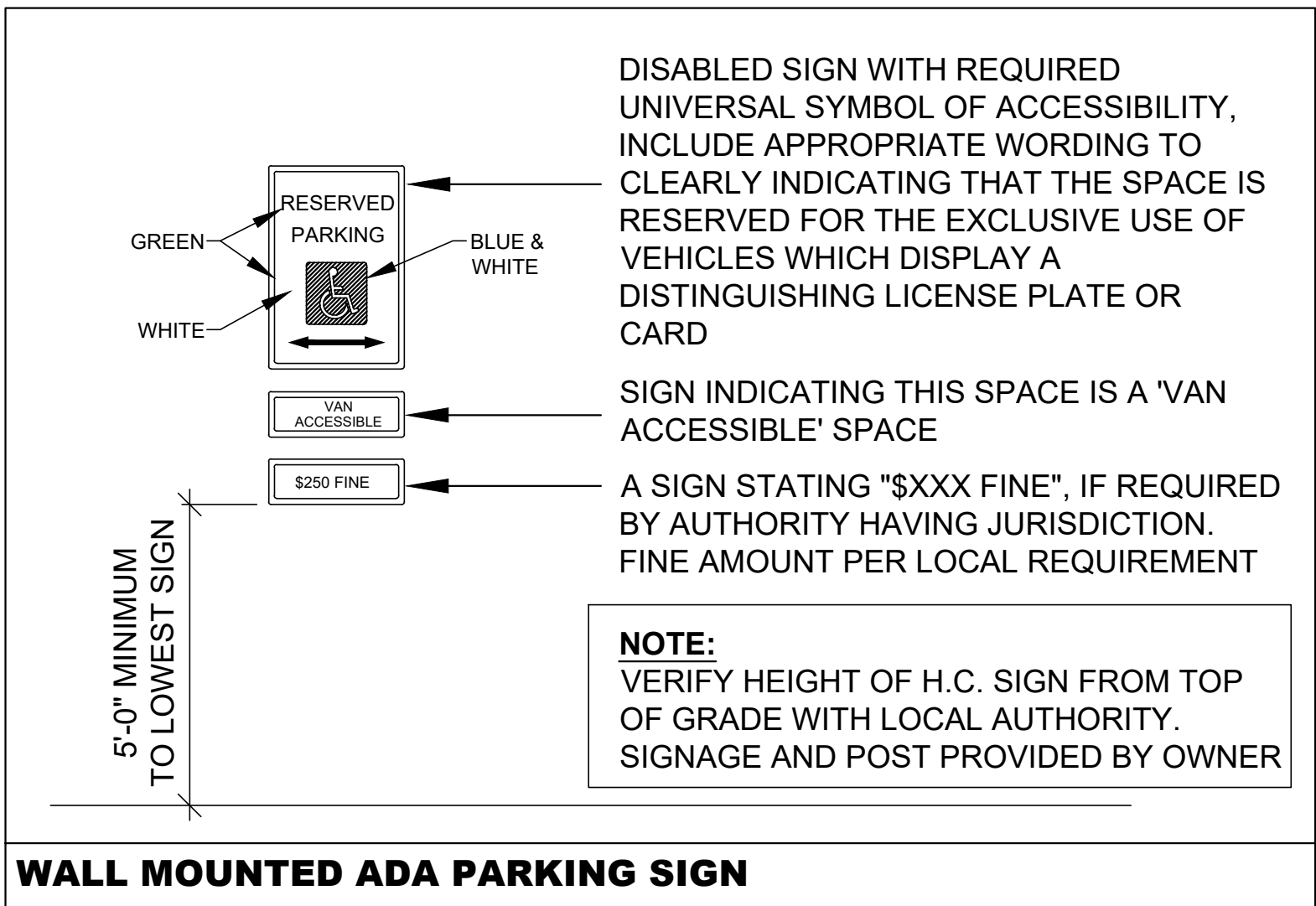
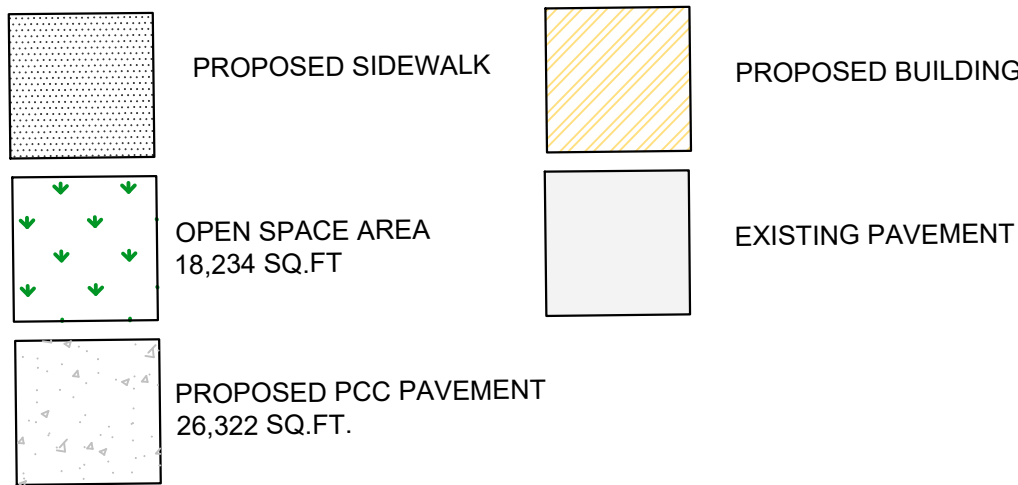
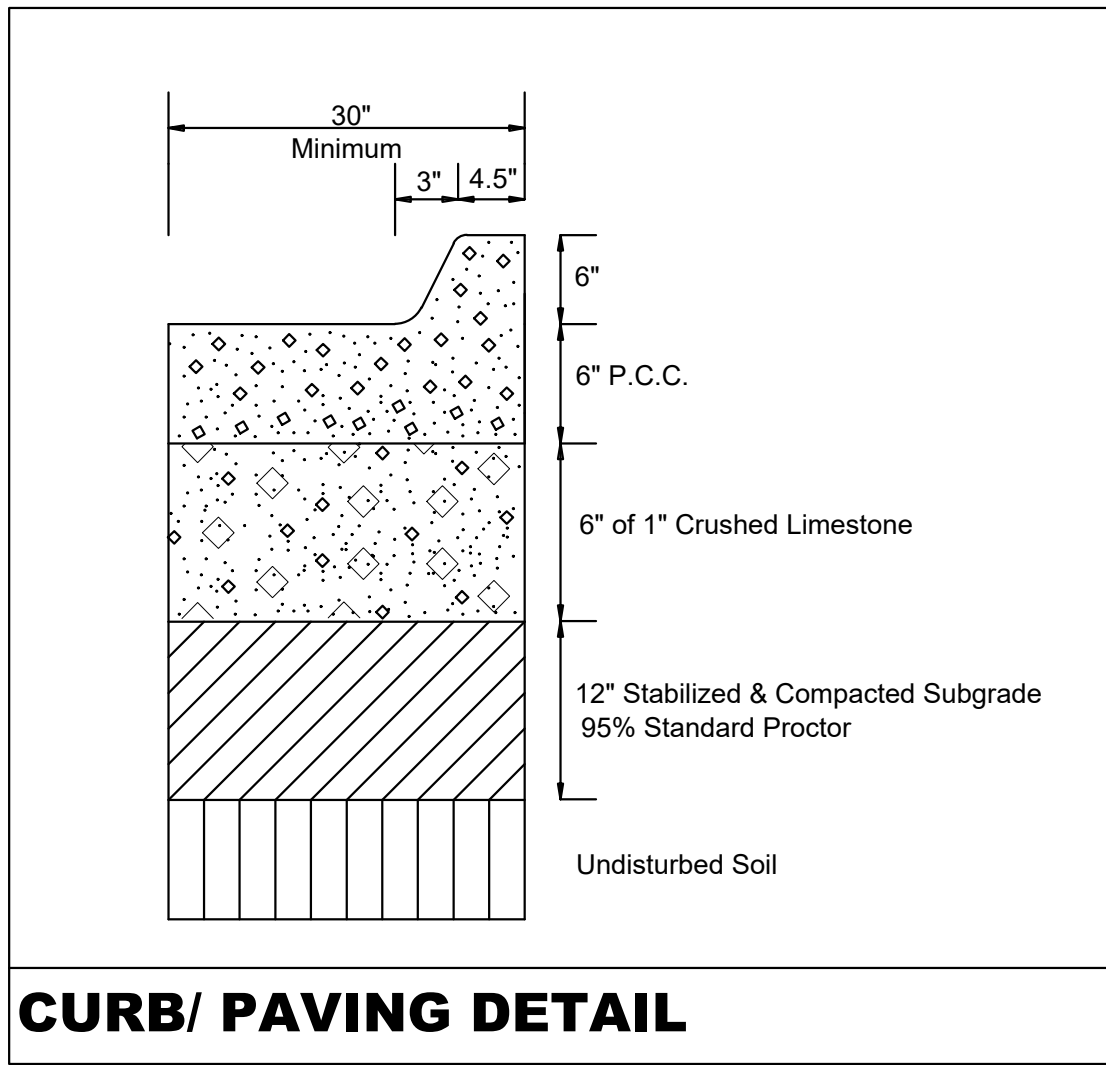
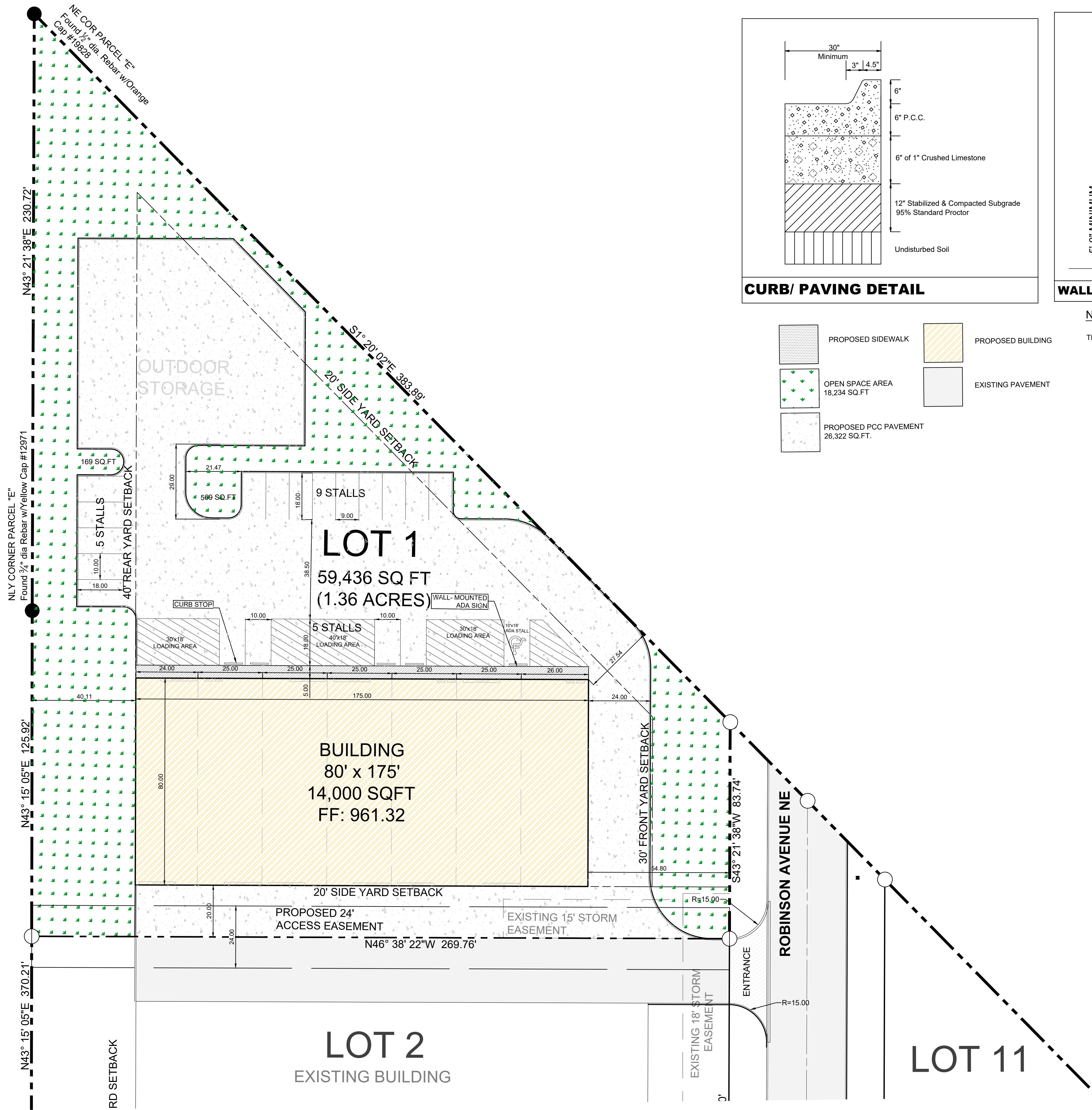
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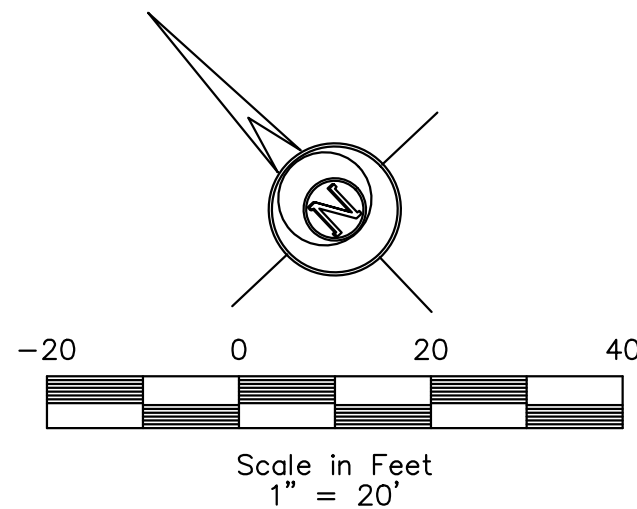
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C-002 - NOTE SHEET

PRELIMINARY



NOTES:
THE NORTHWEST PAVED AREA WILL BE FOR OUTDOOR STORAGE USAGE



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

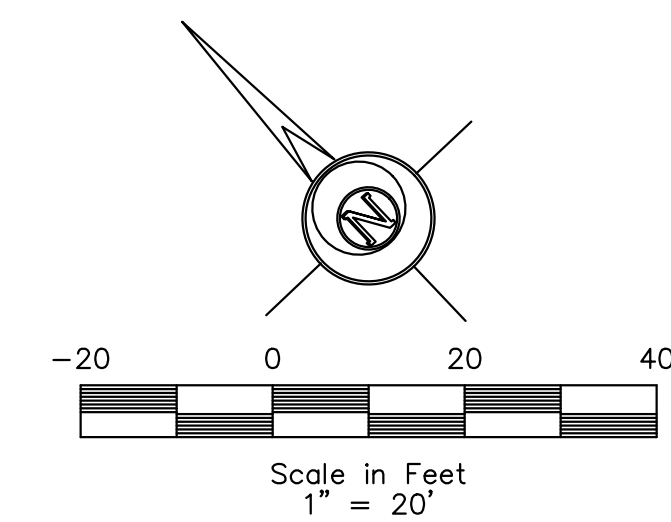
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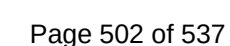
BONDURANT INDUSTRIAL PARK LOT 1
2514 ROBINSON AVE NE
BONDURANT, IOWA

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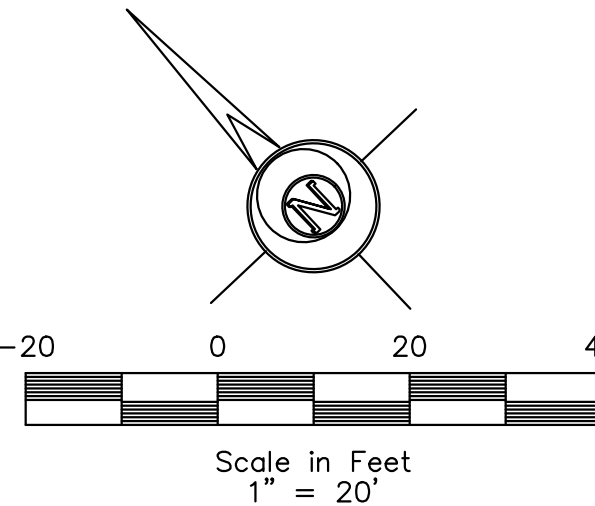
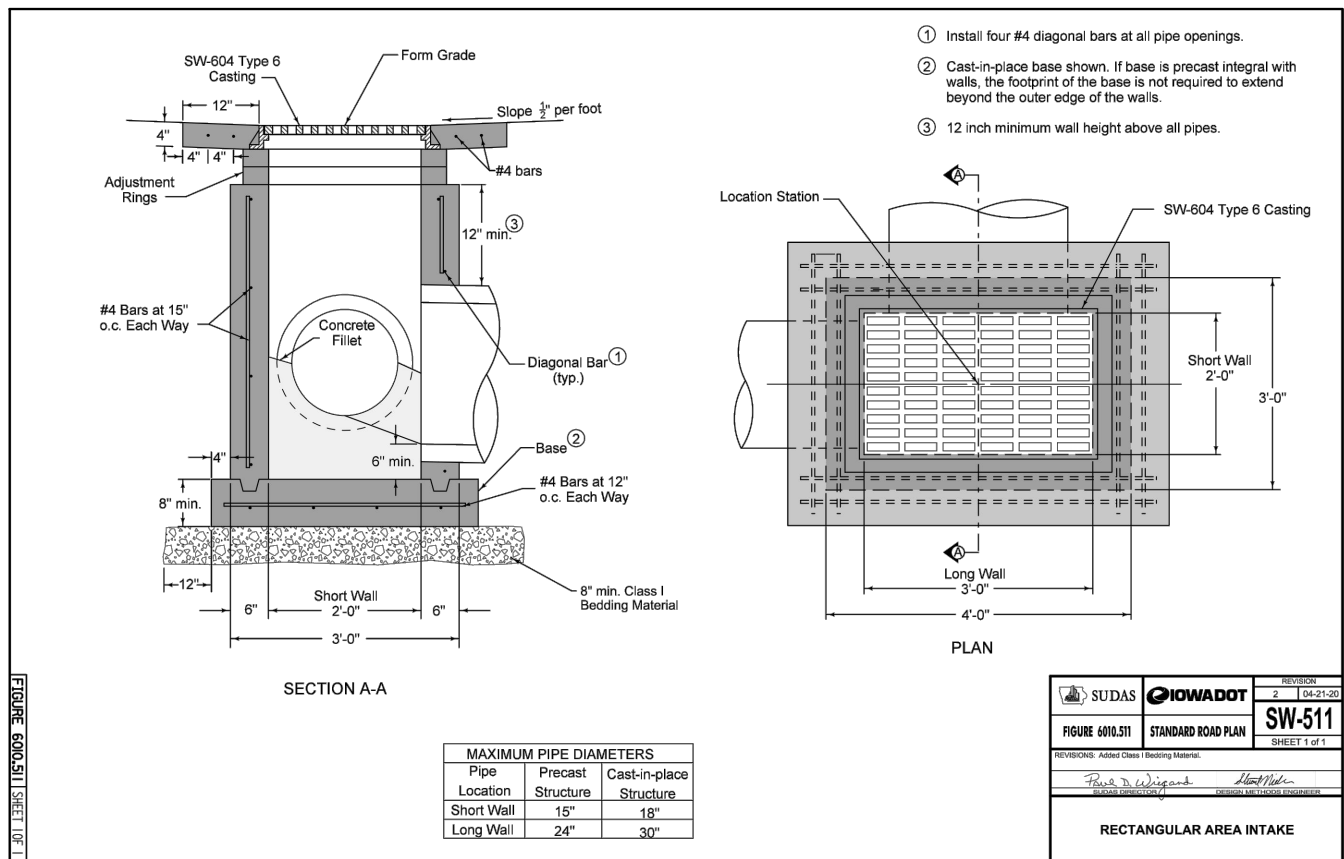
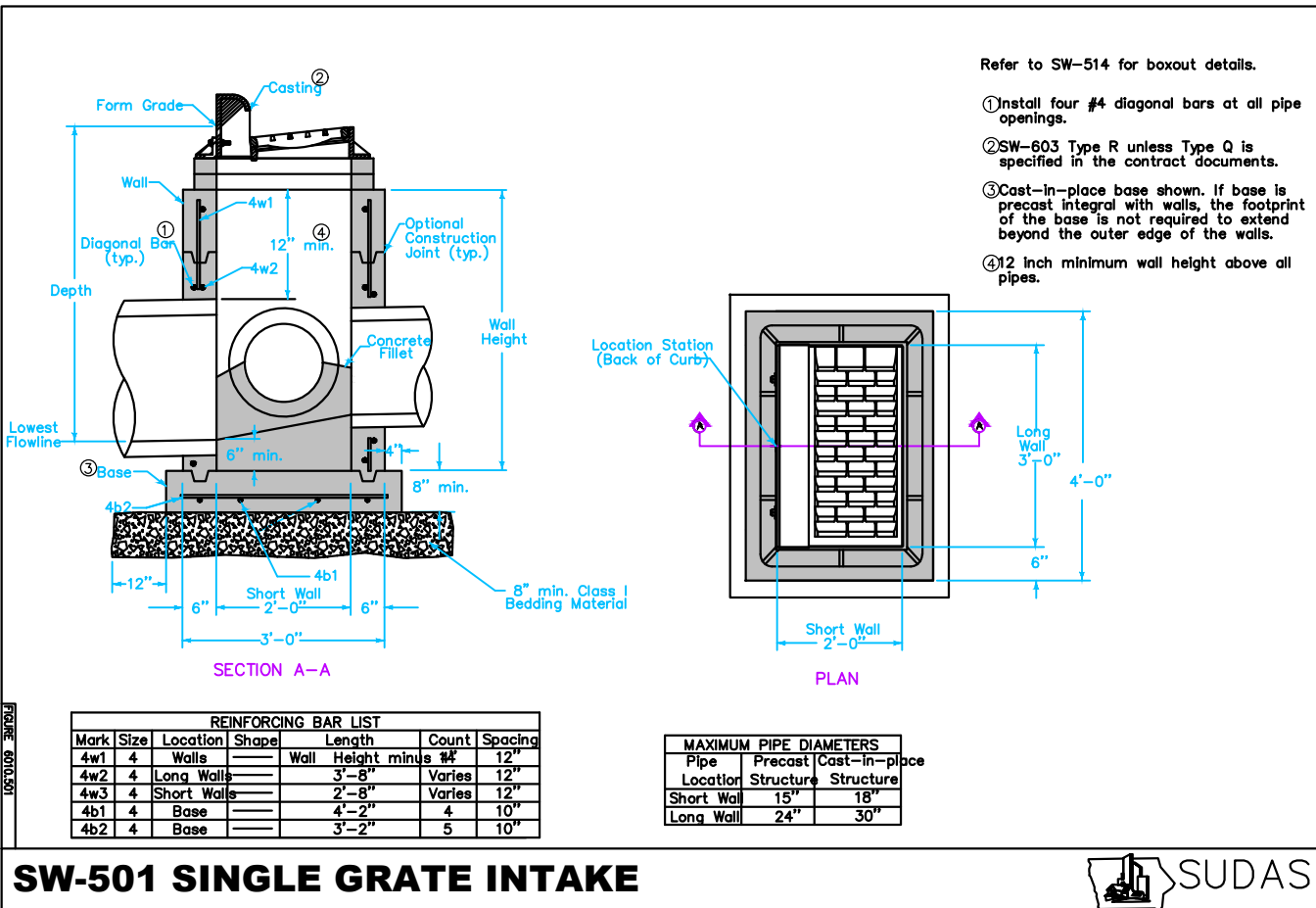
+/-	MORE OR LESS	ELEC. MANHOLE
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EV	ELEC. VAULT	UGE — UNDERGROUND ELEC.
Pov	FIBER OPTIC VAULT	UGT — UNDERGROUND TEL.
GM	GAS METER	W — WATER
TV	CABLE TV JUNCTION BOX	
WM	WATER METER	—○—○— FENCE LINE



NOTES:

1-PROPOSED 6" WATER SERVICE THAT IS CONNECTED AT THE BUILDING ON THE NORTHEAST WILL BE EXTENDED ACROSS THE STREET TO THE EXISTING WATER MAIN LOCATED AT THE SOUTHEASTERLY SIDE OF ROBINSON AVE NE AND THE CROSSING METHOD WILL BE THROUGH BORING.

