

**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/85088119691>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL JUNE 5, 2023

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on June 5, 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 Recognizing "Go Skateboarding Day"
 - b. Girl Scouts Troop 1252 will present a gift to City Council, Bondurant Emergency Services, and Polk County Sherriff's Office in recognition of their civic duties in Bondurant
 - c. Polk County Sheriff's Report
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 May 22, 2023 City Council Meeting Minutes
 - b. Applications for Council Approval
 - c. Claims List
 - d. - Resolution approving the update to 28E Agreement with Polk County for Law Enforcement Services
 - e. - Resolution approving the amendments to Senior Living Revenue Bond (Valley View Project), Series 2014A in the principal amount of \$4,400,000
 - f. R-211011-270- Resolution approving Updates to the 2022 City Administrator Employment Agreement
 - g. - Resolution approving Amendment No. 1 in the amount of \$149,250 plus reimbursables to RDG Design Contract for City Park
 - h. - Resolution Approving Purchase of New ROW Mower from Iowa Farm

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.

Equipment in the amount of \$8,302.75

- i. O-230522-215 - (Second Reading) Ordinance amending the City Code of the City of Bondurant, Iowa by amending Chapter 15 - Mayor and 17 - City Council
- j. O-230522-216 - (Second Reading) Ordinance regarding approval of the request for rezoning from the Agricultural (A-1) District to the Light Industrial (M-1) District at Parcel ID 170/00001-001-000, Parcel ID 170/00001-003-000 and Parcel ID 170-00001-002-000
- k. 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
- l. - Resolution approving quote for Lake Petocka Trail Asphalt Repair Project from Des Moines Asphalt and Paving
- m. - Resolution affixing a date for a Public Hearing regarding disposal of public Right-of-Way in the Downtown Bondurant
- n. - Resolution approving a loan application to the State Revolving Fund for the Construction of the Water Tower and Water Mains in the amount of \$7,750,000
- o. - Resolution approving Park Side Trail Professional Services Agreement with Shive Hattery in the amount of \$55,400

7. **Public Hearing**

- a. Public Hearing regarding vacation of public Right-of-Way in the Downtown Bondurant
- b. R-230522-95 Public hearing regarding approval of Zoning Code text amendments to Section 177.09 regarding off-street parking area required for restaurants, drive-thrus or night clubs

8. **Action Items**

- a. R-230522-92- Resolution vacating Public Right-of-Way in Downtown Bondurant
- b. R-230522-103- Resolution awarding the contract for Water Tower Construction to Gerard Tank & Steel, Inc. in the amount of \$4,851,000
- c. - Ordinance amending Section 177.09 regarding off-street parking area required for restaurants, drive-thrus or night clubs

9. **Discussion Items -**

- a. **Water Conservation Plan Discussion**

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10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
12. Adjournment

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

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Proclamation

City of Bondurant

PROCLAMATION RECOGNIZING “GO SKATEBOARDING DAY”

Whereas, Go Skateboarding Day was created in 2004 to make skateboarding more accessible and grow local skateboarding communities where youth can come together; AND

Whereas, skateboarding is an activity that promotes physical and mental health by getting kids off their screens and outside. Skateboarding promotes social skills and personal interaction at the 20,000+ skateparks around the world; AND

Whereas, skateboarding made its Olympic debut in 2022 at the Tokyo Games; AND

Whereas, Des Moines is home to the world-class Lauridsen Skatepark, the largest open skatepark in the United States; AND

Whereas, June 21st is the official start of summer and the longest day of the year; AND

Whereas, the City of Bondurant joins the U.S. House of Representatives and the International community in recognizing Go Skateboarding Day on June 21, 2023; AND

Furthermore, Let It Be Known, I, Doug Elrod, Mayor of the City of Bondurant, Iowa encourage everyone to take advantage of the many benefits of skateboarding by picking up a skateboard and going to skate on the 21st day of June 2023.

Passed this 5th day of June 2023,

By: _____
Doug Elrod, Mayor

BONDURANT CITY COUNCIL

Minutes

May 22, 2023

Bondurant City Council

1. Roll Call

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

Absent: Council Member Angela McKenzie

City Officials Present: City Administrator Marketa Oliver, City Clerk
Shelby Hagan, Public Works Director John
Horton, Fire Chief Aaron Kreuder, Library
Director Jill Sanders, Finance Director Jene
Jess, City Planner Isaac Pezley, City Attorney
Matt Brick, City Engineer Bob Veenstra

2. Call to Order and Declaring a Quorum

Mayor Elrod called the meeting to order at 06:01 PM and declared a
quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Driscoll, seconded by Cox, to approve the agenda. Vote on
Motion 4-0. Motion carried.

5. Consent Agenda:

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

a. Approval of May 1, 2023, City Council Meeting Minutes

b. Applications for Council Approval

c. Claims List and Treasurer's Report

d. Receive & File - Library Board Meeting Minutes of April 5, 2023, &
Director's Report

e. R-230522-92- Resolution affixing a public hearing date to consider
approval of vacation of a portion of the property described as Parcel ID
231/00096-003-000

- f. R-230522-93- Resolution amending Resolution No. 230501-82 related to a 28E Agreement for the partial funding of Homeland Security Services within the Metropolitan Area - CORRECT VERSION
- g. R-230522-94- Resolution approving pay request no. 10 to Jenco Construction Inc. for the Highway 65 Underpass Public Improvement Project TAP-T-0747(613)-8V-77 in the amount of \$431,129.33
- h. R-230522-95- Affixing public hearing date regarding approval of Zoning Code text amendments to Section 177.09 regarding off-street parking area required for restaurants, drive-thrus or night clubs
- i. R-230522-96 - Considering approval of the Doe Run Plat 3 Preliminary Plat, a subdivision in unincorporated Polk County within two miles of Bondurant's city limits
- j. R-230522-97- Considering approval of a waiver of review of the Plat of Survey creating Parcel 2023-51 and Parcel 2023-52, a plat of survey in unincorporated Polk County within two miles of Bondurant's city limits (Brown Farm)
- k. R-230522-98- Regarding approval of the Edgeland Bondurant Plat 1 Final Plat
- l. R-230522-99- Resolution appointing Aaron Rasmussen to the Parks and Recreation Board as a result of Joe Miller's resignation
- m. R-230522-100- Resolution certifying population in SE Water Study Annexation Area to the State Treasurer
- n. R-230522-101- Resolution authorizing the City of Bondurant, Iowa to submit sites to a Regional Joint application for funding from the Federal Highway Administration's Charging & Fueling Infrastructure Discretionary Grant Program (CFI) for sites at the BRSC Parking Lot and in downtown to the Des Moines Area Metropolitan Planning Organization (MPO) for inclusion and further approving the application which obligates the City of Bondurant to match funds of at least 20% for the construction of said project if funding is granted
- o. R-230522-102- Resolution of endorsement for City of Bondurant's Grant application request to the Iowa Department of Transportation State

Recreational Trails Grant Program for the Park Side to Bondurant
Recreational Sports Complex/Lake Petocka Trail Connection
Motion by Cox, seconded by Sillanpaa, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent:
McKenzie. Motion carried 4-0.

6. Guests requesting to address the City Council
None.

7. **Public Hearing**

- a. Public Hearing regarding the 15th Street, SE and NE 88th Street Water Main and 32nd Street, SE and Jorie Way Water Main Award of Contract
Mayor Elrod opened the public hearing at 06:06 PM.

City Engineer Veenstra explained the project to the council and the public.

Mayor Elrod closed the public hearing at 06:10 PM.

- b. Public Hearing regarding Water Tower Award of Contract
Mayor Elrod opened the public hearing at 06:10 PM.

City Engineer Veenstra explained the project to the council and the public. The city did receive a bid protest, and will receive and file the bids.

Kevin Gallagher, Caldwell Tanks, presented their company and bid to the council and the public.

Mayor Elrod closed the public hearing at 06:14 PM.

- c. Public Hearing on Budget Amendment for FY23
Mayor Elrod opened the public hearing at 06:14 PM.

City Administrator Oliver presented the budget amendment to the council and the public.

Mayor Elrod closed the public hearing at 06:18 PM.

- d. Public Hearing regarding Von Stein/Hollerbrand Rezoning
Mayor Elrod opened the public hearing at 06:18 PM.

City Administrator Oliver presented the rezoning request to the council and the public.

Mayor Elrod closed the public hearing at 06:19 PM.

8. Action Items

- a. R-230522-103- Resolution awarding the contract and approving the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project to KLC Construction LLC. in the amount of \$1,995,059
Motion by Cox, seconded by Driscoll, to Approve R-230522-103. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- b. R-230522-104- Resolution to receive and file bids for Water Tower Construction
Motion by Cox, seconded by Sillanpaa, to Approve R-230522-104. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- c. R-230522-105- Resolution approving Budget Amendment No. 1 for the Fiscal Year Ending June 30, 2023
Motion by Driscoll, seconded by Cox, to Approve R-230522-105. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- d. R-230522-106- Resolution approving an agreement between the City of Bondurant and the University of Iowa for work under the Iowa Initiatives for Sustainable Communities Program
Motion by Pepper, seconded by Driscoll, to Approve R-230522-106. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- e. R-230522-107- Resolution approving a professional services agreement with Shive Hattery for the Grant Street S Realignment/Central District Stormwater Improvements Design and Funding in the amount of \$2,625,000
Motion by Driscoll, seconded by Cox, to Approve R-230522-107. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- f. R-230522-108- Resolution adopting Construction Manager at Risk Model and approving Request For Qualifications for Construction Manager at Risk Services and subsequent Request for Proposals for Emergency Services Facility
Motion by Driscoll, seconded by Pepper, to Approve R-230522-108. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- g. O-230522-215 - (First Reading) Ordinance amending the City Code of the City of Bondurant, Iowa by amending Chapter 15 - Mayor and 17 - City Council
Motion by Cox, seconded by Pepper, to Approve the first reading of O-230522-215. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

- h. O-230522-216 - (First Reading) Ordinance regarding approval of the request for rezoning from the Agricultural (A-1) District to the Light Industrial (M-1) District at Parcel ID 170/00001-001-000, Parcel ID 170/00001-003-000 and Parcel ID 170/00001-002-000
Motion by Driscoll, seconded by Cox, to Approve the first reading of O-230522-216. Roll Call: Ayes: Cox, Pfeffer, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.
- 9. Discussion Items -
 - a. Historical Society Display Case
City Administrator Oliver explained the display case and the location to the council.
- 10. Reports / Comments and appropriate action thereon:
 - a. Mayor
MPO update, congratulated 2023 graduates.
 - b. Council Members
Cox - DART, Chamber & EPIC update.
Sillanpaa - Bike ride report, P&Z update.
Driscoll - BRAVO update, questioned the recent Shazam incident, questioned the Spring Cleanup policy on pick up versus drop off.
Pfeffer - MWA newspaper article regarding C6-Zero, wished the 2023 graduates luck.
 - c. Administrator
None.
 - d. Directors
Horton - Dog Park update, downtown landscaping update, project updates.
Kreuder - Amazon update related to safety.
Sanders - Summer Reading Program.
Jess - None.
- 11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Motion by Cox, seconded by Driscoll, to Move into closed session at 07:13 PM. Roll Call: Ayes: Cox, Pfeffer, Sillanpaa, Driscoll. Nays: None. Absent: McKenzie. Motion carried 4-0.

Mayor Elrod closed the closed session at 08:41 PM.
- 12. Adjournment
Motion by Pfeffer, seconded by Cox, to adjourn at 08:41 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 May 22, 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

Special Event Packet



Bondurant

Special Event Permit—Guidelines and Requirements

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

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

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

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

Special Event Application

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

(Please Print)

Event Name Celebrate Bondurant Date(s) of Event 6/3/23

Location City Park

(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)

Setup Time 3:00 PM Starting Time 4:00 PM Ending Time 7:00 PM

(Please Print)

Organization Hosting Event Bondurant Area Chamber of Commerce

Contact Person Kaylin Von Ahnen Day Phone 515-443-6746

Email Kaylin.vonahren@gmail.com

Addl. Contact _____ Day Phone _____

Email _____

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): _____

Bounce House, Live Music, Vendors

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

Event Details:

(provide estimated counts)

Estimated Attendance

400

Trash Containers

3

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

25-25

• List of Vendors and/or Type of Vendor

Bounce HouseFood TrucksLocal Small Bus.

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

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

Yes



No

Will you need to borrow barricades from the City?

Yes



No

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

Will you need to close the street for your event?

Yes



No

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

Will you need portable restrooms?

Yes



No

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

Provide details about the event garbage collection plans: _____

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 Sherriff deputies may be hired to provide additional security. Contact Polk County Sherriff 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 Sherriff 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. Contac the City Clerk's office at 515-630-6983)

Will you be posting temporary signage?

☒ Yes ☐ No

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

Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

☒ Yes ☐ No

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

Provide a description of the sound equipment that will be used during the event: Live Music - 1 Artist

Will you need access to electricity?

☒ Yes ☐ No

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

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 

Date 5/26/23

Printed Name Keylin Von Ahnen

City Official Signature _____ Date _____

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

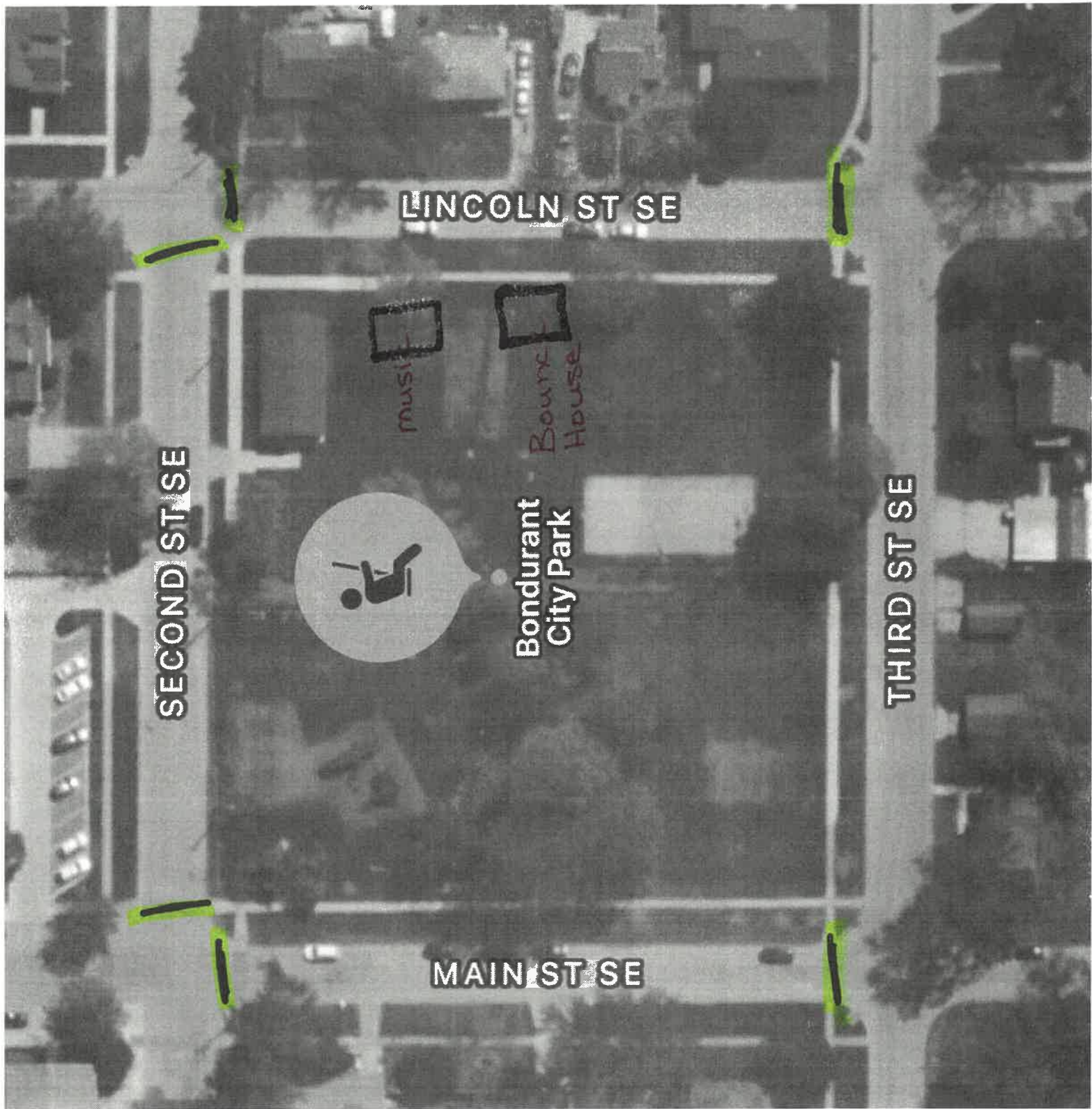
Purpose: To provide a contact in connection with permit activities.

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

Check List and Fee Table to Calculate your application fee:

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

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



Special Event Application

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

(Please Print)		
Event Name	<u>4th St Block Party</u>	Date(s) of Event <u>7/3/2023</u>
Location	<u>4th St.</u>	
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)		
Setup Time	<u>300 PM</u>	Starting Time <u>400 PM</u> Ending Time <u>1000 PM</u>

(Please Print)		
Organization Hosting Event	<u>N/A</u>	
Contact Person	<u>Lincoln Dix</u>	Day Phone <u>319 430 3442</u>
Email	<u>lincolnandkayla@gmail.com</u>	
Addl. Contact	<u>Adam Jackson</u>	Day Phone <u>641-745-0346</u>
Email		

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): 4th of July
block party. Food, drinks, kids, games, fireworks

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

Event Details:

(provide estimated counts)

Estimated Attendance
Trash Containers
Portable Toilets

50
3
NONE

(circle what applies)

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

YES / NO
YES / NO
YES / NO
YES / NO
YES / NO
YES / NO

Vendors:

(provide estimated counts)

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

- Number of Vendors NONE
- List of Vendors and/or Type of Vendor

- 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:

Several homeowners will have their bins available

Will you charge admission / registration fees:

☐

Yes

☒

No

If yes, is this for profit or not for profit? NFP 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

BYOB

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

Will you be using inflatable rides or devices?

☐

Yes

☒

No

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

Will your event interfere with vehicle traffic?

☒

Yes

☐

No

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

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

☐

Yes

☒

No

Will you be shooting off fireworks?

☒

Yes

☐

No

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

Will you be posting temporary signage?

☐

Yes

☒

No

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

Will you need access to a water source?

☐

Yes

☒

No

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

Will you be using amplified sound?

☐

Yes

☒

No

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

Provide a description of the sound equipment that will be used during the event: NONE - Just

small radios

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

Date

Printed Name

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.

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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		0.00

Please make check payable to The City of Bondurant.





We, the property owners, do hereby acknowledge being notified of the closing of the following streets, as requested, for a Residential Block Party, on July 3, 2023 | 4:00 - 10:00 PM (date/time).

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

Intersections: 9th Street SE AND 4th Street SE

Name

Address

[Signature]
Eric Ruben
[Signature]
[Signature]

434 Adam
430
426
422 Cde
418

Shary Maxwell

423

421

[Signature]
Kelli Daff

431 Scott

427

Please attach additional pages for required signatures

July-June 6/30/2024

BONDURANT CITY OF
200 2ND ST NE
BOX 37
BONDURANT50035

tax.iowa.gov

23568

Instructions on the reverse sideFor period (MM/DD/YYYY) 07 / 01 / 2023 through June 30, 2024

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

Business Information:Trade name/Doing business as: Dollar General #

23568

\$75

Physical location address: 501 HAWTHORNE
CROSSING DR SECity: BONDURANT ZIP: 50035Mailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072Business phone number: 5155340654**Legal Ownership Information:**Type of Ownership: Sole Proprietor ☐ Partnership ☐ Corporation ☐ LLC ☒ LLP ☐Name of sole proprietor, partnership, corporation, LLC, or LLP Dolgenercorp, LLCMailing address: 100 Mission Ridge City: Goodlettsville State: TN ZIP: 37072Phone number: 615-855-4000 Fax number: 877-364-4130 Email: tax-beerandwinlicense@dollargeneral.com**Retail Information:**Types of Sales: Over-the-counter ☒ Vending machine ☐Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes ☐ No ☒

Types of Products Sold: (Check all that apply)

Cigarettes ☒ Tobacco ☒ Alternative Nicotine Products ☐ Vapor Products ☐**Type of Establishment: (Select the option that best describes the establishment)**Alternative nicotine/vapor store ☐ Bar ☐ Convenience store/gas station ☐ Drug store ☐
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Restaurant ☐ Tobacco store ☐Has vending machine that assembles cigarettes ☐ Other ☒ Retail-General Merchandise

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

Signature of Owner(s), Partner(s), or Corporate Official(s)Name (please print): Lily Grace CastleSignature: Lily Grace CastleDate: 5/1/2023

Vendor #375777

Name (please print): Invoice #202423568TOBCITY6

Signature: _____

Date: _____

Batch #24750

\$75.00

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

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

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

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

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

Anna Johnson

From: noreply@incode.tylerhosting.cloud
Sent: Monday, May 22, 2023 4:01 PM
To: Anna Johnson
Subject: Receipt #R00075386

DATE : 5/22/2023 3:58 PM

OPER : AJONHSON

TKBY : AJONHSON

TERM : 6

REC# : R00075386

PSREV6 CIGARETTE PERMIT

DOLLAR GENERAL 501 HAWTHORNE CROSSING DR SE TOBACCO PERMIT 75.00

CIGARETTE PERMIT FEES 75.00

001-199-1-4105 -75.00

Paid By:DOLLAR GENERAL 501 HAWTHORNE CROSSING DR SE TOBACCO PERMIT Check 75.00 REF:7582110



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Nicole Schneider

NAME OF BUSINESS(DBA)

Nik's Tippy Trailers

BUSINESS

(515) 291-8834

ADDRESS OF PREMISES

201 Main Street Southeast

PREMISES SUITE/APT NUMBER

CITY

Bondurant

COUNTY

Polk

ZIP

50035

MAILING ADDRESS

296 T ave

CITY

Boone

STATE

Iowa

ZIP

50036

Contact Person

NAME

Nicole Schneider

PHONE

(515) 291-8834

EMAIL

thewhimsicalwinetrailer@gmail.com

License Information

LICENSE NUMBER

LICENSE/PERMIT TYPE

TERM

STATUS

Special Class C Retail Alcohol License

5 Day

Submitted to Local Authority

TENTATIVE EFFECTIVE DATE

June 7, 2023

TENTATIVE EXPIRATION DATE

June 11, 2023

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nicole Schneider	Boone	Iowa	50036	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

June 7, 2023

POLICY EXPIRATION DATE

June 12, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Street Closure- Saturday June 3 - 3-7 PM- Celebrate Bondurant

Each Address has flyers and notice of Closure

Name:

Sandy Ernst

Address:

203 Lincoln St SE

Signature:



Name:

Marsha Davidson

Address:

205 Lincoln St

Signature:



Name:

Arvin Baw

Address:

204 May

Signature:



Name:

Bonnie

Address:

201 Lincoln St SE

Signature:

Voicemail

Name:

Ar

Address:

202 Lincoln St SE

Signature:

Voicemail

Name:

202 Second St

Address:

Signature:

Voicemail

Name:

Address:

Signature:



*Bondurant
Chamber of Commerce*

CELEBRATE BONDURANT 4-7 PM City Park

Tax Abatement Applications
May 22, 2023
City of Bondurant

Name	Address	Closing Date	Cost
Corey Elliott	909 Kinney Circle, NE	6/2/2023	\$250,000



Payment Reversal Register

APPKT00758 - REVERSE DOUBLE PAYMENT

Canceled Payables

Vendor Set: 01 - City of Bondurant, IA

Bank: AP Bank Code - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
0343	POLK COUNTY RECORDER				-702.00
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	61995	05/04/2023	05/04/2023	04/28/2023	-702.00
Payable Number:		Description	Payable Date	Due Date	Payable Amount
INV0002905		RECORDING FEE ANNEXATION NC23-01	04/28/2023	04/28/2023	702.00

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP Bank Code	-702.00	0.00	-702.00
Report Total:	-702.00	0.00	-702.00



