

**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/84425411499>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL APRIL 17, 2023

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on April 17, 2023, 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. Guests requesting to address the City Council
 - a. Proclamation for Arbor Day
 - b. Black Helmet Presentation
 - c. Supervisor Robert Brownell
6. Consent Agenda:

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

 - a. Approval of April 10, 2023, City Council Meeting Minutes
 - b. Applications for Council Approval
 - c. Claims List
 - d. - Resolution approving Group Creative Services'/Confluence's Arts, Culture & Wayfinding Master Plan Proposal and Awarding Contract in the Amount of \$71,750
 - e. - Resolution approving moratorium on site plans with granular outdoor storage areas through July 11, 2023
 - f. - Resolution considering approval of the Civic Campus/Myers 1 Plats of Survey
 - g. - Resolution considering approval of the Fox Ridge Estates Plat 2 Preliminary Plat, a subdivision in unincorporated Polk County within two miles of Bondurant's city limits
 - h. - Resolution of endorsement of the City of Bondurant's application to the Economic Development Administration's FY 2023 Planning and Local

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.

Technical Assistance Grant Program for assistance to develop a master plan for the 24-acre downtown Landus redevelopment area

- i. O-230320-213 - (Third Reading) Ordinance consider a rezoning from the Agricultural (A-1) District to the Low-Density Residential (R-1) District on Parcel 230/00469-002-000 and a rezoning from the Agricultural (A-1) District to the High-Density Residential (R-3) District on Parcel 230/00478-001-000, pending annexation finalization
- j. O-230410-214 - (Second Reading) Ordinance to repeal chapter 155, 156, 157, 158, 160 and 161 of the Municipal Code of the City of Bondurant, Iowa and to adopt by reference the 2021 Edition of the International Codes (I-Codes™) and more specifically the International Building Code, the International Residential Code, the International Existing Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Property Maintenance Code, the International Fire Code, the 2021 Uniform Plumbing Code as adopted by the State of Iowa, the International Plumbing Code, the 2012 International Energy and Conservation Code, and by reference the National Electrical Code as currently used by the State of Iowa, NFPA 58, and NEPA 54 to regulate the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures, including installation of mobile, manufactured and modular homes, the full version/current edition of SUDAS (Statewide Urban Design and Specifications); to provide for the issuance of permits and collection of fees; and to provide penalties for violations

7. **Public Hearing**

- a. Public Hearing on Award of Contract for BRSC Parking Lot
- b. Public hearing regarding a 100% voluntary annexation within two miles of the City of Mitchellville's city limits

8. **Action Items**

- a. - Resolution awarding the contract for the BRSC Parking Lot Project to Sandstone Management LTD in the amount of \$487,367.50
- b. R-230320-60- Resolution approving a 100% voluntary annexation within two miles of the City of Mitchellville's city limits

9. **Discussion Items -**

10. **Reports / Comments and appropriate action thereon:**

- a. Mayor

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

Item No. 5.a.
For Meeting of 4/17/2023
Receive and File

TITLE: Proclamation for Arbor Day

CONTACT PERSON:

Nicole Van Houten, Communication & Event Specialist

BRIEF HISTORY & ANALYSIS: Arbor Day was officially proclaimed in 1874 by Nebraska's Governor, Robert W. Furnas. It was estimated that more than 1 million trees were planted in Nebraska on that first Arbor Day celebration.

In the City of Bondurant, all citizens are urged to celebrate National Arbor Day and support efforts to protect our trees and woodlands on Friday, April 28, 2023. Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife. Trees are a renewable resource, giving us paper, wood for our homes, fuel for our fires, and countless other wood products. Trees in our city increase property values, enhance the economic vitality of business areas and beautify our community. Wherever they are planted, trees are a source of joy and spiritual renewal.

FUNDING SOURCE:

STAFF RECOMMENDATION: Staff recommends reading the proclamation aloud and setting a 2023 date for the Arbor Day Celebration in Bondurant.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Arbor Day Proclamation 2023



Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, I, Doug Elrod, Mayor of the City of
Bondurant, Iowa, do hereby proclaim
April 28 as

Arbor Day

In the City of Bondurant, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 17th day of April
Mayor Doug Elrod

BONDURANT CITY COUNCIL

Minutes

April 10, 2023

Bondurant City Council

1. Roll Call

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

Absent: Council Member Bob Pepper

City Officials Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Planning & Community Development Director Maggie Murray, Public Works Director John Horton, Fire Chief Aaron Kreuder, Library Director Jill Sanders, Events & Communication Coordinator Nicole Van Houten, Financial Advisor Suzanne Gerlach

2. Call to Order and Declaring a Quorum

Mayor Elrod called the meeting to order at 06:04 PM and declared a quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Cox, seconded by McKenzie, to amend by moving item 5b to the April 17, 2023 meeting, tabling item 6l to a future meeting, and moving items 7a and 8a after 8d, and approve the agenda. Vote on Motion 4-0. Motion carried.

5. Guests requesting to address the City Council

a. Proclamation for Honoring Joe Miller for Years of Service on the Parks and Recreation Board

Mayor Elrod presented Joe Miller with a proclamation for his years of service.

b. Black Helmet Presentation

Moved to April 17, 2023 City Council Meeting.

c. Proclamation Congratulating the Bondurant-Farrar High School Boys' Basketball Team on becoming Undefeated Class 3A State Champions

Mayor Elrod presented a proclamation to the Bondurant-Farrar High School Boys Basketball team and coaches for their achievement.

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

6. Consent Agenda:

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

- a. Approval of March 20, 2023 City Council Meeting Minutes
- b. Applications for Council Approval
- c. Claims List & Treasurer Report
- d. Receive & File - Library Board Meeting Minutes of March 8, 2023 & Director's Report
- e. R-230410-64- Resolution affixing a date for a public hearing to consider a 100% voluntary annexation within two miles of the City of Mitchellville's city limits
- f. R-230410-65- Resolution approving a contract with Johnston Stump Grinding LLC in the amount of \$21,308.67 regarding the Request for Proposal, Landscaping Installation & Maintenance Services where such resolution also authorizes purchase of the downtown planters from Tournesol Siteworks in the amount of \$19,445.00
- g. R-230410-66- Resolution approving Pay Request No. 9 to Jenco Construction Inc. For the Highway 65 Underpass Public Improvement Project TAP-T-0747(613)-8V-77 for the amount of \$3,669.55
- h. R-230410-67- Resolution approving the amendment to the Professional Services Agreement with V&K for the Water Mains for the Water Tower Project
- i. R-230410-68- Resolution approving action to order construction and set date of public hearing for plans, specifications, and recommendation of award of contract for the Water Tower Project
- j. R-230410-69- Resolution approving action to order construction and set date of public hearing for plans, specifications, and recommendation of award of contract for the 15th and NE 88th and 32nd Street and Jorie Way Water Mains Project

- k. O-230320-213 - (Second Reading) Ordinance consider a rezoning from the Agricultural (A-1) District to the Low-Density Residential (R-1) District on Parcel 230/00469-002-000 and a rezoning from the Agricultural (A-1) District to the High-Density Residential (R-3) District on Parcel 230/00478-001-000, pending annexation finalization
- l. O-230306-212 - (Third Reading) Ordinance approving rezoning from the Medium Density Residential (R-2) District to the Transitional Commercial (C-1) District on 5.89 acres at 8383 NE 72nd Street
Motion by Driscoll, seconded by McKenzie, to Approve the Consent Agenda. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll. Nays: None. Absent: Pfeffer. Motion carried 4-0.

7. **Public Hearing**

- a. Public Hearing regarding the Civic Campus Master Plan
Mayor Elrod opened the public hearing at 06:15 PM.

Matt Carlisle, Confluence, and Thad Long, SVPA, presented the Civic Campus Master Plan. Jeff Cook, 708 Jefferson Avenue, SE, presented his comments regarding the Master Plan to the Council and public.

Mayor Elrod closed the public hearing at 07:02 PM.

8. **Action Items**

- a. R-230410-70- Resolution adopting the Civic Campus Master Plan
Motion by Cox, seconded by Driscoll, to Approve R-230410-70. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll. Nays: None. Absent: Pfeffer. Motion carried 4-0.
- b. R-230410-71- Discussion and possible consideration of resolution approving the 2023 City of Bondurant Federal Legislative Priorities Booklet
Motion by Cox, seconded by Driscoll, to Approve R-230410-71. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll. Nays: None. Absent: Pfeffer. Motion carried 4-0.
- c. R-230410-72- Resolution approving Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community
Suzanne Gerlach, PFM, presented the Senior Bond Issuance Certificate to the Council.

Motion by Cox, seconded by McKenzie, to Approve R-230410-72. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll. Nays: None. Absent: Pfeffer. Motion carried 4-0.

- d. O-230410-214 - (First Reading) Ordinance to repeal chapter 155, 156, 157, 158, 160 and 161 of the Municipal Code of the City of Bondurant, Iowa and to adopt by reference the 2021 Edition of the International Codes (I-Codes™) and more specifically the International Building Code, the International Residential Code, the International Existing Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Property Maintenance Code, the International Fire Code, the 2021 Uniform Plumbing Code as adopted by the State of Iowa, the International Plumbing Code, the 2012 International Energy and Conservation Code, and by reference the National Electrical Code as currently used by the State of Iowa, NFPA 58, and NEPA 54 to regulate the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures, including installation of mobile, manufactured and modular homes, the full version/current edition of SUDAS (Statewide Urban Design and Specifications); to provide for the issuance of permits and collection of fees; and to provide penalties for violations
Motion by Cox, seconded by Driscoll, to Approve the first reading of O-230410-214. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll. Nays: None. Absent: Pepper. Motion carried 4-0.
- 9. Reports / Comments and appropriate action thereon:
 - a. Mayor
Legislative update and upcoming MPO meeting.
 - b. Council Members
Driscoll - None.
McKenzie - Meeting tomorrow.
Sillanpaa - Library meeting update, P&Z meeting, skate park committee comments, questioned the ATV/UTV Code.
Cox - Chamber update, Cocktails & Conversation this Thursday, EPIC update, DART update.
 - c. Administrator
Assessment comments.
 - d. Directors
Murray - Interviewing consultants for the Wayfinding Master Plan this week, P&Z meeting this week.
Kreuder - Department update.
Horton - Project updates.
Sanders - Library update.
- 10. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation

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

Motion by Driscoll, seconded by McKenzie, to Move into Closed Session at 07:51 PM. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll. Nays: None. Absent: Pfeffer. Motion carried 4-0.

Mayor Elrod closed the Closed Session at 08:48 PM.

11. Adjournment

Motion by Cox, seconded by Driscoll, to adjourn at 8:48 PM. Vote on Motion 4-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on April 10, 2023, 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



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

Item No. 6.b.
For Meeting of 4/17/2023
Receive and File

TITLE: Applications for Council Approval

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Friday, June 23, 2023 Bike Night
2. Friday, May 26, 2023 Bike Night
3. Friday, September 22, 2023 Bike Night
4. 2023 Bike Night Map
5. Friday, April 28, 2023 Bike Night
6. Friday, August 25, 2023 Bike Night
7. Friday, July 28, 2023 Bike Night
8. Tax Abatement Applications

Special Event Application

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

(Please Print)

Event Name Bondurant Bike Night Date(s) of Event April - Sept. 4th Friday

Location Reclaimed Bails street blockage on 1st + Main, same as last year
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)

Setup Time 3pm Starting Time 5pm Ending Time Midnight

(Please Print)

Organization Hosting Event Reclaimed Bails

Contact Person Nicole Hedgecock Day Phone 515-720-5686

Email gm@rrbrewco.com

Addl. Contact Steve Wheeler Day Phone 515-864-1001

Email Wheeler75@gmail.com

Type of Event:

Check all that apply.

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

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

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

Event Details:

(provide estimated counts)

Estimated Attendance

750

Trash Containers

6

Portable Toilets

2

(circle what applies)

Open to the general public?

YES / NO

Tents

YES / NO

Inflatable Houses/Toys

YES / NO

Amplified Music

YES / NO

Alcoholic Beverages

YES / NO

Banners/Signs

YES / NO

Vendors:

(provide estimated counts)

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

• Number of Vendors

3-4 each night

• List of Vendors and/or Type of Vendor

Will vary from week to week

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

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

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

☐

Yes

☒

No

Will you need to borrow barricades from the City?☒

Yes

☐

No

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

Will you need to close the street for your event?☒

Yes

☐

No

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

Will you need portable restrooms?

☒

Yes

☐

No

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

Provide details about the event garbage collection plans:

yes,Same as last year.

Will you charge admission / registration fees:

☐ Yes ☒ No

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

Will there be product for sale on site?

☒ Yes ☐ No

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

Will alcohol be served or sold?

☒ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☒ No

Will you be using inflatable rides or devices?

☐ Yes ☒ No

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

Will your event interfere with vehicle traffic?

☒ Yes ☐ No

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

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

☐ Yes ☒ No

Will you be shooting off fireworks?

☐ Yes ☒ No

(If yes, a fireworks permit is required. Contact the City Clerk's office at 515-630-6982)

Will you be posting temporary signage?

☒ Yes ☐ No

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

Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

☒ Yes ☐ No

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

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

Will you need access to electricity?

☐ Yes ☒ No

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

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

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

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

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

Signature Nicole Hedgecock

Date 3/27/2023

Printed Name Nicole Hedgecock

City Official Signature _____ Date _____

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

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

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

Check List and Fee Table to Calculate your application fee:

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

☐ Noise Permit Fee	\$20/a day or less \$40/more than a day	X10 = \$120.00 due	Please make check payable to The City of Bondurant.
☒ Temporary Sign Permit Fee	\$10/ 30 days		
☐ Certificate of Insurance with City names as additional insured	n/c		
☒ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION			

DO NOT BLOCK ALLEY WITH
STAGE OR TRUCK/TRAILERS
TEMPORARILY SETTING UP

STAGE

VENDOR

VENDOR

BEER
TENT

FLAME

Quilt

Furniture

Vendor

Hand
Lift

CLOSED

ALLOW ACCESS TO
DOWNTOWN PARKING

CLOSED

VENDOR

PORT-A
POTTIES

FOOD
TRUCK

ALLOW ACCESS TO
HVAC BUSINESS

Hand
Lift

Downtown

Fire

Hand
Lift

CLOSED

Notice of Excessive Noise And Road Closure

April 2, 2023

From: Reclaimed Rails
101 Main St. SE
Bondurant, IA 50035
515-777-1443

To whom it may concern:

We are writing to inform that you may experience excessive noise on the evenings of:

- April 28th 2023
- May 26th 2023
- June 23rd 2023
- July 28th 2023
- Aug 25th 2023
- Sep 22nd 2023

Reclaimed Rails is orchestrating a "Bike Night" with vendors, musicians and food trucks during the above dates from 4pm-10pm. During those times there will be several motorcycles traveling throughout Bondurant and the following areas will be blocked for motorcycle parking only:

- First St SE will be closed from the West edge of Founders patio to the East edge of Reclaimed Rails patio.
- Main St SE will be closed from the intersection of Main St SE & 2nd St SE to the NE corner of Founders.

We appreciate your understanding and apologize for any inconvenience. We would love to see as many local faces as possible so please join us here at Reclaimed Rails.



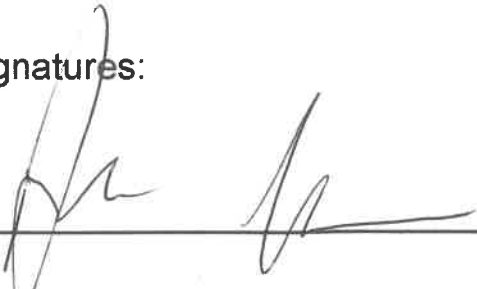
Cheers!

Nicole Hedgecock
Reclaimed Rails Management Team

Signatures:

Date:

X



4-6-23

X

Laura Lacina

4.6.23

X



4/6/23

X



4/6/23

X

Sue Ugolini

4-6-23

X

Connie Lovelady

4-6-23

X



4-6-23

X

Partnership w/ Founders Irish Pub
- no signature

X

X

X

Special Event Application

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

(Please Print)

Event Name Bondurant Bike Night Date(s) of Event April - Sept. 4th Friday

Location Reclaimed Bails street blockage on 1st + Main, same as last year
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)

Setup Time 3pm Starting Time 5pm Ending Time Midnight

(Please Print)

Organization Hosting Event Reclaimed Bails

Contact Person Nicole Hedgecock Day Phone 515-720-5686

Email gm@rrbrewco.com

Addl. Contact Steve Wheeler Day Phone 515-864-1001

Email Wheeler75@gmail.com

Type of Event:

Check all that apply.

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

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

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

Event Details:

(provide estimated counts)

Estimated Attendance

750

Trash Containers

6

Portable Toilets

2

(circle what applies)

Open to the general public?

YES / NO

Tents

YES / NO

Inflatable Houses/Toys

YES / NO

Amplified Music

YES / NO

Alcoholic Beverages

YES / NO

Banners/Signs

YES / NO**Vendors:**

(provide estimated counts)

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

• Number of Vendors

3-4 each night

• List of Vendors and/or Type of Vendor

Will vary from week to week

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

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

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

☐

Yes

☒

No

Will you need to borrow barricades from the City?☒

Yes

☐

No

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

Will you need to close the street for your event?☒

Yes

☐

No

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

Will you need portable restrooms?

☒

Yes

☐

No

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

Provide details about the event garbage collection plans:

yes,Same as last year.

Will you charge admission / registration fees:

☐ Yes ☒ No

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

Will there be product for sale on site?

☒ Yes ☐ No

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

Will alcohol be served or sold?

☒ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☒ No

Will you be using inflatable rides or devices?

☐ Yes ☒ No

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

Will your event interfere with vehicle traffic?

☒ Yes ☐ No

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

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

☐ Yes ☒ No

Will you be shooting off fireworks?

☐ Yes ☒ No

(If yes, a fireworks permit is required. Contact the City Clerk's office at 515-630-6982)

Will you be posting temporary signage?

☒ Yes ☐ No

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

Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

☒ Yes ☐ No

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

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

Will you need access to electricity?

☐ Yes ☒ No

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

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

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

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

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

Signature Nicole Hedgecock

Date 3/27/2023

Printed Name Nicole Hedgecock

City Official Signature _____ Date _____

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

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

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

Check List and Fee Table to Calculate your application fee:

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

☐ Noise Permit Fee	\$20/a day or less \$40/more than a day	X10 = \$120.00 due	Please make check payable to The City of Bondurant.
☒ Temporary Sign Permit Fee	\$10/ 30 days		
☐ Certificate of Insurance with City names as additional insured	n/c		
☒ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION			

DO NOT BLOCK ALLEY WITH
STAGE OR TRUCK/TRAILERS
TEMPORARILY SETTING UP

STAGE

VENDOR

VENDOR

BEER
TENT

FLAME

Quilt

Furniture

Vendors

Hand
Lift

CLOSED

ALLOW ACCESS TO
DOWNTOWN PARKING

CLOSED

VENDOR

PORT-A
POTTIES

FOOD
TRUCK

ALLOW ACCESS TO
HVAC BUSINESS

Tables

Downtown

Fire

Tables

CLOSED

Notice of Excessive Noise And Road Closure

April 2, 2023

From: Reclaimed Rails
101 Main St. SE
Bondurant, IA 50035
515-777-1443

To whom it may concern:

We are writing to inform that you may experience excessive noise on the evenings of:

- April 28th 2023
- May 26th 2023
- June 23rd 2023
- July 28th 2023
- Aug 25th 2023
- Sep 22nd 2023

Reclaimed Rails is orchestrating a "Bike Night" with vendors, musicians and food trucks during the above dates from 4pm-10pm. During those times there will be several motorcycles traveling throughout Bondurant and the following areas will be blocked for motorcycle parking only:

- First St SE will be closed from the West edge of Founders patio to the East edge of Reclaimed Rails patio.
- Main St SE will be closed from the intersection of Main St SE & 2nd St SE to the NE corner of Founders.

We appreciate your understanding and apologize for any inconvenience. We would love to see as many local faces as possible so please join us here at Reclaimed Rails.



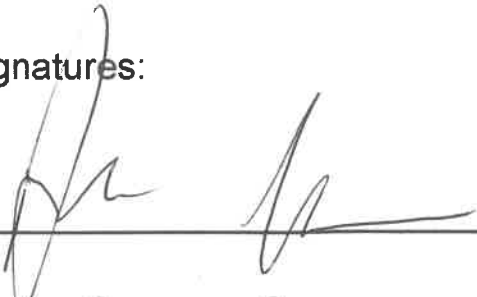
Cheers!

Nicole Hedgecock
Reclaimed Rails Management Team

Signatures:

Date:

X



4-6-23

X

Laura Lacina

4.6.23

X



4/6/23

X



4/6/23

X

Sue Ugolini

4-6-23

X

Connie Lovelady

4-6-23

X



4-6-23

X

Partnership w/ Founders Irish Pub
- no signature

X

X

X

Special Event Application

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

(Please Print)

Event Name Bondurant Bike Night Date(s) of Event April - Sept. 4th Friday

Location Reclaimed Bails street blockage on 1st + Main, same as last year
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)

Setup Time 3pm Starting Time 5pm Ending Time Midnight

(Please Print)

Organization Hosting Event Reclaimed Bails

Contact Person Nicole Hedgecock Day Phone 515-720-5686

Email gm@rrbrewco.com

Addl. Contact Steve Wheeler Day Phone 515-864-1001

Email Wheeler75@gmail.com

Type of Event:

Check all that apply.

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

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

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

Event Details:

(provide estimated counts)

Estimated Attendance

750

Trash Containers

6

Portable Toilets

2

(circle what applies)

Open to the general public?

YES / NO

Tents

YES / NO

Inflatable Houses/Toys

YES / NO

Amplified Music

YES / NO

Alcoholic Beverages

YES / NO

Banners/Signs

YES / NO**Vendors:**

(provide estimated counts)

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

• Number of Vendors

3-4 each night

• List of Vendors and/or Type of Vendor

Will vary from week to week

- Permits for *Mobile Food Vendors* are required for food truck vendors per City Ordinance ([Chapter 125](#)). Current [application](#) and license must be on display in the Mobile Food Unit.
- Banners/Signs may be placed along roadways to guide people to your event, but in no way may be affixed to trees, street signs, park signs or City buildings. Signs are to be removed immediately following event. Grounds markings are allowed, however spray paint is prohibited—chalk or signage would be more appropriate. Failure to do so will result in maintenance fees and/or fines according to littering ordinances.
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Special Provisions: (city provided—for example: trash containers, barricades, etc.)

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

☐

Yes

☒

No

Will you need to borrow barricades from the City?☒

Yes

☐

No

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

Will you need to close the street for your event?☒

Yes

☐

No

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

Will you need portable restrooms?

☒

Yes

☐

No

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

Provide details about the event garbage collection plans:

yes,Same as last year.

Will you charge admission / registration fees:

☐ Yes ☒ No

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

Will there be product for sale on site?

☒ Yes ☐ No

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

Will alcohol be served or sold?

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

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

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

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

☐ Yes ☒ No

Will you be shooting off fireworks?

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(If yes, a fireworks permit is required. Contact the City Clerk's office at 515-630-6982)

Will you be posting temporary signage?

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Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

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

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Signature Nicole Hedgecock

Date 3/27/2023

Printed Name Nicole Hedgecock

City Official Signature _____ Date _____

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Check List and Fee Table to Calculate your application fee:

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☐ Noise Permit Fee	\$20/a day or less \$40/more than a day	X10 = \$120.00 due	Please make check payable to The City of Bondurant.
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☐ Certificate of Insurance with City names as additional insured	n/c		
☒ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION			

DO NOT BLOCK ALLEY WITH
STAGE OR TRUCK/TRAILERS
TEMPORARILY SETTING UP

STAGE

VENDOR

VENDOR

BEER
TENT

FLAME

Quilt

Flame

Vendor

Vendor

CLOSED

ALLOW ACCESS TO
DOWNTOWN PARKING

CLOSED

VENDOR

PORT-A
POTTIES

FOOD
TRUCK

ALLOW ACCESS TO
HVAC BUSINESS

CLOSED

Flame

Vendor

Vendor

Vendor

Notice of Excessive Noise And Road Closure

April 2, 2023

From: Reclaimed Rails
101 Main St. SE
Bondurant, IA 50035
515-777-1443

To whom it may concern:

We are writing to inform that you may experience excessive noise on the evenings of:

- April 28th 2023
- May 26th 2023
- June 23rd 2023
- July 28th 2023
- Aug 25th 2023
- Sep 22nd 2023

Reclaimed Rails is orchestrating a "Bike Night" with vendors, musicians and food trucks during the above dates from 4pm-10pm. During those times there will be several motorcycles traveling throughout Bondurant and the following areas will be blocked for motorcycle parking only:

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We appreciate your understanding and apologize for any inconvenience. We would love to see as many local faces as possible so please join us here at Reclaimed Rails.



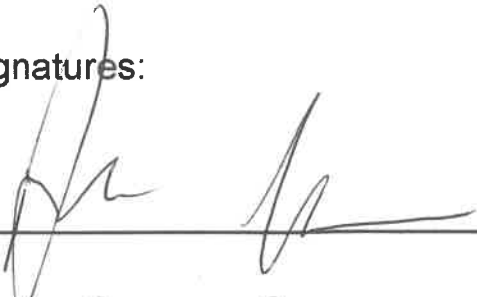
Cheers!

Nicole Hedgecock
Reclaimed Rails Management Team

Signatures:

Date:

X



4-6-23

X

Laura Lacina

4.6.23

X



4/6/23

X



4/6/23

X

Sue Ugolini

4-6-23

X

Connie Lovelady

4-6-23

X



4-6-23

X

Partnership w/ Founders Irish Pub
- no signature

X

X

X

ALLOW ACCESS TO HVAC BUSINESS

CLOSED

CLOSED

VENDOR

PORT-A POTTIES

FOOD TRUCK

BEER TENT

FLAME

VENDOR

VENDOR

STAGE

DO NOT BLOCK ALLEY WITH STAGE OR TRUCK/TRAILERS TEMPORARILY SETTING UP

CLOSED
ALLOW ACCESS TO DOWNTOWN PARKING

Special Event Application

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

(Please Print)

Event Name Bondurant Bike Night Date(s) of Event April - Sept. 4th Friday

Location Reclaimed Bails street blockage on 1st + Main, same as last year
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)

Setup Time 3pm Starting Time 5pm Ending Time Midnight

(Please Print)

Organization Hosting Event Reclaimed Bails

Contact Person Nicole Hedgecock Day Phone 515-720-5686

Email gm@rrbrewco.com

Addl. Contact Steve Wheeler Day Phone 515-864-1001

Email Wheeler75@gmail.com

Type of Event:

Check all that apply.

- | | | |
|--|--|---|
| ☐ Parade | ☐ Fundraiser | ☐ Walk/Run Event |
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| ☒ Other (please explain) _____ | | |

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

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

Event Details:

(provide estimated counts)

Estimated Attendance

750

Trash Containers

6

Portable Toilets

2

(circle what applies)

Open to the general public?

YES / NO

Tents

YES / NO

Inflatable Houses/Toys

YES / NO

Amplified Music

YES / NO

Alcoholic Beverages

YES / NO

Banners/Signs

YES / NO**Vendors:**

(provide estimated counts)

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

• Number of Vendors

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

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

☐

Yes

☒

No

Will you need to borrow barricades from the City?☒

Yes

☐

No

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

Will you need to close the street for your event?☒

Yes

☐

No

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

Will you need portable restrooms?

☒

Yes

☐

No

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☐ Yes ☐ No

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

☐ Yes ☒ No

Will you be using inflatable rides or devices?

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

Will your event interfere with vehicle traffic?

☒ Yes ☐ No

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

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

☐ Yes ☒ No

Will you be shooting off fireworks?

☐ Yes ☒ No

(If yes, a fireworks permit is required. Contact the City Clerk's office at 515-630-6982)

Will you be posting temporary signage?

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Will you need access to a water source?

☐ Yes ☒ No

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

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☐ Yes ☒ No

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

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

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

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

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Signature Nicole Hedgecock

Date 3/27/2023

Printed Name Nicole Hedgecock

City Official Signature _____ Date _____

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

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

Check List and Fee Table to Calculate your application fee:

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

☐ Noise Permit Fee	\$20/a day or less \$40/more than a day	X10 = \$120.00 due	Please make check payable to The City of Bondurant.
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☒ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION			

DO NOT BLOCK ALLEY WITH
STAGE OR TRUCK/TRAILERS
TEMPORARILY SETTING UP

STAGE

VENDOR

VENDOR

BEER
TENT

FLAME

Quilt

Furniture

Vendor

Hand
Lift

CLOSED

ALLOW ACCESS TO
DOWNTOWN PARKING

CLOSED

VENDOR

PORT-A
POTTIES

FOOD
TRUCK

ALLOW ACCESS TO
HVAC BUSINESS

Hand
Lift

Downtown

Fire

Hand
Lift

CLOSED

Notice of Excessive Noise And Road Closure

April 2, 2023

From: Reclaimed Rails
101 Main St. SE
Bondurant, IA 50035
515-777-1443

To whom it may concern:

We are writing to inform that you may experience excessive noise on the evenings of:

- April 28th 2023
- May 26th 2023
- June 23rd 2023
- July 28th 2023
- Aug 25th 2023
- Sep 22nd 2023

Reclaimed Rails is orchestrating a "Bike Night" with vendors, musicians and food trucks during the above dates from 4pm-10pm. During those times there will be several motorcycles traveling throughout Bondurant and the following areas will be blocked for motorcycle parking only:

- First St SE will be closed from the West edge of Founders patio to the East edge of Reclaimed Rails patio.
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We appreciate your understanding and apologize for any inconvenience. We would love to see as many local faces as possible so please join us here at Reclaimed Rails.



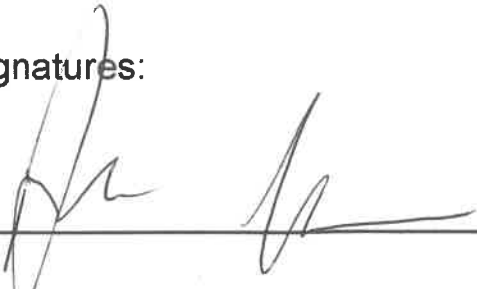
Cheers!

Nicole Hedgecock
Reclaimed Rails Management Team

Signatures:

Date:

X



4-6-23

X

Laura Lacina

4.6.23

X



4/6/23

X



4/6/23

X

Sue Ugolini

4-6-23

X

Connie Lovelady

4-6-23

X



4-6-23

X

Partnership w/ Founders Irish Pub
- no signature

X

X

X

Special Event Application

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

(Please Print)

Event Name Bondurant Bike Night Date(s) of Event April - Sept. 4th Friday

Location Reclaimed Bails street blockage on 1st + Main, same as last year
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)

Setup Time 3pm Starting Time 5pm Ending Time Midnight

(Please Print)

Organization Hosting Event Reclaimed Bails

Contact Person Nicole Hedgecock Day Phone 515-720-5686

Email gm@rrbrewco.com

Addl. Contact Steve Wheeler Day Phone 515-864-1001

Email Wheeler75@gmail.com

Type of Event:

Check all that apply.

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

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

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

Event Details:

(provide estimated counts)

Estimated Attendance

750

Trash Containers

6

Portable Toilets

2

(circle what applies)

Open to the general public?

YES / NO

Tents

YES / NO

Inflatable Houses/Toys

YES / NO

Amplified Music

YES / NO

Alcoholic Beverages

YES / NO

Banners/Signs

YES / NO**Vendors:**

(provide estimated counts)

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

• Number of Vendors

3-4 each night

• List of Vendors and/or Type of Vendor

Will vary from week to week

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

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

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

☐

Yes

☒

No

Will you need to borrow barricades from the City?☒

Yes

☐

No

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

Will you need to close the street for your event?☒

Yes

☐

No

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

Will you need portable restrooms?

☒

Yes

☐

No

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

Provide details about the event garbage collection plans:

yes,Same as last year.

Will you charge admission / registration fees:

☐ Yes ☒ No

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

Will there be product for sale on site?

☒ Yes ☐ No

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

Will alcohol be served or sold?

☒ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☒ No

Will you be using inflatable rides or devices?

☐ Yes ☒ No

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

Will your event interfere with vehicle traffic?

☒ Yes ☐ No

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

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

☐ Yes ☒ No

Will you be shooting off fireworks?

☐ Yes ☒ No

(If yes, a fireworks permit is required. Contact the City Clerk's office at 515-630-6982)

Will you be posting temporary signage?

☒ Yes ☐ No

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

Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

☒ Yes ☐ No

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

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

Will you need access to electricity?

☐ Yes ☒ No

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

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

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Signature Nicole Hedgecock

Date 3/27/2023

Printed Name Nicole Hedgecock

City Official Signature _____ Date _____

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DO NOT BLOCK ALLEY WITH
STAGE OR TRUCK/TRAILERS
TEMPORARILY SETTING UP

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VENDOR

VENDOR

BEER
TENT

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Quilt

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Vendors

Hand
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CLOSED

ALLOW ACCESS TO
DOWNTOWN PARKING

CLOSED

VENDOR

PORT-A
POTTIES

FOOD
TRUCK

ALLOW ACCESS TO
HVAC BUSINESS

Tables

Downtown

Fire

Tables

CLOSED

Notice of Excessive Noise And Road Closure

April 2, 2023

From: Reclaimed Rails
101 Main St. SE
Bondurant, IA 50035
515-777-1443

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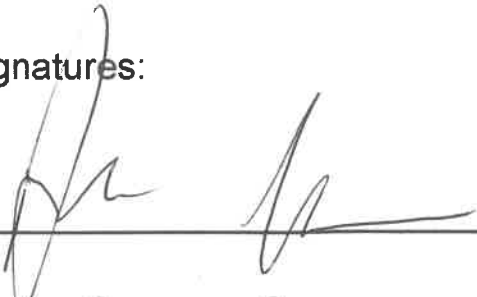
Cheers!

Nicole Hedgecock
Reclaimed Rails Management Team

Signatures:

Date:

X



4-6-23

X

Laura Lacina

4.6.23

X



4/6/23

X



4/6/23

X

Sue Ugolini

4-6-23

X

Connie Lovelady

4-6-23

X



4-6-23

X

Partnership w/ Founders Irish Pub
- no signature

X

X

X

Special Event Application

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

(Please Print)

Event Name Bondurant Bike Night Date(s) of Event April - Sept. 4th Friday

Location Reclaimed Bails street blockage on 1st + Main, same as last year
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)

Setup Time 3pm Starting Time 5pm Ending Time Midnight

(Please Print)

Organization Hosting Event Reclaimed Bails

Contact Person Nicole Hedgecock Day Phone 515-720-5686

Email gm@rrbrewco.com

Addl. Contact Steve Wheeler Day Phone 515-864-1001

Email Wheeler75@gmail.com

Type of Event:

Check all that apply.

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

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

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

Event Details:

(provide estimated counts)

Estimated Attendance

750

Trash Containers

6

Portable Toilets

2

(circle what applies)

Open to the general public?

YES / NO

Tents

YES / NO

Inflatable Houses/Toys

YES / NO

Amplified Music

YES / NO

Alcoholic Beverages

YES / NO

Banners/Signs

YES / NO

Vendors:

(provide estimated counts)

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

• Number of Vendors

3-4 each night

• List of Vendors and/or Type of Vendor

Will vary from week to week

- Permits for *Mobile Food Vendors* are required for food truck vendors per City Ordinance ([Chapter 125](#)). Current [application](#) and license must be on display in the Mobile Food Unit.
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☐

Yes

☒

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Will you need to borrow barricades from the City?☒

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No

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yes,Same as last year.

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Signature Nicole Hedgecock

Date 3/27/2023

Printed Name Nicole Hedgecock

City Official Signature _____ Date _____

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TENT

FLAME

Quilt

Furniture

Vendors

Hand
Lift

CLOSED

ALLOW ACCESS TO
DOWNTOWN PARKING

CLOSED

VENDOR

PORT-A
POTTIES

FOOD
TRUCK

ALLOW ACCESS TO
HVAC BUSINESS

Tables

Downtown

Fire

Hand
Trucks

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April 2, 2023

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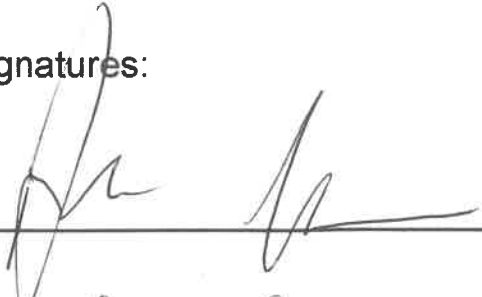
Cheers!

Nicole Hedgecock
Reclaimed Rails Management Team

Signatures:

Date:

X



4-6-23

X

Laura Lacina

4.6.23

X



4/6/23

X



4/6/23

X

Sue Ugolini

4-6-23

X

Connie Lovelady

4-6-23

X



4-6-23

X

Partnership w/ Founders Irish Pub
- no signature

X

X

X

Tax Abatement Applications
April 17, 2023
City of Bondurant

Name	Address	Closing Date	Cost
Kelsey Anderson	709 Spruce Street, NW	4/12/2023	\$279,900



Check Register

Packet: APPKT00743 - 4/14/23 FOR MEETING ON 5/1/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2600	AIRGAS USA, LLC	04/14/2023	Regular	0.00	62.47	61915
2030	ALLEGRA	04/14/2023	Regular	0.00	54.96	61916
2705	AMAZON CAPITAL SERVICES	04/14/2023	Regular	0.00	410.96	61917
2687	AT&T MOBILITY	04/14/2023	Regular	0.00	474.05	61918
1611	BRAVO GREATER DES MOINES	04/14/2023	Regular	0.00	1,500.00	61919
1228	CINTAS CORPORATION #762	04/14/2023	Regular	0.00	70.00	61920
0097	CITY OF DES MOINES	04/14/2023	Regular	0.00	67,070.60	61921
2075	CORE & MAIN LP	04/14/2023	Regular	0.00	64.00	61922
0145	DIAM PEST CONTROL	04/14/2023	Regular	0.00	75.00	61923
2575	EMERGENCY SERVICES CONSULTING II	04/14/2023	Regular	0.00	4,160.00	61924
2693	FIRST DAKOTA TITLE LTD PARTNERSHII	04/14/2023	Regular	0.00	150.00	61925
0177	GOLDEN CIRCLE MUNIC OFFICERS A	04/14/2023	Regular	0.00	52.50	61926
0932	IAMU	04/14/2023	Regular	0.00	1,021.34	61927
2721	KATHY BASSET	04/14/2023	Regular	0.00	68.00	61928
2720	KENNEDY THOREN	04/14/2023	Regular	0.00	68.00	61929
0251	MICROBAC LABORATORIES, INC	04/14/2023	Regular	0.00	60.00	61930
0160	LANDUS COOPERATIVE	04/14/2023	Regular	0.00	42.38	61931
0842	MENARDS	04/14/2023	Regular	0.00	104.46	61932
2409	MERCY NORTH PHARMACY	04/14/2023	Regular	0.00	424.96	61933
2650	MIDWEST CRITICAL POWER LLC	04/14/2023	Regular	0.00	247.50	61934
0464	POSITIVE PROMOTIONS	04/14/2023	Regular	0.00	295.95	61935
2719	SAMANTHA SKOGERBOE	04/14/2023	Regular	0.00	136.00	61936
2722	SHELLY BEAN	04/14/2023	Regular	0.00	68.00	61937
1504	SHIVE-HATTERY INC	04/14/2023	Regular	0.00	3,200.00	61938
1679	VISION ELECTRIC LLC	04/14/2023	Regular	0.00	2,592.50	61939
0433	WILLIAMSONS REPAIR	04/14/2023	Regular	0.00	1,145.97	61940
0387	TREASURER - STATE OF IOWA	04/13/2023	Bank Draft	0.00	6,743.39	DFT0002244
0387	TREASURER - STATE OF IOWA	04/13/2023	Bank Draft	0.00	2,010.24	DFT0002245
0772	FRANCOTYP-POSTALIA INC	04/10/2023	Bank Draft	0.00	500.00	DFT0002246
2254	TCM BANK NA	04/14/2023	Bank Draft	0.00	133.00	DFT0002247

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	30	26	0.00	83,619.60
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	9,386.63
EFT's	0	0	0.00	0.00
	34	30	0.00	93,006.23

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2023	93,006.23
			93,006.23



Payroll Check Register

Checks

Pay Period: 3/27/2023-4/9/2023

Packet: PYPKT00408 - 03/27-04/09/2023 PAID 04/14/2023

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: PYPKT00408 - 03/27-04/09/2023 PAID 04/14/2023
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	04/14/2023	290.59	103620
BAILEY, BOYCE E	7104	04/14/2023	1,302.05	103621
BERGESON, JOHN W	7121	04/14/2023	1,791.66	103622
BRIGGS, ASHTON S	1511	04/14/2023	775.94	103623
BRUCE, EMMA	3141	04/14/2023	822.42	103624
BUCKLIN, JEFFERY D	1562	04/14/2023	550.85	103625
CARPENTER, JOHN C	5129	04/14/2023	1,526.50	103626
CHAPA, DAISY Y	1584	04/14/2023	359.48	103627
COLLISON, PATRICK F	5103	04/14/2023	2,030.20	103628
CORY, JOHN P	7120	04/14/2023	1,719.03	103629
CRITTENDEN, MATTHEW	1567	04/14/2023	904.03	103630
DOMINGUEZ, MATTHEW P	1513	04/14/2023	868.12	103631
EHLE, AANNA N	1575	04/14/2023	1,655.93	103632
GILSON, DUSTY ALAN	7124	04/14/2023	1,307.12	103633
HAGAN, SHELBY L	5118	04/14/2023	2,424.54	103634
HARMISON, TROY G	1503	04/14/2023	1,681.87	103635
HIGGINS, DAVID P.	7105	04/14/2023	1,445.09	103636
HORTON, JOHN C	7112	04/14/2023	3,274.83	103637
HORTON, JOHN C	7112	04/14/2023	100.00	103637
HUFF, TIMOTHY J	1559	04/14/2023	1,807.28	103638
HURST, MORGHAN	1570	04/14/2023	262.21	103639
JESS, JENE' N	5123	04/14/2023	3,265.18	103640
JOHNSON, ANNASTASHA	5130	04/14/2023	1,316.30	103641
KING, CHRISTINA M	3143	04/14/2023	416.49	103642
KLINKER-FELD, MICHELL M	3135	04/14/2023	2,429.25	103643
KOOIKER, ASHTON BRENT	7123	04/14/2023	1,430.80	103644
KREUDER, AARON M	1441	04/14/2023	3,457.46	103645
LUING, TIFFANY A	5133	04/14/2023	1,825.84	103646
LUNDQUIST, BRADLEY D	1555	04/14/2023	552.71	103647
MANGUM, MEGAN SUSANNA	3142	04/14/2023	1,669.09	103648
MARSHMAN, CRAIG A	5125	04/14/2023	1,517.81	103649
MERRILL, SARAH J	1590	04/14/2023	1,734.21	103650
MILLER, BRODY E	1582	04/14/2023	579.74	103651
MORRIS, REBECCA L	1504	04/14/2023	2,594.32	103652
MURRAY, MARGARET	5126	04/14/2023	2,739.47	103653
OLIVER, MARKETA S	8403	04/14/2023	300.00	103654
OLIVER, MARKETA S	8403	04/14/2023	3,348.62	103654
PEZLEY, ISAAC J	5132	04/14/2023	2,171.62	103655
PHIPPS-BUCKLIN, CHANTEL E	4145	04/14/2023	771.04	103656
REYNOLDS, RAY A	1537	04/14/2023	811.76	103657
SANDERS, JILL C	3128	04/14/2023	3,018.50	103658
SCHINCKE, MEGAN	3137	04/14/2023	483.51	103659
SCHINCKE, MEGAN	3137	04/14/2023	1,128.18	103659
SPOERRY, DANIELLE M	1527	04/14/2023	1,442.23	103660
SUMMERS, ALAN C	1534	04/14/2023	1,182.33	103661
VAN HOUTEN, NICOLE M	5121	04/14/2023	1,627.60	103662



Payroll Check Register

Report Summary

Packet: PYPKT00408 - 03/27-04/09/2023 PAID 04/14/2023
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	46	68,713.80
Total	46	68,713.80



Check Register

Packet: APPKT00742 - 4/7/23 FOR MEETING ON 4/17/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0020	ALTOONA ACE HARDWARE	04/07/2023	Regular	0.00	33.98	61870
0048	BAKER & TAYLOR	04/07/2023	Regular	0.00	798.56	61871
1537	BOUND TREE MEDICAL LLC	04/07/2023	Regular	0.00	711.64	61872
	Void	04/07/2023	Regular	0.00	0.00	61873
2510	CENTRAL IOWA MECHANICAL	04/07/2023	Regular	0.00	331.00	61874
0134	DEMCO	04/07/2023	Regular	0.00	252.25	61875
2137	JESTER INSURANCE SERVICE	04/07/2023	Regular	0.00	6,763.48	61876
2246	ETECH	04/07/2023	Regular	0.00	3,006.25	61877
	Void	04/07/2023	Regular	0.00	0.00	61878
	Void	04/07/2023	Regular	0.00	0.00	61879
	Void	04/07/2023	Regular	0.00	0.00	61880
0780	FIRE SERVICE TRAINING BUREAU	04/07/2023	Regular	0.00	153.93	61881
2193	FRIENDS OF GRIMES PUBLIC LIBRA	04/07/2023	Regular	0.00	225.00	61882
2637	GENERAL TRAFFIC CONTROLS, INC.	04/07/2023	Regular	0.00	2,280.00	61883
0877	IOWA LIBRARY ASSOCIATION	04/07/2023	Regular	0.00	100.00	61884
2619	KONICA MINOLTA PREMIER FINANC	04/07/2023	Regular	0.00	299.02	61885
2546	MATT CRITTENDEN	04/07/2023	Regular	0.00	37.17	61886
0842	MENARDS	04/07/2023	Regular	0.00	89.99	61887
0599	MICROMARKETING LLC	04/07/2023	Regular	0.00	49.59	61888
2650	MIDWEST CRITICAL POWER LLC	04/07/2023	Regular	0.00	656.89	61889
0308	MUNICIPAL SUPPLY, INC.	04/07/2023	Regular	0.00	13,993.50	61890
0286	METRO WASTE AUTHORITY	04/07/2023	Regular	0.00	11,318.40	61891
2192	OMNI EMS	04/07/2023	Regular	0.00	1,227.14	61892
1457	O'REILLY AUTO PARTS	04/07/2023	Regular	0.00	6.59	61893
1134	PETTY CASH	04/07/2023	Regular	0.00	113.82	61894
2712	PLAYAWAY PRODUCTS LLC	04/07/2023	Regular	0.00	57.44	61895
0337	POLK COUNTY TREASURER	04/07/2023	Regular	0.00	60,267.83	61896
2718	RACHEL BUSHMAN	04/07/2023	Regular	0.00	177.00	61897
1498	SCOTT'S AUTO GLASS	04/07/2023	Regular	0.00	450.00	61898
2468	SERVICE LEGENDS	04/07/2023	Regular	0.00	48.00	61899
0564	STOREY KENWORTHY/MATT PARRO	04/07/2023	Regular	0.00	218.25	61900
1534	STRATUS BUILDNG SOLUTIONS IOW	04/07/2023	Regular	0.00	851.56	61901
2222	SURVEYING AND MAPPING, LLC	04/07/2023	Regular	0.00	3,600.00	61902
2164	SVPA ARCHITECTS	04/07/2023	Regular	0.00	13,600.00	61903
1751	SWANK MOTION PICTURES INC	04/07/2023	Regular	0.00	510.00	61904
2601	SYSTEMS TECHNOLOGY GROUP INC	04/07/2023	Regular	0.00	495.00	61905
2661	THE REINALT - THOMAS CORPORATI	04/07/2023	Regular	0.00	1,556.64	61906
2676	TIFFANY LUIING	04/07/2023	Regular	0.00	114.53	61907
2310	TITAN MACHINERY	04/07/2023	Regular	0.00	4,010.00	61908
2227	TYLER TECHNOLOGIES INC	04/07/2023	Regular	0.00	38.10	61909
2406	UNIQUE	04/07/2023	Regular	0.00	46.60	61910
2717	UTILITY EQUIPMENT COMPANY INC	04/07/2023	Regular	0.00	3,341.00	61911
1989	NICOLE VAN HOUTEN	04/07/2023	Regular	0.00	35.43	61912
1161	VEENSTRA & KIMM, INC.	04/07/2023	Regular	0.00	103,935.69	61913
2595	VENDNOVATION, LLC	04/07/2023	Regular	0.00	50.00	61914
0144	DES MOINES WATER WORKS	04/24/2023	Bank Draft	0.00	15,647.32	DFT0002221
0144	DES MOINES WATER WORKS	04/24/2023	Bank Draft	0.00	22.00	DFT0002222
0144	DES MOINES WATER WORKS	04/24/2023	Bank Draft	0.00	32,146.63	DFT0002223
0416	POSTMASTER	04/04/2023	Bank Draft	0.00	579.97	DFT0002224
2706	VALEO NETWORKS	04/04/2023	Bank Draft	0.00	240.00	DFT0002225
1069	FIRST NATIONAL BANK OMAHA	04/05/2023	Bank Draft	0.00	806.81	DFT0002226

Check Register**Packet: APPKT00742-4/7/23 FOR MEETING ON 4/17/23**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
1069	FIRST NATIONAL BANK OMAHA	04/07/2023	Bank Draft	0.00	623.15	DFT0002227

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	60	41	0.00	235,851.27
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	7	7	0.00	50,065.88
EFT's	0	0	0.00	0.00
	67	52	0.00	285,917.15

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	4/2023	285,917.15
			<u>285,917.15</u>



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00744 - PYPKT00408 - 03/27-04/09/2023 PAID
04/14/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total										
Payable Description	Bank Code				On Hold															
Vendor: 0106 - COLLECTION SERVICES CENTER									Vendor Total:	91.38										
INV0002865	Invoice	4/14/2023	4/14/2023	4/14/2023	4/14/2023	91.38	0.00	0.00	0.00	91.38										
CASE # 652464	AP Bank Code - AP Bank				No	Payment Date: 4/14/2023		Bank Draft:	DFT0002240											
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total										
CASE # 652464	NA		0.00	0.00	91.38	0.00	0.00	0.00		91.38										
Distributions																				
Account Number	Account Name		Project Account Key		Amount	Percent														
741-050-2127	CHILD SUPPORT WITHHOLDING				9.14	0%														
110-050-2127	CHILD SUPPORT WITHHOLDING				41.12	0%														
001-050-2127	CHILD SUPPORT WITHHOLDING				4.56	0%														
600-050-2127	CHILD SUPPORT WITHHOLDING				18.28	0%														
610-050-2127	CHILD SUPPORT WITHHOLDING				18.28	0%														
Vendor: 2304 - EBS											Vendor Total:	22,694.60								
INV0002853	Invoice	4/14/2023	4/14/2023	5/1/2023	4/14/2023	1,467.82	0.00	0.00	0.00	1,467.82										
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 5/1/2023		Bank Draft:	DFT0002228											
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total										
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,467.82	0.00	0.00	0.00		1,467.82										
Distributions																				
Account Number	Account Name		Project Account Key		Amount	Percent														
112-050-2125	DENTAL INSURANCE				1,467.82	0%														
INV0002858											Invoice	4/14/2023	4/14/2023	5/1/2023	4/14/2023	16,508.59	0.00	0.00	0.00	16,508.59
HEALTH INSURANCE WELLMARK											AP Bank Code - AP Bank				No	Payment Date: 5/1/2023		Bank Draft:	DFT0002233	
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total										
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	16,508.59	0.00	0.00	0.00		16,508.59										
Distributions																				
Account Number	Account Name		Project Account Key		Amount	Percent														
112-050-2124	HEALTH INSURANCE WITHHOLDIN				16,508.59	0%														
INV0002859											Invoice	4/14/2023	4/14/2023	5/1/2023	4/14/2023	932.66	0.00	0.00	0.00	932.66
EBS ADMIN COST											AP Bank Code - AP Bank				No	Payment Date: 5/1/2023		Bank Draft:	DFT0002234	
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total										
EBS ADMIN COST	Service		0.00	0.00	932.66	0.00	0.00	0.00		932.66										
Distributions																				
Account Number	Account Name		Project Account Key		Amount	Percent														
112-050-2124	HEALTH INSURANCE WITHHOLDIN				932.66	0%														
INV0002861											Invoice	4/14/2023	4/14/2023	5/1/2023	4/14/2023	1,051.03	0.00	0.00	0.00	1,051.03
LIFE & DIS PRINCIPAL											AP Bank Code - AP Bank				No	Payment Date: 5/1/2023		Bank Draft:	DFT0002236	
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total										
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,051.03	0.00	0.00	0.00		1,051.03										
Distributions																				
Account Number	Account Name		Project Account Key		Amount	Percent														
112-050-2124	HEALTH INSURANCE WITHHOLDIN				1,051.03	0%														
INV0002862											Invoice	4/14/2023	4/14/2023	5/1/2023	4/14/2023	2,486.00	0.00	0.00	0.00	2,486.00
SELF FUNDED DEDUCTABLE INSURANCE											AP Bank Code - AP Bank				No	Payment Date: 5/1/2023		Bank Draft:	DFT0002237	

Payable Register

Packet: APPKT00744 - PYPKT00408 - 03/27-04/09/2023 PAID 04/14/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	2,486.00	0.00	0.00	0.00		2,486.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				2,486.00	0%				
INV0002863	Invoice	4/14/2023	4/14/2023	5/1/2023	4/14/2023	248.50	0.00	0.00	0.00	248.50
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 5/1/2023		Bank Draft:	DFT0002238	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
VISION AVISES	Service		0.00	0.00	248.50	0.00	0.00	0.00		248.50
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2132	VISION WITHHOLDING				248.50	0%				

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

Vendor Total: 1,361.98

INV0002856	Invoice	4/28/2023	4/28/2023	4/28/2023	4/28/2023	995.00	0.00	0.00	0.00	995.00
PAYROLL DEDUCTION	AP Bank Code - AP Bank			No	Payment Date: 4/28/2023		Bank Draft:		DFT0002231	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PAYROLL DEDUCTION	NA		0.00	0.00	995.00	0.00	0.00	0.00	995.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-050-2130	ICMA-RC				995.00	100.00%				

INV0002857	Invoice	4/28/2023	4/28/2023	4/28/2023	4/28/2023	366.98	0.00	0.00	0.00	366.98
DEFERRED COMPENSATION	AP Bank Code - AP Bank			No	Payment Date: 4/28/2023		Bank Draft:		DFT0002232	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DEFERRED COMPENSATION	Service		0.00	0.00	366.98	0.00	0.00	0.00	366.98	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-050-2130	ICMA-RC				366.98	100.00%				

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

Vendor Total: 77.12

INV0002868	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	77.12	0.00	0.00	0.00	77.12
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 6/23/2023		Bank Draft:		DFT0002243	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Unemployment Insurance	NA		0.00	0.00	77.12	0.00	0.00	0.00	77.12	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2122	STATE WITHHOLDING				77.12	100.00%				

Vendor: [0239 - IPERS](#)

Vendor Total: 15,390.12

INV0002860	Invoice	4/28/2023	4/28/2023	4/28/2023	4/28/2023	580.01	0.00	0.00	0.00	580.01
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 4/28/2023		Bank Draft:		DFT0002235	
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Contribution	NA			0.00	0.00	580.01	0.00	0.00	0.00	580.01
Distributions										
Account Number	Account Name			Project Account Key		Amount	Percent			
112-050-2123	IPERS WITHHOLDING					580.01	100.00%			
INV0002864	Invoice	4/28/2023	4/28/2023	4/28/2023	4/28/2023	14,810.11	0.00	0.00	0.00	14,810.11
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 4/28/2023		Bank Draft:		DFT0002239	

Payable Register

Packet: APPKT00744 - PYPKT00408 - 03/27-04/09/2023 PAID 04/14/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	3,949.31	0.00	0.00	0.00	3,949.31	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				3,949.31	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	10,860.80	0.00	0.00	0.00	10,860.80	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				10,860.80	100.00%				

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 21,706.57

INV0002867	Invoice	4/14/2023	4/14/2023	4/14/2023	4/14/2023	21,706.57	0.00	0.00	0.00	21,706.57
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 4/14/2023		Bank Draft:	DFT0002242	

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Social Security Withholding	NA	0.00	0.00	11,721.82	0.00	0.00	0.00	11,721.82
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING			11,721.82	0%			
Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Medicare Withholding	NA	0.00	0.00	2,741.40	0.00	0.00	0.00	2,741.40
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
112-050-2121	FICA/MEDICARE WITHHOLDING			2,741.40	0%			
Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Federal Tax Withheld	NA	0.00	0.00	7,243.35	0.00	0.00	0.00	7,243.35
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
670-050-2120	FEDERAL WITHHOLDING			13.13	0%			
610-050-2120	FEDERAL WITHHOLDING			660.26	0%			
741-050-2120	FEDERAL WITHHOLDING			209.79	0%			
600-050-2120	FEDERAL WITHHOLDING			716.28	0%			
110-050-2120	FEDERAL WITHHOLDING			741.85	0%			
001-050-2120	FEDERAL WITHHOLDING			4,902.04	0%			

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

Vendor Total: 2,370.64

INV0002854	Invoice	4/14/2023	4/14/2023	4/14/2023	4/14/2023	2,323.30	0.00	0.00	0.00	2,323.30
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 4/14/2023		Bank Draft:	DFT0002229	

Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction	NA			0.00	0.00	2,323.30	0.00	0.00	0.00	2,323.30
Distributions										
Account Number	Account Name			Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING					2,323.30	0%			
INV0002855	Invoice	4/14/2023	4/14/2023	5/6/2023	4/14/2023		47.34	0.00	0.00	0.00
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 5/6/2023			Bank Draft:	
Items										
Item Description	Commodity			Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE	Service			0.00	0.00	47.34	0.00	0.00	0.00	47.34
Distributions										
Account Number	Account Name			Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING					47.34	0%			

Payable Register

Packet: APPKT00744 - PYPKT00408 - 03/27-04/09/2023 PAID 04/14/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

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

Vendor Total: 3,348.73

INV0002866	Invoice	4/28/2023	4/28/2023	4/28/2023	4/28/2023	3,348.73	0.00	0.00	0.00	3,348.73
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 4/28/2023		Bank Draft:		DFT0002241

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	3,348.73	0.00	0.00	0.00	3,348.73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
670-050-2122	STATE WITHHOLDING		12.55	0.37%
600-050-2122	STATE WITHHOLDING		319.73	9.55%
610-050-2122	STATE WITHHOLDING		292.28	8.73%
741-050-2122	STATE WITHHOLDING		105.79	3.16%
110-050-2122	STATE WITHHOLDING		337.15	10.07%
001-050-2122	STATE WITHHOLDING		2,281.23	68.12%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	67,041.14	0.00	0.00	0.00	67,041.14	67,041.14	0.00
Grand Total:		67,041.14	0.00	0.00	0.00	67,041.14	67,041.14	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	4,902.04
001-050-2122	STATE WITHHOLDING	2,281.23
001-050-2127	CHILD SUPPORT WITHHOLDING	4.56
001-050-2130	ICMA-RC	1,361.98
Total:		8,549.81

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	741.85
110-050-2122	STATE WITHHOLDING	337.15
110-050-2127	CHILD SUPPORT WITHHOLDING	41.12
Total:		1,120.12

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	14,463.22
112-050-2122	STATE WITHHOLDING	77.12
112-050-2123	IPERS WITHHOLDING	15,390.12
112-050-2124	HEALTH INSURANCE WITHHOLDING	20,978.28
112-050-2125	DENTAL INSURANCE	1,467.82
112-050-2132	VISION WITHHOLDING	248.50
Total:		52,625.06

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	716.28
600-050-2122	STATE WITHHOLDING	319.73
600-050-2127	CHILD SUPPORT WITHHOLDING	18.28
Total:		1,054.29

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	660.26
610-050-2122	STATE WITHHOLDING	292.28
610-050-2127	CHILD SUPPORT WITHHOLDING	18.28
Total:		970.82

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	13.13
670-050-2122	STATE WITHHOLDING	12.55
Total:		25.68

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	209.79
741-050-2122	STATE WITHHOLDING	105.79
741-050-2127	CHILD SUPPORT WITHHOLDING	9.14
Total:		324.72

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,370.64
Total:		2,370.64



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

Item No. 6.d.
For Meeting of 4/17/2023
Resolution

TITLE: - Resolution approving Group Creative Services'/Confluence's Arts, Culture & Wayfinding Master Plan Proposal and Awarding Contract in the Amount of \$71,750

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution considers approval of a proposal and contract from Group Creative Services and Confluence to complete Arts, Culture & Wayfinding Master Plan services for the City of Bondurant. This contract is being considered as a result of the recent Arts, Culture & Wayfinding Master Plan RFP released by the City on March 8, 2023 and due on March 29, 2023. 3 proposals were received. The RFP Scoring Committee, comprised of the City Administrator, Planning & Community Development Director, City Planner, Communications & Events Coordinator, Parks & Recreation Board Member, and Bondurant Community Foundation Board President, scored the proposals received and interviewed consultants. The Committee recommends that Council approve a contract with the consultant team of Group Creative Services and Confluence for Arts, Culture & Wayfinding Master Plan services. Group Creative Services will lead the arts/culture planning efforts while Confluence will lead the wayfinding planning efforts. The need for this plan was identified through the following planning documents:

2022 Building Bondurant Comprehensive Plan

Goal 13: Preserve and strengthen Bondurant's hometown feel as the community continues to evolve.