2- ANY LIGHTING USED TO ILLUMINATE THE PARKING AREA WILL BE ARRANGED SO AS TO REFLECT LIGHTING AWAY FROM ANY ADJACENT RESIDENTIAL USE. THIS CAN BE ACCOMPLISHED BY INSTALLING FULL CUT-OFF LIGHTING.



LEGEND:

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

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TITLE:

BONDURANT INDUSTRIAL PARK LOT 1

2514 ROBINSON AVE NE

BONDURANT, IOWA

REVISIONS:

PRELIMINARY

REVISIONS:

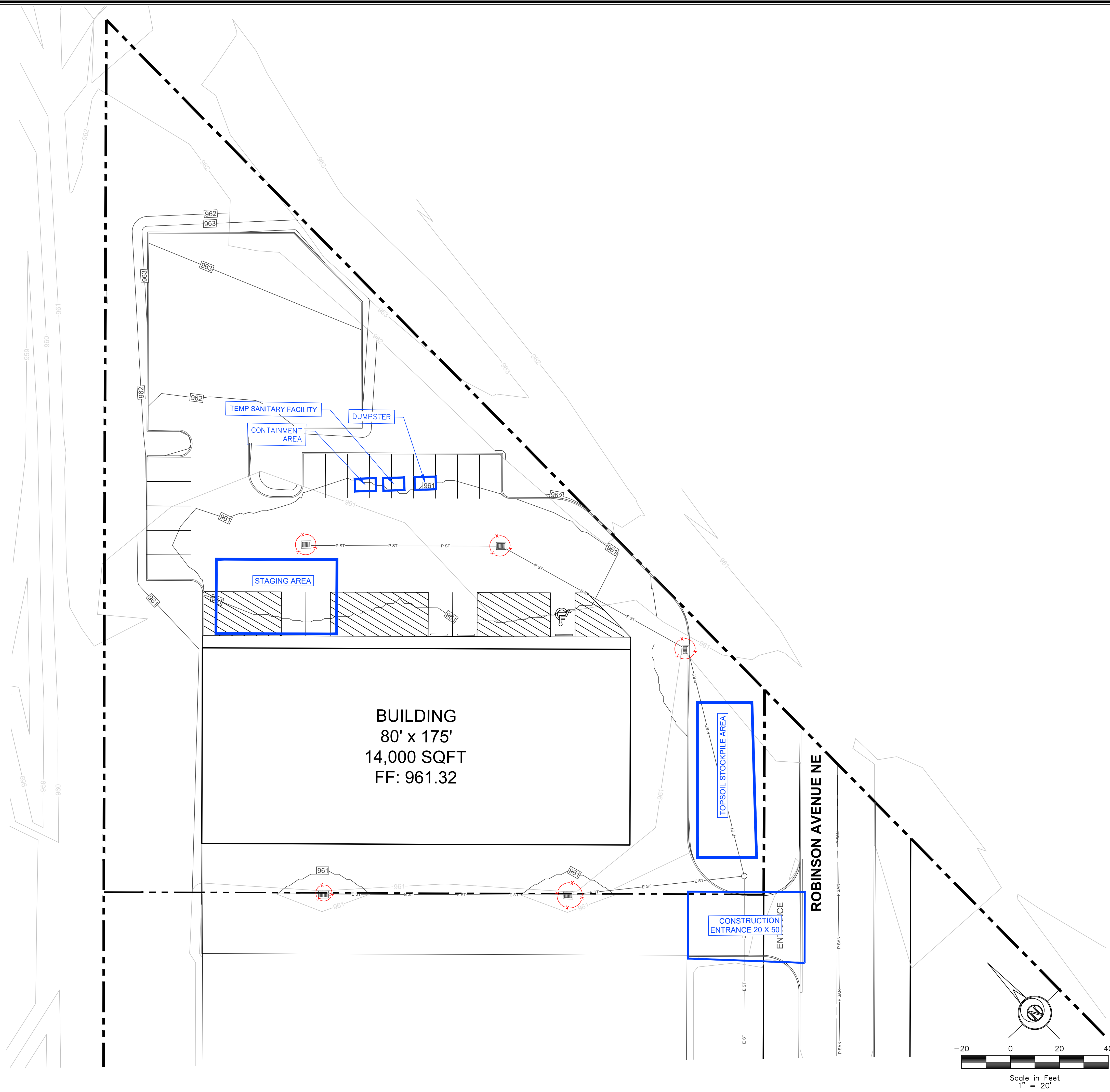
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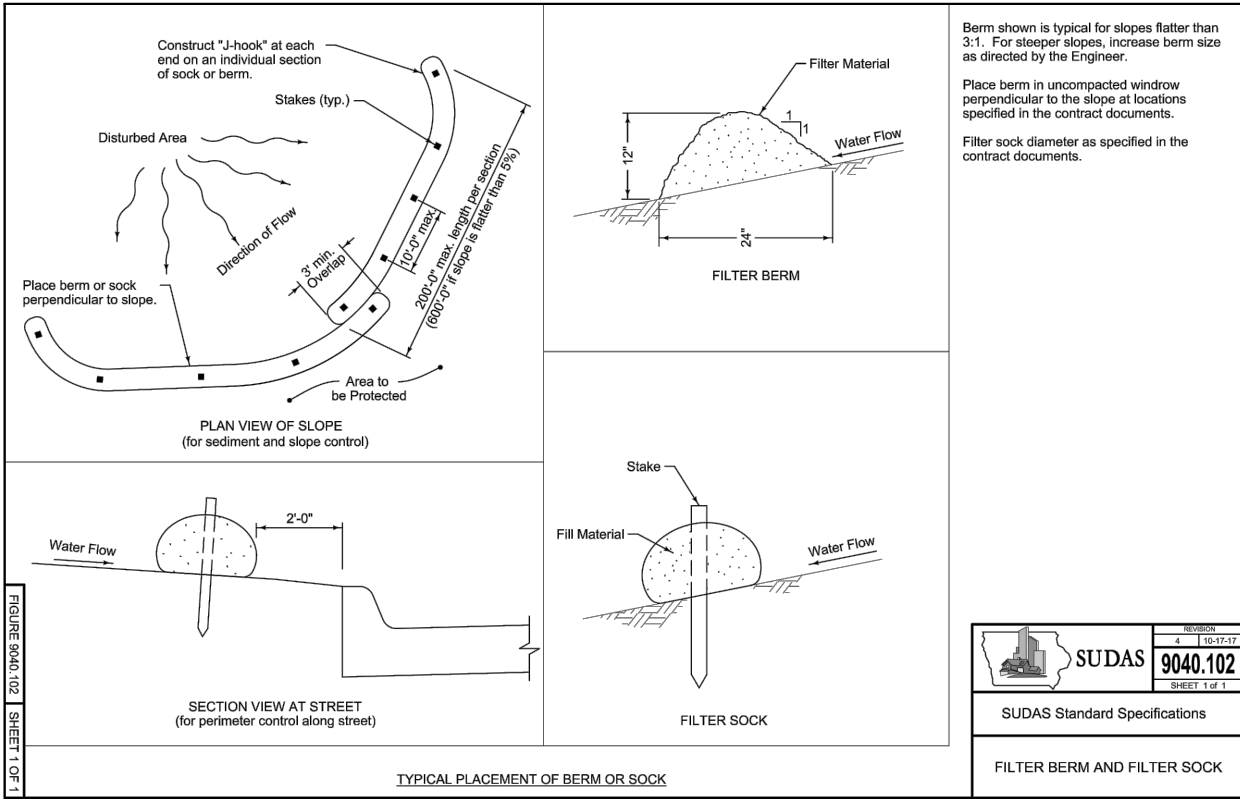
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C-103 - UTILITY SHEET



- SWPPP NOTES:**
1. LOCATION OF STAGING AREAS TO CONTAIN: JOB TRAILERS, FUELING LOCATION, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, CONCRETE WASHOUT AREA, CONTROL RUNOFF WITH DIVERSION BERMS OR SILT FENCE AND DIRECT TO SEDIMENT BASIN WHERE POSSIBLE.
 2. ALL INTERIOR & PERIMETER SILT FENCE NOT SHOWN. SEE EROSION CONTROL PLAN.
 3. MULCH OR SOD ALL DISTURBED AREAS NOT PAVED OR DEVELOPED.
 4. ADDITIONAL CONTROLS MAY BE REQUIRED DEPENDING ON PHASING & SITE CONDITIONS. CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING, NOTING & IMPLEMENTING.
 5. A MINIMUM 6" LAYER OF TOPSOIL SHALL BE RESPREAD FROM THE STOCKPILE ONSITE TO SODDED PERVIOUS SURFACES THAT WERE DISTURBED DURING CONSTRUCTION. SEEDED AREAS TO RECEIVE A MINIMUM 8" OF TOPSOIL.
 6. ALL BARE AREAS THAT WILL REMAIN INACTIVE FOR 14 DAYS OR MORE REQUIRE IMMEDIATE STABILIZATION MEASURES (TEMPORARY SEEDING OR MULCHING)
 7. ALL SLOPES 4:1 OR GREATER REQUIRE SEEDING AND MATTING



— x — x — x — FILTER SOCK

LEGEND:

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

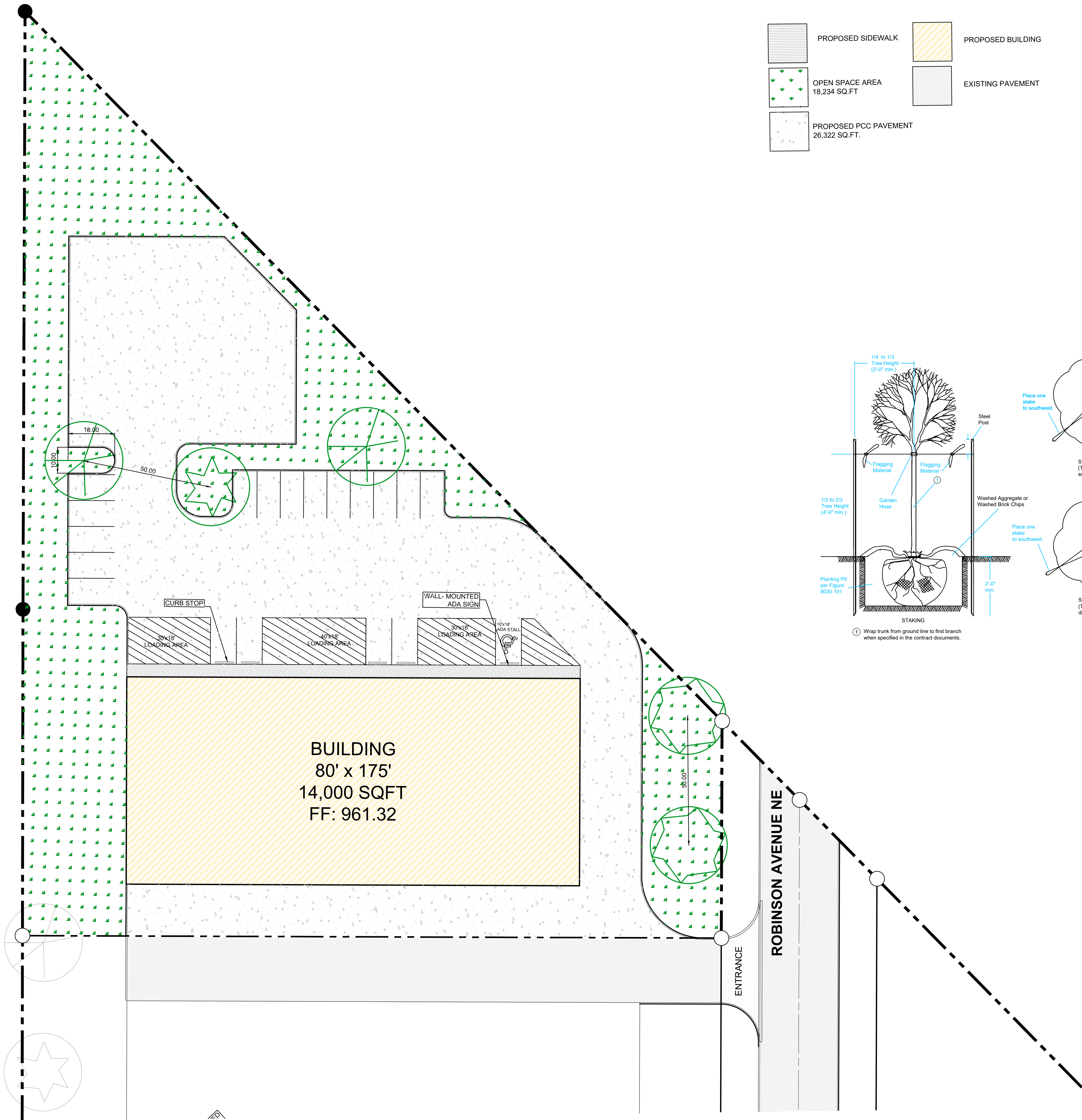
**ELDS DESIGN SERVICES**

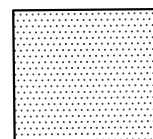
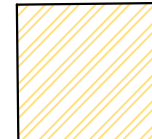
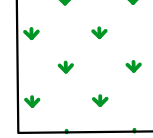
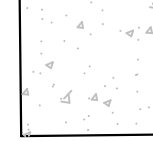
Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50305 | Ph: 515 265 8196

BONDURANT INDUSTRIAL PARK LOT 1
2514 ROBINSON AVE NE
BONDURANT, IOWA

PRELIMINARY

C-104 - EROSION CONTROL SHEET



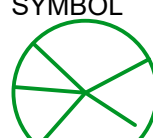
-  PROPOSED SIDEWALK
-  PROPOSED BUILDING
-  OPEN SPACE AREA
18,234 SQ.FT.
-  EXISTING PAVEMENT
-  PROPOSED PCC PAVEMENT
26,322 SQ.FT.

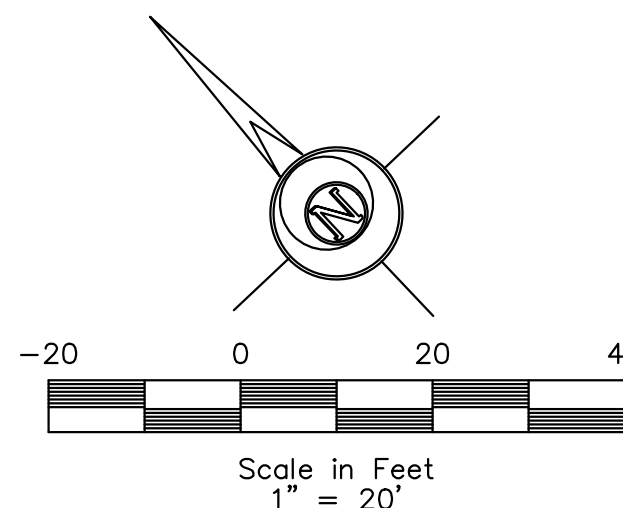
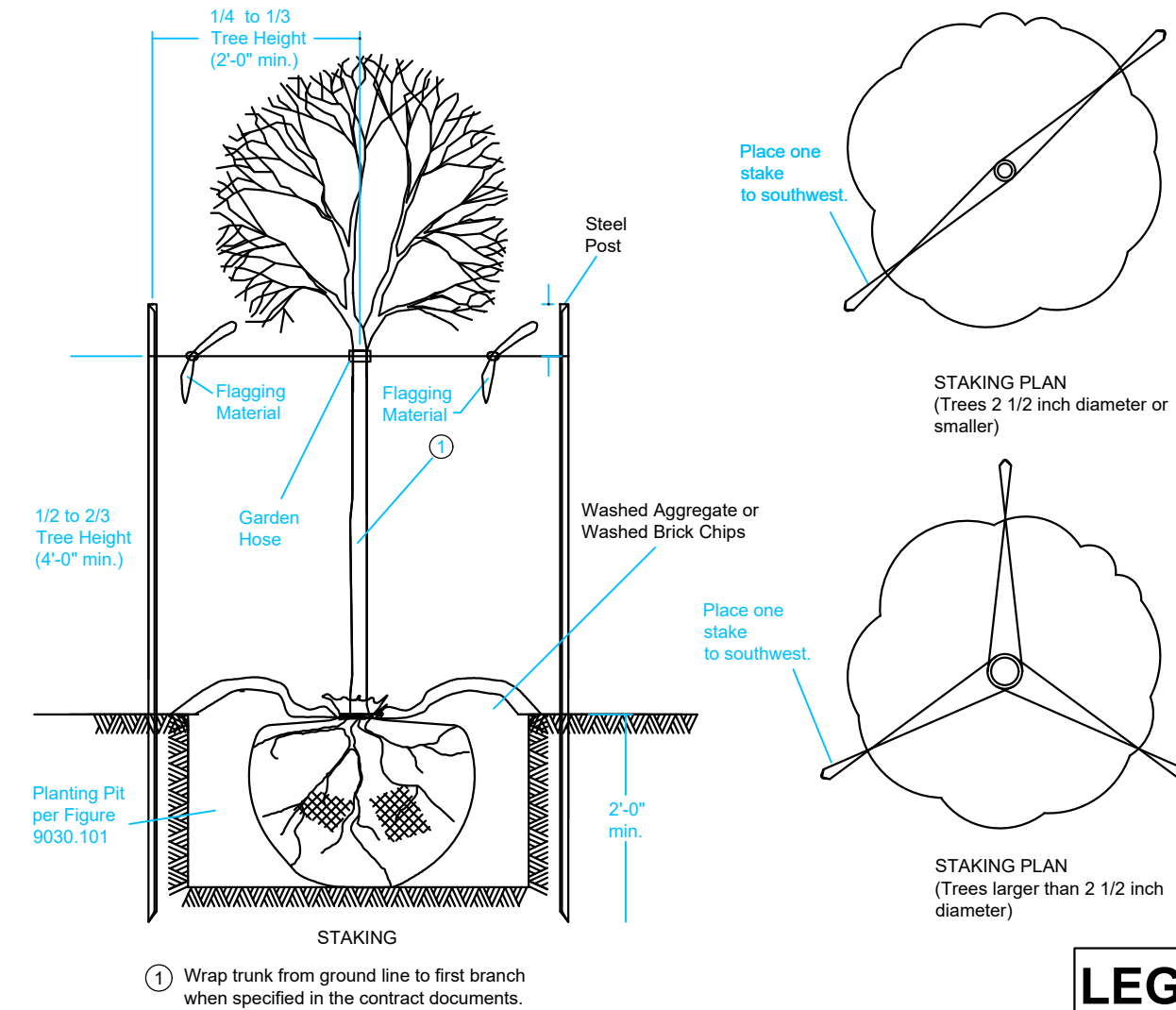
REQUIRED LANDSCAPING
REQUIRED OPEN SPACE PERCENTAGE: 10% = 0.1 X 59,436 = 5,943 SQ.FT
PROVIDED OPEN SPACE: 31% = 18,234 SQ.FT.

GENERAL:
REQUIRED - 1/50' OF STREET FRONTAGE OR 1/6 PARKING SPACES - 84' FRONTAGE FROM ROBINSON AVE NE = 84/50 = 1.68 = 2 TREES
OR 19/6 = 3.16= 4 TREES
PROVIDED - 4 SITE TREES SPACED AT MOST 50' APART

INTERIOR:
REQUIRED - 1/18 PARKING SPACES - 19/18 = 1 TREES
PROVIDED - 1 INTERIOR TREES

ISLANDS:
REQUIRED - 5% PARKING GREENSPACE - 5,313 SQ.FT. PARKING LOT * 5% = 266 SQ.FT.
PROVIDED - 738 SQ.FT. FOR TWO LANDSCAPED ISLANDS

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



LEGEND:

+/-	MORE OR LESS	⊙	ELEC. MANHOLE
F.F.	FINISHED FLOOR	⊙	SANITARY SEWER MANHOLE
123.45G	GUTTER ELEVATION	⊙	STORM SEWER MANHOLE
123.45TC	TOP OF CURB ELEVATION	⊙	TRAFFIC MANHOLE
123.45/ 123.45	EXISTING/ PROPOSED ELEVATION	⊙	CLEANOUT
FL	FLOWLINE ELEVATION	⊙	DOWNSPOUT
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⊙	FOUND SECTION CORNER	⊙	GAS VALVE
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⊙	STREET LIGHT	P XX	PROPOSED UTILITY LINE
⊙	POWER POLE	E XX	EXISTING UTILITY LINE
⊙	LIGHT POLE	CATV	CABLE TELEVISION
⊙	AREA LIGHT	FO	FIBER OPTIC
⊙	GUY ANCHOR	GAS	GAS LINE
⊙	TEL. JUNCTION BOX	OHE	OVERHEAD ELEC.
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⊙	ELEC. METER	SS	SANITARY SEWER
⊙	ELEC. BOX	ST	STORM SEWER
⊙	ELEC. VAULT	UGE	UNDERGROUND ELEC.
⊙	FIBER OPTIC VAULT	UGT	UNDERGROUND TEL.
⊙	GAS METER	W	WATER
⊙	CABLE TV JUNCTION BOX	⊙-⊙-⊙	FENCE LINE
⊙	WATER METER		

**P**ELDS DESIGN SERVICES

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

BONDURANT INDUSTRIAL PARK LOT 1
2514 ROBINSON AVE NE
BONDURANT, IOWA

PRELIMINARY

COPYRIGHT DATE:	DRAWN BY:	SCALE:	LATEST REVISION:	DRAWING NO:
----	M.GUIGUIS	1"=20'	09/09/2022	22-125

FILE PATH: J:\2022 Projects\22-125 Lot 1, BIP\Engineering\Site Plan\Sheet Set

C-105 - LANDSCAPING SHEET

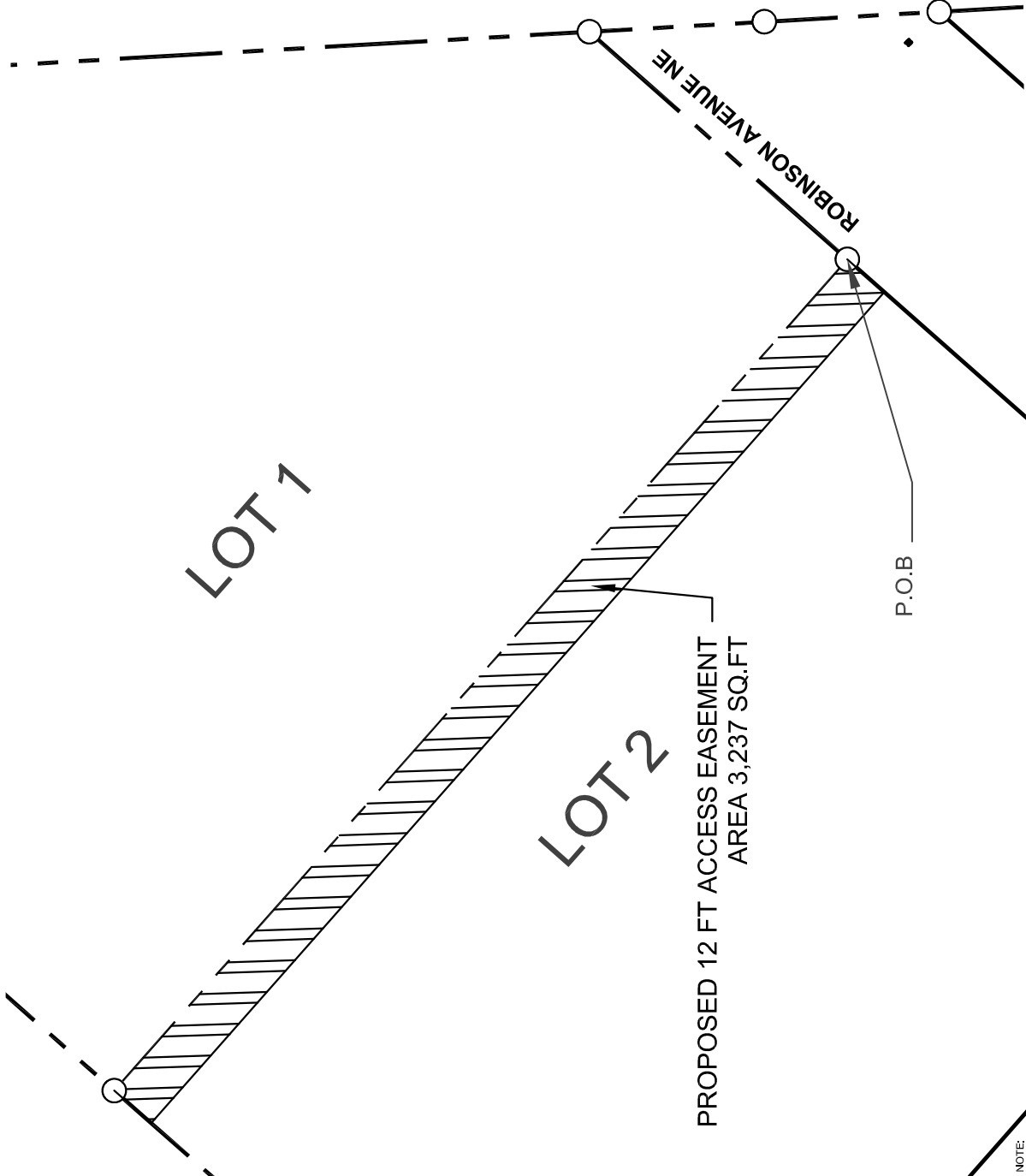
PREPARED BY: PELDS DESIGN SERVICES. - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

EASEMENT EXHIBIT

(ACCESS EASEMENT)

LEGAL DESCRIPTION :

The Northeasterly 12 Feet of Lot 2, Bondurant Industrial Park, an Official Plat, as recorded In Book 18076, Page 01 In the Office of the Polk County Recorder, Containing 3,237 Sq.ft., more or less.