Check Register

Packet: APPKT00757 - 5/19/23 FOR MEETING ON 6/5/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2135	ACME TOOLS DES MOINES	05/22/2023	Regular	0.00	309.96	62070
2600	AIRGAS USA, LLC	05/22/2023	Regular	0.00	60.45	62071
2705	AMAZON CAPITAL SERVICES	05/22/2023	Regular	0.00	108.96	62072
0049	BAKER GROUP	05/22/2023	Regular	0.00	3,433.12	62073
1537	BOUND TREE MEDICAL LLC	05/22/2023	Regular	0.00	806.99	62074
	Void	05/22/2023	Regular	0.00	0.00	62075
0577	CAPITAL CITY EQUIPMENT	05/22/2023	Regular	0.00	1,823.89	62076
1228	CINTAS CORPORATION #762	05/22/2023	Regular	0.00	70.00	62077
0939	OCCUPATIONAL HEALTH CTR OF SW	05/22/2023	Regular	0.00	220.00	62078
2075	CORE & MAIN LP	05/22/2023	Regular	0.00	1,345.00	62079
2525	DINGES FIRE COMPANY	05/22/2023	Regular	0.00	3,550.00	62080
2362	GOVERNMENT FINANCE OFFICERS A	05/22/2023	Regular	0.00	345.00	62081
1927	HARTER CONCRETE LLC	05/22/2023	Regular	0.00	13,845.50	62082
0226	IOWA LEAGUE OF CITIES	05/22/2023	Regular	0.00	75.00	62083
1062	IOWA PRISON INDUSTRIES	05/22/2023	Regular	0.00	5,076.35	62084
2590	INTERNATIONAL INSTITUTE OF MUN	05/22/2023	Regular	0.00	210.00	62085
2598	IOWA STATE UNIVERSITY	05/22/2023	Regular	0.00	755.00	62086
2729	JOHN BERGESON	05/22/2023	Regular	0.00	51.14	62087
0251	MICROBAC LABORATORIES, INC	05/22/2023	Regular	0.00	391.50	62088
0842	MENARDS	05/22/2023	Regular	0.00	23.98	62089
2414	MID-IOWA SOLID WASTE EQUIPMEI	05/22/2023	Regular	0.00	5,395.00	62090
0308	MUNICIPAL SUPPLY, INC.	05/22/2023	Regular	0.00	9,129.33	62091
0286	METRO WASTE AUTHORITY	05/22/2023	Regular	0.00	42,681.83	62092
1457	O'REILLY AUTO PARTS	05/22/2023	Regular	0.00	44.73	62093
1708	CITY OF PLEASANT HILL	05/22/2023	Regular	0.00	54,581.00	62094
0332	PLUMB SUPPLY	05/22/2023	Regular	0.00	15.47	62095
0342	POLK COUNTY PUBLIC WORKS	05/22/2023	Regular	0.00	91,784.94	62096
0619	RACOM CORPORATION	05/22/2023	Regular	0.00	5,074.71	62097
2730	REAL FOOD 4 KIDS	05/22/2023	Regular	0.00	1,760.00	62098
1336	SMITH'S SEWER SERVICE, INC.	05/22/2023	Regular	0.00	1,153.05	62099
2222	SURVEYING AND MAPPING, LLC	05/22/2023	Regular	0.00	7,500.00	62100
1813	UNITYPOINT CLINIC-OCCUPATI MED	05/22/2023	Regular	0.00	84.00	62101
2231	VERIZON WIRELESS	05/22/2023	Regular	0.00	2,300.09	62102
1069	FIRST NATIONAL BANK OMAHA	05/09/2023	Bank Draft	0.00	1,888.38	DFT0002311
0387	TREASURER - STATE OF IOWA	05/18/2023	Bank Draft	0.00	8,904.12	DFT0002312
0387	TREASURER - STATE OF IOWA	05/18/2023	Bank Draft	0.00	2,008.68	DFT0002313
2254	TCM BANK NA	05/18/2023	Bank Draft	0.00	2,054.80	DFT0002314
0161	LEGACY BANK	05/18/2023	Bank Draft	0.00	32.00	DFT0002315
0291	MIDAMERICAN ENERGY	06/06/2023	Bank Draft	0.00	10,439.29	DFT0002316

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	49	32	0.00	254,005.99
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	6	6	0.00	25,327.27
EFT's	0	0	0.00	0.00
	55	39	0.00	279,333.26

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2023	268,893.97
999	POOLED CASH	6/2023	10,439.29
			279,333.26



Check Register

Packet: APPKT00759 - 5/22/23 FOR MEETING ON 6/5/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
0337	POLK COUNTY TREASURER	05/23/2023	Regular	0.00	2,331.00	62103

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	3	1	0.00	2,331.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	3	1	0.00	2,331.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2023	2,331.00
			<u>2,331.00</u>



Check Register

Packet: APPKT00762 - 5/30/23 FOR MEETING ON 6/5/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1742	BAUER BUILT TIRE	05/30/2023	Regular	0.00	2,562.40	62104
0073	BRICK GENTRY P.C.	05/30/2023	Regular	0.00	7,087.50	62105
2184	TARA COX	05/30/2023	Regular	0.00	500.00	62106
2274	CRAIG MARSHMAN	05/30/2023	Regular	0.00	70.82	62107
1525	DES MOINES REGISTER	05/30/2023	Regular	0.00	1,313.49	62108
2605	DOUG ELROD	05/30/2023	Regular	0.00	70.00	62109
2670	HOLIDAY INN DES MOINES AIRPORT	05/30/2023	Regular	0.00	224.00	62110
0230	IOWA ONE CALL	05/30/2023	Regular	0.00	205.90	62111
0210	IMWCA	05/30/2023	Regular	0.00	24,765.00	62112
	Void	05/30/2023	Regular	0.00	0.00	62113
2732	IOWA UTILITY ASSOCIATION	05/30/2023	Regular	0.00	90.00	62114
0849	KARL CHEVROLET, INC.	05/30/2023	Regular	0.00	45,221.00	62115
0842	MENARDS	05/30/2023	Regular	0.00	100.24	62116
0286	METRO WASTE AUTHORITY	05/30/2023	Regular	0.00	300.00	62117
0967	PRAIRIE AG SUPPLY	05/30/2023	Regular	0.00	134.40	62118
1628	QUICK SUPPLY CO.	05/30/2023	Regular	0.00	299.50	62119
0564	STOREY KENWORTHY/MATT PARRO	05/30/2023	Regular	0.00	375.00	62120
1421	THRASHER SERVICE CORP	05/30/2023	Regular	0.00	680.00	62121
2731	TRUNNEL EXCAVATING	05/30/2023	Regular	0.00	52.00	62122
1069	FIRST NATIONAL BANK OMAHA	05/22/2023	Bank Draft	0.00	4,850.33	DFT0002345
0452	STAPLES CREDIT PLAN	05/26/2023	Bank Draft	0.00	111.92	DFT0002346

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	22	18	0.00	84,051.25
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	2	2	0.00	4,962.25
EFT's	0	0	0.00	0.00
	24	21	0.00	89,013.50

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	5/2023	89,013.50
			<u>89,013.50</u>



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00763 - PYPKT00424 - 05/08-05/21/2023 PAID
05/26/2023

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
INV0003003	Invoice	5/26/2023	5/26/2023	5/26/2023	5/26/2023	91.38	0.00	0.00	0.00	91.38
CASE # 652464	AP Bank Code - AP Bank				No	Payment Date: 5/26/2023		Bank Draft:	DFT0002339	
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				
001-050-2127	CHILD SUPPORT WITHHOLDING				4.57	0%				
610-050-2127	CHILD SUPPORT WITHHOLDING				18.27	0%				
600-050-2127	CHILD SUPPORT WITHHOLDING				18.27	0%				
110-050-2127	CHILD SUPPORT WITHHOLDING				41.12	0%				
741-050-2127	CHILD SUPPORT WITHHOLDING				9.15	0%				
Vendor: 2304 - EBS										
Vendor Total:									23,797.11	
INV0002991	Invoice	5/26/2023	5/26/2023	6/1/2023	5/26/2023	1,522.98	0.00	0.00	0.00	1,522.98
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 6/1/2023		Bank Draft:	DFT0002327	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,522.98	0.00	0.00	0.00	1,522.98	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,522.98	0%				
Vendor: INV0002996										
Vendor Total:									17,374.62	
INV0002996	Invoice	5/26/2023	5/26/2023	6/1/2023	5/26/2023	17,374.62	0.00	0.00	0.00	17,374.62
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 6/1/2023		Bank Draft:	DFT0002332	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	17,374.62	0.00	0.00	0.00	17,374.62	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				17,374.62	100.00%				
Vendor: INV0002997										
Vendor Total:									968.38	
INV0002997	Invoice	5/26/2023	5/26/2023	6/1/2023	5/26/2023	968.38	0.00	0.00	0.00	968.38
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 6/1/2023		Bank Draft:	DFT0002333	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
EBS ADMIN COST	Service		0.00	0.00	968.38	0.00	0.00	0.00	968.38	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				968.38	0%				
Vendor: INV0002999										
Vendor Total:									1,079.19	
INV0002999	Invoice	5/26/2023	5/26/2023	6/1/2023	5/26/2023	1,079.19	0.00	0.00	0.00	1,079.19
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 6/1/2023		Bank Draft:	DFT0002335	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,079.19	0.00	0.00	0.00	1,079.19	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				1,079.19	0%				
Vendor: INV0003000										
Vendor Total:									2,596.00	
INV0003000	Invoice	5/26/2023	5/26/2023	6/1/2023	5/26/2023	2,596.00	0.00	0.00	0.00	2,596.00
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 6/1/2023		Bank Draft:	DFT0002336	

Payable Register

Packet: APPKT00763 - PYPKT00424 - 05/08-05/21/2023 PAID 05/26/2023

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	2,596.00	0.00	0.00	0.00	2,596.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				2,596.00	0%				
INV0003001	Invoice	5/26/2023	5/26/2023	6/1/2023	5/26/2023	255.94	0.00	0.00	0.00	255.94
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 6/1/2023		Bank Draft:	DFT0002337	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
VISION AVISES	Service		0.00	0.00	255.94	0.00	0.00	0.00	255.94	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2132	VISION WITHHOLDING				255.94	0%				
Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT										
									Vendor Total:	63.51
INV0003006	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	63.51	0.00	0.00	0.00	63.51
Unemployment Insurance	AP Bank Code - AP Bank				No	Payment Date: 6/23/2023		Bank Draft:	DFT0002342	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Unemployment Insurance	NA		0.00	0.00	63.51	0.00	0.00	0.00	63.51	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2122	STATE WITHHOLDING				63.51	100.00%				
Vendor: 0239 - IPERS										
									Vendor Total:	15,671.42
INV0002998	Invoice	5/26/2023	5/26/2023	5/26/2023	5/26/2023	580.01	0.00	0.00	0.00	580.01
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 5/26/2023		Bank Draft:	DFT0002334	
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%				
INV0003002	Invoice	5/26/2023	5/26/2023	5/26/2023	5/26/2023	15,091.41	0.00	0.00	0.00	15,091.41
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 5/26/2023		Bank Draft:	DFT0002338	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	3,950.01	0.00	0.00	0.00	3,950.01	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				3,950.01	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	11,141.40	0.00	0.00	0.00	11,141.40	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				11,141.40	100.00%				
Vendor: 1512 - IRS USATAXPYMT										
									Vendor Total:	22,419.04
INV0003005	Invoice	5/26/2023	5/26/2023	5/26/2023	5/26/2023	22,419.04	0.00	0.00	0.00	22,419.04
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 5/26/2023		Bank Draft:	DFT0002341	

Payable Register

Packet: APPKT00763 - PYPKT00424 - 05/08-05/21/2023 PAID 05/26/2023

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	
Social Security Withholding	NA		0.00	0.00	12,082.40	0.00	0.00	0.00	12,082.40	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				12,082.40	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding	NA		0.00	0.00	2,825.74	0.00	0.00	0.00	2,825.74	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				2,825.74	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld	NA		0.00	0.00	7,510.90	0.00	0.00	0.00	7,510.90	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
741-050-2120	FEDERAL WITHHOLDING				279.65	3.72%				
670-050-2120	FEDERAL WITHHOLDING				13.17	0.18%				
610-050-2120	FEDERAL WITHHOLDING				657.18	8.75%				
600-050-2120	FEDERAL WITHHOLDING				717.23	9.55%				
110-050-2120	FEDERAL WITHHOLDING				716.74	9.54%				
001-050-2120	FEDERAL WITHHOLDING				5,126.93	68.26%				

Vendor: [2249 - ISOLVED BENEFIT SERVICES](#)**Vendor Total:** 2,433.09

INV0002992	Invoice	5/26/2023	5/26/2023	5/26/2023	5/26/2023	2,383.30	0.00	0.00	0.00	2,383.30
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 5/26/2023		Bank Draft:	DFT0002328	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	NA		0.00	0.00	2,383.30	0.00	0.00	0.00	2,383.30	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
820-050-2131	SELF-FUNDED WITHHOLDING				2,383.30	0%				

INV0002993	Invoice	5/26/2023	5/26/2023	6/6/2023	5/26/2023	49.79	0.00	0.00	0.00	49.79
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 6/6/2023		Bank Draft:	DFT0002329	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FLEX SPENDING ADMINISTRATION FEE	Service		0.00	0.00	49.79	0.00	0.00	0.00	49.79	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
820-050-2131	SELF-FUNDED WITHHOLDING				49.79	0%				

Vendor: [1274 - MISSION SQUARE](#)**Vendor Total:** 1,861.98

INV0002994	Invoice	5/26/2023	5/26/2023	5/26/2023	5/26/2023	1,495.00	0.00	0.00	0.00	1,495.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 5/26/2023		Bank Draft:	DFT0002330	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	NA		0.00	0.00	1,495.00	0.00	0.00	0.00	1,495.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-050-2130	ICMA-RC				1,495.00	100.00%				

INV0002995	Invoice	5/26/2023	5/26/2023	5/26/2023	5/26/2023	366.98	0.00	0.00	0.00	366.98
DEFERRED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 5/26/2023		Bank Draft:	DFT0002331	

Payable Register

Packet: APPKT00763 - PYPKT00424 - 05/08-05/21/2023 PAID 05/26/2023

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

Vendor Total: 3,454.20

INV0003004	Invoice	5/26/2023	5/26/2023	5/26/2023	5/26/2023	3,454.20	0.00	0.00	0.00	3,454.20
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 5/26/2023		Bank Draft:		DFT0002340

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	3,454.20	0.00	0.00	0.00	3,454.20
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
670-050-2122	STATE WITHHOLDING			12.49	0.36%			
600-050-2122	STATE WITHHOLDING			321.84	9.32%			
610-050-2122	STATE WITHHOLDING			294.02	8.51%			
110-050-2122	STATE WITHHOLDING			327.87	9.49%			
741-050-2122	STATE WITHHOLDING			135.44	3.92%			
001-050-2122	STATE WITHHOLDING			2,362.54	68.40%			

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	69,791.73	0.00	0.00	0.00	69,791.73	69,791.73	0.00
Grand Total:		69,791.73	0.00	0.00	0.00	69,791.73	69,791.73	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	5,126.93
001-050-2122	STATE WITHHOLDING	2,362.54
001-050-2127	CHILD SUPPORT WITHHOLDING	4.57
001-050-2130	ICMA-RC	1,861.98
Total:		9,356.02

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	716.74
110-050-2122	STATE WITHHOLDING	327.87
110-050-2127	CHILD SUPPORT WITHHOLDING	41.12
Total:		1,085.73

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	14,908.14
112-050-2122	STATE WITHHOLDING	63.51
112-050-2123	IPERS WITHHOLDING	15,671.42
112-050-2124	HEALTH INSURANCE WITHHOLDING	22,018.19
112-050-2125	DENTAL INSURANCE	1,522.98
112-050-2132	VISION WITHHOLDING	255.94
Total:		54,440.18

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	717.23
600-050-2122	STATE WITHHOLDING	321.84
600-050-2127	CHILD SUPPORT WITHHOLDING	18.27
Total:		1,057.34

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	657.18
610-050-2122	STATE WITHHOLDING	294.02
610-050-2127	CHILD SUPPORT WITHHOLDING	18.27
Total:		969.47

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	13.17
670-050-2122	STATE WITHHOLDING	12.49
Total:		25.66

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	279.65
741-050-2122	STATE WITHHOLDING	135.44
741-050-2127	CHILD SUPPORT WITHHOLDING	9.15
Total:		424.24

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,433.09
Total:		2,433.09



Payroll Check Register

Checks

Pay Period: 5/8/2023-5/21/2023

Packet: PYPKT00424 - 05/08-05/21/2023 PAID 05/26/2023

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: PYPKT00424 - 05/08-05/21/2023 PAID 05/26/2023
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	05/26/2023	259.60	103753
BAILEY, BOYCE E	7104	05/26/2023	1,330.79	103754
BERGESON, JOHN W	7121	05/26/2023	1,831.34	103755
BRIGGS, ASHTON S	1511	05/26/2023	820.91	103756
BRUCE, EMMA	3141	05/26/2023	389.74	103757
CARPENTER, JOHN C	5129	05/26/2023	1,526.49	103758
CHAPA, DAISY Y	1584	05/26/2023	493.15	103759
COLLISON, PATRICK F	5103	05/26/2023	2,270.85	103760
CORY, JOHN P	7120	05/26/2023	1,424.17	103761
CRITTENDEN, MATTHEW	1567	05/26/2023	847.76	103762
DOMINGUEZ, MATTHEW P	1513	05/26/2023	868.12	103763
EHLE, AANNA N	1575	05/26/2023	1,662.53	103764
GILSON, DUSTY ALAN	7124	05/26/2023	1,418.35	103765
HAGAN, SHELBY L	5118	05/26/2023	2,424.54	103766
HARMISON, TROY G	1503	05/26/2023	1,681.85	103767
HIGGINS, DAVID P.	7105	05/26/2023	1,378.52	103768
HORTON, JOHN C	7112	05/26/2023	3,242.35	103769
HORTON, JOHN C	7112	05/26/2023	100.00	103769
HUFF, TIMOTHY J	1559	05/26/2023	1,711.88	103770
JESS, JENE' N	5123	05/26/2023	3,265.18	103771
JOHNSON, ANNASTASHA	5130	05/26/2023	1,316.29	103772
KENT, RONALD D	7115	05/26/2023	1,009.75	103773
KING, CHRISTINA M	3143	05/26/2023	870.46	103774
KLINKER-FELD, MICHELL M	3135	05/26/2023	2,429.25	103775
KOOIKER, ASHTON BRENT	7123	05/26/2023	764.36	103776
KREUDER, AARON M	1441	05/26/2023	3,457.46	103777
KRUSE, OSCAR	1586	05/26/2023	776.00	103778
LUING, TIFFANY A	5133	05/26/2023	1,825.84	103779
LUNDQUIST, BRADLEY D	1555	05/26/2023	779.39	103780
MANGUM, MEGAN SUSANNA	3142	05/26/2023	1,585.59	103781
MARSHMAN, CRAIG A	5125	05/26/2023	1,517.80	103782
MERRILL, SARAH J	1590	05/26/2023	1,684.43	103783
MILLER, BRODY E	1582	05/26/2023	563.76	103784
MORRIS, REBECCA L	1504	05/26/2023	2,184.32	103785
MURRAY, MARGARET	5126	05/26/2023	2,739.47	103786
OLIVER, MARKETA S	8403	05/26/2023	300.00	103787
OLIVER, MARKETA S	8403	05/26/2023	3,348.62	103787
PEZLEY, ISAAC J	5132	05/26/2023	2,169.30	103788
PHIPPS-BUCKLIN, CHANTEL E	4145	05/26/2023	1,059.78	103789
REYNOLDS, RAY A	1537	05/26/2023	702.86	103790
SANDERS, JILL C	3128	05/26/2023	3,018.50	103791
SCHINCKE, MEGAN	3137	05/26/2023	483.51	103792
SCHINCKE, MEGAN	3137	05/26/2023	1,128.18	103792
SEXTON, WILLIAM M	7125	05/26/2023	400.00	103793
SEXTON, WILLIAM M	7125	05/26/2023	1,345.96	103793
SPOERRY, DANIELLE M	1527	05/26/2023	1,239.86	103794
SUMMERS, ALAN C	1534	05/26/2023	1,225.08	103795
VAN HOUTEN, NICOLE M	5121	05/26/2023	1,520.80	103796



Payroll Check Register

Report Summary

Packet: PYPKT00424 - 05/08-05/21/2023 PAID 05/26/2023
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	48	70,394.74
Total	48	70,394.74



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

Item No. 6.d.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution approving the update to 28E Agreement with Polk County for Law Enforcement Services

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: In May, 2020, the City Council approved a 28E agreement with the Polk County Sheriff for Law Enforcement services. The agreement included additional patrol, scheduled into the agreement as the City grows. The 28E agreement and the City's projected FY24 budget included an expansion of law enforcement services. The final budget approved by the City Council did not include the expanded contract with the Polk County Sheriff. Due to state legislative action mid-budgeting cycle that devalued the City's property tax base, staff had to make some recommendations to remove the expansion of staffing in a couple departments from the FY24 budget. There are supporting reasons for the recommendations. First, when the 10-year contract with Polk County for law enforcement services was being negotiated, the City did not yet have its final 2020 census numbers. Those numbers were anticipated to be higher than where they actually landed. The law enforcement expansion was anticipated to occur in conjunction with a 10-11,000 population benchmark. The City has not reached that level yet, so delaying the expansion does not affect the level of service.

Following up on the adopted budget, it is necessary to update the 28E agreement with Polk County to reflect the change in the contract. The attached resolution approves Amendment 1 to the Law Enforcement Services Agreement between Polk County, Iowa and the City of Bondurant. It is important to mention that our contract contains language that enables to the City to collaborate with the County on additional patrol at different intervals other than those programmed into the agreement if the need arises.

FUNDING SOURCE: General Fund (Property Tax)

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-109

CITY OF BONDURANT
RESOLUTION NO. 230605-109

RESOLUTION APPROVING THE AMENDMENT 1 TO LAW ENFORCEMENT
SERVICES AGREEMENT BETWEEN POLK COUNTY, IOWA AND CITY OF
BONDURANT, IOWA

WHEREAS on May 18, 2020, the City of Bondurant and Polk County Sheriff's office entered into a 28E agreement for law enforcement services; AND

WHEREAS the agreement stated that law enforcement will be provided with a minimum of one Patrol vehicle and one Patrol Deputy within the corporate limits of the City seven (7) days per week, twenty-four (24) hours per day, with one (1) additional forty (40) hour shift per week in contract years one (FY 20/21), two (FY 21/22) and three (FY 22/23), and beginning contract year four (FY 23/24) law enforcement will be provided with a minimum of one Patrol vehicle and one Patrol Deputy within the corporate limits of the City seven (7) days per week, twenty-four (24) hours per day, with two (2) additional forty (40) hour shifts per week; AND

WHEREAS under that agreement, the City agreed to pay the County the following amounts over the term of this Agreement for the services agreed upon:

- a. FY 2020/2021 – The total annual contract sum shall not exceed \$656,651.
 - b. FY 2021/2022 – The total annual contract sum shall not exceed \$689,199.
 - c. FY 2022/2023 – The total annual contract sum shall not exceed \$723,214.
 - d. FY 2023/2024 – The total annual contract sum shall not exceed \$940,991.
 - e. FY 2024/2025 – The total annual contract sum shall not exceed \$987,098.
 - f. FY 2025/2026 – The total annual contract sum shall not exceed \$1,035,326.
 - g. FY 2026/2027 – The total annual contract sum shall not exceed \$1,085,772.
 - h. FY 2027/2028 – The total annual contract sum shall not exceed \$1,138,551.
 - i. FY 2028/2029 – The total annual contract sum shall not exceed \$1,193,781.
 - j. FY 2029/2030 – The total annual contract sum shall not exceed \$1,251,593;
- AND

WHEREAS the City found it necessary to request the agreement be amended to delay the expansion of law enforcement services for a few years; AND

WHEREAS Section 4 of the 28E Agreement will be deleted and replaced with the following:

- 4. Law enforcement will be provided with a minimum of one Patrol vehicle and one Patrol Deputy within the corporate limits of the City seven (7) days per week, twenty-four (24) hours per day, with one (1) additional forty (40) hour shift per week in contract years FY 20/21 through FY 25/26, and two (2) in FY 26/27 through FY 29/30; AND

WHEREAS Section 5 of the 28E Agreement will be deleted and replaced with the following:

5. Beginning contract year seven (FY 26/27) law enforcement will be provided with a minimum of one Patrol vehicle and one Patrol Deputy within the corporate limits of the City seven (7) days per week, twenty-four (24) hours per day, with two (2) additional forty (40) hour shift per week; AND

WHEREAS Section 21 of the 28E Agreement will be deleted and replaced with the following:

21. The City agrees to pay the County the following amounts over the term of this Agreement for the services agreed upon above. A monthly invoice will be submitted for services rendered.
 - a. FY 2020/2021 – The total annual contract sum shall not exceed \$656,651.
 - b. FY 2021/2022 – The total annual contract sum shall not exceed \$689,199.
 - c. FY 2022/2023 – The total annual contract sum shall not exceed \$705,379.
 - d. FY 2023/2024 – The total annual contract sum shall not exceed \$804,815.
 - e. FY 2024/2025 – The total annual contract sum shall not exceed \$843,267.
 - f. FY 2025/2026 – The total annual contract sum shall not exceed \$883,395.
 - g. FY 2026/2027 – The total annual contract sum shall not exceed \$1,102,350.
 - h. FY 2027/2028 – The total annual contract sum shall not exceed \$1,154,462.
 - i. FY 2028/2029 – The total annual contract sum shall not exceed \$1,208,869.
 - j. FY 2029/2030 – The total annual contract sum shall not exceed \$1,265,704;AND

WHEREAS all other terms and conditions of the Law Enforcement Services Agreement shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Amendment 1 to Law Enforcement Services Agreement between Polk County, Iowa and City of Bondurant, Iowa is hereby approved as presented.

Passed this 5th day of June 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				

AMENDMENT 1
TO
LAW ENFORCEMENT SERVICES AGREEMENT
BETWEEN
POLK COUNTY, IOWA
AND
CITY OF BONDURANT, IOWA

This Amendment is made and entered into this _____ day of _____, 2023 by and between Polk County, Iowa (County) and the City of Bondurant, Iowa (City). The County and the City hereby agree to amend the Law Enforcement Services Agreement dated 06/21/2020, made pursuant to Chapter 28E of the Code of Iowa, as follows:

Section 4 – This section is deleted and replaced with the following:

4. Law enforcement will be provided with a minimum of one Patrol vehicle and one Patrol Deputy within the corporate limits of the City seven (7) days per week, twenty four (24) hours per day, with one (1) additional forty (40) hour shift per week in contract years FY 20/21 through FY 25/26, and two (2) in FY 26/27 through FY 29/30.

Section 5 – This section is deleted and replaced with the following:

5. Beginning contract year seven (FY 26/27) law enforcement will be provided with a minimum of one Patrol vehicle and one Patrol Deputy within the corporate limits of the City seven (7) days per week, twenty four (24) hours per day, with two (2) additional forty (40) hour shift per week.

Section 21 – This section is deleted and replaced with the following:

21. The City agrees to pay the County the following amounts over the term of this Agreement for the services agreed upon above. A monthly invoice will be submitted for services rendered.

- a. FY 2020/2021 – The total annual contract sum shall not exceed \$656,651.
- b. FY 2021/2022 – The total annual contract sum shall not exceed \$689,199.
- c. FY 2022/2023 – The total annual contract sum shall not exceed \$705,379.
- d. FY 2023/2024 – The total annual contract sum shall not exceed \$804,815.
- e. FY 2024/2025 – The total annual contract sum shall not exceed \$843,267.
- f. FY 2025/2026 – The total annual contract sum shall not exceed \$883,395.
- g. FY 2026/2027 – The total annual contract sum shall not exceed \$1,102,350.
- h. FY 2027/2028 – The total annual contract sum shall not exceed \$1,154,462.
- i. FY 2028/2029 – The total annual contract sum shall not exceed \$1,208,869.
- j. FY 2029/2030 – The total annual contract sum shall not exceed \$1,265,704.

