

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL JULY 10, 2023

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on July 10, 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
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 June 19, 2023 City Council Meeting Minutes
- b. Claims List
- c. Applications for Council Approval
- d. Receive & File - Parks and Recreation Board Meeting Minutes of March and April
- e. Receive & File - Library Board Meeting Minutes of June 7, 2023 & Director's Report
- f. - Resolution approving agreement with HR Green Inc. for the Professional Services Agreement for the 2023 Pavement Management Study Project
- g. - Resolution approving Agreement with Faller, Kinchloe & Co., PLC for Annual Audit Services for Fiscal Years 23, 24, and 25
- h. - Resolution approving Pay Request No. 1 to Sandstone Management LTD for the BRSC Parking Lot Project in the amount of \$11,674.98
- i. - Resolution correcting Resolution 221205-276 Approving Job Grades and Wage Scales for FY24 Pursuant to Compensation Philosophy and Policy
- j. - Resolution approving invoice for new HVAC systems for the Trailhead Depot and Lake Petocka restrooms

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.

- k. - Resolution approving position description and pay range for part-time Utility Operations Specialist
 - l. - (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, by amending Chapter 41, Public Health & Safety
 - m. O-230605-217 - (Third and Final Reading) Ordinance amending Section 177.09 regarding off-street parking area required for restaurants, drive-thrus or night clubs
7. **Public Hearing**
- a. Public hearing on text amendment to section 177.10 of the Zoning Code regarding Outdoor Storage
 - b. Public hearing on Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$7,750,000 Water Revenue Bonds, Series 2023
 - c. Public Hearing on Plans and Specification, Proposed Form of Contract and Estimate of Cost for Construction of the Water Tower
8. Action Items
- a. - Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$7,750,000 Water Revenue Bonds, Series 2023
 - b. - Resolution awarding contract to Gerard Tank and Steel for Construction of the Bondurant Water Tower Project in the amount of \$4,438,273.10
 - c. - (First Reading) Ordinance amending section 177.10 of the Zoning Code regarding Outdoor Storage
9. Discussion Items -
- a. Coalition Against Bigger Trucks Request
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.

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.

BONDURANT CITY COUNCIL

Minutes

June 19, 2023

Bondurant City Council

1. Roll Call

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

Absent: Council Member Bob Pepper, Council Member Matt Sillanpaa

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

2. Call to Order and Declaring a Quorum

Mayor Elrod called the meeting to order at 06:03 PM and declared a quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Cox, seconded by Driscoll, to approve the agenda. Vote on Motion 3-0. Motion carried.

5. Proclamations

a. A Day to Celebrate Juneteenth

Mayor Elrod presented the proclamation to the public and the council recognizing June 19, 2023 as a Day to Celebrate Juneteenth.

6. Guests requesting to address the City Council

None.

7. 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 June 5, 2023 City Council Meeting Minutes

b. Applications for Council Approval

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

- c. Claims List & Treasurer's Report
- d. Receive & File - Library Board Meeting Minutes of May 3, 2023, & Director's Report
- e. O-230522-215 - (Third Reading) Ordinance amending the City Code of the City of Bondurant, Iowa by amending Chapter 15 - Mayor and 17 - City Council
- f. O-230522-216 - (Third 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
- g. O-230605-217 - (Second Reading) Ordinance amending Section 177.09 regarding off-street parking area required for restaurants, drive-thrus or night clubs
- h. R-230619-120- Resolution approving the Bondurant Emergency Services Member Stipend for Fiscal Year 2024
- i. R-230619-121- Resolution to fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed \$8,100,000
- j. R-230619-122- Resolution approving the 28E Agreement for Polk County Emergency Management Commission
- k. R-230619-123- Resolution approving pay request no. 6 to Synergy Contracting for the Eagle Park Restoration and Ditch #2 Bid Pack #2 in the amount of \$8,661.62
- l. R-230619-124- Resolution approving pay request No. 7 (Release of Retainage) to Synergy Contracting for the Eagle Park Restoration and Ditch #2 Bid Pack #2 in the amount of \$36,454.90
- m. R-230619-125- Resolution approving pay request no. 11 to Jenco Construction Inc. for the Highway 65 Underpass Public Improvement Project TAP-T-0747(613)-8V-77

- n. R-230619-126- Resolution affixing a date for a public hearing to consider a text amendment to Section 177.10 of the Zoning Code regarding outdoor storage surface requirements
City Administrator Oliver reported an update from the Planning & Zoning Commission regarding item #7n.

Motion by Driscoll, seconded by McKenzie, to Approve the Consent Agenda. Roll Call: Ayes: Cox, McKenzie, Driscoll. Nays: None. Absent: Pepper, Sillanpaa. Motion carried 3-0.

8. **Public Hearing**

- a. Public Hearing regarding disposal of public Right-of-Way in the Downtown Bondurant
Mayor Elrod opened the public hearing at 06:09 PM.

City Administrator Oliver reported on the disposal of public right-of-way, addressed downtown parking, and discussed future development in the area.

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

9. **Action Items**

- a. R-230619-127- Resolution considering approval of Site Plan for 601 23rd Street, SW
Motion by Driscoll, seconded by Cox, to Approve R-230619-127. Roll Call: Ayes: Cox, McKenzie, Driscoll. Nays: None. Absent: Pepper, Sillanpaa. Motion carried 3-0.
- b. R-230619-128- Resolution considering approval of Site Plan for 1306 Prairie Drive, SW
Motion by Cox, seconded by Driscoll, to Approve R-230619-128. Roll Call: Ayes: Cox, McKenzie, Driscoll. Nays: None. Absent: Pepper, Sillanpaa. Motion carried 3-0.
- c. R-230619-129- Resolution authorizing the disposal of Public Right-of-Way in Downtown Bondurant
Motion by Cox, seconded by McKenzie, to Approve R-230619-129. Roll Call: Ayes: Cox, McKenzie, Driscoll. Nays: None. Absent: Pepper, Sillanpaa. Motion carried 3-0.