NOTE: THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

SYMBOLS LEGEND

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

○ CALCULATED CORNER (NOT SET)

● FOUND CORNER

± PLUS/MINUS (M)

MEASURED

EASEMENT EXHIBIT FOR LOT 2 BONDURANT INDUSTRIAL PLAT, BONDURANT, IA			
COPYRIGHT DATE	DRAWN BY: M. GUIRGUIS	SCALE: 1" = 30	LATEST REVISION: 09-08-2022
FILE PATH: J:\2022 PROJECTS\22-125 LOT 1, BIP\ENGINEERING\SITE PLANS\EASEMENT\EASEMENT EXHIBIT - LOT 2.DWG	DRAWING NO: 22-125		

ELDS DESIGN SERVICES

Architecture | Engineering | Surveying

2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50306 | PH: 515 265 8196

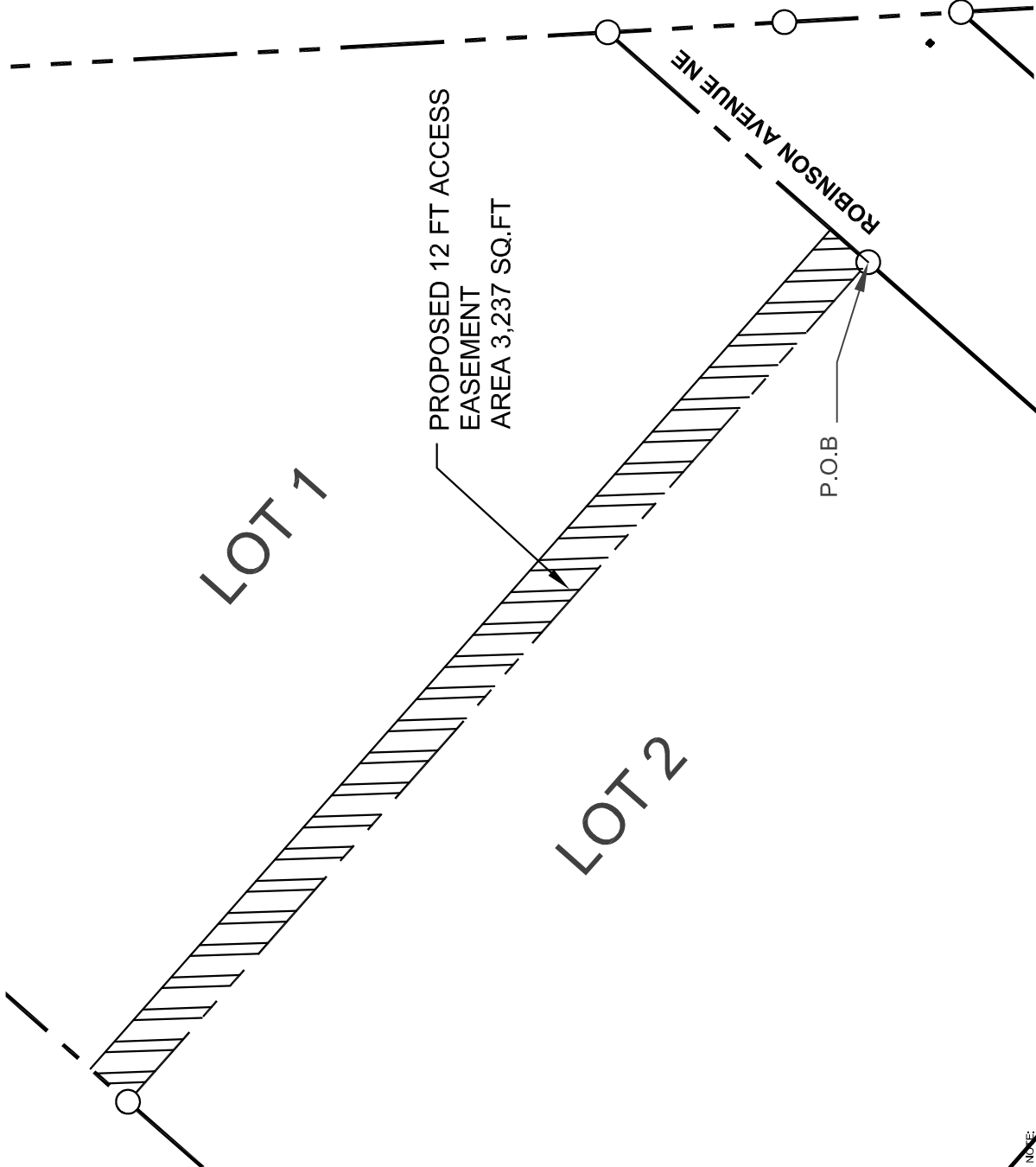
PREPARED BY: PELDS DESIGN SERVICES. - 2323 DIXON STREET, DES MOINES, IOWA 50316 - PH. (515)265-8196

EASEMENT EXHIBIT

(ACCESS EASEMENT)

LEGAL DESCRIPTION :

The Southwesterly of 12 Feet of Lot 1, Bondurant Industrial Park, an Official Plat, as recorded In Book 18076, Page 01
In the Office of the Polk County Recorder, Containing 3,237 Sq.ft., more or less.



NOTE: THIS DRAWING IS BEING MADE AVAILABLE BY PELDS DESIGN SERVICES (P.D.S.) FOR USE ON THIS PROJECT IN ACCORDANCE WITH P.D.S.'S AGREEMENT FOR PROFESSIONAL SERVICES. P.D.S. ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THESE DRAWINGS (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID AGREEMENT.

SYMBOLS LEGEND

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

○ CALCULATED CORNER (NOT SET)

● FOUND CORNER

± PLUS/MINUS (M)

Scale in Feet
1" = 30'

Graphic scale bar showing 0, 30, 60 feet.

ELDS DESIGN SERVICES
Architecture | Engineering | Surveying
2323 Dixon Street, Des Moines, Iowa 50316 | PO Box 4626, Des Moines, Iowa 50306 | PH: 515 265 8196

EASEMENT EXHIBIT FOR LOT 1 BONDURANT INDUSTRIAL PLAT, BONDURANT, IA

COPYRIGHT DATE	DRAWN BY: M. GUIRGUIS	SCALE: 1" = 30	LATEST REVISION: 09-08-2022	DRAWING NO: 22-125
FILE PATH: J:\2022 PROJECTS\22-125 LOT 1, BONDURANT INDUSTRIAL PLAT\EASEMENT EXHIBIT.DWG				



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

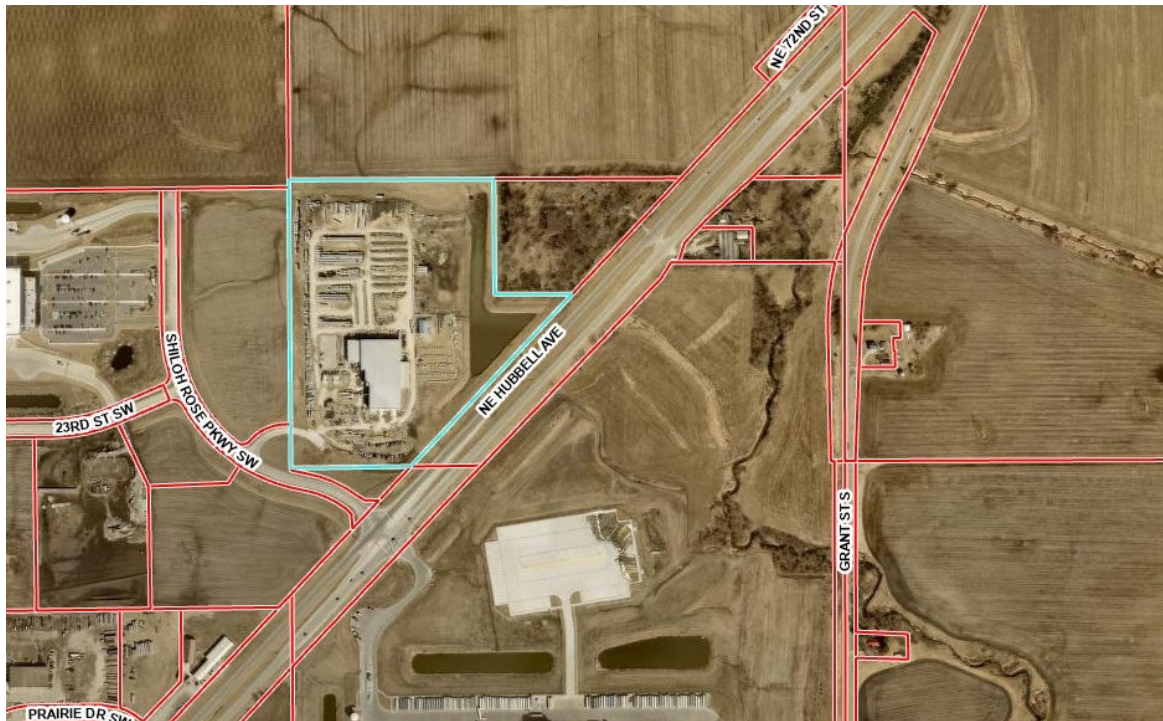
Item No. 8.h.
For Meeting of 9/26/2022
Resolution

TITLE: - Resolution Approving of the Site Plan at 2300 Shiloh Rose Parkway, SW

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City is in receipt of a site plan for review by the Planning & Zoning Commission and City Council for the existing 48-acre parcel of land accessed from Shiloh Rose Parkway SW. The site plan applicant is Amazon.com Services LLC. The site plan was prepared by BL Companies. The applicant is proposing a 3,671 square foot truck wash bay. This property is zoned as being within the City's Limited Industrial (M-1) District. The current use of the property will remain the same.



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

Consistency with the City's Comprehensive Plan:

An M-1 development at this location is consistent with the (draft) 2022 Comprehensive Plan which guides for Regional Commercial at this location.

Consistency with the City's Zoning Code:

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

General Commercial Use & Bulk

- No additional outdoor storage area is proposed on the site plan.
- The site plan labels the required setbacks at this location - a 50' front yard setback along Shiloh Rose Parkway SW and a 50' rear yard setback along the west property line. There are 20' side yard setbacks on the north and south property lines.
- The proposed wash bay will be approximately 3,671 square feet and be located on the existing drive extending from 23rd Street SW. The proposed wash bay will meet all setback requirements.

Parking/Drive Areas

- There are multiple access points to both Shiloh Rose Parkway SW and 23rd Street SW. The wash bay will be accessible from the existing drive extending from 23rd Street SW.
- The site plan shows no additional parking or loading spaces. Currently all parking and loading spaces are in compliance with City Code.

Stormwater, Utilities & Natural Features

- A stormwater management report has been submitted for review by V&K Engineering.
- V&K Engineering provided City Staff with comments regarding the site plan and stormwater management report. V&K Engineering are agreeance no additional stormwater management is needed for the proposed development.

Landscaping Plan

- A landscaping summary is provided on page 1 of the site plans. No additional landscaping is being proposed. The site currently meets the City's landscaping requirements and City staff does not believe any additional landscaping is required.

Architectural Elevations

- Site plan submittal included the required building elevations. Notes on this:
 - Elevations are presented in color.
 - Elevations of proposed building height is 26'8".
 - No roof mounted mechanical units will be screened from view of the public right-of-way.
 - A reminder that adequate treatment or screening of negative aspects of the building (i.e. non-residential overhead door) from any public street or adjoining properties shall be required. Existing screening is present on-site, the site plan shows no additional screening being provided.
 - This building falls within 500' of the Overlay District and is subject to the following Zoning Code requirements:
 - All buildings should be designed to minimize single plane walls and boxy appearance through the use of pitched roofs, dormers, cupolas, multiple rooflines, and relief in long wall expanses.
 - Loading docks, service areas, and overhead doors shall not face the Highway 65 corridor if other positioning is available.
 - Industrial buildings adjacent to residential uses should be designed with an articulated roofline, giving emphasis to architectural elements that will help divide the mass of a large building into smaller, identifiable parts.
 - Industrial buildings shall incorporate façade modulation into all building elevations visible to the public or adjacent to less intense uses in order to preserve building scale and reduce the effect of long, large, or expansive wall surfaces. Variation of these surfaces can be accomplished by physical offsets or the use of color, pattern, or texture.
 - Buildings shall incorporate architectural design elements, materials, and colors into the side and rear building elevations similar to those used in the front building elevation.
 - All public street facing elevations shall incorporate no less than 2 different primary materials, together comprising a majority or no less than 50% of the total façade surface area. Limited materials

shall not be used on a street-facing façade except as a minor trim element not to exceed 10% of the total façade surface area.

- All facades other than public street-facing building facades shall incorporate at least 1 primary or secondary material comprising no less than 80% of the total façade surface area. Limited materials shall not be used except as a minor trim element not to exceed 20% of the total surface area.
- Primary building materials: brick veneer, fired clay (including thin brick veneer when applied in a manner that gives the appearance of full depth brick), stone (including synthetic stone veneer), clear or slightly tinted glass (not including mirrored or heavily-tinted glass), burnished/ground-faced block, architectural quality precast concrete panels (high finish precast panels, textured or burnished, and integrally colored – not painted), architectural quality, metal wall panel systems (high quality metal panels for decorative surface application with concealed fasteners), or materials of similar quality, appearance, and durability as determined by the P&Z and City Council.
- Secondary building materials: wood or cement fiber siding, split-faced block, traditional stucco, architectural quality metal wall panel systems (high quality metal panels for decorative surface application with exposed fasteners), EIFS, or materials of similar quality, appearance and durability as determined by the P&Z and City Council.
- Limited trim building materials: smooth concrete block, site cast and precast concrete panels (plain and may be painted), metal siding panels and trim, mirrored or heavily tinted glass, vinyl and PVC panels siding and trim, composite wood panels siding and trim, or other similar materials as determined by the P&Z and Council.

Other Site Plan Features

- Staff commented that any lighting used to illuminate the parking area will be arranged so as to reflect lighting away from any adjacent residential use. This can be accomplished by installing full cut-off lighting. Currently, no plans have been submitted to the City.
- Staff commented if any exterior dumpster is proposed as a result of this project, site plan should show its location and note its screening technique. Currently, no exterior dumpster is proposed.

Comments from City Officials:

The following City departments were notified of the submitted site plan:

1. Public Works - reviewed and noted no comments/concerns.

2. Engineering – reviewed and no additional comments/concerns.
3. Fire Department - reviewed and noted no comments/concerns.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The following options exist for the City Council:

1. Approval of the Site Plan request.
2. Approval of the Site Plan request, subject to certain Zoning Code clarification items being addressed.
3. Denial of the Site Plan request.
4. Table pending additional information.

Staff recommends approval of Resolution, regarding approval of the 2300 Shiloh Rose Parkway SW site plan.

The Planning and Zoning Commission voted 6-0 to recommend approval of the Site plan for 2300 Shiloh Rose Parkway at their September 8, 2022 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 220926-216
2. Site Plan
3. Elevations

CITY OF BONDURANT
RESOLUTION NO. 220926-216

RESOLUTION REGARDING APPROVAL OF THE AMAZON TRUCK WASH SITE
PLAN AT 2300 SHILOH ROSE PARKWAY SW

WHEREAS, a site plan has been submitted for a truck wash bay structure at the existing Amazon site at 2300 Shiloh Rose Parkway SW, described as follows; AND

LOT 1 SHILOH ROSE BUSINESS PARK PLAT 1, BONDURANT, POLK COUNTY, IOWA

WHEREAS, the zoning for the property is Limited Industrial (M-1) and the proposed accessory truck wash use is a permitted use per Section 178.13.1.E of the Zoning Code; AND

WHEREAS, the Planning & Zoning Commission reviewed the 2300 Shiloh Rose Parkway SW site plan during their meeting on September 8, 2022 and voted on recommended approval subject to the City Code clarification items noted in this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 2300 Shiloh Rose Parkway SW site plan is hereby approved subject to the following City Code clarification items being addressed:

1. That the site plan be updated to accommodate the City Engineer's review comments.
2. That the site plan be updated to note total impervious surface square footage information.
3. That the building elevations be updated to clarify the concrete masonry units will be textured, as required by the Industrial District building design/material regulations.

Passed this 26th day of September 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				

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No., was published as required by law on the .

Shelby Hagan
City Clerk



STATE OF IOWA

MUNICIPAL LOCATION

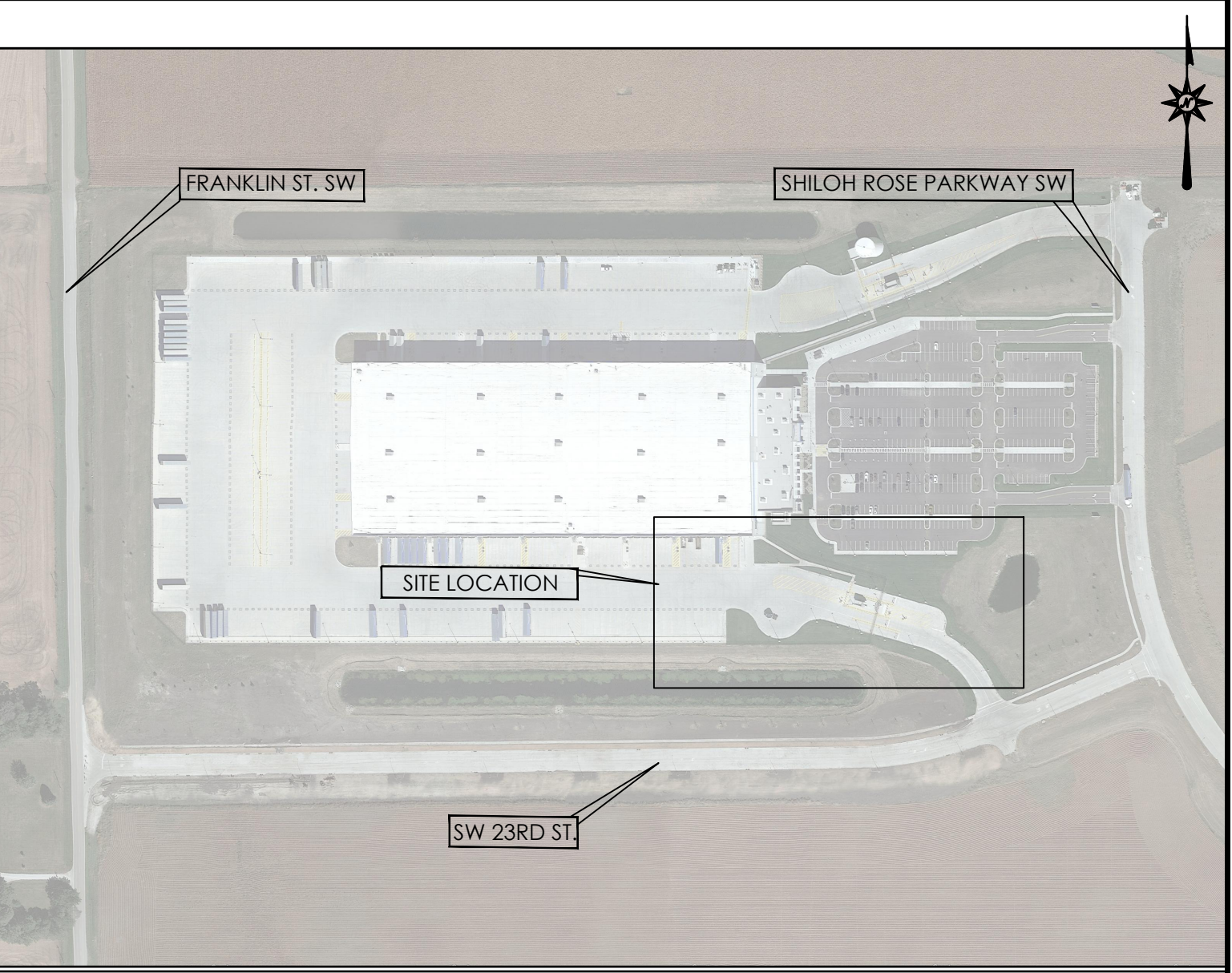
LOCATION MAP

N.T.S.

LAND DEVELOPMENT PLANS
ISSUED FOR PERMIT

DSM9

2300 SHILOH ROSE PARKWAY SOUTHWEST
BONDURANT, IA 50035



VICINITY MAP

SCALE: 1"=300'

LANDSCAPE SUMMARY

NO CHANGES TO SITE LANDSCAPING AREA PROPOSED. MINIMUM
15% OPEN SPACE AS REQUIRED FOR M-1 DISTRICT IS
MAINTAINED.

PREPARED FOR:

AMAZON.COM SERVICES LLC
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

PREPARED BY:



ARCHITECTURE
ENGINEERING
ENVIRONMENTAL
LAND SURVEYING

3755 Boettler Oaks Drive, Suite G
Uniontown, Ohio 44685
(234) 294-6340



CONTENTS

1	CV-1	COVER SHEET
2	GN-1	GENERAL NOTES
3	DM-1	EXISTING CONDITIONS & DEMOLITION PLAN
4	SP-0	OVERALL SITE PLAN
5	SP-1	SITE PLAN
6	GU-1	GRADING & UTILITY PLAN
7	EC-1	EROSION & SEDIMENTARY CONTROL PLAN
8	EC-2	EROSION & SEDIMENT CONTROL NOTES
9	EC-3	EROSION & SEDIMENT CONTROL DETAILS
10	DN-1	SITE DETAILS
11	DN-2	SITE DETAILS
12	DN-3	SITE DETAILS

DEVELOPER:
AMAZON.COM SERVICES LLC
410 TERRY AVENUE NORTH
SEATTLE, WA 98109

OWNER:
2300 SHILOH ROSE PKWY PROPERTY, LLC
54 W 21ST ST RM 507
NEW YORK, NY 10010-7357

DATES

ISSUE DATE: JULY 8, 2022
REVISION:

CV-1
No. 1 of 12

$$\triangle$$

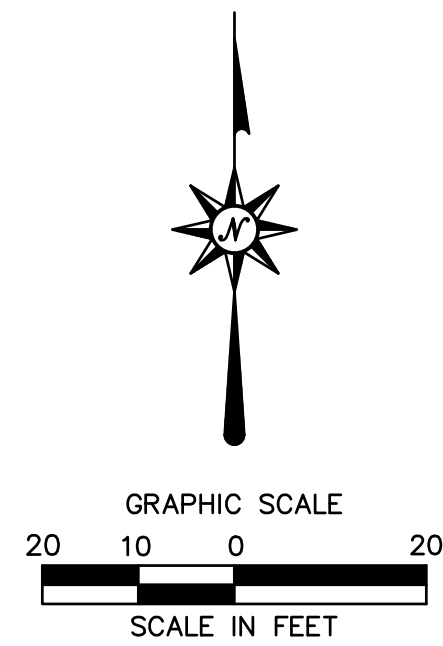
- 9/15/2022, BHARGEST, G:\JOBS22\04\2200424\2200424.04 DSM9 - BONOURANTIA\DWG\GN220042401.DWG.2 GENERAL NOTES.