All other terms and conditions of the Law Enforcement Services Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Amendment is executed as of the date first stated above.

CITY OF BONDURANT, IOWA

POLK COUNTY, IOWA

City of Bondurant, Iowa

Tom Hockensmith, Chair
Polk County Board of Supervisors

Date

Date



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

Item No. 6.e.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution approving the amendments to Senior Living Revenue Bond (Valley View Project), Series 2014A in the principal amount of \$4,400,000

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: On November 18, 2014, the City of Bondurant issued Senior Living Revenue Bond (Valley View Project), Series 2014A in the principal amount of \$4,400,000 (the “Bond”) on behalf of Evangelical Retirement Homes, Inc. and Village Assisted Living, Inc. (the “Borrowers”), the proceeds of which were used for the construction/renovation of the Borrowers’ skilled nursing facility known as Valley ViewVillage located at 2571 Guthrie Avenue, Des Moines, Iowa. Bremer Bank (the “Lender”) purchased the Bond. The Bond is often referred to as a “conduit bond” and does not constitute a debt of the City. The City is not responsible for payment of the Bond, but acted as a conduit to allow the Borrowers to borrow money at a tax exempt interest rate.

The Bond bears interest at an adjustable rate based upon an index known as “LIBOR” which stands for the London Interbank Offered Rate. Because LIBOR will be discontinued, the Lender and the Borrower have agreed to replace the LIBOR index with what is known as “SOFR” which stands for Secured Overnight Financing Rate.

The Lender and the Borrowers have agreed to pay the \$10,000 fee pursuant to the City’s policy.

The amendments do not constitute a reissuance of the Bond and do not count against the City’s bank qualification limit for the calendar year 2023.

The Lender and the Borrowers are requesting the City approve the change in the rate index from LIBOR to SOFR, and approve an amendment to the Bond.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve the Resolution.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-110
2. Resolution Proc Amending (Bondurant - Valley View)
3. 1218.49-Allonge to Valley View Bond Note

CITY OF BONDURANT
RESOLUTION NO. 230605-110

RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO \$4,400,000
AGGREGATE PRINCIPAL AMOUNT OF SENIOR LIVING REVENUE
BOND (VALLEY VIEW VILLAGE PROJECT), SERIES 2014A OF THE
CITY OF BONDURANT, IOWA, AND APPROVING ANY NECESSARY
AMENDMENTS OF DOCUMENTS RELATING TO THE BOND, AND
RELATED MATTERS

WHEREAS, the City of Bondurant, in the County of Polk, State of Iowa (the "Issuer"), is an incorporated municipality authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the "Act") to issue revenue bonds or notes for a project located within or within eight miles of the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the "Code") which is exempt from federal income tax under Section 501(a) of the Code (a "Tax Exempt Organization"), to refund any bonds issued pursuant to the Act, and to retire any existing indebtedness on a facility for a Tax Exempt Organization; and

WHEREAS, the Issuer previously issued its Senior Living Revenue Bond (Valley View Project), Series 2014A in the principal amount of \$4,400,000 (the "Bond") pursuant to the Act and loaned the proceeds of the Bond to Evangelical Retirement Homes, Inc. and Village Assisted Living, Inc. (collectively, the "Borrowers") pursuant to the Loan Agreement dated as of November 1, 2014 (the "Loan Agreement") between the Issuer and the Borrowers for the purpose of providing funds to the Borrowers to (a) finance, to that extent, constructing remodeling, equipping, furnishing and improving a replacement skilled nursing facility for the Borrowers consisting of approximately 79 beds and 72,000 square feet, including neighborhood dining rooms, physical therapy and support spaces, related land improvements and other improvements, all located on the Borrowers' campus (the "Campus") at 2571 Guthrie Avenue, Des Moines, Iowa (the "Project"), and (b) pay the costs of issuance and other associated costs and expenses relating to the Series 2014A Bond; and

WHEREAS, Bremer Bank, National Association (the "Lender") purchased the Bond; and

WHEREAS, the rights of the Issuer under the Loan Agreement (other than certain reserved rights as provided therein) were assigned to the Lender pursuant to an Assignment and Pledge Agreement dated as of November 1, 2014 (the "Pledge Agreement") between the Issuer and the Lender; and

WHEREAS, the interest on the Bond is calculated using a LIBOR (London Interbank Offered Rate) formula; and

WHREERAS, the use of LIBOR is currently being phased out and will no longer be available as of June 30, 2023; and

WHEREAS, an amendment to the Bond is required to designate an alternate interest rate formula, such amendment to be set forth in an Allonge to Bond (the "Allonge");

NOW, THEREFORE, IT IS RESOLVED by the City Council of the Issuer, as follows:

Section 1. The execution and delivery of the Allonge is hereby authorized and approved in substantially the form submitted to the City Council, with such variations as may be made at the time of execution thereof as approved by the Mayor and City Clerk, and the Mayor and City Clerk are hereby authorized and directed to execute, seal and deliver the Allonge in the name and on behalf of the City in substantially the form as has been submitted to and considered by the City Council with such changes therein as determined to be necessary and desirable by bond counsel.

Section 2. It is hereby found, determined and declared that the Allonge and interest and premium, if any, on the Bond, as amended by the Allonge (the "Amended Bond"), shall never constitute the debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but the Amended Bond and interest and premium, if any, thereon shall be payable solely and only from the revenues derived from the Loan Agreement and the debt obligations of the Borrowers delivered pursuant thereto.

Section 3. The Amended Bond will remain a special limited obligation of the Issuer. The Amended Bond is not payable from or charged upon any funds other than the revenues pledged to the payment thereof, nor shall the Issuer be subject to any liability thereon. No holder of the Amended Bond shall ever have the right to compel any exercise of the taxing power of the Issuer to pay the Amended Bond or the interest thereon, nor to enforce payment thereof against any property of the Issuer. The Amended Bond shall not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation. All costs and expenses incident to the amendment to the Bond, including, but not limited to, accounting, legal, and Bond Counsel and Issuer's Counsel fees, printing fees and filing fees, shall be paid directly by the Borrowers or the Lender.

Section 4. The Mayor and City Clerk are authorized and directed to execute and deliver all other agreements, certificates and documents which may be required under the terms of the Loan Agreement, the Pledge Agreement and the Amended Bond, or by bond counsel, and to take any other action as may be required or deemed appropriate for the performance of the duties imposed thereby to carry out the purposes thereof.

Section 5. That the provisions of this Resolution are hereby declared to be separable and if any action, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 6. All resolutions or parts thereof in conflict herewith are repealed, to the extent of such conflict.

Section 7. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved June 5, 2023.

Passed this 5th day of June 2023,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

STATE OF IOWA
COUNTY OF POLK
CITY OF BONDURANT

SS:

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting designee of the City Clerk of the aforementioned City and that as such I have in my possession, or have access to, the complete corporate records of said City and of this Council and its officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of the all the corporate records in relation to the adoption of a Resolution authorizing certain amendments to the City's Senior Living Revenue Bond (Valley View Project), Series 2014A issued in an aggregate principal amount of \$4,400,000.

WITNESS my hand this _____ day of _____, 2023.

Shelby Hagan, City Clerk

AMENDING PROCEEDINGS

Bondurant, Iowa

June 5, 2023

The City Council of Bondurant, Iowa, met in regular session on June 5, 2023, at _____
____.m., at the City Hall, 200 2nd Street NE, Bondurant, Iowa.

The meeting was called to order by the Mayor and the roll being called, there were present
the Mayor and the following named Council Members:

Present: _____

Absent: _____.

* * * Other Business * * *

Matters were discussed relative to certain amendments to a bond previously issued for the
benefit of Evangelical Retirement Homes, Inc. and Village Assisted Living, Inc. (collectively, the
“Borrowers”). Whereupon, Council Member _____ introduced the
following resolution and moved its adoption, seconded by Council Member
_____; and after due consideration thereof by the Council, the Mayor put the
question on the motion and upon the roll being called, the following named Council Members
voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared said motion duly carried and the resolution adopted as
follows:

RESOLUTION _____

RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO \$4,400,000 AGGREGATE PRINCIPAL AMOUNT OF SENIOR LIVING REVENUE BOND (VALLEY VIEW VILLAGE PROJECT), SERIES 2014A OF THE CITY OF BONDURANT, IOWA, AND APPROVING ANY NECESSARY AMENDMENTS OF DOCUMENTS RELATING TO THE BOND, AND RELATED MATTERS

WHEREAS, the City of Bondurant, in the County of Polk, State of Iowa (the “Issuer”), is an incorporated municipality authorized and empowered by the provisions of Chapter 419 of the Code of Iowa, as amended (the “Act”) to issue revenue bonds or notes for a project located within or within eight miles of the Issuer for the purpose of financing the cost of acquiring, by construction or purchase, land, buildings, improvements and equipment, or any interest therein, suitable for the use of any facility for an organization described in Section 501(c)(3) of the Internal Revenue Code (the “Code”) which is exempt from federal income tax under Section 501(a) of the Code (a “Tax Exempt Organization”), to refund any bonds issued pursuant to the Act, and to retire any existing indebtedness on a facility for a Tax Exempt Organization; and

WHEREAS, the Issuer previously issued its Senior Living Revenue Bond (Valley View Project), Series 2014A in the principal amount of \$4,400,000 (the “Bond”) pursuant to the Act and loaned the proceeds of the Bond to Evangelical Retirement Homes, Inc. and Village Assisted Living, Inc. (collectively, the “Borrowers”) pursuant to the Loan Agreement dated as of November 1, 2014 (the “Loan Agreement”) between the Issuer and the Borrowers for the purpose of providing funds to the Borrowers to (a) finance, to that extent, constructing remodeling, equipping, furnishing and improving a replacement skilled nursing facility for the Borrowers consisting of approximately 79 beds and 72,000 square feet, including neighborhood dining rooms, physical therapy and support spaces, related land improvements and other improvements, all located on the Borrowers’ campus (the “Campus”) at 2571 Guthrie Avenue, Des Moines, Iowa (the “Project), and (b) pay the costs of issuance and other associated costs and expenses relating to the Series 2014A Bond; and

WHEREAS, Bremer Bank, National Association (the “Lender”) purchased the Bond; and

WHEREAS, the rights of the Issuer under the Loan Agreement (other than certain reserved rights as provided therein) were assigned to the Lender pursuant to an Assignment and Pledge Agreement dated as of November 1, 2014 (the “Pledge Agreement”) between the Issuer and the Lender; and

WHEREAS, the interest on the Bond is calculated using a LIBOR (London Interbank Offered Rate) formula; and

WHREAS, the use of LIBOR is currently being phased out and will no longer be available as of June 30, 2023; and

WHEREAS, an amendment to the Bond is required to designate an alternate interest rate formula, such amendment to be set forth in an Allonge to Bond (the “Allonge”);

NOW, THEREFORE, IT IS RESOLVED by the City Council of the Issuer, as follows:

Section 1. The execution and delivery of the Allonge is hereby authorized and approved in substantially the form submitted to the City Council, with such variations as may be made at the time of execution thereof as approved by the Mayor and City Clerk, and the Mayor and City Clerk are hereby authorized and directed to execute, seal and deliver the Allonge in the name and on behalf of the City in substantially the form as has been submitted to and considered by the City Council with such changes therein as determined to be necessary and desirable by bond counsel.

Section 2. It is hereby found, determined and declared that the Allonge and interest and premium, if any, on the Bond, as amended by the Allonge (the “Amended Bond”), shall never constitute the debt or indebtedness of the Issuer within the meaning of any constitutional or statutory provision or limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers, but the Amended Bond and interest and premium, if any, thereon shall be payable solely and only from the revenues derived from the Loan Agreement and the debt obligations of the Borrowers delivered pursuant thereto.

Section 3. The Amended Bond will remain a special limited obligation of the Issuer. The Amended Bond is not payable from or charged upon any funds other than the revenues pledged to the payment thereof, nor shall the Issuer be subject to any liability thereon. No holder of the Amended Bond shall ever have the right to compel any exercise of the taxing power of the Issuer to pay the Amended Bond or the interest thereon, nor to enforce payment thereof against any property of the Issuer. The Amended Bond shall not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitation. All costs and expenses incident to the amendment to the Bond, including, but not limited to, accounting, legal, and Bond Counsel and Issuer’s Counsel fees, printing fees and filing fees, shall be paid directly by the Borrowers or the Lender.

Section 4. The Mayor and City Clerk are authorized and directed to execute and deliver all other agreements, certificates and documents which may be required under the terms of the Loan Agreement, the Pledge Agreement and the Amended Bond, or by bond counsel, and to take any other action as may be required or deemed appropriate for the performance of the duties imposed thereby to carry out the purposes thereof.

Section 5. That the provisions of this Resolution are hereby declared to be separable and if any action, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions.

Section 6. All resolutions or parts thereof in conflict herewith are repealed, to the extent of such conflict.

Section 7. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved June 5, 2023.

CITY OF BONDURANT, IOWA

Mayor

Attest:

City Clerk

* * *Other Business* * *

On motion and vote, the meeting adjourned.

STATE OF IOWA
COUNTY OF POLK
CITY OF BONDURANT

SS:

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting designee of the City Clerk of the aforementioned City and that as such I have in my possession, or have access to, the complete corporate records of said City and of this Council and its officers; that I have carefully compared the transcript hereto attached with the aforesaid corporate records; and that said transcript hereto attached is a true, correct and complete copy of the all the corporate records in relation to the adoption of a Resolution authorizing certain amendments to the City's Senior Living Revenue Bond (Valley View Project), Series 2014A issued in an aggregate principal amount of \$4,400,000.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

ALLONGE TO BOND

This Allonge is dated and effective as of June 5, 2023 and is attached to and made a part of that certain City of Bondurant, Iowa Senior Living Revenue Bond (Valley View Village Project), Series 2014A issued by the City of Bondurant, Iowa, a city and political subdivision of the State of Iowa, in the original principal amount of \$4,400,000.00 in favor of Bremer Bank, National Association, a national banking association ("Bond").

Due to the unavailability of the five-year LIBOR Swap Rate (as defined in the Bond) after June 30, 2023, and as contemplated by the terms of the Bond in the event of such unavailability, the paragraph titled "Interest Rate" contained on page 2 of the Bond is hereby deleted and replaced in its entirety with the following:

"Interest Rate: The outstanding principal of this Bond shall bear interest at the rate of 3.20% per annum (the "Interest Rate") from the Dated Date until the First Interest Rate Adjustment Date. The Interest Rate on this Bond will be adjusted on the First Interest Rate Adjustment Date to a rate of 3.07% per annum. The Interest Rate on this Bond will be adjusted on the Second Interest Rate Adjustment Date and the Third Interest Rate Adjustment Date (each, an "Interest Adjustment Date") to a rate (each the "Adjusted Interest Rate") per annum determined by the Lender to be equal to the product of (a) the sum of (i) the 5 Year FHLB (defined below) plus (ii) 260 basis points, times (iii) 67%; provided, that this provision for rate adjustment shall not apply to the Taxable Rate or the Default Rate, as those terms are defined hereon.

The term "5 Year FHLB" shall mean the interest rate subject to change from time to time based on changes in an independent index which is the 5 Year Federal Home Loan Bank (FHLB) Rate as published by The Federal Home Loan Bank of Des Moines as of the date of determination (the "FHLB Index"). The FHLB Index is not necessarily the lowest rate charged by Lender on its loans. If the FHLB Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notifying the Issuer and Borrower. Lender will tell the Borrower the current FHLB Index rate upon Borrower's request. The interest rate change will not occur more often than each five years."

(signature page to follow)

(signature page to Allonge)

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts, and things required to exist, happen, and be performed precedent to or in the execution and delivery of this Allonge to Bond do exist, have happened and have been performed in regular and due form as required by law.

IN WITNESS WHEREOF, the Issuer has caused this Allonge to Bond to be duly executed by the signatures of its Mayor and City Clerk all as of the Dated Date hereof.

CITY OF BONDURANT, IOWA

By _____
Mayor

Attest:

By _____
City Clerk

(Seal)

(signature page to Allonge)

Agreed to and accepted this 5 day of June, 2023.

LENDER:

Bremer Bank, National Association

By _____
Its _____

(signature page to Allonge)

BORROWER:

Evangelical Retirement Homes, Inc.

By _____

Its _____

Village Assisted Living, Inc.

By _____

Its _____

1218.49-allonge to valley view bond note



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

Item No. 6.f.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution approving Updates to the 2022 City Administrator Employment Agreement

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The Mayor and Council have completed evaluations for the City Administrator. Based on performance and market conditions, the Mayor and Council wish to amend the base salary. The attached resolution sets the new base salary at \$164,088, effective May 22, 2023 for the payroll issued on June 9, 2023 (the first payroll issued after June 1).

FUNDING SOURCE: General Fund, RUT, Utilities, TIF, Employee Benefits

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-111

CITY OF BONDURANT
RESOLUTION NO. 230605-111

RESOLUTION APPROVING UPDATES TO EMPLOYMENT AGREEMENT

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

WHEREAS the City Council approved an updated employment agreement on September 26, 2022, Section 5. of which set the annual base salary; AND

WHEREAS the Mayor and City Council have completed performance evaluations and a market salary review; AND

WHEREAS based on performance and market conditions, the Mayor and Council wish to amend the base salary in Section 5. of the City Administrator Employment Contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Section 5. of the City Administrator Employment Contract is amended to set the base salary at \$164,088.

BE IT FURTHER RESOLVED that the above change shall be effective May 22, 2023, for the payroll issued on June 9, 2023.

Passed this 5th day of June 2023,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.g.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution approving Amendment No. 1 in the amount of \$149,250 plus reimbursables to RDG Design Contract for City Park

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City Council adopted the Bondurant City Park Master Plan on July 19, 2021 after several months of planning and public involvement and approved a schematic design contract with RDG on October 18, 2021.

City Park is deemed a Specialty Park in Bondurant, which serves a larger group than a neighborhood park and is designed to meet the needs of the community in consolidated areas that are programmed with a specific purpose in mind. Oftentimes, Specialty parks have an athletic component and highly programmed areas. Lake Petocka is currently considered Bondurant's Community Park. The Planning Committee reviewed the building blocks of a neighborhood park system and the current conditions of the City Park. It was broken down by parkland categories, asset classes, and asset types.

Now that the Master Plan and schematic design are completed, the next step is final design and construction. Phase 1 of the City Park project is included in the Capital Plan which discussed and adopted by Council annually during the budget process. The City plans to bond for park improvements early in calendar year 2024.

The fee proposal in the contract amendment lays out as follows:

Task 1.0 Final Design	\$35,000
Task 2.0 Construction Documentation	\$70,000
Task 3.0 Bid Period Services	\$10,000
Task 4.0 Construction Period Services	\$34,250
Total Fee	\$149,250 plus reimbursables

FUNDING SOURCE: Bond/LOSST

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-112
2. R3005.078.01 Amendment to Owner B101 Agreement RDG City Park
3. Exhibit A - scope and fee proposa_v3005.078.01 RDG City Park

CITY OF BONDURANT
RESOLUTION NO. 220605-112

RESOLUTION APROOVING AMENDMENT NO. 1 IN THE AMOUNT OF
\$149,250 PLUS REIMBURSABLE TO RDG DESIGN CONTRACT FOR
CITY PARK

WHEREAS, the City Park Master Plan was adopted by the City Council on July 19, 2021;
AND

WHEREAS, the City Council approved an agreement with RDG for schematic design in
October 2021; AND

WHEREAS, schematic design is substantially complete and the next step is final design
and construction; AND

WHEREAS, the City intends to bond in January 2024 to construct the first phase of City
Park; AND

WHEREAS, the amendment to the RDG contract is as follows.

The fee proposal in the contract amendment lays out as follows:

Task 1.0 Final Design	\$35,000
Task 2.0 Construction Documentation	\$70,000
Task 3.0 Bid Period Services	\$10,000
Task 4.0 Construction Period Services	\$34,250
Total Fee	\$149,250 plus reimbursables

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that Amendment No. 1 to the *RDG Design* City Park contract in the amount of
\$149,250 plus reimbursables is hereby approved, pending legal counsel review.

Passed this 5th day of June 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				

Amendment #1 to AIA document B101

Standard Form of Agreement Between Owner and Architect
dated April 27th, 2023, between the **City of Bondurant** and **RDG Planning & Design, Inc.**
The Agreement provides for professional design services for the following project:
Bondurant City Park Phase 3 DD-CA

Date of this Amendment: April 27, 2023

RDG Project No.: R3005.078.01

File No.:

1. **DESCRIPTION AND SCOPE OF AMENDED SERVICES:** The Architect's Basic Services shall be amended to include the following:
 - 1.1. As defined in attached Exhibit A.
2. **CONSTRUCTION COST:** The Owner's Construction Cost budget shall be amended in conformance with the amended scope of services as follows:
 - 2.1. Phase One construction estimate is \$2,250,000.00
3. **SCHEDULE:** The schedule previously established for the Project shall be amended in conformance with the amended scope of services as follows:

Dates to be confirmed.

DD	June 1 st – July 21 st
CD	August 1 st – October 21 st
Bid	TBD (Assumption Oct 24 th – Nov 16 th)
CA	TBD (Assumption Dec 4 th – Nov 2024)
4. **COMPENSATION:** For the amended services and conditions described herein, compensation shall be modified as follows:
 - 4.1. Compensation shall be fixed fee, not to exceed \$149,250.00 plus reimbursable expenses estimated at \$5,000.

Basic Compensation per original Agreement
Amendment No. One

\$ 42,000.00 (SD)
\$ 149,250.00 (DD-CA)

Total Amended Compensation:

\$ 191,250.00

5. **OTHER CONDITIONS:** All conditions of the original Agreement shall apply to this Amendment unless specifically stated below:
 - 5.1. _____

This Amendment entered into as of the day and year as first written above.

OWNER: City of Bondurant

ARCHITECT: RDG Planning & Design, Inc.

(signature)

Marketa Oliver, ICMA-CM, SPHR

(signature)

Scott Crawford, PLA, ASLA, LEED AP

City Administrator
(printed name and title)

Principal
(printed name and title)



scope and fee proposal

Bondurant City Park Final Design – Construction Period Services

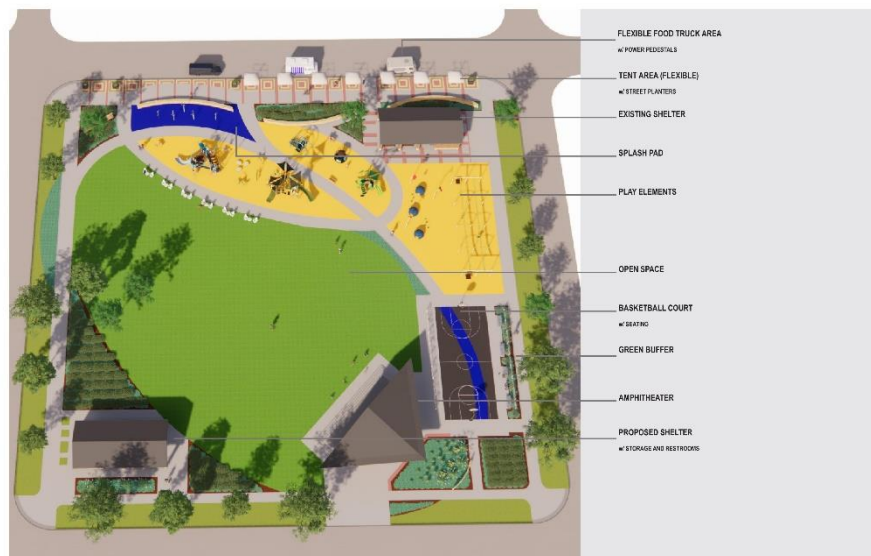
May 8th, 2023

P3005.078.01

Owner:

Marketa Oliver, City Administrator
City of Bondurant
200 2nd Street NE, POB 37
Bondurant, Iowa 50035
Phone Number: 515-967-2418
Fax Number: 515-967-5732

Description:



Description Continued:

The City of Bondurant has requested RDG Planning & Design (RDG) to provide a scope of services for Final Design through Construction Period Services for City Park. This scope of services corresponds directly with the City Park Master Plan and program presented to City Council in July 2021 and includes the following:

- Full Park Demolition Plan
- Full Park Rough Grading Plan
- Streetscapes at perimeter of park
- Playground
- Splash Pad
- Shelter
- Landscaping
- Park Amenities:
 - Site Furniture
 - Signage
 - Park Sidewalk System
- Park Utilities
 - Lighting
 - Electrical
 - Water
 - Sanitary

scope and fee proposal

Construction Budget:

The overall construction budget for this project will range between \$2.1M and \$2.3M.

Task 1. Final Design

Task 1.1 Complete 50% final design drawings and draft specifications for the project improvements appropriately incorporating comments from the Advisory Committee and City Staff.

Task 1.2 Update the cost estimate developed during the schematic design phase based on advanced design information in the 50% final design documents.

Task 1.3 Meeting #1:

- A. Facilitate this meeting with the Advisory Committee and City Staff.
- B. Objectives of this meeting are:
 - i. Review 50% final design documents.
 - ii. Review updated cost estimate.
 - iii. Receive feedback and direction from the Advisory Committee and City Staff.

Task 1.4 Coordinate with third-party cost estimator to have a preliminary cost estimate completed based on current final design documents.

Task 1.5 Complete 100% design development drawings and specifications incorporating comments from the Advisory Committee and City Staff and appropriately addressing cost-related items based on the third-party preliminary cost estimate.

Task 1.6 Meeting #2:

- A. Facilitate this meeting with the Advisory Committee and City Staff.
- B. Objectives of this meeting are:
 - i. Review 100% final design documents.
 - ii. Review third-party preliminary cost estimate.
 - iii. Receive feedback and authorization from the Advisory Committee and City Staff to proceed with construction documents.