10. **Discussion Items -**

- a. Future Water Treatment and Production
Ted Corrigan, Des Moines Water Works CEO, provided an update to the council. The council and Corrigan discussed future plans, capacity, infrastructure, etc. Suzanne Gerlach, PFM, presented the numbers for

the City's future water treatment and production. City Engineer Veenstra informed the council about the process of water treatment and production.

b. DEI Committee

Motion by Driscoll, seconded by McKenzie, to move until the July 10th City Council meeting. Vote on Motion 3-0. Motion carried.

c. Citizen request to address stormwater issues in Wilke Addition (Blaine Street NW)

Debbie Bensley, 114 Blaine Street, NW, expressed her concerns about the stormwater on her property. Public Works Director Horton provided a history of the issue. The council discussed a possible solution and provided recommendations to Bensley.

11. Reports / Comments and appropriate action thereon:

a. Mayor

None.

b. Council Members

Driscoll - BRAVO update, WRA meeting tomorrow, thanked City Clerk Hagan for her service with GCMOA.

McKenzie - None.

Cox - Chamber & DART update.

c. Administrator

Flaming Wok is opening soon, project updates, Eagle Park opening, and Certified Site opening.

d. Directors

Jess - None.

Horton - Project updates.

Kreuder - Department update.

Sanders - Library update.

12. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation

Motion by Driscoll, seconded by McKenzie, to move into Closed Session at 09:01 PM. Vote on Motion 3-0. Motion carried.

Mayor Elrod closed the Closed Session at 09:25 PM.

13. Adjournment

Motion by Cox, seconded by Driscoll, to adjourn at 09:26 PM. Vote on Motion 3-0. Motion carried.

Shelby Hagan, City Clerk

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

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 June 19, 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



Check Register

Packet: APPKT00770 - 6/15/23 FOR MEETING ON 7/10/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2600	AIRGAS USA, LLC	06/15/2023	Regular	0.00	62.47	62207
0035	ANKENY SANITATION	06/15/2023	Regular	0.00	562.32	62208
2377	BOB'S PREMIUM PRIVIES	06/15/2023	Regular	0.00	950.00	62209
0073	BRICK GENTRY P.C.	06/15/2023	Regular	0.00	12,372.50	62210
1228	CINTAS CORPORATION #762	06/15/2023	Regular	0.00	71.18	62211
1525	DES MOINES REGISTER	06/15/2023	Regular	0.00	582.48	62212
2137	JESTER INSURANCE SERVICE	06/15/2023	Regular	0.00	469.00	62213
1311	ENVISIONWARE INC.	06/15/2023	Regular	0.00	6,298.94	62214
2234	FIRE EMC	06/15/2023	Regular	0.00	990.00	62215
0780	FIRE SERVICE TRAINING BUREAU	06/15/2023	Regular	0.00	50.00	62216
0024	ALTOONA HERALD-INDEX	06/15/2023	Regular	0.00	25.09	62217
2493	JP PARTY RENTALS	06/15/2023	Regular	0.00	743.50	62218
2736	MCCLURE	06/15/2023	Regular	0.00	19,545.50	62219
0842	MENARDS	06/15/2023	Regular	0.00	81.00	62220
2650	MIDWEST CRITICAL POWER LLC	06/15/2023	Regular	0.00	2,596.09	62221
0308	MUNICIPAL SUPPLY, INC.	06/15/2023	Regular	0.00	6,424.02	62222
1457	O'REILLY AUTO PARTS	06/15/2023	Regular	0.00	29.98	62223
2482	OSCAR ROSALES	06/15/2023	Regular	0.00	125.00	62224
0343	POLK COUNTY RECORDER	06/15/2023	Regular	0.00	2.00	62225
0337	POLK COUNTY TREASURER	06/15/2023	Regular	0.00	60,267.83	62226
2666	THE UNIVERSITY OF IOWA	06/15/2023	Regular	0.00	12,500.00	62227
1813	UNITYPOINT CLINIC-OCCUPATI MED	06/15/2023	Regular	0.00	186.00	62228
1161	VEENSTRA & KIMM, INC.	06/15/2023	Regular	0.00	16,849.05	62229
1679	VISION ELECTRIC LLC	06/15/2023	Regular	0.00	3,665.86	62230
0433	WILLIAMSON'S REPAIR	06/15/2023	Regular	0.00	530.60	62231
1069	FIRST NATIONAL BANK OMAHA	06/14/2023	Bank Draft	0.00	931.88	DFT0002376

Bank Code AP Bank Code Summary

	Payable Count	Payment Count	Discount	Payment
Payment Type				
Regular Checks	33	25	0.00	145,980.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	931.88
EFT's	0	0	0.00	0.00
	34	26	0.00	146,912.29

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2023	146,912.29
			<u>146,912.29</u>



Check Register

Packet: APPKT00772 - 6/23/23 FOR MEETING ON 7/10/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2705	AMAZON CAPITAL SERVICES	06/22/2023	Regular	0.00	178.36	62232
1537	BOUND TREE MEDICAL LLC	06/22/2023	Regular	0.00	170.71	62233
1955	FALLER, KINCHELOE & CO, PLC	06/22/2023	Regular	0.00	7,750.00	62234
2388	HOTSY CLEANING SYSTEMS	06/22/2023	Regular	0.00	441.00	62235
0226	IOWA LEAGUE OF CITIES	06/22/2023	Regular	0.00	3,300.00	62236
0842	MENARDS	06/22/2023	Regular	0.00	145.98	62237
1923	REBECCA MORRIS	06/22/2023	Regular	0.00	69.28	62238
0738	DES MOINES AREA MPO	06/22/2023	Regular	0.00	8,035.00	62239
0286	METRO WASTE AUTHORITY	06/22/2023	Regular	0.00	41,608.83	62240
2232	OPG-3 INC	06/22/2023	Regular	0.00	3,100.00	62241
0343	POLK COUNTY RECORDER	06/22/2023	Regular	0.00	222.00	62242
2700	SARAH MERRILL	06/22/2023	Regular	0.00	166.10	62243
2635	SKINNER LAW OFFICE, P.C.	06/22/2023	Regular	0.00	963.50	62244
1522	SYNERGY CONTRACTING LLC	06/22/2023	Regular	0.00	45,116.52	62245
2706	VALEO NETWORKS	06/22/2023	Regular	0.00	2,956.75	62246
	Void	06/22/2023	Regular	0.00	0.00	62247
	Void	06/22/2023	Regular	0.00	0.00	62248
	Void	06/22/2023	Regular	0.00	0.00	62249
1161	VEENSTRA & KIMM, INC.	06/22/2023	Regular	0.00	1,232.00	62250
2254	TCM BANK NA	06/16/2023	Bank Draft	0.00	1,065.33	DFT0002381
0772	FRANCOTYP-POSTALIA INC	06/20/2023	Bank Draft	0.00	500.00	DFT0002382
0161	VISION BANK	06/16/2023	Bank Draft	0.00	32.00	DFT0002383
2254	TCM BANK NA	06/22/2023	Bank Draft	0.00	1,932.00	DFT0002405
2348	GODADDY.COM, LLC	06/05/2023	Bank Draft	0.00	22.17	DFT0002406