Action Item 13A: Adopt and implement a Public Arts Master Plan (0-4 years)

Action Item 13C: Adopt and implement a Wayfinding Master Plan (0-4 years)

Action Item 13E: Celebrate Bondurant's history through events and creative placemaking efforts (ongoing).

2022 Community Visioning Plan

Goal 4: Adopt and implement a Wayfinding Master Plan

Goal 8: Expand public art and historical research opportunities.

Objective 8.3: Encourage the creation and implementation of a Public Arts Master Plan.

This plan will be used to guide for placement and look of way finding signage as well as art pieces and will help the City with grant funding applications as well.

FUNDING SOURCE: This expenditures is budgeted under Professional Services in Planning (001-540-6490).

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230417-73
2. Bondurant Art, Culture & Wayfinding Plan Contract
3. Bondurant Art Culture Wayfinding Plan_Proposal from Group Creative Services

CITY OF BONDURANT
RESOLUTION NO. 230417-73

RESOLUTION APPROVING GROUP CREATIVE SERVICES'/CONFLUENCE'S ARTS,
CULTURE & WAYFINDING MASTER PLAN PROPOSAL AND AWARDED
CONTRACT IN THE AMOUNT OF \$71,750

WHEREAS, the Building Bondurant Comprehensive Plan includes the following goal and its related action items which speak to the City's need for creating and adopting an Arts, Culture & Wayfinding Master Plan; AND

- Goal 13: Preserve and strengthen Bondurant's hometown feel as the community continues to evolve.
 - Action Item 13A: Adopt and implement a Public Arts Master Plan (0-4 years).
 - Action Item 13C: Adopt and implement a Wayfinding Master Plan (0-4 years).
 - Action Item 13E: Celebrate Bondurant's history through events and creative placemaking efforts (ongoing).

WHEREAS, this Arts, Culture & Wayfinding Master Plan creation and adoption project is also supported by the 2022 Community Visioning Plan; AND

WHEREAS, on March 29, 2023 consultant proposals were due to the City of Bondurant for services associated with an Arts, Culture & Wayfinding Master Plan project; AND

WHEREAS, the City received 3 proposals; AND

WHEREAS, the RFP Scoring Committee, which included City staff and representatives from the Bondurant Community Foundation and the Parks & Recreation Board, scored the proposal from the consultant team of Group Creative Services and Confluence the highest-scoring proposal based on the criteria as noted in the RFP; AND

WHEREAS, the RFP Scoring Committee recommends approval of the enclosed contract from Group Creative Services/Confluence in the amount of \$71,750 to undertake the work outlined in the attached proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Group Creative Services'/Confluence's Arts, Culture & Wayfinding Master Plan proposal is approved and their contract is hereby awarded in the amount of \$71,750.

Passed this 17th day of April 2023,

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				



Contract for Services: Bondurant Art, Culture & Wayfinding Plan

This document serves as a contract between the City of Bondurant (City) and Group Creative Services (Group). The City desires to engage the consultants, Group Creative Services, to facilitate the development of an art, culture and wayfinding plan for the city of Bondurant.

Group Creative Services agrees to provide the City the scope of services as outlined in “Art, Culture & Wayfinding Plan Scope” including the add-ons for a total budget of \$71,750. Every effort will be made to complete the work as defined in the scope of services by December of 2023.

Acceptances

The undersigned representative of the City has the authority to enter into this Agreement on behalf of the City. The City agrees to cooperate and to provide Group with everything needed to complete the Services as, when and in the format requested by Group. Group has the experience and ability to provide the Services described in this Agreement for the City and will do so in accordance with the standards and timeframes set forth in this Agreement. Group will use commercially reasonable efforts to meet every deadline that's set and to meet the expectation for Services in accordance with the standards set forth in this Agreement.

EXCEPT AS SET FORTH IN THIS DOCUMENT, GROUP DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESSED, IMPLIED, OR IMPOSED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, COMPLETENESS OR RESULTS TO BE DERIVED FROM THE WORK. EXCEPT AS SET FORTH HEREIN, ALL DELIVERABLES ARE DELIVERED ON AN “AS-IS” BASIS.

Confidentiality & Non-Disclosure

Each Party shall maintain, in the strictest confidence, all Confidential Information (as defined in the next sentence) of the other Party, except to the extent required to be disclosed in accordance with Iowa Open Records law. “Confidential Information” means all nonpublic information (at the time of disclosure) disclosed by one Party to the other Party under this Agreement, provided such information is marked or indicated by the disclosing Party to be confidential.

In the event a Party is required to disclose Confidential Information pursuant to a judicial or other governmental order, such Party shall, to the maximum extent permitted by law or opinion of counsel, provide the other Party with prompt notice prior to any disclosure so that the Party or its the City may seek other legal remedies to maintain the confidentiality of such Confidential Information.

Each Party receiving Confidential Information shall be responsible for any breach of this provision that is caused by any of its employees, affiliates, representatives or agents. The Parties agree that a breach or threatened breach of this Agreement may cause irreparable injury to the other Party, and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled, as its sole remedy, to seek equitable relief, including injunctive relief and specific performance. The obligations of this Section shall survive termination of this Agreement for a period of 2 years.

Group as Artist's Representative

Both parties agree and understand Group has expended substantial resources, both economic and noneconomic, to develop relationships with artists and expertise in the intersection of art and the public sphere. the City understands and agrees that this contract covers not only the physical products that shall be ultimately installed as art, but also professional judgment and guidance from Group. The City understands that, relating to all matters forming the subject of this contract, Group is and shall continue to be any selected or prospective artist's exclusive representative. The obligations of this Section shall survive termination of this Agreement for a period of 2 years.

Ownership and Licenses

Upon payment in full of all amounts for the Services, title to the Deliverables shall vest in the City, provided, however that title to and ownership of all systems, software, documentation, tools, utilities, methodologies, specifications, techniques and other materials, know-how and hardware owned by Group or in the possession of Group and used in the creation of the Deliverables (together with the intellectual property rights therein) shall remain with Group (the "Group Materials"). Upon payment in full for the Services, Group grants the City a limited, non-exclusive, royalty-free license to reuse, reproduce or make derivative works from the Group Materials solely for the purposes of maintaining, renovating, remodeling or expanding the Project. the City's use of the Group Materials without Group's involvement or on other Projects is at the City's own risk and the City shall indemnify and hold harmless Group, from and against any and all claims, damages, losses, costs and expenses, including reasonable attorneys' fees and costs, arising out of or resulting from any such prohibited use. The City acknowledges and agrees that Group may perform similar services for other Cities, and nothing herein will be construed as limiting Group's rights to use Group Materials in connection with work for any third party.

Term & Termination

Either Party may terminate this Agreement at any time, with or without cause, upon 14 days written notice. Either Party also may at any time terminate the Agreement immediately if: (i) the other party commits a breach of this Agreement and such party does not cure a breach within 10 days of written notice from the non-breaching party of such breach.

If this Agreement is terminated by the City without cause, the City agrees to pay Group any and all sums which are due and payable for: (i) services provided as of the date of termination; and (ii) expenses already incurred, including those from documented non-cancelable commitments. Upon termination, the City shall pay to Group all amounts due and payable. If upon termination the City has not paid fees owed for the material, Deliverables or Services provided by Group as of the date of termination, the City shall have no right to use any such material or the product of such Service, until the City has paid Group in full. Any provisions or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Agreement. Notwithstanding anything to the contrary in this Agreement, Group shall retain a perfected security interest in the Deliverables or material until the City has made payment in full for all undisputed amounts as of the termination date, and the City shall cooperate with any reasonable request by Group to record or perfect such security interest. Group hereby agrees to release and waive its security interest in the deliverable and material upon receipt of full payment for all undisputed amounts.

Payment Terms

Payments for each invoice delivered by Group to the City are due within 30 days of the date of such invoice. Payment will be requested on the following schedule:

- \$5000 upon signature of contract
- \$6750 at completion of Phase I
- \$8500 at completion of Phase II

\$18,000 at completion of Phase III

\$33,500 at completion of Phase IV

In case of overdue payments, in addition to any other rights or remedies Group has under this Agreement or at law or equity, Group reserves the right to stop work until payment is received.

Changes

Any material changes to the Services, including work to be performed and related fees must be approved by the prior written consent of both Parties.

Indemnification and Limitation of Liability

To the maximum extent allowable by law, the City agrees to indemnify, defend and hold harmless Group from any and all claims, actions, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising in any manner caused by the City's (i) gross negligence; (ii) out of any claim that the City provided content, or any portion thereof in fact infringes upon or violate any proprietary rights of any third party, including but not limited to patent, copyright and trade secret rights; or (iii) from a breach or alleged breach of any of the City's representations, warranties or agreements herein.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, GROUP SHALL NOT BE LIABLE TO the City FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOST PROFIT, LOSS OF BUSINESS OR THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, GROUP'S PERFORMANCE HEREUNDER OR DISRUPTION OF ANY OF THE FOREGOING, EVEN IF the City HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER SOUNDING IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE.

Right to Authorship Credit

Both Parties agree that when asked, the City must properly identify Group as the creator of the Deliverables. the City does not have a proactive duty to display Group's name together with the Deliverables, but the City may not seek to mislead others that the Deliverables were created by anyone other than Group. the City hereby agrees Group may use the Deliverables as part of Group's portfolio and websites, galleries and other media to showcase Group's work. Group will not publish any confidential or non-public work without the City's prior written consent.

Governing Law and Dispute Resolution

This Agreement and any dispute arising hereunder shall be governed by the laws of the jurisdiction of Group's primary business location ("Group's Jurisdiction"), without regard to the conflicts of law provisions thereof. For all purposes of this Agreement, the Parties consent to exclusive jurisdiction and venue in the courts located in Group's jurisdiction and the State of Iowa.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

Force Majeure

No failure or omission by a party in the performance of any obligation under this Agreement shall be deemed a breach of this Agreement or create any liability if such failure or omission shall arise from any cause or causes beyond the reasonable control of such party which cannot be overcome through that party's reasonable diligence, e.g., strikes, riots, war, acts of terrorism, acts of God, severe illness, invasion, fire, explosion, floods and acts of government or governmental agencies or instrumentalities.

Severability

The Parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Agreement or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Agreement will be unaffected.

Notices

Any notices to either Party made pursuant to this Agreement shall be made and sent (i) via US mail or a nationally recognized carrier to the other Party's address on file; (ii) or via e-mail to the other Party's designated representative. Each Party shall have an independent obligation to provide and update, as necessary, the mail and e-mail address on file for such notices. Notices sent by e-mail shall be deemed effective once sent if no error or "bounce back" has been received within twenty- four (24) hours of submission.

Miscellaneous

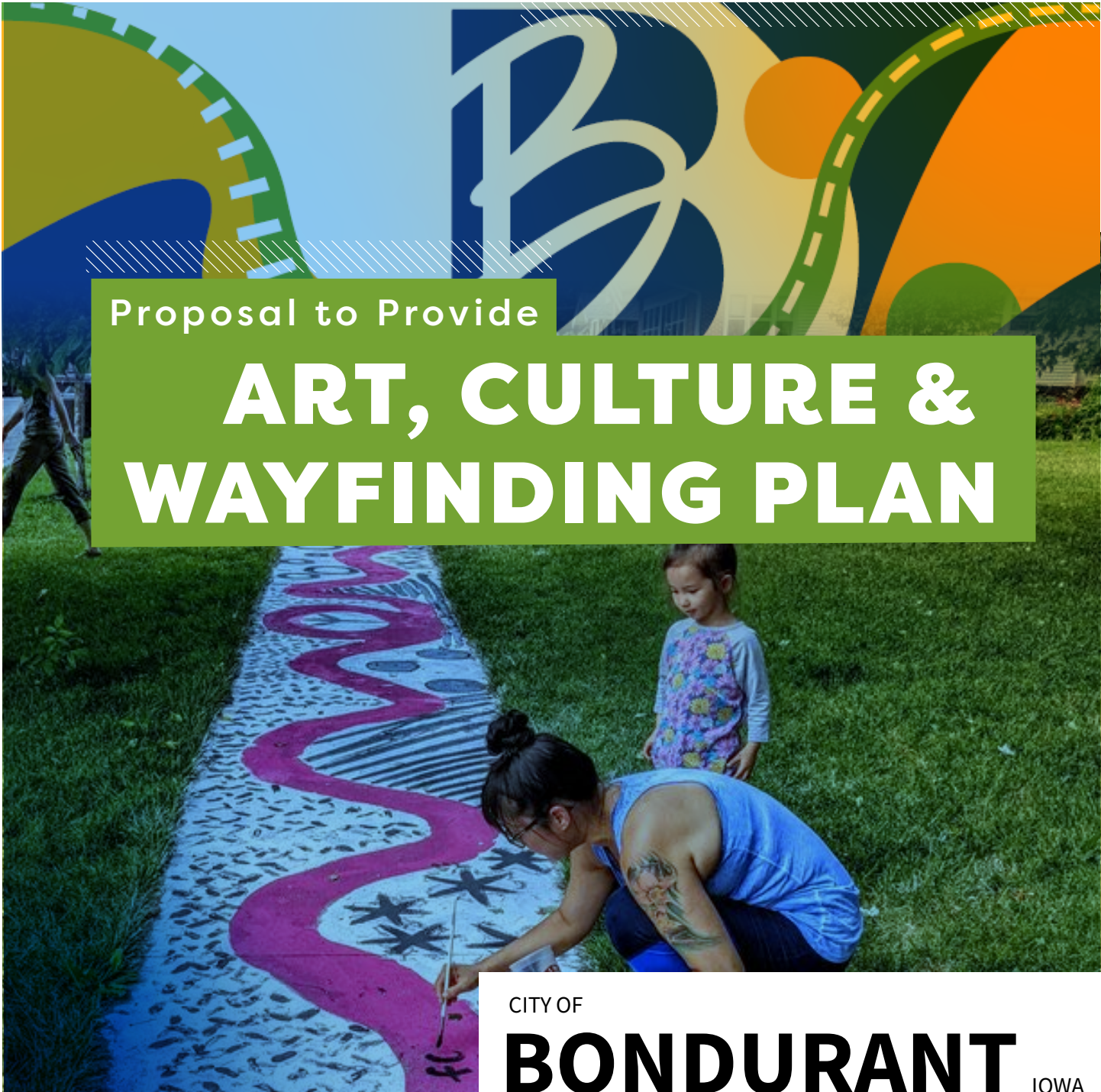
The section and subsection headings used in this Agreement are for convenience only and will not be used in interpreting this Agreement. Both parties have had the opportunity to review this Agreement and neither party will be deemed the drafter of this Agreement for the purposes of interpreting any ambiguity in this Agreement.

The parties agree that this Agreement may be signed by manual or facsimile signatures and in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. In the event that any provision of this Agreement will be determined to be illegal or unenforceable, that provision will be first revised to give the maximum permissible effect to its original intent or, if such revision is not permitted, that specific provision will be eliminated so that this Agreement will otherwise remain in full force and effect and enforceable.

Entire Contract

This Agreement and any exhibits, schedules or attachments, between the Parties supersedes any previous arrangements, oral or written, and may not be modified in any respect except by a future written agreement signed by both Parties.

_____ (Printed name for the City)	_____ (Signature)	_____ (Date)
_____ (Printed Name of Group Creative Services agent)	_____ (Signature)	_____ (Date)



Proposal to Provide

ART, CULTURE & WAYFINDING PLAN

CITY OF

BONDURANT IOWA

Firm Name:

Group Creative Services
1424 48th St
Des Moines, IA 50311

Point of Contact:

Teva Dawson
515 244-8590
teva@groupcreatives.com



- in partnership with -

Prepared for:

City of Bondurant, IA - March 29, 2023

CONFLUENCE

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GROUP CREATIVE SERVICES
1424 48th St
Des Moines, IA 50311

March 29, 2023
Re: Art, Culture and Wayfinding Plan
To: Maggie Murray

Dear Maggie:

Bondurant is experiencing an exciting and important time in its history. As the community welcomes more residents and development than ever before, we can grasp the opportunity to integrate art and culture into all aspects of the community, in a way that rings true to the character and “hometown” feel of Bondurant. We’re pleased to present this proposal to put our expertise to work for your community.

Group Creative Services knows how art and culture work hard for cities. Public art facilitates advancement of civic goals, aligned with your comprehensive plan. We’re eager to help Bondurant create a community-driven plan that’s based on public input from a wide variety of stakeholders and tailored to fit your assets, resources and placemaking themes. This is about achievable actions that you can start right now. Further, we propose to demonstrate putting the finished plan into action, investing in implementation with immediate benefits.

We’ll be delivering strategies that **move beyond murals**, looking at unexpected ways to integrate arts and culture into infrastructure, programming and more. We’ll define a clear framework for future success, allowing City staff, community volunteers, and organizations to work together to achieve collective goals.

We’re local and we know Bondurant. Since our founding in 2017, we’ve led projects and built plans across Central Iowa, including our facilitation of the recent water tower design for Bondurant. Our partner, Confluence, has worked with Bondurant on various planning projects and provides an in-depth understanding of the city’s various strengths and overall vision for the future. Together, our team looks forward to deepening our understanding of Bondurant’s geographic and cultural context.

The plan will include clear strategies for funding and implementation, **appealing to potential arts funders** like Bravo Greater Des Moines. Moreover, our experience working directly with artists means **we know what it takes to implement and maintain public art.**

Confluence will lead the wayfinding component of the plan, drawing on their experience with **more than 35 signage projects in the Midwest.** They understand that wayfinding is a marriage between public art and mapping, and a wayfinding plan is a natural progression of a community-driven discussion of public art and culture within Bondurant.

We know that things are moving fast in Bondurant, so we're committing to **deliver a completed plan in 8 months.**

Bondurant residents are drawn to the city's quality neighborhoods, recreational opportunities, charming downtown, community events and more. Developing the art, culture and wayfinding plan is **an opportunity to create distinction that continues to set this community apart.**

Thank you for considering our team for this important project for Bondurant. We are ready to begin this work with you today!

Sincerely,

A handwritten signature in black ink, reading "Teva Dawson". The signature is fluid and cursive, with the first name "Teva" and last name "Dawson" clearly distinguishable.

Teva Dawson
Group Creative Services

FIRM OVERVIEW - GROUP CREATIVE SERVICES

ABOUT GROUP CREATIVE SERVICES

As an arts and culture consultancy, Group Creative Services (Group) provides artistic solutions to pressing community needs. We help communities harness the power of the arts to drive innovation, discover cost efficiencies, create beautiful infrastructure, and build community. Our 3 primary services are:

Policy and Planning: Art that works harder

Group Creative Services offers planning and consulting services to communities that are ready to generate a strong return on arts and culture investments. Unlike more traditional arts planning, Group's process aims to advance larger civic goals and build public art practices into municipal processes. We produce stand-alone arts and culture plans, and integrate the arts into other community planning processes.

Placemaking: Building Distinct Places to Live

Small and large, temporary or permanent, we use art, culture and design to strengthen communities. We bring new attention to community assets, raise the voices of residents, and honor contemporary heritage while envisioning new possibilities for a community or place. This can take the form of sculptural installations, performance art, artistic lighting, and much more.

Art Facilitation and Installation Management

Whether temporary or permanent, public parks or building lobbies, we complete art installation projects that meet client goals, deadlines and budgets. We do not represent specific artists, rather we draw on our network of local and national artists to find those who are exactly the right fit for the need, and then manage the project through completion.

Group Creative Services has been working with public and private clients to promote arts and culture since 2017. Our 7-member team is located in Des Moines, Iowa.

A few of our recent projects include:

- [Topeka Public Art and Culture Plan](#)
- [City of Grimes Public Art and Culture Plan](#)
- [River Constellation - Light and Sound sculpture installation at Water Works Park](#)
- [Ankeny High Trestle Trail Experience Master Plan](#)
- [City of Altoona Public Art Plan](#)
- [Altoona First Avenue Roundabout installation - 65 foot lit sculpture](#)



FIRM OVERVIEW - CONFLUENCE

WHO WE ARE / CONFLUENCE

Confluence is a professional consulting firm comprised of landscape architects, urban designers and planners. Our staff of 75+ includes 38 licensed landscape architects and AICP certified planners—and our firm is comprised of energetic, creative, and passionate people who are involved in making our communities better places to live. We assist our clients on a wide range of public, educational, institutional and private sector projects. Our landscape architects are licensed to practice in California, Colorado, Georgia, Kansas, Idaho, Illinois, Iowa, Michigan, Minnesota, Missouri, Montana, Nebraska, New Mexico, Nevada, North Dakota, Ohio, Pennsylvania, South Dakota, Tennessee, Texas, Utah, Wisconsin, and Wyoming—and this list continues to grow to meet our clients' needs.

WHAT WE DO

Simply stated—we create places full of life. The diversity of our work and expertise has become a hallmark of our firm, and it's a big reason why our clients engage us again and again to help establish their next creative vision for the future. We offer a wide array of design and planning capabilities, handling everything from stakeholder and community engagement activities, to crafting urban design and community planning solutions, to representing our clients during construction implementation. With over twenty years of award-winning experience and hundreds of completed projects, Confluence has shaped the practice of landscape architecture, planning and urban design across the Midwest, and we love what we do. *What can we do for you?*

HOW WE WORK

Our creative process is focused on collaboration and insightful interaction with our clients, consultants and the community in which we work. We begin by gaining an insightful and objective understanding of each project, including how it fits into the surrounding context. From vision to completion, our team excels in collaborating to shape and achieve your “what’s next”—while also planning ahead on your long-term strategy. The diversity of our practice and professional experience provides a solid framework upon which to build successful strategies for achieving our client’s goals.

Confluence brings together people, energy and ideas to shape the future of our communities. We strive to achieve the inherent potential within each project while naturally making our world a better place.

LOCATIONS

Des Moines

525 17th Street

Des Moines, IA 50309

515.288.4875

Minneapolis

Chicago

Cedar Rapids

Kansas City

Sioux Falls

Omaha

Fargo

Denver

Our network of nine offices, located throughout the Midwest, provides value to our clients through our depth of experience identifying, developing and applying emerging creative trends and best practices.



PROJECT TEAM MEMBERS



Teva Dawson

Title and Firm: Owner, Group Creative Services

Project Role: Art and Culture Lead

Teva Dawson began her career path of invention by designing her own major in Environmental Education from Drake University which led to the creation of Des Moines's first Community Garden Program. Recently she spearheaded Greater Des Moines' first Water Trails and Greenways Plan. Before starting Group Creative Services, Teva invested 15 years in central Iowa implementing civic engagement and integrated planning with cities, and fostering regional government collaboration around the themes of parks and recreation, transportation systems, resiliency planning and health in all policies. In her work with Group Creative Services, she has led the creation of art and culture plans with Topeka, Ankeny, Grimes and others.



Devon Moody ASLA PLA

Title and Firm: Landscape Architect, Confluence

Project Role: Wayfinding Design Lead

Devon Moody is an Associate and licensed landscape architect for Confluence. Devon ensures that his work is sensitive to the concerns and needs of the user, combines use and art, and influences future generations with design and physical form. He has design experience in residential developments, boutique commercial real estate, park, and direction/wayfinding projects. Devon has previously worked on the monument signage for the City of Urbandale. He will lead the signage and wayfinding design effort.



Christopher Shires AICP

Title and Firm: Principal, Confluence

Project Role: Overall guidance to planning effort

Christopher Shires is a Principal with Confluence and has worked with the City of Bondurant on several projects including the Regional Commercial Master Plan, Building Bondurant Comprehensive Plan, and the Civic Campus Master Plan. Chris has worked as a planner in Central Iowa for nearly 30 years and understands the opportunities of Bondurant. He will help provide overall guidance for this planning effort.



Lorin Ditzler AICP

Title and Firm: Planner, Group Creative Services

Project Role: Project Manager and Community Engagement

Lorin is a community development expert with 15 years of experience helping communities realize their full potential. Lorin has led the creation of comprehensive plans, strategic plans and special issue plans for communities and organizations. She has worked with city leaders and volunteers to fund and implement hundreds of community improvement projects, taking the process from idea to completion. She holds a Masters in Urban Planning, and certification from the American Institute of Certified Planners, with additional training in grant writing and group facilitation.



Alex Braidwood

Title and Firm: Artistic Director, Group Creative Services

Project Role: Lead development of art concepts and designs

Alex Braidwood is a sound artist, media designer, and educator who maintains a practice exploring issues of sustainability at the intersection of art and science. He has exhibited art, led workshops, lectured on his work, and performed live at a variety of events and venues throughout the US, Europe, Asia, and Australia. Alex is currently Director of the Artist-in-Residence program at Iowa Lakeside Lab biological field research station, Associate Professor in the College of Design and faculty in the Human-Computer Interaction program at IowaState University. He also currently serves on the Board of Directors for the Midwest Society for AcousticEcology and the World Forum for Acoustic Ecology.

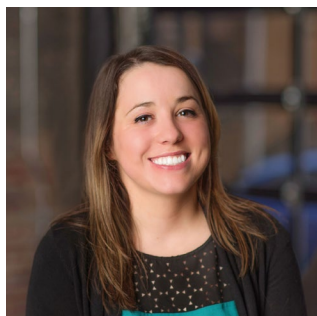


John Aceto ASLA PLA

Title and Firm: Landscape Architect, Confluence

Project Role: Wayfinding design and planning

John Aceto is a licensed landscape architect with Confluence, with experience in master planning and design of wayfinding, monument, and interpretive signage. John has previously worked on the Clive Signage Study, along with many design and construction projects related to signage.



Jane Reasoner AICP

Title and Firm: Senior Planner, Confluence

Project Role: Asset mapping, public engagement, wayfinding

Jane Reasoner is a senior planner with Confluence with experience in a wide range of comprehensive, master, and special area plans. She will assist in asset mapping and inventorying, public engagement design, and wayfinding location identification. She has previously worked with the City of Bondurant on the Regional Commercial Master Plan and the Building Bondurant Comprehensive Plan.

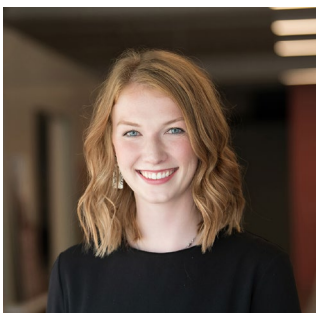


Ryan Hanser APR

Title and Firm: Public Relations Advisor, Group Creative Services

Project Role: Public outreach, project branding, survey design

Ryan Hanser brings 25 years of public relations experience to Group, including service to governments yielding award-winning projects that influence behavior. His work—especially counsel and strategy for travel and tourism clients—has been nationally recognized, and he has chaired the word of mouth practice group across his firm's global offices. He is accredited by the Public Relations Society of America.



Abbey Hebbert AICP

Title and Firm: Planner, Confluence

Project Role: Online engagement, asset mapping and inventory

Abbey Hebbert is a planner with Confluence that has recently worked with the city on the Building Bondurant Comprehensive Plan. Abbey has significant experience with in-person and digital engagement and will also assist in asset mapping and inventorying.



Rachel Buse

Title and Firm: Creative Strategy Advisor

Project Role: Art and Culture strategies

Rachel Buse is a Des Moines sculptor working in soft materials. She received her Bachelor of Fine Arts from the University of Nebraska – Lincoln. In 2015, the Iowa Arts Council awarded Buse an Iowa Artist Fellowship. She's been an artist in residency at the Children's Museum in Pittsburgh, Grinnell City in Grinnell, and Art Farm in Nebraska. Buse looks for opportunities to exaggerate shapes and settings with bold, squishy, large-scale surprises.

WORK PROGRAM AND APPROACH

PURPOSE OF THE PLAN

The Art, Culture and Wayfinding plan will guide Bondurant – including its commissions, city departments, program staff, artists, and stakeholders – to maximize art in supporting the goals, needs and future of its community.

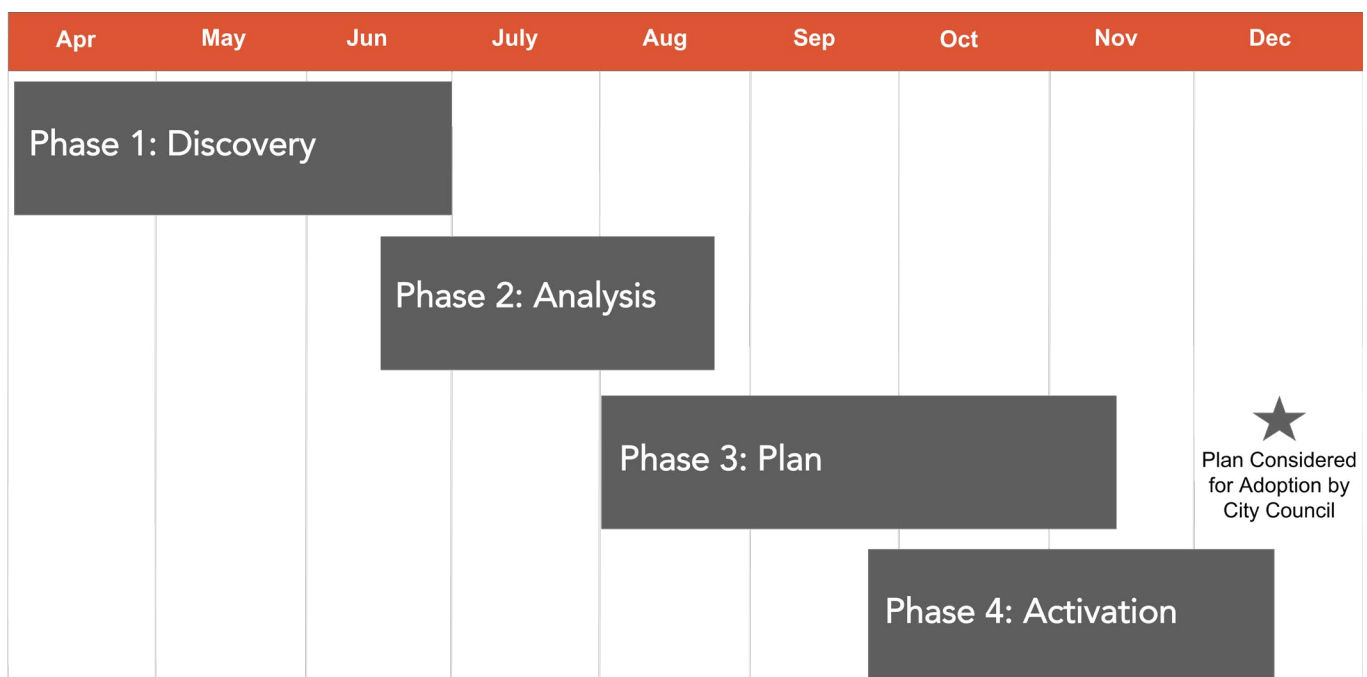
It should include:

- Research of existing city and regional plans, future growth, trends, and critical issues facing the community
- Input from the community, including artists
- Authenticity to the community, responding to its unique qualities
- Recommendations that improve the impact arts and culture can have on the long-term vitality of the community
- A framework to define a sustainable public art program

- A wayfinding system that reflects the community’s unique culture and furthers arts and culture goals
- A set of shared expectations and common language regarding city-supported art
- Policies, procedures and systems supportive of the integration of art in all aspects of city functions
- Articulation of how public art and wayfinding is maximized to serve multiple goals of the community and needs of the residents

We propose an 8-month process that follows four phases, outlined in the following pages. Each phase will naturally run into the next, with some overlap between each.

TIMELINE: APRIL-DECEMBER 2023



PHASE 1

DISCOVERY: PUBLIC INPUT, DATA COLLECTION AND ASSET MAPPING

APRIL - JUNE

BUDGET: \$9,000 (+ OPTIONAL \$2,750)

1.1 Steering Committee

As stated in the RFP, the Parks & Recreation Board will make up the majority of the steering committee. We will work with staff to identify any additional representatives. The committee will meet 4-5 times during the planning effort to advise on the direction of inquiry, test policy recommendations and champion plan adoption and implementation.

1.2 Community Engagement

We will engage Bondurant residents to assess interests in arts programming, cultivate additional leaders and galvanize support for implementation. We'll assess the community's values, attitudes, opinions, gaps in programming and culturally unique assets. What are residents of Bondurant passionate about? What would they like to see in their community?

Input methods will include an online survey, focus groups, interviews with stakeholder groups and a public open house. We recommend coordinating the open house with an existing community event to maximize attendance and participation.

1.3 Data Collection

In addition to seeking input from residents, our team will gather facts about the community to better understand the context for enhanced cultural programming, including:

- Community demographics
- Arts-related entities, programming, assets and needs
- Existing plans and reports—capital improvement plans, municipal comprehensive plan, recently adopted strategic plans, etc.
- Existing facilities and resources available - businesses, government, etc.
- National trends and best practices in wayfinding, arts and culture

1.4 Asset Mapping for Wayfinding

We will create a series of asset maps and an inventory of key community assets, proposed streets, future trails and other data collected during Phase 1. These maps will be analyzed to determine the best location for signs based on asset location, street typology, and likely pedestrian areas within Bondurant today and after future development (as proposed in the Future Land Use Plan). Consideration will be given to the intended audience (cars, pedestrians, or both) as well as restrictions and opportunity of the sites (width of right-of-way, ownership, easement locations, etc.).



OPTIONAL Phase 1 Add-on

1.5 Interactive Engagement Website

Additional Fee: \$2,750

We will create an interactive engagement website to collect feedback for the arts, culture, and wayfinding master plan. The website can be designed to include surveys, image voting, priority ranking, and general forums. A main component of the website would also be either a mapping activity or an ideas wall. Bondurant used a mapping activity as part of its recent comprehensive plan update, which allowed participants to drop a location-based comment directly onto a map of the community. While this remains an option, we would recommend the use of an idea wall as part of this project.

An Idea Wall is a sort of Pinterest-like page of ideas for the community created by users. The benefit of this platform is that users do not need to create any account to post. Participants would be able to upload an image of public art or wayfinding signage that they would like to see in Bondurant. They would also be able to post general comments or ideas about art, culture, or wayfinding signage in the community.

Use of an interactive engagement website allows the city to capture input from residents unable or unwilling to attend an in-person meeting or event. This enables the plan to reach and reflect a wider audience.

Phase 1 Deliverables

- Online survey
- 2-3 focus groups
- 4-10 one-on-one interviews with community leaders and stakeholder groups
- First steering committee meeting (1 of 4)
- Public open house (1 of 2). We suggest coordinating the open house with an existing event to enhance draw.
- *Optional (additional fee):
Interactive Engagement Website:
creation and management*

PHASE 2

ANALYSIS: DISCOVER THEMES AND OPPORTUNITIES

JUNE - AUGUST
BUDGET: \$8,500

2.1 Emerging Themes Analysis

Analysis articulates current cultural assets, uncovers significant opportunities and positions Bondurant's authentic cultural flavor as a vision of the future. A series of emerging themes are honed through our analysis of Phase I data and rooted in its research. The collection of themes will summarize key gaps and opportunities and outline challenges and potential directions for early solutions. These ultimately lead to the vision, mission and values that form the backbone of the final plan.

Residents and key stakeholders can identify the future they desire, but gathering data is not enough. The final plan must be actionable; therefore, not all ideas can move forward. Analysis is the critical step that grounds that vision in Bondurant's changing landscape and matches it to the opportunities and available resources that can make it real.

2.2 Wayfinding Sign Location Map

Based upon analysis of Task 1.4 (Asset Mapping) and other data collected during Phase 1, we will create a detailed draft sign location map that identifies the location, position, and type of sign for each proposed site. We will review this site location map with city staff and members of the Steering Committee to receive initial feedback. An updated site location map will be prepared to share at the public open house in Phase 3. Once sites are confirmed by all interested parties, we will finalize the map and its recommendations.

Deliverables

- Emerging themes document summarizing key points discovered from Phase I including:
 - Key placemaking themes that ensure future arts and culture programming and projects are rooted in Bondurant's authentic sense of place
 - Outline of gaps and opportunities for art and culture programming and projects aligned with civic programs and goals
 - Key community issues primed for innovation
 - Potential strategies for support mechanisms, systemic integration of the arts, sustainable funding
 - Potential areas for art integration
 - Recommendations based on feedback and findings as to how Bondurant could boost the area as a place that engages the arts as a means of improved community livability and economic development
- First draft of wayfinding sign location map
- Present "emerging themes" and location map to committee and City Council
- Steering committee meeting (meeting 2 of 4)
 - Review emerging themes and wayfinding location map and receive feedback

PHASE 3

PLAN: DEVELOP VISION AND PLAN

AUGUST - NOVEMBER

BUDGET: \$18,000

3.1 Mission, Vision and Strategies

A clear sense of direction and vision is needed from the start in order to secure commitment from key stakeholders and to attain the necessary support for subsequent planning, programming and fundraising.

Our team will work with stakeholders to develop vision and mission statements, building on the work of Phases 1 and 2. The statements form the basis of the 10-year plan, which will include specific strategies and tactical steps for implementation. We will then support additional planning for implementation by outlining activities, programs, and processes that will be integral to the work of City staff and/or local organizations to implement the strategies in the plan. We will provide a draft plan, seek feedback from stakeholders, and then provide a revised and final plan.

3.2 Final Wayfinding Map and Phasing Plan

We will identify a thoughtful phasing plan for the sign location map based on the following variables:

- Estimated cost of sign installation
- Availability of land (ownership, easements, etc.)
- Type of signage
- Nearby planned development and improvements

We want this plan to be implemented and therefore take a lot of time to engage the city and elected officials in a discussion of realistic constraints and opportunities to guide phasing.

Deliverables

- Mission and vision statements
- Ten year art, culture and wayfinding plan that will:
 - Align with other community initiatives to ensure the arts are part of solutions towards long-term community vitality
 - Identify funding sources and implementation partners
 - Map locations and identify themes for public art amenities
 - Outline a framework for a sustainable public art program, including procedures for art selection and maintenance
 - Present prioritized recommendations for art and culture initiatives, policies, and procedures
 - Recommend arts integration into specific upcoming CIP projects and other programming alignments already budgeted for by the municipal government
 - Meet the requirements for public art grants, such as Bravo
 - Provide a wayfinding signage policy, phasing plan, and location map
 - Give examples of art projects in other communities for context and inspiration
 - Guide Parks & Recreation board on how to implement the plan
 - Provide concept designs for ARTocka and wayfinding signs - **see phase 4**
- Open house (or similar public event) to seek community input on draft plan (2nd of 2 open houses. We recommend coordinating with an existing event that has a large draw)
- Present draft plan to steering committee (Parks & Rec Board) and city council

PHASE 4

ACTIVATION: CONCEPT DESIGN

OCTOBER - DECEMBER
BUDGET: SEE BELOW

Phase 4 allows Bondurant to take the first steps of plan implementation, by providing detailed concepts for the ARTocka trail loop, wayfinding signs and another priority site.

4.1 ARTocka Trail Loop Concept (\$5,500)

We will facilitate a concept design for the ARTocka trail loop, to develop a cohesive vision for the series of installations.

We will start by generating an artist request for proposals (RFP) outlining project goals, scope, themes, timeline, budget, site considerations and project constraints. The steering committee (or another group of the city's choosing) will work with Group Creatives to select a multi-disciplinary team of artists that will be paid to fully develop concepts for the site including drawings, budgets and timelines.

4.2 Site-Specific Art Installation Concept (\$6,000)

During the planning process, we will identify sites that would benefit from an art installation, such as a new building, sidewalk replacement, park or roadway. We will facilitate the creation of a detailed design for an art installation at one site that has been identified as a priority, based on the input and information gathered in phases 1-3. We will select 3 artists to develop concepts, and support a juried process to select the final design. As an optional add-on service, we can provide concepts for additional sites at a cost of \$6,000 per site.

4.3 Wayfinding Sign Design Details (\$16,000)

While we understand the general theme of signage must be consistent with the City's Branding Guide, we also believe there is value in receiving additional public and artist input to integrate into the signage design. We want the signage to be recognizable as uniquely Bondurant, while also allowing for artistic creativity to ensure the wayfinding is engaging and vibrant. This will further allow the arts and culture planning elements to be combined into the wayfinding signage master plan.

Based on public input and alignment with the results of Phases 1-3, we will assist by identifying specifications for fabrication, dimensions, materials, colors, and installation requirements for each sign type. Once a series of signage concepts are selected, high-level cost estimates for construction and manufacturing, installation, and long-term maintenance will be provided. This will include design development level drawings *but no electrical or structural engineering is included*.

Deliverables

- Call for proposals sent out to local and/or national artists
- ARTocka trail loop concepts developed
- Site-specific art installation concept
- Meeting(s) with Steering committee to present final plan and concepts (1-2 meetings)
- Development level drawings for wayfinding signs
- Specifications for fabrication for each sign type (dimensions, materials, colors, etc)
- Presentation of final plan and concepts to city council

Plan Format and Delivery

The plan and concept designs will be delivered digitally and as a collection of digital assets to ensure the plan can remain useful in many contexts and situations. The best plan means very little if people don't access it or utilize it as a catalyst for progress and positive change.

The full plan - including all of the research, data, observations, resources, recommendations, and action items - will be available as a PDF. We will provide a high-quality PDF fit for printing as well as a web-friendly PDF that can be embedded into any existing web page.

Other deliverables include:

- Visual assets for use in presentations, websites, etc

- Key talking point presentation slides
- Thematic presentations to enable conversations with different audiences and community stakeholders
- A toolkit / road map for accessing arts in and for your community based on our findings
- Visualization graphics of key data / findings resulting from the community-focused research
- A single place online to easily access the items listed above
- ArcGIS map files

Each community is unique and often projects like this uncover new opportunities throughout the process. Additional deliverables may be created and provided to activate the plan's findings and engage the community in the work being done.



OUR APPROACH TO PUBLIC ART

Public art has become more complex, process oriented, collaborative and experimental. Artists of all disciplines wish to engage and enhance our communities in new ways, creatively addressing a community's needs, such as the environment, community health, cultural diversity, youth development, and attracting tourists.

Public artwork facilitates advancement of civic goals by expressing community interests, providing distinct character, and offering greater understanding of the art's site and its utility. For example, artwork located near the site of new stormwater infrastructure might facilitate understanding of watershed management as environmental stewardship and its importance to flood control. Art can engage with its site such that "the medium is the message."

As the field of public art rapidly expands, cities are finding new ways to maximize their investment in public art, to the benefit of their economy, their culture and their community. Group Creative Services exists to facilitate this transformation.

GROUP CREATIVE SERVICES VISION

In addition to beautifying our shared spaces, public art goes beyond murals, monuments and memorials. It offers more than decoration or information, and should not be simply a new version of projects seen elsewhere.

Public art contributes to placemaking, opens a process of seeing anew, shifts the ground beneath our feet, and generates transformations in experience and perception.

Public art creates a sense of connection to place - a sense of belonging, of community, of service. It generates new forms of dialogue and creates a recognition of something shared, perhaps hard to define. It challenges by raising questions that may remain unresolved.



OUR APPROACH TO WAYFINDING

Wayfinding is a marriage between public art and mapping, and a wayfinding master plan is a natural progression of a community-driven discussion of public art and culture within Bondurant. At its most basic level, wayfinding signage does not require aesthetics or personality. As long as signage tells people where they are now and where they can head next, it is accomplishing its basic function. However, this more utilitarian approach to wayfinding signage does little to reflect community interests or character. When combined with an arts and culture plan, however, wayfinding signage can be another expansion of public art throughout the community.

Among other quality of life factors such as schools, safety, and parks, a strong sense of place has become paramount to sticking out as a community of choice for Central Iowa residents. An immediate first step in the fine tuning of a sense of place is enhancing how a visitor is greeted at entrances and experiences the community. Direct communication with all visitors and residents is not always possible and it is through signage and other visual elements such as public art that people can discover what the character of Bondurant is in addition to the location of various community gems.

Our team will identify important existing and future gateways to help understand how wayfinding signage can be used to make a great first impression into a community. We will rely on the work previously completed as part of the Building Bondurant Comprehensive Plan and other planning work. We will also inventory important assets, key corridors, and other points of interest within Bondurant to determine where people may want to have directions to visit. Public input will be taken to help determine other sites are of interest within the community and the type of wayfinding signage they enjoy or think best represents Bondurant.

We understand the importance of crafting authentic design recommendations that communicate a unique “spirit” for each community we serve.



BUDGET SUMMARY

Detailed explanations of each phase are provided in the “work program” section. We have provided subtotals for each phase. The scope can be adjusted to fit budget needs.

PHASE I APR-JUN	DISCOVERY Public input, data collection and asset mapping	\$9,000
PHASE II JUN-AUG	ANALYSIS Discover themes and opportunities	\$8,500
PHASE III AUG-NOV	PLAN Develop vision and plan strategies	\$18,000
PHASE IV OCT-DEC	ACTIVATION ARTocka concept design Site-specific art installation design Wayfinding sign design details	\$5,500 \$6,000 \$16,000
TOTAL	ART, CULTURE, & WAYFINDING PLAN	\$63,000
OPTIONAL ADD-ONS		
<i>PHASE I ADD-ON</i>	<i>Interactive Engagement Website</i>	<i>\$2,750</i>
<i>PHASE IV ADD-ON</i>	<i>Additional Site-Specific Art Installation Concept</i>	<i>\$6,000</i>
<i>TOTAL</i>	<i>ART, CULTURE AND WAYFINDING PLAN WITH OPTIONAL ADD-ONS</i>	<i>\$71,750</i>

BUDGET BY TOPIC AREA		
ART & CULTURE		\$37,000
WAYFINDING		\$26,000

EXPERIENCE

GROUP CREATIVE SERVICES



City of Grimes Public Art and Culture Plan

<https://groupcreatives.com/grimes-public-art-master-plan>

Commission by City of Grimes

Year Completed - 2022

Primary Discipline - Public Art

Art in Public Spaces

Description

Beginning in 2020 and completed in 2022, the City of Grimes, IA participated in civic input and comprehensive research processes to build an inventory of cultural supports ready to implement to maximize economic and quality of life growth opportunities.

Grimes Public Art and Culture Master Plan offers a vision that aligns visual and thematic touches with citizens' cultural values, supported by the City's goals and strategies. Integrating cultural features and programming with existing city investments will save money and deliver on the intentions of the strategic plan. Among many, these intentions include beautifying shared spaces and building a sense of place within Grimes that make citizens proud and bring visitors back.



River Constellation

<https://groupcreatives.com/water-works-river-constellation>

Commission by Water Works Park Foundation

Medium - Light & Sound

Budget / Value - \$250,000

Year Completed - 2019

Primary Discipline - Sculpture

Art in Public Spaces

Description

Designed by artists Beau Kenyon and Natalia Zubko, River Constellation appears to flow horizontally, mimicking the circuitous path of the adjacent Raccoon River through vertical poles featuring orbs of light and nature sounds, inscribed with the names of park donors. This project was part of a much larger master planning effort to revitalize a large urban park with its own multi-year robust community engagement process. Through the development of major park infrastructure projects including a large amphitheater, many memorial trees were lost. This sculpture is part of honoring those memorials. Several of the family members that lost memorial trees were part of the art solicitation and selection process.

<https://www.nataliazubko.com>

<https://www.beaukenyon.com>

<https://www.dsmwaterworkspark.com>



Topeka, KS Public Art and Culture Plan

<https://groupcreatives.com/topeka-plan>

Commission by ArtsConnect Topeka, KS

Year Completed - 2022

Primary Discipline - Public Art

Art in Public Spaces

Description

Topeka's Arts and Culture Master Plan helps civic leaders and stakeholders rely on the expertise of artists for creative problem-solving; this plan guides investment to align cultural production with established community priorities, maximizing benefits while reducing risks.

Building a beautiful, welcoming and connected Topeka directly addresses the community's biggest challenges – perception issues on crime, division and lack of opportunity, as well as younger people leaving town.





Unite

<https://groupcreatives.com/unite>

Commission by Viva East Bank!

Budget / Value - \$5,000

Year Completed - 2016

Primary Discipline - Public Art Mural

Art in Public Spaces

Description

To help create a sense of (comm)unity through public art at Martin Luther King Jr. Park, Group Creatives collaborated with local artist Jordan Weber. Weber worked with local community members to develop the vision to paint the word “United” in five languages on the park’s popular basketball court to represent unity through play. The five languages – English, Spanish, Croatian, Arabic, and French – are those spoken by members of the local neighborhood. To commemorate the newly painted court, project sponsors Viva East Bank and the local neighborhood association hosted a free barbecue for neighborhood residents.

<https://www.pchtf.org/about-us/recent-news/viva-east-bank/>



Artwork Title - Transit Troubadours

<https://groupcreatives.com/transit-troubadours>

Commission by Bravo Greater Des Moines

Budget / Value - \$5,000

Year Completed - 2017

Primary Discipline - Performance Art

Art in Public Spaces

Description

Local performers including theater students, portrait artists, and popular local musicians spontaneously entertained DART bus passengers over five days as a demonstration project to address the “Every day, Everywhere Art” gap highlighted in the recently completed Regional Cultural Assessment by this regional art funder.

<http://bravogreaterdesmoines.org>

<https://bravogreaterdesmoines.org/regional-cultural-assessment/>



Ankeny High Trestle Trail Experience Master Plan

<https://groupcreatives.com/ankeny-htt-plan>

Commission by the City of Ankeny

Budget / Value - \$35,000

Year Completed - 2020

Primary Discipline - Public Art and Culture Plan

Art in Public Spaces

Description

This public art and culture plan integrates art into public infrastructure to create unique experiences along Ankeny's anchor segments of the High Trestle Trail to drive tourism, economic development and community connectedness. Community engagement strategies utilized include community surveys, individual interviews, focus groups and meetings with city committees.

<https://www.polkcountyiowa.gov/conservation/parks-trails/high-trestle-trail/>



Des Moines' First Municipal Artist in Residency Project

Des Moines Municipal Artist in Residency Pilot

<https://groupcreatives.com/air-municipal-residency>

Commission by Invest DSM and Bravo Greater Des Moines

Budget / Value - \$25,000

Year Completed - 2020

Primary Discipline - Public Art

Art in Public Spaces

Description

Group guided a nine-month Artist in Residence pilot aimed to demonstrate that civic goals can be realized faster and better when the arts play a leading role, embracing a process without a known outcome. Specifically, the work aimed to develop a sense of place for a business district, making the ideas of business owners and adjoining neighbors visible and influencing shared identity for future transformative effects. Here Group guided the partners in this pilot project including support for selecting an artist and project advising along the way.

<https://investdsm.org>

<http://bravogreaterdesmoines.org/>



Borealis

<https://groupcreatives.com/operation-downtown>

Commission by Operation Downtown and
Greater Des Moines Partnership

Medium: Light

Budget / Value - \$25,000

Year Completed - 2021

Primary Discipline - Installation

Art in Public Spaces

Description

The underside of downtown Des Moines' 8th Street Viaduct near Mulberry St. is a poorly lit, dreary, concrete wasteland, bordered with parking ramps and lots on all exposed sides. BOREALIS designed by artist Alex Braden installation features brightly colored LED lights that will turn the viaduct into an ethereal space to pass through – and even a destination that pedestrians will go out of their way to experience. This art installation is in response to safety concerns raised in surveys and outreach by Operation Downtown to business owners and residents.

<https://www.dsmpartnership.com/operationdowntown/>



Drop In

<https://groupcreatives.com/ankeny-drop-in>

Commission by the City of Ankeny

Budget / Value - \$225,000

Year Completed - 2023

Primary Discipline - Sculpture

Art in Public Spaces: Y

Description

Drop In sculpture integrates seamlessly with a single-stall unisex ADA bathroom trail amenity. Whether trail users are entering Ankeny or leaving on a High Trestle Trail adventure, this project may be the first ever public art installation to house a public bathroom.

The structure resembles a craftsman-style house with an elevated front porch and overhang that protects a picnic area from the sun, rain and other elements. Two swings will be installed on the porch and picnic tables will be set up under the overhang. Also included will be bike racks, a bike repair station, water fountain and a restroom. A gramophone is also planned.

“Drop In is designed for visitors traveling the High Trestle Trail,” wrote artist Matthew Mazzotta of Canton, N.Y., to the city of Ankeny. “Visitors will use this structure for rest, use the restroom, get water, eat at the tables, repair a bicycle, listen to music on the custom-design gramophone or swing on the porch.”



City of Altoona Public Art Master Plan

<https://groupcreatives.com/altoonas-master-plan>

Commission by City of Altoona

Year Completed - 2018

Primary Discipline - Public Art

Art in Public Spaces

Description

When conducting research for the city of Altoona's public art plan, Group Creative Services supplemented traditional research methods with in-person community interviews facilitated by portrait artists during the annual Breakfast with Santa. The free portraits were a survey incentive, and also helped spark the notion that public art can move beyond typical murals and sculptures.

A key focus of Altoona's resulting public art plan was to make town entrances and arteries more visually pleasing and welcoming. Work is now underway to integrate public art in upcoming transportation infrastructure projects for the growing city.

The plan also led to forming a local arts committee to implement the types of memorable public-art experiences desired by community members. These could range from a traveling front-porch concert series, to a "museum of dropped things" collected from anonymous roller coaster riders at nearby Adventureland, to temporary visual art and sound installations along the city's popular bike paths.

<https://www.altoona-iowa.com>



Altoona First Avenue Roundabout

<https://groupcreatives.com/altoona-roundabout>

Commission by City of Altoona

Budget / Value - \$25,000

Year Completed - 2022

Primary Discipline - Installation

Art in Public Spaces

Description

As the city of Altoona, Iowa, embarks on a series of major infrastructure improvements, they asked Group to help integrate site-specific public art into the construction process.

The first sculpture being integrated with these city improvements is Woven Lines, an important focal point for the new 1st Avenue roundabout. 1st Avenue is one of Altoona's main entry points, serving as a city gateway. The 12-foot high, 65-foot diameter sculpture will define and anchor the 1st Avenue Corridor while complimenting the surrounding landscape. Woven Lines is constructed using the universal ribbed guardrail seen on public roadways across America. This simple component flows into the striking form of a massive overhand knot -- a symbol of the town's continued dedication to community. The sculpture will be equally appealing after dark, with reflective tape and dramatic lighting highlighting the piece's contours and curves. This artwork comes as an implementation phase of their public art master plan which had robust engagement including surveys at pancakes with Santa as well as focus groups and individual interviews. The art selection for Woven Lines included a group of city staff, local chamber staff, an elected official and citizens.