Task 2. Construction Documents

Task 2.1 Complete 50% construction drawings and specifications for the project improvements appropriately incorporating comments from the Advisory Committee and City Staff.

Task 2.2 Meeting #3:

- A. Facilitate this meeting with the Advisory Committee and City Staff.
- B. Objectives of this meeting are:
 - i. Review 50% construction documents.
 - ii. Receive feedback and direction from the Advisory Committee and City Staff.

Task 2.3 Coordinate with third-party cost estimator to have a final cost estimate completed based on current construction documents.

Task 2.4 Complete 100% construction drawings and specifications incorporating comments from the Advisory Committee and City Staff and appropriately addressing cost-related items based on the third-party final cost estimate.

Task 2.5 Meeting #4:

- A. Facilitate this meeting with the Advisory Committee and City Staff.
- B. Objectives of this meeting are:
 - i. Review 100% construction documents.
 - ii. Review third-party final cost estimate.
 - iii. Receive authorization from the Advisory Committee and City Staff to proceed with bidding.

Task 3. Bidding

Task 3.1 Provide bidding documents for the project improvements to the City, local printers and plan rooms to be accessed by prospective bidders.

Task 3.2 Provide prospective bidders with clarifications and answers to questions related to the project during the bidding phase of work and issue addenda as appropriate.

Task 3.3 Bid Opening:

- A. Participate in the bid opening with City representatives and prospective bidders.

Task 3.4 Develop a bid tabulation of received bids and provide written recommendation to the City for acceptance of the lowest qualified bidder.

Task 3.5 Develop the agreement to be executed between the Owner and Contractor for construction.

Task 4. Construction Administration

Task 4.1 Pre-Construction Meeting:

- A. Participate in this meeting with City representatives, and Contractor(s) to review schedule, communication procedures, submittals, and other logistics related to the construction phase of work.

Task 4.2 Review and approve contractor product submittals and shop drawings required as part of the construction contract.

Task 4.3 Respond to Contractor submitted written RFI's and issue supplemental drawings and instructions to provide design intent clarifications as appropriate.

Task 4.4 Construction Progress Meetings:

- A. Participate in eight (8) construction progress meetings/site observation visits with the City and Contractor during construction. Additional construction progress meetings/site observation visits to achieve construction completion to be provided as an additional service.

Task 4.5 Review Contractor applications for payment and make recommendation to the City for payment.

Task 4.6 Substantial Completion Site Visit:

- A. Participate in one (1) substantial completion site visit with the City and Contractor to observe the substantially complete project. Additional substantial completion site visits to achieve construction completion to be provided as an additional service.

Task 4.7 Develop a punch-list of outstanding items the contractor will need to address prior to the final completion site visit.

Task 4.8 Final Completion Site Visit:



- A. Participate in one (1) final completion site visit with the City and Contractor to observe the final project and completed items identified in the punch-list. Additional final completion site visits to achieve construction completion to be provided as an additional service.

Task 4.9 Develop written recommendation to the City for acceptance of the completed project.



Schedule:

The following is an anticipated schedule

Summary/Fall	Final Design
Aug – Oct	Construction Documentation
November	Quality Control
Dec – Jan	Bid Period
Feb - Mar	Contract
April - Nov	Construction Period
December 10 th	Final Completion

Compensation:

The following is our proposed estimated design fees for the above-listed services:

Basic Services Fee

Below is a summary of our proposed professional fees to achieve each phase of the project, as identified in our scope of services:

Task 1.0 Final Design	\$ 35,000
Task 2.0 Construction Documentation	\$ 70,000
Task 3.0 Bid Period Services	\$ 10,000
Task 4.0 Construction Period Services	\$ 34,250
Total Fee	\$149,250 Plus Reimbursables

Lump-sum design services will be invoiced monthly on a percent-complete basis.

Reimbursable expenses are not included in the above fees and will be charged on a monthly basis (estimated at \$5,000)

Services Not Included in this Proposal:

Except where described above, the following services are not included in this scope of services. If, during the course of the project, the following services are deemed necessary, the Owner shall engage a qualified firm to complete the requested services.

1. Hazardous material assessment and/or mitigation
2. Archeological investigation
3. Wetland or endangered or threatened species surveys, delineations, permitting or mitigation
4. Hydraulic floodplain mapping, modeling or permitting
5. Geotechnical services
6. Construction testing
7. Roadway design

END OF SCOPE AND FEE PROPOSAL



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

Item No. 6.h.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution Approving Purchase of New ROW Mower from Iowa Farm Equipment in the amount of \$8,302.75

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As part of the FY24 CIP Public Works staff budgeted \$8,303.00 for the addition of an Offset Right-of-Way (ROW) mower. This piece of equipment will allow staff to mow the edge of the road ROW more safely by being able to mow from the roadway surface and not having to enter the ditch.

Staff will also be able to articulate the mower into a vertical position to trim back under growth along the section of the CVT trail system that the city is responsible for. This mower is capable of being operated by both tractors that we currently have, which will allow for greater flexibility and less down time.

Staff solicited a quote from Iowa Farm Equipment from Tipton, Iowa as they are the supplier to best fit the needs of acquiring this equipment.

Staff recommends approval of a purchase agreement with Iowa Farm Equipment in the amount of \$8302.75.

FUNDING SOURCE: FY24 Capital Equipment Budget

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-113
2. City of Bondurant 11-30-22

CITY OF BONDURANT
RESOLUTION NO. 230605-113

RESOLUTION APPROVING PURCHASE OF NEW RIGHT-OF-WAY MOWER IN THE
AMOUNT OF \$8,302.75 FROM IOWA FARM EQUIPMENT

WHEREAS included in the FY24 capital equipment plan is a new Right-of-Way Mower;
AND

WHEREAS on November 30 ,2022 the City of Bondurant received the quote for a 2023
Model Acma DB180E 3PT, Ditch bank Flail Mower in the amount of \$8,302.75; AND

WHEREAS the City Council approves the competitive quote for purchase; AND

WHEREAS payments are to be made to Iowa Farm Equipment; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that the 2023 Mower purchase as budgeted in the City's FY24 budget, is awarded
to Iowa Farm Equipment in the amount of \$8302.75 and the purchase is hereby approved.

Passed this 5th day of June 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				

1249 306th Street
Tipton, IA 52772



Estimate

Date	Estimate #
11/30/2022	20220262ES

[illegible]

Customer Signature _____ Date _____



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

Item No. 6.i.
For Meeting of 6/5/2023
Ordinance

TITLE: - (Second Reading) Ordinance amending the City Code of the City of Bondurant, Iowa by amending Chapter 15 - Mayor and 17 - City Council

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant in 2022 adopted a compensation philosophy and policy for all of its staff. It requires a survey to be completed of the labor market where the City competes for talent. Once the averages have been identified for each position, a matrix is used to right size the compensation based on the City's growth rate, property valuations, and population. That factor is -10% the average. Updating and aging will be done annually using the Midwest Consumer Price Index.

The amendment to Chapter 15 and 17 will apply the compensation philosophy and policy to the Mayor and Council pay. Staff have completed market research for average pay and applied the matrix. The Mayor pay should go from \$6,200 annually to \$8,240 annually. The Council pay should go from \$125 per meeting attended to \$182 per meeting attended. This should become effective January 1, 2026.

The Council approved the first reading of the ordinance at its May 22 meeting.

FUNDING SOURCE: General Fund 001-620-6010

STAFF RECOMMENDATION: Staff recommends passed of the second reading of the ordinance.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230522-215

CITY OF BONDURANT
ORDINANCE NO. 230522-215

ORDINANCE AMENDING THE CITY CODE OF THE CITY OF BONDURANT, IOWA,
BY AMENDING CHAPTER 15 - MAYOR AND 17 – CITY COUNCIL

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

Section 1. SECTION MODIFIED. Chapter 15, Section(s) 15.04 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is hereby amended to reflect the increase in compensation for the City Council: 15.04 COMPENSATION. Effective January 1, 2026, the salary of the Mayor is eight thousand two hundred forty dollars (\$8,240.00) per year, payable semi-annually. Updating and Aging, to do this, the City of Bondurant will use the Midwest CPI to annually adjust.

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 January 1, 2026.

PASSED AND APPROVED by the City Council this 3rd day of April 2023.

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

Section 1. SECTION MODIFIED. Chapter 17, Section(s) 17.06 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is hereby amended to reflect the increase in compensation for the City Council: 17.06 COMPENSATION. Effective

January 1, 2026, the salary of each Council member is one hundred and eighty-two dollars (\$182) for each regular or special meetings of the Council attended, payable semi-annually. Updating and Aging, to do this, the City of Bondurant will use the Midwest CPI to annually adjust.

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 January 1, 2026. PASSED AND APPROVED by the City Council this 3rd day of April 2023.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: May 22, 2023

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. xx, was published as required by law on the xxth day of xx, 2023.

Shelby Hagan City Clerk



Compensation Philosophy and Policy

Recommended expansion of the current Financial Policy to include a Compensation Philosophy and Policy

A compensation philosophy is simply a formal statement documenting the City's position about employee compensation. It explains the "why" behind employee pay and creates a framework for consistency. Employers use their compensation philosophy to attract, retain and motivate employees.

Compensation philosophies are typically developed by the human resources department in collaboration with the executive team. The philosophy is based on many factors, including the City's financial position, the size of the organization, the industry, service objectives, market salary information, the level of difficulty in finding qualified talent, and the unique circumstances of the organization. The compensation philosophy should be reviewed periodically and updated based on current factors affecting the organization. For example, market conditions may make it difficult to find qualified talent in a particular specialization, and an employer may need to pay a premium for these candidates. If the City's current compensation philosophy does not support this value, then the organization may need to change its philosophy to meet its current needs.

A well-designed compensation philosophy supports the organization's strategic plan and initiatives, service goals, competitive outlook, operating objectives, and compensation and total reward strategies.

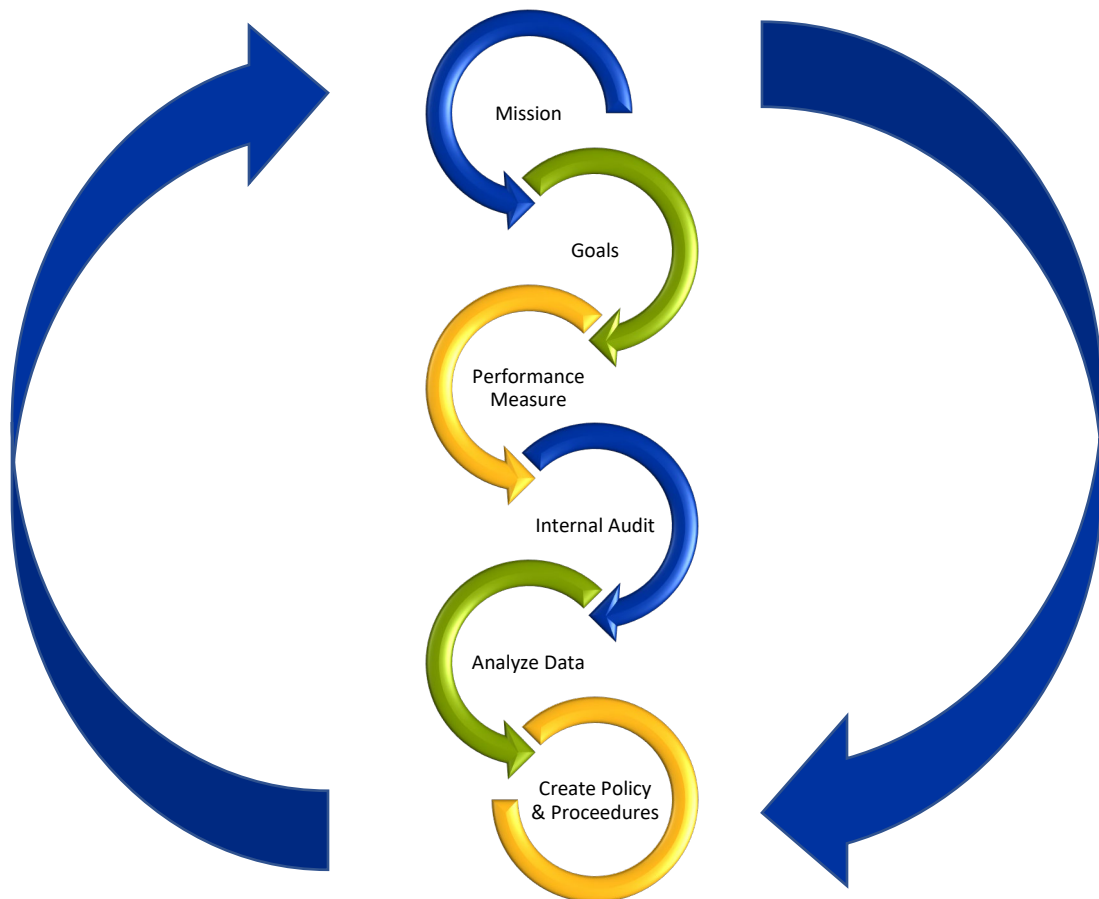
Most compensation philosophies seek to:

- Identify the City's pay programs and total reward strategies.
- Identify how the pay programs and strategies support the City's service strategy, competitive outlook, operating objectives, and human capital needs.
- Attract people to join the City's team.
- Motivate employees to perform at the best of their competencies, abilities, and skill sets.
- Retain key talent and reward high-performing employees.
- Define the competitive market position of the City in relation to base pay, variable compensation, and benefits opportunities.
- Define how the City plans to pay and reward competitively, based on market and organizational conditions, competition, and ability to pay.

- Ensure equal pay for equal work, with allowable pay differences based on factors not prohibited by law.

An effective compensation philosophy should pass the following quality test:

- Is the overall program equitable?
- Is the overall program defensible and perceived by employees as fair?
- Is the overall program fiscally sensitive?
- Are the programs included in the compensation philosophy and policy legally compliant?
- Can the organization effectively communicate the philosophy, policy, and overall programs to employees?
- Are the programs the organization offers fair, competitive, and in line with the compensation philosophy and policies?



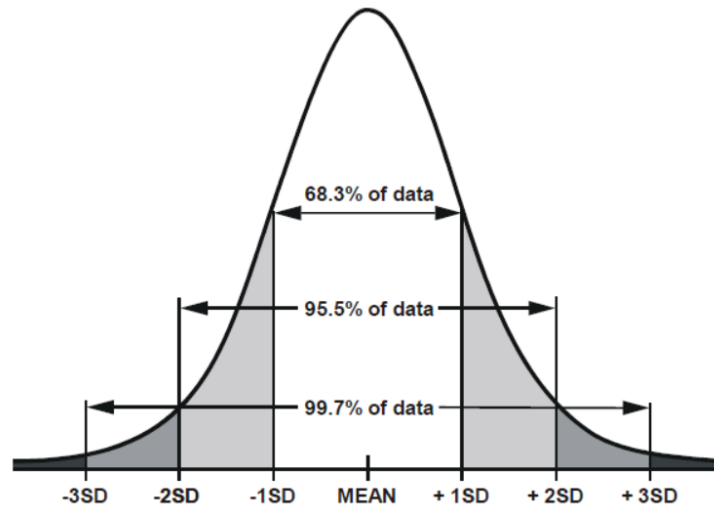
Step 1: Determine the Organization's Compensation Philosophy

Before creating salary ranges, the organization must first determine what its approach or philosophy is to compensation. What is the mindset that drives pay decisions? Determining the compensation philosophy requires an in-depth look at the company's beliefs regarding compensation. The key is to create a philosophy and be consistent in its application regarding pay practices.

Match the Market

An employer can choose to lead, lag, or match the market when compensating employees. Being a market leader means that the organization pays more for jobs than its competitors. Typically, an organization does this to gain an advantage or attract talent away from its competitors. If an employer decides to match the market, it pays roughly the same as its competitors, and if an employer lags the market, it is paying less than market rates. Generally, an employer rarely chooses to lag the market as a conscious pay strategy. It is often either discovered after market research reveals the practice, or it may be the result of a limited compensation budget. In rare circumstances an employer's brand may be so attractive (e.g., Disney, Google) that the employer can pay lower-than-market wages without a negative impact on recruitment and retention. When turnover is high, there are increased costs associated with recruiting, selecting and training replacements. Other, more-difficult-to-quantify effects also arise, such as declines in productivity, morale, customer satisfaction and innovation.

The City of Bondurant has a philosophy of matching the market using a weighted average of the Des Moines Metropolitan communities, excluding the population outliers (the highest and smallest). The market is defined as where the talent pool is and where the City's competitors are located. The weighted average is used with the understanding that Bondurant's population, taxable valuation, and growth rate are variables to consider when comparing to the other communities. The matrix is based on the deviation from the average of each category.



Salary Ranges

Salary ranges help employers control their pay expenses and ensure pay equity among employees. It is critical that the City have rational explanations for why it pays employees a certain rate. Defined salary ranges help accomplish that. Additionally, defined salary ranges communicate a path for future compensation potential and set the expectations for entry level.

Step 2: Conduct a Job Analysis

A job analysis is a process for gathering, documenting, and analyzing information about a job to determine the activities and responsibilities it includes, its relative importance to other jobs, the qualifications necessary for performing the job and the conditions under which the work is performed. The City of Bondurant conducts job analysis at least every three years and anytime the organizational structure requires.

Step 3: Conduct Market Research

Conducting market research ensures that wages paid to employees are comparable to similar positions in the marketplace.

When conducting salary market research, staff should consider the following:

- Job titles vary between Cities. Staff should read the descriptions of the jobs surveyed to make sure that the related tasks, functions, and levels of responsibility match the positions at Bondurant.
- To obtain current, accurate salary information, Bondurant will typically need to purchase or solicit salary data.
- Whenever possible, employers should try to obtain information from more than one market survey resource, at least for benchmark positions.
- It should be realized from the outset that each City has jobs that are unique and that it will be impossible to find exact matches for all jobs. Staff may need to

consider jobs that closely fit the principal aspects of a particular job and consider salary data for more than one type of job.

Step 4: Create Job Grades

Job grades are groupings of positions with similar worth. Bondurant uses their job evaluation data to group positions into job grades by department and function, as is standard Statewide.

Job Family	Job Category	Job Title
Central Administration	Director	Finance & Employee Services City Clerk Planning & Community Development
	Coordinator	Economic Development
	Specialist	Operations & Training Utility Bill Front Desk Communications & Events

Step 6: Create a Salary Range Based on Research

Bondurant should note the range of pay in the salary surveys and other information that may be relevant when establishing a weighted average salary. As conditions change, the index used to calculate the weighted average will change. Three factors determine the weighted average: population, taxable valuation, and growth rate. For each position, the City of Bondurant will establish minimum (up to 3 years in their role), midpoint (3 to 6 years in their roles), and maximum (beyond 6 years in their role), pay ranges. The maximum is the weighted average salary using data from a salary survey with a sample of cities in the Des Moines Metropolitan area (not considering the outliers based on

population) for that position plus a cost-of-living increase over the previous year. The midpoint is 90% of the maximum and the minimum is 75% the maximum.

Maximum = Weighted Average, Midpoint = Maximum x .90, Minimum = Maximum x 0.75

After the salaries for current employees have been placed into the range, several employees may not be in line with the guidelines and ranges the City has established.

"Red circle rates" are salaries/wages that are above the maximum rate the City has established for the position's salary range.

"Green circle rates" are salaries below the minimum rate the City has established for the position's salary range.

Staff will develop strategies to rectify anomalies by considering factors such as budget, employee performance, and years in the role.

Step 7: Updating and Aging

Compensation rarely remains static. The rate of pay is constantly changing with external market and economic activity.

Aging is the activity of increasing salary grades with the market without the cost of purchasing or soliciting new salary survey data each year. To do this, the City of Bondurant will use the Midwest CPI as published in the Iowa League of Cities Annual Special Budget Report. It measures changes in the cost of total compensation, which includes wages, salaries, and the employer's cost of employee benefits.

Salary survey data should be gathered and reviewed every three years so that appropriate adjustments can be made to the organization's salary ranges.

Job Family	Job Category	Job Title
Central Administration	Director	Finance & Employee Services City Clerk Planning & Community Development
	Coordinator	Economic Development Planning Administrative Services Coordinator
	Specialist	Operations & Training Utility Bill Front Desk Communications & Events

Job Family	Job Category	Job Title
Public Works	Director	Public Works
	Coordinator	Water/Wastewater
	Specialist	Operations
	Technician	Crossing Guard

Job Family	Job Category	Job Title
Emergency Services	Director	Emergency Services
	Coordinator	Assistant Fire Chief - EMS Assistant Fire Chief - Inspections
	Specialist	Fire/Paramedic
	Technician	Emergency Medical

Salary Ranges**Fiscal Year****2024**

Ranges effective 6/19/2023; Phone Stipends effective July 1, 2022

	Min	Mid	Max
Position	A	B	C
Emergency Medical Technician	\$16.28	\$18.09	\$20.10
Crossing Guard Technician	\$16.28	\$18.09	\$20.10
Public Works Operations Technician - Seasonal	\$16.28	\$18.09	\$20.10
Administrative Specialist - Front Desk	\$44,758	\$53,709	\$59,678
Administrative Specialist - Utility Billing	\$47,840	\$57,408	\$63,787
Public Works Operations Specialist**	\$50,648	\$60,777	\$67,531
Parks & Recreation Operations Specialist	\$50,648	\$60,777	\$67,531
Administrative Specialist - Operations & Training	\$50,007	\$60,007	\$66,675
Events & Communication Specialist	\$52,244	\$62,693	\$69,657
Fire/Advanced EMT Specialist	\$58,073	\$69,688	\$77,755
Administrative Specialist - EMT	\$58,073	\$69,688	\$77,431
Administrative Services Coordinator*	\$52,416	\$62,870	\$69,887
Events & Communication Coordinator *	\$56,612	\$67,934	\$75,483
Water/Wastewater Coordinator	\$58,876	\$70,651	\$78,500
Associate Planner	\$62,097	\$74,515	\$82,796
Assistant Fire Chief – Inspection Coordinator	\$66,745	\$80,095	\$88,994
Assistant Fire Chief – EMS Coordinator	\$85,800	\$102,960	\$114,400
Public Works Operations Coordinator*	\$66,849	\$80,219	\$89,132
Economic Development Coordinator*	\$66,849	\$80,219	\$89,132
City Clerk*	\$75,337	\$90,404	\$100,449
Parks & Recreation Director*	\$104,815	\$125,778	\$138,673
Community Development Director*	\$114,137	\$136,965	\$152,183
Finance & Employee Services Director*	\$116,565	\$139,878	\$155,421
Public Works Director*	\$116,565	\$139,878	\$155,421
Emergency Services Director	\$117,753	\$141,304	\$157,004
Council Member	NA	NA	\$ 4,732.00
Mayor	NA	NA	\$ 8,240.00

*Position also receives monthly a \$50 mobile phone stipend.

**Public Works Operations Specialist who is handles Code Enforcement receives a stipend.

Library wage ranges are determined by the Library Board of Trustees.

Bondurant Emergency Services Paid-Per-Call personnel are set in separate resolution.

City Administrator salary is determined in a contract by City Council.

Annual Salaries:	Mayor	Council Members	2020 Census Population
Altoona	\$ 4,600.00	\$ 3,600.00	19,565
Ankeny	\$ 10,000.00	\$ 7,000.00	67,887
Clive	\$ 9,528.00	\$ 4,764.00	17,686
Grimes	\$ 7,200.00	\$ 4,200.00	17,348
Johnston	\$ 3,600.00	\$ 1,200.00	24,064
Norwalk	\$ 8,500.00	\$ 3,000.00	12,790
Pleasant Hill	\$ 4,800.00	\$ 3,000.00	10,147
Waukee	\$ 14,000.00	\$ 8,000.00	23,940
West Des Moines	\$ 14,000.00	\$ 9,000.00	70,487
Average:	\$ 8,470.00	\$ 4,862.00	
Bondurant Weighted Average is average less 10%	\$ 8,240.00	\$ 4,732.00	(MWCPI FY24 8.1%)



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

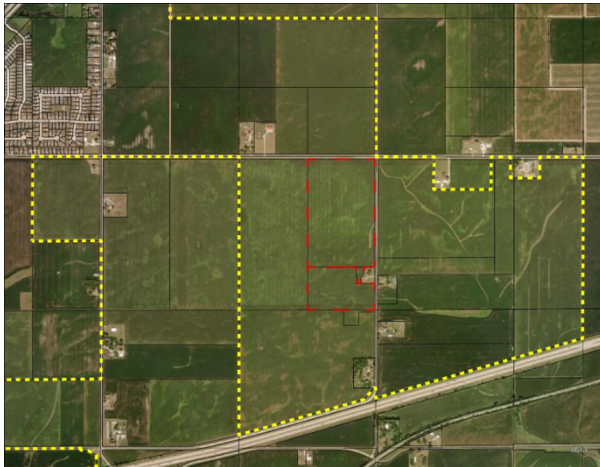
Item No. 6.j.
For Meeting of 6/5/2023
Ordinance

TITLE: - (Second Reading) Ordinance regarding approval of the request for rezoning from the Agricultural (A-1) District to the Light Industrial (M-1) District at Parcel ID 170/00001-001-000, Parcel ID 170/00001-003-000 and Parcel ID 170-00001-002-000

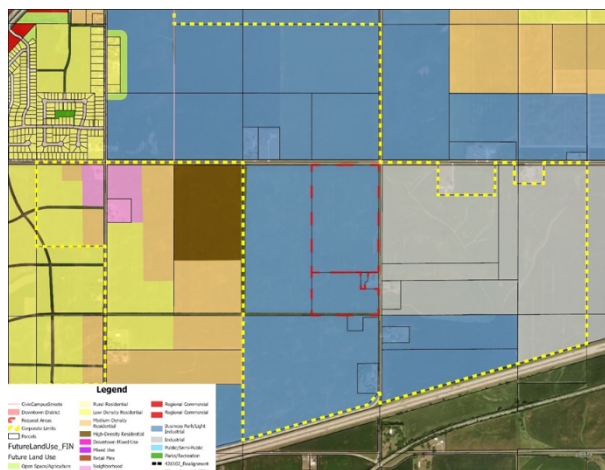
CONTACT PERSON:

Marketa Oliver, City Administrator
Isaac Pezley, City Planner

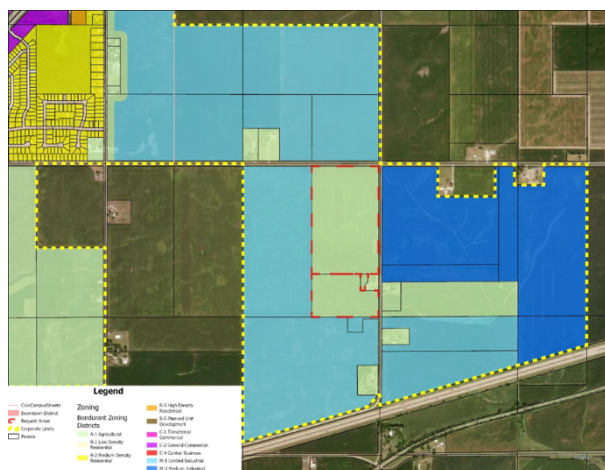
BRIEF HISTORY & ANALYSIS: The City has received a rezoning request for the parcel of lands described as Parcel ID 170/00001-001-000, Parcel ID 170/00001-003-000 and Parcel ID 170/00001-002-000 and shown outline in red below.