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	20	16	0.00	115,456.03
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	0.00
Bank Drafts	5	5	0.00	3,551.50
EFT's	0	0	0.00	0.00
	25	24	0.00	119,007.53

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2023	119,007.53
			119,007.53



Check Register

Packet: APPKT00790 - 6/28/23 ISOLVED BENEFITS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank 2249	ISOLVED BENEFIT SERVICES	06/28/2023	Bank Draft	0.00	180.00	DFT0002416

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	180.00
EFT's	0	0	0.00	0.00
	1	1	0.00	180.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2023	180.00
			180.00



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00771 - PYPKT00434 - 05/22-06/04/2023 TO
CORRECT SHARP

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT									Vendor Total:	0.85
INV0003064	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	0.85	0.00	0.00	0.00	0.85
Unemployment Insurance		AP Bank Code - AP Bank		No	Payment Date: 6/23/2023			Bank Draft:	DFT0002380	
Payable Address:		UI TAX - SCAN 2 1000 E GRAND AVE DES MOINES, Iowa 50319-0209								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Unemployment Insurance	NA	0.00	0.00	0.85	0.00	0.00	0.00	0.85		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2122	STATE WITHHOLDING				0.85	100.00%				

Vendor: 0239 - IPERS									Vendor Total:	28.05
INV0003061	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	28.05	0.00	0.00	0.00	28.05
Payroll Contribution		AP Bank Code - AP Bank		No	Payment Date: 6/23/2023			Bank Draft:	DFT0002377	
Payable Address:		PO BOX 9117 DES MOINES, Iowa 50306-9117								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Payroll Contribution	NA	0.00	0.00	28.05	0.00	0.00	0.00	28.05		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2123	IPERS WITHHOLDING				28.05	100.00%				

Vendor: 1512 - IRS USATAXPYMT									Vendor Total:	58.54
INV0003063	Invoice	6/20/2023	6/20/2023	6/20/2023	6/20/2023	58.54	0.00	0.00	0.00	58.54
Federal Tax Withheld		AP Bank Code - AP Bank		No	Payment Date: 6/20/2023			Bank Draft:	DFT0002379	
Payable Address:										
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Social Security Withholding	NA	0.00	0.00	22.42	0.00	0.00	0.00	22.42		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				22.42	100.00%				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Medicare Withholding	NA	0.00	0.00	5.24	0.00	0.00	0.00	5.24		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				5.24	100.00%				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Federal Tax Withheld	NA	0.00	0.00	30.88	0.00	0.00	0.00	30.88		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2120	FEDERAL WITHHOLDING				30.88	100.00%				

Vendor: 1832 - TREASURER - STATE OF IOWA									Vendor Total:	14.11
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Payable Register

Packet: APPKT00771 - PYPKT00434 - 05/22-06/04/2023 TO CORRECT SHARP

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
INV0003062	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	14.11	0.00	0.00	0.00	14.11
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 6/23/2023		Bank Draft:		DFT0002378
Payable Address:	WITHHOLD TAX PRCS-IA DEPT REV PO BOX 10411 DES MOINES, Iowa 50306									

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding Distributions	NA	0.00	0.00	14.11	0.00	0.00	0.00	14.11

Account Number	Account Name	Project Account Key	Amount	Percent
001-050-2122	STATE WITHHOLDING		14.11	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	4	101.55	0.00	0.00	0.00	101.55	101.55	0.00
Grand Total:		101.55	0.00	0.00	0.00	101.55	101.55	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	30.88
001-050-2122	STATE WITHHOLDING	14.11
Total:		44.99

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	27.66
112-050-2122	STATE WITHHOLDING	0.85
112-050-2123	IPERS WITHHOLDING	28.05
Total:		56.56



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00775 - PYPKT00438 - 06/05-06/18/2023 PAID ON
06/23/2023

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										
INV0003083	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	91.38	0.00	0.00	0.00	91.38										
CASE # 652464	AP Bank Code - AP Bank				No	Payment Date: 6/23/2023		Bank Draft:	DFT0002401											
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														
610-050-2127	CHILD SUPPORT WITHHOLDING				18.27	0%														
110-050-2127	CHILD SUPPORT WITHHOLDING				41.12	0%														
741-050-2127	CHILD SUPPORT WITHHOLDING				9.15	0%														
001-050-2127	CHILD SUPPORT WITHHOLDING				4.57	0%														
600-050-2127	CHILD SUPPORT WITHHOLDING				18.27	0%														
Vendor: 2304 - EBS											Vendor Total:	23,976.21								
INV0003071	Invoice	6/30/2023	6/30/2023	6/30/2023	6/30/2023	1,591.44	0.00	0.00	0.00	1,591.44										
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 6/30/2023		Bank Draft:	DFT0002389											
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total											
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,591.44	0.00	0.00	0.00	1,591.44											
Distributions																				
Account Number	Account Name	Project Account Key			Amount	Percent														
112-050-2125	DENTAL INSURANCE				1,591.44	100.00%														
INV0003076											Invoice	6/30/2023	6/30/2023	6/30/2023	6/30/2023	17,634.60	0.00	0.00	0.00	17,634.60
HEALTH INSURANCE WELLMARK											AP Bank Code - AP Bank				No	Payment Date: 6/30/2023		Bank Draft:	DFT0002394	
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total											
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	17,634.60	0.00	0.00	0.00	17,634.60											
Distributions																				
Account Number	Account Name	Project Account Key			Amount	Percent														
112-050-2124	HEALTH INSURANCE WITHHOLDING				17,634.60	100.00%														
INV0003077											Invoice	6/30/2023	6/30/2023	6/30/2023	6/30/2023	942.96	0.00	0.00	0.00	942.96
EBS ADMIN COST											AP Bank Code - AP Bank				No	Payment Date: 6/30/2023		Bank Draft:	DFT0002395	
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total											
EBS ADMIN COST	Service		0.00	0.00	942.96	0.00	0.00	0.00	942.96											
Distributions																				
Account Number	Account Name	Project Account Key			Amount	Percent														
112-050-2124	HEALTH INSURANCE WITHHOLDING				942.96	100.00%														
INV0003079											Invoice	6/30/2023	6/30/2023	6/30/2023	6/30/2023	1,053.47	0.00	0.00	0.00	1,053.47
LIFE & DIS PRINCIPAL											AP Bank Code - AP Bank				No	Payment Date: 6/30/2023		Bank Draft:	DFT0002397	
Items																				
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total											
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,053.47	0.00	0.00	0.00	1,053.47											
Distributions																				
Account Number	Account Name	Project Account Key			Amount	Percent														
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,053.47	100.00%														
INV0003080											Invoice	6/30/2023	6/30/2023	6/30/2023	6/30/2023	2,552.00	0.00	0.00	0.00	2,552.00
SELF FUNDED DEDUCTABLE INSURANCE											AP Bank Code - AP Bank				No	Payment Date: 6/30/2023		Bank Draft:	DFT0002398	