REFERENCES

GROUP CREATIVE SERVICES

Dean O'Connor
Mayor
City of Altoona
(515) 967-5136
doconnor@altoona-iowa.com

Derek Lord
Economic Development Director
City of Ankeny
(515) 965-6430
DLord@ankenyiowa.gov

Sally Dix
Executive Director
Bravo Greater Des Moines
(515) 243-0388
sally@bravogreaterdesmoines.org

EXPERIENCE AND REFERENCES

CONFLUENCE

OVER 35 SIGNAGE PROJECTS IN THE MIDWEST

PARKS + RECREATION

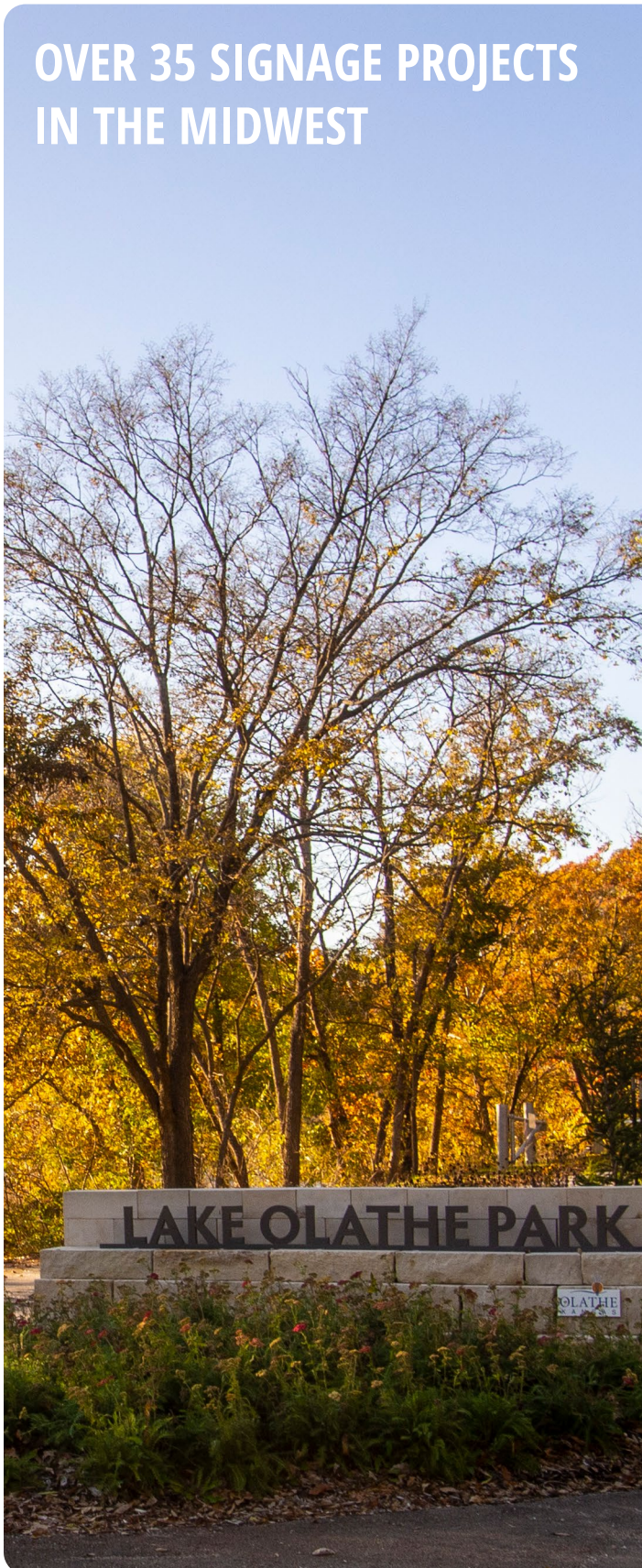
- Kansas City Zoo Billy Goats / Kansas City, Missouri
- North Dakota Parks and Recreation
- Garden Rapids at the Big Pool / Garden City, Kansas
- Mary Jo Wegner Arboretum / Sioux Falls, South Dakota
- Waukee, Iowa
- Blue Springs, Missouri
- Clive, Iowa
- Overland Park, Kansas
- Lake Olathe / Olathe, Kansas
- McKennan Park / Sioux Falls, South Dakota
- The Corn Palace / Mitchell, South Dakota
- Greenwood Park Rose Garden / Des Moines, Iowa
- Route 66 Park / Marshfield, Missouri
- Wornall/Majors Museum / Kansas City, Missouri
- Children's Museum of South Dakota / Brookings, South Dakota
- Kirby Dog Park at Fort Sod / Sioux Falls, South Dakota

CITY IDENTITY SIGNAGE

- Mount Vernon, Illinois
- Urbandale, Iowa
- Brookings, South Dakota
- Clive, Iowa
- Independence, Missouri
- Overland Park, Kansas
- Carroll, Iowa
- North Kansas City, Missouri
- Main Street / Kansas City, Missouri
- 14th Street / Denver, Colorado
- Sioux Falls, South Dakota
- Walnut Street / Des Moines, Iowa
- City Market / Kansas City, Missouri

CAMPUS IDENTITY

- Aspiria / Overland Park, Kansas
- Bluhawk / Overland Park, Kansas
- Kettlestone / Waukee, Iowa
- Highland Bridge Development / St. Paul, South Dakota
- UNL Academic Recognition / Lincoln, Nebraska
- Creighton University / Omaha, Nebraska
- Kansas City University / Kansas City, Missouri
- Drake University / Des Moines, Iowa
- Kansas State University / Manhattan, Kansas
- Dordt College / Sioux City, Iowa
- KU Docking Gateway / Lawrence, Kansas





URBANDALE SIGNAGE MASTER PLAN

The Urbandale Signage Master Plan helped identify a vision, theme, and implementation plan for all future monument signage for the City of Urbandale.

Urbandale is contiguous to other cities and its corporate boundaries are not consistently marked to distinguish Urbandale from other suburban cities. Confluence led a multi-disciplinary design team to develop a signage master plan that identified a signage family for the city's main gateways and included a hierarchy of signage types. The study inventoried existing city signs and made recommendations for new signs that incorporated the newly developed city logo and branding.

Confluence worked with City staff to put formulate a master plan for the Community Entrance Monuments including a map diagram showing the locations for Phases 1 and 2. Confluence is currently working on Phase 3. The design documents developed materials, typography and colors palette to theme the various monument types located at main intersections and city limits. Lastly, the master plan included an implementation plan and a magnitude cost estimate that has been used with the City's Capital Improvements Plan (CIP) to layout funding for future years.

PROJECT DETAIL

Location

Urbandale, Iowa

Client

City of Urbandale, Iowa

Services

Signage Master Plan, Signage Design and Detailing, Signage Layout, Landscape Plan

CLIENT CONTACT

John Larson

Director of Engineering and Public Works

515.278.3950





CLIVE SIGNAGE STUDY

Confluence was engaged by the City of Clive, Iowa, to design new signage for their City Hall and Creekside Park. To develop these sign designs, Confluence had to work within the overall branding for the city while also integrating site-specific design elements. These new thematic signs integrate the use of stone, precast stone, landscape, lighting, sculpture, and other enhancement features. They were designed to create a welcoming sense of arrival into the community.

Our team prepared numerous design concepts for consideration, including extensive use of illustrations to depict the proposed configurations and locations of these signs. Confluence worked on sign design and detailing through project construction and completion.



PROJECT DETAIL

Location

Clive, Iowa

Client

City of Clive, Iowa

Services

Signage Design, Construction Documents

CLIENT CONTACT

Richard Brown
Director of Leisure Services
515.453.2221
rbrown@cityofclive.com

Probable Construction Cost Opinion*					North Side	
Item	Qty	Unit	Unit Cost	Item Total	Remarks	
Signage	1	LS	5,500.00	5,500.00		
Foundation	1	LS	2,500.00	2,500.00		
Landscaping	1	LS	2,000.00	2,000.00		
Subtotal				10,000.00		
Contingency (10%)				1,000.00		
Total				11,000.00		
Signage	1	LS	5,500.00	5,500.00		
Foundation	1	LS	2,500.00	2,500.00		
Landscaping	1	LS	2,000.00	2,000.00		
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Foundation	1	LS	2,500.00	2,500.00		
Landscaping	1	LS	2,000.00	2,000.00		
Subtotal				10,000.00		
Contingency (10%)				1,000.00		
Total				11,000.00		

CONFLUENCE



NORTH KANSAS CITY GATEWAY AND WAYFINDING SIGNAGE

This gateway feature welcomes people to North Kansas City, and will soon be complimented by additional wayfinding signage and entry sign features.

Confluence led the visioning and master planning process with the City Council serving as our Steering Committee, and developed a cohesive vision for the City’s gateway entry areas and wayfinding signage focused on their Downtown District.

The master plan reinforces a strong and unique civic identity while complimenting the proposed streetscape enhancements designed by our team for the adjacent Burlington Corridor. Proposed elements include several gateway entry signs, a Downtown archway, and community wayfinding signage. Each design feature shares similar aesthetic characteristics, creating a cohesive visual appearance. The archway has been completed, with additional improvements slated to be constructed incrementally over time.

PROJECT DETAIL

Location

North Kansas City, Missouri

Client

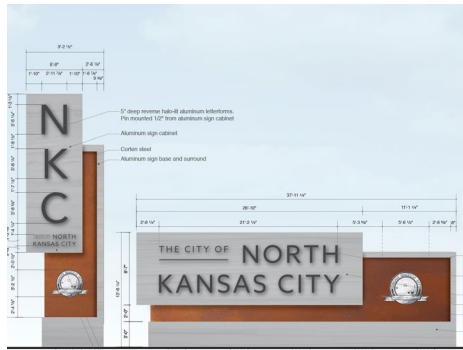
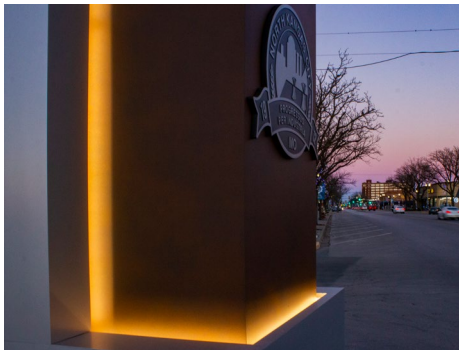
City of North Kansas City,
Missouri

Services Provided

Archway Design Intent Drawings
and Landscape Plans

CLIENT CONTACT

Sara Copeland
Director of Planning
(Now with Burns & McDonnell)
816.333.9400





BROOKINGS SIGNAGE + GATEWAY

To highlight the City's new brand identity, our team developed a family of signs of varying size and scale for use throughout the community.

These new thematic signs and gateway features integrate the use of stone, precast stone, landscape, lighting, large scale sculpture, monument and wayfinding signage and other enhancement features. They were designed to create a welcoming sense of arrival into the community. Our team prepared numerous design concepts for consideration, including extensive use of illustrations to depict the proposed configurations and locations of these signs. The project included fly-through videos and a phased implementation plan and budget.

PROJECT DETAIL

Location

Brookings, South Dakota

Client

City of Brookings, South Dakota

Services

Signage Design and Detailing,
Signage Layout, Landscape Plan

CLIENT CONTACT

Mike Struck
Community Development Director
605.692.6629





ASPIRIA CAMPUS SIGNAGE MASTER PLAN

Following the acquisition of the existing Sprint Campus corporate headquarters, this project will transform and reposition the campus into an energized multi-tenant mixed-use district including a second headquarters location for the new T-Mobile.

As the second-largest office campus in the U.S., this institutional office complex was originally crafted to serve the needs of the Sprint Corporation. This project involves a transformation of the physical environment, amenity offerings, and the functional configuration of uses within the campus that will include new commercial, hospitality and residential components. The program includes additional new development to introduce retail, food and entertainment opportunities within the campus to create an attractive, connected and vibrant modern work environment.

In addition to the site plan, Confluence is developing the signage master plan. Using the previously designed logo, our team developed and branding system involving materials, technology, typography and color palette. The signage master plan involves programming, entry monuments, secondary monuments, pedestrian wayfinding, vehicular wayfinding and building signage.

PROJECT DETAIL

Location

Overland Park, Kansas

Client

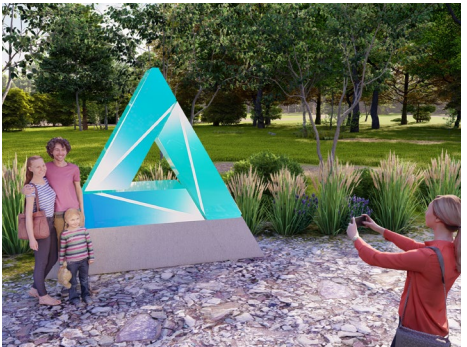
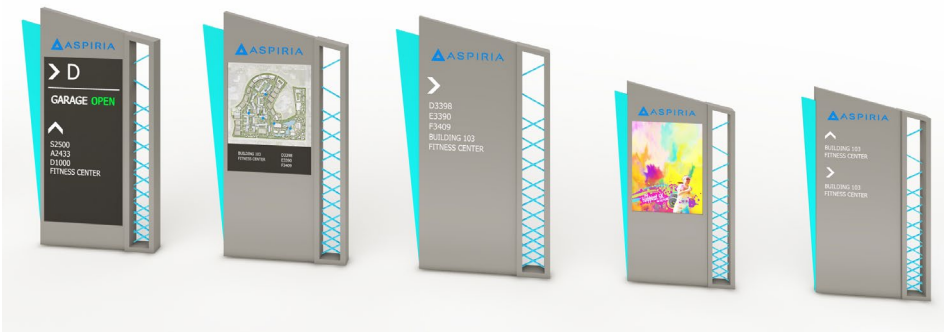
Occidental Management, Inc.
Hoefer Welker Architects

Services

Programming - Construction Documents

CLIENT CONTACT

Gary Oborny, CEO
Occidental Management, Inc.
316.262.3331
gary@occmgmt.com





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

Item No. 6.e.
For Meeting of 4/17/2023
Resolution

TITLE: - Resolution approving moratorium on site plans with granular outdoor storage areas through July 11, 2023.

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: On September 26, 2022 the Bondurant City Council adopted the Building Bondurant Comprehensive Plan. Chapter 4 of the Building Bondurant Comprehensive Plan addresses the topic of Land Use. Throughout the public engagement process, the topic of economic and industrial development was discussed with the recommendation to strengthen the City's Zoning Code. Action item 1C of Chapter 4 states, "Update the zoning and subdivision regulations to support the Future Land Use Plan and any goals, policies or action items included in the plan. The zoning code and subdivision regulations should be amended as needed to support the Future Land Use Plan. Rezoning can be aided by the Zoning Compatibility Matrix." Chapter 4 further guides that "Proper landscaped buffering and site design should occur to minimize the impact of the business park / light industrial uses on other nearby uses." Chapter 6 of the Building Bondurant Comprehensive Plan addresses Economic Development. Action Item 9C guides that the City should, "Continue to incentivize business development and expansion in a strategic manner."

It is anticipated that on May 11, 2023, the Planning & Zoning Commission will hold a public hearing to consider a Zoning Code text amendment regarding the topic of outdoor storage requirements, specifically that outdoor storage areas should be hard surfaced. It is also anticipated the City Council will hold a public hearing on this same topic during their meeting on May 22, 2023.

The attached resolution would establish a moratorium on the approval of site plans with granular outdoor storage areas through July 11, 2023. Specific language related to the outdoor storage area requirements will be discussed in detail by both the Planning and Zoning Commission and City Council at future meetings.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Discussion and consideration of the attached resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230417-XXX

CITY OF BONDURANT
RESOLUTION NO. 230417-74

RESOLUTION PLACING A MORATORIUM ON THE APPROVAL OF SITE PLANS
WITH GRANULAR OUTDOOR STORAGE AREAS

WHEREAS, on September 26, 2022, the Bondurant City Council adopted the Building Bondurant Comprehensive Plan; AND

WHEREAS, throughout the public engagement process of the Building Bondurant Comprehensive Plan, throughout the public engagement process, the topic of economic and industrial development was discussed with the recommendation to strengthen the City's Zoning Code; AND

WHEREAS, the Building Bondurant Comprehensive Plan Chapter 4 Action Item 1C states: "Update the zoning and subdivision regulations to support the Future Land Use Plan and any goals, policies or action items included in the plan. The zoning code and subdivision regulations should be amended as needed to support the Future Land Use Plan. Rezoning can be aided by the Zoning Compatibility Matrix."; AND

WHEREAS, The Building Bondurant Comprehensive Plan Chapter 4 further guides: "Proper landscaped buffering and site design should occur to minimize the impact of the business park / light industrial uses on other nearby uses."; AND

WHEREAS, The Building Bondurant Comprehensive Plan Chapter 6 addresses Economic Development. Action Item 9C guides that the City should, "Continue to incentivize business development and expansion in a strategic manner.; AND

WHEREAS, the City Council has determined that it is in the best interest of the City to immediately study and review for possible text amendments to the Zoning Code concerning granular outdoor storage; AND

WHEREAS, the City Council deems it appropriate that during the period of study and review, and prior to adoption of any text amendments to the Zoning Code concerning granular outdoor storage areas, that a moratorium on the approval of site plans showing granular outdoor storage areas be declared for a reasonable period of time in order to provide the time necessary to study and possibly bring forward text amendments to the Zoning Code regarding granular outdoor storage areas.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that a moratorium is hereby placed on the approval of site plans with granular outdoor storage areas.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, that the moratorium shall take effect immediately and shall expire at 8:00 a.m. on Tuesday, July 11, 2023, or upon enactment of an ordinance amending the

Zoning Code relative to granular outdoor storage areas.

Passed this 17th day of April 2023

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 COUNIL
BONDURANT, IOWA
AGENDA STATEMENT

Item No. 6.g.
For Meeting of 4/17/2023
Resolution

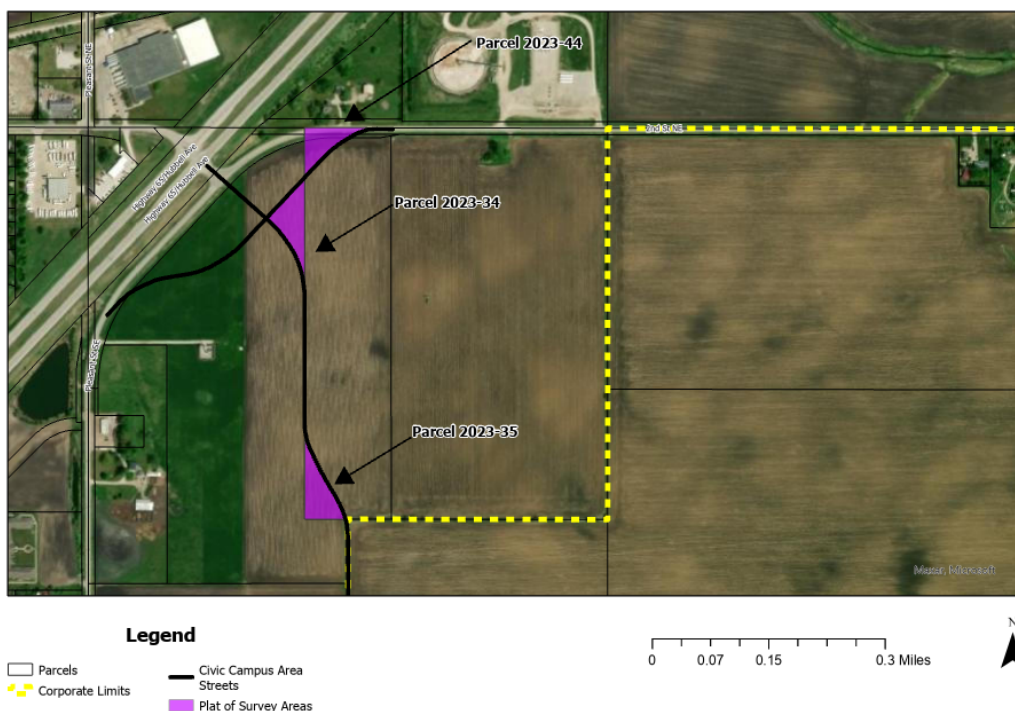
TITLE: -RESOLUTION: Considering recommended approval of the Civic Campus/Myers 1 Plats of Survey.

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Veenstra & Kimm, on behalf of the City of Bondurant, has submitted three Plats of Survey for review. The three Plats of Survey are located in the area of the proposed Campus Drive SE/2nd Street NE/Pleasant Street SE street/intersection realignment project associated with the Civic Campus Master Plan area. The plat of survey areas fall outside of any right-of-way areas needed as a result of this street project. Creating these plats of survey will allow the City to move forward with discussions with the property owner immediately east of the proposed Campus Drive SE street area regarding potential land swaps of these triangular pieces. The area map below shows the plat of survey areas in purple.

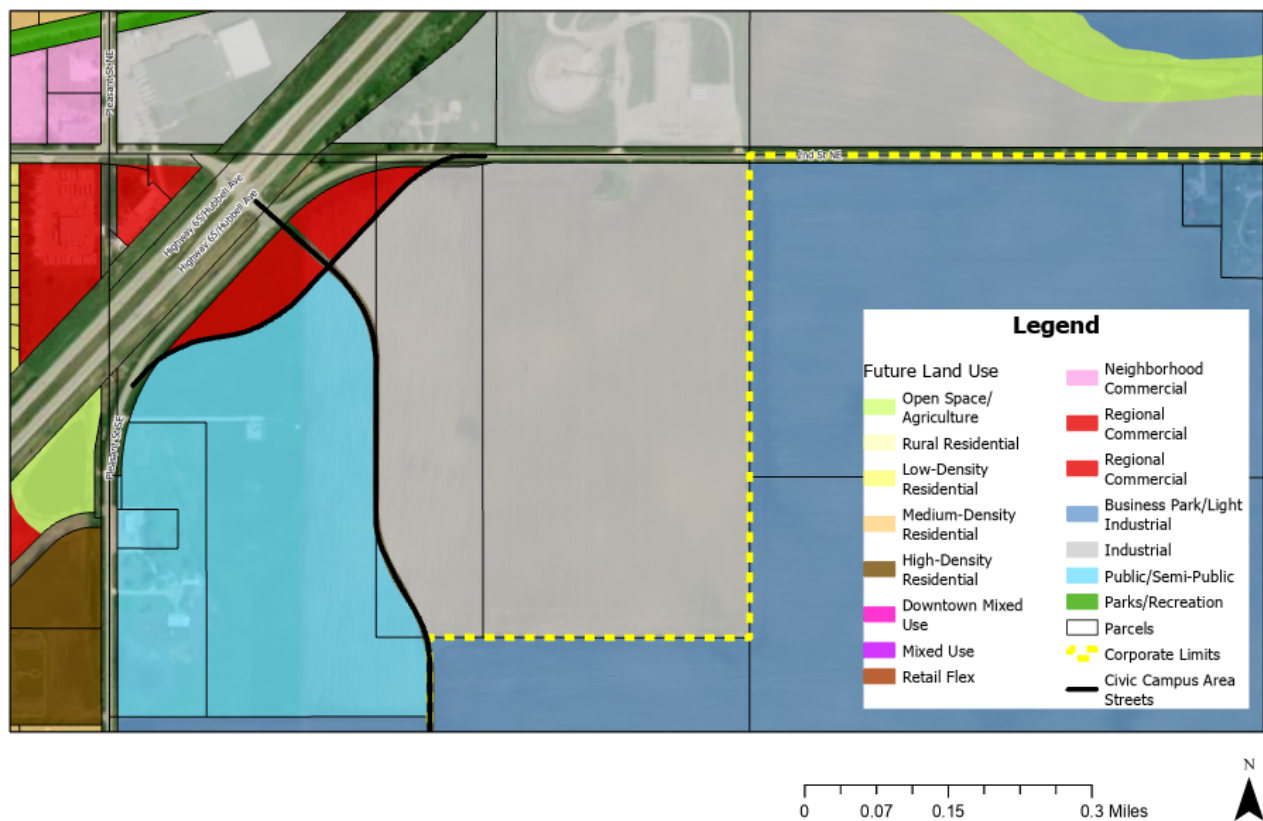
Civic Campus Area - Plats of Survey



The three Plats of Survey would create Parcel 2023-34, Parcel 2023-35 and Parcel 2023-44. Parcel 2023-34 is 0.54 acres in size and is currently located on Parcel ID 231/00072-002-006. Parcel 2023-35 is 0.56 acres and is currently located on Parcel ID 231/00021-009-001. Parcel 2023-44 0.38 acres, however 0.23 acres are right-of-way area resulting in a net area of 0.15 acres. Parcel 2023-44 is located on Parcel ID 231/00021-009-001.

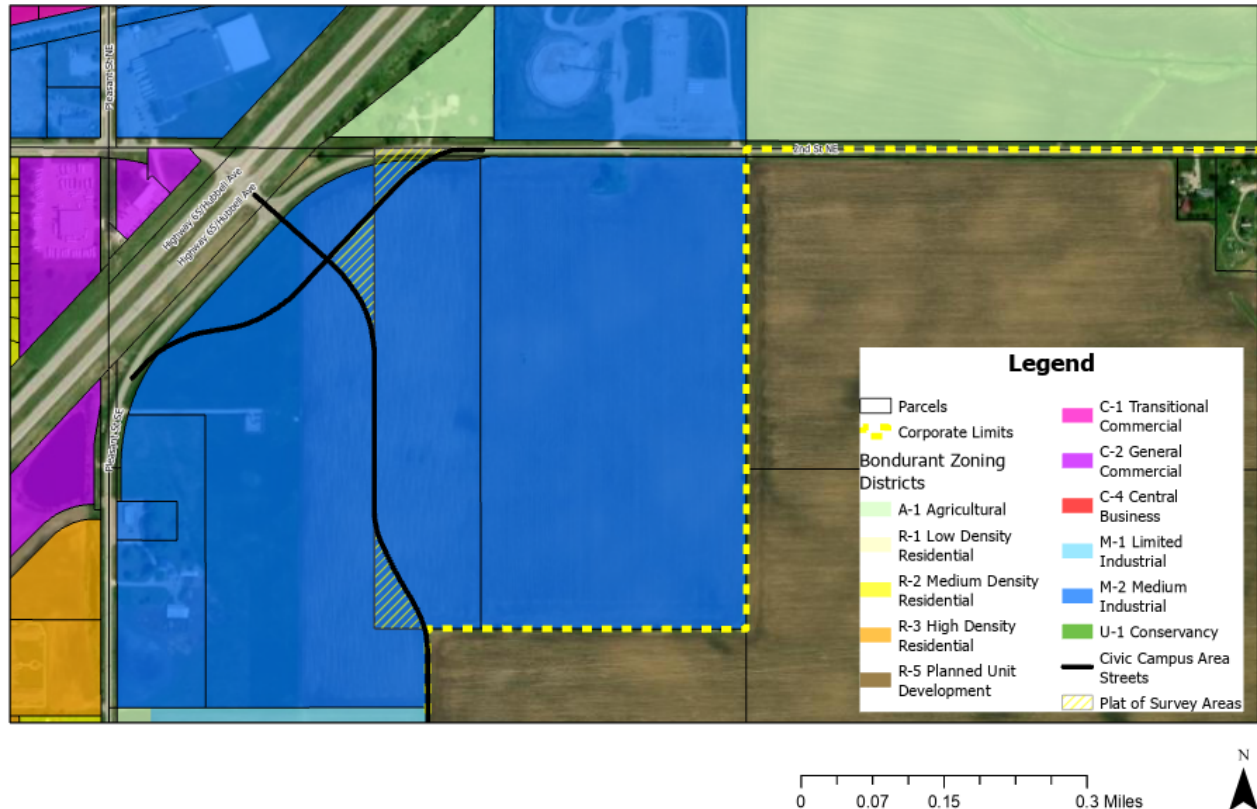
The Future Land Use Plan included as part of the Building Bondurant Comprehensive Plan took into account future land uses needed as part of the Civic Campus Master Plan area and also the Myers 1 Certified site area. The below Future Land Use Map excerpt shows that Parcel 2023-34 should be used for future Industrial Use. The below Future Land Use Map excerpt shows that Parcel 2023-35 should be used for future Public/Semi-Public Use. The below Future Land Use Map excerpt shows that Parcel 2023-44 should be used for future Regional Commercial Use; this is consistent with the concepts shown as part of the Civic Campus Master Plan.

Civic Campus Area - Future Land Use Map



The current zoning of the subject properties are M-2 Medium Industrial. The current use of the properties is agricultural. The properties are outlined below on the City's Zoning Map.

Civic Campus Area - Zoning Map



FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The following options exist for the City Council:

1. Recommended approval of the Plats of Survey.
2. Recommended approval of the Plats of Survey, subject to certain Subdivision Code clarification items being addressed.
3. Recommended denial of the Plats of Survey.
4. Table pending additional information.

The Planning and Zoning Commission will consider the Plats of Survey at their April 13, 2023 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Resolution
2. Plat of Survey – Parcel 2023-34
3. Plat of Survey – Parcel 2023-35
4. Plat of Survey – Parcel 2023-44

CITY OF BONDURANT
RESOLUTION NO. 230417-75

RESOLUTION APPROVING THE CIVIC CAMPUS/MYERS 1 PLATS OF SURVEY

WHEREAS, Veenstra & Kim Inc has submitted three plats of survey on the behalf of the property owner, City of Bondurant, for Parcel 2023-34, Parcel 2023-35 and Parcel 2023-44, which are described as follows:

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET; THENCE SOUTH 00°03'06" WEST, 308.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°03'06" WEST, 362.12 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 230.81 FEET AND WHOSE CHORD BEARS NORTH 33°39'55" WEST, 229.18 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE EAST WHOSE RADIS IS 25.00 FEET, WHOSE ARC LENGTH IS 38.68 FEET AND WHOSE CHORD BEARS NORTH 01°08'35" WEST, 34.94 FEET; THENCE NORTH 43°11'06" EAST, 187.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 23,675 SQUARE FEET (0.54 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WESTOF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET; THENCE SOUTH 00°03'06" WEST, 1675.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 83.81 FEET AND WHOSE CHORD BEARS SOUTH 25°45'05" EAST, 83.74 FEET; THENCE SOUTH 30°02'20" EAST, 157.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 102.31 FEET AND WHOSE CHORD BEARS SOUTH 23°55'55" EAST, 102.12 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF THE NORTH THE 60 ACRES OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 89°47'36" WEST ALONG SAID SOUTH LINE, 156.68 FEET; THENCE NORTH 00°03'06" EAST, 304.12 FEET TO THE POINT OF

BEGINNING AND CONTAINING 24,420 SQUARE FEET (0.56 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF THE NORTHWEST QUARTER SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°47'36" EAST ALONG SAID NORTH LINE, 222.44 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 215.04 FEET AND WHOSE CHORD BEARS SOUTH 54°23'10" WEST, 213.67 FEET; THENCE SOUTH 43°11'06" WEST, 71.45 FEET; THENCE NORTH 00°03'06" EAST, 177.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 16,743 SQUARE FEET (0.38 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

WHEREAS, the Planning & Zoning Commission reviewed this Plat of Survey request during their April 13, 2023 meeting voted on recommended approval.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA: that the Civic Campus/Myers 1 Plats of Survey is hereby approved.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 17th day of April, 2023.

By: _____
Doug Elrod, Mayor

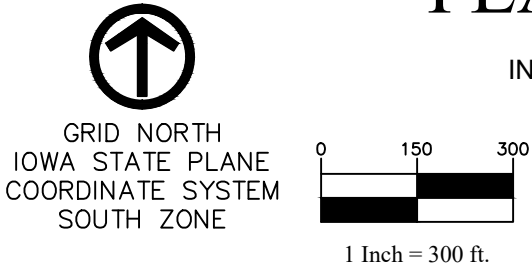
ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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

Shelby Hagan, City Clerk

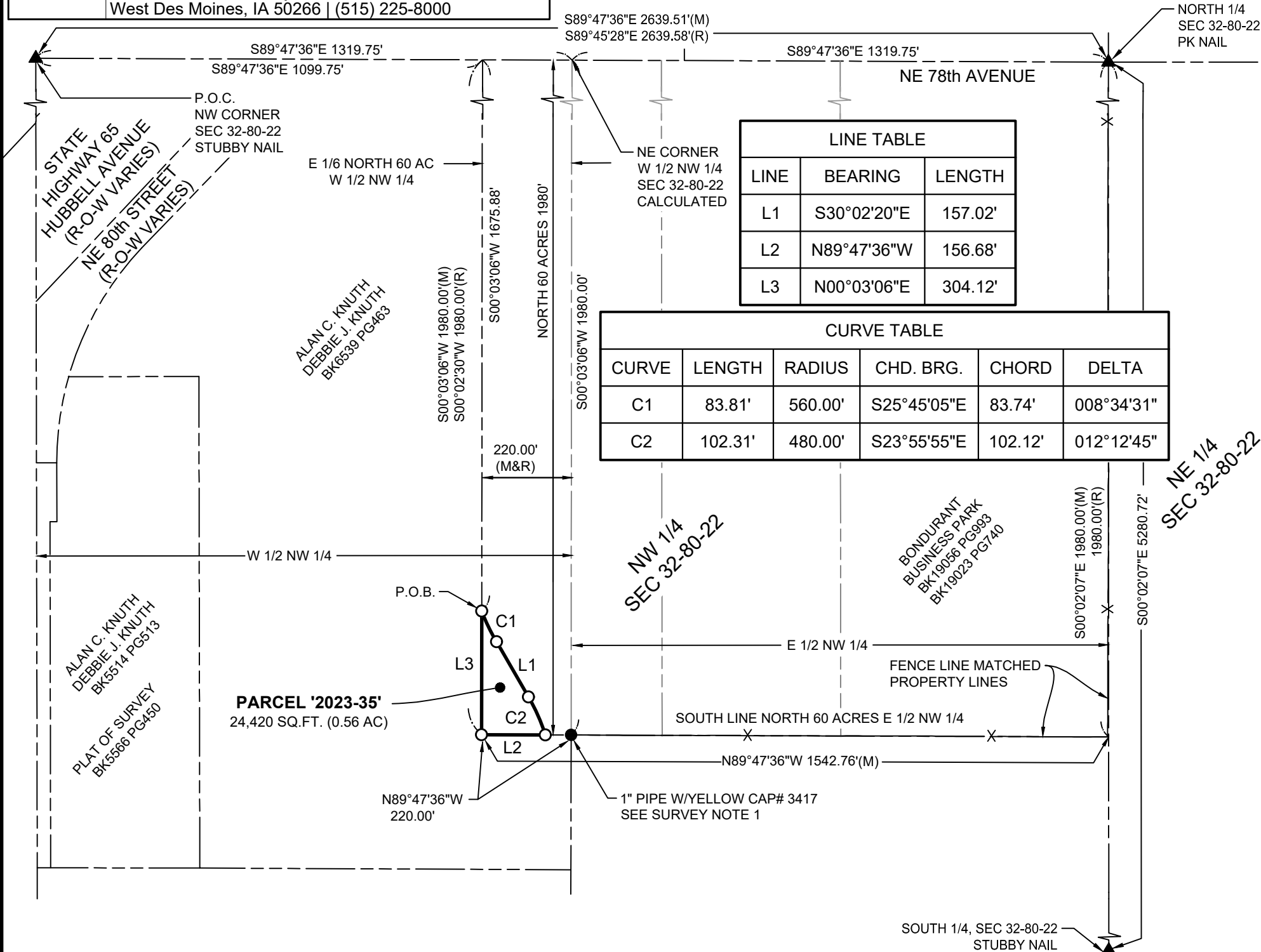
Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

Index Legend	
City:	Bondurant, Iowa
County:	Polk County
Parcel ID:	231/00021-009-001
Description:	Pt. NW 1/4 Sec 32-80-22
Proprietor:	Bondurant Business Park II, L.L.C.
Requestor:	City of Bondurant
Surveyor:	Michael D. Lee
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000



PLAT OF SURVEY

OF PARCEL '2023-35'
IN THE NW 1/4 OF SECTION 32-80-22



LEGAL DESCRIPTION PARCEL '2023-35':

A PART OF THE WEST HALF OF THE NORTHWEST QUARTER SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET; THENCE SOUTH 00°03'06" WEST, 1675.88 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 83.81 FEET AND WHOSE CHORD BEARS SOUTH 25°45'05" EAST, 83.74 FEET; THENCE SOUTH 30°02'20" EAST, 157.02 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 102.31 FEET AND WHOSE CHORD BEARS SOUTH 23°55'55" EAST, 102.12 FEET TO THE WEST EXTENSION OF THE SOUTH LINE OF THE NORTH THE 60 ACRES OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 89°47'36" WEST ALONG SAID SOUTH LINE, 156.68 FEET; THENCE NORTH 00°03'06" EAST, 304.12 FEET TO THE POINT OF BEGINNING AND CONTAINING 24,420 SQUARE FEET (0.56 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

THE CURRENT DEED OF THE KNUTH AND BONDURANT BUSINESS PARK DO NOT INCLUDE LOTS 1 OR 2 OF THE OFFICIAL PLAT OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN. DUE TO THE PLAT NOT BEING REFERENCED IN THE DEED THE PLAT WAS NOT SHOWN ON THE SURVEY OR USED IN THE DESCRIPTION OF THE SURVEY.

SURVEY NOTES

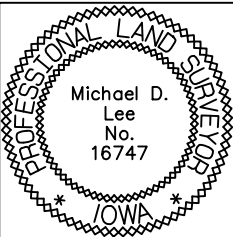
1) MONUMENT IS ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32-80-22 AND MATCHES THE WARRANTY DEED RECORDED IN BOOK 6539, PAGE 463.

SUPPORTING DOCUMENTS	BOOK	PAGE
WARRANTY DEED	6539	463
WARRANTY DEED	5514	513
WARRANTY DEED	19056	122
WARRANTY DEED	19023	740
PLAT OF RETRACEMENT	13080	445
PLAT OF SURVEY	5566	450
PLAT OF SURVEY	8082	319
OP OF SW1/4 NW1/4	B	47

LEGEND

▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND PROPERTY MONUMENT (AS NOTED)
○	SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
(M)	MEASURED BEARING OR DIMENSION
(R)	RECORDED BEARING OR DIMENSION
---	SECTION LINE
---	PROPERTY LINE
×	EXISTING FENCE
▭	PARCEL '2023-35' = 24,420 SQ.FT. (0.56 ACRES)

FIELD SURVEY COMPLETED: JANUARY 2023



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

MICHAEL D. LEE, P.L.S. DATE
License Number: 16747
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal: SHEET 1

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	TJP
		CHECKED	MDL
		APPROVED	MDL
		DATE	02-13-23
		A.C.	



3000 Westown Parkway | West Des Moines, IA 50266 | (515) 225-8000

PLAT OF SURVEY
PARCEL '2023-35'
IN THE NW 1/4 OF SECTION 32-80-22

DWG. NO.
PS-2
SHEET 1 OF 1

PROJECT 42892

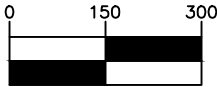
Index Legend	
City:	Bondurant, Iowa
County:	Polk County
Parcel ID:	231/00021-009-001
Description:	Pt. NW 1/4 Sec 32-80-22
Proprietor:	Bondurant Business Park II, L.L.C.
Requestor:	City of Bondurant
Surveyor:	Michael D. Lee
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

PLAT OF SURVEY

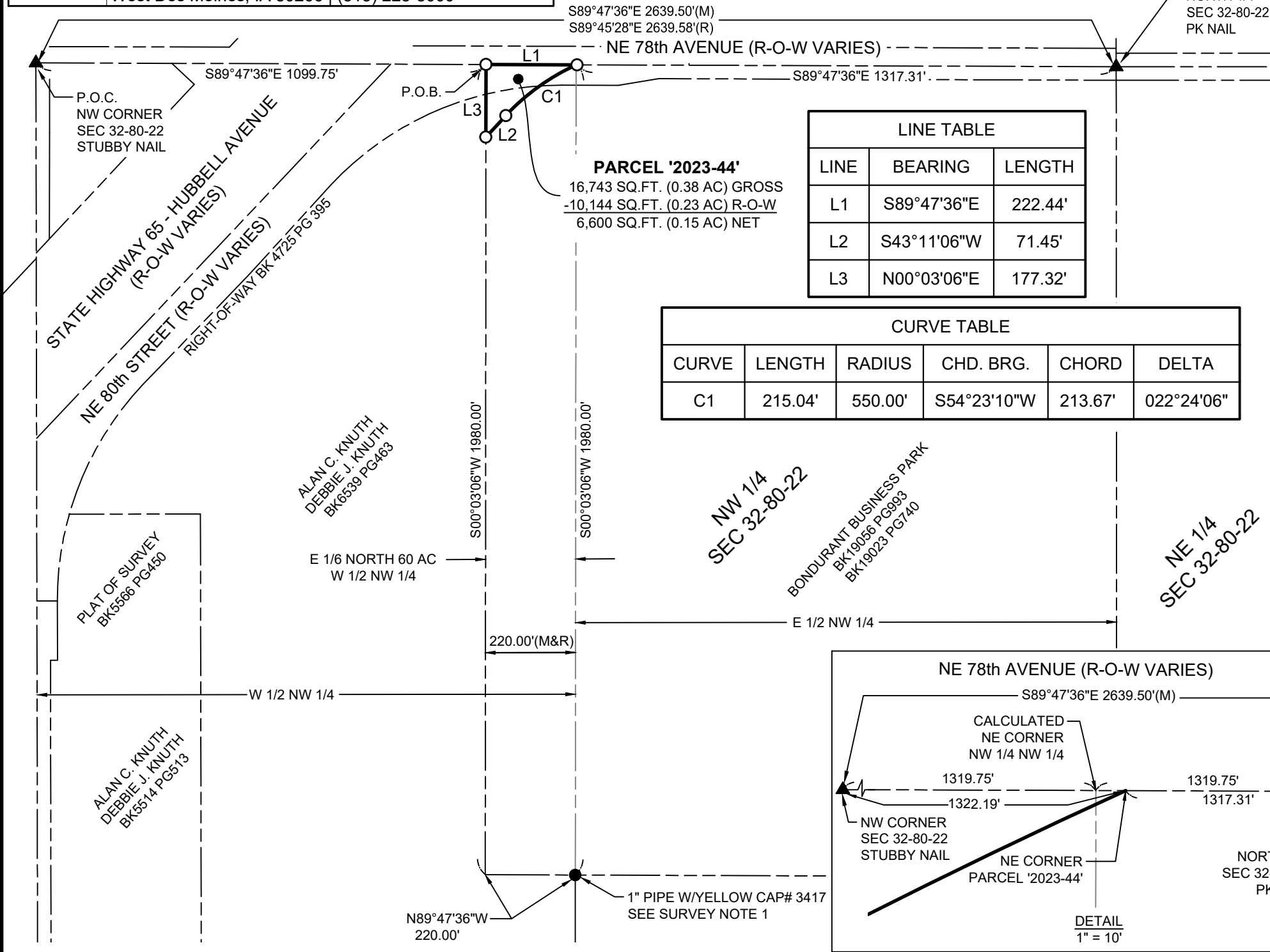
OF PARCEL '2023-44'
IN THE NW 1/4 OF SECTION 32-80-22



GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



1 Inch = 300 ft.



LEGAL DESCRIPTION PARCEL '2023-44':

A PART OF THE NORTHWEST QUARTER SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°47'36" EAST ALONG SAID NORTH LINE, 222.44 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 215.04 FEET AND WHOSE CHORD BEARS SOUTH 54°23'10" WEST, 213.67 FEET; THENCE SOUTH 43°11'06" WEST, 71.45 FEET; THENCE NORTH 00°03'06" EAST, 177.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 16,743 SQUARE FEET (0.38 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

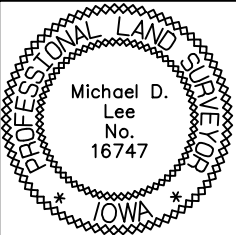
THE CURRENT DEED OF THE KNUTH AND BONDURANT BUSINESS PARK DO NOT INCLUDE LOTS 1 OR 2 OF THE OFFICIAL PLAT OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN. DUE TO THE PLAT NOT BEING REFERENCED IN THE DEED THE PLAT WAS NOT SHOWN ON THE SURVEY OR USED IN THE DESCRIPTION OF THE SURVEY.

SUPPORTING DOCUMENTS	BOOK	PAGE	LEGEND
WARRANTY DEED	4725	395	▲ FOUND SECTION CORNER MONUMENT
WARRANTY DEED	6539	463	△ SET SECTION CORNER MONUMENT
WARRANTY DEED	5514	513	● FOUND PROPERTY MONUMENT (AS NOTED)
WARRANTY DEED	19056	122	○ SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
WARRANTY DEED	19023	740	(M) MEASURED BEARING OR DIMENSION
PLAT OF RETRACEMENT	13080	445	(R) RECORDED BEARING OR DIMENSION
PLAT OF SURVEY	5566	450	--- SECTION LINE
PLAT OF SURVEY	8082	319	----- PROPERTY LINE
OP OF SW1/4 NW1/4	B	47	▭ PARCEL '2023-44' = 16,743 SQ.FT. (0.38 ACRES)

SURVEY NOTES

- MONUMENT IS ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32-80-22 AND MATCHES THE WARRANTY DEED RECORDED IN BOOK 6539, PAGE 463.

FIELD SURVEY COMPLETED: JANUARY 2023



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

MICHAEL D. LEE, P.L.S. DATE
License Number: 16747
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal: SHEET 1

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	TJP
		CHECKED	MDL
		APPROVED	MDL
		DATE	02-13-23
		A.C.	



3000 Westown Parkway | West Des Moines, IA 50266 | (515) 225-8000

PLAT OF SURVEY
PARCEL '2023-44'
IN THE NW 1/4 OF SECTION 32-80-22

DWG. NO.
PS-3
SHEET 1 OF 1

PROJECT 42892



BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT

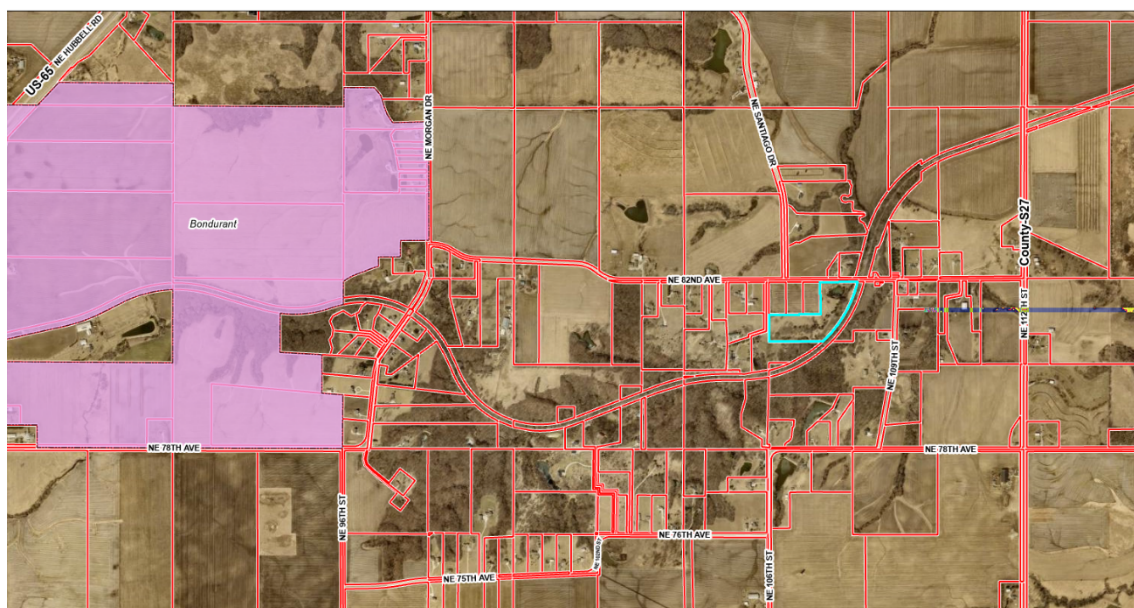
Item No. 6.h.
For Meeting of 4/17/2023
Resolution

TITLE: -RESOLUTION: Considering approval of the Fox Ridge Estates Plat 2 Preliminary Plat, a subdivision in unincorporated Polk County within two miles of Bondurant's city limits.

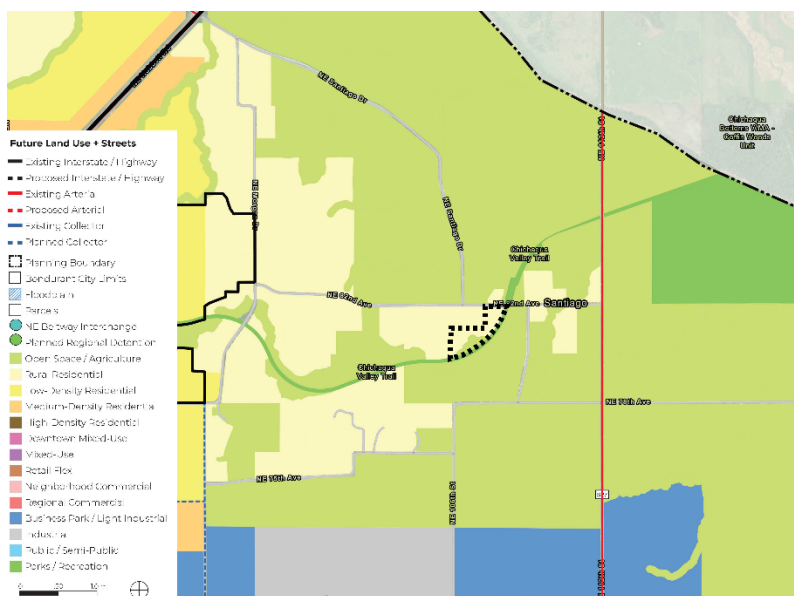
CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City is in receipt of a preliminary plat located in unincorporated Polk County within 2 miles of Bondurant's city limits. Polk County has zoning jurisdiction on this land - meaning that a permitted use review is conducted by Polk County and not the City of Bondurant. The subject property is located east of the Bondurant's corporate limits, and is located on the south side of NE 82nd Avenue near the intersection of NE 82nd Avenue and NE Santiago Drive. The proposed subdivision land is currently undeveloped and does not appear to be used for row cropping. The proposed subdivision would create two lots, Lot 1 would be accessible from NE 82nd Avenue. Outlot X would be accessible from an existing ingress/egress easement shared by properties located in the adjacent Gopher Ridge Estates. The highlighted area in yellow shows the location of the proposed subdivision.



The City of Bondurant's Future Land Use Map designates this property as rural residential. The Building Bondurant Comprehensive Plan defines rural residential as single-family dwellings on land of at least one acre. The proposed plat shows Lot 1 as 5.56 acres and Outlot X being 9.78 acres. This property is currently zoned as Estate Residential by Polk County, this zoning designation requires lots to be at least 3 acres in size. This indicates the proposed plat adheres to Bondurant's Future Land Use Map. The property is outlined on Bondurant's Future Land Use Map below.



Comments from City Officials:

The following City departments were notified of the submitted site plan:

1. City Engineering – no review comments received to date. The attached resolution takes into account if any changes are requested by the department
2. Public Works – no review comments received to date. The attached resolution takes into account if any change are requested by the department.

3. Emergency Services – no review comments received to date. The attached resolution takes into account if any changes are requested by the department.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The following options exist for the City Council:

1. Recommended approval of the Preliminary Plat.
2. Recommended approval of the Preliminary Plat, subject to certain Subdivision Code clarification items being addressed.
3. Recommended denial of the Preliminary Plat.
4. Table pending additional information.

The Planning and Zoning Commission will consider this Preliminary Plat at their April 13, 2023 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Fox Ridge Estates Plat 2
2. Resolution

CITY OF BONDURANT
RESOLUTION NO. 230417-76

RESOLUTION REGARDING APPROVAL OF THE FOX RIDGE ESTATES PLAT 2
PRELIMINARY PLAT, A SUBDIVISION IN UNINCORPORATED POLK COUNTY
WITHIN TWO MILES OF BONDURANT'S CITY LIMITS.

WHEREAS Associated Engineering Company of Iowa submitted the Fox Ridge Estates Plat 2; AND

WHEREAS the owner/developer is Marci and Daryl Bailey; AND

WHEREAS this Fox Ridge Estates Plat 2 Preliminary Plat is described as follows:

LOT 4 IN FOX RIDGE PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 19200, PAGE 231 AT THE POLK COUNTY RECORDER, POLK COUNTY, IOWA, CONTAINING 668372 SQ FT (15.34 ACRES), MORE OR LESS.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, hereby approves the submitted Fox Ridge Estates Plat 2 Preliminary Plat.

Passed this 17th day of April 2023,

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

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

MAJOR PRELIMINARY PLAT

FOX RIDGE ESTATES

PLAT 2

SHEET 1 OF 1

OWNER/DEVELOPER

Marc & Daryl Bailey
10541 NE 82nd Avenue
Bondurant, IA 50035
Phone #: (515) 255-0494

ZONING

ER - ESTATE RESIDENTIAL DISTRICT

BULK REGULATIONS

DEVELOPMENT OPTION: SINGLE FAMILY
FRONT YARD SETBACK- 75'
REAR YARD SETBACK- 75'
SIDE YARD SETBACK- 25'

LEGAL DESCRIPTION

LOT 4 IN FOX RIDGE PLAT 1, AN OFFICIAL PLAT RECORDED IN BOOK 19200, PAGE 231
AT THE POLK COUNTY RECORDER, POLK COUNTY, IOWA,
Containing 668312 SQ FT (15.34 ACRES), more or less.

GENERAL NOTES

- IT SHALL BE THE DEVELOPER'S RESPONSIBILITY TO APPLY FOR AND OBTAIN ANY STORM WATER DISCHARGE PERMITS FROM THE IOWA DEPARTMENT OF NATURAL RESOURCES IF SAID PERMITS ARE REQUIRED OF THIS PROJECT.
- STORM RUNOFF: DURING CONSTRUCTION & GRADING INDIVIDUAL LOT OWNERS WILL ALTER EXISTING TOPOGRAPHY AND SHALL BECOME RESPONSIBLE, THE LOT OWNER THEMSELVES ARE RESPONSIBLE NOT THE DEVELOPER OF THE PLAT OR THE ENGINEER OF THE PLAT FOR THE FOLLOWING:
 - INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING POST DEVELOPMENT RUNOFF FROM THEIR SITE DOES NOT ADVERSELY AFFECT DOWNSTREAM DRAINAGE FACILITIES OR PROPERTY OWNERS.
 - INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR GRADING THEIR LOT TO CONVEY RUNOFF GENERATED FROM THEIR LOT AND RUNOFF GENERATED FROM ADJACENT LOTS IN SUCH A MANNER AS TO "NOT":
 - DAMAGE DOWN STREAM PROPERTY.
 - RESTRICT OFF SITE FLOW FROM BEING CONVEYED ACROSS THEIR LOT.
 - CHANGE THE GENERAL DIRECTION OF FLOW OF RUNOFF.
 - INDIVIDUAL LOT OWNERS ARE RESPONSIBLE FOR ENSURING THEIR SITE IS GRADED TO PROTECT THEIR PRIVATE PROPERTY FROM ANY AND ALL DAMAGE FROM STORM RUNOFF GENERATED ONSITE OR OFF SITE.
 - INDIVIDUAL LOT OWNERS SHALL NOT GRADE ANY PORTION OF THEIR LOT TO CAUSE RUNOFF TO BECOME CONCENTRATED FLOW WITHOUT PROVIDING PROTECTION FOR DOWNSTREAM PROPERTY.
- RELOCATION OF ANY ENTRANCE OR UTILITY TO CONFORM TO THE REQUIREMENTS OF THIS PLAT WILL BE AT THE DEVELOPERS EXPENSE.
- ALL MAILBOXES LOCATED IN POLK COUNTY RIGHT-OF-WAY MUST BE OF BREAKAWAY DESIGN.
- UTILITY EASEMENTS ARE DEDICATED FOR THE USE OF ANY PUBLIC UTILITY.
- SEWER SYSTEM: LATERAL FIELD AND SEPTIC TANK, ALTERNATE WASTE WATER SYSTEMS MAY BE REQUIRED.
- DUE TO SOIL TYPES, LIMITATIONS, AND DISTURBANCE, ALTERNATIVE SEPTIC SYSTEMS MAY BE REQUIRED. INDIVIDUAL WASTEWATER TREATMENT SYSTEMS SHALL BE DESIGNED BY AN ENGINEER.
- THE INDIVIDUAL OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF THE DRAINAGE EASEMENT ON THEIR PROPERTY.
- DRAINAGE EASEMENT CROSSING: ANY CULVERTS TO BE USED FOR CROSSING DRAINAGE EASEMENTS MUST BE DESIGNED BY A LICENSED PROFESSIONAL ENGINEER.
- SUBSURFACE DRAINAGE FACILITIES: ANY SUBSURFACE DRAINAGE FACILITIES THAT ARE DISTURBED MUST BE RESTORED OR REROUTED BY THE PROPERTY OWNER.
- ALL SERVICES TO UTILITIES LOCATED ON THE OPPOSITE SIDE OF THE ROADWAY MUST BE BORED UNDER THE ROADWAY AT THE LOT OWNERS EXPENSE.
- FUTURE DEVELOPMENT OF THE PROPERTY IS SUBJECT TO ARTICLE 1, SECTION 4, "NATURAL RESOURCE PROTECTION, WOODLANDS" OF THE POLK COUNTY ZONING ORDINANCE, WHICH PRESERVES UNMODIFIED AREAS OF THE PROPERTY. YOUNG WOODLANDS SHALL BE PROTECTED OR MITIGATED AT A MINIMUM OF 50% AND MATURE WOODLANDS AT A MINIMUM OF 75%.
- ANY NEW ENTRANCE WILL REQUIRE A POLK COUNTY ENTRANCE PERMIT.
- ANY WORK IN THE ROW OTHER THAN FOR AN ENTRANCE WILL REQUIRE A POLK COUNTY ROW GRANT PERMIT.
- LOT 4 SHALL BE DEEDED TO POLK COUNTY FOR ROADWAY PURPOSES.
- THE EXISTING WELL IS FOR LIVE STOCK ONLY.