The City's Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides these parcels as Business Park/Light Industrial. The properties are outlined in black below. There is Business Park/Light Industrial located to the north, west and south of the properties in question. To the east of the properties the Future Land Use map has identified Industrial use.



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 the land be zoned Light Industrial (M-1). There is existing M-1 Light Industrial Districts to the north, south and west of the properties. There is a M-2 Medium Industrial District to the east of the subject properties. The properties in question are 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. The Future Land Use Map shows the property to be zoned as Business Park/Light Industrial. The properties located to the north, east, west and south have also been designated as Business Park/Light Industrial or Industrial. The current zoning of properties abutting the subject properties are currently zoned either M-1 Light

Industrial or M-2 Medium Industrial.

Consistency with the Zoning Code

This item will be reviewed in detail if/when a site plan application is received for the portion requested for M-1 zoning.

Spot Zoning

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

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

Objectives of the Comprehensive Plan support industrial development along the Interstate 80 corridor, and the Future Land Use Map currently guides for industrial development along the interstate corridor and Business Park/Light Industrial for surrounding properties. The rezoning request for these properties are consistent with the Future Land Use Map.

Public Input

As is required by the City's Zoning Code, letters were sent to property owners withing 200' of the requested rezoning. No comment has been received by staff at the time of writing this agenda statement.

The Council approved the first reading of the ordinance at its May 22 meeting.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve the second reading of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230522-216

CITY OF BONDURANT
ORDINANCE NO. 230522-216

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR REZONING FROM
THE AGRICULTURAL (A-1) DISTRICT TO THE LIGHT INDUSTRIAL (M-1) DISTRICT
AT PARCEL ID 170/00001-001-000, PARCEL ID 170/00001-003-000 AND PARCEL ID
170/00001-002-000

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 Industrial (M-1) on the following property located in Bondurant, Polk County, Iowa as described as follows:

EAST FRACTIONAL HALF OF THE NORTHEAST QUARTER (EXCEPT THE SOUTH 820 FEET THEREOF) OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., IOWA.

AND

THE SOUTH 820 FEET OF THE EAST FRACTIONAL HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 79 NORTH, RANGE 22, WEST OF THE 5TH P.M., POLK COUNTY, IOWA; EXCEPT THE NORTH 315 FEET OF THE EAST 374 FEET THEREOF.

AND

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 5, IN TOWNSHIP 79 NORTH, RANGE 22 WEST OF THE 5TH P.M., POLK COUNTY, IOWA; THENCE N 0°00' E 505.00 FEET ALONG THE SECTION LINE; THENCE S 89°51'15" W 290.00 FEET; ALONG A LINE PARALLEL WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, TO THE POINT OF BEGINNING; THENCE S 89°51'15" W 84.00 FEET; THENCE N 0°00' W 315.00 FEET; THENCE N 89°51'15" E 147.00 FEET; THENCE S 4°21'15" W 164.00 FEET; THENCE S 53°59' W 62.43 FEET; THENCE S 0°00' E 115.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.84 ACRES, MORE OR LESS.

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 May 11, 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, described above, is hereby rezoned to the Light Industrial (M-1) District.

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

Section 4. **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 5. **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: May 22, 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**

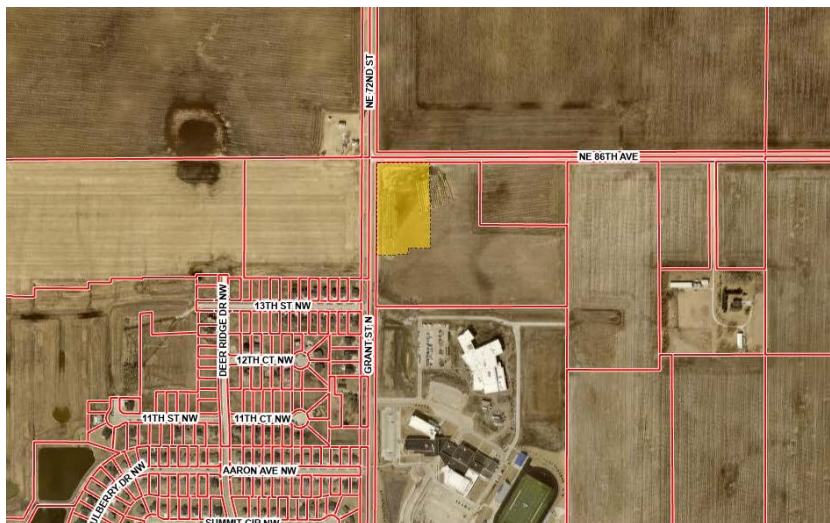
Item No. 6.k.
For Meeting of 6/5/2023
Ordinance

TITLE: - (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

CONTACT PERSON:

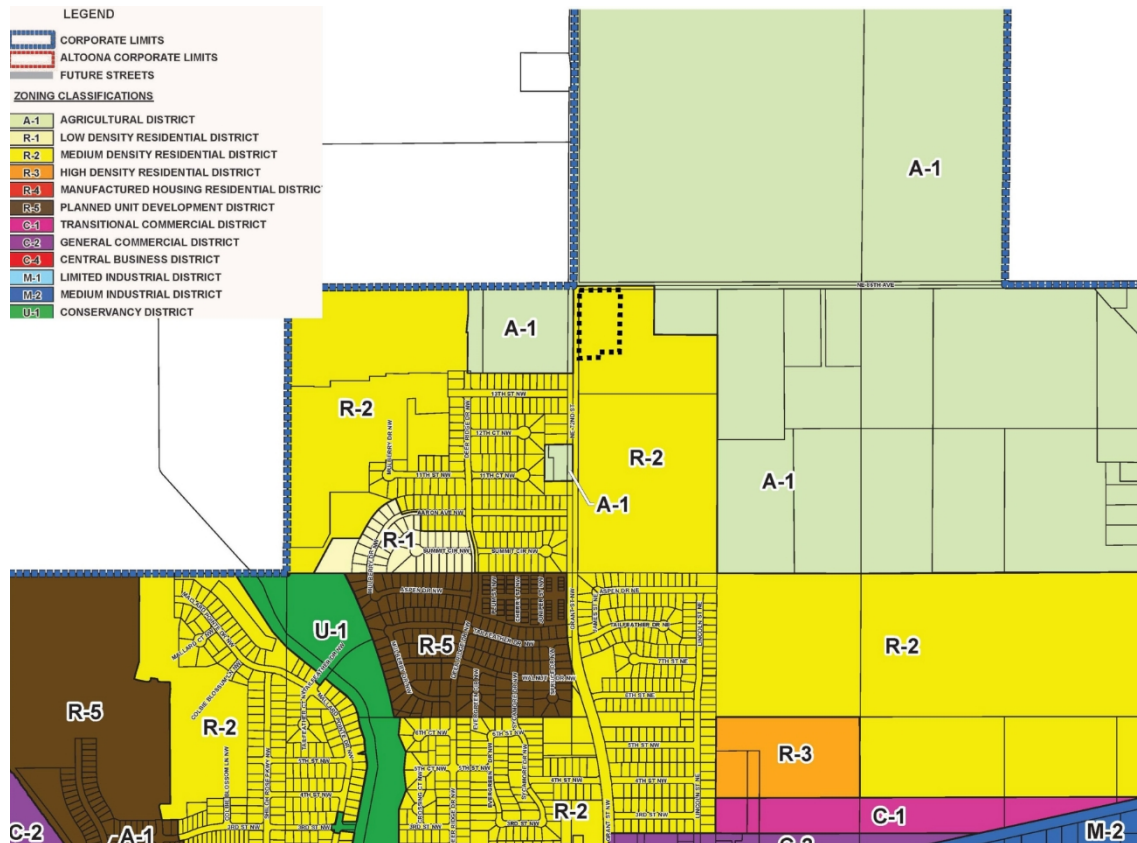
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant is in receipt of a request to rezone a 5.89-acre portion of the property at 8383 NE 72nd Street from the City's Medium Density (R-2) District to the Transitional Commercial (C-1) District. Per Section 178.07 of the Zoning Code, this zoning district is, "intended and designed to provide space for limited professional, retail, civic, and service activities which serve adjacent residential areas with reasonable proximity of daily consumer needs". The rezoning request was submitted by Stubbs Engineering on behalf of the owner, Classic Holdings LLC.



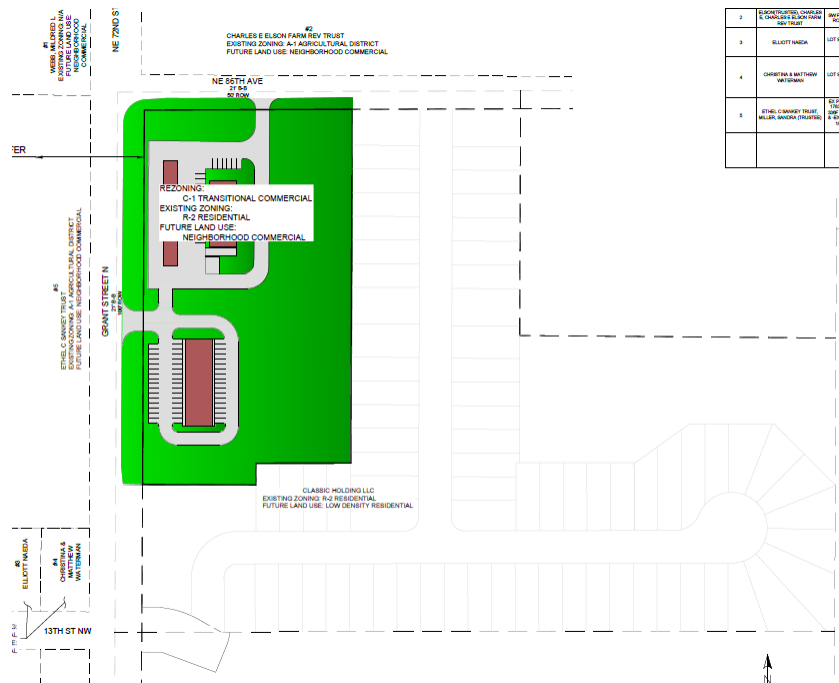
Area Zoning Map

Below is an area Zoning Map which shows the requested R-2 to C-1 rezoning area outlined in black.



The current use of 8383 NE 72nd Street is for row crop which is allowable in the R-2 District. The owner of the property approached the City to request the rezoning of a portion of this property.

The owner of the property has previously submitted preliminary site plans showing plans to develop commercial areas in the northwest portion of the property with the remainder of the property being developed as R-2 residential. At this time no official site plan has been received or approved by the City. The below preliminary development concept was submitted as part of the rezoning application. Staff would like to clarify that this is a potential development concept only, and that a site plan for the requested C-1 District area would be reviewed at a later date after the rezoning has been approved. It should also be noted that a gas station use is not a permitted use of the C-1 District.



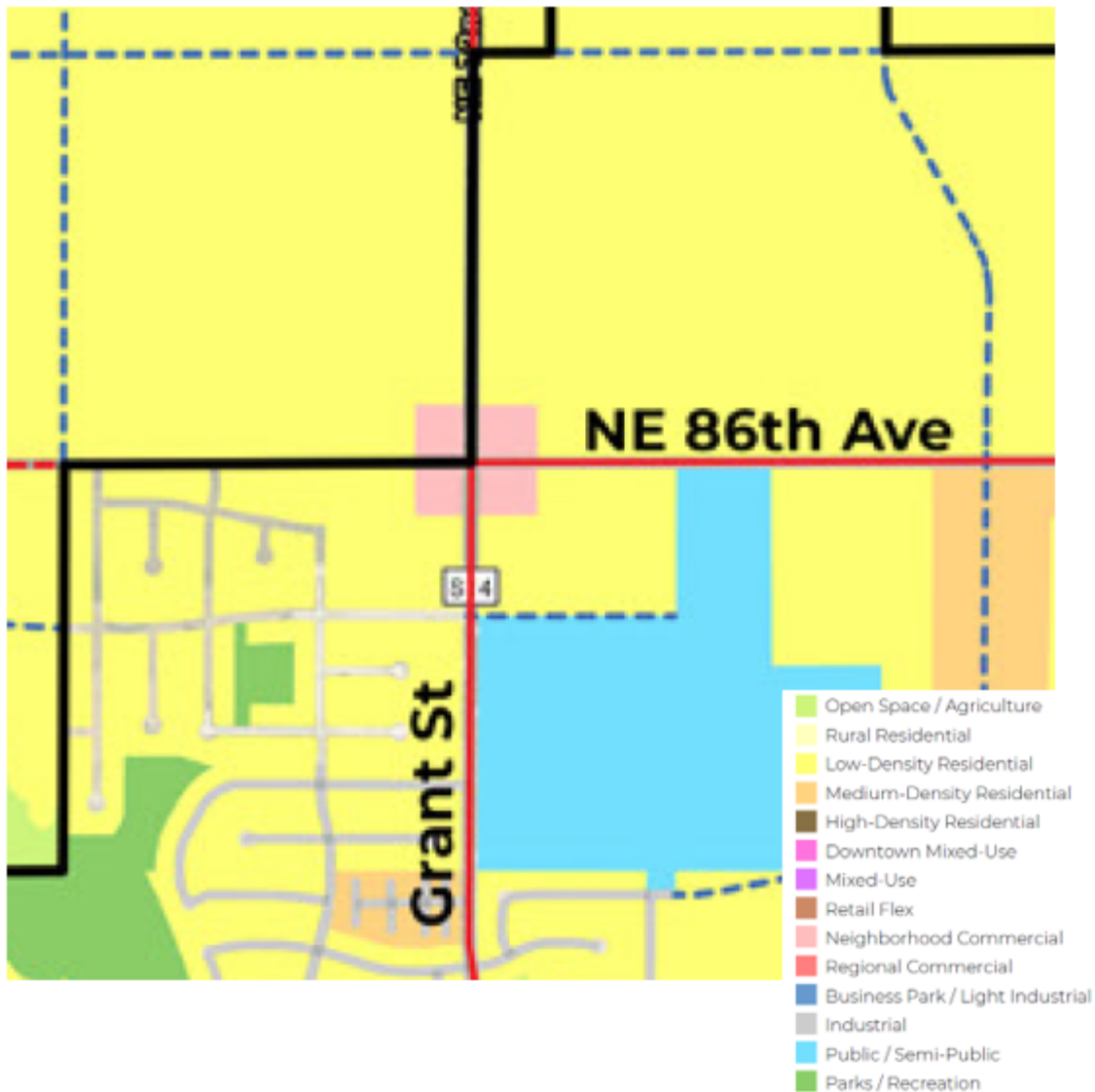
Analysis

When reviewing rezoning requests, the Planning & Zoning Commission should take into account the Comprehensive Plan, Consistency with the Zoning Code, Spot Zoning, and Public Input.

Comprehensive Plan

The requested Transitional Commercial (C-1) District use is consistent with the 2022 Future Land Use Map. Below is an excerpt from the 2022 Future Land Use Map – this map guides for a future use designation of Neighborhood Commercial near the intersection of Grant Street South and NE 86th Avenue/16th Street NE. Neighborhood Commercial is described in the Building Bondurant Comprehensive Plan as being: a combination of small retail, office spaces, and medical uses for readily accessible services to residents and the traveling public. This category is located at major nodes throughout the planning boundary.

The C-1 District is consistent with this Neighborhood Transitional future land use designation. While the requested C-1 District rezoning area appears to extend a bit further south than the Future Land Use Plan's boundary of Neighborhood Commercial, the requested rezoning area aligns with the overall intended scale of the Neighborhood Commercial future land use designation (up to 10 acres) and also the intended location of Neighborhood Commercial developments (along collector or arterial roadways).



Consistency with the Zoning Code

Below are Zoning Code consistency items for consideration by the Planning & Zoning Commission.

- Any future construction at this location requires a site plan to be reviewed and approved by the Planning & Zoning Commission. This site plan review will require that a Type B screen be established on the C-1 District land to help provide a buffer between the C-1 development land and the R-2 land to the east and south.

Spot Zoning

To determine whether illegal spot zoning has occurred, the courts consider 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 spot zoning will exist as a result of this rezoning request. The 2022 Future Land Use Map is supportive of C-1 Transitional Commercial District at this location.

Public Comment

Notices were mailed to owners within 200' of the requested rezoning area. No public comment has been received to date.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: On February 9, 2023, the Planning & Zoning Commission voted 5-0 with one member absent from recommending approval of the rezoning request subject to the following conditions:

- The owner must establish the right-of-way for 13th Street NE prior to the City Council's final ordinance reading.

Staff recommends approval of the third ordinance reading, which includes the Commission's recommendation. The first reading was approved at the March 6, 2023 council meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230306-212

CITY OF BONDURANT
ORDINANCE NO. 230306-212

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR 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.

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 Medium Density (R-2) to Transitional Commercial (C-1) on the following property located in Bondurant, Polk County, Iowa as described as follows:

AN IRREGULAR SHAPED PORTION OF PARCEL O OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 30, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M., BONDURANT, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD WITH YELLOW PLASTIC CAP #19710, SAID IRON ROD BEING THE NW CORNER OF SAID SECTION 30, THENCE N89°49'11" E ALONG THE NORTH LINE OF SAID NW ¼, NW ¼, A DISTANCE OF 49.50 FEET TO THE EXTENDED EAST RIGHT-OF-WAY LINE OF GRANT STREET NORTH; THENCE S00°16'34"W ALONG A LINE PARALLEL TO, AND 49.50 FEET EASTERLY OF THE WEST LINE OF SAID NW ¼, NW ¼, A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF NE 86TH AVENUE, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°49'11"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 382.10 FEET; THENCE S00°11'55"W, A DISTANCE OF 649.95 FEET; THENCE S89°53'47"W, A DISTANCE OF 174.66 FEET; THENCE S00°06'10"E, A DISTANCE OF 39.85 FEET; THENCE N89°43'06"W, A DISTANCE OF 208.58 FEET TO THE EAST RIGHT-OF-WAY LINE OF GRANT STREET NORTH; THENCE N00°16'34"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 687.89 FEET TO THE POINT OF BEGINNING, SAID TRACT CONTAINS 256,689 SQUARE FEET, OR 5.89 ACRES MORE OR LESS.

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 February 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 property, above described, is hereby rezoned to the Transitional Commercial (C-1) District.

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

Section 4. **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 5. **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 6, 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.I.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution approving quote for Lake Petocka Trail Asphalt Repair Project from Des Moines Asphalt and Paving

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve the quote for the asphalt repair project for the Lake Petocka Trail.

Public Works Staff have worked for the last several years to install temporary patches to the failing areas of the trail, but the trail has reached a point beyond repair work. All indications that staff can tell this trail was constructed almost 20 years ago or more.

Staff had budgeted \$180K for reconstruction of this trail in the last fiscal year, so there will be a forthcoming budget amendment to pull the funding through to the fiscal year in which it is constructed. Staff solicited quotes from several different contractors for both asphalt and concrete reconstruction. Although concrete would be the preferred method for longevity asphalt is the most economical with today's pricing.

FUNDING SOURCE: Park Budget/LOSST

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-114
2. Bondurant Lake Petocka Quote

CITY OF BONDURANT
RESOLUTION NO.230605-114

RESOLUTION APPROVING QUOTE TO DES MONIES ASPHALT AND PAVING FOR THE
LAKE PETOCKA TRAIL ASPHALT REPAIR PROJECT IN THE AMOUNT OF \$182,520.00

WHEREAS the Lake Petocka Trail Repair Project Quote was submitted on May 23rd, 2023; AND

WHEREAS the quote is for the Trail Resurfacing work to be done on Lake Petocka Trail.; AND

WHEREAS City Staff have reviewed the quote for accuracy; AND

WHEREAS the amount for repair work to be done is \$182,520.00; AND

WHEREAS staff will bring forward a budget amendment to support the expenditure in Fiscal Year 2024, as it was originally budgeted in Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Quote for repair work to be done from Des Moines Asphalt & Paving for \$182,520.00 is hereby approved.

Passed this 5th day of June 2023,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

P.O. Box 3365
Des Moines, IA 50316



Phone: (515) 262-8296
Fax: (515) 262-5813
www.desmoinesasphalt.com

To:	City Of Bondurant	Contact:	John Horton
Address:	200 Second Street North East, P.O. Box 37 Bondurant, IA 50035-0037	Phone:	515-967-2418
		Fax:	515-967-5732
Project Name:	Bondurant Lake Petocka Trail Replacement	Bid Number:	2
Project Location:	Lake Petocka, Bondurant, IA	Bid Date:	5/23/2023

Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1	Mobilization & Road Closed Signs Each Additional Mob Will Be A Cost Of \$2,500.00 1 Mobilization Was Estimated For This Project.	1.00	LS	\$7,500.00	\$7,500.00
2	2	Mill In Place 4256 SY (10'x 3755') And Fine Grade.	4,256.00	SY	\$3.75	\$15,960.00
3	3	Pave 3" Base Using ST 3/4" Mix, 58-28S	735.00	TON	\$132.00	\$97,020.00
4	4	Pave 2" Surface, ST 1/2" Mix, 58-28S	470.00	TON	\$132.00	\$62,040.00

Total Bid Price: \$182,520.00

Notes:

- Des Moines Asphalt will not be responsible for seeding and or backfill,

Exclusions:

Traffic Control, Permits, Bonds and Dues, Independent Testing, Sawing, Pavement Removals, Unsuitable Subgrade, Subgrade Prep, Granular Subbase, Survey/Layout, Seeding/Sod, Striping, Dewatering.

- PRICING IS BASED ON THE QUANTITIES SPECIFIED ABOVE AND IS SUBJECT TO ESCALATION AFTER _____ OR IF THE ACTUAL QUANTITIES VARY FROM THE ESTIMATED QUANTITIES BY MORE THAN 10%.
- Unless the words "Lump Sum" appear next to an item at work, is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by Seller.
- The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Buyer and has received the Seller's Standard Terms & Conditions, January 1, 2016 update, attached here to or available from Seller upon request.
- Due to the volatility of fuel, liquid asphalt cement, and construction materials, all bid prices are good for 30 days from date of quotation.

Payment Terms:

Upon Completion & Billing

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Des Moines Asphalt  Authorized Signature: Estimator: Brian Beard (515) 240-0209 bbeaird@desmoinesasphalt.com
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**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6.m.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution affixing a date for a Public Hearing regarding disposal of public Right-of-Way in the Downtown Bondurant

CONTACT PERSON:

Marketa Oliver, City Administrator
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Attached is a plat of survey for the vacation of right-of-way in downtown Bondurant. The City Council has a public hearing date for the *vacation* of the public right-of-way on June 5, 2023 at 6:00 p.m. The adjacent property owner is interested in the property in order to expand patio seating. The attached resolution sets a public hearing date for June 19 at 6:00 p.m. in Council Chambers for the *disposal* of the public right-of-way.

The City is in receipt of a request for disposal of the existing right-of-way located along 100 Main Street SE. SALACL LLC is the property owner of Parcel 231/00096-005-000, currently addressed as 100 and 104 Main Street SE. The property owner has requested the City vacate a portion of the existing right-of-way parallel to Main Street SE to be consistent with the right-of-way south of this parcel.



Below is the portion of Parcel ID 231/00096-003-000 that is proposed to be vacated:



Comments from City Officials: The following City departments were notified of the submitted vacation: Public Works - reviewed and noted no comments/concerns. Engineering – reviewed and noted no comments/concerns. Fire Department - reviewed and noted no comments/concerns.

The Building Bondurant Comprehensive Plan has one of its goals to "Encourage retail, restaurant, and entertainment uses on the first floor of downtown buildings to promote all-day activity and a vibrant street frontage, including outdoor dining opportunities along the sidewalk area."

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-115
2. Downtown Right-of-Way Vacation Plat

CITY OF BONDURANT
RESOLUTION NO. 230605-115

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING FOR DIPOSAL OF
PUBLIC RIGHT-OF-WAY

WHEREAS the City owns certain real property more particularly described as:

A PART OF PARCEL "A" IN PART OF LOTS 5, 6, 7 AND 8, BLOCK 4 OF THE TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13338, PAGE 164 IN THE POLK COUNTY RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°47'16" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 12.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°06'08" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 68.73 FEET TO THE NORTHEAST CORNER OF PARCEL "B" IN SAID PART OF LOTS 5, 6, 7 AND 8, BLOCK 4 OF THE TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13338, PAGE 164 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°47'15" EAST, 12.15 FEET TO THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 00°13'39" WEST ALONG SAID EAST LINE, 68.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 830 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENT OF RECORD.

WHEREAS the City is planning to dispose of the property; AND

WHEREAS the City Council will hold a public hearing on June 5, 2023, to vacate the right-of-way; AND

WHEREAS the City Council would like to vacate the public right-of-way in pursuit of one of the goals in the Building Bondurant Comprehensive Plan which is to "Encourage retail, restaurant, and entertainment uses on the first floor of downtown buildings to promote all-day activity and a vibrant street frontage, including outdoor dining opportunities along the sidewalk area."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bondurant, Iowa, that the public hearing date is set for June 19 at 6:00 p.m. at 200 Second Street NE, Bondurant, IA.