- JOINTS.**
CORDAM

1. EXISTING BOUNDARY AND TOPOGRAPHY ARE BASED ON DRAWING TITLED "PROJECT OMEGA – DSM09", DATED 6-3-2022 BY CIVIL DESIGN ADVANTAGE.
2. EXISTING SITE IMPROVEMENTS ARE BASED UPON PROJECT OMEGA SITE PLANS BY SHIVEHATTERY DATED 8-21-2020.

	Property Line
	Easement Line
	Setback Line
	Treeline
	Major Contour
	Minor Contour
	Retaining Wall
	Guide Rail
	Fence
	Underground Electric Line
	Overhead Electric Line
	Water Line
	Subdrain
	Gas Line
	Sanitary Sewer
	Sanitary Force Main
	Storm Sewer

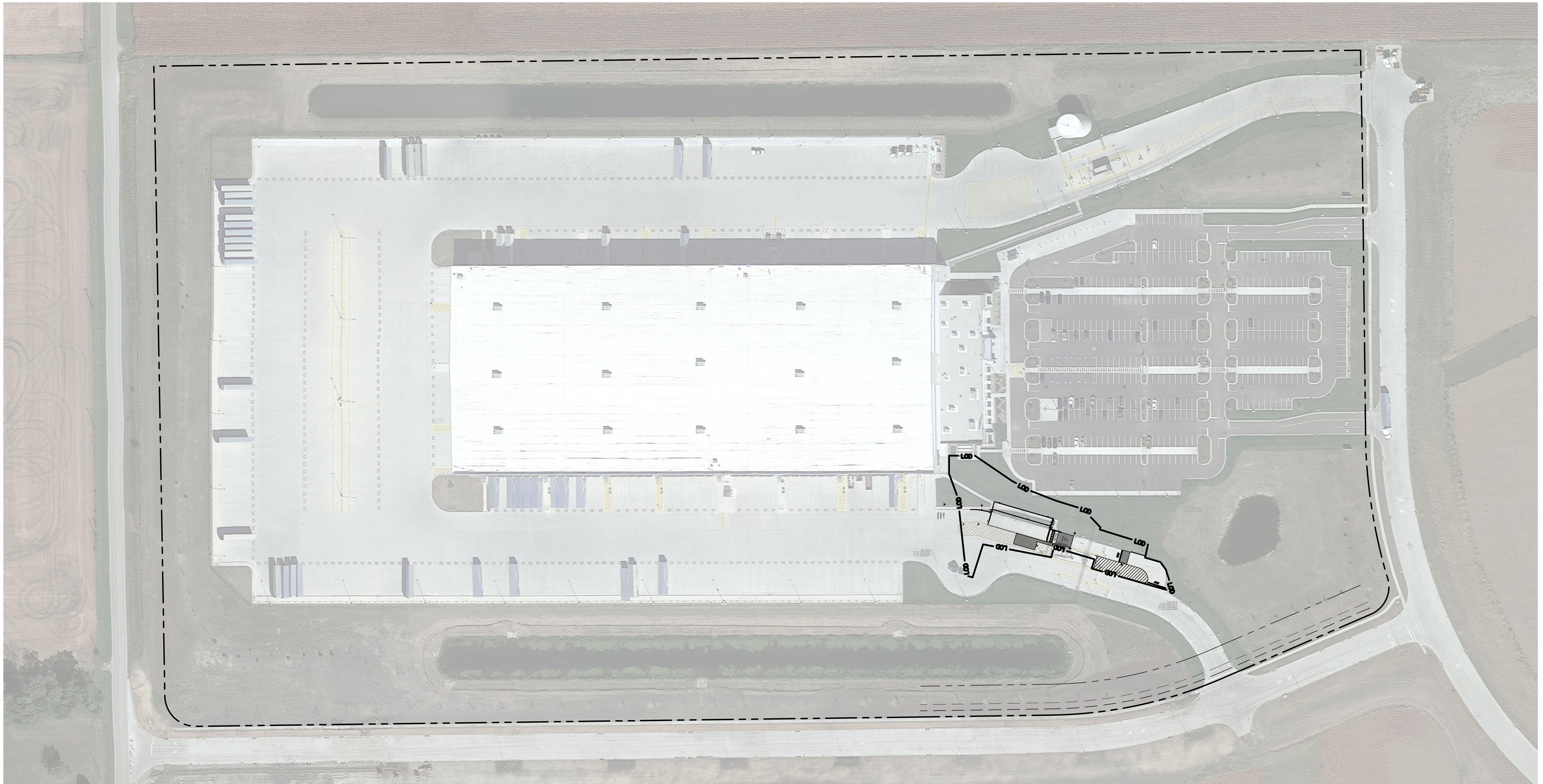
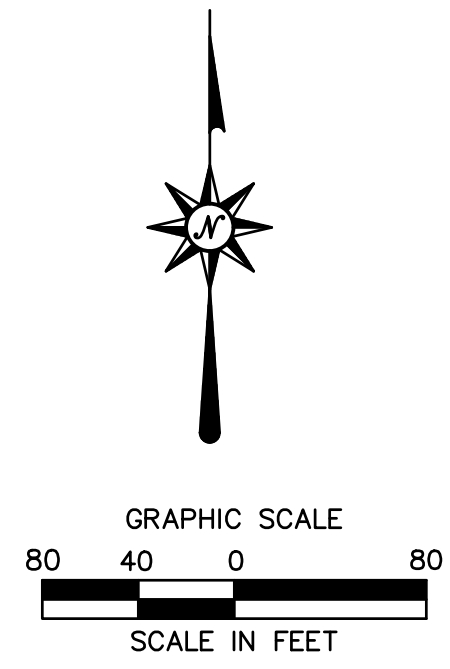
	LIMIT OF DISTURBANCE
	STRUCTURES TO BE REMOVED
	CONCRETE/ASPHALT/STONE TO BE REMOVED
	SAWCUT LINE
	TO BE REMOVED
	CURB/GUTTER, FENCE OR UTILITY TO BE REMOVED
	ORANGE CONSTRUCTION FENCE
	STRIPING TO BE REMOVED



DM-1

ZONING INFORMATION

LOCATION: CITY OF BONDURANT, POLK COUNTY				
ZONE: M-1 (LIMITED INDUSTRIAL DISTRICT)				
USE: WAREHOUSE (PERMITTED USE)				
ITEM #	ITEM	REQUIREMENTS	PROPOSED	VARIANCE
1	MINIMUM LOT AREA	10,000 S.F.	2,101,108 S.F. (48.23 AC.)	NO
2	MINIMUM LOT WIDTH	NONE REQUIRED	N/A	NO
3	MINIMUM LOT FRONTAGE	NONE REQUIRED	N/A	NO
4	MINIMUM FRONT SETBACK	50 FEET	>50 FEET	NO
5	MINIMUM SIDE SETBACK	20 FEET	>20 FEET	NO
6	MINIMUM REAR SETBACK	50 FEET	>50 FEET	NO
7	MAXIMUM BUILDING HEIGHT	80 FEET/ 3 STORIES	26' 8" FEET/1 STORIES	NO
8	MAXIMUM BUILDING COVERAGE	15% OPEN SPACE	15 PERCENT	NO



Bentley
Architecture
Engineering
Environmental
Land Surveying

5 Research Parkway
Meriden, CT 06450
(203) 630-1406
(203) 630-2615 Fax

PROPOSED TRUCK WASH FACILITY
2300 SHILOH ROSE PARKWAY SOUTHWEST
BONDURANT, IA 50035

REVIEWS		Desc.
No.	Date	
Designed		B.H.H.
Drawn		B.H.H.
Reviewed		J.C.
Scale		AS SHOWN
Project No.		2200424.0
Date		07/08/2022
CAD File: SP220042401		
Title		
OVERALL SITE PLAN		
Sheet No.		

SP-0
No. 4 of 15

SIGN LEGEND

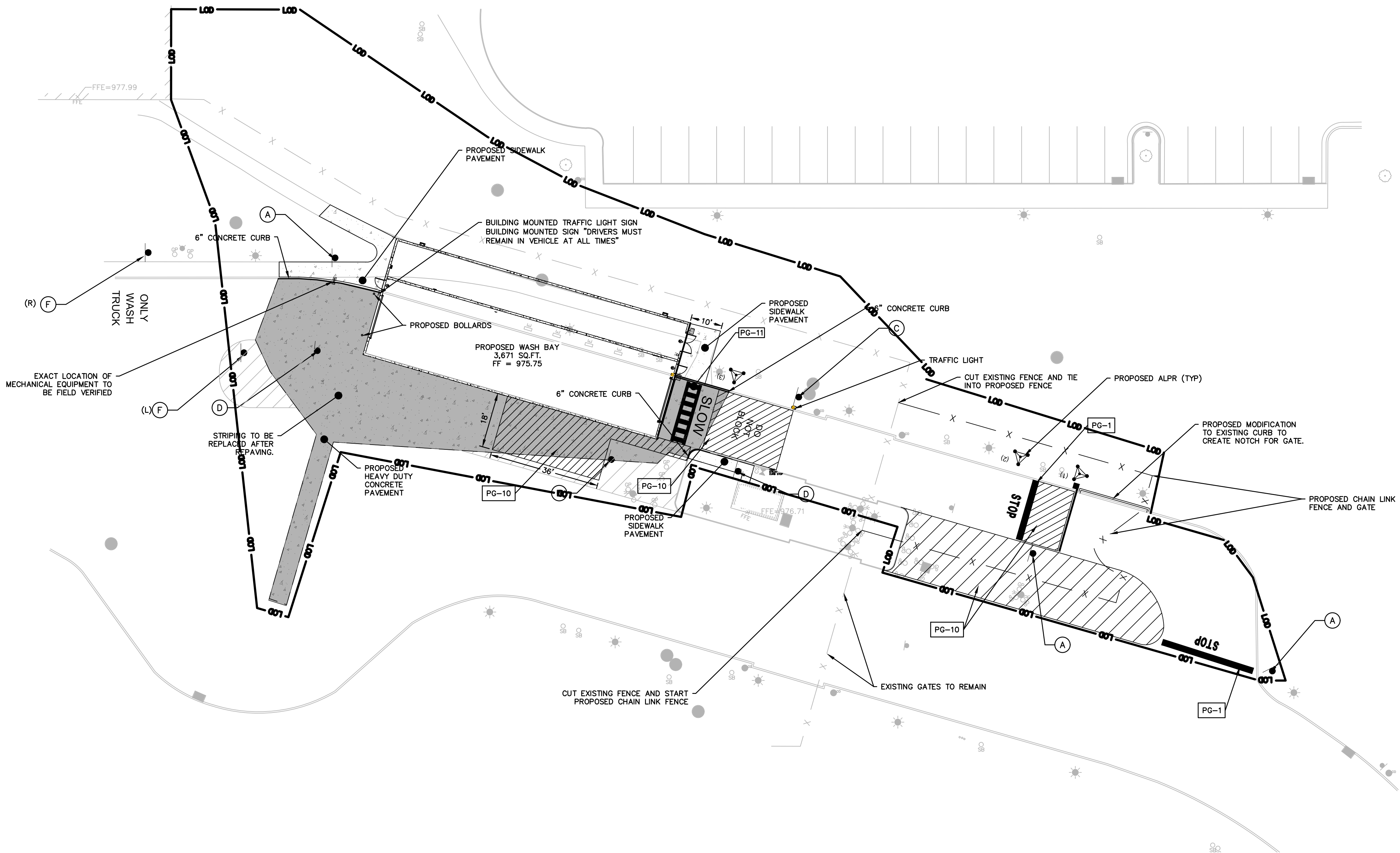
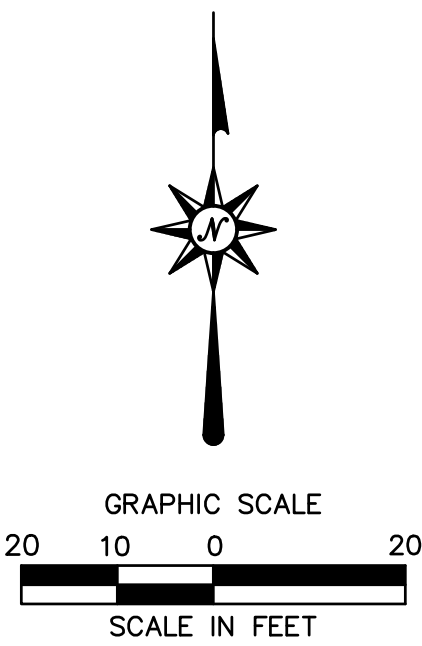
SIGN	MUTCD/TENANT ID NO.	LEGEND
A	R1-1/S-1 36"x36"	
B	N/A / AS-25 14"x12"	
C	W3-3 / N/A 30"x30"	
D	N/A 36"x18"	Vehicle Access Only - No Pedestrian Traffic
E	N/A 36"x18"	Drivers Must Remain in Vehicle at All Times
F	N/A 36"x18" (L)(R)	Wash Bay Amazon Trailers Only

STRIPING (PAVEMENT GRAPHICS) LEGEND

PG-1	STOP BAR
PG-5	STRAIGHT ARROW
PG-6(L)	LEFT TURN ARROW
PG-6(R)	RIGHT TURN ARROW
PG-7(L)	STRAIGHT OR LEFT TURN ARROW
PG-7(R)	STRAIGHT OR RIGHT TURN ARROW
PG-8	LEFT OR RIGHT TURN ARROW
PG-9	LEFT, STRAIGHT, OR RIGHT TURN ARROW
PG-10	18" STRIPING OUTLINE AND FILL AT 45-DEGREES
PG-11	12" STRIPING OUTLINE AND HATCH @ 36" O.C. (WHITE)
PG-12	12" STRIPING OUTLINE AND HATCH @ 36" O.C. (YELLOW)
PG-14	TRAILER SPACE NUMBERING
PG-15	SPEED HUMP
PG-16	SPEED BUMP
PG-17	ACCESSIBLE CAR PARKING
PG-18	ACCESSIBLE VAN PARKING
PG-20	PEDESTRIAN TABLE
PG-21	EMPTY TRAILER SLIP
PG-22	TRACTOR DOCK PARKING
PG-23	JACK STAND AREA
PG-24	WARNING LINE

LEGEND

	LIMIT OF DISTURBANCE LINE AND CONTRACT LIMIT LINE
	PROPERTY LINE
	SAWCUT LINE
	CONCRETE CURB
	SPEED BUMP
	SIGN
	PROPOSED CONCRETE SIDEWALK
	PROPOSED CONCRETE PAVEMENT STRUCTURE



PROPOSED TRUCK WASH FACILITY
2300 SHILOH ROSE PARKWAY SOUTHWEST
BONDURANT, IA 50035

Architecture
Engineering
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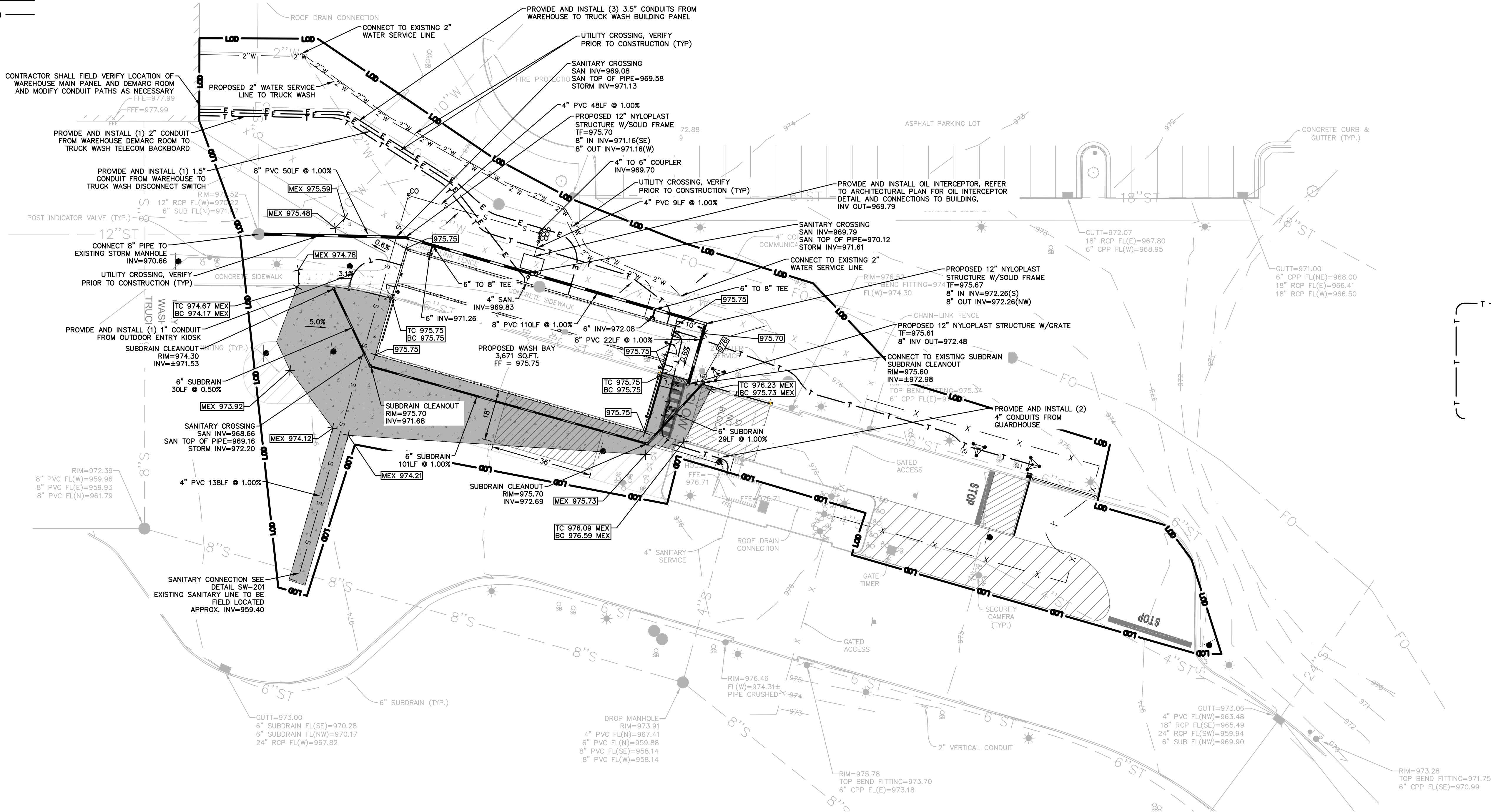
355 Research Parkway
Meriden, CT 06450
(203) 630-1406
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REVISIONS	Desc.
No.	Date
Designed	B.H.H.
Drawn	B.H.H.
Reviewed	J.C.J.
Scale	AS SHOWN
Project No.	2200424.04
Date	07/08/2022
CAD File:	SP220042401
Title	SITE PLAN
Sheet No.	

SP-1

GRADING AND DRAINAGE LEGEND

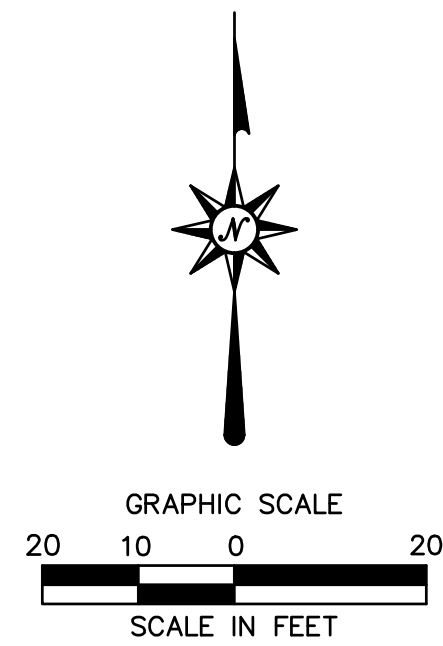
PROPERTY LINE	---
LIMIT OF DISTURBANCE LINE AND CONTRACT LIMIT LINE	---
STORM LINE	---
CATCH BASIN	□
STORM MANHOLE	●
FLARED END	▽
END WALL OR HEADWALL	└┐
OUTLET CONTROL STRUCTURE	○
HYDRODYNAMIC SEPARATOR	⊙
PROPOSED CONTOUR LINE	---
PROPOSED SPOT GRADE	x 100.00
ABBREVIATIONS	
TC=TOP OF CURB	TC=100.00
BC=BOTTOM OF CURB	BC=99.50
TW=TOP OF WALL	TW=108.00
BW=BOTTOM OF WALL	BW=100.00
MEX=MEET EXISTING	
PROPOSED SURFACE SLOPE	2%
ELECTRIC LINE	---
ELECTRIC AND TELECOMMUNICATIONS LINES	---
GAS LINE	---
WATER LINE	---
SANITARY SEWER LINE	---
SANITARY SEWER FORCE MAIN	---
OVERHEAD LINE	---
TRANSFORMER	⊞
HYDRANT	⊞
UTILITY POLE	⊞
SANITARY/STORM MANHOLE	⊞
SANITARY/STORM CLEANOUT	⊞
WATER VALVE	⊞
GATE VALVE	⊞
THRUST BLOCK	⊞
GREASE TRAP	⊞



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2300 SHILOH ROSE PARKWAY SOUTHWEST
BONDURANT, IA 50035

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Drawn	B.H.H.
Reviewed	J.C.J.
Scale	AS SHOWN
Project No.	2200424.04
Date	07/08/2022
CAD File:	GU220042401
Title	GRADING & UTILITY PLAN
Sheet No.	

GU-1
No. 6 of 12



Architecture
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PROPOSED TRUCK WASH FACILITY
2300 SHILOH ROSE PARKWAY SOUTHWEST
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REVISIONS	Date		Desc.
	No.		
Designed			B.H.H.
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Scale			AS SHOWN
Project No.			2200424.0
Date			07/08/2002
CAD File:			SCW220042401
Title			
EROSION & SEDIMENTARY CONTROL PLAN			
Sheet No.			

EC-1
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EROSION CONTROL PLAN NOTES

SEDIMENT AND EROSION CONTROL NOTES

SEDIMENT & EROSION CONTROL NARRATIVE
THE SEDIMENT AND EROSION CONTROL PLAN WAS DEVELOPED TO PROTECT THE EXISTING ROADWAY AND STORM DRAINAGE SYSTEMS, ADJACENT PROPERTIES, AND ANY ADJACENT WATER COURSE FROM SEDIMENT LADEN SURFACE RUNOFF AND EROSION. A CONSTRUCTION SEQUENCE IS PROVIDED TO PROVIDE SURFACE RUNOFF EROSION CONTROLS PRIOR TO THE BEGINNING OF PROJECT DEMOLITION AND/OR CONSTRUCTION.

CONSTRUCTION SCHEDULE
THE ANTICIPATED STARTING DATE FOR CONSTRUCTION IS **TBD**, WITH COMPLETION ANTICIPATED **TBD**. APPROPRIATE SEDIMENT AND EROSION CONTROL MEASURES AS DESCRIBED HEREIN SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO THE COMMENCEMENT OF ALL DEMOLITION OR CONSTRUCTION ACTIVITY. SCHEDULE WORK TO MINIMIZE THE LENGTH OF TIME THAT BARE SOIL WILL BE EXPOSED.

CONTINGENCY EROSION PLAN
THE CONTRACTOR SHALL INSTALL ALL SPECIFIED SEDIMENT AND EROSION CONTROL MEASURES AND WILL BE REQUIRED TO MAINTAIN THEM IN THEIR INTENDED FUNCTIONING CONDITION. THE AGENTS OF THE MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT AND/OR CIVIL ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUPPLEMENTAL MAINTENANCE OR ADDITIONAL MEASURES IF FIELD CONDITIONS ARE ENCOUNTERED BEYOND WHAT WOULD NORMALLY BE ANTICIPATED.