SUBMITTAL & REVISION INFORMATION
03-20-23 1ST SUBMITTAL OF PRELIMINARY PLAT

CERTIFICATION

I HEREBY CERTIFY THAT THIS PLAT SURVEYING DOCUMENT WAS PREPARED BY ME AND THE ILLUSTRATIONS CORRECTLY SET AS NOTED.

GREGORY L. ROSS P.L.S. 13286

DATE: _____

P.L.S. 13286

LEGEND

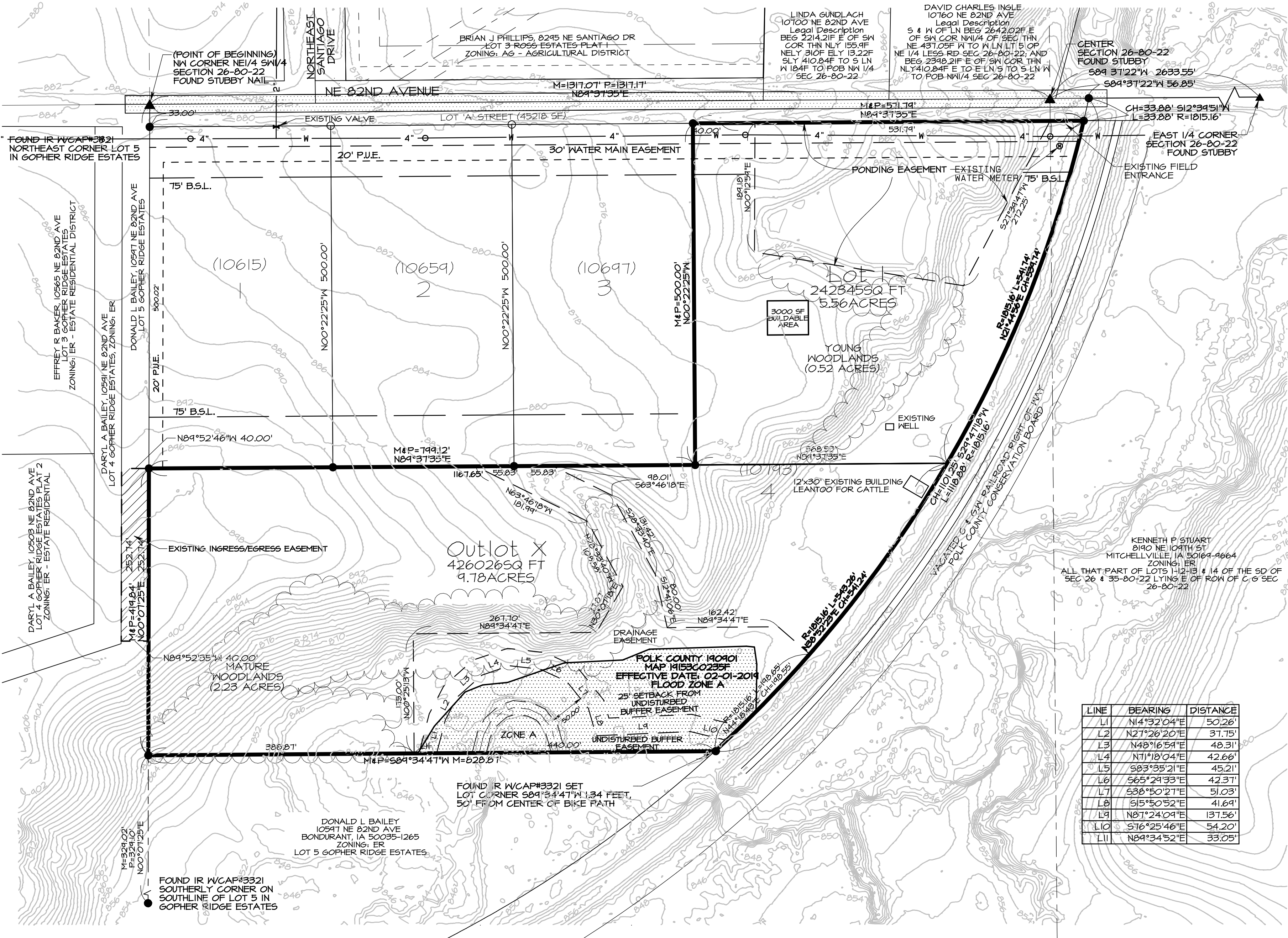
- MONUMENT FOUND AS NOTED
- SET 1/2" IR W/ ORANGE CAP #13286
- SECTION CORNER FOUND AS NOTED
- SANITARY MANHOLE AS NOTED
- STORM MANHOLE AS NOTED
- TRAFFIC MANHOLE AS NOTED
- PHONE MANHOLE AS NOTED
- UTILITY MANHOLE AS NOTED
- ELECTRIC MANHOLE AS NOTED
- GAS METER AS NOTED
- GAS VALVE AS NOTED
- UTILITY POLE AS NOTED
- WELL AS NOTED
- FIREHYDRANT AS NOTED
- EXISTING WATER VALVE
- CURB INTAKE AS NOTED
- AREA INTAKE AS NOTED
- HANDICAPPED PARKING AS NOTED
- ELECTRIC TRANSFORMER BOX
- UTILITY BOX AS NOTED
- PERK TEST SITE AS NOTED
- EXISTING SPOT ELEVATION
- BURIED TELEPHONE
- MEASURED DISTANCE OR BEARING
- RECORDED DISTANCE OF BEARING
- EXISTING CONTOUR
- PROPOSED CONTOUR
- FENCE LINE AS NOTED
- BURIED TELEVISION AS NOTED
- BURIED ELECTRIC AS NOTED
- OVER-HEAD UTILITIES
- GAS MAIN AS NOTED
- WATER MAIN AS NOTED
- STORM SEWER AS NOTED
- SANITARY SEWER AS NOTED
- BURIED TELEPHONE
- BURIED CABLE/UTILITIES

ASSOCIATED ENGINEERING

AEC COMPANY OF IOWA

1830 SE Princeton Dr. Ste M Grimes, IA 50111
Phone: (515) 255-3156 Fax: (515) 255-3157

PROJECT #: 211874
FIRST SUBMITTAL DATE: 02-03-23

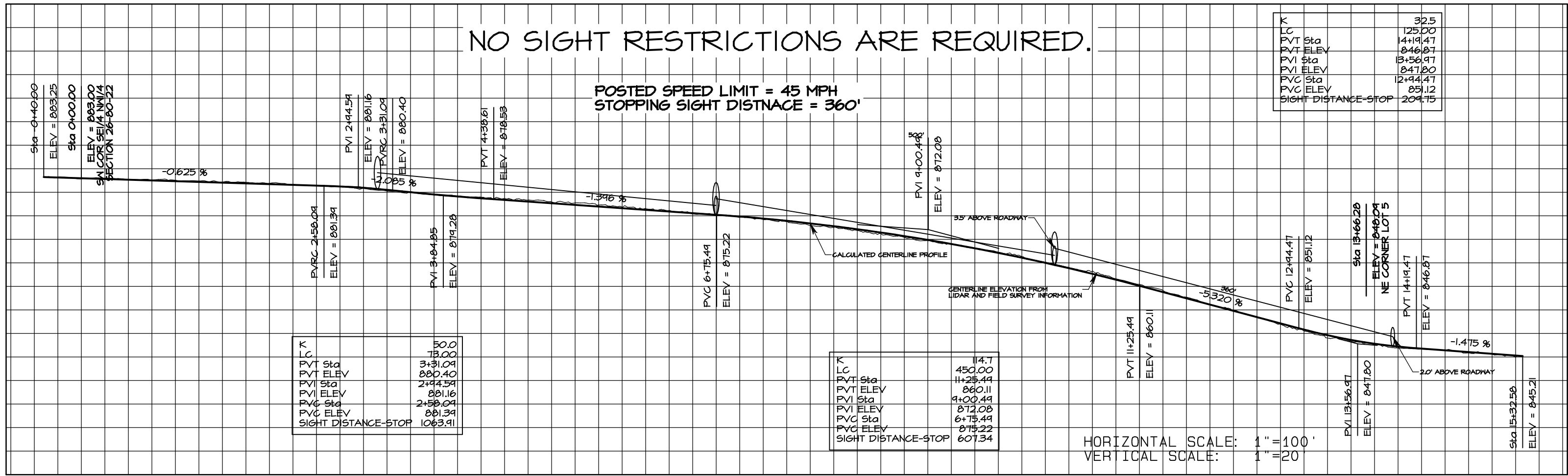


Mediacom
Mr. Chad Ernst
2205 Ingersoll Avenue
Des Moines, Iowa 50312
(515) 244-2351 (Mobile)
(515) 246-2213 (Office)
(515) 246-2234 (Fax)

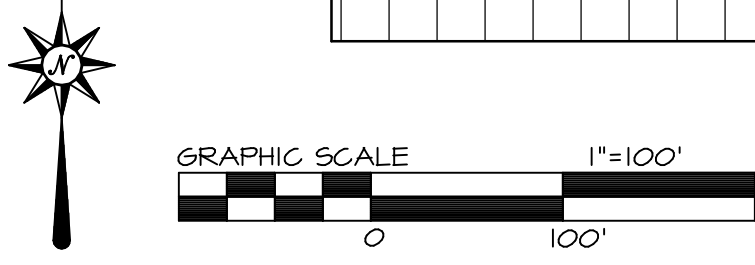
Midamerica Energy
Electric Transmission
Mr. Bryan Polipeter
Mr. Steve Harrison, P.E.
3500 104th Street
Urbandale, IA 50322
(515) 252-6504 (office)
(515) 252-6500 (fax)
bpolipet@midamerica.com
sharrison@midamerica.com

Des Moines Water Works
Mr. Bryan Polipeter
2201 George Floyd Parkway
Des Moines, Iowa 50321
(515) 323-6204 (office)
bpolipet@dmww.com
Midamerica Energy
Mr. Chuck Neilman
2201 5th Street
Des Moines, Iowa 50309
(515) 242-3474 (office)
cneilman@midamerica.com

Quest Communications
Mr. Brent Carlson
2103 E. University
Des Moines, Iowa 50317
(515) 263-1804 (office)
(515) 252-6463 (fax)
jdshepherd@midamerica.com



VICINITY SKETCH





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

Item No. 6.h.
For Meeting of 4/17/2023
Resolution

TITLE: - Resolution of endorsement of the City of Bondurant's application to the Economic Development Administration's FY 2023 Planning and Local Technical Assistance Grant Program for assistance to develop a master plan for the 24-acre downtown Landus redevelopment area

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution endorses the City of Bondurant's application to the Economic Development Administration's FY 23 Planning and Local Technical Assistance Grant Program. The City is pursuing planning grant funding under this program to assist with the creation of a master plan for the 24-acre Landus redevelopment area located in downtown Bondurant. If awarded funding from the Local Technical Assistance Grant Program, the City must seek responses from qualified firms to prepare such master plan. There is a 1:1 match requirement under this program. Master plans created under this grant program could then be eligible for construction grants after such master plan has been finalized and adopted. Implementation will depend on the ability for jobs to be created within the master planned area. It is anticipated the City of Bondurant will partner with the Mid-Iowa Planning Alliance, or MIPA, for services related to writing and administering the grant.

This action is supported by multiple areas of the Building Bondurant Comprehensive Plan. Goal 17 of Chapter 7: Community Character + Downtown is to "Support Redevelopment of the Landus Site. The Landus Property redevelopment is a major opportunity for Bondurant. The City should ensure this redevelopment complements the existing community while also providing new and exciting opportunities for new amenities."

FUNDING SOURCE: This item would be paid from the Professional Services line item in the Economic Development Department (001-520-6490) and then recouped through TIF.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230417-77

CITY OF BONDURANT
RESOLUTION NO. 230417-77

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S
APPLICATION TO THE ECONOMIC DEVELOPMENT ADMINISTRATION'S FY23
PLANNING AND LOCAL TECHNICAL ASSISTANCE GRANT PROGRAM FOR
ASSISTANCE TO DEVELOP A MASTER PLAN FOR THE 24-ACRE DOWNTOWN
LANDUS REDEVELOPMENT AREA

WHEREAS, the City is appreciative of the opportunity to make an application to the Economic Development Administration's Planning and Local Technical Assistance Grant Program for assistance to develop a master plan for the 24-acre downtown Landus redevelopment area; AND

WHEREAS, such master planning efforts are consistent with Goal 17 of the 2022-adopted Building Bondurant Comprehensive Plan, which reads: Support redevelopment of the Landus site; AND

WHEREAS, such master planning efforts align with the following investment priorities of the Economic Development Administration:

- Recovery & Resilience
- Workforce Development
- And Others; AND

WHEREAS, the City acknowledges there is a required one-to-one (dollar-to-dollar) program match should the City of Bondurant be awarded grant funds under this program.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council endorses the City's application to the Economic Development Administration's Planning and Local Technical Assistance Grant Program for assistance to develop a master plan for the 24-acre downtown Landus redevelopment area.

Passed this 17th day of April 2023,

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**

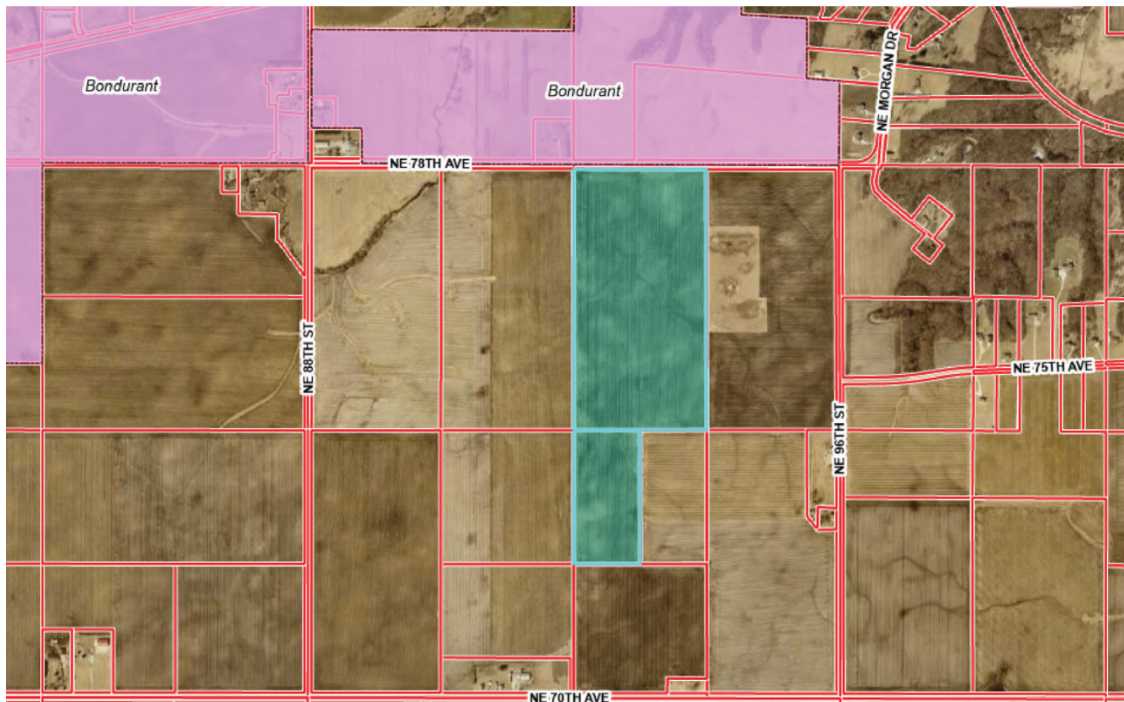
Item No. 6.i.
For Meeting of 4/17/2023
Ordinance

TITLE: - (Third Reading) Ordinance consider a rezoning from the Agricultural (A-1) District to the Low-Density Residential (R-1) District on Parcel 230/00469-002-000 and a rezoning from the Agricultural (A-1) District to the High-Density Residential (R-3) District on Parcel 230/00478-001-000, pending annexation finalization

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

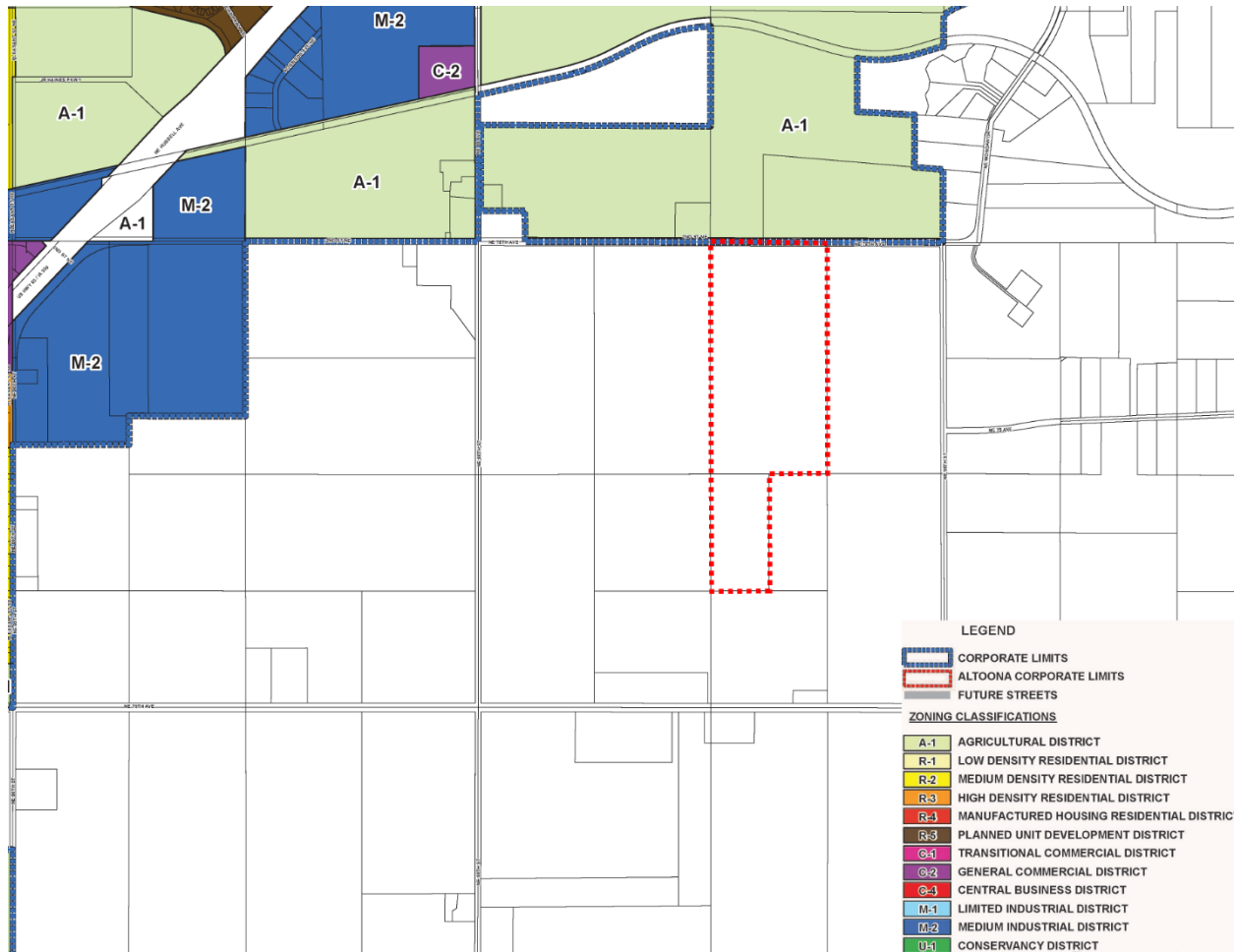
BRIEF HISTORY & ANALYSIS: The City has received a voluntary annexation request for Parcel 230/00469-002-000 and 230/00478-001-000, both of which are owned by PRKG 2470 LLC. Parcel 230/00469-002-000 is the northern parcel and Parcel 230/00478-001-000 is the southern parcel. This annexation land, shown in blue below, is comprised of 100 acres and is located along 2nd Street NE/NE 78th Avenue between NE 88th Street and NE 96th Street.



As conditions of the owner in signing the annexation petition, the following are noted on the annexation petition:

- The City agrees to initiate a rezoning of Parcel 230/00469-002-000 from Agricultural (A-1) to Low Density Residential (R-1).
- The City agrees to initiate a rezoning of Parcel 230/00478-001-000 from Agricultural (A-1) to High Density Residential (R-3), subject to the Medium Density Residential density restrictions noted in the Building Bondurant Comprehensive Plan (up to 12 units per acre).

Per Section 177.07.7 of the Zoning Code, when land is considered for annexation, it is automatically zoned as being within the City's Agricultural (A-1) District unless a rezoning request is also being considered at the same time. The rezoning being considered is that Parcel 230/00469-002-000 be zoned Low Density Residential (R-1) and that Parcel 230/00478-001-000 be zoned High Density Residential (R-3). The zoning designations of R-1 and R-3 will not become effective until after the annexation has been finalized. The PRKG 2470 LLC property is outlined in red below.

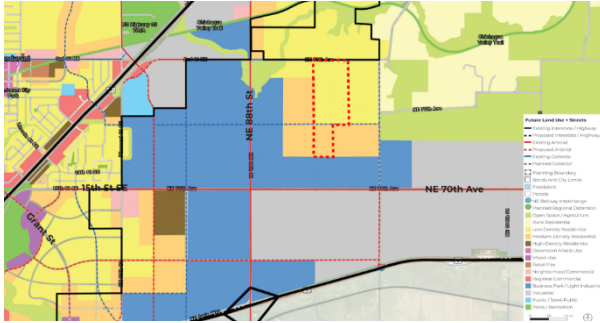


Analysis:

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

Comprehensive Plan

When a City considers a rezoning ordinance, it must find the rezoning is consistent with its Future Land Use Map. This requirement is met with the requested rezoning districts. The Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides the northern PRKG 2470 LLC parcel as Low Density Residential and the southern parcel as Medium Density Residential. The PRKG 2470 LLC property is outlined in red below. There are low- and medium-density residential future land use designations bordering three sides of the PRKG 2470 LLC properties.



Consistency with the Zoning Code

This item will be reviewed in detail if/when a preliminary plat and/or site plan application is received for the portion requested for R-1 or R-3 zoning.

Spot Zoning

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

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

Staff does not feel that spot zoning exists at this location. The requested rezoning districts are consistent with the Comprehensive Plan's Future Land Use Map. Further, objectives of the Comprehensive Plan support the transition of low density residential to high density residential located near properties identified as Light Industrial/Business Park. The Future Land Use Map currently guides for Light Industrial/Business Park development to the south of the proposed properties and a mix of low-density and medium density residential to the north, east and west of the proposed properties.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning and Zoning Commission recommended approval of the rezoning requests 6-0 at their February 9, 2023 meeting.

Staff recommends approval of the third/final ordinance reading.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230320-213

CITY OF BONDURANT
ORDINANCE NO. 230320-213

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR REZONING FROM
THE AGRICULTURAL (A-1) DISTRICT TO THE LOW DENSITY RESIDENTIAL (R-1)
DISTRICT AT PARCEL 230/00469-002-000 AND FROM THE AGRICULTURAL (A-1)
DISTRICT TO THE HIGH DENSITY RESIDENTIAL (R-3) DISTRICT AT PARCEL
230/00478-001-000, PENDING ANNEXATION FINALIZATION.

BE IT ENACTED by the City Council of the City of Bondurant, Polk County, Iowa:

Section 1. PURPOSE. The purpose of this ordinance is to change the zoning from Agricultural (A-1) to Low Density Residential (R-1) on the following property located in Bondurant, Polk County, Iowa as described as follows:

THE WEST ½ OF THE NE ¼ OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M.

AND;

Change the zoning from Agricultural (A-1) to High Density Residential (R-3) on the following property located in Bondurant, Polk County, Iowa as described as follows:

THE WEST ½ OF THE NW ¼ OF THE SE ¼ OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M.

Section 2. FINDINGS. The City Council of the City of Bondurant, hereby makes the following findings:

1. That the Planning & Zoning Commission held a public hearing on March 9, 2023, and voted on recommended approval.
2. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map
3. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
4. That the public notice of this intended change has been published as required by law.

Section 3. HEREBY REZONED. The properties, above described, is hereby rezoned to the Low Density Residential (R-1) District and High Density Residential (R-3) District.

Section 4. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. SEVERABILITY. If any section, provisions, sentence, clause, phrase, or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section subsection,

sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 6. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa this ____ day of _____, 2023.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: March 20, 2023

SECOND CONSIDERATION:

THIRD CONSIDERATION:

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



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

Item No. 6.j.
For Meeting of 4/17/2023
Ordinance

TITLE: - (Second Reading) Ordinance to repeal chapter 155, 156, 157, 158, 160 and 161 of the Municipal Code of the City of Bondurant, Iowa and to adopt by reference the 2021 Edition of the International Codes (I-Codes™) and more specifically the International Building Code, the International Residential Code, the International Existing Building Code, the International Fuel Gas Code, the International Mechanical Code, the International Property Maintenance Code, the International Fire Code, the 2021 Uniform Plumbing Code as adopted by the State of Iowa, the International Plumbing Code, the 2012 International Energy and Conservation Code, and by reference the National Electrical Code as currently used by the State of Iowa, NFPA 58, and NFPA 54 to regulate the erection, construction, enlargement, alteration, repair, moving, removal, conversion, demolition, occupancy, equipment, use, height, area and maintenance of buildings and structures, including installation of mobile, manufactured and modular homes, the full version/current edition of SUDAS (Statewide Urban Design and Specifications); to provide for the issuance of permits and collection of fees; and to provide penalties for violations

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Veenstra & Kim Inc. has recommended the City of Bondurant update the City's International Building Code Series. The proposed changes include repealing Chapter 155, 156, 157, 158, 160 and 161 and replacing it with Chapter 155 International Building Codes. The proposed Chapter 155 will contain previous code covered by Chapters 156, 157, 158, 160 and 161. The proposed code changes are the most recent International Building code series. Approving these code changes would also make Bondurant's building code consistent with other Des Moines metro communities, this will help avoid confusion among developers and construction firms.

The first reading was approved at the Council meeting held April 10, 2023.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Staff recommends approval of the second ordinance reading of the attached ordinance.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230410-214

CITY OF BONDURANT
ORDINANCE NO. 230410-214

AN ORDINANCE TO REPEAL CHAPTERS 155, 156, 156, 158, 160 AND 161 OF THE MUNICIPAL CODE OF THE CITY OF BONDURANT, IOWA AND TO ADOPT BY REFERENCE THE 2021 EDITION OF THE INTERNATIONAL CODES (I-CODES™) AND MORE SPECIFICALLY THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL PROPERTY MAINTENANCE CODE, THE INTERNATIONAL FIRE CODE, THE 2021 UNIFORM PLUMBING CODE AS ADOPTED BY THE STATE OF IOWA, THE INTERNATIONAL PLUMBING CODE, THE 2012 INTERNATIONAL ENERGY AND CONSERVATION CODE, AND BY REFERENCE THE NATIONAL ELECTRICAL CODE AS CURRENTLY USED BY THE STATE OF IOWA, NFPA 58, AND NFPA 54 TO REGULATE THE ERECTION, CONSTRUCTION, ENLARGEMENT, ALTERATION, REPAIR, MOVING, REMOVAL, CONVERSION, DEMOLITION, OCCUPANCY, EQUIPMENT, USE, HEIGHT, AREA AND MAINTENANCE OF BUILDINGS AND STRUCTURES, INCLUDING INSTALLATION OF MOBILE, MANUFACTURED AND MODULAR HOMES, THE FULL VERSION/CURRENT EDITION OF SUDAS (STATEWIDE URBAN DESIGN AND SPECIFICATIONS); TO PROVIDE FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES; AND TO PROVIDE PENALTIES FOR VIOLATIONS.

BE IT ENACTED by the City Council of the City of Bondurant, Polk County, Iowa:

Section 1. **SECTIONS REPEALED AND REPLACED.** Chapter 155 Building Code, Chapter 156 Mechanical Code, Chapter 157 Plumbing Code, and Chapter 158 Electric Code of the Code of Ordinances of the City of Bondurant, Iowa, 2002, are repealed and replaced to read as follows:

**CHAPTER 155
INTERNATIONAL BUILDING CODES**

155.01 Administrative Provisions
155.02 Adoption of the 2021 International Residential Code
155.03 Amendments, Modifications, Additions and Deletions
155.04 Adoption of the 2021 International Building Code
155.05 Amendments, Modifications, Additions and Deletions
155.06 Adoption of the 2021 International Existing Building Code

155.07	Amendments, Modifications, Additions and Deletions
155.08	Adoption of the 2018 International Mechanical Code
155.09	Amendments, Modifications, Additions and Deletions
155.10	Adoption of the 2021 Uniform Plumbing Code
155.11	Amendments, Modifications, Additions and Deletions
155.12	Adoption of the 2020 National Electric Code
155.13	Amendments, Modifications, Additions, and Deletions
155.14	Adoption of the 2021 International Fuel Gas Code
155.15	Amendments, Modifications, Additions and Deletions
155.16	Adoption of the 2021 International Property Maintenance Code
155.17	Amendments, Modifications, Additions and Deletions
155.18	Adoption of the 2012 International Energy Conservation Code
155.19	Amendments, Modifications, Additions and Deletions
155.20	Adoption of the 2021 International Fire Code
155.21	Amendments, Modifications, Additions and Deletions

155.01 ADMINISTRATIVE PROVISIONS. Administration of this ordinance shall be as provided in this section and in the following sections of the several codes named which are hereby adopted by reference to provide procedures for local enforcement of the codes, constituting the International Codes. The Administrative Official or his/her designee, designated by the City Council, shall be responsible for the enforcement of the International Codes. He or she shall be accountable for the issuance of all applicable permits under this ordinance which shall include building permits issued in compliance with the Zoning Ordinance of the City of Bondurant. The Administrative Official shall have the power to render interpretations of this code and to adopt and enforce rules and regulations supplemental to this code, subject to approval of the Council of the City of Bondurant, as he/she may deem necessary in order to clarify the application of the provisions of this code. Such interpretations, rules and regulations shall be in conformity with the intent and purpose of this code. **All construction projects shall include** : portable toilet on site, temporary address visible from ROW, soil erosion control measures in place throughout the project. Noise ordinance for all projects will be enforced (7AM / 7PM).

155.02 ADOPTION OF THE 2021 INTERNATIONAL RESIDENTIAL CODE. Pursuant to published notice and public hearing, as required by law, the International Residential Code, 2021 Edition, published by the International Code Council, is hereby adopted in full, including Appendix Chapters except for such portions as may hereinafter be deleted, modified or amended.

155.03 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the International Residential Code, 2021 Edition, are hereby made:

- A. Insert Section R101.1 to read City of Bondurant as the applicable jurisdiction.
- B. Delete Section R105.2(Building1) and replace as follows:
 - 1. One-story detached accessory structures, provided the floor area does not exceed 200 square feet; however, site plan approval shall be obtained from the Zoning Department.
- C. Delete Sections R105.2(Building 2), R105.2(Building 4), R105.2(Building 5), and R105.2(Building 10). Replace section R105.2 (5) with the following language: Sidewalks shall be permitted and installed in accordance with approved site plan for individual lot development.
- D. Amend Section R105.6 to include the addition of R105.6.1 Revocation of permit. Insert Section R105.6.1 to read: Revocation of Permit. It is the permit holder's responsibility to schedule the required inspections and obtain final approvals. Failure to schedule the required inspections and receive approval of work authorized by the permit before covering said work or at completion shall result in revocation of the permit and void any associated approvals granted by the City. This failure shall also equate to working without a permit in violation of City ordinance and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City. Failure to contact the City for any inspection or follow-up prior to expiration of a permit shall be deemed a violation of this code section. Failure to contact the City for any inspection or follow-up prior to expiration of a Temporary Certificate of Occupancy shall also be deemed a violation of this code section. Allowing occupancy of a structure, for which a person or company holds a building permit, prior to or without a valid Certificate of Occupancy (temporary or final) shall be deemed a violation of this code section and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City.
- E. Add the following to Section R108.2 Schedule of Permit Fees with the

following language:

Permit fees will be derived from the City of Bondurant Fee Schedule as adopted.

- F. Add the following to Section R108.3: The Building Valuation will be derived from the construction costs for the total work submitted by the contractor, or the most current Building Valuation Data Schedule published by the International Code Council (ICC). Submitted contractor valuation shall not be less than derived valuation through ICC. Published data is utilized by the Administrative Official in an effort to maintain consistency and fairness for permit fee calculations. It is not intended to reflect actual taxable value.

The method for determining the value of the additional listed residential items will be as follows: The square foot of the listed structure, times the Dwelling - Type V - Wood Frame value, times the % multiplier assigned to each listed item.

1. Open Decks - 8%
2. Screened Porches - 15%
3. In-ground Pools - 17%
4. Above-ground pools - 8%
5. 3 Season Porches - 50%
6. Detached Garages – 50%
7. Post Frame Buildings – 50%
8. Remodel/Renovation – 30%

- G. Amend Section R108.5 to read as follows: Fee Refunds. The administrative official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The administrative official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The administrative official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The administrative official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

- H. Amend Section R110.1 to add the following at the end of the paragraph:

On all new construction, all necessary walks, drives and approaches, and all seeding and sodding are to be installed before a final Certificate of Occupancy is issued.

I. Table R301.2 to read as follows:

GROUND SNOW LOAD	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOD HAZARDS	AIR FREEZING INDEX	MEAN ANNUAL TEMP
30	SPEED (MPH)	TOPOGRAPHIC EFFECTS	SPECIAL WIND REGION	WINDBORNE DEBRIS ZONE	A	WEATHERING	FROST DEPTH	TERMITE	0	YES	DEC. 2007	2000	48.6
	115	NO	NO	NO		SEVERE	42	MODERATE					

J. Amend Section R301.2.1.3 to add the following:

For purposes of determining wind loads, the minimum basic wind speed shall be considered as 115 miles per hour; except when referenced documents are based on fastest mile wind velocities, Table R301.2(1) shall be used.

K. Amend Section R301.2.3 to add the following:

For purposes of determining snow loads, the minimum ground snow load for design purposes shall be 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

L. Amend section R302.3 to read:

For purposes of fire-resistive separation, two family dwelling units shall be considered as townhouses and shall be constructed in accordance with R302.2

M. Modify IRC Table 302.6 and replace with the following table:

TABLE R302.6

DWELLING-GARAGE SEPARATION

SEPARATION	MATERIAL
From the residence and attics	Not less than 5/8-inch "X" gypsum board or equivalent applied to the garage side

From habitable rooms above the garage and structure(s) supporting floor/ceiling assemblies used for separation required by this section		Not less than 5/8-inch "X" gypsum board or equivalent
Garages located less than 5 feet from a dwelling unit on the same lot		Not less than 5/8-inch "X" gypsum board or equivalent applied to the interior side of exterior walls and ceilings within the garage

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

N. Delete Section R302.13

O. Amend Section R305.1.1 Exception to read:

Existing basements not having a height as specified in this section are allowed to be finished with a ceiling height that is not decreased more than the minimal measurement created by applying a finished ceiling of gypsum board or acoustical ceiling tiles.

P. Amend Section R310.2.3 to add the following exception:

A landing may be provided to meet the maximum sill height of forty-four (44) inches above the floor or landing provided. The landing shall be not less than thirty-six (36) inches wide, not less than twelve (12) inches out from the exterior wall, and not more than twenty-four (24) inches in height. The landing shall be permanently affixed to the floor below or the wall under the window it serves.

Q. Amend Section R310.6 Exception to read:

New habitable spaces created in an existing basement shall be provided with emergency escape and rescue openings in accordance with Section R310.1.

R. Amend Section R311.3.2 Exception to read:

A top landing is not required where a stairway of not more than four rises is located on the exterior side of a door, provided the door does not swing over the stairway.

S. Amend Section R311.7.5.1 to add exception 3 with the following language:

The dimension of the top and bottom riser of a stair may vary up to 1-inch (25.4 mm) from the stairway riser dimension; however, in no case shall the riser height exceed seven and three-quarter inches.

T. Amend Section R311.7.8.4 to add exception 3 with the following language:

Handrails within a dwelling unit or serving an individual dwelling unit shall be permitted to be interrupted at one location in a straight stair when the rail terminates into a wall or ledge and is offset and immediately continues.

U. Delete Section R313.1 and replace with the following:

1. 313.1 Townhouses automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in townhouses.

2. Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing townhouses that do not have an automatic residential fire sprinkler system installed.

2. Townhouse structures where the conditioned square footage of the entire building is less than eighteen thousand (18,000) square feet. For purposes of this section, conditioned space shall be defined as space that can be occupied but shall not include garages or attics.

3. Townhouse structures that contain eight (8) or less dwelling units.

V. Delete Section R313.2 and replace with the following:

313.2 One and two-family dwelling automatic fire sprinkler systems. An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.

Exceptions:

1. An automatic residential fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.

2. One and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garages and other unenclosed areas.

W. Amend Section R317.1 to add the following:

8. Fences. Residential fences shall be chain link, ornamental iron, PVC/Composite, or approved wood. Wood used in fences shall be treated wood, or approved wood of natural resistance to decay.

X. Replace Table R403.1(1),(2), (3) with the following:

TABLE R403.1
FOUNDATIONS FOR STUD BEARING WALLS

Number of Stories	Thickness of Foundation Walls <i>Unit</i> <i>Concrete Masonry</i>		Minimum Width of Footing (inches)	Thickness of Footing (inches)	Minimum Depth of Foundation Below Natural Surface of Ground and Finish Grade (inches)
1	8	8	16	8	42
2	8	8	16	8	42
3	10	10	18	12	42

Y. Delete Section R403.1.4.1 Exception 1 and replace with the following:

Accessory structures up to 200 square feet may be constructed on a 4 inch wood deck or 4 inch concrete slab. Protection for detached garages and other accessory structures 1024 square feet or less in size, located more than ten (10) feet from a dwelling, attached garage, or other principal structures, may be accomplished with a floating slab (monolithic). The floating slab shall include a thickened slab edge or a minimum eighteen (18) inches thick. Twelve inches of the thickened slab shall be below grade and six inches shall be above finished grade. The bottom portion of the thickened slab area shall be twelve (12) by twelve (12) inches. Two #4 rebar shall be placed within the thickened edge continuous around the perimeter of the slab. The floor shall be Portland cement concrete not less than four (4) inches thick. Garage floor areas shall have all sod and/or debris removed. For detached garages and accessory structures exceeding 1024 square feet, a frost protected footing and foundation shall be required.

Z. Delete Section R403.1.4.1 Exception 2.

AA. Amend Section R404.1 to add the following:

1. Scope. Notwithstanding other design requirements of Sections R404.1 - R404.1.5.2 of the International Residential Code, foundation retaining walls for one and two family dwelling occupancies of Type V construction may be constructed in accordance with this section, provided that use or building site conditions affecting such walls are within the limitations specified in this section. Concrete foundation walls shall be selected and constructed in accordance with the provisions of Section R404.1.3. Masonry foundation walls shall be selected and

constructed in accordance with the provisions of Section R404.1.2. If backfill prior to a poured in place floor slab is desired, one of the following methods to provide bottom lateral support shall be completed: (1) a full depth (minimum 1-1/2") nominal 2" x 4" keyway may be formed into the footings to secure the bottom of the foundation wall -or- (2) 36" long vertical # 4 rebar may be embedded a minimum of 6" into the footings not to exceed 7' on center spacing.

BB. Amend Code to Add Code Section: IRC R404.1.3.2.3 Insert the following language and Table:

Table R404.1.3.2.3 - 'Foundation Walls for Conventional Light Frame Construction'

Height of Foundation Wall (Net measured from top of basement slab to top of foundation)		Thickness of Foundation Walls		Reinforcement Type and placement within Foundation Wall**	Reinforcement Type and placement within Foundation Wall** (maximum 12' span between corners and supporting cross	Type of Mortar
		Unit				
Gross	Net	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 1/2"	8"	1/2" horizontal bars, placement in the middle, and near the top & bottom – 1/2" bars @ 6' max. vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter 18 IBC	1/2" bars 2' o.c. horizontally & 20" vertically o.c.	See Chapter 18 IBC	Same as above
10	9' 8"	8"	See Chapter 18 IBC	(5/8" bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as above

*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2" depth x 4" width keyway in footing

** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. Center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code.

NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. reinforcement of minimum 2 – Y2" diameter rebar throughout. Placement of reinforcement and requirements of Chapter 19 of the International Building Code.

NOTE: Material used for backfilling shall be carefully placed granular soil of average or high

drained with an approved drainage system as prescribed in Section 1805.4 of the International containing a high percentage of clay, fine silt or similar materials of low permeability or where backfill materials are not drained or an unusually high surcharge is to be placed designed wall shall be required.

Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.

- BB. Amend Chapter 11 Energy Efficiency -- Energy Efficiency, of the IRC is hereby amended by deleting this chapter and inserting the following:

Provisions of the International Energy Conservation Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be prescribed in "this code" and the regulations shall be known as the Waukee Energy Code.

- CC. Amend Section R1601.4 to add the following:

Section 1601.4 Installation. Duct installation shall comply with sections M1601.4.1 through M1601.4.11

Section 1601.4.11. Air plenum and duct separation. Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned spaces by construction with sufficient insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

- DD. Delete Section R G2414.5.2 (403.5.2) and replace with the following:

Section G2415.5.2 (403.5.2): Corrugated Stainless Steel Tubing (CSST). Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section G2411. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

- EE. Delete Section R G2414.5.4 (403.5.5) and replace with the following:

Section G2414.5.4 (403.5.5): Corrugated Stainless Steel Tubing. Arc resistant corrugated stainless steel tubing shall be listed in accordance with ANSI LC 1 (Optional Section 5.16)/CSA 6.26.

FF. Amend section P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall not be less than 60 inches below finished grade at the point of septic tank connection or as approved by Polk County Environmental Health. Building sewers shall not be less than 60 inches below grade.

GG. Add Code Section IRC E3704.7 and insert the following language:

3704.7 Prohibited Locations. Feeders supplying a townhome shall not cross a property line other than the individual unit served. For the purposes of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

Exception: If a recorded easement is established in a concealed space or attic within the townhome unit, feeds are allowed within the easement.

155.04 ADOPTION OF THE 2021 INTERNATIONAL BUILDING CODE. Pursuant to published notice and public hearing, as required by law, the International Building Code, 2021 Edition, published by the International Code Council, is hereby adopted in full to include Appendix K except for such portions as may hereinafter be deleted, modified or amended.

155.05 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the International Building Code, 2021 Edition, are hereby made:

A. Insert Section 101.1 to read City of Bondurant

B. Delete Sections 105.2(Building 2), 105.2(Building 5), 105.2(Building 6).

C. Amend Section R105.6 to include the addition of R105.6.1 Revocation of permit. Insert Section R105.6.1 to read: Revocation of Permit. It is the permit holder's responsibility to schedule the required inspections and obtain final approvals. Failure to schedule the required inspections and receive approval of work authorized by the permit before covering said work or at completion shall result in revocation of the permit and void any associated approvals granted by the City. This failure shall also equate to working without a permit in violation of City ordinance and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City. Failure

to contact the City for any inspection or follow-up prior to expiration of a permit shall be deemed a violation of this code section. Failure to contact the City for any inspection or follow-up prior to expiration of a Temporary Certificate of Occupancy shall also be deemed a violation of this code section. Allowing occupancy of a structure, for which a person or company holds a building permit, prior to or without a valid Certificate of Occupancy (temporary or final) shall be deemed a violation of this code section and no future permits shall be issued to any person or company who has outstanding violations of this code or any other laws or ordinances of the City.

- D. Add the following to Section 109.2 Schedule of Permit Fees with the following language:
Permit fees will be derived from the City of Bondurant Fee Schedule as adopted.
- E. Add the following to Section R109.3: The Building Valuation will be derived from the construction costs for the total work submitted by the contractor, or the most current Building Valuation Data Schedule published by the International Code Council (ICC). Submitted contractor valuation shall not be less than derived valuation through ICC. Published data is utilized by the Administrative Official in an effort to maintain consistency and fairness for permit fee calculations. It is not intended to reflect actual taxable value.
- F. Delete Section 308.5.4 and replace with the following:

308.5.4 Eight or fewer persons receiving care in a dwelling unit. A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.
Exception:
Day Care facilities that provide custodial care for 16 or fewer persons for less than 24 hours per day in a single family dwelling, and where registered with the State of Iowa Department of Human Services as a child development home are permitted to comply with the International Residential Code.
- G. Delete Section 310.4.1 and replace with the following:
310.4.1 Care facilities within a dwelling. Care facilities within a dwelling shall adhere to section 308.5.4.
- H. Amend Section 423.5 to delete entire section including subsections 423.5.1 and 423.5.2 and replace with the following language:
423.5 Group E occupancy. In areas where the shelter design wind speed for tornadoes is 250 mph in accordance with Figure 304.2 (1) of ICC 500, all Group

E occupancies with a program occupant load of 50 or more shall have a storm shelter constructed in accordance with Chapters 1 through 5 & 8 of ICC 500.

Exceptions:

- 1 Group E day care facilities.
2. Group E occupancies accessory to place of religious worship.
3. Buildings meeting the requirements for shelter design in ICC 500.
4. Accessory structures to existing group E sites where the occupancy classification of said structures are classified as Groups A-5 and U.

423.5.1 Required Occupant Capacity. The required occupant capacity of the storm shelter shall include all buildings classified as a Group E occupancy on the campus or site (whichever is larger) and shall be the greater of the following:

1. The total occupant load of the classrooms, vocational rooms and offices in the Group E occupancy.
2. The occupant load of any indoor assembly space that is associated with the Group E occupancy.

Exceptions:

1. Where a new building is being added on an existing Group E site, and where the new building is not of sufficient size to accommodate the required occupant capacity of the storm shelter for all of the buildings on-site, the storm shelter shall at a minimum accommodate the required capacity for the new building.
2. Where approved by the code official, the required occupant capacity of the shelter shall be permitted to be reduced by the occupant capacity of any existing storm shelters on the campus or site.

423.5.2 Location. Storm shelters shall be located within the buildings they serve, or shall be located where the maximum distance of travel from not fewer than one exterior door of each building to a door of the shelter serving that building does not exceed 1,000 feet.

The installation of portable buildings for utilization on the campus or site for educational purposes is considered new construction and classified as Group E occupancies.

Exception: Existing schools undergoing alterations, additions, or construction of new accessory buildings.

- I. Delete Code Section: IBC 502.1 (Correlation IFC 505.1) and replace with the following language:

502.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building

identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 502.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 502.1
Minimum Height and Stroke Width

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

- ^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.
- ^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

J. Modify IBC Section 716.2.6.1 to add the following language after the last sentence:
Automatic, self-closing, UL listed hinges may only be installed on the dwelling room entry door.

K. Add Section 902.1.1.1 (Correlation IFC 901.4.6.1) to include the following language:

902.1.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

L. Add new code section IBC 902.1.5 (Correlation IFC 901.4.6.5 K) to include the following language:

902.1.5 Temperature Sensor. Provide a low temperature sensor in the fire sprinkler riser room. Low Temperature Sensor shall be monitored to prevent freezing.

M. Delete Section 903.2.11.1.3 and replace with the following:

903.2.11.1.3 Basements. Where any portion of a basement is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the basement shall be equipped throughout with an approved automatic sprinkler system.

N. Delete Section 903.4.2 and replace with the following:

903.4.2 Alarms. An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

O. Amend Section 1008.3.3. to add the following locations with sequential numbering:

5. Public restrooms containing more than one water closet/urinal or that are accessible.
6. Meeting and conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

P. Amend Section 1009.2 to add the following:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Q. Add Section 1010.1.6.1 with the following language:

1010.1.6.1 For landings required by Section 1010.1.5 to be at the same elevation on each side of the door, exterior landings at doors shall be provided with frost protection.

R. Amend Section 1010.2.2 to add the following:

Thumb Turn Locks shall not be allowed.

S. Add the following Section 1013.1.1:

1013.1.1 Additional Exit Signs. Exit signs may be required at the discretion of the Administrative Official to clarify an exit or exit access.

T. Delete Sections 1013.5 and 1013.6 including 1013.6.1, 1013.6.2 and 1013.6.3.

U. Add the following Section 1028.5.1:

1028.5.1 Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

V. Modify Code Section: IBC 1301.1 and replace with the following language:
Section 1301.1 Scope. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all matters governing the design and construction of buildings for energy efficiency. Administration shall be as prescribed in chapter 1 of the currently State adoption of the IECC and these regulations shall be known as the Bondurant Energy Code.

W. Amend Section 1608.2 to add the following: For purposes of determining snow loads, the minimum ground snow load for design purposes shall be 30 pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof snow load may be reduced to not less than 80 percent of the ground snow load.

X. In Section 1609.1.1 add the following: For purposes of determining wind loads, the minimum basic wind speed shall be considered as 115 miles per hour; except when referenced documents are based on fastest mile wind velocities, Table 1609.3(1) shall be used.

Y. Add the following to Section 1807.1 Foundation Retaining Walls for Group R Occupancies:

1. Scope. Notwithstanding other design requirements of Chapters 18, 19 and 21 of the International Building Code, foundation retaining walls for Group R occupancies of Type V construction may be constructed in accordance with this section, provided that use or building site conditions affecting such walls are within the limitations specified in this section.

2. Specifications. General specifications for such foundation retaining walls shall be as follows:

Table - 'Foundation Walls for Conventional Light Frame Construction'

Height of Foundation Wall (Net measured from top of basement slab to top of foundation)		Thickness of Foundation Walls		Reinforcement type and placement within Foundation Wall**	Reinforcement type and placement within Foundation Wall** (maximum 12' span between corners and supporting cross walls)	Type of Mortar
		Unit				
		Gross	Net			
Concrete	Masonry	Concrete	Masonry	Concrete	Masonry	Masonry
8	7' 8"	7 1/2"	8"	1/2"horizontal bars, placement in the middle, and near the top & bottom – Y2" bars @ 6' max. vertically	0.075 square inch bar 8' o.c. vertically in fully grouted cells. If block is 12" nominal thickness, may be unreinforced.	Type M or S. Grout & Mortar shall meet provisions of Chapter 21 IBC
9	8' 8"	8"	See Chapter			
10	9' 8"	8"	See Chapter	1/2" bars 2' o.c. horizontally & 20"	See Chapter 18 IBC	Same as above
			18 IBC	(5/8" bars 2' o.c. horizontally & 30" vertically o.c.)	See Chapter 18 IBC	Same as
*Concrete floor slab to be nominal 4". If such floor slab is not provided prior to backfill, provide embedded in the footing @ maximum 7' O.C. spacing -and/or- 2) full depth nominal 2"depth x 4"width keyway in footing						
** All reinforcement bars shall meet ASTM A6175 grade 40 minimum and be deformed. center of wall and meet the provisions of chapters 18, 19, and 21 of the International Building Code						
NOTE: Cast in place concrete shall have a compressive strength of 3,000 lbs @ 28 days. reinforcement of minimum 2 – 1/2" diameter rebar throughout. Placement of reinforcement and requirements of Chapter 19 of the International Building Code.						
NOTE: Material used for backfilling shall be carefully placed granular soil of average or high drained with an approved drainage system as prescribed in Section 1805.4 of the International containing a high percentage of clay, fine silt or similar materials of low permeability or where backfill materials are not drained or an unusually high surcharge is to be placed designed wall shall be required.						
Note: Foundation plate or sill anchorage shall be installed in accordance with the respective codes as applicable.						

Z. Replace Table 1809.7 with the following:

TABLE 1809.7
FOUNDATIONS FOR STUD BEARING WALLS

Number of Stories	Thickness of Foundation Walls		Minimum Width of Footing (inches)	Thickness of Footing (inches)	Minimum Depth of Foundation Below Natural Surface of Ground and Finish Grade (inches)
	Unit	Concrete Masonry			
1	8	8	16	8	42
2	8	8	16	8	42
3	10	10	18	12	42

155.06 ADOPTION OF THE 2021 INTERNATIONAL EXISTING BUILDING CODE.

Pursuant to published notice and public hearing, as required by law, the International Existing Building Code, 2021 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

155.07 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the International Existing Building Code, 2021 Edition, are hereby made:

A. Add the following to Section 108.2 Schedule of Permit Fees with the following language:
Permit fees will be derived from the City of Bondurant Fee Schedule as adopted.

B. Add New Code Section: IEBC 302.6 with the following language:
Section 302.6 Fire Protection. Existing buildings containing R-2 occupancies shall be made to comply with the International Building Code Section 903.2.8 within two (2) years of any of the following situations:

1. Fire damage to three or more dwelling units, not including smoke or water damage or other damage from fire-fighting operations.

2. Issuance of a building permit for a Level III alteration as identified

in

Chapter 6 of the International Existing Building Code.

155.08 ADOPTION OF THE 2018 INTERNATIONAL MECHANICAL CODE. Pursuant to published notice and public hearing, as required by law, the International Mechanical Code, 2021 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

155.09 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the International Mechanical Code, 2021 Edition, are hereby made:

A. The City of Bondurant interprets “NFPA 54 and NFPA 58” as equivalent alternatives for design to meet the intent of the 2021 International Fuel Gas Code

B. Amend Section 109.5 to add the following:
Permit fees will be derived from the City of Bondurant Fee Schedule as adopted.

C. Amend Section 306.5 to add the following:

If the tenants of a multiple tenant building have, or are allowed to have, mechanical facilities on or which penetrate the roof, then roof access ladders must be provided for use by all such tenants and their agents and contractors in a manner that does not require accessing space under the control of another tenant.

D. Delete Section 307.2.4.1 and replace with the following:

307.2.4.1 Ductless mini-split system traps. Ductless mini-split equipment that produces condensate shall be installed per manufacturer’s instructions.

E. Amend Section 603.1 to add the following:

Air plenums and ducts located in floor and wall cavities shall be separated from unconditioned space by construction with insulation to meet energy code requirements. These areas include but are not limited to exterior walls, cantilevered floors, and floors above garages.

155.10 ADOPTION OF THE 2021 UNIFORM PLUMBING CODE. Pursuant to published notice and public hearing, as required by law, the Uniform Plumbing Code, 2021 Edition, published by the International Association of Plumbing and Mechanical Officials and amended by the State of Iowa, is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

155.11 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the Uniform Plumbing Code, 2021 Edition, are hereby made:

The City of Bondurant interprets the 2021 International Plumbing Code as published by the International Code Council as an equivalent alternative to the 2018 Uniform Plumbing Code.

A. UPC Section 104.5: Delete Table 104.5 and insert the following language:

permit fees will be derived from the City of Bondurant Fee Schedule as adopted.

- B. Amend Section UPC 407.3 to include the following language at the end of the Code section:

Tempering devices shall be installed at or as close as possible to the point of use.

- C. Amend Section UPC 418.3 to include location #5 with the following language:

Rooms containing a water heater.

- D. Amend Section UPC 609.1 to add the following language:

Water service piping shall have no less than five feet (5') of soil cover.

- E. Amend Section UPC 701.2 to add the following language:

(7) The use of SDR 23.5 is an acceptable material for exterior building sewers.

- F. Amend Section UPC 717.1 to add the following language:

717.1.1 Size of Drainage Piping. The main building drain shall be a minimum four inch (4") diameter.

- G. Amend Section UPC 718.3.1 to add the following language:

718.3.1 Protection from damage. Building sewers less than 42 inches below grade shall be cast iron pipe or be protected with an engineered system to prevent damage from freezing and frost heave.

- H. Amend Section UPC 1014.1 to add the following language:

Notwithstanding provisions of section 1014.1, regulations of Fat Oil and Grease (FOG) and sizing of FOG removal devices where connected to Wastewater Reclamation Authority (WRA) system shall be in accordance with WRA regulations for the regulations of industrial wastewater and commercial wastewater.

- I. Delete Section UPC 1101.12.2.2.2 Combined System.

J. Amend Section UPC 1208.6.4.4 to add the following language:

1208.6.4.4 Corrugated Stainless Steel Tubing. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 1211.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

155.12 ADOPTION OF THE 2020 NATIONAL ELECTRIC CODE. Pursuant to published notice and public hearing, as required by law, the currently adopted by the State of Iowa Edition of the National Electrical Code, published by the National Fire Protection Association, is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

155.13 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the National Electrical Code, as currently adopted by the State of Iowa, are hereby made:

A. Amend Section 90.2 to add the following language:

90.2(D) Scope. Permits required. Permits shall be required for work contained within the scope of this article. Permit fees will be derived from the City of Bondurant Fee Schedule as adopted.

B. Delete section 210.8(A). and insert in lieu thereof the following new section:

210.8 (A) Dwelling Units.

All 125-volt receptacles installed in locations specified in 210.8 (A)(1) through 210.8 (A)(11) shall be ground-fault circuit-interrupter protection for personnel.