BE IT FURTHER RESOLVED that anyone wishing to speak on this matter is encouraged to attend.

Passed this 5th day of June 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				

Index Legend	
City:	Bondurant
County:	Polk
Description:	Pt. of Lots 5, 6, 7 and 8, Block 4, Town of Bondurant
Requestor:	City of Bondurant
Proprietor:	City of Bondurant
Surveyor:	Michael D. Lee
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

PROPERTY OWNER:
CITY OF BONDURANT
200 2nd STREET NE
BONDURANT, IA 50035

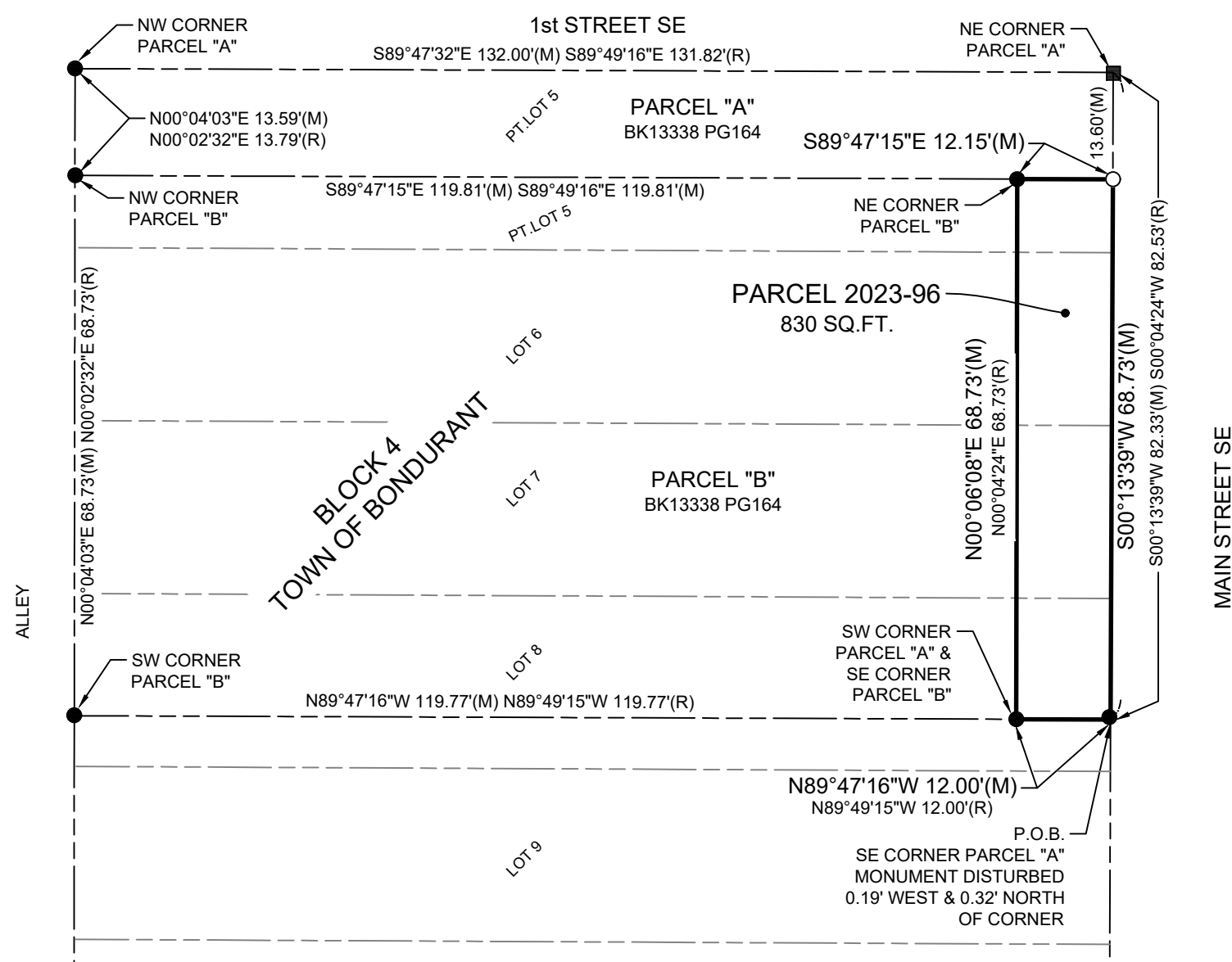
PLAT OF SURVEY
FOR PARCEL 2023-96

PS-01

LEGAL DESCRIPTION PARCEL 2023-96:

A PART OF PARCEL "A" IN PART OF LOTS 5, 6, 7 AND 8, BLOCK 4 OF THE TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13338, PAGE 164 IN THE POLK COUNTY RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°47'16" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 12.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°06'08" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 68.73 FEET TO THE NORTHEAST CORNER OF PARCEL "B" IN SAID PART OF LOTS 5, 6, 7 AND 8, BLOCK 4 OF THE TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13338, PAGE 164 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°47'15" EAST, 12.15 FEET TO THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 00°13'39" WEST ALONG SAID EAST LINE, 68.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 830 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENT OF RECORD.



LEGEND

- FOUND 1/2" REBAR W/ORANGE CAP#19515
- FOUND CUT "X"
- SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- PROPERTY LINE

1 Inch = 20 ft.

FIELD SURVEY COMPLETED: APRIL 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.

PRELIMINARY

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

Michael D. Lee
No. 16747
IOWA

SURVEY FOR:
CITY OF BONDURANT
200 2nd STREET NE
BONDURANT, IA 50035
PHONE: (515) 967-2418

V&K PROJECT NUMBER 4284 DATE: 05-23-23



DRAWING #
1
SHEET 1 OF 1



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

Item No. 6.n.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution approving a loan application to the State Revolving Fund for the Construction of the Water Tower and Water Mains in the amount of \$7,750,000

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: City staff have been working with the City Engineer to move forward with design and construction of the City's water tower and water mains. The City plans to construct a 1,000,000 gallon water tower and 12-inch water main to connect the water tower to existing water distribution system. To do so, staff previously submitted a design loan application to the State Revolving Fund as this is the most economical way of funding the planning and eventual construction of these improvements. The attached resolution authorizes staff to submit the attached application for a construction loan. The supporting documentation that is required with the construction loan application is to perform financial information noted on the second page of the construction loan application.

Attached is additional information about the project that was included in a public hearing this past February.

FUNDING SOURCE: Water Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-116
2. Water Tower SRF Construction Loan Application
3. FS-77-23-DWSRF-011_EID

CITY OF BONDURANT
RESOLUTION NO. 230605-116

RESOLUTION APPROVING LOAN APPLICATION TO THE STATE
REVOLVING FUND FOR CONSTRUCTION OF WATER TOWER AND
WATER MAINS IN THE AMOUNT OF \$7,750,000

WHEREAS, the City currently provides water service through two connections to the Des Moines Water Works; AND

WHEREAS, the City of Bondurant currently does not have water storage within its water distribution system; AND

WHEREAS, due to the recent and expected growth the City has reached a size where proper operation of its water distribution system requires water storage within the distribution system; AND

WHEREAS, the City has determined construction of a 1,000,000 gallon water tower and associated 12-inch water mains is a high priority for the future operations and to meet future needs; AND

WHEREAS, to continue to plan and design these projects, the City wishes to seek a State Revolving Fund construction loan due to its beneficial rates.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that staff is directed to submit a construction loan application to the State Revolving Fund for the water tower and water mains in the amount of \$7,750,000.

Passed this 5th day of June 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				

Construction Loan Application

Applicant Information			
Applicant:	City of Bondurant		
Tax ID Number:	42-6004287		
Contact Person and Title:	Marketa Oliver, City Administrator		
Street Address:	200 2nd Street NE Box 37	State:	Iowa
City:	Bondurant	Zip Code:	50035
Telephone Number:	515-967-2418	County:	Polk
E-Mail:	moliver@cityofbondurant.com		

Project Information

- ☐ Clean Water SRF NPDES Number: _____
☒ Drinking Water SRF PWSID Number: 7717032

Please write a brief description of the proposed project:
Construction of a new 1,000,000 gallon water tower and 12-inch water main to connect water tower to existing water distribution system.

Have construction contracts been awarded? Yes ☒ No ☐

If Yes, provide the actual contract dates. If No, provide the expected dates:

Construction Start Date:	July 2023
Substantial Completion Date:	November 2024
Final Completion Date:	May 2025

Funding Information

Does this project have other funding? Check all that apply:

CDBG ☐ USDA-RD ☐ WTFAP ☐

Are you interested in an extended term loan (up to 30 years)? Yes ☐ No ☒

If yes, has the extended term worksheet been submitted to DNR? Yes ☐ No ☐

Date submitted or expected date of submission:

Type of Debt Requested:

Revenue ☒ G.O. ☐ Combination ☐

Tax Exempt ☒ Taxable ☐ Combination ☐

Project Cost Breakdown

Administrative, Financial & Legal expenses	\$ 55,000
Planning & Design expenses	\$ 212,000
Engineering construction expenses	\$ 249,500
Construction Water Main	\$ 1,995,059
Equipment	\$
Construction Water Tower	\$ 4,851,000
Land Acquisition	\$ 148,020
other expenses	\$
other expenses	\$
Contingency	\$ 201,000
Total Project Cost	\$
Minus Funds from other sources	\$ 0
SRF Loan Subtotal	\$ 7,711,579
1/2% loan origination fee (.005 x SRF amount)	\$ 38,558
Total SRF Loan (round to nearest \$1,000)	\$ 7,750,000

Sources of Funds

Total SRF Loan	\$ 7,750,000
other funding sources	\$
other funding sources	\$
other funding sources	\$
Total Source of Funds	\$ 7,750,000

The application must include the following documentation with the completed application.

- ☐ A pro-forma prepared by a registered Municipal Advisor showing detail of the revenues, expenses, outstanding debt and debt coverage ratios for the system. At a minimum, the pro-forma should show financial information based on actuals for the past two-years, the current year and projections for the next two years.
- ☐ Documentation that demonstrates the appropriate action has been taken to implement the utility rate recommendation of the Municipal Advisor set forth in the 5-year pro-forma cash flow analysis.

The undersigned is duly authorized to request this loan on behalf of the Borrower. The Borrower declares under penalty of law that all facts given, and information attached are true and correct. The Borrower authorizes IFA to verify all information.

Authorized Signature _____ Date

Typed Name and Title Marketa Oliver, City Administrator

Submit Completed Application and Pro-Forma to SRF Program Staff at:
waterquality@iowafinance.com
 515 452-0400

Why You Should Read This: The document below reviews the environmental impact likely from a project. This project is planned to be federally funded through your tax dollars; therefore, you are entitled to take part in its review. If you have concerns about the environmental impact of this project, raise them now. We encourage public input in this decision making process.



IOWA STATE REVOLVING FUND
ENVIRONMENTAL INFORMATION DOCUMENT

PROJECT IDENTIFICATION

Applicant: City of Bondurant
County: Polk

SRF Number: FS-77-23-DWSRF-011
Iowa DNR Project Number: W2022-0488

State: Iowa

COMMUNITY DESCRIPTION

Location: The City of Bondurant is located in Polk County, Iowa approximately 11 miles northeast of Des Moines, Iowa and 36 miles southwest of Marshalltown, Iowa.

Population: The population of Bondurant according to the 2020 US Census was 7,365. The design population equivalent for the year 2025 is 19,500.

Current Distribution System: The City's water distribution system was originally constructed in the older portion of the City of Bondurant near the existing downtown area. The original water supply, water treatment, and storage facilities were all located in this area.

Since 2001, the City has purchased all water for its system from the Des Moines Water Works (DMWW). The City of Bondurant no longer owns and operates its own water supply system or water treatment facility. The City purchases water through two connections.

The City's water distribution system does not currently have water storage. The City's water system is limited to the capacity that can be supplied by the connections to the DMWW. The maximum capacity that can be achieved from the connections is in the range of 900 to 1000 gpm when the non-City demands on their mains are considered. However, that capacity will vary from time to time depending on the water level in the DMWW's tower located northwest of the City. The Bondurant water distribution system operates on the system pressure of the DWMM system. This pressure is established by a booster station on one of the connections between the Bondurant and DMWW systems.

When the City first connected to DMWW system in 2001, the peak demand in the City was significantly less than the maximum capacity available from the two connections. The City's

average daily demand has since quadrupled. While this can still be met by the DMWW system, the peak day demand is now reaching the maximum capacity that can be supplied from the two connections. Peak hour demands are at or slightly above the capacity of the connections and are met by backfill from the DMWW water tower located northwest of the City.

The City must manage any planned peak usages as those could easily exceed the available capacity of the DWMM system and result in widespread reductions in pressure in the Bondurant water distribution system. While those pressure decreases to date have always been minor and adequate pressure has been maintained, the impact of the increasing growth and demand has become more apparent.

PROJECT DESCRIPTION

Purpose: The purpose of this project is to make improvements to the drinking water infrastructure to enhance its reliability and increase capacity to safely and reliably operate the City of Bondurant's water system for the next 20 years.

Proposed Improvements: The proposed project includes the construction of a 1,000,000-gallon elevated storage tank. The foundation of the storage tank will be approximately 50 ft in diameter. The site will require minor grading and construction of an access road. The project will also include construction of approximately 26,500 LF of water main to connect to the City's existing water infrastructure at two points. The construction of the water main will require a trench approximately 5ft wide by 6 ft deep located between the existing roadways and edge of right-of-way.

ALTERNATIVES CONSIDERED

Alternatives Considered: Alternatives considered to address the community's need for maintaining adequate pressure during all flow conditions include: Constructing a composite 1,000,000-gallon elevated storage tank, construction a steel 1,000,000-gallon elevated storage tank, or no action.

Reasons for Selection of Proposed Alternative: The No-Action alternative is not viable due to the increasing demand on the City of Bondurant's water distribution system and the need to maintain safe, effective pressure within the system.

A composite tower is proposed due to the recent increase in steel prices. Historically, composite elevated storage tanks were costlier to construct than a steel tower, but composite towers were considered cost effective due to the lower long-term maintenance costs. Recently, the cost relationship of steel and composite towers has shifted. Composite towers are currently less costly to construct than steel towers. The recent towers constructed in the Des Moines area such as the City of Grimes, the West Des Moines Water Works, and the City of Altoona have been composite style due to its lower construction cost and lower long-term maintenance cost.

If the cost of the two styles is closer to equivalent at the time the City bids the project, the City may consider the steel fluted tower to minimize project costs. This is not likely given the recent trend.

The City evaluated several sites for the proposed tower. The City's preference from an operational perspective is to locate the tower on the opposite end of the distribution system from the water supply. The project site was selected for the availability of land, as well as minimization of the impacts to the environment.

MEASURES TAKEN TO ASSESS IMPACT

Coordination and Documentation with Other Agencies and Special Interest Groups:

The following Federal, state and local agencies were asked to comment on the proposed project to better assess the potential impact to the environment:

- U.S. Army Corps of Engineers
- U.S. Fish and Wildlife Service
- Natural Resources Conservation Service
- State Historical Society of Iowa (State Historical Preservation Office)
- Iowa DNR Conservation and Recreation Division
- Iowa DNR Flood Plain Management Section
- Citizen Band Potawatomi Indian Tribe
- Flandreau Santee Sioux
- Ho-Chunk Nation
- Iowa Tribe of Kansas and Nebraska
- Iowa Tribe of Oklahoma
- Kickapoo Tribe in Kansas
- Kickapoo Tribe of Oklahoma
- Lower Sioux Indian Community Council
- Miami Tribe of Oklahoma
- Omaha Tribal Council
- Osage Tribal Council
- Otoe-Missouria Tribe
- Pawnee Nation of Oklahoma
- Peoria Tribe of Indians of Oklahoma
- Ponca Tribe of Indians of Oklahoma
- Ponca Tribe of Nebraska
- Prairie Band Potawatomi Nation
- Prairie Island Indian Community
- Sac & Fox Nation of Mississippi in Iowa
- Sac & Fox Nation of Missouri
- Sac & Fox Nation of Oklahoma
- Santee Sioux Nation
- Shakopee Mdewakanton Sioux Community
- Sisseton-Wahpeton Oyate
- Spirit Lake Tribal Council
- Three Affiliated Tribes Mandan, Hidatsa & Arikara Nations
- Upper Sioux Tribe

Winnebago Tribal Council
Yankton Sioux Tribal Business and Claims Committee

No adverse comments were received from any agencies or general public. Conditions placed on the applicant by the above agencies in order to assure no significant impact are included in the Summary of Reasons for Concluding No Significant Impact section.

ENVIRONMENTAL IMPACT SUMMARY

Construction: Traffic patterns within the community may be disrupted and above normal noise levels in the vicinity of the construction equipment can be anticipated during construction and should be a temporary problem. Adverse environmental impacts on noise quality will be handled by limited hours of contractor work time during the day. Other adverse environmental effects from construction activities will be minimized by proper construction practices, inspection, prompt cleanup, and other appropriate measures. Areas temporarily disturbed by the construction will be restored. Solid wastes resulting from the construction project will be regularly cleared away with substantial efforts made to minimize inconvenience to area residents.

Care will be taken to maintain dirt to avoid erosion and runoff. The proposed project will disturb soils over an area greater than one acre; therefore, the applicant is required to obtain an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) and abide by its terms. Provided that this permit is obtained and the terms of which are abided by, no significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Temporary air quality degradation may occur due to dust and fumes from construction equipment. The applicant shall take reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 Iowa Administrative Code IAC 23.3(2)“c”).

Historical/Archaeological: Various Native American tribes with an interest in the area and the Certified Local Government were provided information regarding the project. A Phase I Archeological investigation of the proposed project area has been conducted. Results from this investigation have been submitted to the State Historical Preservation Office (SHPO) for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse affect on historic properties” can be appropriately reached with or without mitigation. However, if project activities uncover any item(s) that might be of archaeological, historical, or architectural interest, or if important new archaeological, historical, or architectural data should be encountered in the project APE, the applicant should make reasonable efforts to avoid further impacts to the property until an assessment can be made by an individual meeting the Secretary of the Interior’s professional qualifications standards (36 CFR Part 61).

Environmental: According to the Iowa DNR Conservation and Recreation Division, the proposed project will not interfere with any State-owned parks, recreational areas or open spaces. The U.S. Army Corps of Engineers concurs that the project will not impact

wetlands. The project will not impact any wild and scenic rivers as none exist within the State of Iowa. The U.S. Fish & Wildlife Service Section 7 Technical Assistance website consultation determined, and Iowa DNR Conservation and Recreation Division agree, that the project will not impact protected species or their habitats. However, if any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required. According to the Iowa DNR Flood Plain Management Section, this project will not impact the 100-year floodplain. No adverse impacts are expected to result from this project, such as those to surface water quantity, or groundwater quality or quantity. No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected.

Land Use and Trends: The project will not displace population nor will it alter the character of existing residential areas. The proposed project is within the present corporate limits of Bondurant in areas zoned residential, commercial, or industrial. No significant farmlands will be impacted. An analysis of the farmland conversion impact was completed. Removing this area from production should not have a significant impact on corn or soybean production in the area, nor should it have a significant impact on the agricultural industry in the area. This project should not impact population trends as the presence or absence of existing water/sewer infrastructure is unlikely to induce significant alterations in the population growth or distribution given the myriad of factors that influence development in this region. Similarly, this project is unlikely to induce significant alterations in the pattern and type of land use.

Irreversible and Irretrievable Commitment of Resources: Fuels, materials, and various forms of energy will be utilized during construction

Nondiscrimination: All programs, projects, and activities undertaken by DNR in the SRF programs are subject to federal anti-discrimination laws, including the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, and section 13 of the Federal Water Pollution Control Amendments of 1972. These laws prohibit discrimination on the basis of race, color, national origin, sex, disability, or age.

POSITIVE ENVIRONMENTAL EFFECTS TO BE REALIZED FROM THE PROPOSED PROJECT

Positive environmental effects will be maintained water quality in Bondurant. The new elevated storage tank will allow the City of Bondurant to maintain compliance with department requirements and will better assist in the prevention of water supply contamination associated with inadequate pressures within the distribution system.

SUMMARY OF REASONS FOR CONCLUDING NO SIGNIFICANT IMPACT

- The project will not significantly affect the pattern and type of land use (industrial, commercial, agricultural, recreational, residential) or growth and distribution of population.
- The project will not conflict with local, regional or State land use plans or policies.
- The project will not impact wetlands.

- The project will not affect threatened and endangered species or their habitats. If any State- or Federally-listed threatened or endangered species or communities are found during the planning or construction phases, additional studies and/or mitigation may be required.
- The project will not displace population, alter the character of existing residential areas, or convert significant farmlands to non-agricultural purposes.
- The project will not affect the 100-year flood plain.
- The project will not have effect on parklands, preserves, other public lands, or areas of recognized scenic or recreational value.
- A Phase I Archeological investigation of the proposed project area was conducted. Results from this investigation have been submitted to the State Historical Preservation Office for review. The project will only proceed as planned if a determination of either “no historic properties affected” or “no adverse affect on historic properties” can be appropriately reached with or without mitigation.
- The project will not have a significant adverse effect upon local ambient air quality provided the applicant takes reasonable precautions to prevent the discharge of visible emissions of fugitive dusts beyond the lot line of the property during the proposed project (567 IAC 23.3(2)“c”).
- The project will not have a significant adverse effect upon local ambient noise levels, surface water quantity, groundwater quality or quantity, or water supply.
- No significant impact to surface water quality, fish, shellfish, wildlife, or their natural habitats is expected provided that an NPDES General Permit Number 2 (for storm water discharge associated with construction activities) is obtained and the terms of which are abided by.

The project description, scope, and anticipated environmental impacts detailed above are accurate and complete to the best to my knowledge.

Signature of the Mayor, City of Bondurant

Doug Elrod

Printed Name of the Mayor, City of Bondurant

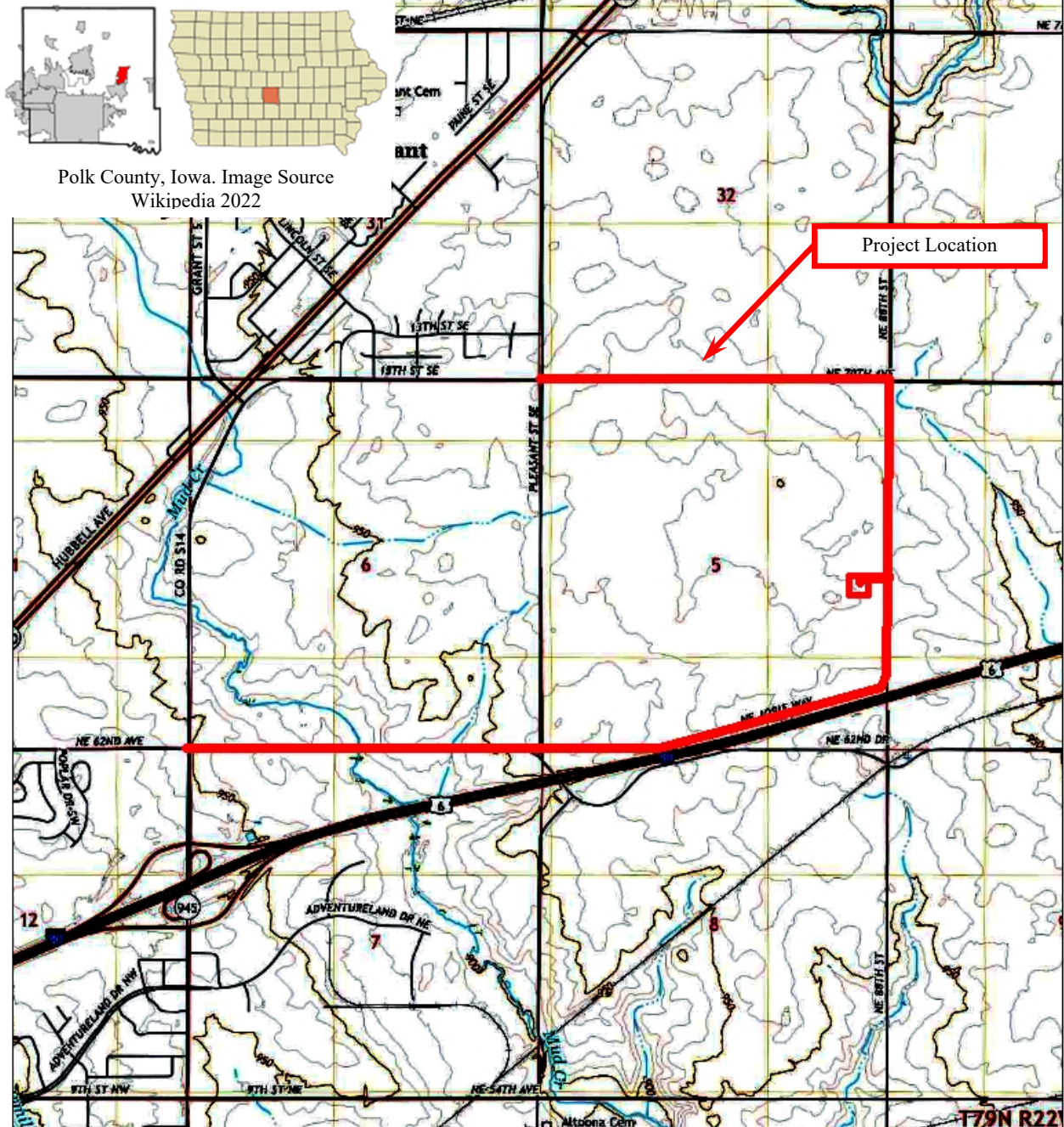
February 6, 2023

Date

USGS 7.5 Minute Quadrangle: Altoona
 Sections: SE ¼ of 01 Township: 79 N, Range: 23 W
 Sections: 04, 05, 06, Township: 79 N, Range: 22 W
 Sections: 32, Township: 80 N, Range: 22 W
 Date: 1972
 Scale: 1 Inch = 2,000 Feet



North



USGS Topographic Map

Elevated Storage Tank New Construction
 Bondurant, IA



State Revolving Fund
 502 East 9th Street
 Des Moines, IA 50319-0034

Location information provided by Veenstra & Kimm, Inc.