Payable Register

Packet: APPKT00775 - PYPKT00438 - 06/05-06/18/2023 PAID ON 06/23/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SELF FUNDED DEDUCTABLE INSURANCE Distributions	Service	0.00	0.00	2,552.00	0.00	0.00	0.00	2,552.00		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2124	HEALTH INSURANCE WITHHOLDING			2,552.00	100.00%					
INV0003081	Invoice	6/30/2023	6/30/2023	6/30/2023	6/30/2023	201.74	0.00	0.00	0.00	201.74
VISION AVISES	AP Bank Code - AP Bank			No	Payment Date: 6/30/2023			Bank Draft:		DFT0002399
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
VISION AVISES Distributions	Service	0.00	0.00	201.74	0.00	0.00	0.00	201.74		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2132	VISION WITHHOLDING			201.74	100.00%					

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

Vendor Total: 57.54

INV0003086	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	57.54	0.00	0.00	0.00	57.54
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 6/23/2023			Bank Draft:		DFT0002404
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Unemployment Insurance	NA	0.00	0.00	57.54	0.00	0.00	0.00	57.54		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
112-050-2122	STATE WITHHOLDING			57.54	100.00%					

Vendor: [0239 - IPERS](#)

Vendor Total: 15,609.88

INV0003078	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	580.01	0.00	0.00	0.00	580.01
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 6/23/2023		Bank Draft:		DFT0002396
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	580.01	0.00	0.00	0.00	580.01	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				580.01	100.00%				
INV0003082	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	15,029.87	0.00	0.00	0.00	15,029.87
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 6/23/2023		Bank Draft:		DFT0002400
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	4,270.34	0.00	0.00	0.00	4,270.34	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				4,270.34	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	10,759.53	0.00	0.00	0.00	10,759.53	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				10,759.53	100.00%				

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 22,484.85

INV0003085	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	22,484.85	0.00	0.00	0.00	22,484.85
Federal Tax Withheld	AP Bank Code - AP Bank					No	Payment Date: 6/23/2023	Bank Draft:	DFT0002403	

Payable Register

Packet: APPKT00775 - PYPKT00438 - 06/05-06/18/2023 PAID ON 06/23/2023

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 Distributions	NA		0.00	0.00	12,093.42	0.00	0.00	0.00	12,093.42	
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				12,093.42	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding Distributions	NA		0.00	0.00	2,828.34	0.00	0.00	0.00	2,828.34	
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				2,828.34	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld Distributions	NA		0.00	0.00	7,563.09	0.00	0.00	0.00	7,563.09	
Account Number	Account Name	Project Account Key			Amount	Percent				
670-050-2120	FEDERAL WITHHOLDING				13.37	0.18%				
741-050-2120	FEDERAL WITHHOLDING				238.44	3.15%				
110-050-2120	FEDERAL WITHHOLDING				696.91	9.21%				
600-050-2120	FEDERAL WITHHOLDING				702.41	9.29%				
610-050-2120	FEDERAL WITHHOLDING				643.36	8.51%				
001-050-2120	FEDERAL WITHHOLDING				5,268.60	69.66%				

Vendor: [2249 - ISOLVED BENEFIT SERVICES](#)

Vendor Total: 2,433.08

INV0003072	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	2,383.30	0.00	0.00	0.00	2,383.30
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 6/23/2023			Bank Draft:	DFT0002390

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	2,383.30	0.00	0.00	0.00	2,383.30
Account Number	Account Name	Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING			2,383.30	100.00%			

INV0003073	Invoice	6/30/2023	6/30/2023	6/30/2023	6/30/2023	49.78	0.00	0.00	0.00	49.78
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 6/30/2023			Bank Draft:	DFT0002391

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE	Service	0.00	0.00	49.78	0.00	0.00	0.00	49.78
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING			49.78	100.00%			

Vendor: [1274 - MISSION SQUARE](#)

Vendor Total: 2,183.41

INV0003074	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	1,795.00	0.00	0.00	0.00	1,795.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 6/23/2023			Bank Draft:	DFT0002392

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	1,795.00	0.00	0.00	0.00	1,795.00
Account Number	Account Name	Project Account Key		Amount	Percent			
001-050-2130	ICMA-RC			1,795.00	100.00%			

INV0003075	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	388.41	0.00	0.00	0.00	388.41
DEFFERED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 6/23/2023			Bank Draft:	DFT0002393

Payable Register

Packet: APPKT00775 - PYPKT00438 - 06/05-06/18/2023 PAID ON 06/23/2023

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 Distributions	Service	0.00	0.00	388.41	0.00	0.00	0.00	388.41		
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2130	ICMA-RC				388.41	100.00%				

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

Vendor Total: 3,454.72

INV0003084	Invoice	6/23/2023	6/23/2023	6/23/2023	6/23/2023	3,454.72	0.00	0.00	0.00	3,454.72
State Tax Withholding	AP Bank Code - AP Bank	No			Payment Date: 6/23/2023	Bank Draft:		DFT0002402		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding Distributions	NA	0.00	0.00	3,454.72	0.00	0.00	0.00	3,454.72
Account Number	Account Name	Project Account Key			Amount	Percent		
741-050-2122	STATE WITHHOLDING				114.50	3.31%		
610-050-2122	STATE WITHHOLDING				285.41	8.26%		
110-050-2122	STATE WITHHOLDING				316.66	9.17%		
670-050-2122	STATE WITHHOLDING				12.72	0.37%		
600-050-2122	STATE WITHHOLDING				312.73	9.05%		
001-050-2122	STATE WITHHOLDING				2,412.70	69.84%		