(1) Bathrooms

(2) Garages and also accessory buildings that have floor located at or below grade level not intended to be habitable rooms and limited to storage areas, work areas, or similar use

(3) Outdoors

Exception to (3) Receptacles that are not readily accessible and are supply branch circuits dedicated to electrical snow-melting, deicing, or pipeline and Bessel heating equipment shall be permitted to be installed in accordance with 426.28m or 427.22, as applicable

(4) Crawl spaces – at or below grade level

(5) Basements

Exception to (5): A receptacle supplying only a permanently installed fire alarm or burglar alarm system shall not be required to have ground-fault circuit-interrupter protection.

Informational Note: See 760.41B and 760.121(B) for power supply requirements for fire alarm systems.

Receptacles installed under the exception to 210.8 (A) (5) shall not be considered as meeting the requirements of 210.52(G).

(6) Kitchens – Where the receptacles are installed to serve the countertop surfaces

(7) Sinks – Where receptacles are installed within 1.8 m (6 ft) from the top inside edge of the bowl of the sink

(8) Boathouses

(9) Bathtubs or shower stalls – Where receptacles are installed within 1.8 m (6 ft) of the outside edge of the bathtub or shower stall

(10) Laundry areas

Exception to (1) through (3), (5) through (8), and (1): Listed locking support and mounting receptacles utilized in combination with compatible attachment fittings installed for the purpose of serving a ceiling luminaire or ceiling fan shall not be required to be ground-fault circuit-interrupter protected. If a general-purpose convenience outlet is integral to the ceiling luminaire or ceiling fan, GFCI protection shall be provided.

(11) Indoor damp and wet locations

C. Delete section 210.8(F)

D. Add Code Section NEC 215.13 Prohibited Locations with the following language:

NEC 215.13 Prohibited Locations. Feeders supplying townhomes shall not extend through any townhome unit other than the unit served. For the purpose of this provision, the term townhome shall mean a single-family dwelling unit constructed in a group of two or more attached units in which each unit extends from the foundation to roof with a yard or public way on not less than two sides.

Exception: If a recorded easement is established in a concealed space or attic within a townhome unit, feeders are allowed within that easement.

155.14 ADOPTION OF THE 2021 INTERNATIONAL FUEL GAS CODE. Pursuant to published notice and public hearing, as required by law, the International Fuel Gas Code, 2021 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

155.15 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the International Fuel Gas Code, 2021 Edition are hereby made:

A. Amend Section 106.6.2 to include the following language: Permit fees will be derived from the City of Bondurant Fee Schedule as adopted.

B. Delete Section 5.6.3.4 and the replace with the following:

5.6.3.4 Corrugated Stainless Steel. Only CSST with an Arc Resistant Jacket or Covering System listed in accordance with ANSI LC-1 (Optional Section 5.16)/CSA 6.26-2016 shall be installed in accordance with the terms of its approval, the conditions of listing, the manufactures instructions and this code including electrical bonding requirements in Section 7.13.2. CSST shall not be used for through wall penetrations from the point of delivery of the gas supply to the inside of the structure. CSST shall not be installed in locations where subject to physical damage unless protected in an approved manner.

155.16 ADOPTION OF THE 2021 INTERNATIONAL PROPERTY MAINTENANCE CODE. Pursuant to published notice and public hearing, as required by law, the International Property Maintenance Code, 2021 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

155.17 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the International Property Maintenance Code, 2021 Edition, are hereby made:

A. Amend Section 101.1 Title to insert Bondurant as the jurisdiction referenced.

B. Amend Section 103.5 Fees to include the following language: Permit fees will be derived from the City of Bondurant Fee Schedule as adopted.

C. Amend Section 302.4 to delete [JURISDICTION TO INSERT HEIGHT IN INCHES] and replace with "8 inches in height on developed properties and 8 inches in height on undeveloped properties."

D. Amend Section 304.14 to read as follows:

During the period from April 15th to October 15th, every door, window and other outside opening required for ventilation of habitable rooms, food

- preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.
- E. Amend Section 602.3 by deleting “[DATE] to [DATE]” and replacing with September 1 to May 30.
 - F. Amend Section 602.4 by deleting “[DATE] to [DATE]” and replacing with September 1 to May 30.
 - G. Insert new sentence prior to last sentence of paragraph in Section 605.2 with the following language:
Any accessible receptacle within 6 feet of a water source shall be provided with Ground-Fault Circuit-Interrupter Protection.
 - H. Amend Section 705.1 to add the following language to the end of the paragraph: In addition, carbon monoxide alarms and detectors shall be installed in accordance with Iowa Code Section 661—Chapter 211.
 - I. Add new Section 705.3 with the following language:
705.3 Installation Locations. Installation locations shall be in conformance with the International Fire Code, the International Residential Code, Iowa Code, and at the location closest to the hazard of an attached garage or fuel-fired appliance.

155.18 ADOPTION OF THE 2012 INTERNATIONAL ENERGY CONSERVATION CODE. Pursuant to published notice and public hearing, as required by law, the International Energy Conservation Code, 2012 Edition, published by the International Code Council, is hereby adopted in full except for such portions as may hereinafter be deleted, modified or amended.

155.19 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the International Energy Conservation Code, 2012 Edition, are hereby made:

- A. The provisions of the International Energy Code as currently adopted and amended by the Iowa State Building Code Bureau shall apply to all

matters governing the design and construction of buildings for energy efficiency.

- B. Delete Sections 101.1, 101.2, 103.3.1, 103.3.2, 103.3.3, 103.4, 103.5, and all of Sections 104, 107, 108 and 109.
- C. All energy code compliance inspections shall be completed by a third party certified to do such inspections with a report submitted to the Administrative Official showing compliance with the State adopted energy code.
- D. Add Code Section C402.1.1.1 Seasonal Structures with the following language:

C402.1.1.1 Seasonal Structures. The following seasonal type structures are exempt from meeting the provisions of this code. (These facilities are allowed to have heating and/or cooling equipment for temporary comfort of patrons and employees during operating hours.)

1. Food Service Buildings that serve patrons at amusement parks, water parks, and outdoor sporting facilities. The buildings can only be occupied by employees, must not be able to allow patrons to be served within the facility and must have its sole means of servicing customers, an operable exterior serving window.
2. Restroom Facilities that serve amusement parks, water parks, and outdoor sporting facilities.

- E. Delete Section C408.2 and replace with the following:

Mechanical systems and service water-heating systems commissioning and completion requirements. Prior to the final mechanical and plumbing inspections, the registered design professional or approved agency shall provide evidence of mechanical systems commissioning and completion in accordance with the provisions of this section. The Commissioning Agent shall be in no way affiliated with the project's design, installation or sale of products, to avoid any conflict of interest. The Commissioning Agent shall be accredited by an industry-recognized certification program, to be determined by the AHJ.

155.20 ADOPTION OF THE 2021 INTERNATIONAL FIRE CODE. Pursuant to published notice and public hearing, as required by law, the *International Fire Code*, 2021 edition, including Appendix Chapters **B, C, D, I, K, and N** (see *International Fire Code* Section 101.2.1, 2021 edition), as published by the International Code Council, is hereby adopted in full as the Fire Code of City of Bondurant for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and

premises as herein provided; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this resolution.

155.21 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS. The following amendments, modifications, additions and deletions to the International Fire Code, 2021 Edition, are hereby made:

A. Section 101.1. Insert: **[City of Bondurant]**

B. Code Section 109: Refer to City of Bondurant Board of Appeals.

C. Delete Code Section: IFC 308.1.4 Replace with the following language:

308.1.4 Open-flame cooking devices. Charcoal burners, other open-flame cooking devices, and other devices that produce ashes or embers shall not be operated on balconies or within 20 feet (3048 mm) of combustible construction. Location of LP containers shall comply with Section 6104. **Exceptions:**

1. One- and two-family *dwelling*s, constructed in accordance with the *International Residential Code*.
2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds.

D. Insert New Code Section:

319.11 Location. Mobile food vehicles shall not be located within 20 feet (6096 mm) of buildings, tents, canopies or membrane structures.

E. Insert New Code Section: IFC 503.1.4 Insert the following language:

503.1.4 Outdoor Venue Access. A 10 ft. wide emergency access roads designed to support 36,000 lb. weight load shall be provided within 350-feet of all portions of an outdoor venue (e.g. soccer complex, park, skate park, sports fields) to facilitate emergency vehicle access.

Exception: The fire code official is authorized to increase the dimension of 350 feet where emergency access roads cannot be installed because of location on property, topography, waterway, nonnegotiable grades, or other similar conditions, and an approved alternative means of emergency access is provided.

F. Delete Code Section: IFC 505.1 Replace with the following language:

505.1 Address identification. New and existing buildings shall have *approved* address numbers, building numbers or *approved* building identification placed in a

position that is plainly legible and visible from the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the *fire code official*, address numbers shall be provided in greater dimension or additional *approved* locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and a minimum stroke width as dictated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the *public way*, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained.

Table 505.1
Minimum Height and Stroke Width

Distance from the centerline of the Public Way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2
100	199	6	3/4
200	299	8	1
For each additional 100		Increase 2	Increase 1/2

^a Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch.

^b Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/4 inch.

G. Modify Code Section: IFC 508.1 Replace with the following language:

508.1 General. Where required by other sections of this code, Table 508.1, and in all buildings classified as high-rise buildings by the *International Building Code*, a *fire command center* for fire department operations shall be provided and shall comply with Sections 508.1.1 through 508.1.6.

H. Add Code Section: IFC Table 508.1 Add the following language:

Table 508.1 Fire Command Center Thresholds

Occupancy	Threshold Requiring a Fire Command Center
Group A	1,000 occupants
Group E	100,000 gross square feet
Group F	200,000 gross square feet
Group H	100,000 gross square feet
Group I-2 or I-3	100,000 gross square feet
Group M	100,000 gross square feet
Group R1	Greater than 200 <i>dwelling units</i> or <i>sleeping units</i>
Group S	200,000 gross square feet

- I. Modify Code Section IFC 705.2.4 and replace with and add the following language:

705.2.4 Door Operation. Swinging fire doors shall close from the full open position and latch automatically. The door closer shall:

1. Exert enough force to close and latch the door from any partially open position.
2. Be UL listed and of hydraulic type, spring type shall not be allowed.

- J. Insert New Code Section: IFC 901.4.6.1.1 (correlation: IBC 902.1.1.1) Insert the following language:

901.4.6.1.1 Fire Sprinkler Riser Room. A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be exclusively accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

- K. Insert New Code Section: IFC 901.4.6.5 (correlation IBC 902.1.5) Insert the following language:

901.4.6.5 Temperature Sensors. Provide a low temperature sensor in the fire sprinkler riser room. Low Temperature Sensor shall be monitored to prevent freezing.

- L. Insert New Code Section IFC 903.3.1.1.3 (correlation: IBC 903.3.1.1.3)

903.3.1.1.3 Sprinkler installed under exterior projections. A canopy covering a door that is required to be marked as an exit shall be required to have fire sprinklers installed outside that door if the canopy extends more than 4 feet out from the door and is 12 feet or less in height from the ground regardless of whether the canopy is combustible or non-combustible. Canopies that have vehicle access under them with door openings shall be required to have fire sprinklers installed under the total canopy regardless of whether the canopy is combustible or non-combustible.

- M. Modify Code Section IFC 903.3.1.2 (correlation: IBC 903.3.1.2) and replace with the following language:

903.3.1.2 NFPA 13R sprinkler systems. Automatic sprinkler systems in Group R occupancies up to and including four stories in height in buildings not exceeding 60 feet (18288 mm) in height above grade plane shall be permitted to be installed

throughout in accordance with NFPA 13R. Attics shall be protected throughout with an *automatic sprinkler system* installed in accordance with NFPA 13.

- N. Modify Code Section: IFC 903.2.11.1.3 (correlation: IBC 903.2.11.1.3) Replace with the following language:

903.2.11.1.3 Basements. Where any portion of a *basement* is located more than 75 feet (22 860 mm) from openings required by Section 903.2.11.1, the *basement* shall be equipped throughout with an *approved automatic sprinkler system*.

- O. Modify Code Section: IFC 903.4.2 (correlation: IBC 903.4.2) Replace with the following language:

903.4.2 Alarms. *An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system.* Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an *approved* location. Where a fire alarm system is installed, actuation of the *automatic sprinkler system* shall actuate the building fire alarm system.

- P. Modify Code Section: IFC 1008.3.3 (correlation: IBC 1008.3.3) Replace with the following language:

1008.3.3 Rooms and spaces. In the event of a power supply failure, an emergency electrical system shall automatically illuminate all of the following areas:

1. Electrical equipment rooms
2. Fire command centers
3. Fire pump rooms
4. Generator rooms
5. Public restrooms that contain more than one water closet/urinal or that are accessible
6. Meeting/conference rooms with an area greater than 400 square feet.
7. Classrooms in an E occupancy with an area greater than 400 square feet.

- Q. Modify Code Section: IFC 1009.2 (correlation: IBC 1009.2) Insert item # 11 with the following language:

11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

- R. Add Code Section: IFC 1010.1.6.1 (correlation: IBC 1010.1.6.1) Insert the following language:

1010.1.6.1 Frost Protection. Landings required by Section 1010.1.5 to be at the same elevation on each side of the door exterior landings at doors shall be provided with frost protection.

- S. Modify Code Section: IFC 1010.1.9.1 (correlation: IBC 1010.1.9.1) Replace with the following language:

1010.1.9.1 Hardware. Door handles, pulls, latches, locks and other operating devices on doors required to be accessible by Chapter 11 of the International Building Code shall not require tight grasping, tight pinching or twisting of the wrist to operate. This includes thumb turn locks.

- T. Insert Code Section: IFC 1013.1.1 (correlation: IBC 1013.1.1) Language:

1013.1. 1 Additional Exit Signs. Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

- U. Modify Code Section: IFC 1014.4 (correlation: IBC 1014.4) Insert item # 6 with the following language:

Handrails within a dwelling unit or serving an individual dwelling unit of groups R-2 and R-3 shall be permitted to be interrupted at one location in a straight stair when the rail terminates into a wall or ledge and is offset and immediately continues.

- V. Add Code Section: IFC 1015.9 (correlation: IBC 1015.9) Insert the following language:

1015.9 Walking surfaces. A guard shall be provided along retaining walls where a finished walking surface such as sidewalks, patios, driveways and parking lots or similar is located on the top side of a retaining wall. The guard shall be installed along any portion of the wall measuring 30 inches or greater in height measured at any point within 36 inches horizontally to the edge of the open side. A guard shall not be required along portions of the retaining wall where the horizontal distance between the edge of the finished walking surface and the face of the wall is greater than 72 inches.

- W. Insert Code Section: IFC 1028.5.1 (correlation: IBC 1028.5.1) Insert the following language:

1028.5.1 Hard Surfaces. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

- X. Insert Code Section: IFC 1031.5.3 (correlation: IBC 1030.4.3) Insert the following language:

1031.5.3 Window wells drainage. All window wells shall be provided with approved drainage.

Y. Insert New Code Section: IFC 1203.7 Insert the following language:

Section 1203.7 Shutdown of Emergency and Standby Power Systems. In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at an approved location.

Z. Insert New Code Section: IFC 1203.8 Insert the following language:

Section 1203.8 Emergency Generator Signs. Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs.

Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. When approved switches for emergency power shut-down are located remote from the fire alarm annunciator, an approved sign shall be provided at fire alarm annunciator. Approved signs shall contain the word CAUTION in black letters at least 2 inches (50 mm) high on a yellow background. Such warning signs shall be placed so as to be readily discernible.

AA. Insert New Section 3106.3.1

3106.3.3 Occupancy and means of egress. The number and location of emergency egress and escape routes shall be approved by the fire code official. Exits shall comply with Chapter 10 and be as remote from each other as practical and shall be provided as follows:

Occupant Load	Minimum Number of Exits
1 to 500	2
501 to 1,000	3
1,001 or 1,500	4
each additional 500 persons	36 additional inches of exit width

3106.3.4 Width. The aggregate clear width of exits shall be a minimum of 36 inches wide (914mm) for each 500 persons to be accommodated.

3106.3.5 Signs. Exits shall be identified with signs that read "EXIT". The signs shall be weather-resistant with lettering on a contrasting background. The lettering shall be of sufficient height and brush stroke to be immediately visible from 75 feet (22,860mm). Placement of the exit signs shall be approved by the fire code official.

BB. Insert Code Section: IFC 6104.3.3 Insert the following language:

6104.3.3 LP Gas Containers in Group R Occupancies. LP Gas shall not be stored or used inside of a building.

Section 2. **REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. **SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 4. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

PASSED AND APPROVED by the City Council this _____ day of _____, 2023.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. _____, was published as required by law on the ____ day of _____, 2022.

Shelby Hagan
City Clerk



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

Item No. 7.a.
For Meeting of 4/17/2023
Public Hearing

TITLE: Public Hearing on Award of Contract for BRSC Parking Lot

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff have been working on a project with engineers from Shive-Hattery to be able to add a new parking area at the BRSC to accommodate both the Little League and soccer club. The new parking space will include approximately 142 parking stalls with ADA complaint stalls that will be adjacent to the Parkside Trail connection once that project is completed later this year as well. This parking will help to address the growing concern about parking for all events at the BRSC.

Polk County Public Works is assisting the city on this project with construction inspection and pay application processing. This will be a great addition to the community for many years to come.

A special thanks to the Mary Bump Foundation for sponsoring a significant portion of the grant funding for this project, as well as the Bondurant Little League for helping secure a Prairie Meadows grant for this project. The Bondurant Soccer Club and Little League are also supporting the project with funding and in-kind support.

The City has invested \$1,412,860 in the Bondurant Recreational Sports Complex (prior to the investment in the parking lot) since 2016.

The City opened bids on April 12th, 2023, at 2:00 pm. We received 9 bids for the project ranging from \$487,367.50 to \$588,184.29. Staff would recommend awarding of the contract to the apparent low bidder to include the base bid and bid alternate #1 for PCC pavement to Sandstone Management LTD for the amount of \$487,367.50. The recommended contract is for a concrete parking lot.

FUNDING SOURCE: Grant/Bond/LOSST funds

STAFF RECOMMENDATION: Hold public hearing

APPROVED FOR SUBMITTAL:

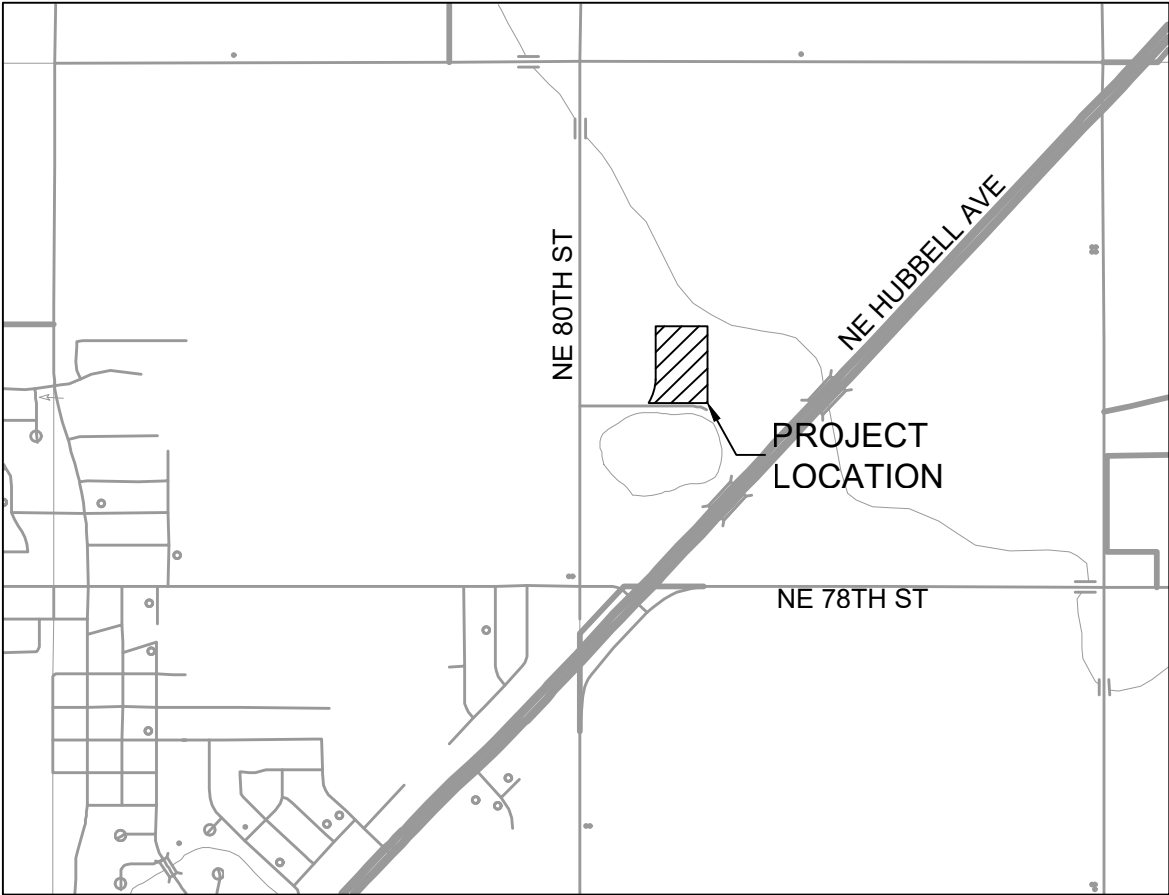
ATTACHMENTS:

1. 2023-02-24 BRSC Final Review Plans
2. BRSC_Project_Spec_Manual_Draft
3. 2023-04-14_BRSC Parking Expansion Bid Results Letter
4. 2023-04-14_BRSC Parking Expansion_Unit Price Bid Tab

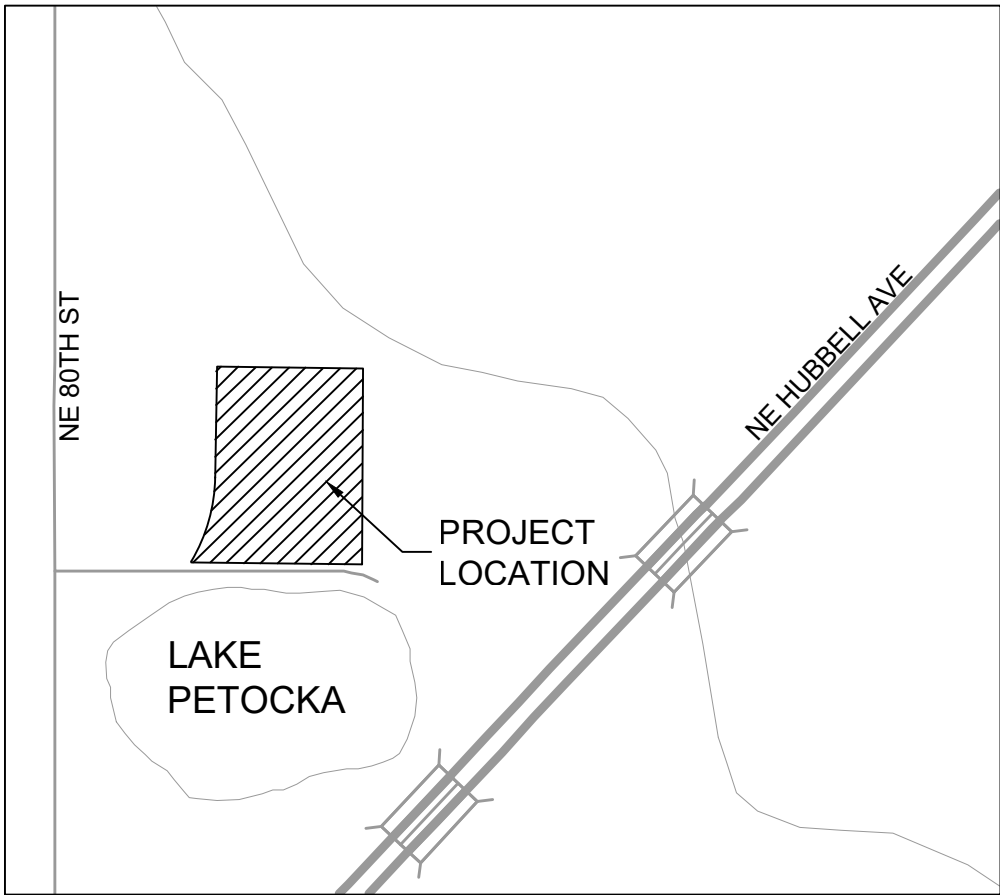
BONDURANT SPORTS COMPLEX PARKING IMPROVEMENTS

JR HAINES PKWY

BONDURANT, IOWA 50035



VICINITY MAP - BONDURANT, IOWA



PROPERTY OWNER

CITY OF BONDURANT
200 2nd ST NE
BONDURANT, IOWA 50035

ENGINEER

SHIVE-HATTERY, INC.
ATTN: DAVID FLIEHLER
4125 WESTOWN PARKWAY, SUITE 100
WEST DES MOINES, IA 50266
PHONE: 515-223-8104
EMAIL: DFLIEHLER@SHIVE-HATTERY.COM

LEGAL DESCRIPTION

BEG NW COR THN S 782.9F E 1355.3F N 794.9F W TO
POB N1/2 SW 1/4 LESS RD SEC 29-80-22

Sheet List Table

Sheet Number	Sheet Title
C000	COVER SHEET
C001	ESTIMATED PROJECT QUANTITIES
C002	ESTIMATE REFERENCE NOTES
C003	ESTIMATE REFERENCE NOTES
CD01	EXISTING CONDITONS AND DEMOLITION PLAN
C101	SITE PLAN
C201	GRADING AND UTILITY PLAN
C202	GRADING AND UTILITY PLAN
C501	DETAILS

THE 2023 EDITION OF THE IOWA STATEWIDE URBAN DESIGN SPECIFICATIONS FOR
PUBLIC IMPROVEMENTS SHALL APPLY TO ALL WORK PERFORMED ON THIS PROJECT
EXCEPT AS MODIFIED HEREIN.

THIS PROJECT IS COVERED BY THE IOWA DEPARTMENT OF NATURAL RESOURCES NPDES
GENERAL PERMIT NO.2. THE CONTRACTOR SHALL CARRY OUT THE TERMS AND CONDITIONS OF
GENERAL PERMIT NO.2 AND THE STORM WATER POLLUTION PREVENTION PLAN WHICH IS A PART
OF THESE CONTRACT DOCUMENTS.



GENERAL NOTES

- THE LOCATIONS OF UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS PLOTTED ON THE DRAWINGS ARE APPROXIMATE ONLY AND WERE OBTAINED FROM RECORDS MADE AVAILABLE TO SHIVE-HATTERY, INC. THERE MAY BE OTHER EXISTING UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS NOT KNOWN TO SHIVE-HATTERY, INC. AND NOT SHOWN ON THIS DRAWING. THE UTILITY MAINS, STRUCTURES AND SERVICE CONNECTIONS SHALL BE THE RESPONSIBILITY OF THE CONSTRUCTION CONTRACTOR.
- PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT CRITICAL LOCATIONS TO VERIFY EXACT HORIZONTAL AND VERTICAL LOCATION.
- IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL BY CALLING 811 OR 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS.
- THE MEANS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
- NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
- PROTECT EXISTING UTILITIES DURING CONSTRUCTION.
- MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
- SITE CLEAN-UP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES.
- ALL OPEN EXCAVATIONS SHALL BE PROTECTED.
- REPLACE ANY PROPERTY MONUMENTS REMOVED OR DESTROYED BY CONSTRUCTION. MONUMENTS SHALL BE SET BY A LAND SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF IOWA.
- ANY WORK REQUIRED TO COMPLETE THE SCOPE OF THIS PROJECT BUT NOT SPECIFICALLY CALLED OUT, SHALL BE CONSIDERED INCIDENTAL TO THE PROJECT. NO ADDITIONAL COMPENSATION SHALL BE ALLOWED FOR THE COMPLETION OF THIS WORK.
- WORK WHICH DOES NOT CONFORM TO THE REQUIREMENTS OF THE CONTRACT WILL BE CONSIDERED UNACCEPTABLE. UNACCEPTABLE WORK, WHETHER THE RESULT OF POOR WORKMANSHIP, USE OF DEFECTIVE MATERIALS, DAMAGE THROUGH CARELESSNESS OR ANY OTHER CAUSE, FOUND TO EXIST PRIOR TO THE FINAL ACCEPTANCE OF THE WORK, SHALL BE REMOVED AND REPLACED IN AN ACCEPTABLE MANNER, AS REQUIRED BY SHIVE-HATTERY, INC. AT THE CONTRACTOR'S EXPENSE. WORK DONE CONTRARY TO THE INSTRUCTIONS OF SHIVE-HATTERY, INC., WORK DONE BEYOND THE LINES SHOWN ON THE PLANS OR ANY EXTRA WORK DONE WITHOUT AUTHORITY WILL NOT BE PAID FOR.
- ALL SLOPES IN DRIVES AND PARKING AREAS SHALL BE UNIFORM TO AVOID PONDING.
- ALL DIMENSIONS TO FORM GRADE UNLESS NOTED OTHERWISE.
- CONTOURS AND SPOT ELEVATIONS SHOWN ARE TO FINISHED GRADE.
- NO PONDING OF WATER WILL BE ACCEPTED ON ANY NEW PAVEMENT OR OVERLAY AREAS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY ANY AREAS OF EXISTING OR PROPOSED PAVEMENTS THAT HAVE POTENTIAL TO POND WATER AND MAKE ANY ADJUSTMENTS NECESSARY TO ENSURE THAT WATER WILL POSITIVELY DRAIN ACROSS THE PAVING OR OVERLAY.
- STAGING LOCATION FOR CONSTRUCTION EQUIPMENT AND MATERIALS SHALL BE COORDINATED WITH AND APPROVED BY THE OWNER.

- THE CONTRACTOR SHALL PROVIDE EROSION CONTROL MEASURES NECESSARY TO PROTECT AGAINST 2.0 AC OF DISTURBANCE, SILTATION, EROSION, AND DUST POLLUTION ON THE PROJECT SITE AND ANY OFF SITE BORROW OR DISPOSAL AREAS USED FOR THIS PROJECT. COMPLY WITH SOIL EROSION CONTROL REQUIREMENTS OF IOWA CODE, FEDERAL REGULATIONS, AND LOCAL ORDINANCES.
- RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES, WATTLES, INLET PROTECTION, ETC.) TO PREVENT EROSION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION, PERIODIC CHECKING AND REINSTALLATION OF EROSION AND SEDIMENTATION CONTROL MEASURES.
- A SWPPP WILL BE PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE CITY PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL NOT DISTURB VEGETATION OUTSIDE GRADING LIMITS. CONTRACTOR SHALL MINIMIZE DISTURBANCE WITHIN GRADING LIMITS TO THAT NECESSARY TO ACHIEVE PROPOSED GRADES AS SHOWN.
- ALL AREAS DISTURBED BY CONSTRUCTION, NOT DESIGNATED AS PLANTED, SHALL BE SODDED OR SEEDDED. REFER TO PLANS.
- THE CONTRACTOR SHALL PROVIDE AT LEAST ONE OPEN LANE OF TRAFFIC AT ALL TIMES WHEN PERFORMING WORK WITHIN THE PUBLIC RIGHT OF WAY. CONTRACTOR TO PROVIDE TRAFFIC CONTROL ACCORDING TO MUTCD STANDARDS AND COORDINATE WITH THE CITY OF BONDURANT FOR ANY AND ALL PERMITTING RELATED TO TRAFFIC CONTROL IN THE PUBLIC R.O.W.
- NOTIFY UTILITY COMPANIES WHO HAVE FACILITIES THAT ARE SHOWN ON THE PLANS OR KNOWN TO BE WITHIN THE CONSTRUCTION LIMITS OF THE SCHEDULE PRIOR TO EACH STAGE OF CONSTRUCTION.
- CONTRACTOR TO COORDINATE ANY GRADE ADJUSTMENTS WITH THE DESIGN ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING ACCESS TO ADJACENT PROPERTIES THROUGHOUT CONSTRUCTION.
- ALL EXISTING UTILITY STRUCTURES SHALL BE ADJUSTED TO FINAL FINISH GRADES.
- SIGNING, STRIPING OR OTHER TRAFFIC CONTROL DEVICES SHOULD CONFORM TO THE (MUTCD) MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (FEDERAL HIGHWAY ADMINISTRATION, 2009 EDITION).

TRAFFIC CONTROL NOTES

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTROL TRAFFIC DURING CONSTRUCTION AND PROVIDE ADEQUATE TRAFFIC AND PEDESTRIAN CONTROL AND SIGNAGE.
- CONTRACTOR TO INSTALL AND MAINTAIN ORANGE CONSTRUCTION FENCE AROUND PROJECT LIMITS. CONTRACTOR SHALL ASSUME PEDESTRIAN TRAFFIC WILL BE IN THE AREA THROUGHOUT THE PROJECT DURATION.

CIVIL ENGINEER

	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.
	Signature: _____ Date: _____
	Printed or typed name: DAVID R. FLIEHLER
	License Number: 23509
	My License Renewal Date is: DECEMBER 31, 2023
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS	

BONDURANT SPORTS COMPLEX
PARKING IMPROVMENTS

CITY OF BONDURANT
JR HAINES PKWY

02-24-2023

FINAL

PROJECT NO: 2142203350

CLIENT NO: --

C000

SHIVE-HATTERY
ARCHITECTURE + ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.223.0104 | www.shive-hattery.com
Iowa | Illinois | Indiana | Nebraska | Wisconsin

A	B	C
100-4A		
02/24/2023		
ESTIMATE REFERENCE INFORMATION		
Item No.	Item Code	Description
DIVISION 2 - EARTHWORK		
1	2010-D-1000	TOPSOIL, STRIP, SALVAGE AND SPREAD Strip and salvage topsoil to a minimum depth of 8" before excavation occurs. Topsoil to be spread to a minimum of 8" in all disturbed areas. Do not stockpile with other materials. Excess material, if any, to be wasted on site upon foreslopes, backslopes, and ditches. Payment shall be plan quantity adjusted for obvious errors, plan revisions, or change orders.
2	2010-E-1010	EXCAVATION, CLASS 10, RDWY & BORROW The site has an adjusted cut volume of 4576 CY and an adjusted fill volume of 4610 CY resulting in 34 CY of remaining fill needed to construct desired embankment (10% shrinkage adjustment). It is the contractor's responsibility to verify suitability of available material an on site prior to construction. Fill material shall be free from sticks, roots, debris, and organic matter. Compaction of each lift located below areas classified as "Subgrade Preparation, 12 IN." under pavements will require moisture and density control. Moisture and density control testing shall be provided by owner, coordination will be required. All other areas and embankments, Type 'A' compaction shall apply. No payment for overhaul shall be made on this project. Payment shall be plan quantity adjusted for obvious errors, plan revisions, or change orders.
3	2010-G-1012	SUBGRADE PREPARATION, 12 IN. This item shall include preparation of the top 12" of subgrade beneath paved parking areas. Subgrade shall be prepared in two 6" lifts. For areas in cut, remove and replace top 6" of subgrade to prepare lower lift. Subgrade preparation shall extend 3' beyond edge of pavement.
4	2010-I-1004	MODIFIED SUBBASE, 4 IN. Modified subbase shall be placed under all pavement and access drives to a width of 3 foot beyond edge of pavement and to a depth of 4 inches.
DIVISION 4 - SEWERS AND DRAINS		
5	4020-A-1015	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 15 IN
6	4020-A-1018	STORM SWR G-MAIN, TRENCHED, RCAP CLASS III, 18 IN EQ. Provide class R-5 bedding per SUDAS Figure 3010.102. Wrap joints with Engineering Fabric. Granular backfill to be considered incidental to this item. Final three pipe joints prior to flared end section outlet shall have connected joints and incidental to this item.
7	4030-B-1015	CONCRETE PIPE APRON, 15 IN
8	4030-B-1018	CONCRETE ARCH PIPE APRON, 18 IN EQ. Refer to Utility Sheet for locations and details. Item to include all necessary material, labor, and equipment to install apron, per detail 1 on sheet C501. Footings, concrete flumes, and trash guards shall be considered incidental to the apron.
DIVISION 7 - STREETS AND RELATED WORK		
9	7010-A-1006	STD / S-F PCC PAVEMENT, CLASS C, CLASS III, 6 IN. Mix shall be C-4 concrete mix and conform to Iowa SUDAS spec section 7010. Item includes integral curbs. All pavement joints to be cleaned and sealed. Pavement smoothness incentives shall not apply. Pavement thickness incentives shall not apply. Provide "Type BT" joints to tie into existing paving and between pours. Joints shall be spaced at a maximum spacing of 15 ft-sq. Reinforcing steel shall be considered incidental. Keyway joints will not be allowed.
10	7020-999-A	REMOVAL AND REPLACEMENT OF ASPHALT TRAIL Refer to Site Plan for location and details. It is assumed the existing asphalt trail is 4 IN. thick. Contractor shall match trail replacement with existing thickness and width. Method of measurement and basis of payment shall by per square yard of asphalt trail removed and replaced.
11	7030-C-1006	SHARED-USE PATH, 6 IN PCC Refer to site plan for location and details. Item includes all work and materials associated with placement of 6" PCC shared use path and adjacent 3' wide curb.
12	7030-G-1000	DETECTABLE WARNING Place detectable warnings at locations shown on site plan. Coordinate color and material with the city of Bondurant.
13	7030-H-2000	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE Refer to Site Plan for location and details. Granular parking lot to be constructed to an 8" depth. Item includes topdressing of JR Haines Pkwy surface into proposed driveways to create a smooth transition. Quantity has also been included to replace section of entrance road when installing stormwater culverts.
DIVISION 8 - TRAFFIC CONTROL		
14	8020-B-1000	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE
15	8020-G-2000	PAINTED PAVEMENT SYMBOLS AND LEGENDS Refer to Site Plan for location and dimensions. Item includes payment for the preparation and installation of pavement markings, symbols, and legends.
16	8040-B-1000	TYPE 'A' SIGN ASSEMBLY INSTALLATION Item shall include all materials, labor and equipment necessary to install Handicap sign assembly as detailed on sheet C501 and as called out on sheet C202. This includes but not limited to sheet aluminum, steel tubing, and mounting hardware.
DIVISION 9 - SITE WORK AND LANDSCAPING		
17	9010-B-1010	HYDRAULIC SEEDING, FERTILIZING, & MULCHING, TYPE 1 Type 1 seed mixture shall be applied hydraulically to all disturbed areas within the project limits. Seed shall be applied at a rate of 10 lbs. per 1000 SF. Mulching and fertilizing shall be included with this item. Bonded fiber matrix shall be used for hydro-mulching. Comply with manufacturers recommendations for each type of mulch used. Hydro mulching used in conjunction with hydroseeding can be applied together in one application, provided that all manufactures recommendations allow.
18	9040-A-1000	SWPPP PREPARATION The Contractor is responsible for obtaining authorization, implementing, and complying with the National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 for Stormwater Discharge Associated with Construction Activities. The Contractor is the permittee and solely responsible for compliance and all costs as described herein. The Contractor shall not rely on any stormwater discharge permitting or efforts already under taken by the City of Bondurant for this project, including but not limited to those referenced herein. The Contractor will be responsible for preparation of a Storm Water Pollution Prevention Plan (SWPPP). The Contractor shall retain or engage persons knowledgeable in the preparation of the SWPPP, complying with all Iowa Department of Natural Resources (IDNR) applicable requirements. The Contractor shall publish the Public Notice of Storm Water Discharge in one local newspaper as required for General Permit No. 2 and prepare and submit the Notice of Intent to the IDNR. The Contractor shall pay all fees and costs associated with the preparation and filing of the SWPPP, Public Notice of Storm Water Discharge and the Notice of Intent. The Contractor is responsible for implementation, inspection, maintenance, and monitoring compliance of the SWPPP. All subcontractors must sign the contractor certification statement before conducting any work at the site. The certification must be signed in accordance with the signatory requirement found in the permit and must be incorporated into the SWPPP. In the event that the Iowa Department of Natural Resources considers the Owner to be a co-permittee, the Contractor agrees to indemnify and hold harmless the Owner for all issues and activities relating to the SWPPP and NPDES General Permit No. 2, including but not limited to, fines and penalties. References to erosion and/or sediment control measures or devices on the plans are intended to illustrate typical measures to be implemented by the Contractor. References in the plans shall not be considered a part of the SWPPP. The occasion that erosion and/or sediment control measures or devices are not indicated on the plans does not waive the Contractor's responsibilities associated with NPDES General Permit No. 2 or the SWPPP. Contractor is responsible for developing the phasing and staging plans for implementation of the SWPPP. Payment shall be by lump sum and shall be considered full payment for preparation of the SWPPP as noted. Mobilizations for erosion control shall be incidental to this item.
A	B	C

D	E	F
100-4A		
02/24/2023		
ESTIMATE REFERENCE INFORMATION		
Item No.	Item Code	Description
19	9040-A-2000	SWPPP MANAGEMENT Contractor is responsible for developing the plans for implementation of the Storm Water Pollution Prevention Plan. The Contractor is responsible for filing the Notice of Discontinuation of General Permit No. 2 after vegetative growth has been re-established to the required levels of permit. The Contractor is responsible for all fees and fines associated with the permit and permit violations. The Contractor is responsible for maintaining a copy of the Storm Water Pollution Prevention Plan on the project site and for all site inspection and monitoring required by the permit. The Contractor is responsible to complete all requirements for NPDES General Permit No. 2 in a timely manner to avoid any delays in start of construction. No construction activity shall commence until General Permit No. 2 has been issued and any requirements contained therein have been met. No extension of time for completion of construction will be granted for delays experienced in issuance or failure to meet requirements of the General Permit No. 2 in a timely manner. The Contractor is responsible for providing project copies of the Storm Water Pollution Prevention Plan and any updates, inspection reports, and Notice of Discontinuation to the City in a timely manner. Payment shall be by lump sum and shall be considered full payment for management of the Storm Water Pollution Prevention Plan as noted.
20	9040-D-1008	FILTER SOCK, 8 IN. Filter sock shall be placed in a manner to contain sediment from migrating from the project site or at the direction of the Engineer. Includes anchoring stakes. Refer to SUDAS specifications 9040.102 and 9040.105 for further information on filter sock.
21	9040-D-2000	REMOVAL OF FILTER SOCK Remove filter sock as necessary and at the completion of the project.
22	9040-J-1000	RIP-RAP, CLASS D Place rip-rap at storm sewer outlets as shown on the site and utility plans. All Class 'D' rip-rap is to be placed to a depth of 1.5 feet. Refer to SUDAS Figure 9040.110 and 9040.111 for further information. Excavation required for the placement of rip-rap shall be considered incidental to this item. Item will be measured by Tons placed and verified by material tickets.
23	9040-J-2000	EROSION STONE Place erosion stone at outlets of flumes and inlet of RCP apron as show within the utility plans. All erosion stone is to be placed to a depth of 1 foot. Engineering fabric shall be placed under erosion stone and shall be considered incidental. Refer to SUDAS Figure 9040.110 and 9040.111 for further information. Excavation required for the placement of erosion stone shall be considered incidental to this item. Item will be measured by Tons placed and verified by material tickets.
DIVISION 11 - MISCELLANEOUS		
24	11010-A-1000	CONSTRUCTION SURVEY Item includes, but is not limited to, construction survey required for the project in accordance with the specifications. The cost to reset project control points and re-staking are incidental to this item.
25	11020-A-1000	MOBILIZATION
26	11060-A-1000	CONCRETE WASHOUT This bid item includes, but is not limited to, providing containment, collection, and disposal for concrete wash water.
SUPPLEMENTAL BID ITEMS		
27	0000-999-A	WOODEN PARKING BOLLARD W/ CABLE BARRIER Wooden parking Bollards and cable barrier system shall be installed as detailed on the site plans and resemble those currently installed along adjacent parking lots on site. Posts shall be 8 IN. x 8 IN treated lumber embedded 2-foot into the ground and extend 3-foot above ground. Spacing between bollards shall be approximately 20-foot and connected by steel cable. Posts shall include a reflective marker visible from parking side. Method of measurement and basis of payment shall be for each bollard installation.
BID ALTERNATE #1		
28	2010-G-1012	SUBGRADE PREPARATION, 12 IN. (ADD QUANTITY) This item shall include preparation of the top 12" of subgrade beneath all parking areas (paved or granular). Subgrade shall be prepared in two 6" lifts. For areas in cut, remove and replace top 6" of subgrade to prepare lower lift. Subgrade preparation shall extend 3' beyond edge of pavement.
29	2010-I-1004	MODIFIED SUBBASE, 4 IN. (ADD QUANTITY) Modified subbase shall be placed under all pavement and access drives to a width of 3 foot beyond edge of pavement and to a depth of 4 inches.
30	7010-A-1006	STD / S-F PCC PAVEMENT, CLASS C, CLASS III, 6 IN. (ADD QUANTITY) Mix shall be C-4 concrete mix and conform to Iowa SUDAS spec section 7010. Item includes integral curbs. All pavement joints to be cleaned and sealed. Pavement smoothness incentives shall not apply. Pavement thickness incentives shall not apply. Provide "Type BT" joints to tie into existing paving and between pours. Joints shall be spaced at a maximum spacing of 15 ft-sq. Reinforcing steel shall be considered incidental. Keyway joints will not be allowed.
31	7030-H-2000	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE (REMOVE FROM BASE BID) Remaining quantity reflects amount to be placed on Jr Haines Pkwy.
32	8020-B-1000	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (ADD QUANTITY) Refer to Site Plan for location and dimensions. Item includes payment for the preparation and installation of pavement markings.
33	11010-A-1000	CONSTRUCTION SURVEY (ADD QUANTITY)
34	11060-A-1000	CONCRETE WASHOUT (ADD QUANTITY) This bid item includes, but is not limited to, providing containment, collection, and disposal for concrete wash water.
35	0000-999-A	CONCRETE FLUME AT CURB DROP, 6 IN. Concrete flumes shall be constructed at locations as specified on the site and utility plans. Connection to parking lot pavement shall include tie bars via a BT-3 joint. Method of measurement and basis of payment shall be per square yard.
36	0000-999-B	WOODEN PARKING BOLLARD W/ CABLE BARRIER (REMOVE FROM BASE BID)
D	E	F

1	A	B	C	D	E	F
	100-4A 02/24/2023					
	ESTIMATE REFERENCE INFORMATION					
	Item No.	Item Code	Description			
	BID ALTERNATE #2					
	37	2010-G-1012	SUBGRADE PREPARATION, 12 IN. (ADD QUANTITY)			
			This item shall include preparation of the top 12" of subgrade beneath all parking areas (paved or granular). Subgrade shall be prepared in two 6" lifts. For areas in cut, remove and replace top 6" of subgrade to prepare lower lift. Subgrade preparation shall extend 3' beyond edge of pavement.			
	38	2010-I-1005	MODIFIED SUBBASE, 5 IN. (ADD QUANTITY)			
Modified subbase shall be placed under all pavement and access drives to a width of 3 foot beyond edge of pavement and to a depth of 5 inches.						
39	7010-E-6000	PCC CURB AND GUTTER, 6 IN.				
Mix shall be C-4 concrete mix, Total width of curb and gutter section shall be 2.5 foot-wide and include a 6 IN. standard curb. Refer to detail on sheet C501.						
40	7020-B-1005	PAVEMENT, HMA, 5 IN.				
HMA Pavement shall be Type B Asphalt concrete and conform to Iowa SUDAS spec section 7020. Bid item shall include base course, surface course binder and tack coats between layers as shown in the HMA pavement detail on sheet C501.						
41	7030-H-2000	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE (REMOVE FROM BASE BID)				
Remaining quantity reflects amount necessary to repair the section of roadway once the storm culvert has been installed and backfilled						
42	8020-B-1000	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (ADD QUANTITY)				
Refer to Site Plan for location and dimensions. Item includes payment for the preparation and installation of pavement markings.						
44	11010-A-1000	CONSTRUCTION SURVEY (ADD QUANTITY)				
43	0000-999-A	CONCRETE FLUME AT CURB DROP, 6 IN.				
Concrete flumes shall be constructed at locations as specified on the site and utility plans. Connection to parking lot pavement shall include tie bars via a BT-3 joint. Method of measurement and basis of pavement shall be per square yard.						
45	0000-999-B	WOODEN PARKING BOLLARD W/ CABLE BARRIER (REMOVE FROM BASE BID)				
2						
3						
4						

ESTIMATE
REFERENCE NOTES

C003

DRAWN: CSS
APPROVED: DRF
ISSUED FOR: FINAL
DATE: 02-24-2023
PROJECT NO: 2142203350
FIELD BOOK: --
CLIENT NO: --

BONDURANT SPORTS COMPLEX
PARKING IMPROVMENTS

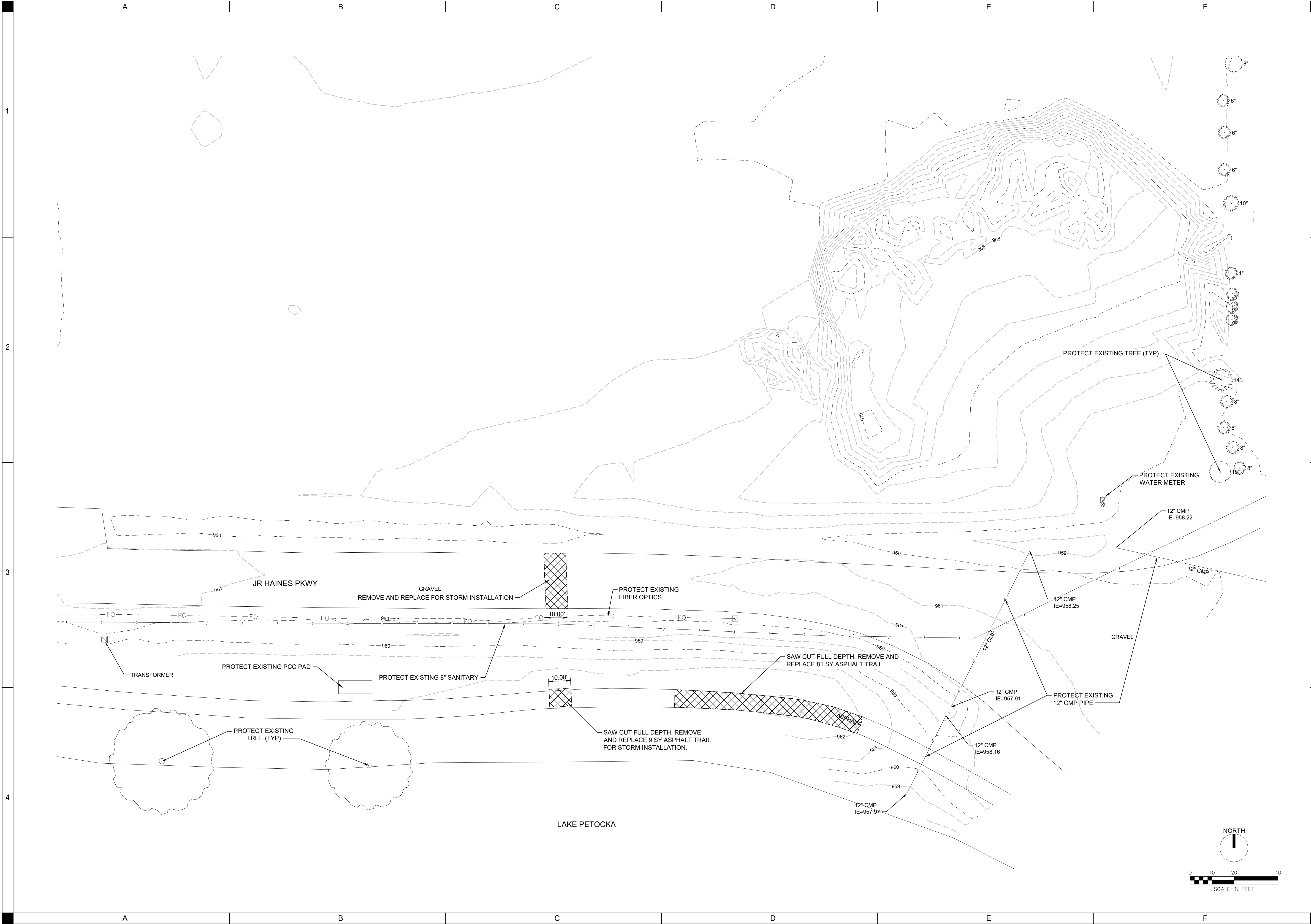
CITY OF BONDURANT
JR HAINES PKWY

SHIVEHATTERY
ARCHITECTURE + ENGINEERING

4125 Westown Pkwy, Suite 100 | West Des Moines, Iowa 50266
515.233.0104 | www.shivehattery.com
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BONDURANT SPORTS COMPLEX
PARKING IMPROVMENTS

CITY OF BONDURANT
JR HAINES PKWY

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APPROVED: DRF	DATE: 02-24-2023
PROJECT NO: 2142203350	FIELD BOOK: --
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EXISTING
CONDITIONS AND
DEMOLITION PLAN

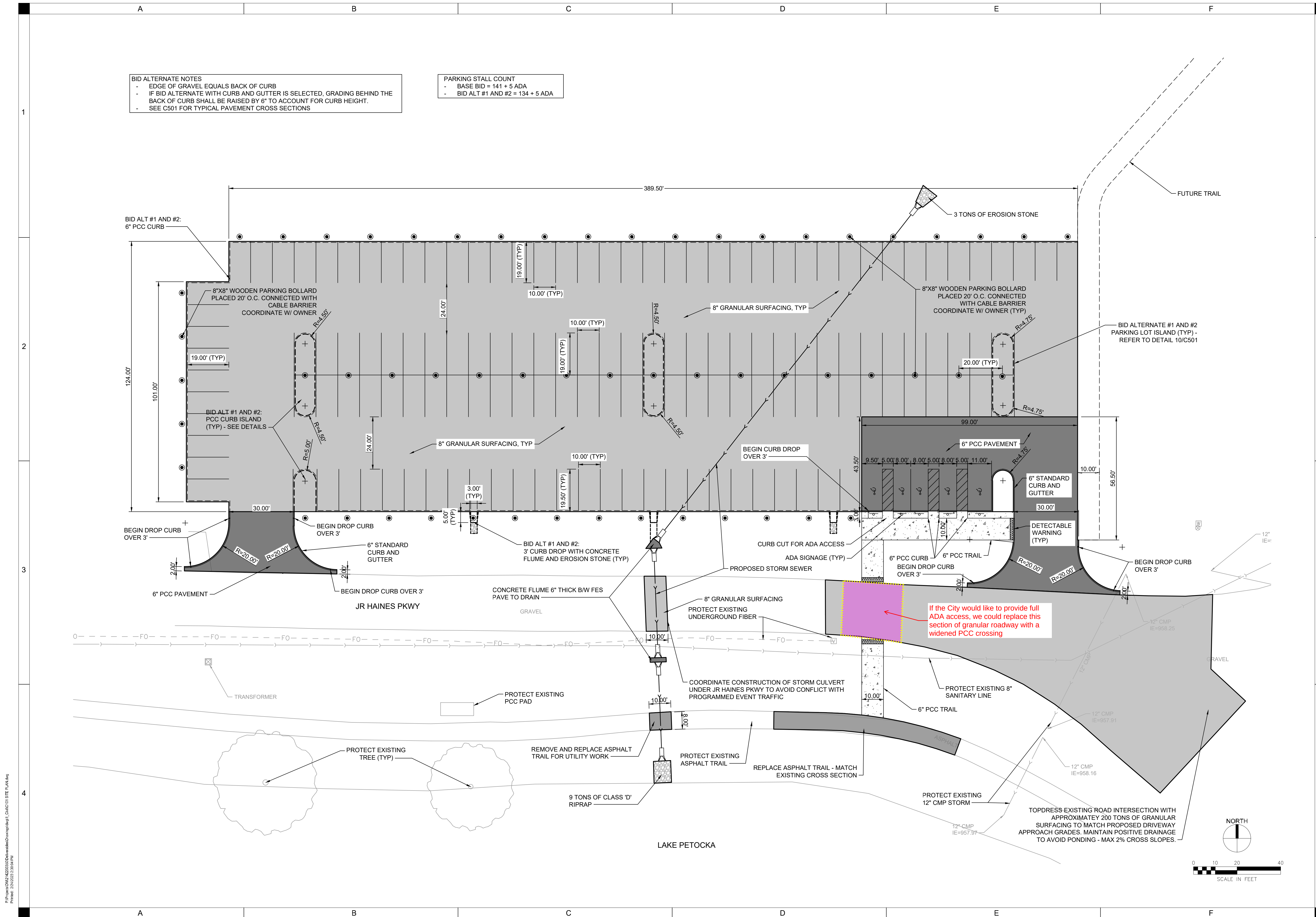
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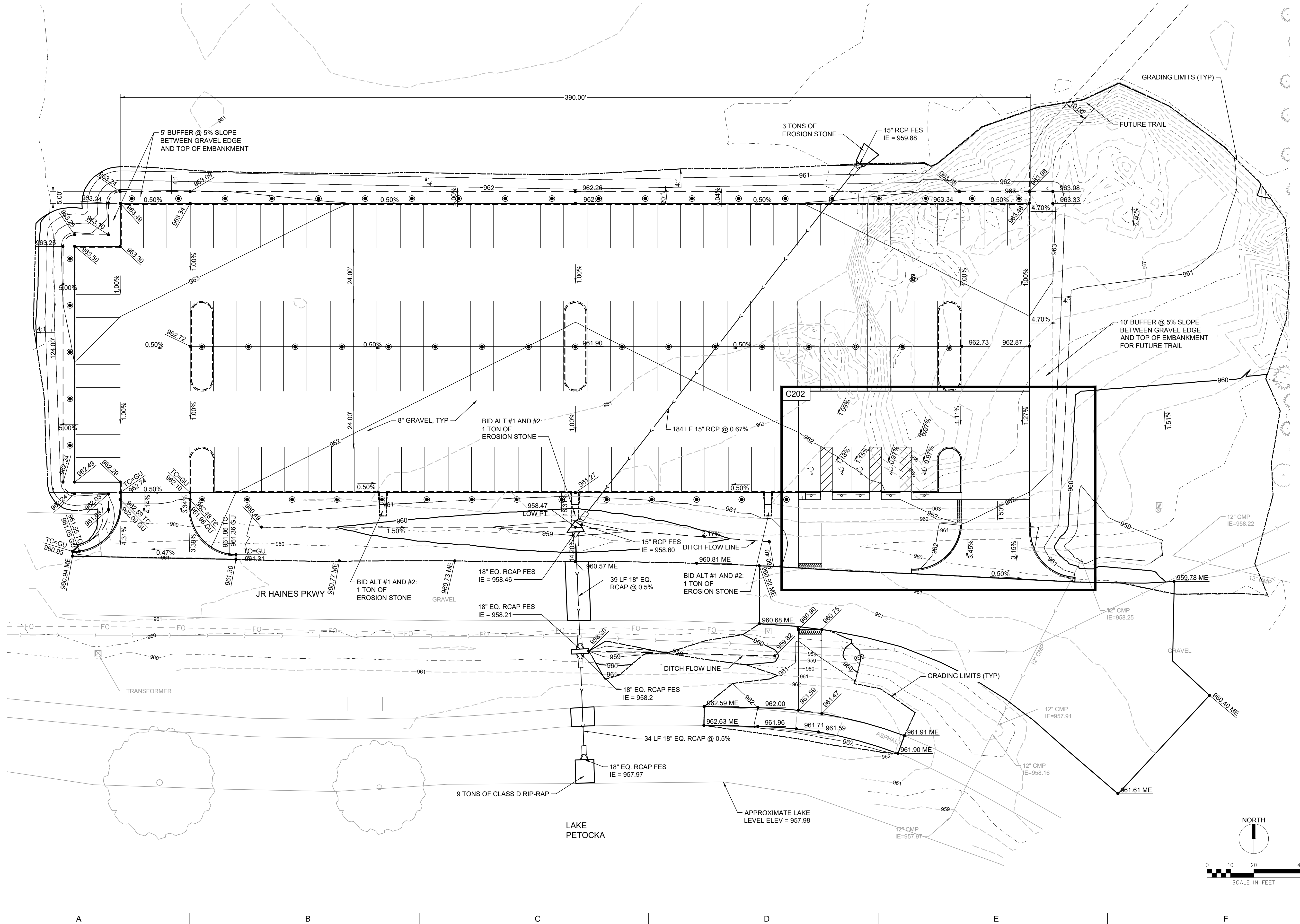
CITY OF BONDURANT
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SITE PLAN