North



Aerial Photograph

Elevated Storage Tank New Construction
Bondurant, IA



State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034



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

Item No. 6.o.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution approving Park Side Trail Professional Services Agreement with Shive Hattery in the amount of \$55,400

CONTACT PERSON:

Marketa Oliver, City Administrator
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: The City has been working to improve pedestrian connectivity throughout the community. A key project to promote pedestrian connectivity is the Park Side Trail, which will connect the Park Side neighborhood to the Bondurant Recreational Sports Complex, further providing access to the Chichaqua Valley Trail, which then creates access to the broader trail and sidewalk network throughout Bondurant. The City has secured grants towards this project, including a \$100,000 Land and Water Conservation Grant, a \$23,673 REAP grant, and a \$2,500 Polk County Community Betterment Grant.

To advance the project, it is necessary to move forward with engineering and design services. The attached resolution approves an agreement with Shive Hatter for Civil Engineering and Land Surveying services for the development of the Park Side to CVT trail connection in the open space north of Lake Petocka. The proposed 10' PCC trail section will be approximately 1,100 linear feet and serve as a connection linking the Top Farms and Park Side neighborhoods to the Bondurant Recreational Sports Complex (BRSC), Lake Petocka, and the greater Chichaqua Valley Trail (CVT) network. An alternate sidewalk connection may be made from the proposed trail to the existing sidewalks located in the ballfields to the east. Features to be included with the development of the trail include a box culvert crossing over Santiago Creek, solar-charging bench rest areas, trees and other native plantings, stone outcropping fishing nodes, and fencing adjacent to the trail. It is anticipated the project will be bid as a single bid package but separated into two divisions based on REAP and LWCF funding sources.

The agreement includes Civil Engineering, Landscape Architecture, Land Surveying, Environmental Permitting and Bid Phase Services. Fees for the services would be as follows:

Description	Fee
-------------	-----

Topographic Survey	\$5,800
Permitting	\$13,500
Design and Construction Documents	\$36,100
Total	\$55,400

FUNDING SOURCE: Grants/LOSST/Bonds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-117
2. Parkside Trail Proposal for Services Design Contract

CITY OF BONDURANT
RESOLUTION NO. 230605-117

RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
SHIVE HATTERY FOR THE PARK SIDE TRAIL CONNECTION IN THE AMOUNT OF
\$55,400

WHEREAS, the Building Bondurant Comprehensive Plan includes the following Policies and Action Item;

- Policy 19D: Strive to have most Bondurant residents live within a reasonable 5-to-10-minute walk to a park.
- Action Item 19A: Continue to activate and expand access to Lake Petocka for recreation and educational uses.
- Policy 21A: Expand trails in Bondurant in accordance with the Future Trails Plan.
- Policy 21C: Connect new and older parks with trail or sidewalk connections.

WHEREAS the 2022 Community Visioning Plan includes the following Objective: Construct a trail linking the new Park Side and Top Farms residential developments to the Lake Petocka/BRSC area via a paved trail and connection over Santiago Creek; AND

WHEREAS the existing Park Side neighborhood and future Featherstone neighborhood are currently not connected to the trail network and are not connected to the Bondurant Recreational Sports Complex and Lake Petocka area; AND

WHEREAS a trail connection is proposed to connect the existing Park Side neighborhood and future Featherstone neighborhood to the Bondurant Recreational Sports Complex and Lake Petocka area to allow for safe pedestrian and biking access to this area; AND

WHEREAS a key project to promote pedestrian connectivity is the Park Side Trail, which will connect the Park Side neighborhood to the Bondurant Recreational Sports Complex, further providing access to the Chichaqua Valley Trail, which then creates access to the broader trail and sidewalk network throughout Bondurant; AND

WHEREAS the City has secured grants towards this project, including a \$100,000 Land and Water Conservation Grant, a \$23,673 REAP grant, and a \$2,500 Polk County Community Betterment Grant; AND

WHEREAS Shive Hattery has submitted a proposal for services including Civil Engineering, Landscape Architecture, Land Surveying, Environmental Permitting and Bid Phase Services.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the professional services agreement with Shive Hattery for the Park Side Trail Connection in the amount of \$55,400 is hereby approved pending review of legal counsel.

Passed this 5th day of June 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				

PROFESSIONAL SERVICES AGREEMENT

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

PROJECT: Park Side to CVT Trail Connection

PROJECT LOCATION: Bondurant, IA

DATE OF AGREEMENT: February 20, 2023

PROJECT DESCRIPTION

This project includes Civil Engineering and Land Surveying services for the development of the Park Side to CVT trail connection in the open space north of Lake Petocka. The proposed 10' PCC trail section will be approximately 1,100 linear feet and serve as a connection linking the Top Farms and Park Side neighborhoods to the Bondurant Recreational Sports Complex (BRSC), Lake Petocka, and greater Chichaqua Valley Trail (CVT) network. An alternate sidewalk connection may be made from the proposed trail to the existing sidewalks located in the ballfields to the east.

Features to be included with the development of the trail include a box culvert crossing over Santiago Creek, solar-charging bench rest areas, trees and other native plantings, stone outcropping fishing nodes, and fencing adjacent to the trail.

It is anticipated the project will be bid as a single bid package but separated into two division based on REAP and LWCF funding sources. Refer to **Attached Exhibit** for scope of improvements.

SCOPE OF SERVICES

We will provide the following services for the project:

Civil Engineering, Landscape Architecture, Land Surveying, Environmental Permitting and Bid Phase Services.

These services will consist of the following tasks:

Project Management and Coordination

- 1) Project Meetings
 - a) Kickoff Meeting - The consultant shall coordinate and lead a project kickoff meeting with appropriate City staff.
 - b) Project Review Meetings – The consultant shall lead project review meetings City staff at key stages during the design process – meetings are anticipated at 60%, and 90% review.
 - c) Prepare meeting minutes and documentation of items discussed at project meetings
- 2) Bi-Weekly Progress Reporting – The consultant shall provide progress reporting with action items on a bi-weekly basis throughout the design process
- 3) Quality Control – The Consultant will provide on-going Quality Control throughout the design process and thorough plan review prior to milestone submittals.



Data Collection

- 1) The Consultant shall perform field and office tasks required to collect topographic data deemed necessary to complete the project.
- 2) The Consultant will conduct field surveys to obtain topographic data, ground elevations, and cross sections required for the development of the Project.
- 3) The Consultant will contact the various utility companies and collect available information on underground utility locations and incorporate such available utility information into the base mapping of the project. Utilities to be researched include sanitary sewer, storm sewer, electric, gas, water, telephone, cable, and fiber optic lines.
- 4) It is assumed boundary survey to retrace and determine locations of property lines, right-of-way lines, and property ownership is not required for the design and construction of this project.

Permitting

- 1) Wetland Delineation
 - a. Shive-Hattery will provide a wetland and Waters of the United States (WOTUS) delineation for the project area. The delineation will use mandatory technical criteria, field indicators, and other sources of information to evaluate whether the project area has potentially jurisdictional wetlands or WOTUS. The delineation will be performed by an experienced environmental scientist or engineer. If wetlands or WOTUS are present, the upper boundaries within the project area will be identified and mapped.
 - b. The delineation will identify where the upper boundaries of wetlands and WOTUS are located. Documentation of vegetation communities, hydrology, and soils will be performed as outlined by the 1987 US Army Corps of Engineers (USACE) Wetland Delineation Manual and Midwest Regional (2010) Supplement.
 - c. Assemble and review available public information including United States Geological Survey (USGS) topo maps, National Wetlands Inventory (NWI) maps, United States Department of Agriculture (USDA) Soil Survey maps, and historical aerial photographs as a preliminary desktop review prior to field work.
 - d. Perform an on-site visit to gather data pertaining to hydrophytic vegetation, wetland hydrology, and hydric soils. The following will be performed at each data point location within suspected wetland areas on site.
 - i. Assess vegetation stratum (i.e., trees, saplings/shrubs, herbs, and woody vines). Vegetation will be classified by genus and species.
 - ii. Evaluate soil for hydric indicators by digging soil samples.
 - iii. Observe the presence of wetland hydrology indicators.
 - e. Utilize a hand-held GPS unit (sub-meter accuracy) to map the boundaries of all delineated wetlands within the project area.
 - f. Prepare maps that show the delineated wetland and WOTUS area(s).
 - g. Submit a Wetland and Waters of the United States Delineation Report to the client that can be used for submittal to the USACE. This report will include, but is not limited to sample locations, data forms, site photos, maps of the wetland area(s), and explanation of the results of the investigation.
- 2) Wetland and Stream Permitting
 - a. A permit application will be prepared and submitted to the Iowa Department of Natural Resources and Rock Island District Corps of Engineers through the Permit and Environmental Review Management Tool (PERMT). This application will be utilized to obtain applicable Iowa DNR Flood Plain Management, Sovereign Lands/Environmental Review, Section 401 Water Quality Certification, and U.S. Army Corps of Engineers Section 404 permits. Shive-Hattery will act as the Authorized Agent throughout the permitting process. During this process, Shive-Hattery staff will respond to inquiries from the Iowa Department of Natural Resources and Rock Island District Corps of Engineers.
 - b. Coordination with the US Army Corps for purchase of stream mitigation credits.

- 3) Floodplain Permitting
 - a. Obtain effective HEC-RAS model from FEMA or the Iowa Flood Center to be used as the basis of analysis.
 - b. Review anticipated hydrology and expected peak discharge events using standard Iowa DOT methodology.
 - c. Prepare HEC-RAS modeling in accordance with FEMA guidance for a floodplain permitting.
 - d. Coordinate with civil designers to set culvert elevations and size. Provide flood characteristics for design including freeboard requirements and hydraulic loading associated with flood debris and ice, if expected.
 - e. The culvert structure would be designed so that the backwater is minimized to less than 1.0 feet. We would review and minimize impacts to adjacent structures, if anticipated. A "no-rise" certificate is not anticipated to be required.
 - f. Prepare a hydraulic memo detailing impact of the proposed structure and submit to the DNR for floodplain permitting. This memo will be prepared and certified by a professional engineer. Estimated review times by the Iowa DNR would be 90 days.
 - g. We anticipate floodplain permitting to be required as the drainage area is greater than 2 square miles.
- 4) NPDES Permitting
 - a. The Consultant shall coordinate the required NPDES permit publishing of the public notice of stormwater discharge and provide proof of publication to the contractor.

Preliminary Design and Plan Preparation

- 1) The consultant will perform preliminary design services in the preparation of design plans and specifications depicting the proposed trail extension and improvements. The plans at the completion of preliminary design will be approximately 60% complete.
- 2) Tasks included within the preliminary design include:
 - a) Preliminary plan and profile drawings for the proposed trail
 - b) Hydraulic modeling of Santiago Creek at proposed crossing to determine size and type of culvert crossing.
 - i) It is anticipated the proposed culvert may overtop and allow flows to freely flow across the trail in storm events larger than a 10-year reoccurrence interval.
 - c) Placement and detailing of proposed solar benches
 - d) Identify type and location of proposed native plantings
 - e) Detail and location of proposed limestone fishing nodes
 - f) Identify constraints or conflicts which affect the anticipated cost & location of the proposed facilities.
 - g) Coordination of the proposed project with existing utilities.
 - h) Establish project bid items and quantities
 - i) Prepare and submit various wetland and floodplain permitting to governing jurisdictions for review and comment.
- 3) Plan sheets anticipated to be included
 - a) Title and General Information Sheets (A Sheets)
 - b) Typical Cross Sections (B Sheets)
 - c) Project Quantities (C Sheets)
 - d) Trail Plan and Profile (D Sheets)
 - e) Reference Ties and Bench Marks (G Sheets)
 - f) Geometric and Staking Sheets (L Sheets)
 - g) Landscaping Plan (P Sheets)
 - h) Special Detail Sheets (U Sheets)
 - i) Culvert Type Size & Location Plan (V Sheets)
 - j) Cross Sections (W Sheets)
- 4) Opinion of probable construction cost
- 5) Provide Preliminary Plans for review by applicable staff with requested deadline for comments.
- 6) Address comments and incorporate into project documents. Consultant shall reach final consensus on recommended improvements through a review meeting with City staff.

Final Design and Plan Preparation

- 1) Based upon approved preliminary design, the Consultant shall subsequently proceed with final design, construction drawings, and specifications.
- 2) Tasks included within the final design include:
 - a) Finalize alignment and profile for the proposed trail
 - b) Update plans per comments received from City through 60% review set
 - c) Respond to comments, update, and submit final wetland and floodplain applications for concurrence and approval.
 - d) Update plan quantities and estimate reference notes
 - e) Update opinion of probable construction cost
 - f) Preparation of project manual for review
- 3) Plan sheets anticipated to be included
 - a) Title and General Information Sheets (A Sheets)
 - b) Typical Cross Sections (B Sheets)
 - c) Project Quantities (C Sheets)
 - d) Trail Plan and Profile (D Sheets)
 - e) Reference Ties and Bench Marks (G Sheets)
 - f) Geometric and Staking Sheets (L Sheets)
 - g) Landscaping Plan (P Sheets)
 - h) Special Detail Sheets (U Sheets)
 - i) Culvert Type Size & Location Plan (V Sheets)
 - j) Cross Sections (W Sheets)
- 4) Provide Final (90%) Plans and project manual for review by applicable staff with requested deadline for comments.
 - a) Address comments and incorporate into project documents. Consultant shall reach final consensus on recommended improvements through a review meeting with City staff.
 - b) Update opinion of probable construction cost for bidding
 - c) Provide final plans and project manual for bidding

Bid Phase Services

- 1) It is assumed construction will be completed in a single bid package.
- 2) The Consultant will coordinate and manage the letting process for the project including preparing the formal Notice of Hearing and Letting, and plan clarification and addenda. Consultant to attend bid opening, prepare the bid tabulation, make recommendation of award of contract, and secure the necessary contractual documents.

Construction Phase Services have not been included under this contract.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

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

SCHEDULE

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

- It is understood the City wishes to construct the project as outlined in this Scope of Services Summer 2023.

COMPENSATION

Description	Fee	Fee Type	Total
Topographic Survey	\$5,800	Fixed Fee	\$5,800
Permitting	\$13,500	Fixed Fee	\$13,500
Design and Construction Documents	\$36,100	Fixed Fee	\$36,100
TOTAL	\$55,400		\$55,400

Fee Types:

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

Expenses:

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

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

ADDITIONAL SERVICES

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

1. Environmental permitting or testing services beyond those identified in the Scope of Services.
2. Engineering services other than those listed in the Scope of Services.
3. Detailed storm drainage analysis and storm sewer network design.
4. Changes subsequent to previously approved design decisions.
5. Bridge engineering and design services.
6. Geotechnical Engineering services.
7. Lighting or electrical circuitry design.
8. Multiple bid packages and bidding phases.
9. Right of Way and Easement acquisition services.
10. Construction administration or observation services
11. Construction materials testing
12. Construction Staking
13. Public Meetings

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 2022

PARTIES

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

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

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

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

INDEMNIFICATION

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

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

HAZARDOUS MATERIALS - INDEMNIFICATION

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

STANDARD OF CARE

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

BETTERMENT

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

RIGHT OF ENTRY

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

PAYMENT

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

TERMINATION

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

INFORMATION PROVIDED BY OTHERS

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

UNDERGROUND UTILITIES

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

CONTRACTOR MATTERS

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

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the

Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

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

CONSTRUCTION OBSERVATION

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

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

OTHER SERVICES

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

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

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

DISPUTE RESOLUTION

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

EXCUSABLE EVENTS

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

ASSIGNMENT

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

SEVERABILITY, SURVIVAL AND WAIVER

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

GOVERNING LAW

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

EQUAL EMPLOYMENT OPPORTUNITY

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

COMPLETE AGREEMENT

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

ACCEPTANCE

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

AGREEMENT

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

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

Sincerely,
SHIVE-HATTERY, INC.



David Fliehler, PE, Project Manager
Dfliehler@shive-hattery.com

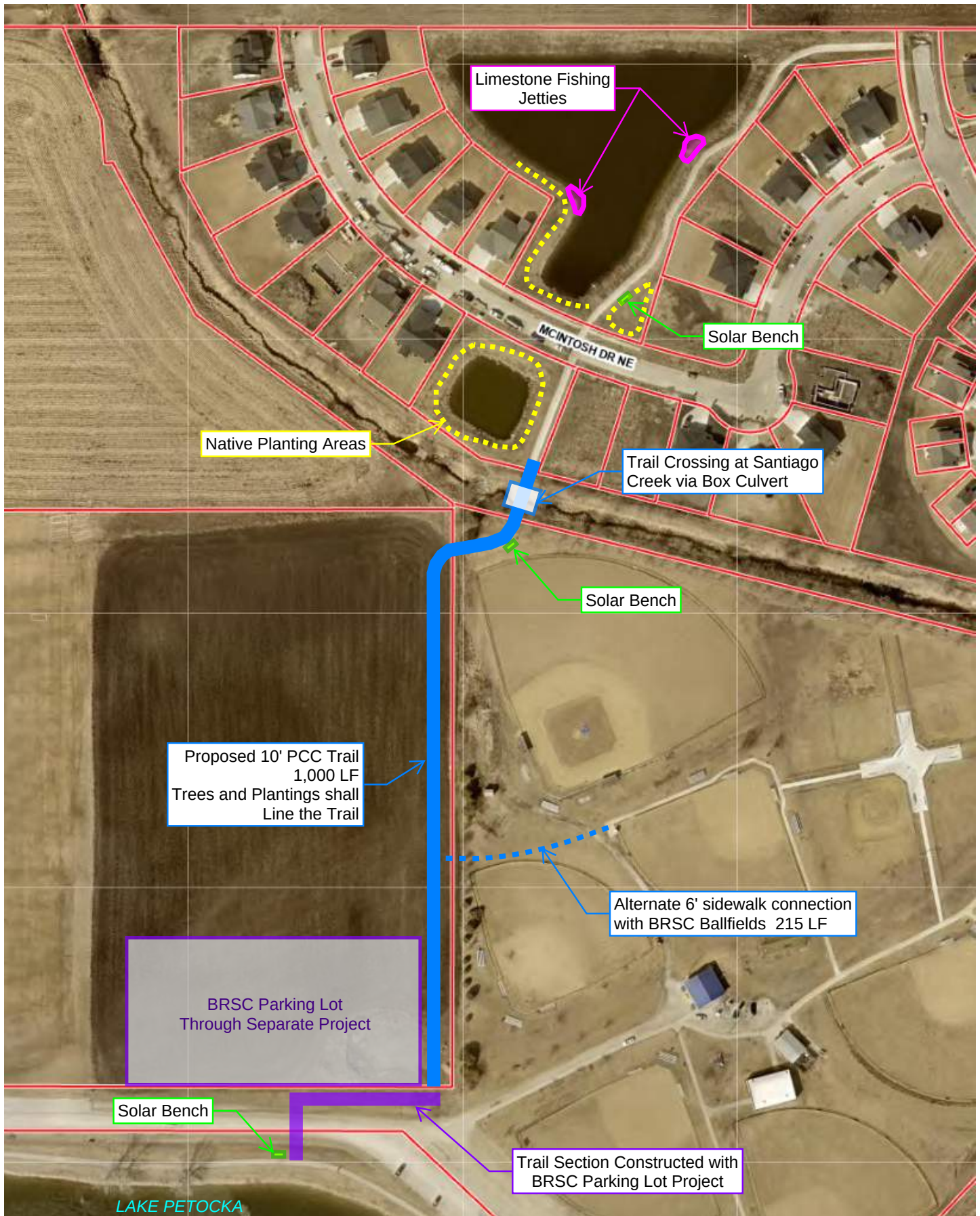
AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Bondurant, IA

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

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

CC: File



02/15/2023



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

Item No. 7.a.
For Meeting of 6/5/2023
Public Hearing

TITLE: Public Hearing regarding vacation of public Right-of-Way in the Downtown Bondurant

CONTACT PERSON:

Marketa Oliver, City Administrator
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Attached is a plat of survey for the vacation of right-of-way in downtown Bondurant. The City Council set a public hearing date for June 5, 2023 at 6:00 p.m. at its May 22, 2023 meeting and said hearing was published as required by State law. The adjacent property owner is interested in the property in order to expand patio seating.

The City is in receipt of a right-of-way vacation request for the existing right-of-way located along 100 Main Street SE. SALACL LLC is the property owner of Parcel 231/00096-005-000, currently addressed as 100 and 104 Main Street SE. The property owner has requested the City vacate a portion of the existing right-of-way parallel to Main Street SE to be consistent with the right-of-way south of this parcel. The proposed vacation does not include the right-of-way parallel to 1st Street SE. The vacation would include approximately 12 feet of existing sidewalk. The vacation would also affect the existing diagonal parking located in front of this parcel. The diagonal parking is to be replaced with parallel parking, meaning a loss of one parking spot.



Below is the portion of Parcel ID 231/00096-003-000 that is proposed to be vacated:



Comments from City Officials: The following City departments were notified of the submitted vacation: Public Works - reviewed and noted no comments/concerns. Engineering – reviewed and noted no comments/concerns. Fire Department - reviewed and noted no comments/concerns.

The Building Bondurant Comprehensive Plan has one of its goals to "Encourage retail, restaurant, and entertainment uses on the first floor of downtown buildings to promote all-day activity and a vibrant street frontage, including outdoor dining opportunities along the sidewalk area."

The Planning and Zoning Commission met on May 11 and recommended denial of the vacation. They raised parking concerns. The reconfiguration of the street would mean one less parking stall. The City is currently pursuing additional parking opportunities in the downtown area.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Hold the public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 7.b.
For Meeting of 6/5/2023
Public Hearing

TITLE: Public hearing regarding approval of Zoning Code text amendments to Section 177.09 regarding off-street parking area required for restaurants, drive-thrus or night clubs

CONTACT PERSON:

Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: The City of Bondurant is proposing a text amendment to Section 177.09 regarding off-street parking area requirements for restaurants, bars, or night clubs. More specifically, the proposed text amendments would affect the off-street parking requirements for restaurants and drive-thrus. The proposed text amendment's goal is to clean up our off-street parking requirements for restaurants and food service businesses.

Currently, Section 177.09.11.A and B. read as follows:

- A. No substantial carry-out or delivery service, no drive-in service, no service or consumption outside fully enclosed structure allowed - one (1) space per 100 square feet of gross floor area;
- B. Carry-out and delivery service, drive-in service, service or consumption outside fully enclosed structure allowed - one (1) space per 100 square feet of gross floor area plus one (1) space for every four (4) outside seats plus reservoir lane capacity equal to five (5) spaces per drive-in window.

The proposed Section 177.09.A and B. would read as follows:
Restaurants, bars, or night clubs:

- A. one (1) space per fifty (50) square feet of gross floor area devoted to patron use within the property. In addition, one (1) parking space must be provided for each person regularly employed or intended to be regularly employed on the premises during the maximum working shift.
- B. All food and beverage service drive-thrus shall provide a minimum of eleven (11) vehicle queuing spaces per drive-thru, 5 of which must be located ahead of the ordering station if separate from the pick-up window. All other drive-thru and

pick-up windows shall have a minimum of 4 vehicle queuing spaces. Queuing spaces shall be a minimum of 12 feet wide and 20 feet long and must be located within any driveway or parking lot drive aisle and cannot block any designated parking spaces.

The code can be confusing but is suppose to delineate between restaurants that do have carry-out services and those that do not. The proposed text amendments treats all restaurants and food service businesses the same requiring parking spaces based off of gross customer space, plus parking spaces for employees, and queuing spaces for drive-thrus. The proposed text amendment would also relieve parking requirements for drive-thru and carry-out predominant businesses.

The Planning and Zoning Commission voted 6-0 to recommend approval of the text amendment at their May 11, 2023 meeting with one member absent.

FUNDING SOURCE:

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 8.a.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution vacating Public Right-of-Way in Downtown Bondurant

CONTACT PERSON:

Marketa Oliver, City Administrator
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The attached resolution vacates public right-of-way and authorizes staff to dispose of said right-of-way by selling it to the adjacent property owner.

A public hearing on this item was held earlier on the agenda.

The adjacent property owner is interested in the property in order to expand patio seating.

The City is in receipt of a right-of-way vacation request for the existing right-of-way located along 100 Main Street SE. SALACL LLC is the property owner of Parcel 231/00096-005-000, currently addressed as 100 and 104 Main Street SE. The property owner has requested the City vacate a portion of the existing right-of-way parallel to Main Street SE to be consistent with the right-of-way south of this parcel. The proposed vacation does not include the right-of-way parallel to 1st Street SE. The vacation would include approximately 12 feet of existing sidewalk. The vacation would also affect the existing diagonal parking located in front of this parcel. The diagonal parking is to be replaced with parallel parking, meaning a loss of one parking spot.



Below is the portion of Parcel ID 231/00096-003-000 that is proposed to be vacated:



Comments from City Officials: The following City departments were notified of the submitted vacation: Public Works - reviewed and noted no comments/concerns. Engineering – reviewed and noted no comments/concerns. Fire Department - reviewed and noted no comments/concerns.

The Building Bondurant Comprehensive Plan has one of its goals to "Encourage retail, restaurant, and entertainment uses on the first floor of downtown buildings to promote all-day activity and a vibrant street frontage, including outdoor dining opportunities along the sidewalk area."

The Planning and Zoning Commission met on May 11 and recommended denial of the vacation. They raised parking concerns. The reconfiguration of the street would mean one less parking stall. The City is currently pursuing additional parking opportunities in the downtown area.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-118
2. Downtown Right-of-Way Vacation Plat

CITY OF BONDURANT
RESOLUTION NO. 230605-118

RESOLUTION VACATING PUBLIC RIGHT-OF-WAY IN DOWNTOWN BONDURANT

WHEREAS the City owns certain real property more particularly described as:

A PART OF PARCEL "A" IN PART OF LOTS 5, 6, 7 AND 8, BLOCK 4 OF THE TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13338, PAGE 164 IN THE POLK COUNTY RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°47'16" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 12.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°06'08" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 68.73 FEET TO THE NORTHEAST CORNER OF PARCEL "B" IN SAID PART OF LOTS 5, 6, 7 AND 8, BLOCK 4 OF THE TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13338, PAGE 164 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°47'15" EAST, 12.15 FEET TO THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 00°13'39" WEST ALONG SAID EAST LINE, 68.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 830 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENT OF RECORD.