CONSTRUCTION SEQUENCE
THE FOLLOWING CONSTRUCTION SEQUENCE IS RECOMMENDED:

1. CONTACT MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO COMMENCEMENT OF ANY DEMOLITION, CONSTRUCTION OR REGULATED ACTIVITY ON THIS PROJECT.
2. CLEARING LIMITS SHALL BE PHYSICALLY MARKED IN THE FIELD AND APPROVED BY THE MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT OR INLAND WETLANDS COMMISSION AGENT PRIOR TO THE START OF WORK ON THE SITE. INSTALL TREE PROTECTION AND PERIMETER SILT FENCE OR FILTER SOCK.
3. CONSTRUCT STONE CONSTRUCTION ENTRANCE ANTI-TRACKING PADS AT CONSTRUCTION ENTRANCES/EXITS AND INSTALL FILTER FABRIC AROUND GRATES OF CATCH BASINS. INSTALL SILT SOCKS ON CATCH BASIN INLETS ON OFF SITE ROADS. INSTALL SILT FENCE AND OTHER EROSION CONTROL DEVICES INDICATED ON THESE PLANS AT PERIMETER OF PROPOSED SITE DISTURBANCE AND INSTALL ALL EROSION CONTROL MEASURES AND TREE PROTECTION INDICATED ON THESE PLANS. INSTALL SEDIMENT BASINS AND SEDIMENT TRAPS IF REQUIRED AT LOW AREAS OF SITE OR AS ORDERED BY THE ENGINEER OR AS SHOWN ON THESE PLANS.
4. CLEAR AND GRUB SITE. STOCKPILE CHIPS. STOCKPILE TOPSOIL. INSTALL SEDIMENT AND EROSION CONTROLS AT STOCKPILES.
5. BUILDING AND SITE DEMOLITION AND REMOVAL. PAVEMENT REMOVAL.
6. INSTALL SILT FENCE, CONSTRUCT DIVERSION SWALES AND SEDIMENT BASINS AND SEDIMENT TRAPS. COMMENCE INSTALLATION OF STORM DRAINAGE SYSTEM.
7. COMMENCE EARTHWORK. INSTALL ADDITIONAL SEDIMENT AND EROSION CONTROLS AS WORK PROGRESSES AND CONTINUE STORM DRAINAGE SYSTEM CONSTRUCTION, TOPSOIL AND SEED SLOPES WHICH HAVE ACHIEVED FINAL SITE GRADING.
8. CONSTRUCTION STAKING OF ALL BUILDING CORNERS, UTILITIES, ACCESS DRIVES, AND PARKING AREAS.
9. ROUGH GRADING AND FILLING OF SUBGRADES AND SLOPES.
10. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OPERATOR SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO ELIMINATE THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION.
11. BEFORE DISPOSING OF SOIL OR RECEIVING BORROW FOR THE SITE, THE CONTRACTOR MUST PROVIDE EVIDENCE THAT EACH SPOIL OR BORROW AREA HAS A SEDIMENT AND EROSION CONTROL PLAN APPROVED BY THE MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT AND/OR INLAND WETLANDS COMMISSION AND WHICH IS BEING IMPLEMENTED AND MAINTAINED. THE CONTRACTOR SHALL ALSO NOTIFY THE MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT AND/OR INLAND WETLANDS COMMISSION IN WRITING OF ALL RECEIVING SPOIL AND BORROW AREAS WHEN THEY HAVE BEEN IDENTIFIED.
12. CONTINUE INSTALLATION OF STORM DRAINAGE AS SUBGRADE ELEVATIONS ARE ACHIEVED.
13. BUILDING FOUNDATION SUBGRADE AND PAD SUBGRADE PREPARATION.
14. BUILDING FOUNDATION CONSTRUCTION. BEGIN BUILDING SUPERSTRUCTURE
15. THROUGHOUT CONSTRUCTION SEQUENCE, REMOVE SEDIMENT FROM BEHIND SILT FENCES, AND OTHER EROSION CONTROL DEVICES AS REQUIRED. REMOVAL SHALL BE ON A PERIODIC BASIS (EVERY SIGNIFICANT RAINFALL OF 0.25 INCH OR GREATER). INSPECTION OF SEDIMENT AND EROSION CONTROL MEASURES SHALL BE ON A WEEKLY BASIS. SEDIMENT COLLECTED SHALL BE DEPOSITED AND SPREAD EVENLY UPLAND ON SLOPES DURING CONSTRUCTION.
16. INSTALL UTILITIES. COMPLETE STORM DRAINAGE SYSTEM.
17. INSTALL SITE LIGHTING AND TRASH ENCLOSURE.
18. COMPLETE GRADING TO SUBGRADES AND CONSTRUCT PARKING AREA SUBGRADE.
19. CONSTRUCT CURBS, PAVEMENT STRUCTURE AND SIDEWALKS.
20. CONDUCT FINE GRADING.
21. PAVING OF PARKING AREAS AND DRIVEWAYS
22. FINAL FINE GRADING OF SLOPE AND NON-PAVED AREAS.
23. PLACE 4" TOPSOIL ON SLOPES AFTER FINAL GRADING IS COMPLETED. FERTILIZE SEED AND MULCH. SEED MIXTURE TO BE INSTALLED (TO BE DETERMINED) USE EROSION CONTROL BLANKETS AS REQUIRED OR ORDERED FOR SLOPES GREATER THAN 3:1 AND AS SHOWN ON LANDSCAPE PLANS OR EROSION CONTROL PLANS. FOR TEMPORARY STABILIZATION BEYOND SEEDING DATES USE ANNUAL RYE AT 4.0 LBS/1,000 S.F. FERTILIZE WITH 10-10-10 AT 1.0 LBS. OF NITROGEN PER 1,000 S.F. AND LIME AT 100 LBS/1,000 S.F. (MAX.).
24. LANDSCAPE ISLANDS, INTERIOR NON-PAVED AREAS, AND PERIMETER AREAS.
25. INSTALL SIGNING AND PAVEMENT MARKINGS
26. CLEAN STORM DRAINAGE PIPE STRUCTURES, DETENTION SYSTEMS AND WATER QUALITY DEVICES OF DEBRIS AND SEDIMENT.
27. UPON DIRECTION OF THE MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT, SEDIMENT AND EROSION CONTROL MEASURES SHALL BE REMOVED FOLLOWING STABILIZATION OF THE SITE.

OPERATION REQUIREMENTS

CLEARING AND GRUBBING OPERATIONS

1. ALL SEDIMENT AND EROSION CONTROL MEASURES, INCLUDING THE CONSTRUCTION OF TEMPORARY SEDIMENTATION BASINS AND STONE CONSTRUCTION ENTRANCE ANTI-TRACKING PADS, WILL BE INSTALLED PRIOR TO THE START OF CLEARING AND GRUBBING AND DEMOLITION OPERATIONS.
2. FOLLOWING INSTALLATION OF ALL SEDIMENT AND EROSION CONTROL MEASURES, THE CONTRACTOR SHALL NOT PROCEED WITH GRADING, FILLING OR OTHER CONSTRUCTION OPERATIONS UNTIL THE ENGINEER HAS INSPECTED AND APPROVED ALL INSTALLATIONS.
3. THE CONTRACTOR SHALL TAKE EXTREME CARE DURING CLEARING AND GRUBBING OPERATIONS SO AS NOT TO DISTURB UNPROTECTED WETLAND AREAS OR SEDIMENT AND EROSION CONTROL DEVICES.
4. FOLLOWING THE COMPLETION OF CLEARING AND GRUBBING OPERATIONS, ALL AREAS SHALL BE STABILIZED WITH TOPSOIL AND SEEDING OR CRUSHED STONE AS SOON AS PRACTICAL.

ROUGH GRADING OPERATIONS

1. DURING THE REMOVAL AND/OR PLACEMENT OF EARTH AS INDICATED ON THE GRADING PLAN, TOPSOIL SHALL BE STRIPPED AND APPROPRIATELY STOCKPILED FOR REUSE.
2. ALL STOCKPILED TOPSOIL SHALL BE SEEDED, MULCHED WITH HAY, AND ENCLOSED BY A SILTATION FENCE.

FILLING OPERATIONS

1. PRIOR TO FILLING, ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE PROPERLY IMPLEMENTED, MAINTAINED AND FULLY INSTALLED, AS DIRECTED BY THE ENGINEER AND AS SHOWN ON THIS PLAN.
2. ALL FILL MATERIAL ADJACENT TO ANY WETLAND AREAS, IF APPLICABLE TO THIS PROJECT, SHALL BE GOOD QUALITY, WITH LESS THAN 5% FINES PASSING THROUGH A #200 SIEVE (BANK RUN), SHALL BE PLACED IN LIFT THICKNESSES NOT GREATER THAN THAT SPECIFIED IN PROJECT SPECIFICATIONS AND/OR THE PROJECT GEOTECHNICAL REPORT. LIFTS SHALL BE COMPACTED TO 95% MAX. DRY DENSITY MODIFIED PROCTOR OR AS SPECIFIED IN THE CONTRACT SPECIFICATIONS OR IN THE GEOTECHNICAL REPORT.
3. AS GENERAL GRADING OPERATIONS PROGRESS, ANY TEMPORARY DIVERSION DITCHES SHALL BE RAISED OR LOWERED, AS NECESSARY, TO DIVERT SURFACE RUNOFF TO THE SEDIMENT BASINS OR SEDIMENT TRAPS.

PLACEMENT OF DRAINAGE STRUCTURES, UTILITIES, AND BUILDING CONSTRUCTION OPERATIONS.

1. SILT FENCES SHALL BE INSTALLED AT THE DOWNHILL SIDES OF BUILDING EXCAVATIONS, MUD PUMP DISCHARGES, AND UTILITY TRENCH MATERIAL STOCKPILES.

FINAL GRADING AND PAVING OPERATIONS

1. ALL INLET AND OUTLET PROTECTION SHALL BE PLACED AND MAINTAINED AS SHOWN ON SEDIMENT AND EROSION CONTROL PLANS AND DETAILS, AND AS DESCRIBED IN SPECIFICATIONS AND AS DESCRIBED HEREIN.
2. NO CUT OR FILL SLOPES SHALL EXCEED 2:1 EXCEPT WHERE STABILIZED BY ROCK FACED EMBANKMENTS OR EROSION CONTROL BLANKETS, OR JUTE MESH AND VEGETATION. ALL SLOPES SHALL BE SEEDED, AND ANY ROAD OR DRIVEWAY SHOULDER AND BANKS SHALL BE STABILIZED IMMEDIATELY UPON COMPLETION OF FINAL GRADING UNTIL TURF IS ESTABLISHED.

3. PAVEMENT SUB-BASE AND BASE COURSES SHALL BE INSTALLED OVER AREAS TO BE PAVED AS SOON AS FINAL SUB-GRADES ARE ESTABLISHED AND UNDERGROUND UTILITIES AND STORM DRAINAGE SYSTEMS HAVE BEEN INSTALLED.
4. AFTER CONSTRUCTION OF PAVEMENT, TOPSOIL, FINAL SEED, MULCH AND LANDSCAPING, REMOVE ALL TEMPORARY SEDIMENT AND EROSION CONTROL DEVICES ONLY AFTER ALL AREAS HAVE BEEN PAVED AND/OR GRASS HAS BEEN WELL ESTABLISHED AND THE SITE IS STABLE AND HAS BEEN INSPECTED AND APPROVED BY THE MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT.

INSTALLATION OF SEDIMENTATION AND EROSION CONTROL MEASURES

- I. SILTATION FENCE
A. DIG A SIX INCH TRENCH ON THE UPHILL SIDE OF THE DESIGNATED FENCE LINE LOCATION.
B. POSITION THE POST AT THE BACK OF THE TRENCH (DOWNHILL SIDE), AND HAMMER THE POST AT LEAST 1.5 FEET INTO THE GROUND.
C. LAY THE BOTTOM SIX INCHES OF THE FABRIC INTO THE TRENCH TO PREVENT UNDERMINING BY STORM WATER RUN-OFF.
D. BACKFILL THE TRENCH AND COMPACT.

OPERATION AND MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES

- A. ALL SILTATION FENCES SHALL BE INSPECTED AS A MINIMUM WEEKLY. ALL DETERIORATED FABRIC AND DAMAGED POSTS SHALL BE REPLACED AND PROPERLY REPOSITIONED IN ACCORDANCE WITH THIS PLAN.
- B. SEDIMENT DEPOSITS SHALL BE REMOVED FROM BEHIND THE FENCE WHEN THEY REACH A MAXIMUM HEIGHT OF ONE FOOT.
II. SEDIMENT BASINS/SEDIMENT TRAPS
A. CONTRACTOR TO KEEP WEEKLY CHECK LOGS FOR INSPECTIONS OF ALL SEDIMENT AND EROSION CONTROL DEVICES AND HAVE THEM READILY AVAILABLE ON-SITE AT ALL TIMES FOR INSPECTION BY LOCAL AUTHORITIES OR ENGINEER.
B. ALL SEDIMENT BASINS AND/OR SEDIMENT TRAPS SHALL BE INSPECTED FOLLOWING EACH RAINFALL. REPAIR OF SLOPES SHALL BE PROMPTLY MADE AS NEEDED.
C. SEDIMENT DEPOSITS SHALL BE REMOVED FROM SEDIMENT BASINS AND/OR SEDIMENT TRAPS WHEN THEY REACH A MAXIMUM HEIGHT OF ONE FOOT UNLESS OTHERWISE INDICATED ON THE EROSION CONTROL PLANS AND DETAILS TO BE AT A SPECIFIC ELEVATION PER CLEAN OUT MARKERS.
D. SEDIMENT SHALL BE DISPOSED OF ON-SITE OR AS DIRECTED BY THE ENGINEER AND LOCAL GOVERNING OFFICIALS. SEE SEDIMENT AND EROSION CONTROL NOTES HEREIN REGARDING DISPOSAL REQUIREMENTS FOR OFF SITE SPOIL DISPOSAL.

SEDIMENT AND EROSION CONTROL PLAN.

1. CULVERT DISCHARGE AREAS WILL BE PROTECTED WITH RIP RAP CHANNELS. ENERGY DISSIPATORS WILL BE INSTALLED AS SHOWN ON THESE PLANS AND AS NECESSARY.
2. CATCH BASINS WILL BE PROTECTED WITH SILT SOCKS, SILTATION FENCE, OR OTHER INLET PROTECTION DEVICES PER DETAILS, THROUGHOUT THE CONSTRUCTION PERIOD AND UNTIL ALL DISTURBED AREAS ARE THOROUGHLY STABILIZED.
3. ALL SEDIMENT AND EROSION CONTROL MEASURES WILL BE INSTALLED IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS MANUAL LATEST EDITION.
4. SEDIMENT AND EROSION CONTROL MEASURES WILL BE INSTALLED PRIOR TO DEMOLITION AND/OR CONSTRUCTION WHENEVER POSSIBLE.
5. ALL CONTROL MEASURES WILL BE MAINTAINED IN EFFECTIVE CONDITION THROUGHOUT THE DEMOLITION AND CONSTRUCTION PERIOD UNTIL THE SITE IS DETERMINED TO BE STABILIZED BY THE AUTHORITY HAVING JURISDICTION.
6. ADDITIONAL CONTROL MEASURES WILL BE INSTALLED DURING THE CONSTRUCTION PERIOD, IF NECESSARY OR REQUIRED OR AS DIRECTED BY THE CIVIL ENGINEER OR BY THE AUTHORITY HAVING JURISDICTION.
7. SEDIMENT REMOVED FROM EROSION CONTROL STRUCTURES WILL BE DISPOSED IN A MANNER WHICH IS CONSISTENT WITH THE INTENT AND REQUIREMENTS OF THE SEDIMENT AND EROSION CONTROL PLANS, NOTES, AND DETAILS.
8. THE CONTRACTOR IS ASSIGNED THE RESPONSIBILITY FOR IMPLEMENTING THIS SEDIMENT AND EROSION CONTROL PLAN. THIS RESPONSIBILITY INCLUDES THE INSTALLATION AND MAINTENANCE OF CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED ON THE CONSTRUCTION SITE OF THE REQUIREMENTS AND OBJECTIVES OF THE PLAN, NOTIFICATION OF THE MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT AND/OR INLAND WETLANDS COMMISSION OFFICE OR AUTHORITY HAVING JURISDICTION OF ANY TRANSFER OF THIS RESPONSIBILITY AND FOR CONVEYING A COPY OF THE SEDIMENT AND EROSION CONTROL PLAN IF THE TITLE TO THE LAND IS TRANSFERRED.

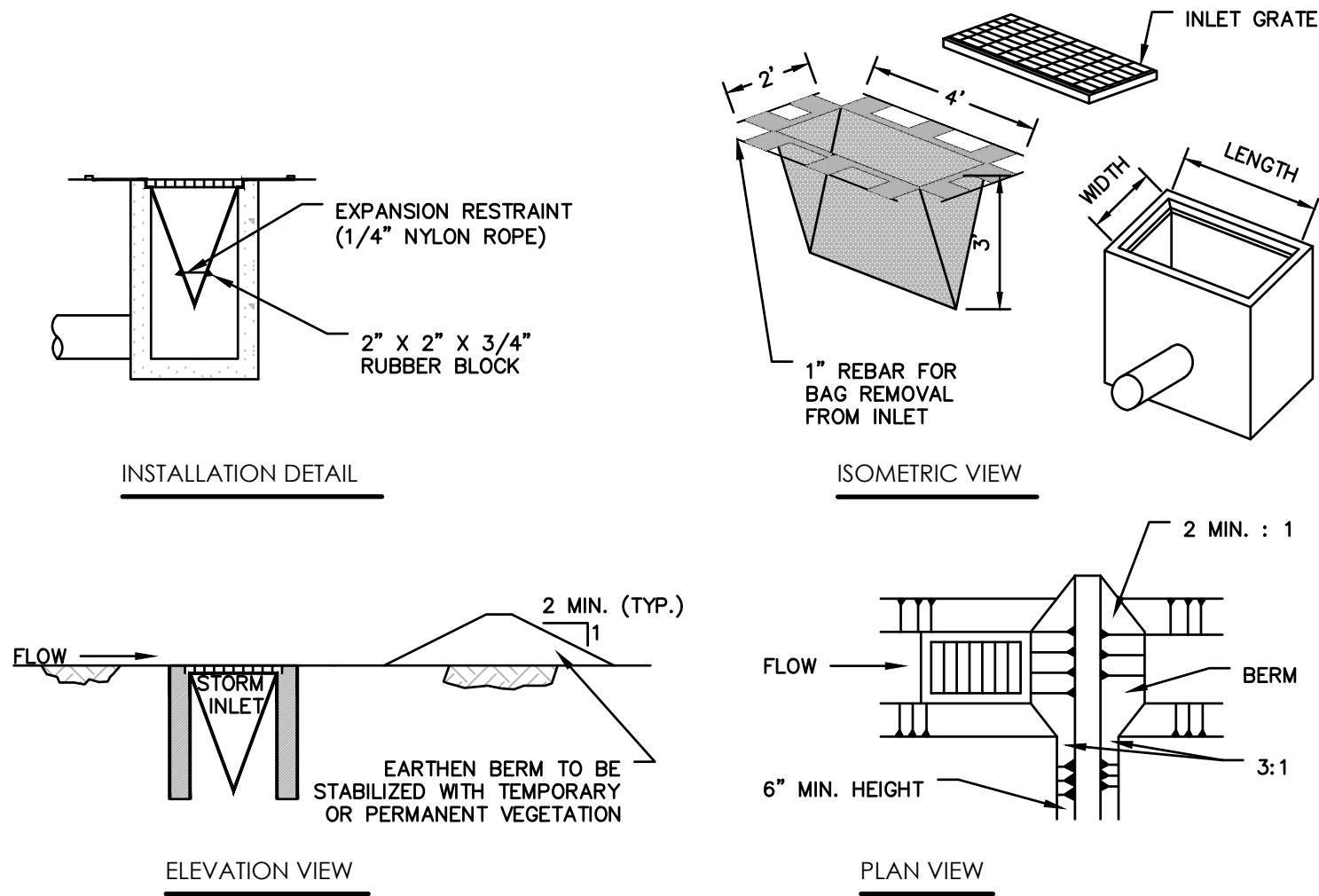
SEDIMENT AND EROSION CONTROL NOTES

1. THE SEDIMENT AND EROSION CONTROL PLAN IS ONLY INTENDED TO DESCRIBE THE SEDIMENT AND EROSION CONTROL TREATMENT FOR THIS SITE. SEE SEDIMENT AND EROSION CONTROL DETAILS AND CONSTRUCTION SEQUENCE. REFER TO SITE PLAN FOR GENERAL INFORMATION AND OTHER CONTRACT PLANS FOR APPROPRIATE INFORMATION.
2. THE CONTRACTOR IS RESPONSIBLE FOR IMPLEMENTING THIS SEDIMENT AND EROSION CONTROL PLAN. THIS RESPONSIBILITY INCLUDES THE PROPER INSTALLATION AND MAINTENANCE OF SEDIMENT AND EROSION CONTROL MEASURES, INFORMING ALL PARTIES ENGAGED WITH CONSTRUCTION ON THE SITE OF THE REQUIREMENTS AND OBJECTIVES OF THIS PLAN, INFORMING THE AUTHORITY HAVING JURISDICTION OF ANY TRANSFER OF THIS RESPONSIBILITY, AND FOR CONVEYING A COPY OF THE SEDIMENT & EROSION CONTROL PLAN IF THE TITLE TO THE LAND IS TRANSFERRED.
3. VISUAL SITE INSPECTIONS SHALL BE CONDUCTED WEEKLY BY QUALIFIED PERSONNEL, TRAINED AND EXPERIENCED IN SEDIMENT AND EROSION CONTROL, TO ASCERTAIN THAT THE SEDIMENT AND EROSION CONTROL (E&S) BMPS ARE OPERATIONAL AND EFFECTIVE IN PREVENTING POLLUTION. A WRITTEN REPORT OF EACH INSPECTION SHALL BE KEPT, AND INCLUDE:
A) A SUMMARY OF THE SITE CONDITIONS, E&S BMPS, AND COMPLIANCE; AND
B) THE DATE, TIME, AND THE NAME OF THE PERSON CONDUCTING THE INSPECTION
5. THE CONTRACTOR SHALL CONSTRUCT ALL SEDIMENT AND EROSION CONTROLS IN ACCORDANCE WITH IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS MANUAL, LATEST EDITION IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND AS DIRECTED BY THE MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT. THE CONTRACTOR SHALL KEEP A COPY OF THE GUIDELINES ON-SITE FOR REFERENCE DURING CONSTRUCTION.
6. ADDITIONAL AND/OR ALTERNATIVE SEDIMENT AND EROSION CONTROL MEASURES MAY BE INSTALLED DURING THE CONSTRUCTION PERIOD IF FOUND NECESSARY BY THE CONTRACTOR, OWNER, SITE ENGINEER, MUNICIPALITY AND/OR COUNTY SOILS CONSERVATION DISTRICT, OR GOVERNING AGENCIES. THE CONTRACTOR SHALL CONTACT THE OWNER AND APPROPRIATE GOVERNING AGENCIES FOR APPROVAL IF ALTERNATIVE CONTROLS OTHER THAN THOSE SHOWN ON THE PLANS ARE PROPOSED.
7. THE CONTRACTOR SHALL INSPECT ALL SEDIMENT AND EROSION CONTROLS AT LEAST WEEKLY, TO VERIFY THAT THE CONTROLS ARE OPERATING PROPERLY AND MAKE REPAIRS WHERE NECESSARY.
8. THE CONTRACTOR SHALL KEEP A SUPPLY OF SEDIMENT AND EROSION CONTROL MATERIAL (SILT FENCE, JUTE MESH, RIP RAP, ETC.) ON-SITE FOR MAINTENANCE AND EMERGENCY REPAIRS.
9. PROTECT EXISTING TREES THAT ARE TO BE SAVED BY FENCING AT THE DRIP LINE OR AS SHOWN WITH SNOW FENCE, ORANGE SAFETY FENCE, OR EQUIVALENT FENCING. ANY LIMB TRIMMING SHOULD BE DONE BEFORE CONSTRUCTION BEGINS IN THAT AREA; FENCING SHALL BE MAINTAINED AND REPAIRED DURING CONSTRUCTION.
10. INSTALL PERIMETER SEDIMENT AND EROSION CONTROLS PRIOR TO CLEARING OR CONSTRUCTION. ALL CONSTRUCTION SHALL BE CONTAINED WITHIN THE LIMIT OF DISTURBANCE, WHICH SHALL BE MARKED WITH SILT FENCE, SAFETY FENCE, FILTER SOCK, RIBBONS, OR OTHER MEANS PRIOR TO CLEARING. CONSTRUCTION ACTIVITY SHALL REMAIN ON THE UPHILL SIDE OF THE SILT FENCE UNLESS WORK IS SPECIFICALLY CALLED FOR ON THE DOWNHILL SIDE OF THE FENCE.
11. STONE CONSTRUCTION ENTRANCE ANTI-TRACKING PADS SHALL BE INSTALLED AT START OF CONSTRUCTION AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION. THE LOCATION OF THE TRACKING PADS MAY CHANGE AS VARIOUS PHASES OF CONSTRUCTION ARE COMPLETED.
12. TOPSOIL SHALL BE STRIPPED AND STOCKPILED FOR USE IN FINAL LANDSCAPING. ALL EARTH STOCKPILES SHALL HAVE HAY BALES OR SILT FENCE AROUND THE LIMIT OF PILE. PILES SHALL BE TEMPORARILY SEEDED IF PILE IS TO REMAIN IN PLACE FOR MORE THAN ONE (1) MONTH.
13. SEDIMENT BASINS AND SEDIMENT TRAPS SHALL PROVIDE 134 CUBIC YARDS OF SEDIMENT STORAGE PER ACRE CONTRIBUTING TO THE BASIN. PROVIDE BASIN VOLUMES FOR ALL DISTURBANCE ON SITE.
14. STONE CONSTRUCTION ENTRANCE ANTI-TRACKING PADS SHALL BE INSTALLED PRIOR TO ANY ON SITE EXCAVATION AND SHALL BE MAINTAINED DURING ALL DEMOLITION, EXCAVATION AND CONSTRUCTION ACTIVITIES.
15. MINIMIZE LAND DISTURBANCES. SEED AND MULCH DISTURBED AREAS WITH TEMPORARY MIX AS SOON AS PRACTICABLE (ONE WEEK MAXIMUM UNSTABILIZED PERIOD) USING PERENNIAL RYEGRASS AT 40 LBS PER ACRE, MULCH ALL CUT AND FILL SLOPES AND SWALES WITH LOOSE HAY AT A RATE OF 2 TONS PER ACRE. IF NECESSARY, REPLACE LOOSE HAY ON SLOPES WITH EROSION CONTROL BLANKETS OR JUTE CLOTH. MODERATELY GRADED AREAS, ISLANDS, AND TEMPORARY CONSTRUCTION STAGING AREAS MAY BE HYDROSEEDED WITH TACKIFIER.
16. MAINTAIN EXISTING PAVED AREAS FOR CONSTRUCTION STAGING FOR AS LONG AS POSSIBLE.
17. SILT FENCE AND OTHER SEDIMENT AND EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH CONTRACT DRAWINGS AND MANUFACTURER'S RECOMMENDATIONS PRIOR TO WORK IN ANY UPLAND AREAS.
18. EXCAVATED MATERIAL FROM TEMPORARY SILT TRAPS MUST BE STOCKPILED ON UPHILL SIDE OF SILT FENCE.
19. INSTALL SILT FENCE ACCORDING TO MANUFACTURER'S INSTRUCTION, PARTICULARLY, BURY LOWER EDGE OF FABRIC INTO GROUND. SILT FENCE SHALL BE TENCATE ENVIROFENCE, PROPEX GEOTEX OR EQUIVALENT APPROVED BY THE CIVIL ENGINEER. FILTER FABRIC USED SHALL BE TENCATE 140N OR 170N, OR APPROVED EQUIVALENT. SEE SPECIFICATIONS FOR FURTHER INFORMATION.
20. INSTALL TEMPORARY DIVERSION DITCHES, PLUNGE POOLS, SEDIMENT BASINS, SEDIMENT TRAPS, CONCRETE WASH PITS AND DEWATERING PITS AS SHOWN AND AS NECESSARY DURING VARIOUS PHASES OF CONSTRUCTION TO CONTROL RUNOFF UNTIL UPHILL AREAS ARE DETERMINED TO BE STABILIZED BY THE AUTHORITY HAVING JURISDICTION. LOCATION OF TEMPORARY SEDIMENT BASINS WILL REQUIRE REVIEW AND APPROVAL BY THE CIVIL ENGINEER AND AUTHORITY HAVING JURISDICTION.
21. DIRECT ALL DEWATERING PUMP DISCHARGE TO A SEDIMENT CONTROL DEVICE SUCH AS TEMPORARY PITS, SEDIMENT TRAP, SEDIMENT BASINS OR GRASS FILTERS WITHIN THE APPROVED LIMIT OF DISTURBANCE. DISCHARGE TO STORM DRAINAGE SYSTEM OR SURFACE WATERS FROM SEDIMENT CONTROLS SHALL BE CLEAR.