Page 187 of 277



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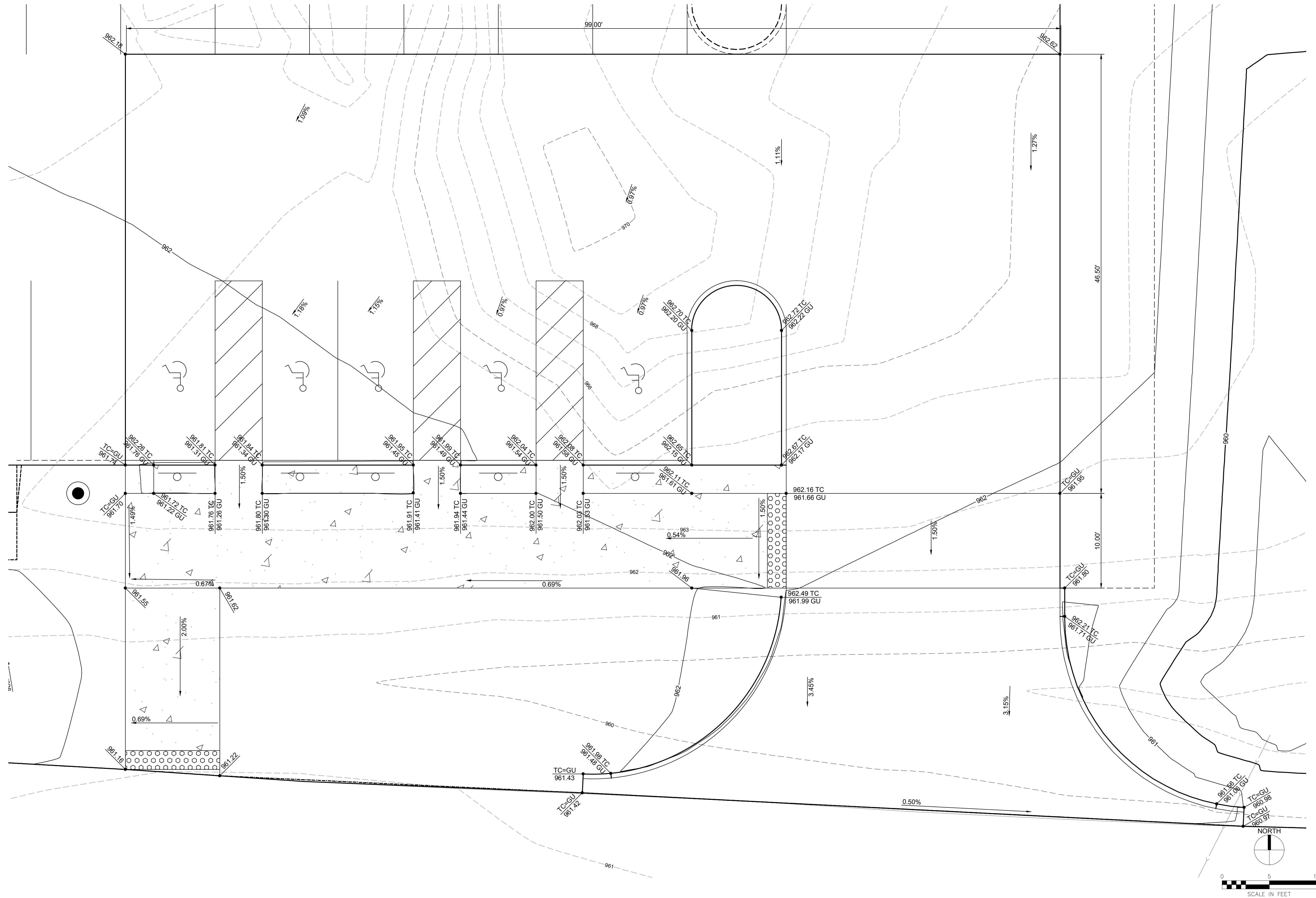
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PARKING IMPROVMENTS**

CITY OF BONDURANT
JR HAINES PKWY

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ISSUED FOR:	FINAL
DATE:	02-24-2023
PROJECT NO:	2142203350
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GRADING AND
UTILITY PLAN

C201



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BONDURANT SPORTS COMPLEX PARKING IMPROVEMENTS

CITY OF BONDURANT

JR HAINES PKWY

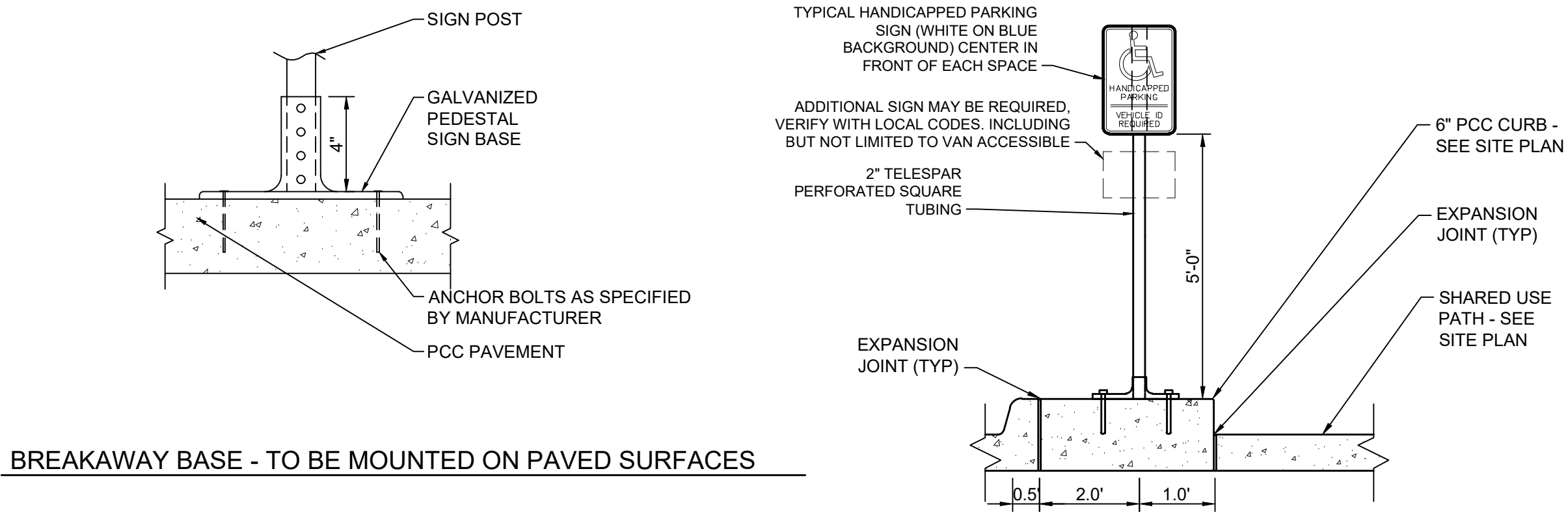
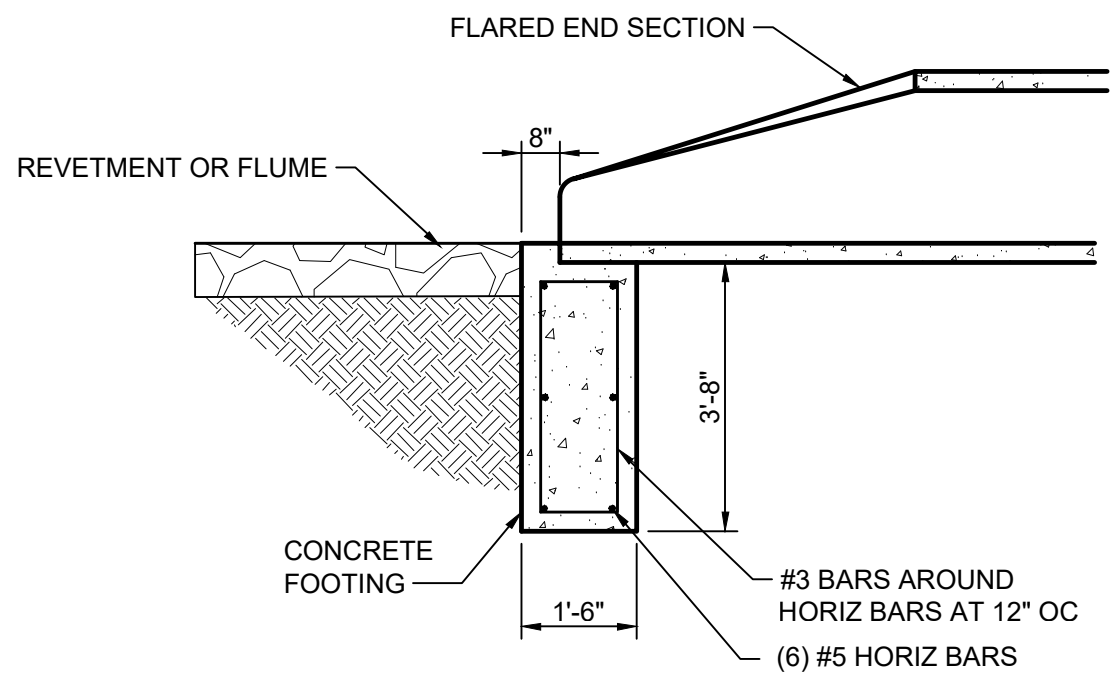
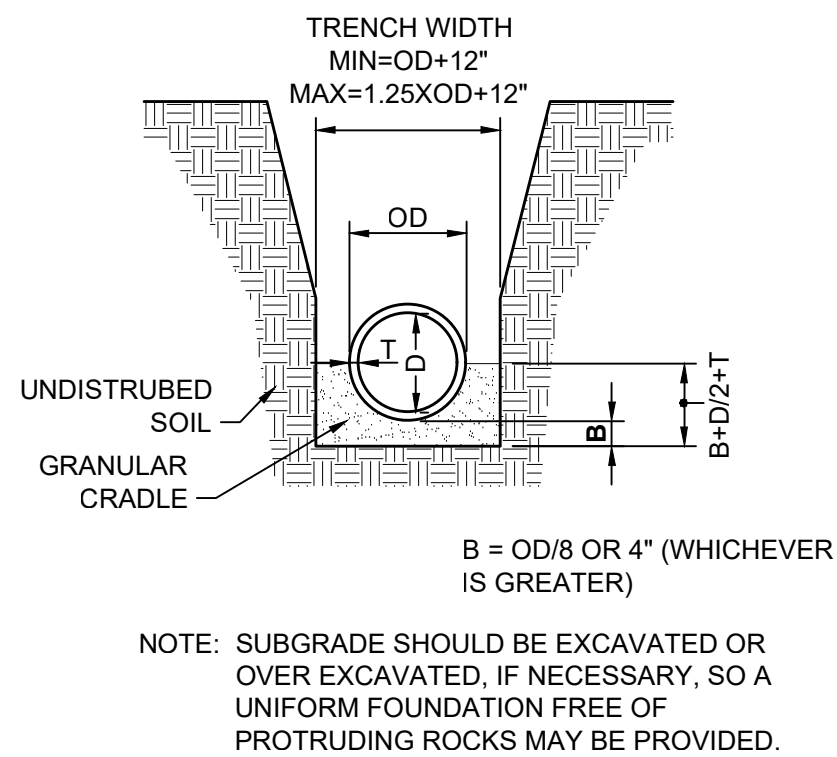
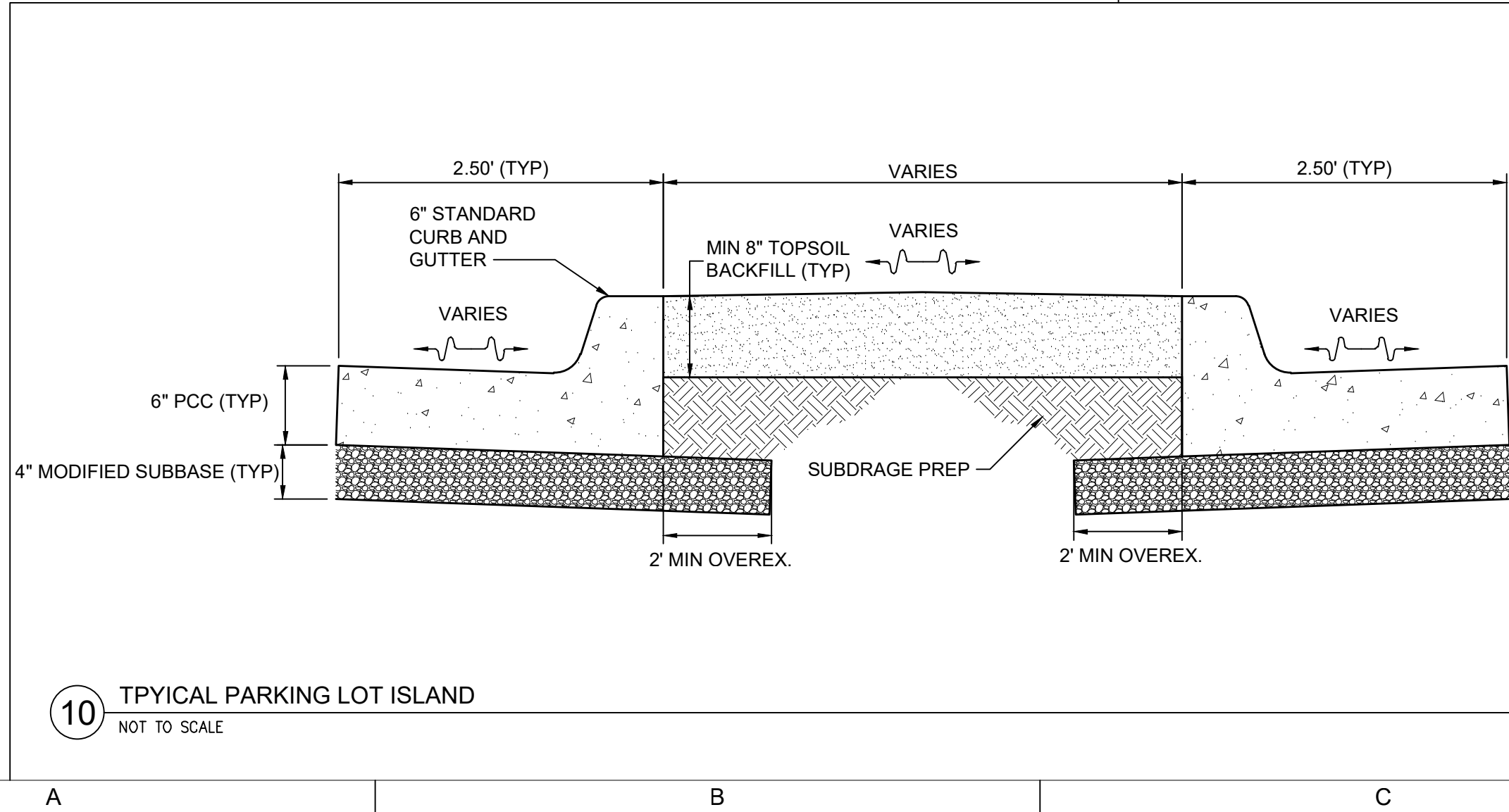
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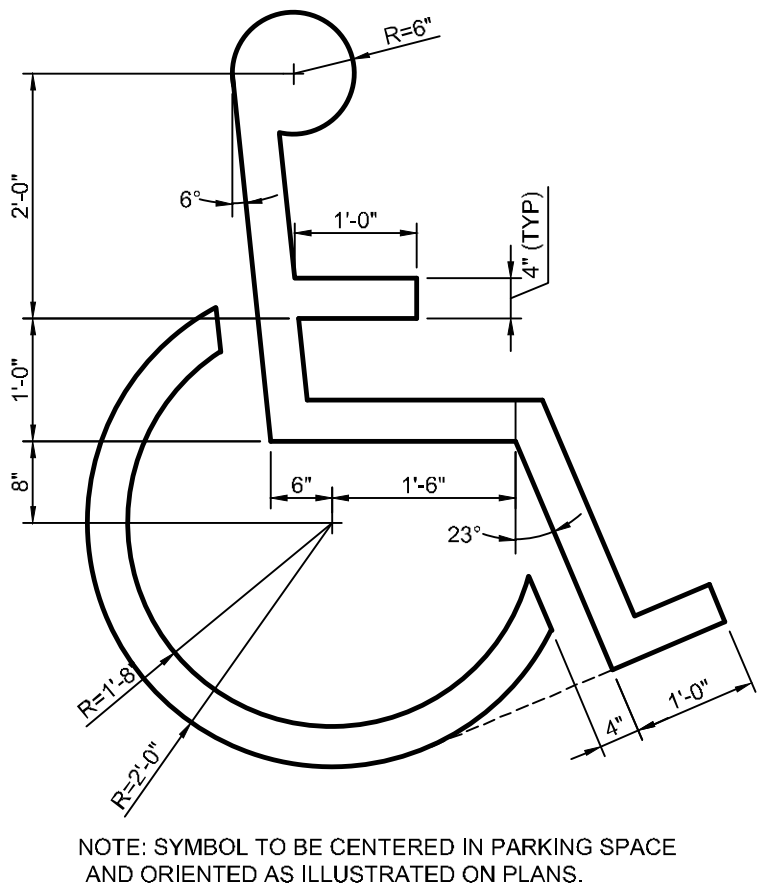
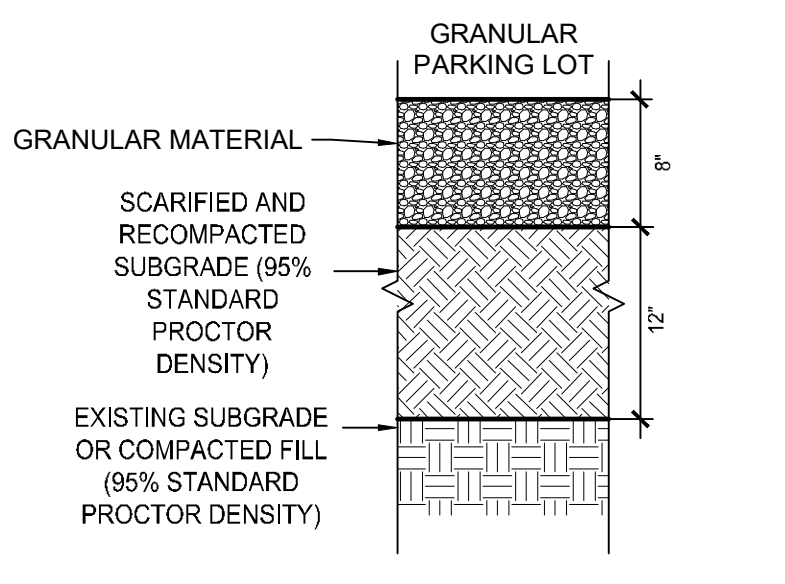
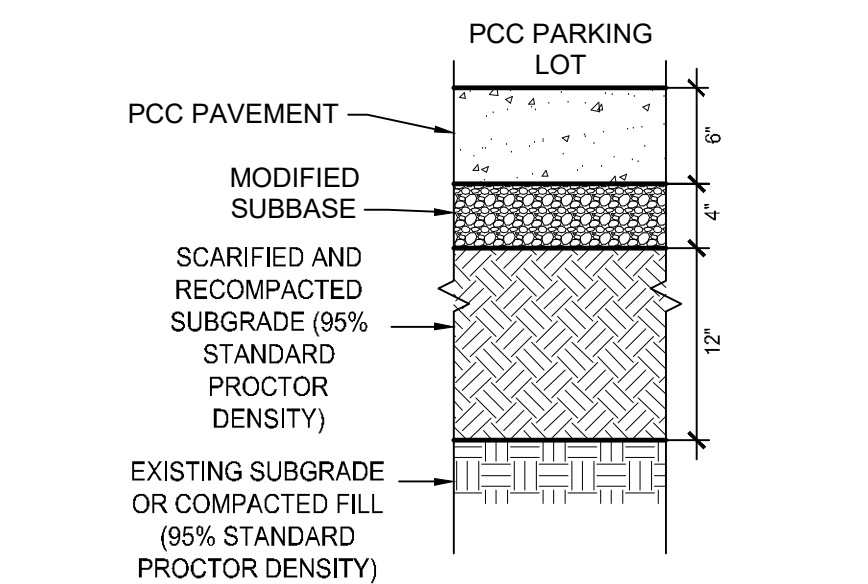
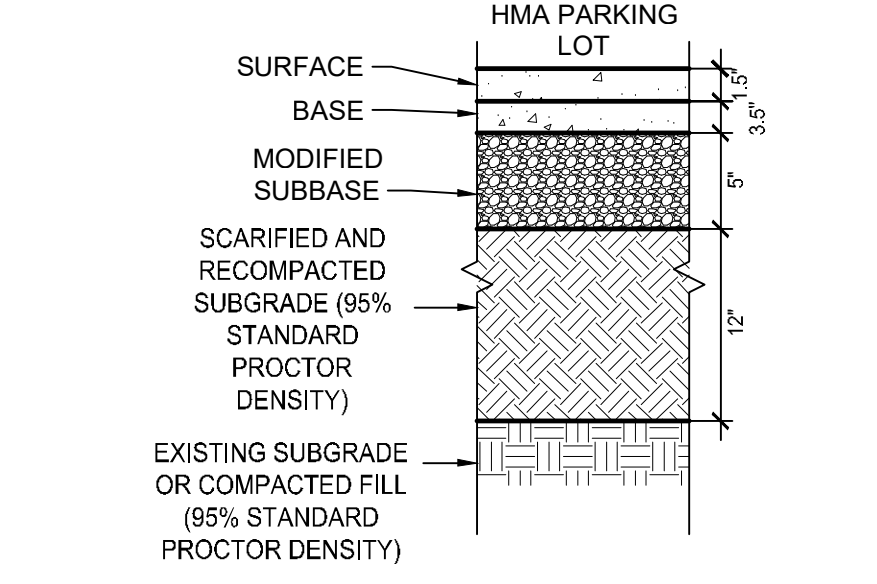
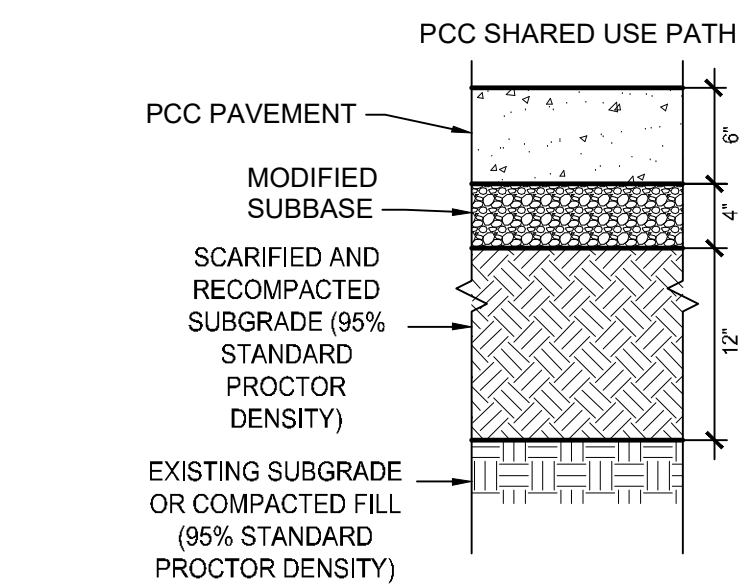
GRADING AND UTILITY PLAN

C202

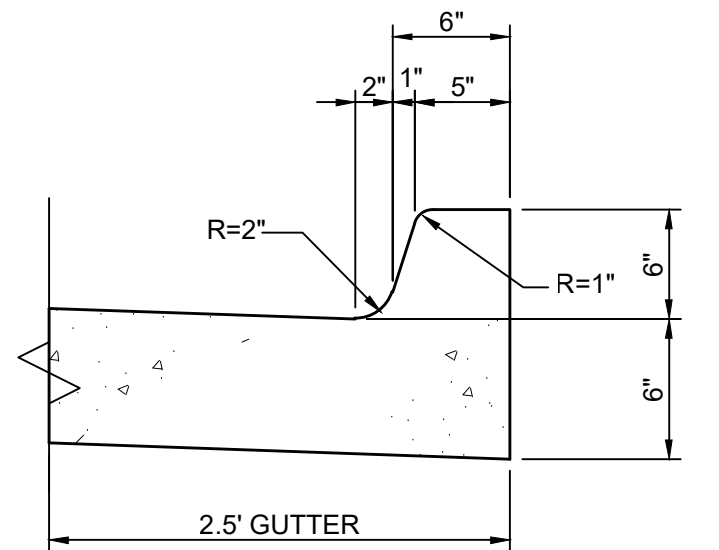
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8 HANDICAPPED PARKING SIGN
NOT TO SCALE



9 6" PCC CURB AND GUTTER
NOT TO SCALE



DETAILS

DRAWN: CSS
APPROVED: DRF
ISSUED FOR: FINAL
DATE: 02-24-2023
PROJECT NO: 2142203350
FIELD BOOK: --
CLIENT NO: --

BONDURANT SPORTS COMPLEX
PARKING IMPROVMENTS

CITY OF BONDURANT
JR HAINES PKWY

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C501

**SPECIFICATIONS
FOR
CITY OF BONDURANT, IOWA
BONDURANT RECREATIONAL SPORTS COMPLEX
PARKING EXPANSION PROJECT**

S-H PROJECT NO. 2142203350



**SPECIFICATIONS
FOR
CITY OF BONDURANT, IOWA
BONDURANT RECREATIONAL SPORTS COMPLEX
PARKING EXPANSION PROJECT

S-H PROJECT NO. 2142203350**



	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.	
	Signature	Date
	Printed or Typed Name	<u>David R. Fliehler, PE</u>
	License Number	<u>23509</u>
	My License Renewal Date is:	<u>12-31-2023</u>
Pages, Sheets, or Divisions covered by this Seal: Project Manual		

**BRSC PARKING EXPANSION PROJECT
BONDURANT, IOWA
S-H PROJECT NO. 2142203350**

TITLE

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NOTICE OF HEARING AND LETTING

Sealed bids will be received by the City of Bondurant City Clerk's Office at 200 2nd Street NE, Bondurant, Iowa 50035, until **2:00 p.m.** on Wednesday, **March 29, 2023**, for the following described public improvement:

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION BONDURANT, IOWA S-H PROJECT NO. 2142203350

At the above time all bids received by the City will be opened and publicly read at the Bondurant City Hall (200 2nd St NE, Bondurant, IA 50035) after receiving bids at **2:00 p.m.** on **March 29, 2023** with the results being reported to the Bondurant City Council at their meeting on **April 3, 2023** at **6:05 p.m.** At which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements generally described as follows:

The project includes construction of a 147-stall parking lot roughly 5,700 SY in size located north of Lake Petoka at the Bondurant Recreational Sports Complex (BRSC). The parking surface shall consist of an 8 IN granular surface with paved PCC access and ADA parking areas in the base bid and include roughly 260 LF of reinforced concrete pipe of various diameters.

Materials, estimated quantities, and work to be done for the project on which bids will be received are as shown on the bid proposal for said project.

All work is to be done in strict compliance with the Plans and Specifications prepared by Shive-Hattery, Inc.

All bids shall be made on a form furnished by the City and shall be filed on or before the time specified above, in a sealed envelope addressed to the City Clerk of Bondurant, Iowa, clearly stating that the envelope contains a bid on this project. Each proposal shall be accompanied by a bid bond, a cashier's or certified check drawn on an Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the total amount of the bid. If a bid bond is submitted, it must be on the form provided with the contract documents.

The bid security submitted should be made payable to the City of Bondurant, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Bondurant as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on the form provided by the City at prices bid and shall furnish the required performance and payment bond to the City. If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract price guaranteeing faithful performance of the contract and guaranteeing payment to all persons supplying labor and/or materials in the execution of the work provided for in the contract. Additionally, the contractor must provide the City with a guarantee of maintenance of said improvement in the form of surety for a period of four (4) years from the time of acceptance by the City.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor.

**NOTICE - 3
S-H # 2142203350**

INSTRUCTIONS TO BIDDERS

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

Work on said project shall commence any time after the contract has been awarded (April 3, 2023) and shall be fully completed by **September 29, 2023**. Final Completion generally includes full restoration and seeding of the site and all other items not related to construction of the parking surface and storm sewer. Substantial Completion shall be reached by **August 10, 2023**. Substantial Completion shall include the parking lot being open to event parking (regardless of bid alternates) and full installation of storm sewer.

Payment for the work will be made by the City in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the City Council may at its sole discretion determine and provide.

Payment will be made to the contractor based on monthly estimates in amounts equal to ninety-five (95%) percent of the contract value of the work completed during the preceding calendar month and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer. Any such payment by the City shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the City will be made in accordance with Iowa statutes and the contract documents.

Bidding forms may be obtained from Action Reprographics, 5037 NE 14th Street, Des Moines, IA 50313, Phone: 515.288.2146, Email: planroom.actionrepro.com. Copies of Plans and Specifications and contract documents can be obtained at the same address.

The City reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities.

Shelby Hagan
City Clerk

Publish: Between March 14, 2023 and March 30, 2023

INSTRUCTIONS TO BIDDERS

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION BONDURANT, IOWA S-H PROJECT NO. 2142203350

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1. GENERAL STATEMENT	11. CONTRACT TERMINATION
2. LAWS AND REGULATIONS	12. PREFERENCE FOR LABOR AND MATERIALS
3. BIDDER'S KNOWLEDGE	13. EXECUTION OF CONTRACT
4. BIDDER'S QUALIFICATIONS	14. QUESTIONS AND ADDENDA
5. METHOD OF BIDDING	15. PRECONSTRUCTION CONFERENCE
6. SUBMISSION OF BIDS	16. APPROVAL OF MATERIALS
7. BID SECURITY	17. PERIOD OF GUARANTEE AND BONDS
8. WITHDRAWAL OF BIDS	18. METHOD OF PAYMENT
9. EVALUATION OF BIDS	19. IOWA RECIPROCAL PREFERENCE
10. TAXES	

1. GENERAL STATEMENT

- 1.1 It is proposed under these Specifications to provide for furnishing completely the Contract requirements set forth in the Detailed Specifications.
- 1.2 The purpose of these Specifications is to require the furnishing of highest quality equipment, material, and workmanship, in accordance with these Specifications and best accepted practice.
- 1.3 The Bidder is expected to base their Bid on materials and equipment complying fully with the Plans and Specifications. In the event the Bid is based on material or equipment which does not conform, the Bidder will be held responsible for furnishing materials and equipment which conform fully at no change in the Bid Price.
- 1.4 Each Bidder in submitting their Bid, acknowledges their willingness to comply with the terms of these Contract Documents.

2. LAWS AND REGULATIONS

- 2.1 Attention of all Bidders is called to Federal, State, and Municipal laws, regulations and ordinances in reference to labor, materials, equipment, Bonds (Bidding, Performance, and Guarantee), and all other matters pertaining to the relationship between Owner, Contractor, and Engineer.

INSTRUCTIONS TO BIDDERS

3. BIDDER'S KNOWLEDGE

- 3.1 Bidders shall familiarize themselves with the Specifications and conditions which will affect the construction. It will be the responsibility of the Bidder to make a personal examination of the job site and the physical conditions which may affect their bidding and performance under the Contract.

4. BIDDER'S QUALIFICATIONS

- 4.1 Bidders will be required to satisfy the Owner as to their integrity, experience, equipment, personal, and financial ability to perform the work.
- 4.2 If successful Bidder is a non-Iowa Corporation, proof shall be submitted to the Owner, prior to the execution of the Contract, of authorization by the Secretary of State to do business in Iowa.

5. METHOD OF BIDDING

- 5.1 Bidders shall submit Lump Sum Bid and Unit Price Bids, as required 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 In the event of discrepancies between Unit Prices and Unit Price Extensions listed in the Bidder's Proposal, Unit Prices shall govern and Unit Price extensions shall be corrected, as necessary, for agreement with Unit Prices.
- 5.3 Bids will be computed on the basis of the work shown on the Plans and Specifications. If Unit Price Bids are called for, 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 for final quantities of completed work.
- 5.4 Unit Prices for payment items included in the Specifications, but not listed in the Proposal, will be negotiated, if needed.
- 5.5 Award of the Contract will be made to the lowest responsible/responsive Bidder. Lowest Bid will be determined by the lowest Base Bid, exclusive of any Alternates, Allowances, or Unit Prices.

INSTRUCTIONS TO BIDDERS

6. SUBMISSION OF BIDS

- 6.1 Bids shall be submitted on the Proposal form included herewith. The Proposal and Bid Security shall be submitted in separate sealed envelopes. The envelopes shall bear the return address of the Bidder and shall be addressed as follows:

TO: City Clerk
City of Bondurant
200 2ND Street NE
Bondurant, Iowa 50035

PROPOSAL FOR: BONDURANT RECREATIONAL SPORTS
COMPLEX PARKING EXPANSION PROJECT
S-H Project No. 2142203350

BID SECURITY FOR: BONDURANT RECREATIONAL SPORTS
COMPLEX PARKING EXPANSION PROJECT
S-H Project No. 2142203350

- 6.2 The Bid shall be signed by a legally authorized representative of the Bidder.

7. BID SECURITY

- 7.1 Each Bid shall be accompanied by Bid Security as set out in the NOTICE OF HEARING AND LETTING.
- 7.2 The Bid Security shall be made payable to the CITY CLERK, CITY OF BONDURANT, IOWA and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Bondurant as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on a form provided by the City at prices bid and shall furnish to the City an acceptable performance bond, payment bond, and certificate of insurance meeting the requirements of the specifications including, but not limited to, naming the City and the Engineer as additionally insured. Bid Security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into Contract and furnish acceptable bonds or provide a certificate of insurance within (10) calendar days after his proposal has been accepted.
- 7.3 Bid Security of the unsuccessful Bidders will be returned as soon as the Successful Bidder is determined or within thirty (30) days, whichever is sooner; Bid Security of Successful Bidder will be returned upon execution of Contract and furnishing of Bonds.
- 7.4 Use Bid Bond form included with Specifications.

8. WITHDRAWAL OF BIDS

- 8.1 Bids may be withdrawn any time prior to the scheduled closing time for receipt of Bids, but no Bid may be withdrawn for a period of thirty (30) calendar days thereafter.

INSTRUCTIONS TO BIDDERS

9. EVALUATION OF BIDS

- 9.1 The Owner may consider such factors as Bid Price, responsibility of Bidder, and similar factors in determining which Bid it deems to be in its best interest.
- 9.2 The Owner may reject any or all Bids, waive informalities, or technicalities in any Bid, and accept that Bid which it deems to be in its best interest.

10. TAXES

- 10.1 The City of Bondurant will issue an Iowa Sales Tax Exemption Certificate to all contractors assigned to the project.

11. CONTRACT TERMINATION

- 11.1 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 hereto including Subcontractors and Sureties upon any Bond given or filed in connection therewith.

12. PREFERENCE FOR LABOR AND MATERIALS

- 12.1 By virtue of statutory authority, 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.

13. EXECUTION OF CONTRACT

- 13.1 The Successful Bidder shall, within ten (10) days of written Notice of Selection, enter into written Contract with the Owner on forms included with the Specifications for the performance of work awarded to the Successful Bidder.

14. QUESTIONS AND ADDENDA

- 14.1 If any person contemplating submitting a Bid for the proposed work, material, or equipment is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, the Bidder may request an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.
- 14.2 Questions concerning interpretation or intent of the Contract Documents should be directed to:
David Fliehler, Project Engineer
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
Phone: 515.223.8104
Email: DFliehler@shive-hattery.com

INSTRUCTIONS TO BIDDERS

- 14.3 Any oral interpretation given will be valid only if confirmed by written Addendum. Information obtained from an officer, agent, or employee of the Owner shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.
- 14.4 The Owner reserves the right to revise or amend the Contract Documents, prior to the date set for receipt of Bids. Such revisions and amendments, if any, will be announced by an Addendum or Addenda to the Contract Documents.
- 14.5 Copies of such addenda as may be issued will be furnished to all holders of Specifications.
- 14.6 Bidders are required to acknowledge receipt of all Addenda by listing such Addenda in Proposal.

15. PRECONSTRUCTION CONFERENCE

- 15.1 Following the award of Contract, the Contractor and the Contractor's Subcontractors will be required to attend a Preconstruction Meeting at a time and place designated by the Engineer.

16. APPROVAL OF MATERIALS

- 16.1 Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed the Contractor will furnish materials or equipment specified.

17. PERIOD OF GUARANTEE AND BONDS

- 17.1 Performance Bond furnished by the Contractor shall remain in full force and effect until all bills are paid.
- 17.2 Maintenance Bonds will remain in full force and effect from the date of acceptance by the Owner for the period set out in the REGULATIONS OF THE CONTRACT.

18. METHOD OF PAYMENT

- 18.1 Payment to the Contractor will be made by the City in cash, or its equivalent, as set out in the NOTICE OF HEARING AND LETTING.
- 18.2 No separate payment will be made for work covered in this part of the Specifications except as set out below. Contract Unit and Lump Sum Prices shall include all costs for every item of work.
- 18.3 If items of work are revised during construction, which are not shown on Proposal, Contract Price shall be adjusted on basis of Unit or Lump Sum Price negotiated with Contractor.

INSTRUCTIONS TO BIDDERS

19. IOWA RECIPROCAL PREFERENCE

- 19.1 In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully complete 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 complete Bidder Status Form may result in the Proposal being determined non-responsive.

END OF SECTION

BIDDER STATUS FORM

**BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT
S-H PROJECT NO. 2142203350**

PROPOSAL:

**TO FURNISH ALL MATERIALS, TOOLS AND EQUIPMENT AND TO CONSTRUCT
IMPROVEMENTS AS SPECIFIED HEREIN:**

NAME OF BIDDER _____

ADDRESS OF BIDDER _____

**TO THE: CITY COUNCIL
 CITY OF BONDURANT
 200 2nd STREET NE
 BONDURANT, IOWA 50035**

The Undersigned as a Bidder declares that he has examined the location of the proposed work and determined the amount and character of the proposed work and the material and equipment necessary to complete same in compliance with the Specifications, Plans, Contract, and Addenda number __, __, and __.

The Undersigned as a Bidder also acknowledges that Award of the Contract will be made to the lowest responsible/responsive Bidder with the lowest Bid being determined by the lowest Base Bid, exclusive of any Alternates, Allowances, or Unit Prices.

The Undersigned states that he has been engaged in Contract work of this class for a period of __ years and invites your attention to the following work that has been completed under his direction:

PROPOSAL

(Certified Check)
The Undersigned submits herewith a (Bid Bond) in the amount of
(Cashier's Check)
_____ (\$ _____) which shall become the property of the
City of Bondurant, Iowa, 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 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 the Bidders Proposal and
the Specifications that the provisions of the latter shall prevail.

The Undersigned hereby proposes to provide the required labor, materials, services, equipment and tools,
and to perform the work described in the Specifications, within the time required for the sum or sums
stated hereinafter in the Proposal Schedule, which schedule is hereby made a part of this Proposal.

The Undersigned Bidder certifies, by submission of this bid or proposal, that neither it nor its principals is
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
participation in this transaction by any Federal department or agency. Furthermore, the contractor will
pass this requirement on to subcontractors (if allowable) seeking subcontracts over \$25,000.

The bidder shall provide immediate written notice to the City of Bondurant, Bondurant City Clerk, if at
any time they learn this certification has become erroneous by reason of changed circumstances.

Bidder: _____

By: _____

Title: _____

Date: _____

BIDDER STATUS FORM

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT S-H PROJECT NO. 2142203350

1. Construct the **BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT, S-H Project No. 2142203350** for the following Unit and Lump Sum Prices.

ITEM NO.	ITEM	UNIT	Total	UNIT PRICE	EXTENDED PRICE
1	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2435.0	\$	\$
2	EXCAVATION, CLASS 10, RDWY & BORROW	CY	4610.0	\$	\$
3	SUBGRADE PREPARATION, 12 IN.	SY	955.0	\$	\$
4	MODIFIED SUBBASE, 4 IN.	SY	955.0	\$	\$
5	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 15 IN	LF	184.0	\$	\$
6	STORM SWR G-MAIN, TRENCHED, RCAP CLASS III, 18 IN EQ.	LF	73.0	\$	\$
7	CONCRETE PIPE APRON, 15 IN	EACH	2	\$	\$
8	CONCRETE ARCH PIPE APRON, 18 IN EQ.	EACH	4	\$	\$
9	STD / S-F PCC PAVEMENT, CLASS C, CLASS III, 6 IN.	SY	730.0	\$	\$
10	REMOVAL AND REPLACEMENT OF ASPHALT TRAIL	SY	90.0	\$	\$
11	SHARED-USE PATH, 6 IN PCC	SY	154.0	\$	\$
12	DETECTABLE WARNING	SF	60.0	\$	\$
13	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE	TON	2345.0	\$	\$

PROPOSAL

ITEM NO.	ITEM	UNIT	Total	UNIT PRICE	EXTENDED PRICE
14	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	2.5	\$	\$
15	PAINTED PAVEMENT SYMBOLS AND LEGENDS	EA	5	\$	\$
16	TYPE 'A' SIGN ASSEMBLY INSTALLATION	EA	5	\$	\$
17	HYDRAULIC SEEDING, FERTILIZING, & MULCHING, TYPE 1	ACRE	1.0	\$	\$
18	SWPPP PREPARATION	LS	1	\$	\$
19	SWPPP MANAGEMENT	LS	1	\$	\$
20	FILTER SOCK, 8 IN.	LF	620.0	\$	\$
21	REMOVAL OF FILTER SOCK	LF	620.0	\$	\$
22	RIP-RAP, CLASS D	TON	9.0	\$	\$
23	EROSION STONE	TON	6.0	\$	\$
24	CONSTRUCTION SURVEY	LS	1	\$	\$
25	MOBILIZATION	LS	1	\$	\$
26	CONCRETE WASHOUT	LS	1	\$	\$
27	WOODEN PARKING BOLLARD W/ CABLE BARRIER	EA	55	\$	\$
BID ALTERNATE #1					
28	SUBGRADE PREPARATION, 12 IN. (ADD QUANTITY)	SY	5470.0	\$	\$
29	MODIFIED SUBBASE, 4 IN. (ADD QUANTITY)	SY	5470.0	\$	\$
30	STD / S-F PCC PAVEMENT, CLASS C, CLASS III, 6 IN. (ADD QUANTITY)	SY	4950.0	\$	\$

BIDDER STATUS FORM

ITEM NO.	ITEM	UNIT	Total	UNIT PRICE	EXTENDED PRICE
31	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE (REMOVE FROM BASE BID)	TON	-2145.0	\$	\$
32	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (ADD QUANTITY)	STA	23.6	\$	\$
33	CONSTRUCTION SURVEY (ADD QUANTITY)	LS	1	\$	\$
34	CONCRETE WASHOUT (ADD QUANTITY)	LS	1	\$	\$
35	CONCRETE FLUME AT CURB DROP, 6 IN.	SY	6.0	\$	\$
36	WOODEN PARKING BOLLARD W/ CABLE BARRIER (REMOVE FROM BASE BID)	EA	-55	\$	\$
BID ALTERNATE #2					
37	SUBGRADE PREPARATION, 12 IN. (ADD QUANTITY)	SY	5470.0		
38	MODIFIED SUBBASE, 5 IN. (ADD QUANTITY)	SY	5470.0	\$	\$
39	PCC CURB AND GUTTER, 6 IN.	LF	1010.0	\$	\$
40	PAVEMENT, HMA, 5 IN.	SY	4670.0	\$	\$
41	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE (REMOVE FROM BASE BID)	TON	-2145.0	\$	\$
42	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (ADD QUANTITY)	STA	23.6	\$	\$
43	CONSTRUCTION SURVEY (ADD QUANTITY)	LS	1	\$	\$

BIDDER STATUS FORM -15
S-H # 2142203350

PROPOSAL

44	CONCRETE FLUME AT CURB DROP, 6 IN.	SY	6.0	\$	\$
45	WOODEN PARKING BOLLARD W/ CABLE BARRIER (REMOVE FROM BASE BID)	EA	-55	\$	\$

2. Work on said project shall commence any time after the contract has been awarded (**April 3, 2023**) and shall be fully completed by **May 1, 2023**. Final Completion generally includes full restoration and seeing of the site and all other items not related to construction of the parking surface and storm sewer. Substantial Completion shall be reached by **April 1, 2023**. Substantial Completion shall include the parking lot being open to event parking (regardless of bid alternates) and full installation of storm sewer.
3. Required Attachment:
 - Bidder Status Form

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: _____ of

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

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 bidders who are residents? ☐ 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.

_____ 35

You may attach additional sheet(s) if needed. 37

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.

309-6001 02-14

309-6001 02-14

BIDDER STATUS FORM -17
S-H # 2142203350

BID BOND

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT BONDURANT, IOWA S-H PROJECT NO. 2142203350

KNOW ALL MEN BY THESE PRESENTS, That we, _____
as Principal, and _____, as Surety are held and firmly bound unto
the CITY OF BONDURANT, IOWA, hereinafter called "OWNER", in the penal sum of
_____ DOLLARS (\$_____) lawful money of the United
States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents. The condition of this
obligation is such that whereas the Principal has submitted the accompanying Bid, dated _____,
2023, for the **BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION
PROJECT, Project No. 2142203350.**

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate;
- (B) If said Bid shall be accepted and the principal shall execute and deliver a Contract in the form specified and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this Bid Bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the Bond as provided in the Specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

BID BOND

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 2023.

_____ Witness Principal

(Seal)

By _____
(Title)

(Surety)

By _____
(Attorney-in-Fact)

**BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT
BONDURANT, IOWA
S-H PROJECT NO. 2142203350**

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CONTRACT

The term "Contract Documents" means and includes the following:

- A. Notice of Hearing and Letting
- B. Instructions to Bidders
- C. Federal Aid and Supplemental Instructions to Bidders
- D. Proposal
- E. Bid Bond
- F. Contract
- G. Performance Bond
- H. Regulations of the Contract
- I. Supplemental Regulations of the Contract
- J. Special Conditions
- K. Detailed Specifications
- L. Plans Numbered
C000, C001, C002, C003, CD01, C101, C201, C202, C501
- M. Standard Drawings
- N. Addenda Number ____ through ____.
- O. Change Orders Number ____ through ____.
- P. Notice to Proceed

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

CONTRACTOR:

CITY OF BONDURANT, IOWA

By: _____
Shelby Hagan
City Clerk

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

CONTRACT-21
S-H # 2142203350

PERFORMANCE BOND

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT BONDURANT, IOWA S-H PROJECT NO. 2142203350

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned, _____
_____ of _____, hereinafter referred to as
“Contractor” and _____, a Corporation organized under the laws of the
State of Iowa, and authorized to transact business in the State of Iowa, as Surety, are held and firmly
bound unto the City of Bondurant, hereinafter referred to as “Owner” in the penal sum of
_____ DOLLARS (\$ _____), lawful money of the United
States of America for the payment of which sum, will and truly be made, we bind ourselves and our heirs,
executors, administrators, successors, and assigns, jointly and severally by these presents.

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT, S- H Project No. 2142203350

WITNESSETH:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____, entered
into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools,
superintendents, labor and other facilities, and accessories, for the construction of certain improvements
as designated, defined and described in the said Contract and the Conditions thereof, and in accordance
with the Specifications and Plans therefore, a copy of said Contract being attached hereto and made a part
hereof.

The condition of the foregoing obligation is such that if the said Contractor shall and will, in all
particulars duly and faithfully observe, perform, fulfill and abide by each and every covenant, condition
and part of said Contract Documents hereto attached, or by reference, made a part hereof, according to the
true intent and meaning in each case, and indemnify and save harmless the owner from all loss, liability,
counsel fees, costs, and damage of whatsoever nature or kind, by reason of the Contractor’s default or
failure, then this obligation shall be and become null and void, otherwise it shall remain in full force and
effect.

Provided further, the undersigned Contractor and Surety hereby bind themselves to the obligations and
conditions set forth in Chapter 573, Code of Iowa, 2019, which by this reference is made a part hereof as
though fully set out herein.

Provided further, the said Surety hereby stipulates and agrees that no change, extension of time,
alteration, or addition to the terms of the Contract, or the work to be performed hereunder, or the
Specifications accompanying the same, shall in any way affect its obligation on this Bond and it does
hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract,
or to the work, or to the Specifications.

Provided further, the Contractor hereby waives all Notice of Default or any other acts giving rise to the
claim under this Bond. In the event that any actions or proceedings are initiated with respect to this Bond,
the parties agree that the venue thereof shall be Polk County, State of Iowa.

Provided further, if legal action is required by the Owner against the Surety or Principal to enforce the
provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the
Surety or Principal agrees to pay to Owner all damages, costs, and attorney fees incurred by enforcing any
of the provisions of this agreement. All rights, powers, and remedies of the Owner hereunder shall be

PERFORMANCE BOND

cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Owner by law. Owner may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

Provided further, this instrument embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Bond agreement shall supersede all previous communications, representations, or other agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its Attorney-in-Fact duly authorized thereunto so to do at _____

_____, on the ____ day of _____, 20____.

Contractor

By: _____
(Seal)

Surety Company

By: _____
(Attorney-in-Fact)

(Seal)

By: _____

(Accompany this Bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the Bond.)

REGULATIONS OF THE CONTRACT

BONDURANT, IOWA

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142203350

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1. GENERAL STATEMENT

- 1.1 It is expressly understood and agreed that the Contract Documents comprised of the Notice of Hearing and Letting, Instructions to Bidders, Regulations of the Contract, Proposal, Contract, Supplemental Regulations, Performance Bond, Statutory Bond, Special Conditions, Detailed Specifications, Plans, all Addenda thereto issued prior to the time of opening of Bids for the work, all of which are hereto attached, Approved Change Orders, Notice to Proceed, and other Drawings, Specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, together with such additional Drawings which may be furnished by the Engineer from time to time as are necessary to make clear and to define in greater detail the intent of the Specifications and Drawings.
- 1.2 That several parts of the 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 the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for completion of the contract obligations. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. Notwithstanding Section 1.1 of the Special Conditions, in the event of a conflict between any of the contract documents, the Contractor is to provide the greater quantity and/or better quality, unless otherwise directed in writing by the Owner or Engineer.

REGULATIONS OF THE CONTRACT

- 1.3 The Contract shall be executed in Polk County in the State of Iowa. Five copies of Contract Documents shall be prepared, each containing an exact copy of the Contractor's Proposal as submitted, the Performance Bond properly executed, a Statutory Bond where required, and the Documents shall be filed as follows: Two with the Owner, One with the Contractor, One with the Engineer, One with Bonding Company.

2. DEFINITIONS

- 2.1 Wherever any work or expression in this article, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given:
- 2.1.1 "Contract" or "Contract Documents" shall include all of the Documents enumerated in the previous article.
 - 2.1.2 "Owner", "Purchaser", shall mean the party entering into Contract or duly authorized officers or agents of the owner.
 - 2.1.3 "Contractor" shall mean the party entering into Contract for the performance of the work covered by this Contract and duly authorized agents or legal representatives of the Contractor.
 - 2.1.4 "Engineer" shall mean the Engineer or Engineers who have been employed by the Owner for this work, or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
 - 2.1.5 "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Owner, limited to the particular duties entrusted to them.
 - 2.1.6 "Date of Award Contract" or words equivalent thereto, shall mean the date upon which the Successful Bidder's Proposal is accepted by the Owner.
 - 2.1.7 "Day" or "Days", unless herein other expressly defined, shall mean a calendar day or days of twenty-four (24) hours each.
 - 2.1.8 "The work" shall mean the work to be done and the equipment, supplies, materials and labor to be furnished under this Contract, unless some other meaning is indicated by the context.
 - 2.1.9 "Plans" or "Drawings" shall mean and include all Drawings which may have been prepared by the Engineer as a basis for proposals, all Drawings submitted by the Successful Bidder with his Proposal and by the Contractor to the Owner, if and when approved by the Engineer, and all Drawings submitted by the Owner to the Contractor during the progress of the work as provided for therein.
 - 2.1.10 Whenever in these Contract Documents the words, "as ordered", "as directed", "satisfactory", or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.

REGULATIONS OF THE CONTRACT

- 2.1.11 Similarly the words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
- 2.1.12 Whenever the statement is made in these Contract Stipulations containing the expression “it is understood and agreed”, or an expression of the like import, such expression means the mutual understanding and agreement of the Contractor and Owner.
- 2.1.13 Wherever the words, “Notice to Bidders” appear in these Specifications or Contract Documents, there should be substituted therefore the words, “Notice of Hearing and Letting”.

3. CONTRACTOR’S OBLIGATIONS

- 3.1 It is understood and agreed that the Contractor, by careful examination, has been satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall Affect or modify any of the terms of obligations herein contained.

4. ENGINEER’S OBLIGATIONS

- 4.1 The Engineer shall have general supervision of the work as representative of the Owner. The Engineer shall have authority to direct the program of the construction insofar as the proper execution of the Contract is affected and to the extent that the forces of labor may be increased or decreased by the Engineer’s order to ensure the execution of the Contract in the time and in the manner prescribed.
- 4.2 All work performed under this Contract shall be done in a first-class manner, and done to the satisfaction of the Owner. The Owner shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials herein specified. The Owner shall decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, or as to the intent or purpose of the Contract.
- 4.3 The Engineer shall, within a reasonable time after presentation, make decisions in writing on claims arising between the principals of the Contract and shall make interpretations of the Plans and Specifications. Such decisions and interpretations shall be regarded as final. In case of disagreements on decisions recourse may be taken to arbitration as hereinafter provided.
- 4.4 Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the Owner will assume no responsibility thereof.

REGULATIONS OF THE CONTRACT

5. BOND

- 5.1 Coincident with the execution of the Contract and Agreement, the Contractor shall furnish a good and sufficient surety Bond in the full amount of the contract sum. This surety Bond, executed by the Contractor to the Owner, shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms of the Contract Documents: (b) the payment of all bills and obligations arising from this Contract which might in any manner become a claim against the Owner: (c) for payment to the Owner of all claims due or which may become due by the terms of the Contract, as well as by reason of any violation thereof by the Contractor: (d) for the protection of the Owner against all suits and claims for infringements of the patent right and/or processes: for the period of four (4) years from and immediately following the completion of said Contract and acceptance thereof by the Owner of all improvements, the payment to the Owner or the Owner's successor or assigns for all damage, loss and expense which may occur to the Owner, the Owner's successor or assigns by reason of defective materials used, or by reason of defective workmanship done, in the furnishing of materials and equipment in performance of said Contract, or in lieu thereof the Owner, the Owner's successors or assigns, may require the Contractor to maintain such items in need of repair for the said periods specified therein.
- 5.2 All provisions of the Bond shall be complete and in full accordance with the statutory requirements. The Bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The Bond shall be signed by an agent resident in the State of Iowa and date of Bond shall be the date of execution of the Contract. If at any time during the continuance of the Contract, the surety on the Contractor's Bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended, all payments or money due the Contractor withheld, and the Contract completed as hereinafter provided.

6. INSURANCE

- 6.1 General
- 6.1.1 The Contractor shall purchase and maintain insurance to protect the Contractor, the Engineer and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner.
- 6.1.2 All Certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the Policy is canceled or changed. All certificates of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this Contract are started.
- 6.1.3 All of said Contractor's certificates of insurance shall be written by an insurance company authorized to do business in the State of Iowa.
- 6.2 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any of them, or by anyone for whose acts any of them may be liable.