WHEREAS the City Council held a hearing on June 5, 2023; AND

WHEREAS the City Council would like to vacate the public right-of-way in pursuit of one of the goals in the Building Bondurant Comprehensive Plan which is to "Encourage retail, restaurant, and entertainment uses on the first floor of downtown buildings to promote all-day activity and a vibrant street frontage, including outdoor dining opportunities along the sidewalk area."

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bondurant, Iowa, that the above-referenced public right-of-way is hereby vacated.

Passed this 5th day of June 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				

Index Legend	
City:	Bondurant
County:	Polk
Description:	Pt. of Lots 5, 6, 7 and 8, Block 4, Town of Bondurant
Requestor:	City of Bondurant
Proprietor:	City of Bondurant
Surveyor:	Michael D. Lee
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

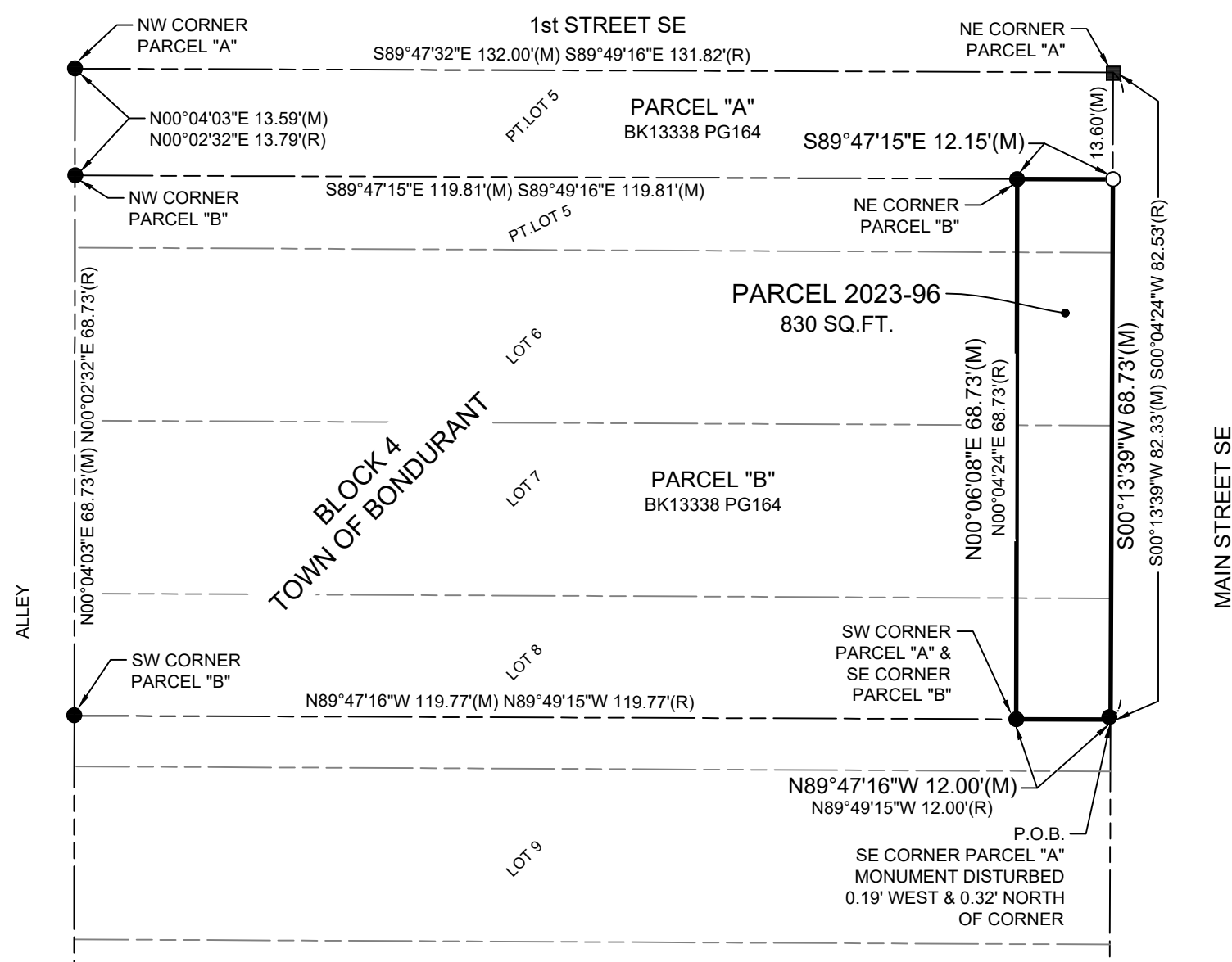
PROPERTY OWNER:
CITY OF BONDURANT
200 2nd STREET NE
BONDURANT, IA 50035

PLAT OF SURVEY
FOR PARCEL 2023-96

PS-01

LEGAL DESCRIPTION PARCEL 2023-96:
A PART OF PARCEL "A" IN PART OF LOTS 5, 6, 7 AND 8, BLOCK 4 OF THE TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13338, PAGE 164 IN THE POLK COUNTY RECORDER'S OFFICE, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL "A"; THENCE NORTH 89°47'16" WEST ALONG THE SOUTH LINE OF SAID PARCEL "A", 12.00 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "A"; THENCE NORTH 00°06'08" EAST ALONG THE WEST LINE OF SAID PARCEL "A", 68.73 FEET TO THE NORTHEAST CORNER OF PARCEL "B" IN SAID PART OF LOTS 5, 6, 7 AND 8, BLOCK 4 OF THE TOWN OF BONDURANT, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 13338, PAGE 164 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 89°47'15" EAST, 12.15 FEET TO THE EAST LINE OF SAID PARCEL "A"; THENCE SOUTH 00°13'39" WEST ALONG SAID EAST LINE, 68.73 FEET TO THE POINT OF BEGINNING AND CONTAINING 830 SQUARE FEET, SUBJECT TO ANY AND ALL EASEMENT OF RECORD.



LEGEND

- FOUND 1/2" REBAR W/ORANGE CAP#19515
- FOUND CUT "X"
- SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- PROPERTY LINE

FIELD SURVEY COMPLETED: APRIL 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.

PRELIMINARY

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

SURVEY FOR:

CITY OF BONDURANT
200 2nd STREET NE
BONDURANT, IA 50035
PHONE: (515) 967-2418

V&K PROJECT NUMBER 4284 DATE: 05-23-23

VEENSTRA & KIMM INC.
3000 WESTOWN PKWY - WEST DES MOINES, IA 50265 - (515) 225-8000

DRAWING #

1

SHEET 1 OF 1



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

Item No. 8.b.
For Meeting of 6/5/2023
Resolution

TITLE: - Resolution awarding the contract for Water Tower Construction to Gerard Tank & Steel, Inc. in the amount of \$4,851,000

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: On May 16th 2023, the city received bids from 5 tower manufacturers for the elevated storage tower project. The engineer's estimate for the project was \$5,380,000. The bids submitted were as follows:

Gerard Tank & Steel, Inc.	\$4,851,000
Caldwell Tanks, Inc.	\$4,936,900
Phoenix Fabricators and Erectors, LLC	\$5,059,000
Landmark Structures, I, LP	\$5,235,000
CB&I Storage Tank Solutions, LLC	\$5,557,000

The apparent low bid was from Gerard Tank & Steel, Inc. from Concordia, Kansas for the amount of \$4,851,000. This was approximately 9.83% below the engineer's estimate for the project, which was \$5,380,000. There are five contractors that could potentially bid a composite elevated storage tank. The City received bids from all five of the contractors. Each of the five bidders has constructed composite water towers. The experience of the bidders varies significantly. Landmark Structures has been constructing composite towers for over 20 years. On the other end of the experience scale, Gerard Tank & Steel, Inc. has one completed tower and three towers currently under contract or construction. Included within the three active projects is a 1,000,000 gallon tower that is the same size as the Bondurant tower.

Under Iowa bidding laws the City cannot establish an experience requirement for bidding of the project. The City can consider experience in determining whether a contractor is a responsible bidder and capable of constructing the project. Veenstra & Kimm, Inc. included in the specifications a requirement for the manufacturer to have five comparable composite towers and to complete the construction using its own

resources as not subcontracted. Under Iowa bidding law the City could consider the experience as a factor in determining whether a bidder is responsible. However, the bid cannot be rejected automatically based on the experience factor.

While Gerard Tank & Steel, Inc. has experience with composite towers it would not literally meet the requirements for five similar towers. Part of the reason Gerard cannot meet this requirement is it just entered the market within the last few years. Gerard, like three of the other four bidders, focused on all steel towers and more recently transitioned to adding composite towers to their inventory. Gerard constructs all of the steel portions of the tower using its own resources. Gerard works with a subcontractor relative to the concrete portion of the tower. It is understood the subcontractor performs some, but not all, of the construction.

The bid received from Gerard Tank & Steel, Inc. appears to be responsive to the bidding documents themselves. The bids were favorable and are approximately 10% below the engineer's estimate of cost. Subsequent to receipt of bids, the City received a bid protest from Landmark Structures.

The essence of the bid protest appears to deal with the experience requirement under Section 13210.

The bid protest references both the issues of a responsive bidder and a responsible bidder. These two matters are addressed separately as they are separate issues for purposes of determining the lowest responsive and responsible bidder for the determination of the award of contract.

Iowa Code Section 26.16 provides no governmental entity shall directly or indirectly restrict potential bidders to any predetermined class of bidders defined by experience on similar projects. Although the City can request information on bidder experience, experience requirements cannot be taken into account in determining whether a bid is responsive.

Although an experience provision was included in the specification, there was no request for contractors to document their experience as part of the required bid information as requiring experience as part of the bid submittal could be deemed to be contrary to the processes of Iowa Code Section 26.16. With respect to the assertion in the bid protest from Landmark that Gerard Tank and Steel was a non-responsive bidder, that portion of the bid protest must be, by operation of law, denied.

With respect to responsibility, the City can take into account experience with respect to responsibility the City has the authority to weigh many factors in determining whether a bidder is a responsible bidder. The City of Bondurant completed its own investigation and due diligence assessment of Gerard Tank and Steel's ability to complete the construction of the new water tower. Based on that investigation and assessment, the City of Bondurant determined Gerard Tank and Steel is a responsible bidder and waived any non-conformity with the requirements of the specifications

regarding experience. With respect to the assertion Gerard Tank and Steel is not a responsible bidder, the City's investigation concluded otherwise, and has denied the bid protest submitted by Landmark Structures.

After the public hearing held on May 22, 2023, the City Council voted to receive and file the bids for the water tower project to afford staff time to contact other communities for which Gerard had conducted work. Now that the review has been concluded, staff recommend the award of contract to Gerard Tank & Steel, Inc. in the amount of \$4,851,000.

FUNDING SOURCE: SRF Loan Funding/Water Utility

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230605-119

CITY OF BONDURANT
RESOLUTION NO. 230605-119

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE ELEVATED
WATER STORAGE TOWER PROJECT TO GERARD TANK & STEEL INC. IN THE
AMOUNT OF \$4,851,000

WHEREAS, on April 10, 2023, the City Council approved an action to order construction and set date of public hearing for plans, specifications, and recommendation of award of contract for the Water Tower Project; AND

WHEREAS, on May 9th, 2022, the City of Bondurant received the bids for the Projects; AND

WHEREAS a public hearing on the proposed plans, specifications, form of contract, and estimate of cost was held May 22, 2023, at 6:00 p.m.; AND

WHEREAS the City received, reviewed, and subsequently denied a bid protest from one of the bidders; AND

WHEREAS The City Council approves the contract and bond for the Elevated Water Storage Tower Project; AND

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

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Elevated Water Storage Tower Project contract is awarded to Gerard Tank & Steel Inc. in the amount of \$4,851,000 and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 5th day of June 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.c.
For Meeting of 6/5/2023
Ordinance

TITLE: - Ordinance amending Section 177.09 regarding off-street parking area required for restaurants, drive-thrus or night clubs

CONTACT PERSON:

Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Earlier on the agenda, the City Council held a hearing on a proposed text amendment to Section 177.09 regarding off-street parking area requirements for restaurants, bars, or night clubs. More specifically, the proposed text amendments would affect the off-street parking requirements for restaurants and drive-thrus. The proposed text amendment's goal is to clean up our off-street parking requirements for restaurants and food service businesses.

Currently, Section 177.09.11.A and B. read as follows:

- A. No substantial carry-out or delivery service, no drive-in service, no service or consumption outside fully enclosed structure allowed - one (1) space per 100 square feet of gross floor area;
- B. Carry-out and delivery service, drive-in service, service or consumption outside fully enclosed structure allowed - one (1) space per 100 square feet of gross floor area plus one (1) space for every four (4) outside seats plus reservoir lane capacity equal to five (5) spaces per drive-in window.

The proposed Section 177.09.A and B. would read as follows:
Restaurants, bars, or night clubs:

- A. one (1) space per fifty (50) square feet of gross floor area devoted to patron use within the property. In addition, one (1) parking space must be provided for each person regularly employed or intended to be regularly employed on the premises during the maximum working shift.
- B. All food and beverage service drive-thrus shall provide a minimum of eleven (11) vehicle queuing spaces per drive-thru, 5 of which must be located ahead of the ordering station if separate from the pick-up window. All other drive-thru and pick-up windows shall have a minimum of 4 vehicle queuing spaces. Queuing

spaces shall be a minimum of 12 feet wide and 20 feet long and must be located within any driveway or parking lot drive aisle and cannot block any designated parking spaces.

The code can be confusing but is suppose to delineate between restaurants that do have carry-out services and those that do not. The proposed text amendments treats all restaurants and food service businesses the same requiring parking spaces based off of gross customer space, plus parking spaces for employees, and queuing spaces for drive-thrus. The proposed text amendment would also relieve parking requirements for drive-thru and carry-out predominant businesses.

The Planning and Zoning Commission voted 6-0 to recommend approval of the text amendment at their May 11, 2023 meeting with one member absent.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve one or more readings of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230605-217

CITY OF BONDURANT
ORDINANCE NO. 230605-217

AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY AMENDING THE FOLLOWING SECTION 177.09 OF THE ZONING CODE REGARDING OFF-STREET PARKING AREA REQUIREMENTS FOR RESTAURANTS, BARS, OR NIGHT CLUBS.

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

Section 1. **SECTIONS AMENDED.** Section 177.09.11 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

11. Restaurants, bars, or night clubs:

- ~~A. No substantial carry-out or delivery service, no drive-in service, no service or consumption outside fully enclosed structure allowed - one (1) space per 100 square feet of gross floor area;~~
- BA. Carry-out and delivery service, drive-in service, service or consumption outside fully enclosed structure allowed - one (1) space per 400 fifty (50) square feet of gross floor area devoted to patron use within the property. plus one (1) space for every four (4) outside seats plus reservoir lane capacity equal to five (5) spaces per drive-in window.** In addition, one (1) parking space must be provided for each person regularly employed or intended to be regularly employed on the premises during the maximum working shift.
- B. All food and beverage service drive-thrus shall provide a minimum of eleven (11) vehicle queuing spaces per drive-thru, 5 of which must be located ahead of the ordering station if separate from the pick-up window. All other drive-thru and pick-up windows shall have a minimum of 4 vehicle queuing spaces. Queuing spaces shall be a minimum of 12 feet wide and 20 feet long and must be located within any driveway or parking lot drive aisle and cannot block any designated parking spaces.**

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

515 WATER CONSERVATION PLAN

515.1 INTRODUCTION

This plan will apply to all water customers of the City of Bondurant.

The intent of the City of Bondurant Water Conservation Plan is to manage system demand so customers do not experience pressure, quality, or availability issues during periods of extreme water demand or during other times when water availability may be limited due to other events, such as raw water shortage, water quality events, or system failures.

The goal at each stage in the plan is to reduce system demands to 85% or less of the “Current Capacity” to produce safe drinking water, as defined in this plan.

The City of Bondurant purchases its water from Des Moines Waterworks. Nominal capacity of the Des Moines Water Works system is 100 MGD. Winter demand in a typical year averages approximately 40 MGD as shown in Figure A. Seasonal outdoor water use including moderate irrigation, increases demand to an average of approximately 60 MGD during the summer months as shown in Figure A. The majority of demand above 60 MGD is attributed to be irrigation. Heavy irrigation causes spikes in demand which can reach more than 95 MGD.

Based on historic consumption patterns, irrigation, primarily turf irrigation, accounts for as much as 40 MGD of demand during heavy irrigation periods. Thus, a 25% reduction in irrigation should result in a 10 MGD reduction in total demand to approximately 85 MGD, a reduction of more than 10% compared to peak demand otherwise expected. This is the premise of Stage I. Stage I may be skipped if a water shortage occurs during a time of year when irrigation demand is not significant.

Based on historic consumption patterns, total outdoor water use accounts for as much as 50 MGD of demand during heavy irrigation events. Thus, a 50% reduction in outdoor water use should result in a 25 MGD reduction in total demand to 70 MGD, a reduction of more than 25% compared to peak demand otherwise expected. This is the premise of Stage II. Stage II may be skipped if a water shortage occurs during a time of year when outdoor water use is not significant.

Based on the foregoing analysis, that irrigation accounts for as much as 40 MGD of the demand during heavy irrigation periods, and understanding that the vast majority of this is turf irrigation, prohibiting turf irrigation should result in a 40 MGD reduction in total demand to approximately 55

MGD, a reduction of more than 40% compared to peak demand otherwise expected. This is the premise of Stage III. Stage III may be skipped if a water shortage occurs during a time of year when irrigation demand is not significant.

Limiting consumption to a representative average of off peak months, plus or minus a small allowance, will result in a demand of approximately 40 MGD, a reduction of nearly 60% compared to peak consumption. This is the premise of Stage IV.

The stages of this plan are not necessarily consecutive. When a water shortage occurs the stage deemed most appropriate for the conditions will be implemented.

515.2 CURRENT CAPACITY TO PRODUCE SAFE DRINKING WATER AND EXPECTED PEAK DEMAND

515.2.1 The current capacity to produce safe drinking water on any day is referred to “Current Capacity” or C_{Total} . Current Capacity is defined as the amount of water Des Moines Water Works can produce and deliver on any day taking into consideration raw water availability and quality, seasonal treatment efficacy, and any mechanical or operational issues on that given day. The number will vary seasonally and may vary day to day depending on specific water quality and operational conditions. Current Capacity is computed as the sum of the daily capacities of the individual Des Moines Water Works treatment plants and may be expressed in the following formula:

$$C_{Total} = C_{Fleur} + C_{McMullen} + C_{Saylorville}$$

Current Capacity will be evaluated on a daily basis when there is potential for a water shortage. Des Moines Water Works Water Production staff will perform the daily evaluation and report the Current Capacity in Million Gallons per Day.

515.2.2 “Expected Peak Demand” is defined as the peak daily demand that is expected by the Des Moines Water Works without implementation of water shortage measures under this plan.

515.3 STAGE I: VOLUNTARY 25% REDUCTION IN TURF IRRIGATION

515.3.1 TRIGGER

During a period of substantial irrigation demand, when Expected Peak Demand reaches 90% of Current Capacity or system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur.

515.3.2 ANTICIPATED IMPACT

It is anticipated that Stage I will most likely be triggered during peak irrigation season. In a typical year irrigation can account for as much as 40 MGD of demand on a peak day. If this is the case, a 25% reduction in irrigation will result in a 10 MGD reduction in total demand. At peak demand 10 MGD would be more than a 10% reduction.

515.3.3 GOAL

A 10% reduction in system demands as compared to Expected Peak Demand.

515.3.4 ACTION

515.3.4.1 Request a **city wide** 25% reduction in lawn irrigation.

515.3.4.2 Encourage customers to optimize their irrigation systems so water is not directed onto impervious surfaces and turf is not overwatered.

515.3.4.3 Recommend customers irrigate on alternate days, by a system under which even numbered addresses water only on even days of the month, and odd-numbered addresses water only on odd-numbered days of the month.

515.3.4.4 Suspend any maintenance hydrant flushing except for water quality purposes. Require contractors engaging in hydrant flushing to do so overnight or other times of typically low water use.

515.3.4.5 Minimize high water use activities such as street sweeping.

515.3.5 ENFORCEMENT

There will be no enforcement at this stage.

515.4 STAGE II: VOLUNTARY 50% REDUCTION IN OUTDOOR WATER USE (INCLUDING TURF IRRIGATION)

515.4.1 TRIGGER

During a period of substantial irrigation demand, after Stage I has been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.

515.4.2 ANTICIPATED IMPACT

It is anticipated that Stage II will most likely be triggered during the peak outdoor water use season. In a typical year outdoor water use can account for as much as 50 MGD of demand on a peak day. If this is the case, a 50% reduction in outdoor water use will result in a 25 MGD reduction in total demand. At peak demand 25 MGD would be more than a 25% reduction.

515.4.3 GOAL

A 25% reduction in system demands as compared to Expected Peak Demand.

515.4.4 ACTION

515.4.4.1 Request customers further reduce water consumption by taking the following measures in addition to those implemented in Stage I:

515.4.4.1.1 Request a **city wide 50%** reduction in outdoor water use.

515.4.4.1.2 Remind customers to optimize their irrigation systems so water is not directed onto impervious surfaces and turf is not overwatered.

515.4.4.1.3 Reinforce the recommendation for customers to irrigate on alternate days.

515.4.4.1.4 Encourage wise use of water during outdoor activities including washing cars, playing in the sprinkler, playing with water toys, and filling swimming pools.

515.4.4.1.5 Encourage wise use of water indoors including identifying and repairing leaking fixtures, washing only full loads in dishwashers and washing machines, shorter showers, etc.

515.4.5 ENFORCEMENT

There will be no enforcement at this stage.

515.5 STAGE III: TURF IRRIGATION PROHIBITED AND NO USE OF AUTOMATIC IRRIGATION SYSTEMS

515.5.1 TRIGGER

During a period of substantial irrigation demand, after Stage I and Stage II have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or system demand continues to generate areas of low pressure, or there are other indications that without further reductions in demand, a shortage could occur.

515.5.2 ANTICIPATED IMPACT

It is anticipated that Stage III will most likely be triggered during peak irrigation season. In a typical year irrigation, primarily turf irrigation, can account for as much as 40 MGD of demand on a peak day. If this is the case, prohibiting irrigation will result in a 40 MGD reduction in total demand. At peak demand 40 MGD would be almost a 40% reduction.

515.5.3 GOAL

A 40% reduction in system demands as compared to Expected Peak Demand.

515.5.4 ACTION

Require customers to further reduce water consumption by suspending **all** turf irrigation and the use of **all** automatic irrigation systems. This reduction is in addition to all steps implemented in Stage I and Stage II.

515.5.5 ENFORCEMENT

Customers observed by the City irrigating in violation of this policy will be notified by a tag left at the property. If irrigation is not suspended within 12 hours, water service will be terminated and the published termination fee will apply. Water service will be restored only upon receipt, by the City, of an undertaking by the customer that the customer understands and will comply with the mandatory conservation measures. Any subsequent violation will result in further termination of service.

In addition the use of water for irrigation in violation of this plan shall be deemed an unauthorized use of water as set out in Section 90.XX of the City Code and shall be subject to prosecution as a Municipal Infraction which shall include imposition of any fines applicable to a Municipal Infraction violation.

515.6 STAGE IV: WATER RATIONING

515.6.1 TRIGGER

During periods of substantial irrigation demand, after Stage I, Stage II, and Stage III have been implemented and failed to achieve an adequate reduction in consumption, when Expected Peak Demand exceeds 90% of Current Capacity, or

system demand is generating a high number of areas with low pressure, or there are other indications that without wise usage of water, a shortage could occur.

Stage IV may also be invoked, without resort to Stages I through III, if Expected Peak Demand exceeds 90% of Current Capacity for any reason that cannot be addressed by the measures contemplated by Stages I through III.

515.6.2 ANTICIPATED IMPACT

It is anticipated that Stage IV will only be triggered in the event of a significant and severe water shortage, or other event, which severely reduces capacity relative to demand. In this case a reduction in demand to the lowest level which will meet public health and safety standards will be sought.

515.6.3 GOAL

A reduction in system demands as compared to Expected Peak Demand sufficient to allow the Des Moines Water Works to meet public health and safety standards.

515.6.4 ACTION

Water rationing measures will be implemented and enforced by application of an Emergency Water Shortage Rate. In order to implement such rate the City shall set a target level for demand consistent with its Current Capacity and shall use such target to establish a “Rationing Factor” as defined in this Plan. All customers will be asked to reduce their consumption to a level at or below a “Stage IV Monthly Water Ration”, and consumption above such level will be charged at the Emergency Water Shortage Rate intended to strongly discourage consumption above such level.

515.6.5 ENFORCEMENT

“Stage IV Monthly Water Ration” means for each customer the Typical Off-Peak Consumption of such customer multiplied by an announced Rationing Factor. “Typical Off-Peak Consumption” shall be computed as of the date that Stage IV is invoked as the mean monthly consumption of the customer for the immediately preceding months of March, April, and May. The Rationing Factor shall be a percentage, which may be above or below 100%, as announced by the City and designed to effectively reduce consumption to the level as required by the prevailing circumstances.

While Stage IV is in effect all water used beyond the Stage IV Monthly Water Ration for each customer will be billed at the “Emergency Water Shortage Rate”. The Emergency Water Shortage Rate shall be four times the rate otherwise applicable to such customer. Customers may appeal the Typical Off-Peak Consumption level determined for the customer as the basis for the customer’s bill as inaccurate or inequitable under the circumstances applicable to the customer. Appeals must be submitted in writing and will be considered on a case-by-case basis as provided under these Rules and Regulations.