SITE PREPARATION:

1. A SUBSOILER, PLOW, OR OTHER IMPLEMENT SHALL BE USED TO REDUCE SOIL COMPACTION AND ALLOW MAXIMUM INFILTRATION. MAXIMIZING INFILTRATION WILL HELP CONTROL BOTH RUNOFF RATE AND WATER QUALITY. SUBSOILING SHOULD BE DONE WHEN THE SOIL MOISTURE IS LOW ENOUGH TO ALLOW THE SOIL TO CRACK OR FRACTURE. SUBSOILING SHALL NOT BE DONE IN SLIP-PRONE AREAS WHERE SOIL PREPARATION SHOULD BE LIMITED TO WHAT IS NECESSARY FOR ESTABLISHING VEGETATION.
2. THE SITE SHALL BE GRADED AS NEEDED TO PERMIT THE USE OF CONVENTIONAL EQUIPMENT FOR SEEDBED PREPARATION AND SEEDING.
3. RESOIL SHALL BE APPLIED WHERE NEEDED TO ESTABLISH VEGETATION.
 - FROM OCTOBER 1 THROUGH NOVEMBER 20, PREPARE THE SEEDBED, ADD THE REQUIRED AMOUNTS OF LIME AND FERTILIZER, THEN MULCH AND ANCHOR. AFTER NOVEMBER 20, AND BEFORE MARCH 15, BROADCAST THE SELECTED SEED MIXTURE. INCREASE THE SEEDING RATES BY 50% FOR THIS TYPE OF SEEDING.
 - FROM NOVEMBER 20 THROUGH MARCH 15, WHEN SOIL CONDITIONS PERMIT, PREPARE THE SEEDBED, LIME, AND FERTILIZE. APPLY THE SELECTED SEED MIXTURE, MULCH, AND ANCHOR. INCREASE THE SEEDING RATES BY 50% FOR THIS TYPE OF SEEDING.
 - APPLY SEED UNIFORMLY WITH A CYCLONE SEEDER, DRILL, CULTIPACKER SEEDER, OR HYDRO-SEEDER (SLURRY MAY INCLUDE SEED AND FERTILIZER) ON A FIRM, MOIST SEEDBED.
 - WHERE FEASIBLE, EXCEPT WHEN A CULTIPACKER TYPE SEEDER IS USED, THE SEEDBED SHOULD BE FIRMED FOLLOWING SEEDING OPERATIONS WITH A CULTIPACKER, ROLLER, OR LIGHT DRAG. ON SLOPING LAND, SEEDING OPERATIONS SHOULD BE ON THE CONTOUR WHERE FEASIBLE.

REV/ISSN	Desc.	No.	Date	Designed	B.H.H.
				Drawn	B.H.H.
				Reviewed	J.C.J.
				Scale	AS SHOWN
				Project No.	2200424.04
				Date	07/08/2022
				CAD File	EC220042401
				Title	EROSION & SEDIMENT CONTROL NOTES
				Sheet No.	



INLET PROTECTION SHALL NOT BE REQUIRED FOR INLET TRIBUTARY TO SEDIMENT BASIN OR TRAP. BERMS SHALL BE REQUIRED FOR ALL INSTALLATIONS.

ROLLED EARTHEN BERM IN ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS STONED, ROAD SUBBASE BERM ON ROADWAY SHALL BE MAINTAINED UNTIL ROADWAY IS PAVED. EARTHEN BERM IN CHANNEL SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED OR REMAIN PERMANENTLY.

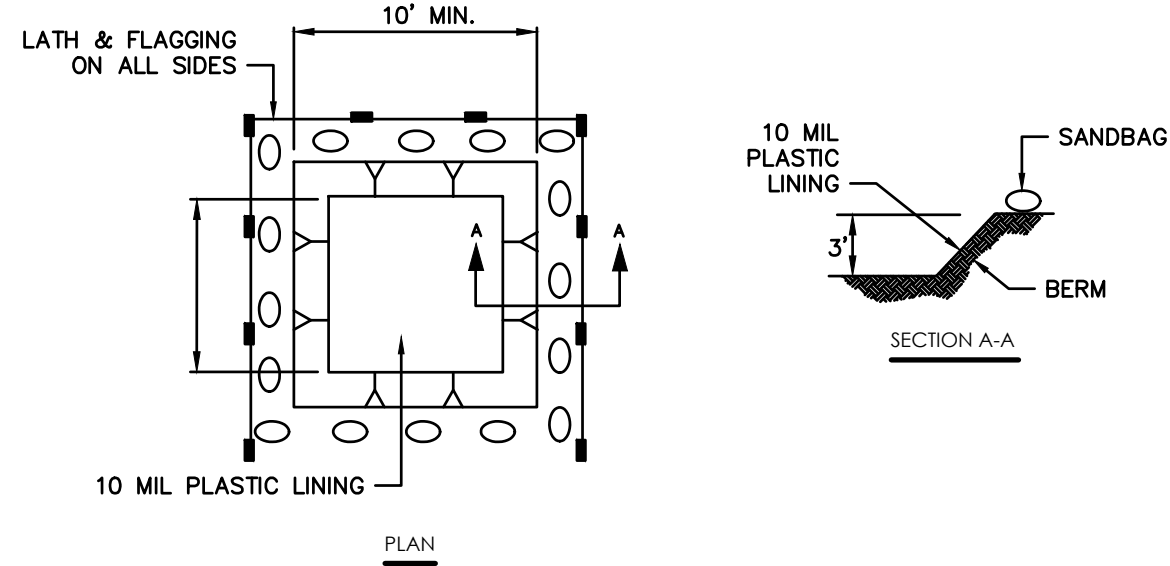
AT A MINIMUM, THE FABRIC SHALL HAVE A MINIMUM GRAB TENSILE STRENGTH OF 120 LBS, A MINIMUM BURST STRENGTH OF 200 PSI, AND A MINIMUM TRAPEZOIDAL TEAR STRENGTH OF 50 LBS. FILTER BAGS SHALL BE CAPABLE OF TRAPPING ALL PARTICLES NOT PASSING A NO. 40 SIEVE.

INLET FILTER BAGS SHALL BE INSPECTED ON A WEEKLY BASIS AND AFTER EACH RUNOFF EVENT. BAGS SHALL BE EMPTIED AND RINSED OR REPLACED WHEN HALF FULL OR WHEN FLOW CAPACITY HAS BEEN REDUCED SO AS TO CAUSE FLOODING OR BYPASSING OF THE INLET. DAMAGED OR CLOGGED BAGS SHALL BE REPLACED. A SUPPLY SHALL BE MAINTAINED ON SITE FOR REPLACEMENT OF BAGS. ALL NEEDED REPAIRS SHALL BE INITIATED IMMEDIATELY AFTER THE INSPECTION. DISPOSE OF ACCUMULATED SEDIMENT AS WELL AS ALL USED BAGS ACCORDING TO THE PLAN NOTES.

DO NOT USE ON MAJOR PAVED ROADWAYS WHERE PONDING MAY CAUSE TRAFFIC HAZARDS.

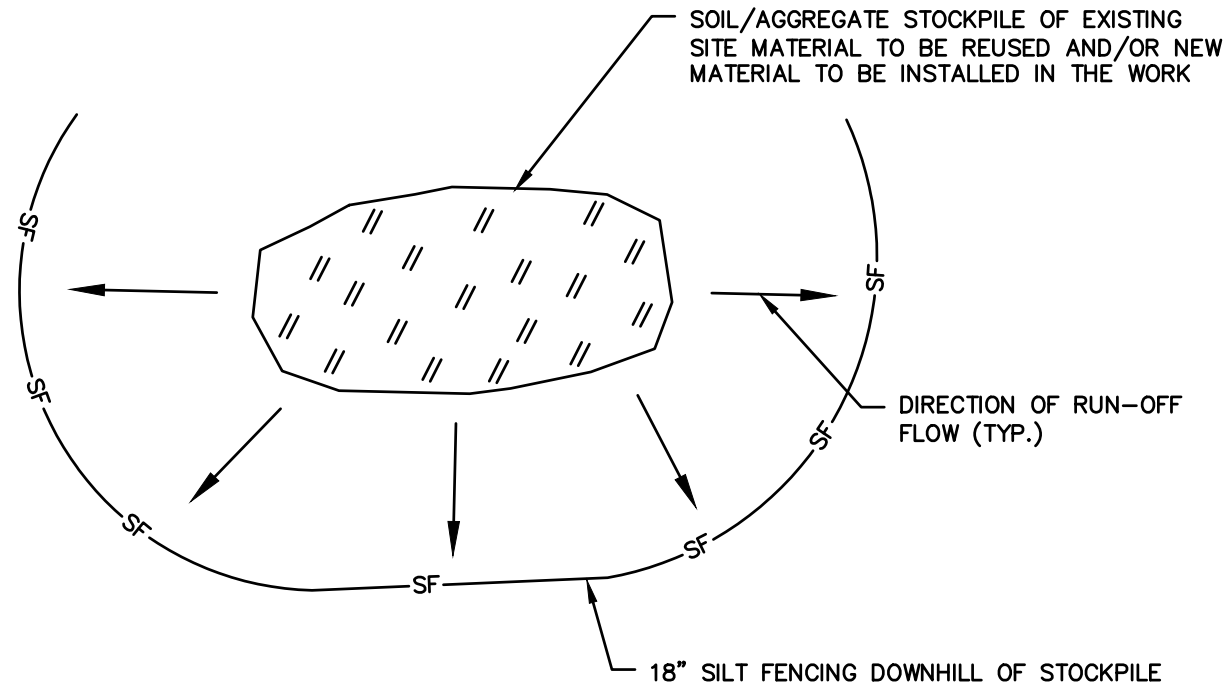
FILTER BAG INLET PROTECTION - INLET DETAIL

N.T.S



- TEMPORARY CONCRETE WASHOUT FACILITIES (TYPE BELOW GRADE) SHOULD BE CONSTRUCTED AS SHOWN ON THE DETAIL, WITH A RECOMMEND MINIMUM LENGTH AND MINIMUM WIDTH OF 10 FT. THE QUANTITY AND VOLUME SHOULD BE SUFFICIENT TO CONTAIN ALL CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
- LATH AND FLAGGING SHOULD BE COMMERCIAL TYPE.
- PLASTIC LINING MATERIAL SHOULD BE A MINIMUM 10 MIL POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR THERE DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

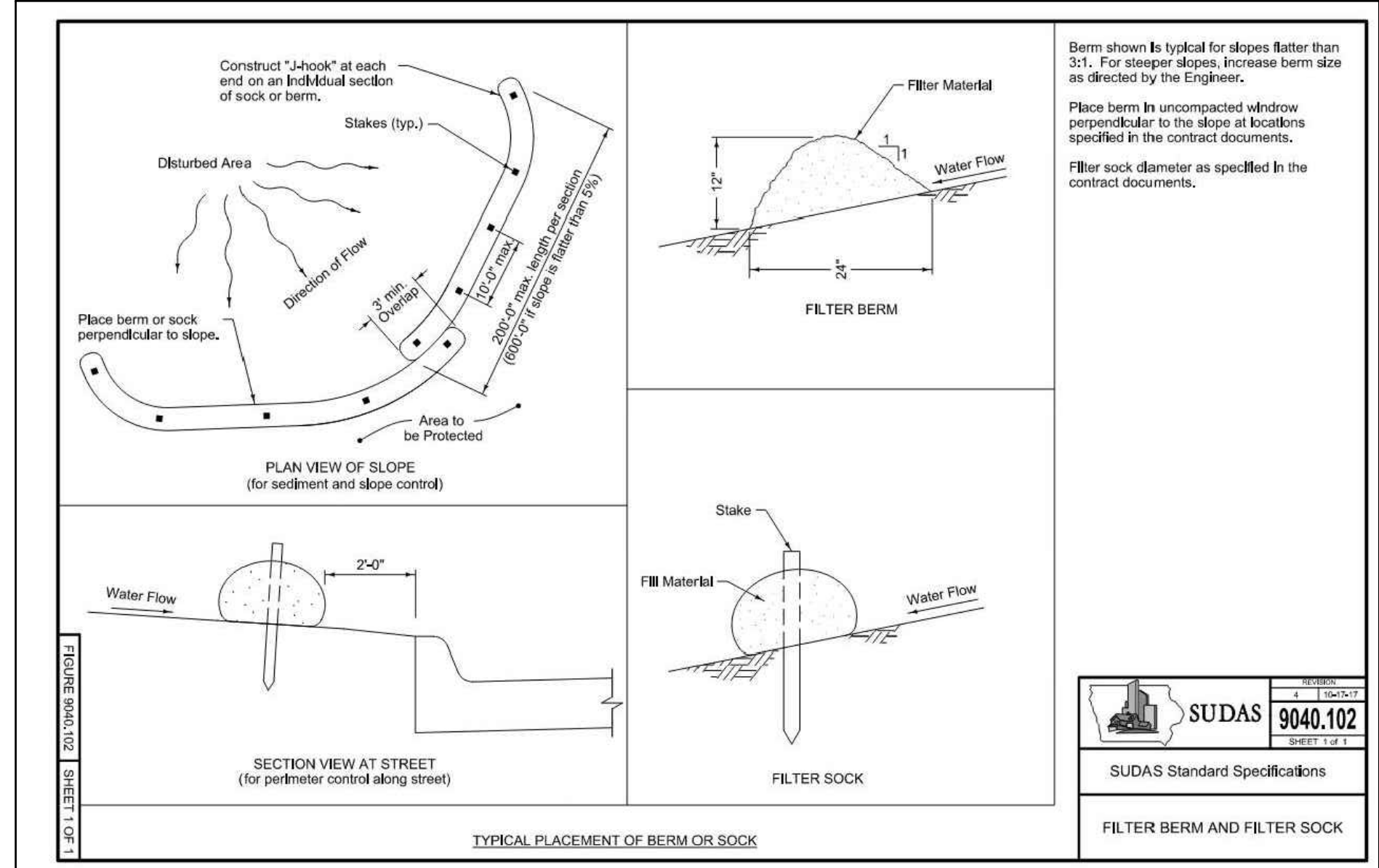
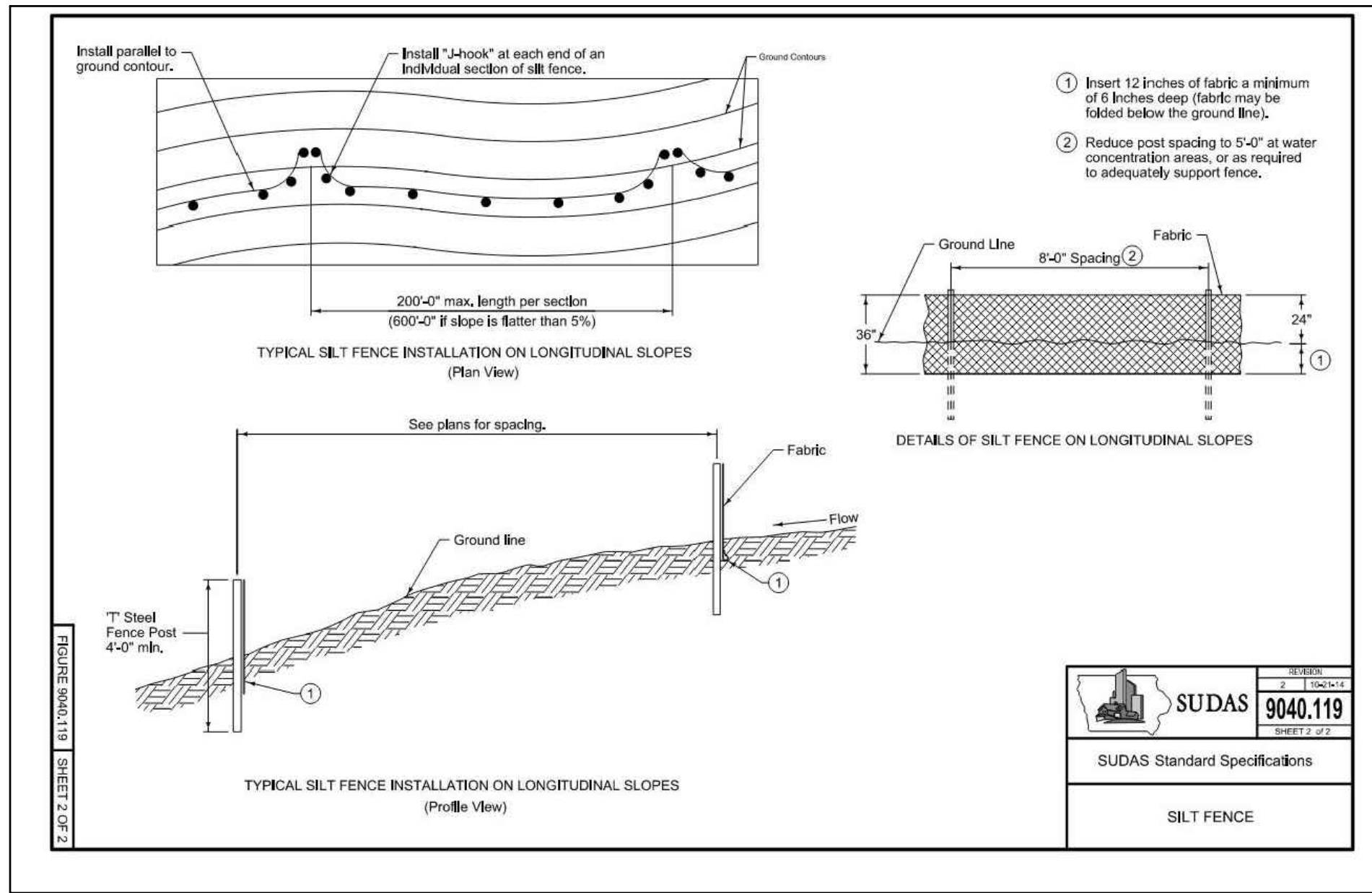
TEMPORARY CONCRETE WASHOUT FACILITY



- NOTES:
- ALL EXISTING EXCAVATED MATERIAL THAT IS NOT TO BE REUSED IN THE WORK IS TO BE IMMEDIATELY REMOVED FROM THE SITE AND PROPERLY DISPOSED OF.
 - SOIL/AGGREGATE STOCKPILE SITES TO BE WHERE SHOWN ON THE DRAWINGS.
 - RESTORE STOCKPILE SITES TO PRE-EXISTING PROJECT CONDITION AND RESEED AS REQUIRED.
 - STOCKPILE HEIGHTS MUST NOT EXCEED 35'. STOCKPILE SLOPES MUST BE 2:1 OR FLATTER.

MATERIALS STOCKPILE DETAIL

N.T.S



PROPOSED TRUCK WASH FACILITY

2300 SHILOH ROSE PARKWAY SOUTHWEST

BONDURANT, IA 50035

Desc.