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	70,291.07	0.00	0.00	0.00	70,291.07	70,291.07	0.00
Grand Total:		70,291.07	0.00	0.00	0.00	70,291.07	70,291.07	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	5,268.60
001-050-2122	STATE WITHHOLDING	2,412.70
001-050-2127	CHILD SUPPORT WITHHOLDING	4.57
001-050-2130	ICMA-RC	2,183.41
Total:		9,869.28

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	696.91
110-050-2122	STATE WITHHOLDING	316.66
110-050-2127	CHILD SUPPORT WITHHOLDING	41.12
Total:		1,054.69

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	14,921.76
112-050-2122	STATE WITHHOLDING	57.54
112-050-2123	IPERS WITHHOLDING	15,609.88
112-050-2124	HEALTH INSURANCE WITHHOLDING	22,183.03
112-050-2125	DENTAL INSURANCE	1,591.44
112-050-2132	VISION WITHHOLDING	201.74
Total:		54,565.39

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	702.41
600-050-2122	STATE WITHHOLDING	312.73
600-050-2127	CHILD SUPPORT WITHHOLDING	18.27
Total:		1,033.41

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	643.36
610-050-2122	STATE WITHHOLDING	285.41
610-050-2127	CHILD SUPPORT WITHHOLDING	18.27
Total:		947.04

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	13.37
670-050-2122	STATE WITHHOLDING	12.72
Total:		26.09

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	238.44
741-050-2122	STATE WITHHOLDING	114.50
741-050-2127	CHILD SUPPORT WITHHOLDING	9.15
Total:		362.09

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,433.08
Total:		2,433.08



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00774 - 6/27/23 UMB BANK ADMIN FEES

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0050 - UMB BANK									Vendor Total:	1,300.00
948397	Invoice	6/27/2023	6/27/2023	6/27/2023	6/27/2023	250.00	0.00	0.00	0.00	250.00
2011 ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 6/27/2023		Bank Draft:		DFT0002386
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
2011 ADMIN FEE Distributions	Service		0.00	0.00	250.00	0.00	0.00	0.00		250.00
Account Number	Account Name	Project Account Key			Amount	Percent				
200-210-6899	ADM FEE - 2011 - GO STREETS PORT...				250.00	100.00%				
948417	Invoice	6/27/2023	6/27/2023	6/27/2023	6/27/2023	250.00	0.00	0.00	0.00	250.00
2013A ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 6/27/2023		Bank Draft:		DFT0002388
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
2013A ADMIN FEE Distributions	Service		0.00	0.00	250.00	0.00	0.00	0.00		250.00
Account Number	Account Name	Project Account Key			Amount	Percent				
200-210-6896	ADM FEE - 2013A GO STREETS PORT..				250.00	100.00%				
948426	Invoice	6/27/2023	6/27/2023	6/27/2023	6/27/2023	250.00	0.00	0.00	0.00	250.00
2014A ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 6/27/2023		Bank Draft:		DFT0002387
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
2014A ADMIN FEE Distributions	Service		0.00	0.00	250.00	0.00	0.00	0.00		250.00
Account Number	Account Name	Project Account Key			Amount	Percent				
200-811-6898	ADM FEE - 2014A GO WATER				250.00	100.00%				
948717	Invoice	6/27/2023	6/27/2023	6/27/2023	6/27/2023	250.00	0.00	0.00	0.00	250.00
2017 ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 6/27/2023		Bank Draft:		DFT0002385
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
2017 ADMIN FEE Distributions	Service		0.00	0.00	250.00	0.00	0.00	0.00		250.00
Account Number	Account Name	Project Account Key			Amount	Percent				
200-125-6894	ADM FEE-PARKS 2017 -GO TIF				250.00	100.00%				
948775	Invoice	6/27/2023	6/27/2023	6/27/2023	6/27/2023	300.00	0.00	0.00	0.00	300.00
2018A ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 6/27/2023		Bank Draft:		DFT0002384
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
2018A ADMIN FEE Distributions	Service		0.00	0.00	300.00	0.00	0.00	0.00		300.00
Account Number	Account Name	Project Account Key			Amount	Percent				
200-125-6892	ADM FEE- 2018 GO TIF PORTION				300.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	5	1,300.00	0.00	0.00	0.00	1,300.00	1,300.00	0.00
Grand Total:		1,300.00	0.00	0.00	0.00	1,300.00	1,300.00	0.00

Account Summary

Account	Name	Amount
200-125-6892	ADM FEE- 2018 GO TIF PORTION	300.00
200-125-6894	ADM FEE-PARKS 2017 -GO TIF	250.00
200-210-6896	ADM FEE - 2013A GO STREETS PORTION	250.00
200-210-6899	ADM FEE - 2011 - GO STREETS PORTION	250.00
200-811-6898	ADM FEE - 2014A GO WATER	250.00
Total:		1,300.00