REGULATIONS OF THE CONTRACT

- 6.2.1 Claims under workers' or workmen compensation, disability benefit and other similar employee benefit acts;
- 6.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 6.2.3 Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;
- 6.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained.
- A. by any person as a result of an offense directly related to the employment of such person by the Contractor, or
- B. by the other person;
- 6.2.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and,
- 6.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 6.3 Limits of Liability
- 6.3.1 The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:
- | | |
|--|---|
| General Liability;
contractually,
independent Contractors,
Broad Form Property damage | \$500,000 (including
single limit
per occurrence) |
| Personal Injury, Underground
Explosion and Collapse | \$500,000
(Aggregate hazards) |
| Automobile Liability
(including all owned, non-
owned and hired autos)
single limit | \$500,000
Combined |
| Worker's Compensation | Statutory Benefits
\$100,000 Coverage B |
| Umbrella Liability;
(applying directly excess
of above liability
single limit coverage) | \$1,000,000
Combined
\$1,000,000 |

REGULATIONS OF THE CONTRACT

6.4 Contractual Liability Insurance

6.4.1 The insurance required by Paragraph 6 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- B. In any and all claims against the Owner or Engineer or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Subparagraph 4 shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of (1) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents or employees providing such giving or failure to give are the primary cause of the injury or damage.

6.5 Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors, materials owned or rented by the Contractor, the Contractor's agents, Subcontractors, material suppliers or their employees, tool sheds or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

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- 6.6 Notification in Event of Liability or Damage Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

7. ASSIGNMENT OF CONTRACT

- 7.1 The Contractor shall not assign or transfer this Contract, nor sublet it as a whole, without the written consent of the Owner and of the Surety on the Contractor's Bond. Such consent of Surety, together with copy of assignment shall be filed with the Engineer. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of the Contractor's liabilities under this Contract. Should any assignee fail to perform the work undertaken by the Assignee in a satisfactory manner, the Owner may at the Owner's option annul and terminate Assignee's Contract.

8. SUB-CONTRACTS

- 8.1 The Contractor shall, as soon as practicable after the signing of the Contract, notify both the Owner and the Engineer in writing of the names of Subcontractors proposed for the work and shall not employ any that the Owner or the Engineers may within a reasonable time object to as incompetent or unfit.
- 8.2 The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 8.3 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- 8.4 No officer, agent or employee of Owner, including the Engineer, shall have any power or authority whatsoever to bind the Owner or incur any obligation in its behalf to any Subcontractor, material supplier, or other person in any manner whatsoever.

9. OTHER CONTRACTS

- 9.1 The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the Contractor's work with theirs.
- 9.2 If any part of the Contractor's work depends for proper execution or results on the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results.

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- 9.3 The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of the Contractor's work.
- 9.4 Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.

10. LEGAL RESTRICTIONS

- 10.1 The Contractor shall procure at the Contractor's own expense all necessary licenses and permits of a temporary nature and shall give due and adequate notice to those in control of all licenses and easements for permanent structures or permanent changes in existing facilities shall be provided by the Owner unless otherwise specified. The Contractor shall have all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified.

11. ROYALTIES AND PATENTS

- 11.1 It is agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claim for patent infringements, and the Contractor shall at the Contractor's own expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any patent or patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suits or claims remain unsettled.

12. SCOPE AND INTENT OF SPECIFICATIONS AND PLANS

- 12.1 General
- 12.1.1 These Specifications and Project Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.
- 12.1.2 Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the Contract, Specifications and Plans.

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12.2 Figures Dimensions to Govern

- 12.2.1 Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

12.3 Contractor to Check Plans and Schedules

- 12.3.1 The Contractor shall check all dimensions, elevations and quantities shown on the Plans and schedules given to the Contractor by the Engineer, and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omissions in the plans, or in the layout as given by stakes, points, or instructions, which the Contractor may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer should error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.
- 12.3.2 The apparent silence of the Plans and Specifications as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practices, as accepted by the particular trades or industries involved, shall be used.

13. SUPERVISION

- 13.1 The Owner may appoint or employ (either directly or through the Engineer) such engineering inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and Specifications therefore.
- 13.2 The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Supervisors or Inspectors, for the proper inspections and examination of the work and all parts therefore.
- 13.3 The Contractor shall regard and obey the directions and instructions of the Engineer, or by the Supervisors or Inspectors, for the proper inspection and examination of the work and all parts thereof.
- 13.4 The Contractor shall regard and obey the directions and instructions of the Engineer, or any Supervisor or Inspector so appointed, when the same are consistent with the obligations of this Contract and the Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate Engineer, Supervisor, or Inspector, the Contractor may make written appeal to the Engineer for his decision.
- 13.5 Engineering Inspectors, and other properly authorized representative of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of anyone of them by the Contractor or by any of the Contractor's employees shall be sufficient reason, if the Owner so decides, to annul the Contract.

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- 13.6 Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at the Contractor's own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. Any defective material or workmanship may be rejected by the Engineer at any time before the final acceptance of the work, even though the same may have been previously overlooked and estimated for payment.
- 13.7 Inspector shall have authority subject to the final decision of the Engineer to condemn and reject any defective work or material and to suspend the work when the same is not being properly done.
- 13.8 All condemned work shall be promptly taken out and replaced by satisfactory work; all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor fail or refuse to comply with instructions in this respect the Owner may, upon certification by Engineer, withhold payment or proceed to terminate Contracts as herein provided.
- 13.9 Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work be found not done in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the Contractor shall show that defect in the work was caused by another Contractor of the Owner and in that event the Owner shall pay the cost.
- 13.10 The Contractor shall furnish samples for testing purposes of any material required by the Engineer, and shall furnish any information required concerning the nature or source of any material which the Contractor proposes to use. Laboratory tests are to be made as directed by the City Engineer and the cost to be paid by the Owner.

14. LINE AND GRADE

- 14.1 All construction work shall be done to the lines and grades shown on the Plans. The Engineer will establish on the site horizontal and vertical control benchmarks as shown on the Plans. Detailed survey and staking for location and grade of individual structures or other construction, as well as measurements and elevations within structures shall be performed by the Contractor.
- 14.2 For the construction of sewers, water lines, street and other types of lines or route work, the Engineer will establish on the site horizontal and vertical control bench marks, as shown on the Plans, with reference to dimensions thereto from which the work may be laid out by the Contractor.
- 14.3 Consult Special Conditions for any exceptions to above requirements concerning detailed survey and staking applying to this particular contract. In any case, all such detailed survey and stake out shall be checked by the Contractor who shall assume full responsibility for the accuracy and correctness thereof.

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- 14.4 In all cases, the Contractor shall provide without extra compensation, competent workers and the necessary tools, and other materials required for proper checking of the work.
- 14.5 The Contractor shall without extra compensation furnish competent workers and the necessary tools to make all test holes and exploration required at any time for the purpose of determining the location of existing structures beneath the ground surface which might conflict or interfere with this work.
- 14.6 The Contractor shall carefully preserve all monuments, reference points, stakes and bench marks set by the Engineer, and in case of destruction of same through carelessness or negligence on the part of the Contractor, he will be charged with the resulting expense of replacement and responsibility for any mistakes or loss of time caused thereby.

15. SUPERINTENDENCE

- 15.1 The Contractor shall keep on the project, during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall represent the Contractor in the Contractor's absence and all directions given to the Superintendent shall be binding as if given to the Contractor.
- 15.2 The Contractor shall provide proper tools and equipment and the services of all workers, mechanics, trades people, and other employees necessary in the construction and execution of the work contemplated and outlined herein. The employees of the Contractor shall be competent and willing to perform satisfactorily the work required of them. Any employee who is disorderly, intemperate or incompetent or who neglects or refused to perform his work in a satisfactory manner, shall upon the request of the Engineer, be promptly discharged from the Project and shall not be re-employed except with the Engineer's consent.
- 15.3 It is called particularly to the Contractor's attention that only first-class workmanship will be acceptable.

16. PROTECTION OF WORK

- 16.1 The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The contractor shall Provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority of local conditions.
- 16.2 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.

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- 16.3 Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect the public or private, personal or property interest, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate.
- 16.4 The cost and expense of such work and material so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

17. SAFETY REGULATIONS

- 17.1 Notwithstanding any other provisions to the contrary, the Contract Documents shall be subject to the applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596, 84 Stat. 1590; and Iowa Senate File 1218, Acts 64th General Assembly, Second Regular Session (1972); and all lawful regulations and rules pursuant thereto.

18. MATERIALS AND WORKMANSHIP

- 18.1 The Contractor hereby guarantees the work in connection with this Contract against faulty materials or poor workmanship during the period of time, as set out in the Notice after the date of completion and acceptance of the Contract.

19. SHOP DRAWINGS

- 19.1 The Contractor shall furnish the Engineer with duplicate copies of all shop and erection Drawings for preliminary approval. These Drawings shall include the Drawings prepared on structural and reinforcing steel, special layout, Drawings of equipment or machinery purchased under this Contract, and any other supplementary Drawings required in the prosecution of the work. One copy shall be returned to the Contractor for correction and one copy retained by the Engineer for office reference. After correction, the Contractor shall submit five (5) corrected copies to the Engineer for final approval and distribution to all interested parties. No material or equipment shall be used or installed until such formal approval is received by the Contractor.
- 19.2 The purpose of having shop and erection Drawings checked and approved by the Engineer are two-fold:
- 19.2.1 To assure the compliance with the purpose and intent of the Plans and Specifications.
- 19.2.2 To assist the Contractor in interpreting the Plans and Specifications so as to eliminate mistakes in the material or equipment actually shipped to the site of the work.

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- 19.3 The formal approval given to the Contractor is to be considered as in compliance with these purposes and in no manner shall be construed so as to relieve the Contractor from any liability or responsibility for proper construction or compliance with the Plans and Specifications.

20. USE OF COMPLETED WORK

- 20.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired; but such taking, possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.
- 20.2 The Owner, in taking possession of completed portions, agrees to accept the decision of the Engineer on matters relating to responsibility for damage that may occur to any portion of the work during the period of possession preceding acceptance and final payment.

21. CHANGED WORK

- 21.1 The Owner, without invalidating the Contract, may order additional work to be done in connection with the Contract, or may alter or deduct from the work, the contract sum to be adjusted accordingly. All such work shall be executed under the conditions of the original Contract and subject to the same inspection and test as though therein included.
- 21.2 Provided, however, that any additional, omitted or changed work shall not be ordered, undertaken or commenced until after the consent has been obtained in writing of the Contractor's construction surety bonds persons, except minor changes not inconsistent with the general purpose of the Contract not involving costs or substitution of materials.
- 21.3 The Owner shall have authority, by verbal instructions, to make minor changes in the work, not involving cost, and not inconsistent with the purposes of the work. Otherwise, except in an emergency endangering life or property, all extra work or changes shall be done as ordered in writing by the Owner, which order shall state the location, character, amount, and method of compensation. No extra work or change shall be made unless in pursuance of such written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered. The adjustment to the Contract sum for any such extra work or change shall be determined in one or more of the following ways:
- 21.3.1 By a Lump Sum Price agreed upon prior to starting the additional or changed work.
- 21.3.2 By Unit Prices named in the Proposal or as agreed upon prior to starting the additional or changed work.
- 21.3.3 By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.

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- 21.3.4 By cost plus percentage, the latter agreed upon prior to starting the additional or changed work.
- 21.4 “Cost” in methods (21.3.3) and (21.3.4) shall include all labor, materials, power, fuel and rental on major items of equipment. The Contractor shall keep and present in such forms as the Engineer may direct, a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to work done by Subcontractors.
- 21.5 Under method (21.3.4), compensation or adjustment for work done by Subcontractors shall be computed on the same basis as if done by the Contractor except that ten percent (10%) shall be added to the amount or charged by the Subcontractor.
- 21.6 The above percentages shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and other overhead costs and profit. Rental on equipment shall be charged against the additional or changed work only for the actual time which the equipment is used specifically thereof, and will be charged according to the current schedule of the Associated General Contractors of America, whether owned or rented by the Contractor. Transportation charges necessarily incurred in connection with equipment authorized by the Engineer for use on the extra work which is not already on the job will be charged.
- 21.7 Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at time omission of work is authorized and the agreed adjustment will be deducted from final quantities.
- 21.8 Statements for additional or changed work shall be rendered by the Contractor not later than fifteen (15) days after the completion of each assignment of additional or changed work and if found correct will be approved by the Engineer and submitted for payment with the final quantities.
- 21.9 The Owner reserves the right to Contract with any person or firm other than the Contractor for any or all extra work. The Contractor’s attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
- 21.10 In Unit Price Contracts the total quantity of work may be adjusted upward or downward by the Owner, to the extent that the final Contract price is between 80 and 120 percent of the original estimated Contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original Contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

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22. DISPUTED CLAIMS

- 22.1 In any case where the Contractor deems that extra compensation is due the Contractor for work material not clearly covered in the Contractor's Contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which the contractor bases the Contractor's claim.
- 22.2 The Owner shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other Contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the Project, only when such damages result from negligence on the part of the Contracting Authority as damages resulting from such performances, nonperformance, or delays. The Contractor shall notify the Engineer in writing at the time the delay occurs.
- 22.3 In either case, if such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Owner. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit or the claimant or other persons having knowledge of the facts. In the event the claimant wishes an opportunity to present his claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present the claimant's claim in person, the Owner, within thirty (30) days of filing of the claim, shall fix a time and place for a meeting between the claimant, the Owner, or its designated representative or representatives. The Owner shall, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons thereof. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.
- 22.4 Any claim of the Contractor denied in whole or in part by the Owner or Engineer may be submitted to arbitration as set forth in Article 32.

23. SUSPENSION OF WORK

- 23.1 The Owner may at any time without cause suspend the work or any part thereof by giving ten (10) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. Failure of the Contractor to maintain the policies of insurance as required by Section 6 shall constitute a substantial violation of the Contract and the Owner shall have the right to suspend and/or terminate the Contract in accordance with Section 25.
- 23.2 If the work or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume within a reasonable period of time, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimated payments for all work done on the portions abandoned, if any.

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24. OWNER'S RIGHT TO DO WORK

- 24.1 If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.
- 24.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.
- 24.3 Pending arbitration or settlement of disputes on any point of controversy the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

25. CONTRACT TERMINATION

- 25.1 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of substantial violation of any provision of the contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.

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- 25.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.
- 25.3 Pending arbitration or settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall the Contractor be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

26. CONTRACTOR'S RIGHTS

- 26.1 If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any estimate for payment within fourteen (14) days after it is due, or if the Owner should fail to pay the Contractor within twenty (20) days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, then the Contractor, may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

27. TIME OF COMPLETION

- 27.1 The Contract shall be completed within the time stated in the NOTICE OF HEARING AND LETTING subject to such extensions as may from time to time be allowed the Contractor by the Owner as hereinafter provided.
- 27.2 Substantial Completion will be determined by the engineer as follows. To achieve substantial completion for a given phase, the contractor must:
- 27.2.1 Parking lot shall be surfaced and open for public use. Final parking surface shall be determine based on bid alternate acceptance.
 - 27.2.2 Sidewalk and trail paving.
 - 27.2.3 Driveways, paved.
 - 27.2.4 All storm sewer / utility items installed necessary to allow parking lot to be constructed and sidewalk/trail paving.
 - 27.2.5 Finish grading and topsoil placement within 10-feet of all paved surfaces (parking surface and sidewalk/trail).
 - 27.2.6 New parking signage, and parking bollards (if applicable) to be installed.

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- 27.2.7 Pavement markings for identification and delineation of parking stalls
- 27.2.8 Stabilization of the site in accordance with the SWPPP.
- 27.2.9 Seeding, sodding, or other permanent installation of site restoration is not required to be completed to achieve substantial completion provided such installation will not require further lane closures and installation is ready to be completed at such time as appropriate weather and time of year allow for installation per the project plans and specifications.

28. DELAYS

- 28.1 The Contractor expressly covenants and agrees that in undertaking to complete the work within the time herein fixed, the Contractor has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workers, reasonably anticipatable weather, or otherwise. Should the Contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, abnormal weather, or by any changes, additions, omissions therein ordered in writing by the Owner, through no fault of the Contractor (or by the abandonment of the work by the workers engaged thereon), or by any act taken by the U.S. Government such as the commandeering of labor, or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the work; or by neglect, delay or default of any other contractor of the Owner, or delays caused by court proceedings; the Contractor shall have no claims for damages for any such cause or delay; but shall in such cases be entitled to such extension of the time specified for the completion of the work as the Owner shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the Owner in writing with one (1) week from the time when any such alleged cause for delay shall occur.

29. PAYMENTS

- 29.1 Payment for said improvement will be made in accordance with the terms and conditions as set forth in the published NOTICE OF HEARING AND LETTING.

30. PAYMENTS WITHHELD

- 30.1 The Owner may withhold or, on account of subsequently discovering evidence, nullify the whole or a part of any certificate to such an extent as may be necessary to protect himself from loss on account of:
 - 30.1.1 Defective work not remedied.
 - 30.1.2 Claims filed or reasonable evidence indicating a probable filing of claims.
 - 30.1.3 Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - 30.1.4 A reasonable doubt that the Contractor can be completed for the balance then unpaid.

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30.1.5 Damage to another Contractor.

30.1.6 Any other violation of or failure to comply with the provisions of this Contract.

31. SALES TAX

31.1 The City of Bondurant will issue an Iowa Sales Tax Exemption Certificate to all contractors assigned to the project.

32. REMEDIES

32.1 Subject to any submission and notice provisions contained in the Contract Documents, including those in Articles 22 and 28, which shall be conditions precedent to a request for arbitration, all controversies and claims between the submitted to arbitration, at the sole discretion of the Owner. If the Owner refuses to allow arbitration of a controversy or claim, then the parties agree and consent to the jurisdiction of the Iowa District Court for Polk County.

32.2 During such time as any dispute is the subject of a demand for arbitration or a lawsuit, the contract terms shall remain in force and work shall continue as directed by the Owner or Engineer. Failure of the Contractor to continue to work as directed shall constitute a waiver by the Contractor of its claim.

32.3 All disputes allowed by the Owner to be submitted to arbitration shall be decided in accordance with the Construction Industry Arbitration Rules of American Arbitration Association ("AAA").

32.4 A written demand for arbitration shall be filed with the American Arbitration Association office in Minneapolis, Minnesota and with the other party within a reasonable time after the date of final payment to the Contractor by the Owner or after the expiration of thirty days from the rendering of a written decision by the Engineer, whichever earlier occurs.

32.5 Notwithstanding the Rules of the AAA, the arbitration panel shall consist of three persons. The Owner and the Contractor shall each appoint an arbitrator and the third shall be appointed by agreement of the appointees of the Owner and Contractor.

32.6 The arbitrators' award shall contain findings of fact and conclusions of law. The award shall be final, binding and conclusive as to findings of facts in accordance with the applicable arbitration law, but shall be reviewable for errors of law.

32.7 Nothing contained herein shall increase or otherwise expand the Owner's obligation to pay the Contractor other than documented and audited cases in accordance with the Owner's rules and regulations, regarding cost or pricing data and analysis and cost principles.

END OF SECTION

SUPPLEMENTAL REGULATIONS OF THE CONTRACT

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142203350

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| 1. PURPOSE | 4. PAYMENT |
| 2. LOCATION | 5. FINAL REVIEW AND |
| 3. COPIES OF PLANS AND | ACCEPTANCE |
| SPECIFICATIONS | |

1. PURPOSE

- 1.1 SUPPLEMENTAL REGULATIONS are intended to clarify, supplemental or supersede REGULATIONS OF THE CONTRACT.

2. LOCATION

- 2.1 All work is located within the City of Bondurant, Iowa, in easements on private property and on property owned by the City of Bondurant.

3. COPIES OF PLANS AND SPECIFICATIONS

- 3.1 After award of the contract, the Engineer will furnish the Contractor up to five (5) set of Plans and Specifications. Additional copies will be furnished at the Engineer's cost of reproduction.

4. PAYMENT

- 4.1 Separate payment will be made for only those items specially listed in the Proposal. All other work shall be paid for by applicable Unit Prices for items to which work pertains.

5. FINAL REVIEW AND ACCEPTANCE

- 5.1 Notify Engineer when installation is considered complete and ready for Final Review.
- 5.2 Owner will accept work and make final payment to Contractor:
- 5.2.1 When the Engineer has certified the work of the Contractor has been reviewed and stated that the work is complete and in essential compliance with the Plans and Specifications;
- 5.2.2 When Contractor has filed with Owner or Engineer documents called for in Specifications;
- 5.2.3 When all government agencies involved have indicated, in writing that the work is complete and acceptable

SPECIAL CONDITIONS

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142203350

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| 3. SERVICE FACILITIES | 10. EMPLOYMENT PRACTICES |
| 4. MINOR WORK | 11. WORK HOURS |
| 5. WASTE SITES | 12. DUST ABATEMENT |
| 6. WORKING DAYS | 13. WATER USAGE |
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1. FORM OF TECHNICAL SPECIFICATIONS

- 1.1 Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the”, and “all” are intentional, supply omitted words or phrases by inference.
- 1.2 “Owner”, and “City” shall mean the City of Bondurant, Iowa, acting through the City Council.
- 1.3 “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.4 “Engineer” shall mean the City of Bondurant City Engineer or designated agent.
- 1.5 “Standard Drawings” shall mean Construction Detail Drawings bound with these Specifications.
- 1.6 “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- 1.7 “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

2. NOTICE TO PROCEED

- 2.1 The Contractor shall proceed with the work and in the time set forth according to the conditions as outlined in the NOTICE OF HEARING AND LETTING upon issuance of a written Notice to Proceed.

SPECIAL CONDITIONS

3. SERVICE FACILITIES

- 3.1 The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

4. MINOR WORK

- 4.1 Any minor work not specifically mentioned in the Specifications as shown on the Plans but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

5. WASTE SITES

- 5.1 All waste material shall be hauled to a construction debris recycling center or salvage yard of the Contractor's choice with the Engineer's approval or an approved hazardous waste disposal site if required. Disposal costs will be included in the Contract Cost and not paid by the City as a separate item. All salvage material payments or rebates are to be credited back to the Owner and receipts or documentation provided.

6. WORKING DAYS

- 6.1 Work will be permitted Monday through Fridays. A 48-hour notice shall be provided to the engineer or inspector prior to work on Saturdays or Sundays. If work is to occur during an observed holiday (included below), which requires inspection, a 1-week notice shall be provided to the engineer or inspector.
- 6.2 Holidays are observed as follows:
- Martin Luther King Jr. Day: Monday, January 16, 2023
 - Presidents' Day: Monday, February 20, 2023
 - Memorial Day: Monday, May 29, 2023
 - Juneteenth: Monday, June 19, 2023
 - 4th of July: Tuesday, July 4, 2023
 - Labor Day: Monday, September 4, 2023
 - Veterans Day: Friday, November 10, 2023
 - Thanksgiving: Thursday, November 23, 2023
 - Friday after Thanksgiving: Friday, November 24, 2023
 - Christmas Eve (observed): Friday, December 22, 2023
 - Christmas Day: Monday, December 25, 2023

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- 7.1 Provide a telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditions handling of messages.
- 7.2 Provide suitable storage buildings necessary for proper storage of materials and equipment.

SPECIAL CONDITIONS

- 7.3 Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 7.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 7.5 Provide fences, barricades, and/or watch persons to prevent access of unauthorized persons to site where work is in progress
- 7.6 Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

9. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAY

- 9.1 All work in Right-of-Way of State and Federal Highways must comply with requirements of Iowa Department of Transportation.

10. EMPLOYMENT PRACTICES

- 10.1 Neither the Contractor nor his Subcontractors, shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of himself/herself, others employed on the Project, or the public.
- 10.2 The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
 - 10.2.1 To discharge from employment or refuse to hire any individual because of sex, gender identity, sexual orientation, race, color, religion, national origin, marital status, age, veteran status, or disability unless such disability is related to job performance of such person or employee.
 - 10.2.2 To discriminate against any individual in terms, condition, or privileges of employment because of sex, gender identity, sexual orientation, race, color, religion, national origin, marital status, age, veteran status, or disability unless such disability is related to job performance of such person or employee.

11. WORK HOURS

- 11.1 The Contractor will be required to limit the Contractor's work hours on the Project from 7:00 a.m. to 10:00 p.m., Sunday through Saturday unless noted otherwise. Should equipment be used which is excessively noisy and distressing to area residents, the Engineer reserves the right to limit hours of operation from 7:00 a.m. to 7:00 p.m.

12. DUST ABATEMENT

- 12.1 The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem. It is realized some dust on the Project is inevitable, but it must be kept to a minimum.

SPECIAL CONDITIONS

13. WATER USAGE

- 13.1 Bondurant Public Works will provide the Contractor a nominal amount of water on the Project free of charge for watering sod only, with the following requirements:
 - 13.1.1 The water is to be metered and the Contractor must obtain the meter from the Bondurant Public Works and a refundable meter deposit is required.
 - 13.1.2 The Contractor will abide by rules and regulations of bulk water usage as prepared by Bondurant Public Works.
 - 13.1.3 The Contractor will only use hydrants that have been previously approved by the Bondurant Public Works for bulk water usage.
 - 13.1.4 The Contractor shall not use water from private residential or business hose bibs, without the written consent of the private owner. Any such agreements must be filed with the Engineering prior to water usage.
 - 13.1.5 The water provided on the Project free of charge will consist of 870 gallons of water per square (100 square feet) of sod installed on the Project. Additional water usage shall be the sole responsibility of the Contractor. Additional water shall be paid for at the current Bondurant Public Works rate.
 - 13.1.6 The Contractor must notify Bondurant Public Works prior to using the assigned water meter on any other project.

14. QUANTITIES

- 14.1 The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or diminish these quantities within reasonable limits and the Contractor will be paid for only as much work as the contractor is required to do by the City at the unit price stated in the Proposal.

PLAN LIST

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142203350

1. PLANS

- 1.1 The work shall conform to the following Drawings (bound herewith) and Detail and Standard Drawings (bound herewith), all of which constitute the “Plans” and are an integral part of the Contract Documents.

Index of Sheets	Drawing Number	Revision Number
Cover Sheet	C000	
Estimated Project Quantities	C001	
Estimate Reference Notes	C002 – C003	
Existing Conditions and Demolition Plan	CD01	
Site Plan	C101	
Grading and Utility Plan	C201 – C202	
Details	C501	

DETAILED SPECIFICATIONS

BONDURANT RECREATIONAL SPORTS COMPLEX PARKING EXPANSION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142203350

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| 8. STANDARDS AND CODES | |
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| 10. FIELD TESTS | |

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 required 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; Engineer's interpretation shall be accepted as final.

4. WORK INCLUDED

- 4.1 Construct Improvements as set out in NOTICE OF HEARING AND LETTING and these Contract Documents.

DETAILED SPECIFICATIONS

5. STARTING AND COMPLETION TIMES

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that the Notice to Proceed will be issued within 30 calendar days after the award of contract. Complete work within the time set out in the NOTICE OF HEARING AND LETTING.

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: four (4) and all copies required by Contractor.
 - 6.1.1 Manufacturer's Specifications and catalog data for manhole steps, covers and frames, castings, and other special items.
 - 6.1.2 Shop Drawings showing reinforcing steel details, structural steel and supports.
 - 6.1.3 Such other information as Engineer may request.
- 6.2 Within 15 days after award of contract, provide construction schedule showing dates of starting and completing various portions of work. After initiation of construction, provide bi-weekly written report of construction schedule for following 2-week period.
- 6.3 Provide two (2) copies of the following information:
 - 6.3.1 Purchase orders without prices and subcontracts with prices.
 - 6.3.2 Shipping papers for all material.
 - 6.3.3 All material test reports.
 - 6.3.4 Concrete mix design; submit 8 days before proposed mix is to be used.

7. PLANS AND SPECIFICATIONS

- 7.1 Engineer will furnish up to five (5) sets of Plans and Specifications after award of Contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 7.2 Subcontractors and suppliers will be furnished copies of Plans and Specifications only at request of Contractor. Engineer will be compensated for printing costs by Contractor.
- 7.3 Provide one (1) set of Plans and Specifications for each foreman or superintendent in charge of each crew on job.

8. STANDARDS AND CODES

- 8.1 Do work in accordance with best present-day installation and construction practices.

DETAILED SPECIFICATIONS

- 8.2 Conform with and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to the contrary.
 - 8.2.1 American Association of State Highway and Transportation Officials (AASHTO).
 - 8.2.2 American Concrete Institute (ACI).
 - 8.2.3 American Institute of Steel Construction (AISC)
 - 8.2.4 American National Standards Institute (ANSI).
 - 8.2.5 American Society of Testing and Materials (ASTM).
 - 8.2.6 American Water Works Association (AWWA).
 - 8.2.7 American Standards Association (ASA)
 - 8.2.8 American Welding Society (AWS).
 - 8.2.9 Federal Specifications (FS).
 - 8.2.10 Iowa Statewide Urban Design and Specifications (SUDAS) 2023 Edition
 - 8.2.11 Iowa Occupational Safety and Health Act of 1972 (Chapter 83, Code of Iowa 1987) (IOSHA).
 - 8.2.12 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - 8.2.13 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
 - 8.2.14 Manual on Uniform Traffic Control Devices (MUTCD).
 - 8.2.15 American Disabilities Act (ADA)
 - 8.2.16 Standards and Codes of the State of Iowa and applicable local standards and codes of the City of Bondurant and Polk County.
 - 8.2.17 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

9. MATERIALS TESTS

- 9.1 Includes all materials tests or tests specified hereinafter.
- 9.2 Employ testing laboratory approved by Engineer to show that construction materials comply with Specifications.

DETAILED SPECIFICATIONS

- 9.3 Incorporate no materials in work until laboratory tests have been furnished which show that materials comply with Specifications.
- 9.4 All materials subject to sampling, testing, inspection and rejection at site by Engineer.
- 9.5 Incorporate no material in work until laboratory tests have been furnished which show materials comply with specification.
- 9.6 Laboratory tests for materials:
 - 9.6.1 Reinforced concrete pipe: Test two (2) pieces of each diameter of each class furnished; check reinforcing size and placement; ASTM C76.
 - 9.6.2 Vitrified clay pipe: Test two (2) pieces of each diameter furnished, ASTM C301.
 - 9.6.3 Ductile iron pipe: Certify that pipe conforms to ANSI A21.51.
 - 9.6.4 Steel pipe: Certify that pipe conforms to ASTM A53.
 - 9.6.5 Other pipe: Certify that pipe conforms to applicable Specifications.
 - 9.6.6 Cement: Bin sample for entire requirement, ASTM C150.
 - 9.6.7 Concrete aggregates: One (1) sample of each, ASTM C33.
 - 9.6.8 Reinforcing steel: Furnish original and one copy of certified test report by manufacturer.
 - 9.6.9 Welded wire fabric: Furnish original and one copy of certified test report by manufacturer.

10. FIELD TESTS

- 10.1 Notify Engineer when installation is complete and ready for testing.
- 10.2 Owner will retain testing laboratory and conduct all field tests and determine location of tests.
- 10.3 If test results do not meet those specified, make necessary corrections and repeat tests to demonstrate that test requirements are satisfied.

11. RESPONSIBILITY OF CONTRACTOR

- 11.1 Protection of the work.
- 11.2 Protection of all property from injury or loss resulting from his operations.
- 11.3 Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.

DETAILED SPECIFICATIONS

- 11.4 Cooperate with Owner, Engineer and representative 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.
- 11.5 Keep cleanup current.
- 11.6 Comply with all Federal, State of Iowa, Polk County and City of Bondurant Laws and Ordinances.
- 11.7 Keep existing sewers in continuous operation without bypassing.

12. TEMPORARY WORK

- 12.1 Make all temporary service connections necessary for maintaining utility service during the course of the work.
- 12.2 Construct temporary drains to keep work in the dry; maintain new improvements as directed by Engineer.
- 12.3 Construct temporary asphalt surfaces as directed, in order to enhance traffic control.

13. TRAFFIC CONTROL

- 13.1 Erect and maintain barricades and lights and/or provide watchmen for protection and warning of pedestrians and vehicles. All barricades, lights and/or watchmen at expense of Contractor. Maintenance shall include sign washing as required by the Engineer.
- 13.2 Location and arrangement: Conform to Ordinances, Laws and MUTCD; meet approval of Owner and Engineer.
- 13.3 Responsibility: Maintain, control, and protect traffic within construction area including side street crossings, temporary run-arounds, use of one or more lanes and related operations and detours outside construction area.
- 13.4 Closing or partially closing streets: Close or restrict traffic in streets only with permission of Engineer; provide for maximum safety and convenience of public; open street when work is complete or as directed by Engineer. Access to private property must be maintained during construction.
- 13.5 Emergency traffic: Provide continuous access for police, fire and emergency vehicles.
- 13.6 Take every precaution to protect pedestrian and vehicle traffic.

14. REMOVAL AND REPLACEMENT OF IRRIGATION SYSTEMS

- 14.1 Irrigation lines and sprinkler heads may exist along this project. It is the Contractor's responsibility to determine the location and types of irrigation systems to be encountered and the total work to be completed under this paragraph.

DETAILED SPECIFICATIONS

- 14.2 Remove parts of irrigation systems within as necessary to complete the grading, paving and utility adjustments. Cap off ends or modify systems where removals occur to allow the system's owner continued use of the remaining system. Notify owner of work completed so that necessary repairs can be completed by them.

15. STORAGE OF MATERIALS AND EQUIPMENT

- 15.1 Limited storage space for materials and equipment will be available at project sites and along easements; string pipe within construction easements provided.
- 15.2 Storage areas shall be subject to approval of Engineer.
- 15.3 Store materials and equipment in manner which will preserve their quality and fitness.

16. HISTORICAL/ARCHAEOLOGICAL AUDITS

- 16.1 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.

17. EROSION CONTROL AND NPDES STORMWATER PERMIT

- 17.1 This project is subject to Section 402 (b) of the Clean Water Act and Iowa Code Section 455B.174 and 567 IAC 64.4 (projects disturbing one (1) or more total acres) and requires issuance of a National Pollution Discharge Elimination System (NPDES) General Permit No. 2, or an individual NPDES Permit for Stormwater Discharge Associated with Industrial Activity for Construction Activities.
- 17.2 Contractor shall be the responsible party for obtaining authorization, implementing and complying with a General Permit No. 2 for Stormwater discharge for the construction activities associated with the project. Contractor shall be the permittee and solely responsible for compliance and costs associated therewith, including those specifically referenced herein. Contractor shall not rely on any stormwater discharge permitting or efforts already undertaken by the City of Bondurant for this project, including but not limited to those referenced herein. Contractor will be responsible for preparation of a Storm Water Pollution Prevention Plan.
- 17.3 Contractor shall be 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 by the Contractor in a manner that complies with all Iowa Department of Natural Resources applicable requirements.
- 17.4 Contractor shall 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. The Contractor shall be responsible to pay all fees and costs associated

DETAILED SPECIFICATIONS

with the preparation of the Storm Water Pollution Prevention Plan, publication of the notice and filing of Notice of Intent for coverage under General Permit No. 2.

- 17.5 The Contractor is responsible for implementation, inspection, maintenance, and monitoring compliance with the Storm Water Pollution Prevention Plan requirements and General Permit No.2.
- 17.6 All subcontractors must sign the NPDES certification statement before conducting any work at the site. The certifications must be signed in accordance with the signatory requirements found in the permit and must be incorporated in the Storm Water Pollution Prevention Plan.
- 17.7 In the event that the Iowa Department of Natural Resources considers the Owner to be a co-permittee, the Contractor agrees to indemnify and hold harmless the Owner for all issues and activities relating to the Storm Water Pollution Prevention Plan and permit including, but not limited to fines and penalties.
- 17.8 References to silt fences and other erosion control devices or measures, if any, in the specifications or on the plans are intended to illustrate typical erosion control measures to be implemented by the Contractor. References in the plans or specifications shall not be considered a part of the Storm Water Pollution Prevention Plan. The occasion that erosion control measures or devices are not indicated on the plans or in the specifications does not waive the Contractor's responsibilities associated with the NPDES Storm Water permit nor the Storm Water Pollution Prevention Plan.
- 17.9 Contractor is responsible for developing the phasing and staging plans for implementation of the Storm Water Pollution Prevention Plan.
- 17.10 The Contractor is responsible for filing the Notice of Discontinuation of General Permit No. 2 after vegetative growth has been re-established to the required levels of permit.
- 17.11 The Contractor is responsible for all fees and fines associated with the permit and permit violations.
- 17.12 The Contractor is responsible for maintaining a copy of the Storm Water Pollution Prevention Plan on the project site and for all site inspection and monitoring required by the permit.
- 17.13 The Contractor is responsible to complete all requirements for NPDES General Permit No. 2 in a timely manner to avoid any delays in start of construction. No construction activity shall commence until General Permit No. 2 has been issued and any requirements contained therein have been met. No extension of time for completion of construction will be granted for delays experienced in issuance or failure to meet requirements of the General Permit No. 2 in a timely manner.
- 17.14 The Contractor is responsible for providing project copies of the Storm Water Pollution Prevention Plan and any updates, inspection reports, and Notice of Discontinuation to the City in a timely manner.

END OF SECTION

April 14, 2023

John Horton, Public Works Director
City of Bondurant
200 Second St NE
Bondurant, IA 50035

RE: Bid Review Letter and Tabulation
Bondurant Sports Complex Parking Expansion

Dear John Horton,

Ten (10) bids were received on April 12, 2023 for the above referenced project. We propose that the City of Bondurant consider the bids and award the contract to Sandstone Management, LTD on the basis of their lowest responsive, responsible base bid of \$294,005.00 or their base bid plus Alternate No. 1 of \$487,367.50. This award is subject to submittal of acceptable bonds and insurance. We are enclosing a copy of the bid tabulation for your use.

We look forward to continuing working with you on this project. Please call our office if you have any questions or comments regarding the above project.

Sincerely,

SHIVE-HATTERY, INC.



David R. Fliehler, P.E.
Civil Engineer

Enclosures: Bid Tabulation

Client: City of Bondurant
Project Name: BRSC Parking Expansion

Bid Date: 04/12/2023

SH Project No.: 2142203350

*ITEMS SHOWN IN RED INDICATE QUANTITIES WITH ERRORS IN BID. EXTENDED COSTS HAVE BEEN CORRECTED FOR BID SUMMARY

Item Number	Description	Unit	Estimated Quantity	Engineer's Estimate		Iowa Earthwork Huxley, Iowa		Concrete Connections, LLC Johnston, Iowa		Sandstone Management, LTD Carlisle, Iowa		Stroud Dirt Works, LLC Adel, Iowa		Absolute Concrete Construction, Inc. Granger, Iowa		Concrete Technologies, Inc. Grimes, Iowa	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2435.0			\$10.00	\$24,350.00			\$15.50	\$37,742.50	\$7.90	\$19,236.50	\$5.75	\$14,001.25	\$5.00	\$12,175.00
2	EXCAVATION, CLASS 10, RDWY & BORROW	CY	4610.0	\$8.00	\$36,880.00	\$7.00	\$32,270.00	\$10.75	\$49,557.50	\$5.19	\$23,925.90	\$4.39	\$20,237.90	\$3.00	\$13,830.00	\$4.25	\$19,592.50
3	SUBGRADE PREPARATION, 12 IN.	SY	955.0	\$3.00	\$2,865.00	\$3.00	\$2,865.00	\$4.50	\$4,297.50	\$3.40	\$3,247.00	\$4.50	\$4,297.50	\$2.50	\$2,387.50	\$3.75	\$3,581.25
4	MODIFIED SUBBASE, 4"	SY	955.0	\$6.00	\$5,730.00	\$10.00	\$9,550.00	\$10.00	\$9,550.00	\$6.96	\$6,646.80	\$8.49	\$8,107.95	\$10.00	\$9,550.00	\$12.75	\$12,176.25
5	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 15 IN	LF	184.0	\$85.00	\$15,640.00	\$100.00	\$18,400.00	\$100.00	\$18,400.00	\$62.36	\$11,474.24	\$90.00	\$16,560.00	\$72.00	\$13,248.00	\$126.00	\$23,184.00
6	STORM SWR G-MAIN, TRENCHED, RCAP CLASS III, 18 IN EQ.	LF	73.0	\$140.00	\$10,220.00	\$200.00	\$14,600.00	\$130.00	\$9,490.00	\$131.75	\$9,617.75	\$150.00	\$10,950.00	\$135.00	\$9,855.00	\$200.00	\$14,600.00
7	CONCRETE PIPE APRON, 15 IN	EACH	2.0	\$2,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$1,650.00	\$3,300.00	\$2,976.00	\$5,952.00	\$4,000.00	\$8,000.00	\$3,295.00	\$6,590.00	\$2,885.00	\$5,770.00
8	CONCRETE ARCH PIPE APRON, 18 IN EQ.	EACH	4.0	\$3,000.00	\$12,000.00	\$6,000.00	\$24,000.00	\$1,800.00	\$7,200.00	\$3,335.00	\$13,340.00	\$8,500.00	\$34,000.00	\$3,875.00	\$15,500.00	\$5,355.00	\$21,420.00
9	STD/S-F PCC PAVEMENT, CLASS C, CLASS III, 6IN	SY	730.0	\$70.00	\$51,100.00	\$64.00	\$46,720.00	\$45.00	\$32,850.00	\$54.01	\$39,427.30	\$54.00	\$39,420.00	\$58.00	\$42,340.00	\$55.50	\$40,515.00
10	REMOVAL AND REPLACEMENT OF ASPHALT TRAIL	SY	90.0	\$85.00	\$7,650.00	\$105.00	\$9,450.00	\$130.00	\$11,700.00	\$117.02	\$10,531.80	\$90.00	\$8,100.00	\$60.00	\$5,400.00	\$105.00	\$9,450.00
11	SHARED-USE PATH, 6" PCC	SY	154.0	\$70.00	\$10,780.00	\$64.00	\$9,856.00	\$54.00	\$8,316.00	\$82.87	\$12,761.98	\$47.25	\$7,276.50	\$71.50	\$11,011.00	\$89.25	\$13,744.50
12	DETECTABLE WARNINGS	SF	60.0	\$50.00	\$3,000.00	\$50.00	\$3,000.00	\$40.00	\$2,400.00	\$31.34	\$1,880.40	\$55.45	\$3,327.00	\$50.50	\$3,030.00	\$52.50	\$3,150.00
13	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE	TON	2345.0	\$35.00	\$82,075.00	\$32.00	\$75,040.00	\$41.00	\$96,145.00	\$36.64	\$85,920.80	\$37.18	\$87,187.10	\$37.60	\$88,172.00	\$51.50	\$120,767.50
14	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	2.5	\$150.00	\$375.00	\$90.00	\$225.00	\$125.00	\$312.50	\$173.00	\$432.50	\$105.00	\$262.50	\$90.00	\$225.00	\$99.75	\$249.38
15	PAINTED PAVEMENT SYMBOLS AND LEGENDS	EA	5.0	\$250.00	\$1,250.00	\$100.00	\$500.00	\$60.00	\$300.00	\$89.50	\$447.50	\$56.00	\$280.00	\$75.00	\$375.00	\$52.50	\$262.50
16	HANDICAP PARKING SIGNAGE	EA	5.0	\$300.00	\$1,500.00	\$500.00	\$2,500.00	\$375.00	\$1,875.00	\$365.00	\$1,825.00	\$300.00	\$1,500.00	\$300.00	\$1,500.00	\$340.00	\$1,700.00
17	HYDRAULIC SEEDING, FERTILIZING, & MULCHING, TYPE 1	ACRE	1.0	\$4,500.00	\$4,500.00	\$6,600.00	\$6,600.00	\$5,000.00	\$5,000.00	\$5,881.00	\$5,881.00	\$7,000.00	\$7,000.00	\$7,500.00	\$7,500.00	\$5,775.00	\$5,775.00
18	SWPPP PREPARATION	LS	1.0	\$800.00	\$800.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$2,678.00	\$2,678.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$2,625.00	\$2,625.00
19	SWPPP MANAGEMENT	LS	1.0	\$2,000.00	\$2,000.00	\$3,100.00	\$3,100.00	\$2,500.00	\$2,500.00	\$2,993.00	\$2,993.00	\$3,600.00	\$3,600.00	\$3,600.00	\$3,600.00	\$2,940.00	\$2,940.00
20	FILTER SOCK, 8 IN.	LF	620.0	\$2.50	\$1,550.00	\$2.25	\$1,395.00	\$3.00	\$1,860.00	\$2.10	\$1,302.00	\$2.00	\$1,240.00	\$2.50	\$1,550.00	\$2.25	\$1,395.00
21	REMOVAL OF FILTER SOCK	LF	620.0	\$0.50	\$310.00	\$0.50	\$310.00	\$1.00	\$620.00	\$0.54	\$334.80	\$0.50	\$310.00	\$1.00	\$620.00	\$0.50	\$310.00
22	RIP-RAP, CLASS D	TON	9.0	\$70.00	\$630.00	\$100.00	\$900.00	\$100.00	\$900.00	\$102.00	\$918.00	\$55.00	\$495.00	\$97.00	\$873.00	\$84.00	\$756.00
23	EROSION STONE	TON	6.0	\$65.00	\$390.00	\$125.00	\$750.00	\$100.00	\$600.00	\$102.00	\$612.00	\$55.00	\$330.00	\$90.00	\$540.00	\$84.00	\$504.00
24	CONSTRUCTION SURVEY	EACH	1.0	\$5,600.00	\$5,600.00	\$5,000.00	\$5,000.00	\$3,709.00	\$3,709.00	\$5,856.00	\$5,856.00	\$6,500.00	\$6,500.00	\$8,000.00	\$8,000.00	\$4,100.00	\$4,100.00
25	MOBILIZATION	EACH	1.0	\$25,000.00	\$25,000.00	\$20,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$9,671.23	\$9,671.23	\$10,000.00	\$10,000.00	\$55,000.00	\$55,000.00	\$50,000.00	\$50,000.00
26	CONCRETE WASHOUT	EACH	1.0	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$316.50	\$316.50	\$600.00	\$600.00	\$1,000.00	\$1,000.00	\$275.00	\$275.00
27	WOODEN PARKING BOLLARD W/ CABLE BARRIER	EACH	55.0	\$200.00	\$11,000.00	\$250.00	\$13,750.00	\$325.00	\$17,875.00	\$305.00	\$16,775.00	\$227.27	\$12,499.85	\$575.00	\$31,625.00	\$600.00	\$33,000.00
BASE BID TOTAL				\$323,695.00		\$337,631.00		\$355,000.00		\$294,005.00		\$308,582.55		\$346,996.50		\$417,410.38	

BID ALTERNATE #1

Item Number	Description	Unit	Estimated Quantity	Engineer's Estimate		Iowa Earthwork Huxley, Iowa		Concrete Connections, LLC Johnston, Iowa		Sandstone Management, LTD Carlisle, Iowa		Stroud Dirt Works, LLC Adel, Iowa		Absolute Concrete Construction, Inc. Slater, Iowa		Concrete Technologies, Inc. Grimes, Iowa	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
28	SUBGRADE PREPARATION, 12 IN. (ADD QUANTITY)	SY	5470.0	\$3.00	\$16,410.00	\$3.00	\$16,410.00	\$3.75	\$20,512.50	\$2.97	\$16,245.90	\$4.50	\$24,615.00	\$2.50	\$13,675.00	\$3.25	\$17,777.50
29	MODIFIED SUBBASE, 4 IN. (ADD QUANTITY)	SY	5470.0	\$6.00	\$32,820.00	\$10.00	\$54,700.00	\$9.00	\$49,230.00	\$6.91	\$37,797.70	\$8.04	\$43,978.80	\$10.00	\$54,700.00	\$10.50	\$57,435.00
30	STD / S-F PCC PAVEMENT, CLASS C, CLASS III, 6 IN. (ADD QUANTITY)	SY	4950.0	\$70.00	\$346,500.00	\$45.00	\$222,750.00	\$40.00	\$198,000.00	\$46.48	\$230,076.00	\$60.50	\$299,475.00	\$43.00	\$212,850.00	\$46.25	\$228,937.50
31	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE (REMOVE FROM BASE BID)	TON	-2145.0	\$35.00	-\$75,075.00	\$32.00	-\$68,640.00	\$41.00	-\$87,945.00	\$36.64	-\$78,592.80	\$37.18	-\$79,751.10	\$37.60	-\$80,652.00	\$51.50	-\$110,467.50
32	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (ADD QUANTITY)	STA	23.6	\$150.00	\$3,540.00	\$90.00	\$2,124.00	\$100.00	\$2,360.00	\$137.00	\$3,233.20	\$89.00	\$2,100.40	\$90.00	\$2,124.00	\$84.00	\$1,982.40
33	CONSTRUCTION SURVEY - BID ALTERNATE 1	LS	1.0	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$6,500.00	\$6,500.00	\$1,000.00	\$1,000.00	\$1,680.00	\$1,680.00
34	CONCRETE WASHOUT (ADD QUANTITY)	LS	1.0	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00	\$663.50	\$663.50	\$1,900.00	\$1,900.00	\$2,000.00	\$2,000.00	\$1,460.00	\$1,460.00
35	CONCRETE FLUME AT CURB DROP, 6 IN.	SY	6.0	\$100.00	\$600.00	\$50.00	\$300.00	\$100.00	\$600.00	\$119.00	\$714.00	\$121.00	\$726.00	\$765.00	\$4,590.00	\$150.00	\$900.00
36	WOODEN PARKING BOLLARD W/ CABLE BARRIER (REMOVE FROM BASE BID)	EA	-55.0	\$200.00	-\$11,000.00	\$250.00	-\$13,750.00	\$325.00	-\$17,875.00	\$305.00	-\$16,775.00	\$227.27	-\$12,499.85	\$575.00	-\$31,625.00	\$600.00	-\$33,000.00
BID ALTERNATE #1 TOTAL BID				\$316,495.00		\$215,594.00		\$171,382.50		\$193,362.50		\$287,044.25		\$178,662.00		\$166,704.90	
TOTAL (BASE + ALTERNATE #1)				\$640,190.00		\$553,225.00		\$526,382.50		\$487,367.50		\$595,626.80		\$525,658.50		\$584,115.28	

BID ALTERNATE #2

Item Number	Description	Unit	Estimated Quantity	Engineer's Estimate		Iowa Earthwork Huxley, Iowa		Concrete Connections, LLC Johnston, Iowa		Sandstone Management, LTD Carlisle, Iowa		Stroud Dirt Works, LLC Adel, Iowa		Absolute Concrete Construction, Inc. Slater, Iowa		Concrete Technologies, Inc. Grimes, Iowa	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
37	SUBGRADE PREPARATION, 12 IN. (ADD QUANTITY)	SY	5470.0	\$3.00	\$16,410.00	\$3.00	\$16,410.00	\$3.75	\$20,512.50	\$2.97	\$16,245.90	\$4.50	\$24,615.00	\$2.50	\$13,675.00	-	-
38	MODIFIED SUBBASE, 5 IN. (ADD QUANTITY)	SY	5470.0	\$6.00	\$32,820.00	\$11.50	\$62,905.00	\$9.00	\$49,230.00	\$8.78	\$48,026.60	\$10.05	\$54,973.50	\$12.50	\$68,375.00	-	-
39	PCC CURB AND GUTTER, 6 IN.	LF	1010.0	\$35.00	\$35,350.00	\$24.00	\$24,240.00	\$25.00	\$25,250.00	\$36.52	\$36,885.20	\$35.50	\$35,855.00	\$45.00	\$45,450.00	-	-
40	PAVEMENT, HMA, 5 IN.	SY	4670.0	\$70.00	\$326,900.00	\$32.25	\$150,607.50	\$40.00	\$186,800.00	\$30.01	\$140,146.70	\$35.10	\$163,917.00	\$34.00	\$158,780.00	-	-
41	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE (REMOVE FROM BASE BID)	TON	-2145.0	\$35.00	-\$75,075.00	\$32.00	-\$68,640.00	\$41.00	-\$87,945.00	\$36.64	-\$78,592.80	\$37.18	-\$79,751.10	\$37.60	-\$80,652.00	-	-
42	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (ADD QUANTITY)	STA	23.6	\$150.00	\$3,540.00	\$90.00	\$2,124.00	\$150.00	\$3,540.00	\$137.00	\$3,233.20	\$89.00	\$2,100.40	\$90.00	\$2,124.00	-	-
43	CONSTRUCTION SURVEY - BID ALTERNATE 2	LS	1.0	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	\$6,500.00	\$6,500.00	\$1,000.00	\$1,000.00	-	-
44	CONCRETE FLUME AT CURB DROP, 6 IN.	SY	6.0	\$100.00	\$600.00	\$50.00	\$300.00	\$100.00	\$600.00	\$119.00	\$714.00	\$66.67	\$400.02	\$765.00	\$4,590.00	-	-
45	WOODEN PARKING BOLLARD W/ CABLE BARRIER (REMOVE FROM BASE BID)	EA	-55.0	\$200.00	-\$11,000.00	\$250.00	-\$13,750.00	\$325.00	-\$17,875.00	\$305.00	-\$16,775.00	\$227.27	-\$12,499.85	\$575.00	-\$31,625.00	-	-
BID ALTERNATE #2 TOTAL BID				\$330,745.00		\$175,396.50		\$185,112.50		\$149,883.80		\$196,109.97		\$181,717.00		-	
TOTAL (BASE + ALTERNATE #2)				\$654,440.00		\$513,027.50		\$540,112.50		\$443,888.80		\$504,692.52		\$528,713.50		NO BID	

*ITEMS SHOWN IN RED INDICATE QUANTITIES WITH ERRORS IN BID. EXTENDED COSTS HAVE BEEN CORRECTED FOR BID SUMMARY

Item Number	Description	Unit	Estimated Quantity	Engineer's Estimate		Home Boy Enterprises Bondurant, Iowa		JAS Construction, LLC Altoona, Iowa		Wenthold Excavating, LLC Elkhart, Iowa	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	2435.0	\$10.00	\$24,350.00	\$8.69	\$21,160.15	\$5.25	\$12,783.75	\$10.00	\$24,350.00
2	EXCAVATION, CLASS 10, RDWY & BORROW	CY	4610.0	\$8.00	\$36,880.00	\$5.71	\$26,323.10	\$3.75	\$17,287.50	\$4.00	\$18,440.00
3	SUBGRADE PREPARATION, 12 IN.	SY	955.0	\$3.00	\$2,865.00	\$3.74	\$3,571.70	\$4.75	\$4,536.25	\$3.00	\$2,865.00
4	MODIFIED SUBBASE, 4"	SY	955.0	\$6.00	\$5,730.00	\$7.66	\$7,315.30	\$13.00	\$12,415.00	\$10.00	\$9,550.00
5	STORM SWR G-MAIN, TRENCHED, RCP CLASS III, 15 IN	LF	184.0	\$85.00	\$15,640.00	\$68.60	\$12,622.40	\$75.00	\$13,800.00	\$133.25	\$24,518.00
6	STORM SWR G-MAIN, TRENCHED, RCAP CLASS III, 18 IN EQ.	LF	73.0	\$140.00	\$10,220.00	\$144.93	\$10,579.89	\$103.00	\$7,519.00	\$211.00	\$15,403.00
7	CONCRETE PIPE APRON, 15 IN	EACH	2.0	\$2,500.00	\$5,000.00	\$3,273.60	\$6,547.20	\$4,100.00	\$8,200.00	\$3,100.00	\$6,200.00
8	CONCRETE ARCH PIPE APRON, 18 IN EQ.	EACH	4.0	\$3,000.00	\$12,000.00	\$3,668.50	\$14,674.00	\$4,400.00	\$17,600.00	\$5,700.00	\$22,800.00
9	STD/S-F PCC PAVEMENT, CLASS C, CLASS III, 6IN	SY	730.0	\$70.00	\$51,100.00	\$59.40	\$43,362.00	\$54.00	\$39,420.00	\$75.50	\$55,115.00
10	REMOVAL AND REPLACEMENT OF ASPHALT TRAIL	SY	90.0	\$85.00	\$7,650.00	\$82.50	\$7,425.00	\$106.01	\$9,540.90	\$85.00	\$7,650.00
11	SHARED-USE PATH, 6" PCC	SY	154.0	\$70.00	\$10,780.00	\$79.20	\$12,196.80	\$71.00	\$10,934.00	\$95.50	\$14,707.00
12	DETECTABLE WARNINGS	SF	60.0	\$50.00	\$3,000.00	\$33.00	\$1,980.00	\$20.00	\$1,200.00	\$61.05	\$3,663.00
13	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE	TON	2345.0	\$35.00	\$82,075.00	\$35.20	\$82,544.00	\$35.00	\$82,075.00	\$49.00	\$114,905.00
14	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	2.5	\$150.00	\$375.00	\$115.06	\$287.65	\$520.00	\$1,300.00	\$216.00	\$540.00
15	PAINTED PAVEMENT SYMBOLS AND LEGENDS	EA	5.0	\$250.00	\$1,250.00	\$60.50	\$302.50	\$104.00	\$520.00	\$112.00	\$560.00
16	HANDICAP PARKING SIGNAGE	EA	5.0	\$300.00	\$1,500.00	\$393.25	\$1,966.25	\$520.00	\$2,600.00	\$370.00	\$1,850.00
17	HYDRAULIC SEEDING, FERTILIZING, & MULCHING, TYPE 1	ACRE	1.0	\$4,500.00	\$4,500.00	\$7,177.38	\$7,177.38	\$3,100.00	\$3,100.00	\$6,120.00	\$6,120.00
18	SWPPP PREPARATION	LS	1.0	\$800.00	\$800.00	\$2,702.47	\$2,702.47	\$3,100.00	\$3,100.00	\$2,800.00	\$2,800.00
19	SWPPP MANAGEMENT	LS	1.0	\$2,000.00	\$2,000.00	\$916.81	\$916.81	\$5,200.00	\$5,200.00	\$3,150.00	\$3,150.00
20	FILTER SOCK, 8 IN.	LF	620.0	\$2.50	\$1,550.00	\$5.45	\$3,379.00	\$3.00	\$1,860.00	\$2.25	\$1,395.00
21	REMOVAL OF FILTER SOCK	LF	620.0	\$0.50	\$310.00	\$1.10	\$682.00	\$0.50	\$310.00	\$1.00	\$620.00
22	RIP-RAP, CLASS D	TON	9.0	\$70.00	\$630.00	\$110.00	\$990.00	\$260.00	\$2,340.00	\$90.00	\$810.00
23	EROSION STONE	TON	6.0	\$65.00	\$390.00	\$93.50	\$561.00	\$244.00	\$1,464.00	\$90.00	\$540.00
24	CONSTRUCTION SURVEY	EACH	1.0	\$5,600.00	\$5,600.00	\$4,477.00	\$4,477.00	\$10,200.00	\$10,200.00	\$6,200.00	\$6,200.00
25	MOBILIZATION	EACH	1.0	\$25,000.00	\$25,000.00	\$23,430.00	\$23,430.00	\$26,939.36	\$26,939.36	\$16,500.00	\$16,500.00
26	CONCRETE WASHOUT	EACH	1.0	\$1,500.00	\$1,500.00	\$1,650.00	\$1,650.00	\$260.00	\$260.00	\$800.00	\$800.00
27	WOODEN PARKING BOLLARD W/ CABLE BARRIER	EACH	55.0	\$200.00	\$11,000.00	\$313.50	\$17,242.50	\$300.00	\$16,500.00	\$300.00	\$16,500.00
BASE BID TOTAL				\$323,695.00		\$316,066.10		\$313,004.76		\$378,551.00	

BID ALTERNATE #1

Item Number	Description	Unit	Estimated Quantity	Engineer's Estimate		Home Boy Enterprises Bondurant, Iowa		JAS Construction, LLC Altoona, Iowa		Wenthold Excavating, LLC Elkhart, Iowa	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
28	SUBGRADE PREPARATION, 12 IN. (ADD QUANTITY)	SY	5470.0	\$3.00	\$16,410.00	\$3.27	\$17,886.90	\$4.75	\$25,982.50	\$3.00	\$16,410.00
29	MODIFIED SUBBASE, 4 IN. (ADD QUANTITY)	SY	5470.0	\$6.00	\$32,820.00	\$7.60	\$41,572.00	\$9.75	\$53,332.50	\$10.00	\$54,700.00
30	STD / S-F PCC PAVEMENT, CLASS C, CLASS III, 6 IN. (ADD QUANTITY)	SY	4950.0	\$70.00	\$346,500.00	\$54.45	\$269,527.50	\$46.00	\$227,700.00	\$49.35	\$244,282.50
31	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE (REMOVE FROM BASE BID)	TON	-2145.0	\$35.00	-\$75,075.00	\$35.20	-\$75,504.00	\$35.00	-\$75,075.00	\$49.00	-\$105,105.00
32	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (ADD QUANTITY)	STA	23.6	\$150.00	\$3,540.00	\$96.80	\$2,284.48	\$520.00	\$12,272.00	\$180.00	\$4,248.00
33	CONSTRUCTION SURVEY - BID ALTERNATE 1	LS	1.0	\$1,200.00	\$1,200.00	\$1,738.00	\$1,738.00	\$310.00	\$310.00	\$2,800.00	\$2,800.00
34	CONCRETE WASHOUT (ADD QUANTITY)	LS	1.0	\$1,500.00	\$1,500.00	\$4,400.00	\$4,400.00	\$260.00	\$260.00	\$3,500.00	\$3,500.00
35	CONCRETE FLUME AT CURB DROP, 6 IN.	SY	6.0	\$100.00	\$600.00	\$220.00	\$1,320.00	\$71.00	\$426.00	\$277.50	\$1,665.00
36	WOODEN PARKING BOLLARD W/ CABLE BARRIER (REMOVE FROM BASE BID)	EA	-55.0	\$200.00	-\$11,000.00	\$313.50	-\$17,242.50	\$300.00	-\$16,500.00	\$300.00	-\$16,500.00
BID ALTERNATE #1 TOTAL BID				\$316,495.00		\$245,982.38		\$228,708.00		\$206,000.50	
TOTAL (BASE + ALTERNATE #1)				\$640,190.00		\$562,048.48		\$541,712.76		\$584,551.50	

BID ALTERNATE #2

Item Number	Description	Unit	Estimated Quantity	Engineer's Estimate		Home Boy Enterprises Bondurant, Iowa		JAS Construction, LLC Altoona, Iowa		Wenthold Excavating, LLC Elkhart, Iowa	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
37	SUBGRADE PREPARATION, 12 IN. (ADD QUANTITY)	SY	5470.0	\$3.00	\$16,410.00	\$3.27	\$17,886.90	\$4.75	\$25,982.50	\$3.00	\$16,410.00
38	MODIFIED SUBBASE, 5 IN. (ADD QUANTITY)	SY	5470.0	\$6.00	\$32,820.00	\$7.60	\$41,572.00	\$9.75	\$53,332.50	\$12.00	\$65,640.00
39	PCC CURB AND GUTTER, 6 IN.	LF	1010.0	\$35.00	\$35,350.00	\$30.80	\$31,108.00	\$31.00	\$31,310.00	\$42.25	\$42,672.50
40	PAVEMENT, HMA, 5 IN.	SY	4670.0	\$70.00	\$326,900.00	\$39.60	\$184,932.00	\$37.00	\$172,790.00	\$32.00	\$149,440.00
41	PARKING LOT, GRANULAR SURFACING, CLASS A CRUSHED STONE (REMOVE FROM BASE BID)	TON	-2145.0	\$35.00	-\$75,075.00	\$35.20	-\$75,504.00	\$35.00	-\$75,075.00	\$49.00	-\$105,105.00
42	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE (ADD QUANTITY)	STA	23.6	\$150.00	\$3,540.00	\$96.80	\$2,284.48	\$520.00	\$12,272.00	\$90.00	\$2,124.00
43	CONSTRUCTION SURVEY - BID ALTERNATE 2	LS	1.0	\$1,200.00	\$1,200.00	\$1,738.00	\$1,738.00	\$310.00	\$310.00	\$2,800.00	\$2,800.00
44	CONCRETE FLUME AT CURB DROP, 6 IN.	SY	6.0	\$100.00	\$600.00	\$220.00	\$1,320.00	\$71.00	\$426.00	\$277.50	\$1,665.00
45	WOODEN PARKING BOLLARD W/ CABLE BARRIER (REMOVE FROM BASE BID)	EA	-55.0	\$200.00	-\$11,000.00	\$313.50	-\$17,242.50	\$300.00	-\$16,500.00	\$300.00	-\$16,500.00
BID ALTERNATE #2 TOTAL BID				\$330,745.00		\$188,094.88		\$204,848.00		\$159,146.50	
TOTAL (BASE + ALTERNATE #2)				\$654,440.00		\$316,730.86		\$330,381.00		\$236,243.00	

I hereby certify that this 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.