REVISIONS
No. Date

Designed B.H.H.
Drawn B.H.H.
Reviewed J.C.J.
Scale AS SHOWN
Project No. 2200424.04
Date 07/08/2022

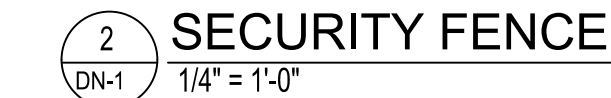
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Title
EROSION & SEDIMENT CONTROL DETAILS

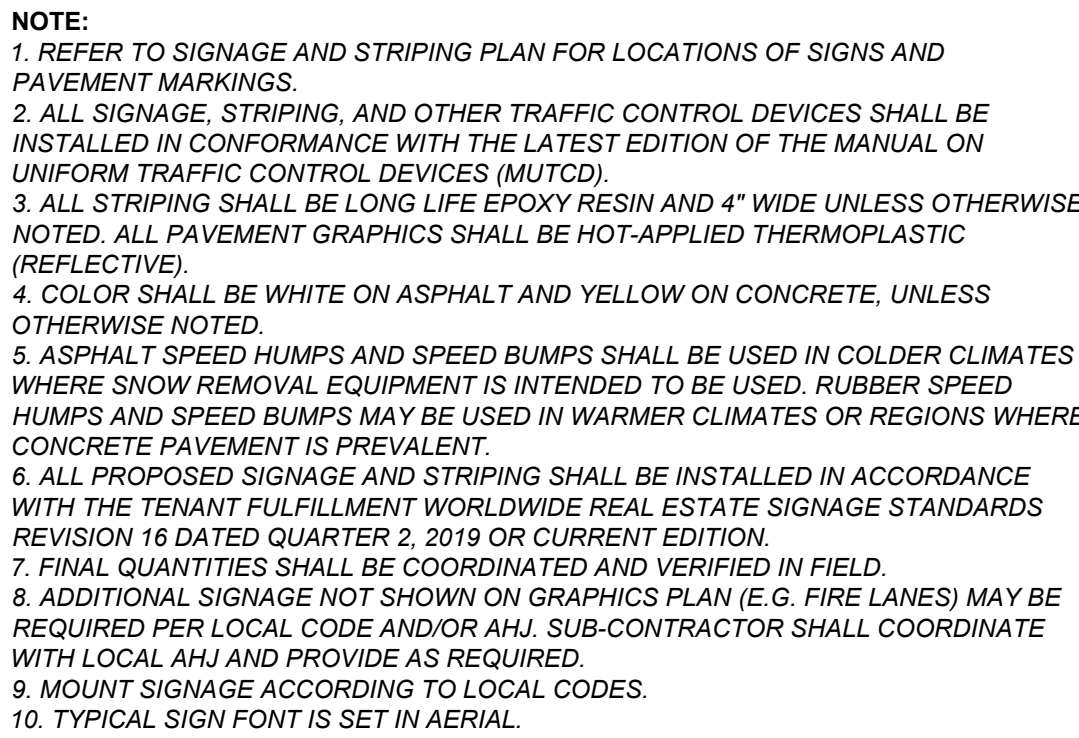
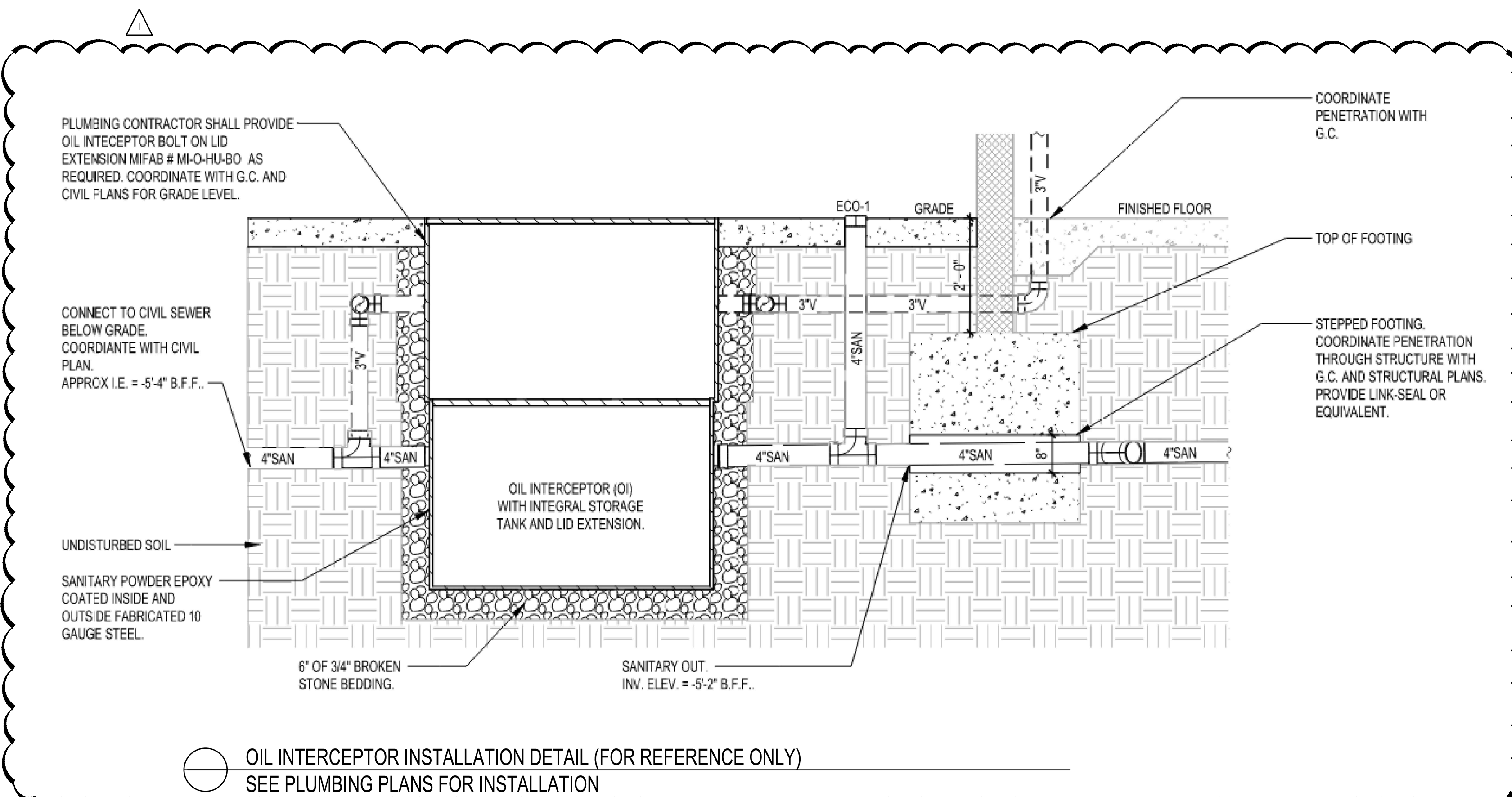
Sheet No.

EC-3

No. 9 of 12

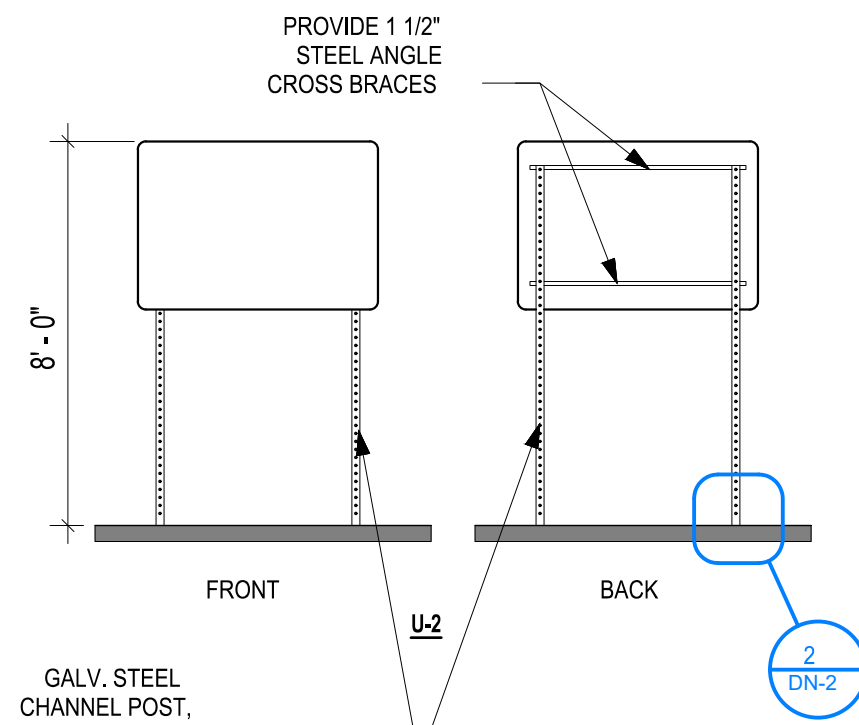


- | A | PART # | GRATE/SOLID COVER OPTIONS | | |
|-----------------|--------|---------------------------|-------------------------|----------------------|
| 8"
(200 mm) | 2808AG | PEDESTRIAN LIGHT
DUTY | STANDARD LIGHT
DUTY | SOLID LIGHT DUTY |
| 10"
(250 mm) | 2810AG | PEDESTRIAN LIGHT
DUTY | STANDARD LIGHT
DUTY | SOLID LIGHT DUTY |
| 12"
(300 mm) | 2812AG | PEDESTRIAN
AASHTO H-10 | STANDARD AASHTO
H-20 | SOLID
AASHTO H-20 |
| 15"
(375 mm) | 2815AG | PEDESTRIAN
AASHTO H-10 | STANDARD AASHTO
H-20 | SOLID
AASHTO H-20 |
| 18"
(450 mm) | 2818AG | PEDESTRIAN
AASHTO H-10 | STANDARD AASHTO
H-20 | SOLID
AASHTO H-20 |
| 24"
(600 mm) | 2824AG | PEDESTRIAN
AASHTO H-10 | STANDARD AASHTO
H-20 | SOLID
AASHTO H-20 |
| 30"
(750 mm) | 2830AG | PEDESTRIAN
AASHTO H-20 | STANDARD AASHTO
H-20 | AASHTO H-20 |



THERMAL APPLIED GRAPHICS / PAVEMENT PAINT

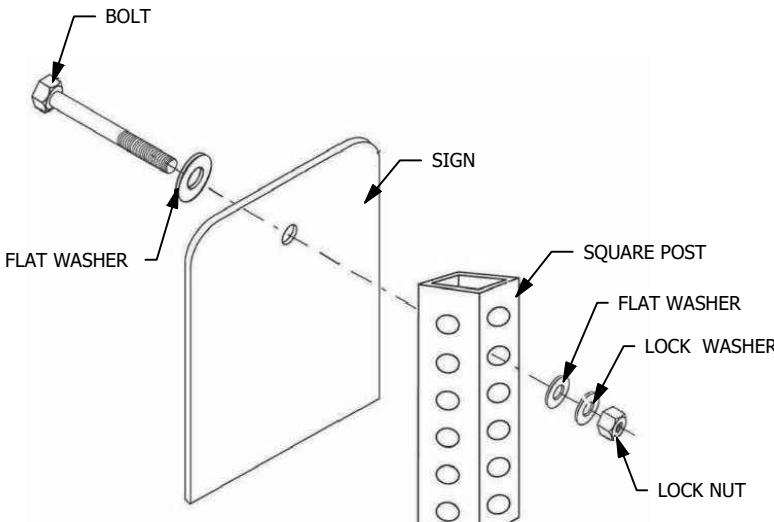
NOTE: TWO COAT APPLICATION REQUIRED FOR ALL PAVEMENT GRAPHICS



BROWN - 469, RED - 187, YELLOW - 116, PURPLE - 259, GREEN - 342
BLUE - 294, ORANGE - 152

1. REFER TO SIGNAGE AND STRIPING PLAN FOR LOCATIONS OF SIGNS AND PAVEMENT MARKINGS.
2. ALL SIGNAGE, STRIPING, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
3. ALL SPEED SIGNS SHALL BE 36" HIGH, 30" WIDE, AND 4" WIDE UNLESS OTHERWISE NOTED. ALL PAVEMENT GRAPHICS SHALL BE HOT-APPLIED THERMOPLASTIC [REFLECTIVE].
4. COLOR SHALL BE WHITE ON ASPHALT AND YELLOW ON CONCRETE, UNLESS OTHERWISE NOTED.
5. ASPHALT SPEED BUMPS AND SPEED BUMPS SHALL BE USED IN COLDER CLIMATES WHERE SNOW REMOVAL EQUIPMENT IS INTENDED TO BE USED. RUBBER SPEED BUMPS AND SPEED BUMPS MAY BE USED IN WARMER CLIMATES OR REGIONS WHERE CONCRETE PAVEMENT IS PREVALENT.
6. ALL PROPOSED SIGNAGE AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE TENANT FULFILLMENT WORLDWIDE REAL ESTATE SIGNAGE STANDARDS REVISION 16 DATED QUARTER 2, 2019 OR CURRENT EDITION.
7. FINAL QUANTITIES SHALL BE COORDINATED AND VERIFIED IN FIELD.
8. ADDITIONAL SIGNAGE NOT SHOWN ON GRAPHIC PLAN (E.G. FIRE LANES) MAY BE REQUIRED. ALL ADDITIONAL SIGNAGE SHALL BE PROVIDED BY THE SUB-CONTRACTOR SHALL COORDINATE WITH LOCAL A/HJ AND PROVIDE AS REQUIRED.
9. MOUNT SIGNAGE ACCORDING TO LOCAL CODES.
10. TYPICAL SIGN FONT IS SET IN AERIAL.

1/4" = 1'-0"



ALL HARDWARE SHALL BE STAINLESS STEEL

$$1/4" = 1'-0"$$


SIGN /
1/4" = 1'-0"



S-7 (R) / S-7 (L) OPPOSITE ARR

MUTCD: R6-1.
12" X 36"
DOT STANDARD VERTICALLY ORIENTED
"ONE WAY" LEFT ARROW SIGN.
ALONG ONE WAY DRIVE AISLES. SIGN
POST AND PANEL MOUNT IS ACCEPTABLE.
REFER TO S-2 FOR GRAPHICAL DETAILS
OF USING ONE WAY SIGNS.



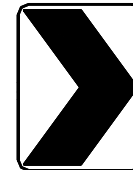
S-17
18" X 12"
DOT STANDARD NO
TRESPASSING SIGN. USE TO
PROHIBIT ACCESS. MOUNT ON
SECURED SIDE OF PERIMETER
FENCING AT 200 FEET MAX
SPACING AND ON ENTRY GATES
POST AND PANEL MOUNT
WHERE APPROPRIATE.



S-19
12" X 18"
CLEAN AIR VEHICLE
USE TO DEMARCAT CLEAN A
VEHICLE PARKING AS REQUIRED I
ONE SIGN PER SPACE OR AS REQ
BY LOCAL AUTHORITY.
POST AND PANEL MOUNT.



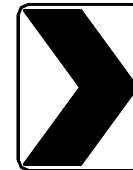
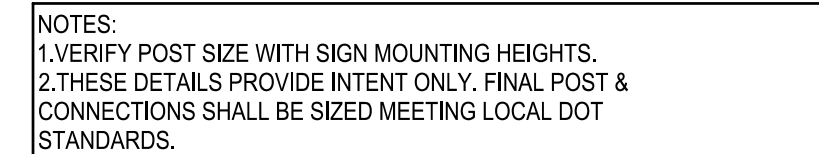
S-32(L)
24" X 30"
DOT STANDARD CHEVRON
ALIGNMENT LEFT ARROW SIGN
USE TO INDICATE CURVE IN
ROADWAY. POST AND PANEL
MOUNT

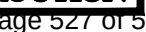


S-32(R)
24" X 30"
DOT STANDARD CHEVRON
ALIGNMENT LEFT ARROW SIGN
USE TO INDICATE CURVE IN
ROADWAY. POST AND PANEL
MOUNT



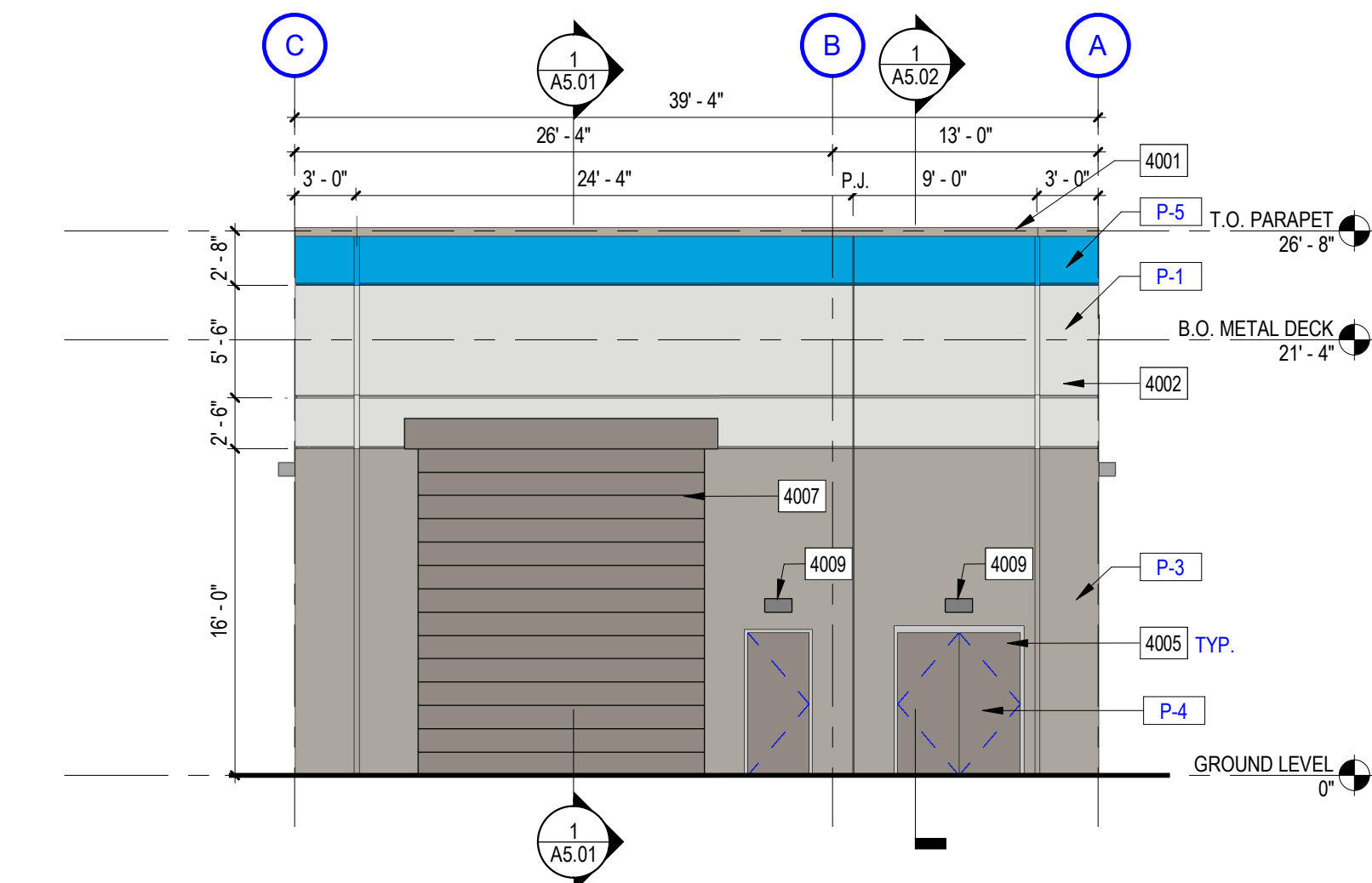
TENANT STANDARD- INSPECTION
NOTICE. USE TO NOTIFY
DRIVERS OF INSPECTION
POLICY. POST (x2) AND PANEL
MOUNT

$$1/2'' = 1'-0''$$


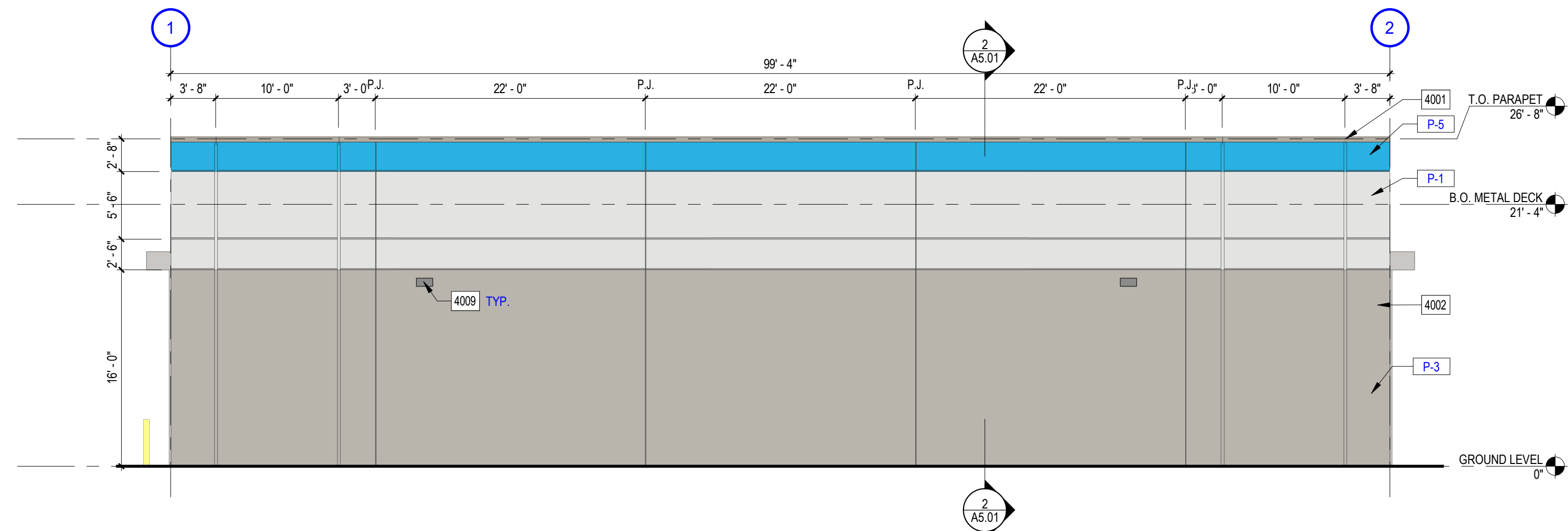


9/16/2022 3:44:25 PM C:\Users\Chen\Documents\2200424.04_R20_Arch_Central_Chen.rvt

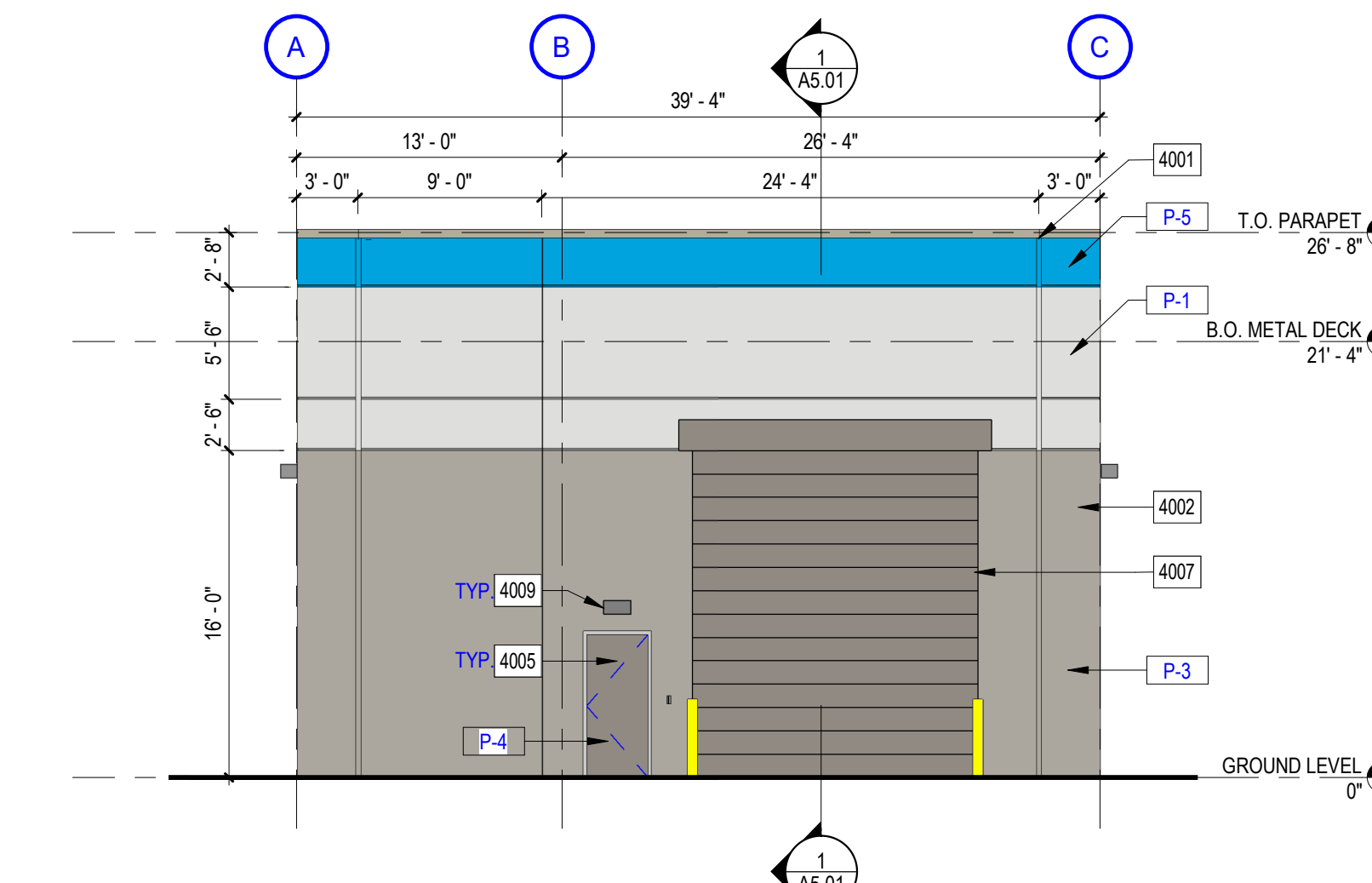
© 2021 BL COMPANIES, INC. THESE DRAWINGS SHALL NOT BE UTILIZED BY ANY PERSON, FIRM OR CORPORATION WITHOUT THE SPECIFIC WRITTEN PERMISSION OF BL COMPANIES.