Payroll Check Register

Checks

Pay Period: 6/5/2023-6/18/2023

Packet: PYPKT00438 - 06/05-06/18/2023 PAID ON 06/23/2023

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: PYPKT00438 - 06/05-06/18/2023 PAID ON 06/23/2023
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAILEY, BOYCE E	7104	06/23/2023	1,298.73	103866
BERGESON, JOHN W	7121	06/23/2023	1,831.34	103867
BRIGGS, ASHTON S	1511	06/23/2023	1,133.51	103868
BRUCE, EMMA	3141	06/23/2023	778.36	103869
CARPENTER, JOHN C	5129	06/23/2023	1,526.50	103870
CHAPA, DAISY Y	1584	06/23/2023	612.26	103871
COLLISON, PATRICK F	5103	06/23/2023	2,095.34	103872
CORY, JOHN P	7120	06/23/2023	1,559.60	103873
CRITTENDEN, MATTHEW	1567	06/23/2023	960.70	103874
DOMINGUEZ, MATTHEW P	1513	06/23/2023	693.49	103875
EHLER, AANNA N	1575	06/23/2023	1,662.81	103876
GILSON, DUSTY ALAN	7124	06/23/2023	1,347.94	103877
HAGAN, SHELBY L	5118	06/23/2023	2,440.02	103878
HARMISON, TROY G	1503	06/23/2023	1,698.23	103879
HIGGINS, DAVID P.	7105	06/23/2023	1,479.33	103880
HORTON, JOHN C	7112	06/23/2023	3,227.64	103881
HORTON, JOHN C	7112	06/23/2023	100.00	103881
HUFF, TIMOTHY J	1559	06/23/2023	1,728.17	103882
JESS, JENE' N	5123	06/23/2023	3,281.34	103883
JOHNSON, ANNASTASHA	5130	06/23/2023	1,333.10	103884
KENT, RONALD D	7115	06/23/2023	1,170.96	103885
KING, CHRISTINA M	3143	06/23/2023	640.85	103886
KLINKER-FELD, MICHELL M	3135	06/23/2023	2,428.88	103887
KREUDER, AARON M	1441	06/23/2023	3,471.48	103888
KRUSE, OSCAR	1586	06/23/2023	869.27	103889
LUING, TIFFANY A	5133	06/23/2023	1,825.84	103890
LUNDQUIST, BRADLEY D	1555	06/23/2023	739.05	103891
MANGUM, MEGAN SUSANNA	3142	06/23/2023	1,669.09	103892
MARSHMAN, CRAIG A	5125	06/23/2023	1,536.90	103893
MERRILL, SARAH J	1590	06/23/2023	1,695.02	103894
MILLER, BRODY E	1582	06/23/2023	522.21	103895
MORRIS, REBECCA L	1504	06/23/2023	2,184.32	103896
MURRAY, MARGARET	5126	06/23/2023	2,368.25	103897
OLIVER, MARKETA S	8403	06/23/2023	300.00	103898
OLIVER, MARKETA S	8403	06/23/2023	3,569.35	103898
PEZLEY, ISAAC J	5132	06/23/2023	2,185.67	103899
PHIPPS-BUCKLIN, CHANTEL E	4145	06/23/2023	811.66	103900
REYNOLDS, RAY A	1537	06/23/2023	666.28	103901
SANDERS, JILL C	3128	06/23/2023	3,018.50	103902
SCHINCKE, MEGAN	3137	06/23/2023	445.81	103903
SCHINCKE, MEGAN	3137	06/23/2023	1,040.23	103903
SEXTON, WILLIAM M	7125	06/23/2023	565.24	103904
SEXTON, WILLIAM M	7125	06/23/2023	400.00	103904
SHARP, COLE P	1581	06/23/2023	874.28	103905
SPOERRY, DANIELLE M	1527	06/23/2023	1,270.69	103906
SUMMERS, ALAN C	1534	06/23/2023	1,602.42	103907
VAN HOUTEN, NICOLE M	5121	06/23/2023	1,612.47	103908



Payroll Check Register Report Summary

Packet: PYPKT00438 - 06/05-06/18/2023 PAID ON 06/23/2023
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	47	70,273.13
Total	47	70,273.13



Refund Check Register

Refund Check Detail

UBPKT04094 - REFUND 2ND PAYMENT 01-02414-15

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-02414-15	ROBINSON, JOSEPH E	6/29/2023	62251	150.00			150.00	Deposit
Total Refunds: 1				Total Refunded Amount:	150.00			

Revenue Code Summary

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

General Ledger Distribution

Posting Date: 06/29/2023

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



Payroll Check Register

Checks

Pay Period: 7/5/2023-7/5/2023

Packet: PYPKT00444 - VACATION PAYOUT
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: PYPKT00444 - VACATION PAYOUT
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BERGESON, JOHN W	7121	07/07/2023	669.54	103951
HARMISON, TROY G	1503	07/07/2023	899.78	103952
HIGGINS, DAVID P.	7105	07/07/2023	1,159.92	103953
HORTON, JOHN C	7112	07/07/2023	6,483.94	103954
HORTON, JOHN C	7112	07/07/2023	100.00	103954
KREUDER, AARON M	1441	07/07/2023	7,660.12	103955
MORRIS, REBECCA L	1504	07/07/2023	7,748.06	103956
OLIVER, MARKETA S	8403	07/07/2023	13,763.84	103957
OLIVER, MARKETA S	8403	07/07/2023	300.00	103957



Payroll Check Register

Report Summary

Packet: PYPKT00444 - VACATION PAYOUT
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	9	38,785.20
Total	9	38,785.20



Payroll Check Register

Checks

Pay Period: 6/19/2023-7/2/2023

Packet: PYPKT00443 - 06/19-07/02/2023 PAID 07/07/2023

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
MURRAY, MARGARET	5126	Regular	07/07/2023	0.00	1091