Name: David R. Fliehler, PE
23509



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

Item No. 7.b.
For Meeting of 4/17/2023
Public Hearing

TITLE: Public hearing regarding a 100% voluntary annexation within two miles of the City of Mitchellville's city limits

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: This is the same annexation area approved by the Bondurant City Council as part of their March 20, 2023 meeting. On March 21, 2023 the City of Bondurant was notified by the Altoona Herald that the required March 20, 2023 annexation public hearing notice was not printed by the Altoona Herald. Due to the Herald's error, the City must re-hold the annexation public hearing prior to sending to the State's City Development Board for their consideration.

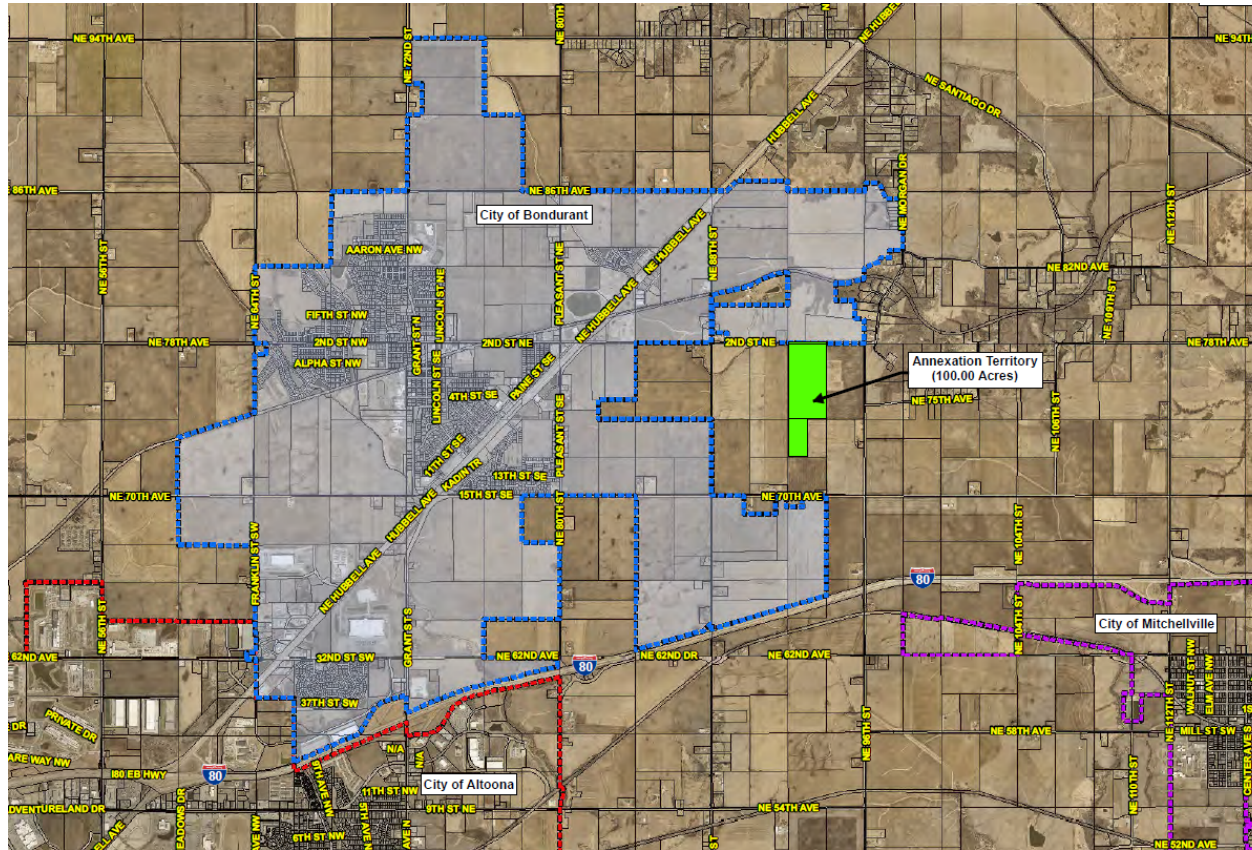
The City is in receipt of the attached 100% voluntary annexation requests for two parcels of land located at [Parcel 230/00469-002-000](#) and [Parcel 230/00478-001-000](#). The voluntary annexation petitions were submitted on February 2, 2023 by PRKG 2470 LLC, property owner at the time. On March 3, 2023 Marco Properties LLC became the property owner of these annexation parcels. The City of Bondurant deems the signed annexation petitions as still valid, as the annexation petitions include the following language, "thus rendering this voluntary annexation petition application irrevocable and binding upon this applicant and his/her/its heirs, devisees, successors in interest and assigns".

This annexation area is comprised of 100.00 acres and is located along 2nd Street NE/NE 78th Avenue between NE 88th Street and NE 96th Street in the area shown in green below. The annexation falls within two miles of the City of Mitchellville's city limits. The annexation area includes the south 1/2 of the 2nd Street NE/NE 78th Avenue right-of-way adjacent to Parcel 230/00469-002-000. Bondurant's existing city limits are located just north of this current annexation area.

It should be acknowledged that the City of Bondurant has also received a voluntary annexation request by PRKG 2470 LLC for land just south of this current annexation area at [Parcel 230/00479-003-000](#), however, the City cannot act on annexation of

Parcel 230/00479-003-000 until it is included as part of a larger annexation area in order to avoid creating an illegal island of unincorporated Polk County land west of Parcel 230/00479-003-000 surrounded by Bondurant's city limits.

Area Annexation Map



After this annexation has been considered by City Council, it must also be considered by the State's City Development Board before it becomes official, as it falls within two miles of another community (Mitchellville). The City of Altoona's city limits fall just outside of the two mile notification requirement.

The attached petitions included the following language relative to zoning district classifications:

- The City agrees to initiate a rezoning of Parcel 230/00469-002-000 from the Agricultural (A-1) District to the Low Density Residential (R-1) District.
- The City agrees to initiate a rezoning of Parcel 230/00478-001-000 from the Agricultural (A-1) District to the High Density Residential (R-3) District, subject to Medium Density Residential density restrictions noted in the Building Bondurant Comprehensive Plan (up to 12 units per acre).

The above rezoning topics will be considered as part of the Council's rezoning public hearing also included as part of this March 20, 2023 City Council agenda.

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

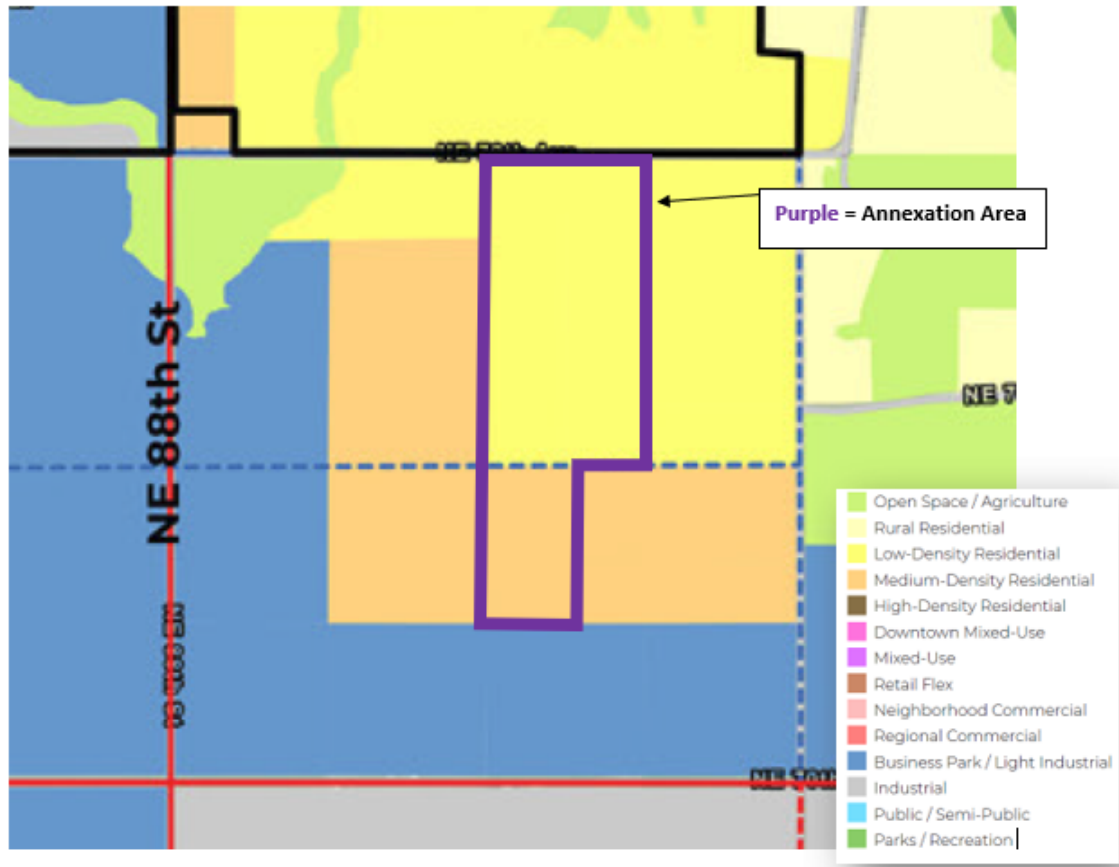
This annexation area falls within the City's planning boundary established as part of the Building Bondurant Comprehensive Plan. While this annexation area is not specifically identified as being within one of the four annexation priority areas of the Comprehensive Plan, the City's Comprehensive Plan and adopted Annexation Policy acknowledge that land does not need to be included as part of an annexation priority area to be considered for annexation. This annexation area is consistent with the adopted Annexation Policy in that it is a 100% voluntary request, as the Policy states the City should strive for 100% voluntary requests.

Approval of this annexation is consistent with the following goal and policy of the Comprehensive Plan:

Goal 2: Follow best practices for growth and development.

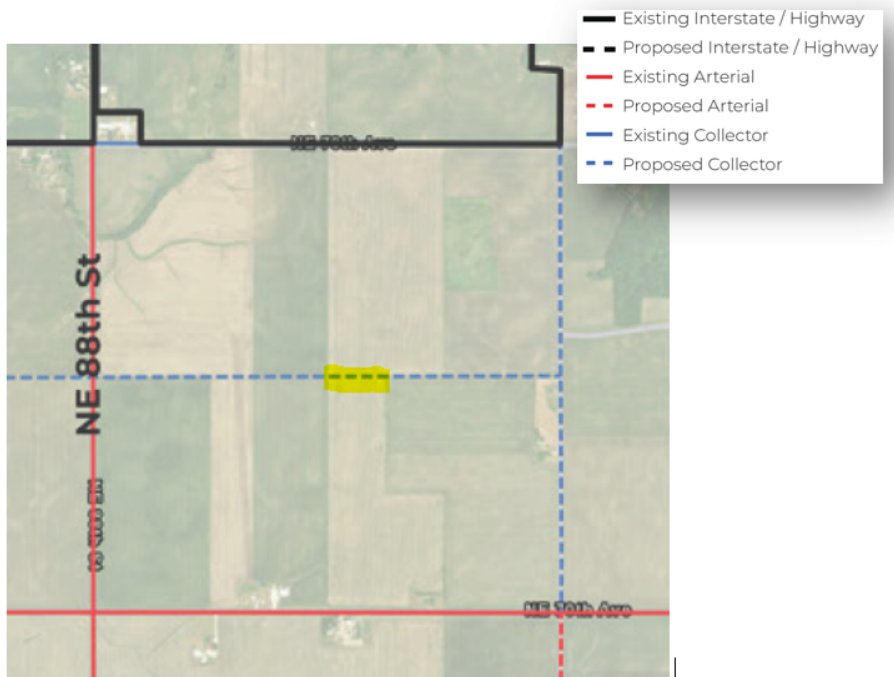
Policy 2H: Focus residential growth only in areas identified as residential on the Future Land Use Plan.

The Building Bondurant Comprehensive Plan guides for low-density residential development on the northern annexation parcel and medium-density residential development on the southern annexation parcel. The owner has requested the City proactively establish zoning districts in accordance with the Future Land Use Map for these two parcels, pending annexation finalization; it is anticipated the City Council will hold their rezoning public hearing on March 20, 2023.



Street & Utility Connectivity

No development is currently proposed on these annexation parcels. Street and utility connectivity will be reviewed in further detail if a preliminary plat is received in the future for this annexation area. It should be acknowledged that the Building Bondurant Comprehensive Plan's streets master plan guides for a future east/west collector street running between these two annexation parcels; see map below.



Outreach

The City notified the Polk County Auditor's Office for their ownership and legal description review of the proposed annexation area. The Polk County Auditor's Office noted that the ownership and legal descriptions are accurate.

On March 22, 2023, the City mailed notices of the annexation public hearing to the following entities: Mitchellville City Council, Polk County Board of Supervisors, each affected public utility, and the Des Moines Area MPO.

On March 22, 2023, the City mailed notice to the Polk County Attorney's office notifying them of the County roadway included as part of the annexation area.

On March 29, 2023, the annexation public hearing notice was printed in the Altoona Herald.

On April 17, 2023, the Bondurant City Council will hold an annexation public hearing and will consider approval of the annexation.

If approved by the Bondurant City Council, the annexation request will be sent to the City Development Board for their review in May 2023.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission voted on recommended approval of this annexation request with a 6-0 vote during their meeting on March 9, 2023.

Staff recommends approval of the resolution approving the 100% voluntary annexation within two miles of the City of Mitchellville's city limits.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Signed Petitions

ANNEXATION PETITION
TO THE CITY COUNCIL
BONDURANT, IOWA

MAYOR AND COUNCIL MEMBERS:

I, the undersigned, hereby make an application to the City of Bondurant, Iowa, pursuant to Iowa Code Section 368.7 for annexation by voluntary petition the following described real estate to-wit:

THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA.

I hereby respectfully request and solicit the Council of the City of Bondurant, Iowa to adopt a resolution assenting to the annexation of the above-described real estate to the City of Bondurant, Iowa, subject to the following conditions:

1. The City agrees to initiate a rezoning of this property from the Agricultural (A-1) District to the Low-Density Residential (R-1) District as requested by the property owner; and
2. The City agrees to rebate any water, sewer, connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership; and
3. The City agrees to waive any street assessments so long as the property maintains its current ownership.

The undersigned has been advised that, unless waived, he/she/it has the right to withdraw this voluntary annexation application at any time within three (3) days after the Bondurant City Council holds a public hearing on said annexation application; and the undersigned voluntarily and of his/her/its own free will, and on behalf of his/her/its heirs, devisees, successors in interest and assigns, and for other good and valuable consideration, the receipt of which is hereby acknowledged, waives the right to withdraw said voluntary annexation application thus rendering this voluntary annexation application irrevocable and binding upon this applicant and his/her/its heirs, devisees, successors in interest and assigns.

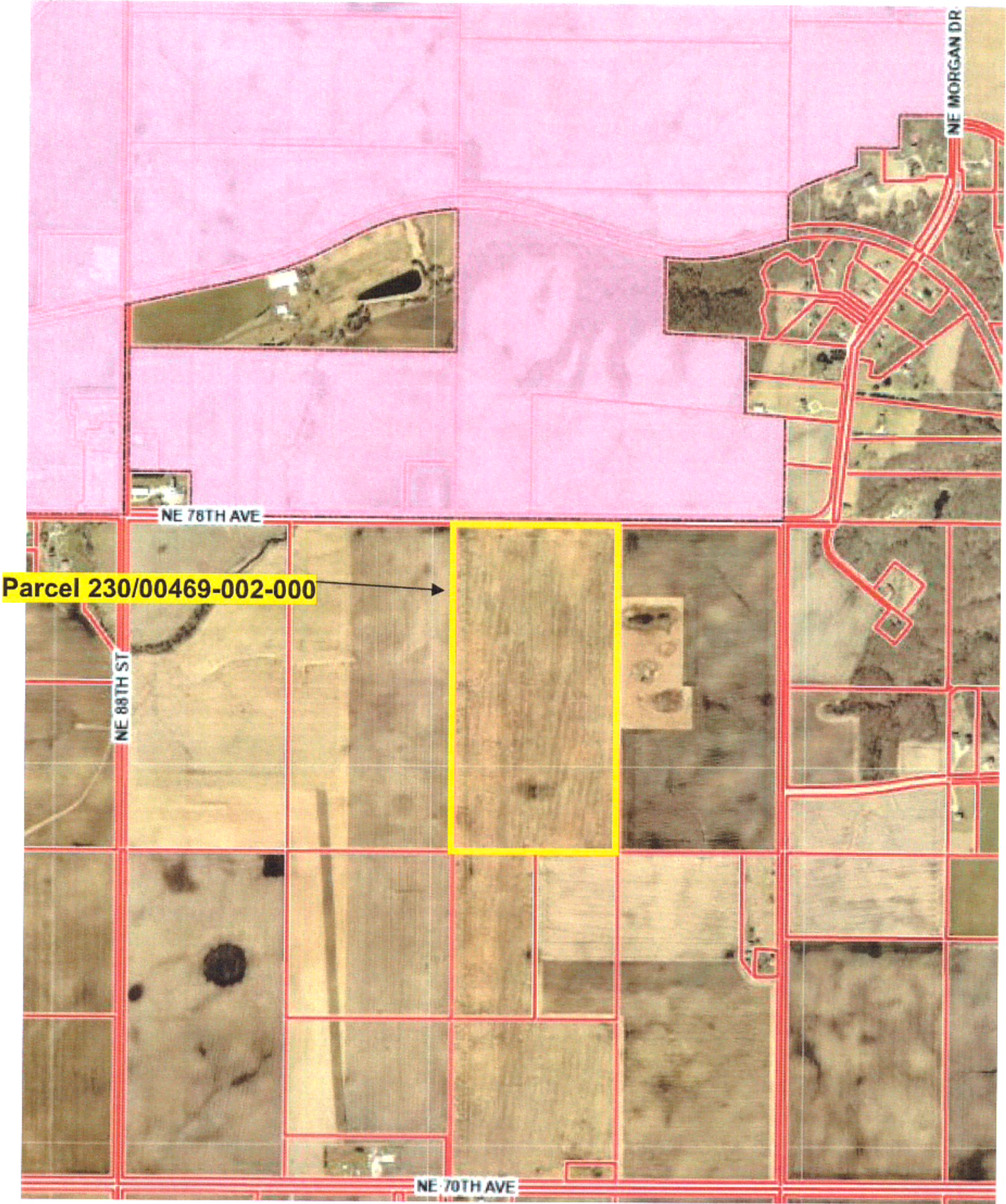
Respectfully submitted,



LeMar Koethe
PRKG 2470 LLC

2/2/2023
Date Signed

Exhibit A – Map



ANNEXATION PETITION
TO THE CITY COUNCIL
BONDURANT, IOWA

MAYOR AND COUNCIL MEMBERS:

I, the undersigned, hereby make an application to the City of Bondurant, Iowa, pursuant to Iowa Code Section 368.7 for annexation by voluntary petition the following described real estate to-wit:

THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL
MERIDIAN, POLK COUNTY, IOWA.

I hereby respectfully request and solicit the Council of the City of Bondurant, Iowa to adopt a resolution assenting to the annexation of the above-described real estate to the City of Bondurant, Iowa, subject to the following conditions:

1. The City agrees to initiate a rezoning of this property from the Agricultural (A-1) District to the High Density Residential (R-3) District, subject to the Medium Density Residential density restrictions noted in the Building Bondurant Comprehensive Plan (up to 12 units per acre), as requested by the property owner; and
2. The City agrees to rebate any water, sewer, connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership; and
3. The City agrees to waive any street assessments so long as the property maintains its current ownership.

The undersigned has been advised that, unless waived, he/she/it has the right to withdraw this voluntary annexation application at any time within three (3) days after the Bondurant City Council holds a public hearing on said annexation application; and the undersigned voluntarily and of his/her/its own free will, and on behalf of his/her/its heirs, devisees, successors in interest and assigns, and for other good and valuable consideration, the receipt of which is hereby acknowledged, waives the right to withdraw said voluntary annexation application thus rendering this voluntary annexation application irrevocable and binding upon this applicant and his/her/its heirs, devisees, successors in interest and assigns.

Respectfully submitted,

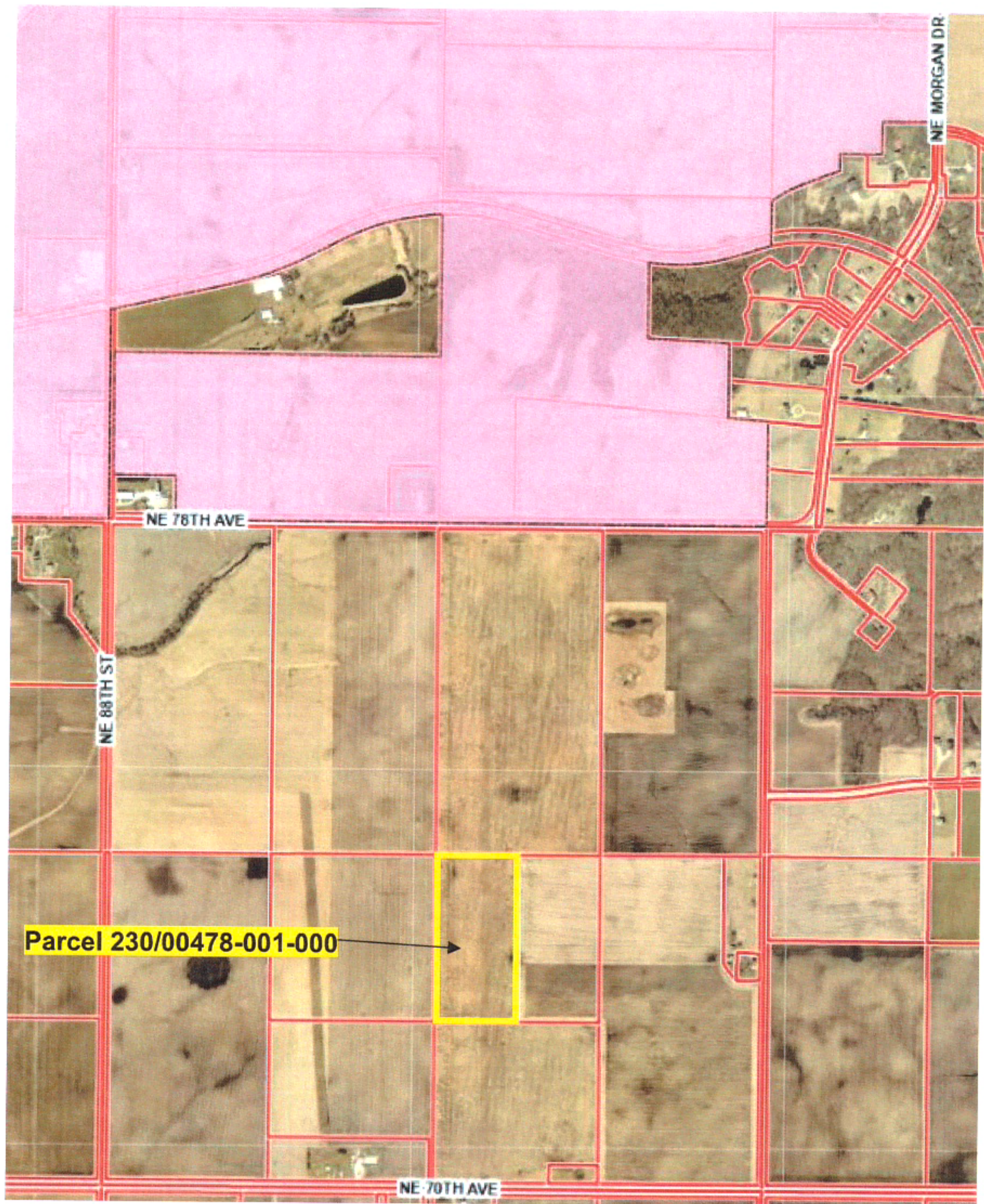


LeMar Koethe
PRKG 2470 LLC

2/2/2023
Date Signed

230/00478-001-000

Exhibit A – Map





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

Item No. 8.a.
For Meeting of 4/17/2023
Resolution

TITLE: - Resolution awarding the contract for the BRSC Parking Lot Project to Sandstone Management LTD in the amount of \$487,367.50

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff have been working on a project with engineers from Shive-Hattery to be able to add a new parking area at the BRSC to accommodate both the Little League and soccer club. The new parking space will include approximately 142 parking stalls with ADA complaint stalls that will be adjacent to the Parkside Trail connection once that project is completed later this year as well. This parking will help to address the growing concern about parking for all events at the BRSC.

Polk County Public Works is assisting the city on this project with construction inspection and pay application processing. This will be a great addition to the community for many years to come.

A special thanks to the Mary Bump Foundation for sponsoring a significant portion of the grant funding for this project, as well as the Bondurant Little League for helping secure a Prairie Meadows grant for this project. The Bondurant Soccer Club and Little League are also supporting the project with funding and in-kind support.

The City has invested \$1,412,860 in the Bondurant Recreational Sports Complex (prior to the investment in the parking lot) since 2016.

The city opened bids on April 12th, 2023, at 2:00 pm. We received 9 bids for the project ranging from \$487,367.50 to \$588,184.29. Staff would recommend awarding of the contract to the apparent low bidder to include the base bid and bid alternate #1 for PCC pavement to Sandstone Management LTD for the amount of \$487,367.50. The bid tab is as follows:

Name and Address of	Bid	Bidder	Base	Bid	Bid	Bid	Bid
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Bidder	Bond	Status Form	Bid	Alternate #1	Alternate #1 Total	Alternate #2	Alternate #2 Total
Concrete Connections LLC.	X	X	\$355,000.00	\$171,382.50	\$526,382.50	\$201,522.50	\$556,522.50
Iowa Earth Works	X	X	\$337,631.00	\$209,194.00	\$546,825.00	\$89,681.50	\$427,312.50
Sandstone Management LTD	X	X	\$294,005.00	\$193,362.50	\$487,367.50	\$149,883.80	\$443,888.80
Stroud Dirt Works	X	X	\$308,582.75	\$279,601.54	\$588,184.29	\$188,665.62	\$497,248.37
Concrete Technologies Inc.	X	X	\$417,410.38	\$166,704.90	\$584,115.28	0	0
Absolute Group	X	X	\$346,996.50	\$178,662.00	\$525,658.50	\$181,717.00	\$528,713.50
Home Boy Enterprises LTD	X	X	\$315,963.92	\$245,970.56	\$561,934.48	\$199,334.85	\$515,298.77
JAS Concrete	X	None Provided	\$313,004.76	\$228,708.00	\$541,712.76	\$204,848.00	\$517,852.76
Wenthold Excavating LLC	X	X	\$378,551.00	\$206,000.50	\$584,551.50	\$159,148.52	\$537,699.52

The contract recommended is for a concrete parking lot.

FUNDING SOURCE: Grant Funds/Parks Funding

STAFF RECOMMENDATION: Staff recommends approval of the contract and bond for the project to Sandstone Management LTD in the amount of \$487,367.50.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230417-78

CITY OF BONDURANT
RESOLUTION NO. 230417-78

RESOLUTION AWARDING THE CONTRACT FOR THE BRSC PARKING LOT
PROJECT TO SANDSTONE MANGEMENT LTD. IN THE AMOUNT OF \$487,367.50

WHEREAS, on March 20th, 2023, the City of Bondurant approved plans and specifications and order construction for the BRSC Parking Lot Project; AND

WHEREAS, on April 12th, 2023, the City of Bondurant received the bids for the Project; AND

WHEREAS, the location of the work to and the kinds and sizes of materials proposed to be used as follows:

The project includes construction of a 147-stall parking lot roughly 5,700 SY in size located north of Lake Petocka at the Bondurant Recreational Sports Complex (BRSC). The parking surface shall consist of an 8 IN granular surface with paved PCC access and ADA parking areas in the base bid and include roughly 260 LF of reinforced concrete pipe of various diameters.

WHEREAS, The City Council approves the contract and bond for the BRSC Parking Lot Project; AND

WHEREAS, payments are to be made to Sandstone Management LTD 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 BRSC Parking Lot Project contract is awarded to Sandstone Management LTD. and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 17th day of April 2023,

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. 8.b.
For Meeting of 4/17/2023
Resolution

TITLE: - Resolution approving a 100% voluntary annexation within two miles of the City of Mitchellville's city limits

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: This is the same annexation area approved by the Bondurant City Council as part of their March 20, 2023 meeting. On March 21, 2023 the City of Bondurant was notified by the Altoona Herald that the required March 20, 2023 annexation public hearing notice was not printed by the Altoona Herald. Due to the Herald's error, the City must re-hold the annexation public hearing prior to sending to the State's City Development Board for their consideration.

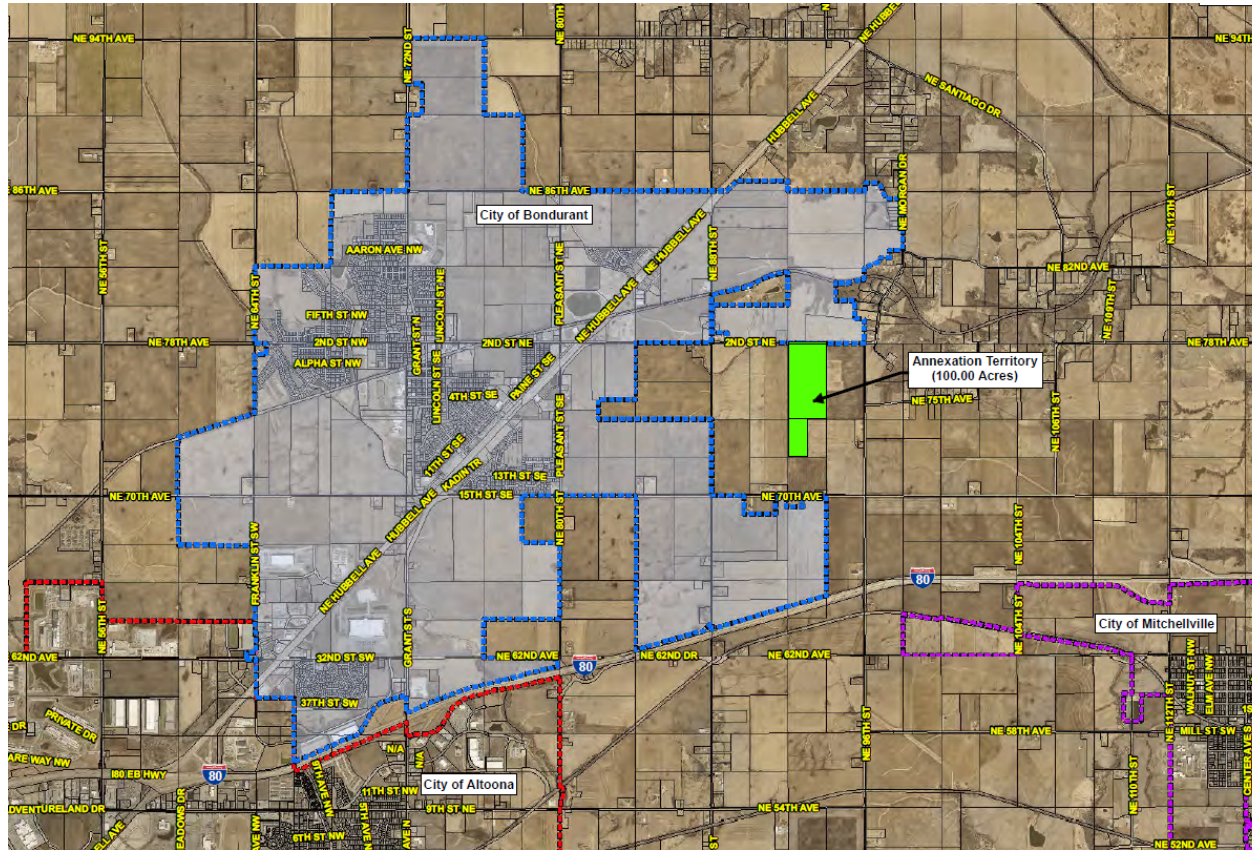
The City is in receipt of the attached 100% voluntary annexation requests for two parcels of land located at [Parcel 230/00469-002-000](#) and [Parcel 230/00478-001-000](#). The voluntary annexation petitions were submitted on February 2, 2023 by PRKG 2470 LLC, property owner at the time. On March 3, 2023 Marco Properties LLC became the property owner of these annexation parcels. The City of Bondurant deems the signed annexation petitions as still valid, as the annexation petitions include the following language, "thus rendering this voluntary annexation petition application irrevocable and binding upon this applicant and his/her/its heirs, devisees, successors in interest and assigns".

This annexation area is comprised of 100.00 acres and is located along 2nd Street NE/NE 78th Avenue between NE 88th Street and NE 96th Street in the area shown in green below. The annexation falls within two miles of the City of Mitchellville's city limits. The annexation area includes the south 1/2 of the 2nd Street NE/NE 78th Avenue right-of-way adjacent to Parcel 230/00469-002-000. Bondurant's existing city limits are located just north of this current annexation area.

It should be acknowledged that the City of Bondurant has also received a voluntary annexation request by PRKG 2470 LLC for land just south of this current annexation area at [Parcel 230/00479-003-000](#), however, the City cannot act on annexation of

Parcel 230/00479-003-000 until it is included as part of a larger annexation area in order to avoid creating an illegal island of unincorporated Polk County land west of Parcel 230/00479-003-000 surrounded by Bondurant's city limits.

Area Annexation Map



After this annexation has been considered by City Council, it must also be considered by the State's City Development Board before it becomes official, as it falls within two miles of another community (Mitchellville). The City of Altoona's city limits fall just outside of the two mile notification requirement.

The attached petitions included the following language relative to zoning district classifications:

- The City agrees to initiate a rezoning of Parcel 230/00469-002-000 from the Agricultural (A-1) District to the Low Density Residential (R-1) District.
- The City agrees to initiate a rezoning of Parcel 230/00478-001-000 from the Agricultural (A-1) District to the High Density Residential (R-3) District, subject to Medium Density Residential density restrictions noted in the Building Bondurant Comprehensive Plan (up to 12 units per acre).

The above rezoning topics will be considered as part of the Council's rezoning public hearing also included as part of this March 20, 2023 City Council agenda.

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

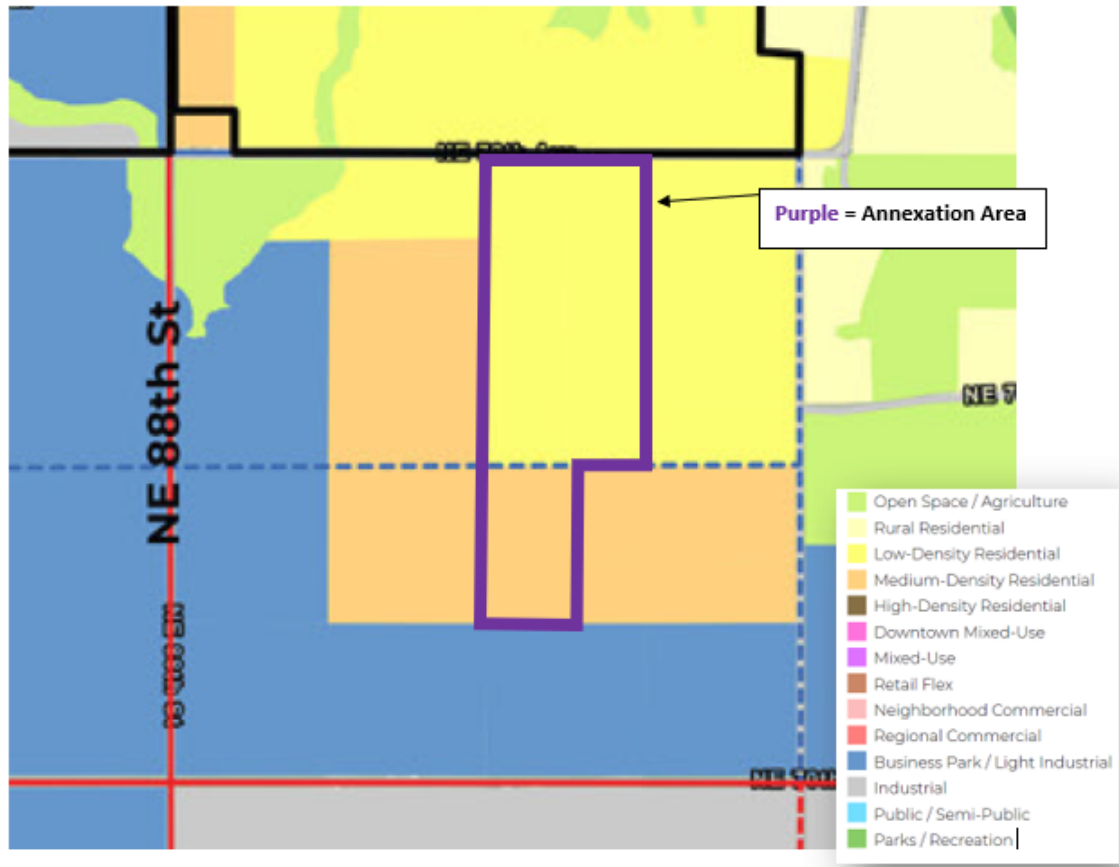
This annexation area falls within the City's planning boundary established as part of the Building Bondurant Comprehensive Plan. While this annexation area is not specifically identified as being within one of the four annexation priority areas of the Comprehensive Plan, the City's Comprehensive Plan and adopted Annexation Policy acknowledge that land does not need to be included as part of an annexation priority area to be considered for annexation. This annexation area is consistent with the adopted Annexation Policy in that it is a 100% voluntary request, as the Policy states the City should strive for 100% voluntary requests.

Approval of this annexation is consistent with the following goal and policy of the Comprehensive Plan:

Goal 2: Follow best practices for growth and development.

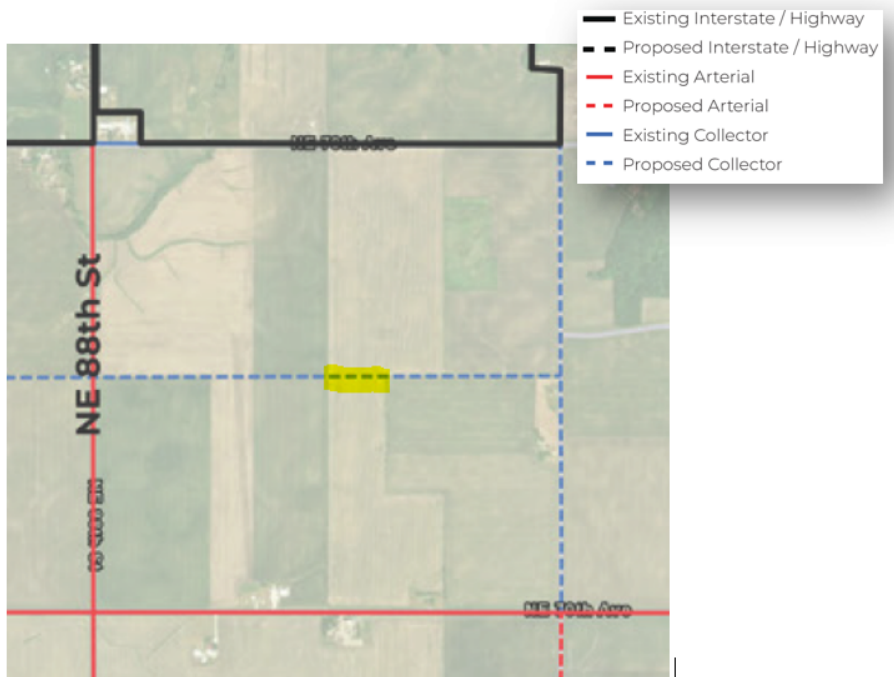
Policy 2H: Focus residential growth only in areas identified as residential on the Future Land Use Plan.

The Building Bondurant Comprehensive Plan guides for low-density residential development on the northern annexation parcel and medium-density residential development on the southern annexation parcel. The owner has requested the City proactively establish zoning districts in accordance with the Future Land Use Map for these two parcels, pending annexation finalization; it is anticipated the City Council will hold their rezoning public hearing on March 20, 2023.



Street & Utility Connectivity

No development is currently proposed on these annexation parcels. Street and utility connectivity will be reviewed in further detail if a preliminary plat is received in the future for this annexation area. It should be acknowledged that the Building Bondurant Comprehensive Plan's streets master plan guides for a future east/west collector street running between these two annexation parcels; see map below.



Outreach

The City notified the Polk County Auditor's Office for their ownership and legal description review of the proposed annexation area. The Polk County Auditor's Office noted that the ownership and legal descriptions are accurate.

On March 22, 2023, the City mailed notices of the annexation public hearing to the following entities: Mitchellville City Council, Polk County Board of Supervisors, each affected public utility, and the Des Moines Area MPO.

On March 22, 2023, the City mailed notice to the Polk County Attorney's office notifying them of the County roadway included as part of the annexation area.

On March 29, 2023, the annexation public hearing notice was printed in the Altoona Herald.

On April 17, 2023, the Bondurant City Council will hold an annexation public hearing and will consider approval of the annexation.

If approved by the Bondurant City Council, the annexation request will be sent to the City Development Board for their review in May 2023.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: The Planning & Zoning Commission voted on recommended approval of this annexation request with a 6-0 vote during their meeting on March 9, 2023.

Staff recommends approval of the resolution approving the 100% voluntary annexation within two miles of the City of Mitchellville's city limits.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230417-79
2. Signed Petitions

CITY OF BONDURANT
RESOLUTION NO. 230417-79

RESOLUTION APPROVING A 100% VOLUNTARY ANNEXATION WITHIN TWO
MILES OF THE CITY OF MITCHELLVILLE'S LIMITS

WHEREAS, on February 2, 2023 the City of Bondurant received voluntary annexation petitions from PRKG 2470 LLC, property owner at the time of Parcels 230/00469-002-000 and 230/00478-001-000; AND

WHEREAS, on March 3, 2023 Marco Properties LLC became the property owner of this annexation land; AND

WHEREAS, the City of Bondurant deems the signed annexation petitions as still valid, as the annexation petitions include the following language: "thus rendering this voluntary annexation petition application irrevocable and binding upon this applicant and his/her/its heirs, devisees, successors in interest and assigns"; AND

WHEREAS, this annexation is a 100% voluntary annexation; AND

WHEREAS, this annexation falls within two miles of Mitchellville's city limits; AND

WHEREAS, the annexation territory is comprised of 100 acres and is described as follows; AND:

THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA; AND

THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA.

WHEREAS, the annexation territory falls within the planning boundary included as part of the Building Bondurant Comprehensive Plan; AND

WHEREAS, Bondurant's plans for development of the annexation territory will take into consideration and will be in accord with, to the maximum extent possible, the smart planning principles as referenced in Iowa Code 18B.1; AND

WHEREAS, as required by the Iowa Code, the City of Bondurant mailed annexation public hearing notices by certified mail on March 22, 2023, to the following: area utilities, the City of Mitchellville, the Polk County Board of Supervisors, the Polk County Attorney's Office, and the Des Moines Area Metropolitan Planning Organization; AND

WHEREAS, as required by the Iowa Code, notice was published in the Altoona Herald on March 29, 2023; AND

WHEREAS, as required by the Iowa Code, the Bondurant City Council held a public hearing to hear public comments on the proposed annexation of said property during their meeting on April 17, 2023; AND

WHEREAS, the Planning & Zoning Commission reviewed the annexation during their March 9, 2023 meeting and voted on recommended approval.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 100% voluntary annexation within two miles of the City of Mitchellville's city limits, is hereby approved as presented.

BE IT FURTHER RESOLVED, that the City shall forward all necessary documents to the City Development Board for action.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 17th day of April 2023.

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				

ANNEXATION PETITION
TO THE CITY COUNCIL
BONDURANT, IOWA

MAYOR AND COUNCIL MEMBERS:

I, the undersigned, hereby make an application to the City of Bondurant, Iowa, pursuant to Iowa Code Section 368.7 for annexation by voluntary petition the following described real estate to-wit:

THE WEST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA.

I hereby respectfully request and solicit the Council of the City of Bondurant, Iowa to adopt a resolution assenting to the annexation of the above-described real estate to the City of Bondurant, Iowa, subject to the following conditions:

1. The City agrees to initiate a rezoning of this property from the Agricultural (A-1) District to the Low-Density Residential (R-1) District as requested by the property owner; and
2. The City agrees to rebate any water, sewer, connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership; and
3. The City agrees to waive any street assessments so long as the property maintains its current ownership.

The undersigned has been advised that, unless waived, he/she/it has the right to withdraw this voluntary annexation application at any time within three (3) days after the Bondurant City Council holds a public hearing on said annexation application; and the undersigned voluntarily and of his/her/its own free will, and on behalf of his/her/its heirs, devisees, successors in interest and assigns, and for other good and valuable consideration, the receipt of which is hereby acknowledged, waives the right to withdraw said voluntary annexation application thus rendering this voluntary annexation application irrevocable and binding upon this applicant and his/her/its heirs, devisees, successors in interest and assigns.

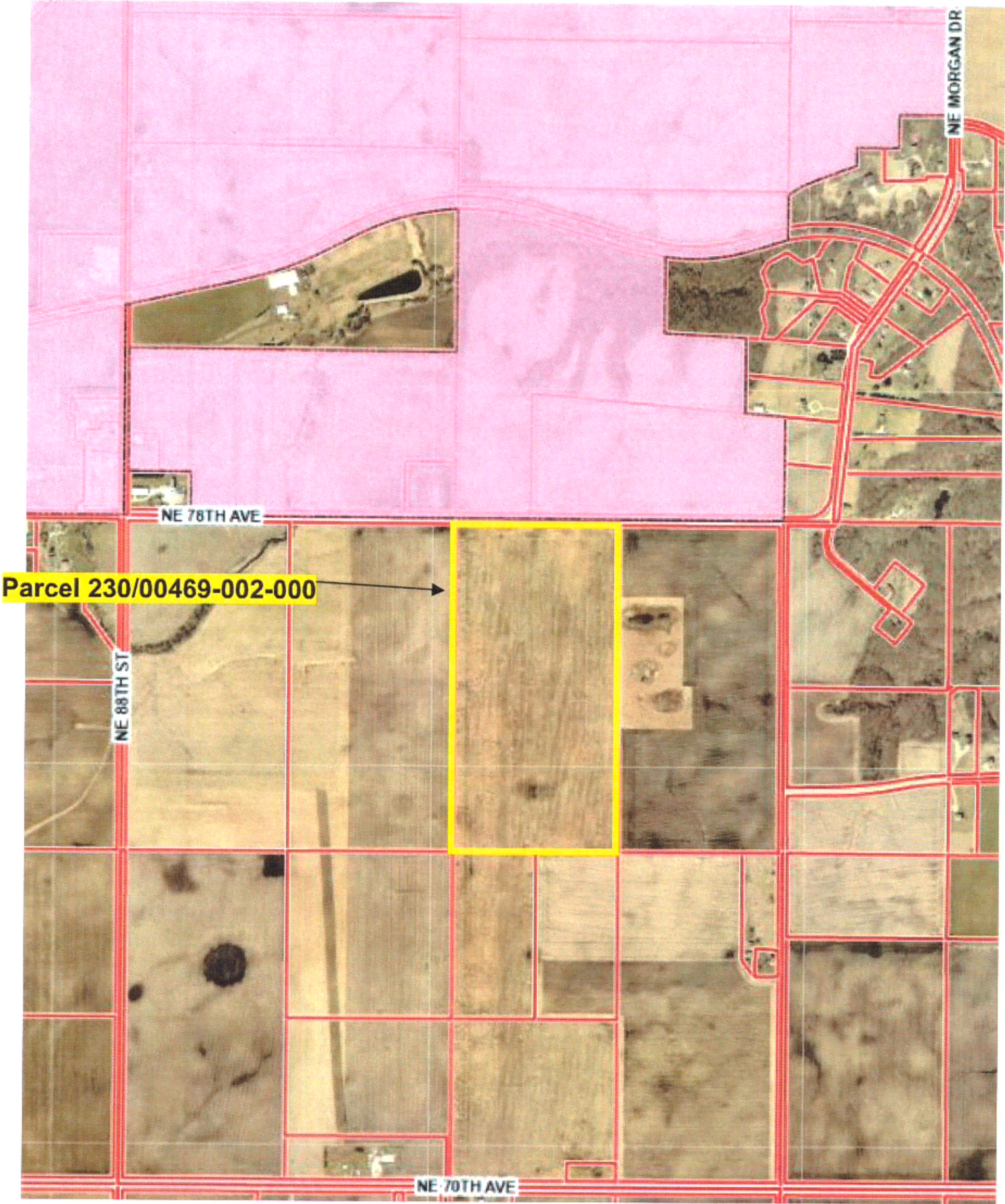
Respectfully submitted,



LeMar Koethe
PRKG 2470 LLC

2/2/2023
Date Signed

Exhibit A – Map



ANNEXATION PETITION
TO THE CITY COUNCIL
BONDURANT, IOWA

MAYOR AND COUNCIL MEMBERS:

I, the undersigned, hereby make an application to the City of Bondurant, Iowa, pursuant to Iowa Code Section 368.7 for annexation by voluntary petition the following described real estate to-wit:

THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 33, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH PRINCIPAL
MERIDIAN, POLK COUNTY, IOWA.

I hereby respectfully request and solicit the Council of the City of Bondurant, Iowa to adopt a resolution assenting to the annexation of the above-described real estate to the City of Bondurant, Iowa, subject to the following conditions:

1. The City agrees to initiate a rezoning of this property from the Agricultural (A-1) District to the High Density Residential (R-3) District, subject to the Medium Density Residential density restrictions noted in the Building Bondurant Comprehensive Plan (up to 12 units per acre), as requested by the property owner; and
2. The City agrees to rebate any water, sewer, connection fees (both individual and connection fee district fees) so long as the property maintains its current use and ownership; and
3. The City agrees to waive any street assessments so long as the property maintains its current ownership.

The undersigned has been advised that, unless waived, he/she/it has the right to withdraw this voluntary annexation application at any time within three (3) days after the Bondurant City Council holds a public hearing on said annexation application; and the undersigned voluntarily and of his/her/its own free will, and on behalf of his/her/its heirs, devisees, successors in interest and assigns, and for other good and valuable consideration, the receipt of which is hereby acknowledged, waives the right to withdraw said voluntary annexation application thus rendering this voluntary annexation application irrevocable and binding upon this applicant and his/her/its heirs, devisees, successors in interest and assigns.

Respectfully submitted,



LeMar Koethe
PRKG 2470 LLC

2/2/2023
Date Signed

Exhibit A – Map