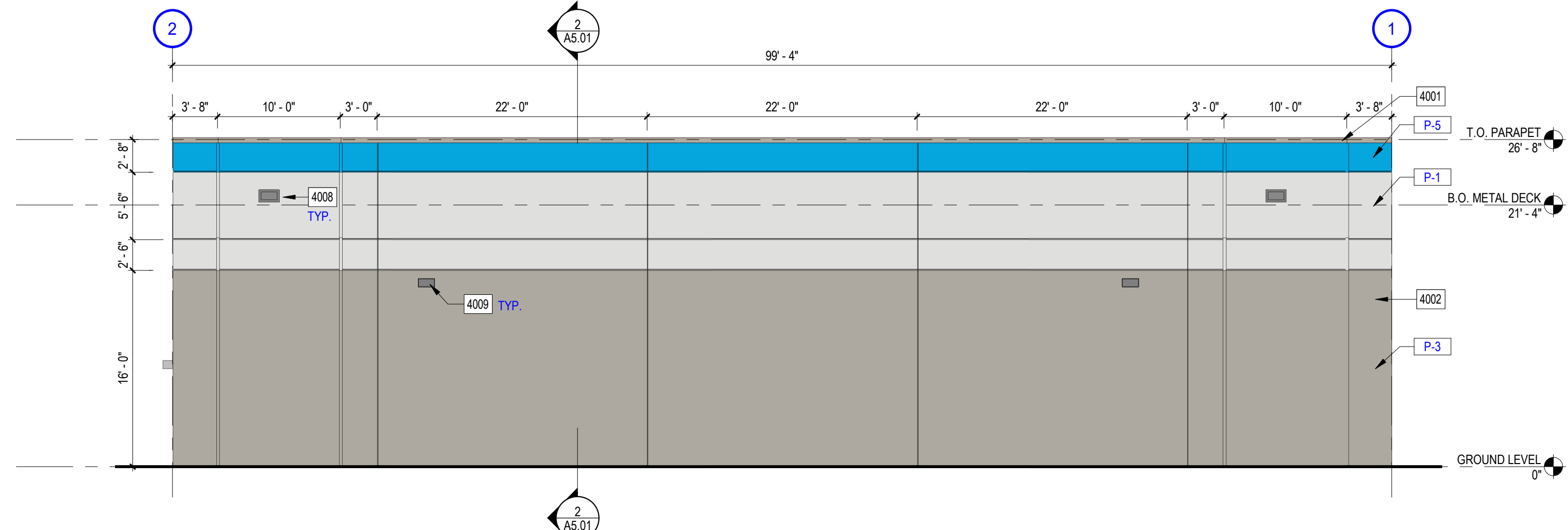
6 ELEVATION 2
1/8" = 1'-0"



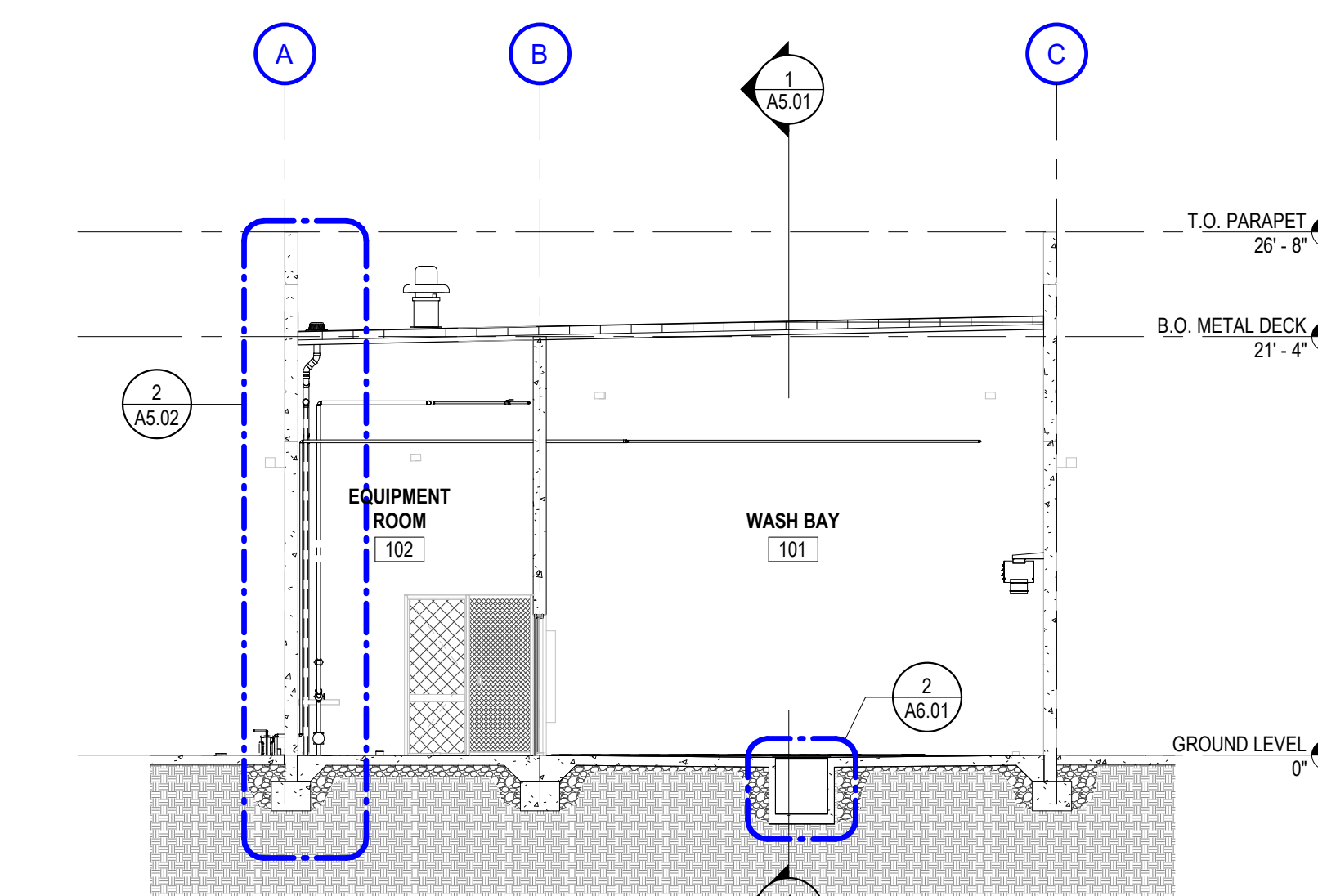
5 ELEVATION 1
1/8" = 1'-0"



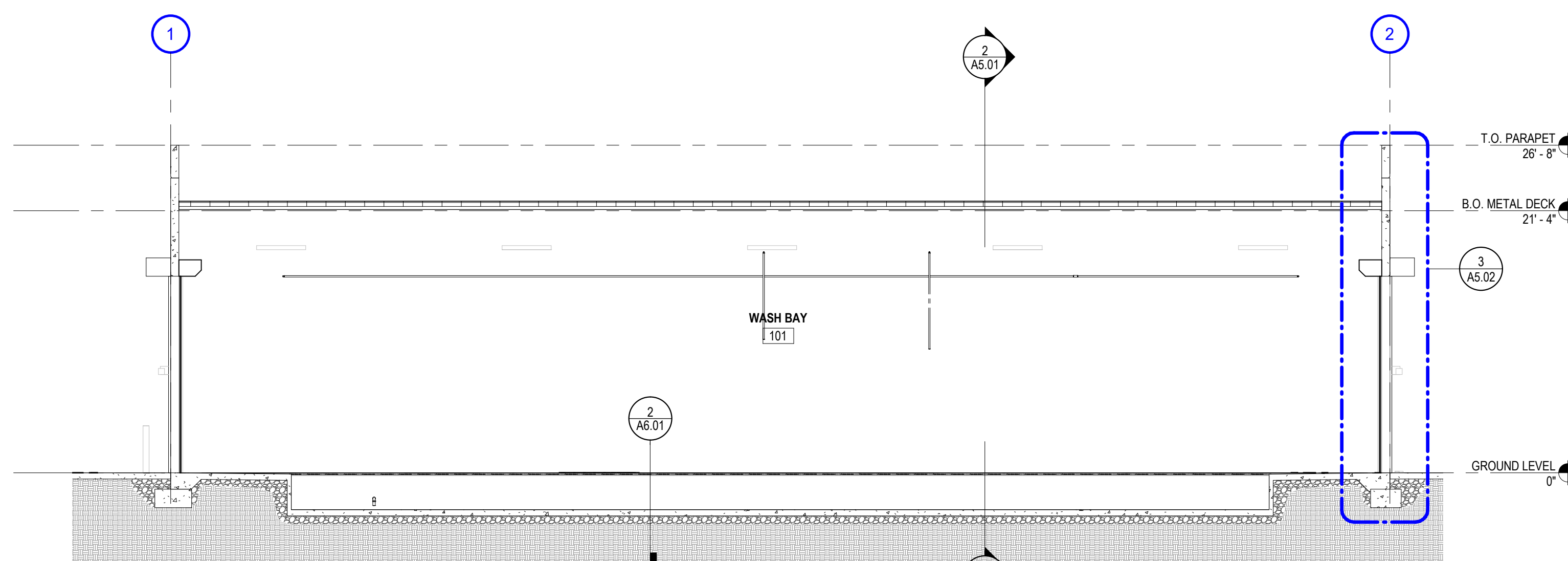
4 ELEVATION 4
1/8" = 1'-0"



3 ELEVATION 3
1/8" = 1'-0"



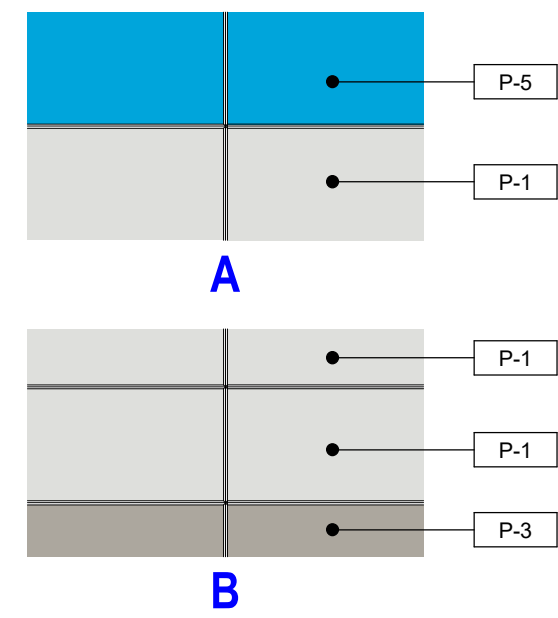
2 BUILDING SECTION A1
1/8" = 1'-0"



1 BUILDING SECTION B1
1/8" = 1'-0"

#	DESCRIPTION
4001	PREFINISHED METAL COPING OR FASCIA EDGE FLASHING
4002	PRECAST CONCRETE WALL PANEL WITH REVEALS AND TEXTURED PAINT COATING
4005	PAINTED HOLLOW METAL FRAME AND DOOR - SEE DOOR SCHEDULE
4007	SPLY RYLON HIGH SPEED ROLL UP DOOR BY RYTEC WITH CAR WASH CONFIGURATION PER MANUFACTURER SPECS, INCLUDE LOOP DETECTOR MODULE IN CONTROLLER BOX, PROVIDE FIBERGLASS WIND RIBS AS REQUIRED, PROVIDE POWER, SEE ELECTRICAL DRAWINGS
4008	THRU-WALL DRAINAGE/OVERFL OR SCUPPER, SIZES VARY, SEE ELEVATIONS
4009	WALL-PACK LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS

EXTERIOR COLOR LEGEND	
PROVIDE 6" WIDE PAINT COLOR MOCK-UP FULL HEIGHT OF BUILDING FOR TENANT / ARCHITECT REVIEW	
	BASE COLOR: P-1 MANUFACTURER: SHERWIN WILLIAMS COLORING: FIRST STAR / SW 7646
	SECONDARY COLOR: P-3 MANUFACTURER: SHERWIN WILLIAMS COLORING: DORIAN GRAY / SW 7017
	ACCENT COLOR: P-4 MANUFACTURER: SHERWIN WILLIAMS COLORING: DOVETAIL / SW 7018
	ACCENT COLOR: P-5 MANUFACTURER: SHERWIN WILLIAMS COLORING: BLUE / PANTONE 2895C



REVISIONS	NO	DATE	DESCRIPTION
Designed:	IC		
Drawn:	JL		
Reviewed:	BJ/C		
Project No.:	2200424.04		
Date:	08/12/2022		
Issued for:	ISSUED FOR PERMIT		
Title:	EXTERIOR ELEVATIONS & BUILDING SECTIONS		
Sheet No.			



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

Item No. 9.a.
For Meeting of 9/26/2022
Discussion Item

TITLE: Prairie Point Drainage Issues

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City of Bondurant is holding off on releasing the Prairie Point View Plat 2 Final Plat resolution for recording until after an outstanding Prairie Point View Plat 1 Final Plat stormwater issue has been resolved. The issue is relative to rear yard drainage issues along the north side of Lincoln Street SE adjacent to the detention basin constructed within the Prairie Point View Plat 1. Highlighted below is the detention basin that was constructed in Praire Point View Plat 1.



Attached please find a memo from Bob Veenstra, City Engineer, regarding this stormwater topic.

FUNDING SOURCE: Stormwater

STAFF RECOMMENDATION: This is a discussion item.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Bondurant IA Prairie Point View Drainage Issue



September 2, 2022

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

CITY OF BONDURANT
PRAIRIE POINT VIEW
DRAINAGE ISSUE

The writer has completed a review of the additional elevation information provided by Stubbs Engineering relative to the rear yard drainage issues along the north side of Lincoln Street SE adjacent to the detention basin constructed in Prairie Point View.

The preconstruction elevation data provided by Stubbs Engineering would indicate the grading plan for Clarence Oleson Vista Estates Plat 4 was intended to drain the rear yards of the lots along Lincoln Street SE to the front yard area. The writer does not have any information on the grading plan for Clarence Oleson Vista Estates Plat 4. However, the writer would note at the time this area was platted most residential subdivision grading plans were developed without the concept of the rear yard collection swales that are now a common part of many subdivisions. A grading plan of this era that showed the lots draining toward Lincoln Street SE would not be uncommon. At the time this area was platted the more common practice was to drain rear yard areas through the lot to the adjoining street. This grading concept often resulted in rear yard drainage issues as the drainage plan was often disrupted by the grading associated with the home building activity.

This type of grading plan often did not have any identified transverse rear yard drainage pattern and each individual lot would need to have been graded in a manner so the rear yard area would drain between the residences to the street. Generally speaking, this appears to be the approach that was used for the lots along Lincoln Street SE. However, as noted by the elevations provided by Stubbs Engineering there are inconsistencies in the rear yard elevations.

Enclosed is a copy of the grading plan for Prairie Point View. The grading plan shows limited information on the existing residential lots outside the boundary of Prairie Point View. The grading plan clearly shows the swale that starts at Cove Street SE and extends southerly and westerly through the area that is now the detention basin. The grading plan would indicate the developed lots adjoining what is now the detention basin area did not appear to have a significant amount of drainage from the residential areas to this swale. That being said, there was a more defined slope along the natural drainage swale than in the adjoining yard areas.

On the drawing prepared by Stubbs Engineering the drainage arrows that were added imply the drainage pattern was from the high point in what is now the detention basin area toward the rear yards of the adjoining residential lots. While that may have been correct in the far southerly corner, the natural slope of the swale northwesterly was steeper than the slope across the rear yard areas. Although the rear yard areas were intended to drain toward the street, the writer suspects some portions of the rear yard areas often drained toward the natural swale in the area of what is now the detention basin. While this does not appear to have been the intended drainage pattern the lower elevations along the swale would suggest that some drainage to the north and northwest likely occurred.

The information provided by Stubbs Engineering does not significantly change the writer's original opinion that the rear yard drainage issue probably existed prior to the detention basin and the detention basin changed the drainage pattern by eliminating the ability for the rear yard drainage to flow overland toward the area that is now the detention basin. In effect what was a secondary drainage outlet for the rear yards no longer exists. It appears the construction of the grading plan did not create the rear yard drainage problems that exist but the detention basin construction eliminated what was an unintended secondary drainage outlet that mitigated the impact of the grading issues in the rear yard areas along Lincoln Street SE.

Because the original grading plan for the subdivision intended for the overland flow from the rear yard areas to flow to the street establishing that concept would be the preferred alternative. However, that approach may require fairly extensive grading improvements are the already developed lots. Other alternatives would be to construct a small capacity storm sewer system or a subsurface drain system in the rear yard areas and to outlet farther to the northwest. The surface drainage system would be designed to intercept runoff at select low points and convey the surface water to an outlet. The subsurface system would not be intended to collect the surface water. The subsurface system would be designed to absorb water more rapidly to dry the area after the ponding occurs.

John Horton
September 2, 2022
Page 3

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

VEENSTRA & KIMM, INC.

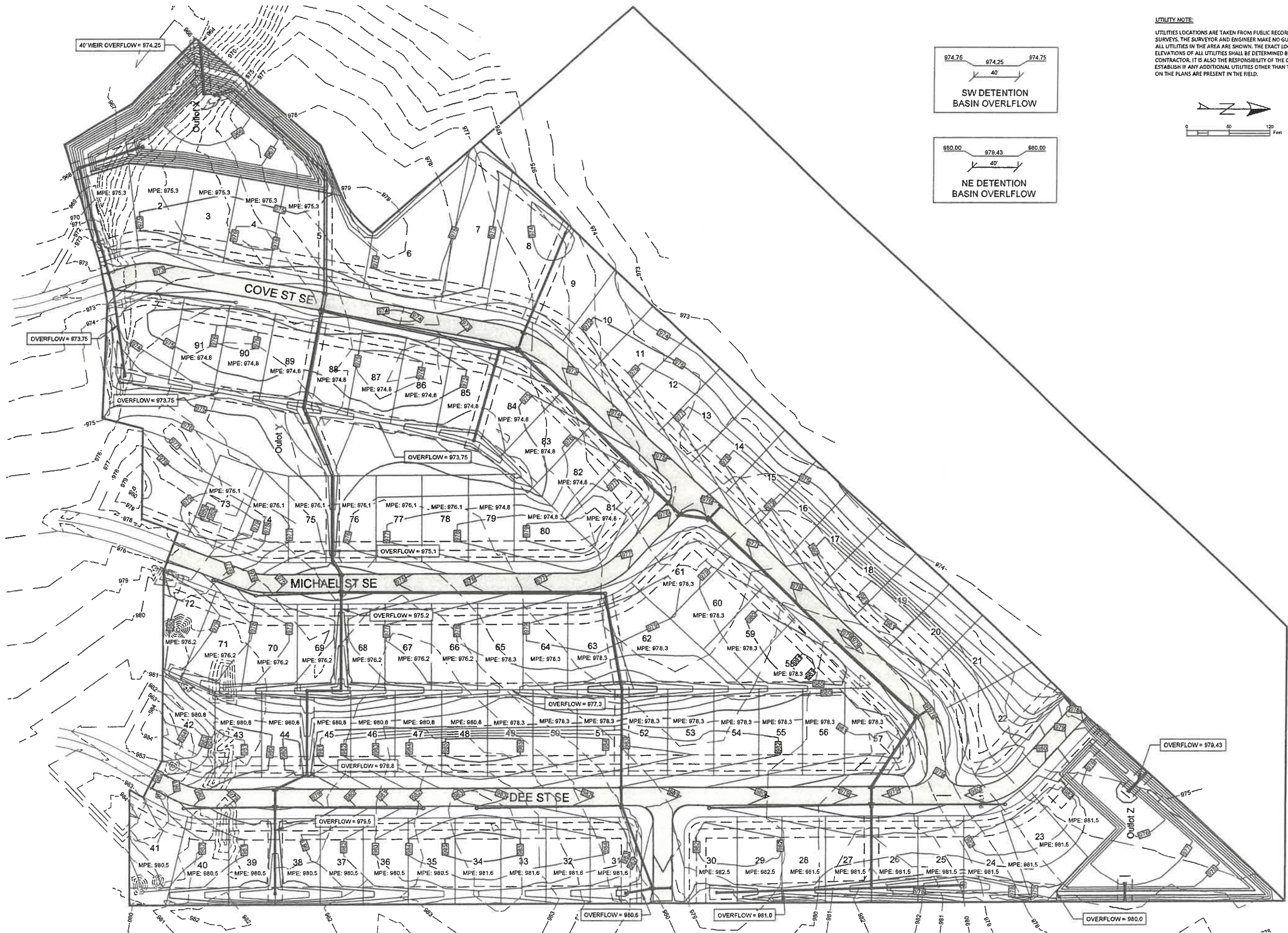
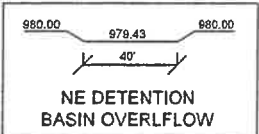
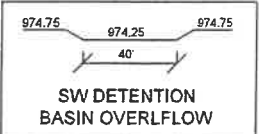
A handwritten signature in blue ink, appearing to read 'H. R. Veenstra Jr.', with a stylized flourish at the end.

H. R. Veenstra Jr.

HRVJr:rdp
4284



UTILITY NOTE:
UTILITIES LOCATIONS ARE TAKEN FROM PUBLIC RECORDS AND FIELD SURVEYS. THE SURVEYOR AND ENGINEER MAKE NO GUARANTEE THAT ALL UTILITIES IN THE AREA ARE SHOWN. THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES SHALL BE DETERMINED BY THE CONTRACTOR. IT IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR TO ESTABLISH IF ANY ADDITIONAL UTILITIES OTHER THAN THE ONES SHOWN ON THE PLANS ARE PRESENT IN THE FIELD.



PRAIRIE POINT VIEW
BONDURANT, IA

STUBBS ENGINEERING
431 NE 72ND ST. PLEASANT HILL, IA 50327
(515) 979-9489



GRADING PLAN

DATE: 11-01-19
DRAWN BY: DJS
ENGINEER: BWS
PROJECT NUMBER: 19-026
PAGE NUMBER:

5



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

Item No. 9.b.
For Meeting of 9/26/2022
Discussion Item

TITLE: Request to remove a tree on city-owned ROW at 1114 Lincoln Street, SE

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Public Works received a call from the owner of the BP Gas Station at 1111 Lincoln St. SE about a request to remove a tree in the city owned ROW across the street from the station at 1114 Lincoln St. SE. The owner states that traffic can not see their marquee sign along the highway until you get right to Lincoln St. SE. Please see attached photos.

Public works has investigated the site and the tree does appear to impede the view of the sign while traveling southbound on Hwy 65/Hubbell Ave. NE. The tree in question is a smaller crab apple tree. The tree is in good condition, but a case can be made that the removal of the tree would help with sight distance for vehicles turning onto Hwy 65 from Lincoln St. SE as well as improve the ability for people traveling south along Hwy 65 to see the marquee sign sooner.

Staff is asking the Council for direction on this as the tree in question is still living and appears to be in relatively good condition currently. The city's tree policy states that the city will remove if tree is damaged, dead, diseased, or dying.

Staff would like to note that Mr. Singh has offered to pay for the removal of this tree.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: This is a discussion item.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. PXL_20220922_175825226.MP