Payroll Check Register

Direct Deposits

Pay Period: 6/19/2023-7/2/2023

Packet: PYPKT00443 - 06/19-07/02/2023 PAID 07/07/2023

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAILEY, BOYCE E	7104	07/07/2023	1,339.78	103909
BERGESON, JOHN W	7121	07/07/2023	1,964.34	103910
BRIGGS, ASHTON S	1511	07/07/2023	1,162.76	103911
BRUCE, EMMA	3141	07/07/2023	795.46	103912
CARPENTER, JOHN C	5129	07/07/2023	1,610.77	103913
CHAPA, DAISY Y	1584	07/07/2023	872.31	103914
COLLISON, PATRICK F	5103	07/07/2023	2,188.29	103915
CORY, JOHN P	7120	07/07/2023	1,631.40	103916
CRITTENDEN, MATTHEW	1567	07/07/2023	950.93	103917
DOMINGUEZ, MATTHEW P	1513	07/07/2023	716.51	103918
EHLE, AANNA N	1575	07/07/2023	1,858.83	103919
GILSON, DUSTY ALAN	7124	07/07/2023	1,516.86	103920
HAGAN, SHELBY L	5118	07/07/2023	2,555.41	103921
HARMISON, TROY G	1503	07/07/2023	1,749.64	103922
HIGGINS, DAVID P.	7105	07/07/2023	1,458.60	103923
HORTON, JOHN C	7112	07/07/2023	3,412.80	103924
HORTON, JOHN C	7112	07/07/2023	100.00	103924
HUFF, TIMOTHY J	1559	07/07/2023	1,808.24	103925
JESS, JENE' N	5123	07/07/2023	3,454.55	103926
JOHNSON, ANNASTASHA	5130	07/07/2023	1,387.05	103927
KENT, RONALD D	7115	07/07/2023	1,077.56	103928
KING, CHRISTINA M	3143	07/07/2023	678.20	103929
KLINKER-FELD, MICHELL M	3135	07/07/2023	2,426.67	103930
KREUDER, AARON M	1441	07/07/2023	3,588.45	103931
KRUSE, OSCAR	1586	07/07/2023	826.25	103932
LUING, TIFFANY A	5133	07/07/2023	1,888.04	103933
LUNDQUIST, BRADLEY D	1555	07/07/2023	793.54	103934
MANGUM, MEGAN SUSANNA	3142	07/07/2023	1,752.33	103935
MARSHMAN, CRAIG A	5125	07/07/2023	1,634.26	103936
MERRILL, SARAH J	1590	07/07/2023	1,701.04	103937
MILLER, BRODY E	1582	07/07/2023	232.93	103938
MORRIS, REBECCA L	1504	07/07/2023	2,311.40	103939
OLIVER, MARKETA S	8403	07/07/2023	300.00	103940
OLIVER, MARKETA S	8403	07/07/2023	3,569.54	103940
PEZLEY, ISAAC J	5132	07/07/2023	2,264.42	103941
PHIPPS-BUCKLIN, CHANTEL E	4145	07/07/2023	723.05	103942
REYNOLDS, RAY A	1537	07/07/2023	957.46	103943
SANDERS, JILL C	3128	07/07/2023	3,152.53	103944
SCHINCKE, MEGAN	3137	07/07/2023	125.00	103945
SCHINCKE, MEGAN	3137	07/07/2023	463.40	103945
SCHINCKE, MEGAN	3137	07/07/2023	1,081.27	103945
SEXTON, WILLIAM M	7125	07/07/2023	400.00	103946
SEXTON, WILLIAM M	7125	07/07/2023	952.45	103946
SHARP, COLE P	1581	07/07/2023	507.96	103947
SPOERRY, DANIELLE M	1527	07/07/2023	1,282.33	103948
SUMMERS, ALAN C	1534	07/07/2023	1,470.41	103949
VAN HOUTEN, NICOLE M	5121	07/07/2023	1,598.10	103950



Payroll Check Register Report Summary

Pay Period: 6/19/2023-7/2/2023

Packet: PYPKT00443 - 06/19-07/02/2023 PAID 07/07/2023

Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	1	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	47	70,293.12
Total	48	70,293.12

Special Event Packet



Special Event Permit—Guidelines and Requirements

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

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

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

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

Special Event Application

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

(Please Print)

Event Name _____ **Date(s) of Event** _____

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

Setup Time _____ **Starting Time** _____ **Ending Time** _____

(Please Print)

Organization Hosting Event _____

Contact Person _____ **Day Phone** _____

Email _____

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): _____

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

Event Details:

(provide estimated counts)

Estimated Attendance _____
 Trash Containers _____
 Portable Toilets _____

(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 _____
- 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: _____

Will you charge admission / registration fees:

☐ Yes ☐ No

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

Will there be product for sale on site?

☐ Yes ☐ No

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

Will alcohol be served or sold?

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☒ No

Will you be using inflatable rides or devices?

☐ Yes ☐ No

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

Will your event interfere with vehicle traffic?

☐ Yes ☐ No

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

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

☐ Yes ☐ No

Will you be shooting off fireworks?

☐ Yes ☐ No

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

Will you be posting [temporary signage](#)?

☐ Yes ☐ No

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

Will you need access to a water source?

☐ Yes ☐ No

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

Will you be using amplified sound?

☐ Yes ☐ No

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

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

Will you need access to electricity?

☐ Yes ☐ No

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

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

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

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

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

Signature Laura Men

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.

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

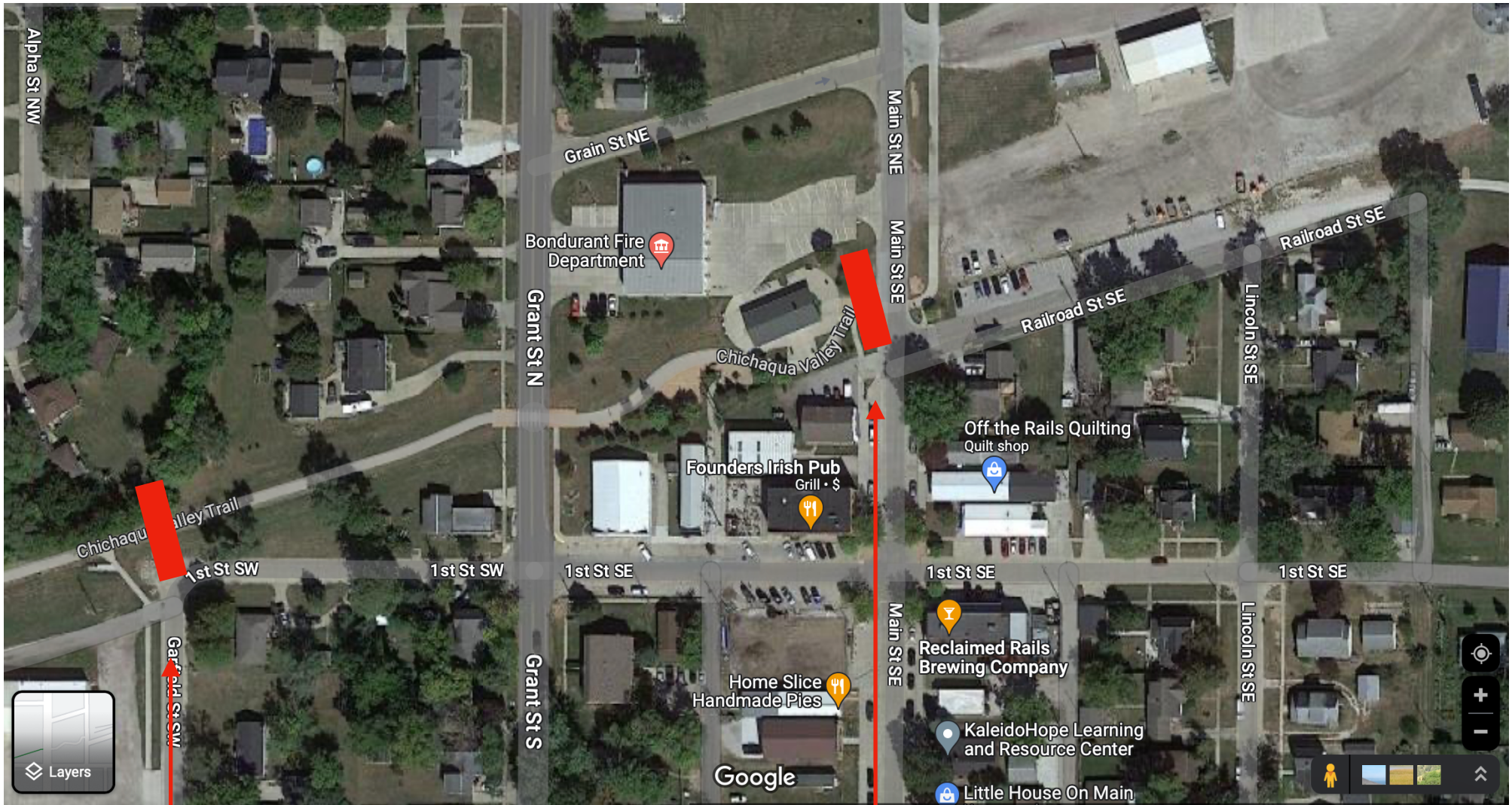
Check List and Fee Table to Calculate your application fee:

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

☐ Noise Permit Fee	\$20/a day or less \$40/more than a day		Please make check payable to The City of Bondurant.
☐ Temporary Sign Permit Fee	\$10/ 30 days		
☒ Certificate of Insurance with City names as additional insured		n/c	
☒ Map of event area layout			
☐ List of signatures and addresses of the impacted households by a street closure			
TOTAL DUE WITH APPLICATION		\$0	

Describe the event:

Bondurant Community Foundation will host a Sidewalk Chalk Festival at Bondurant Regional Trailhead in conjunction with the City of Bondurant's Bondu Blues & Brews Festival. Throughout the day, artists of all ages and abilities are invited to create artwork on sections of the sidewalk. There are three age categories, with prizes being awarded during the Bondu Blues & Brews Festival later in the evening. Additionally this year, vendors from the Farmer's Market are invited to be a part of the Sidewalk Chalk Festival and setup vendor booths during the event.



Work with City Staff to do the same as last year:
 Barricade
 Trail Closed Sign
 Detour / Re-route

Work with City Staff to do the same as last year:
 Barricade
 Trail Closed Sign
 Detour / Re-route



We will locate vendors in the grass areas along the trail and around the Depot. Exact locations TBD once vendors and number of vendors are finalized.

Tax Abatement Applications
July 10, 2023
City of Bondurant

Name	Address	Closing Date	Cost
Tyler Regan	233 11 th Court, NW	6/26/2023	\$399,900



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

Item No. 6.d.
For Meeting of 7/10/2023
Receive and File

TITLE: Receive & File - Parks and Recreation Board Meeting Minutes of March and April

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

Meeting Minutes
Bondurant Community Library | Library Board of Trustees
Wednesday, June 7, 2023

1. **Roll Call:** *Members Present:* Josh Bryant, Jen Keeler, Sue Ugulini, Julie Bergeson, Mike Kramer, Amber Flinn and Craig Campbell. Library Director Sanders and assistant Director Klinker-Feld were also present.
2. **Call to order:** Meeting called to order at 6:07 PM by President Bryant.
3. **Guests present:** Marketa Oliver, City of Bondurant; Matt Sillanpaa, City Council liaison (attended virtually).
4. **Perfecting and Approving the Agenda:** Motion to approve the agenda by Ugulini, seconded by Campbell. Motion carried.
5. **Approval of Consent Agenda:**
 - a. Minutes of past meeting – May 2023
 - b. Financial Report
 - c. Approve Warrant list / authorize expenditures
 - d. Staff Report - May
 - e. Director's Report - May
 - f. Statistics Review

Motion to approve the above consent agenda with correction by Keeler, seconded by Kramer. Motion carried.

6. **Public Comments:** None.
7. **Library Foundation Update:** Book Sale was held May 12-13, 2023.
8. **Friends of the Library Update:** Continue to recruit volunteers for various activities and fundraising.
9. **City Council Liaison Report:** Bondurant Men's Club annual SummerFest is June 12-13. The City has hired a team of consultants to create an Art, Culture & Wayfinding Plan and is seeking community input.
10. **Old Business:** None.
10. **New Business:**
 - a. **Trustee Training – Chapter 4 Trustee Handbook.** Reviewed Chapter 2: *Hiring a Library Director*. Trustees reminded to report completed education to Director Sanders.
 - b. **Polk County contract for rural library service.** Director Sanders provided an update on changes to funding for rural library services. Discussions continue with other Polk County Libraries and the Board of Supervisors.

B. Board President Items: None.

12. Adjournment: Motion to adjourn by Campbell, seconded by Kramer. Motion carried.

Next Meeting: Wednesday, July 5, 2023 at 6PM



Librarian items June 2023

- No Library staff meeting was held in June.
- Director Sanders attended Foundation and Friends meetings on June 21.
- Director Sanders attended Polk County Library meeting virtually on June 14. Discussion was held on the Polk County Contract that was just received from the Supervisors Office. This contract is due to expire on July 1, 2023.
- The Library's Summer Reading Program began on June 5. Outreach to daycare facilities, weekly programs, prize incentives and much more will continue until the end of July. 660 have registered on-line for the program as of June 14.
- Final landscaping tree replacements from the building project have been completed 6 trees, 6 shrubs were replaced that had not survived this past year. City Works Department is assisting with the watering of these new trees/shrubs.



Drum Safari Summer Reading Program

Elvis the Pony Summer Reading Program



Staff Report

Michell:

- Attended Bondurant Historical Society meeting on June 19
- Webinar "Introduction to WhoFi's Questions Sets"
- Webinar "Foundations of Public Libraries: Principles of a Noble Profession" (Endorsement course)

Megan S.:

Megan M.:

Chantel:

- Webinar “Intro to Public Services” endorsement course
- Discussion for “Intro to Public Services”
- Virtual All Iowa Reads author talk
- Webinar “Foundations of Public Libraries” endorsement course
- Webinar “HF 718 (Iowa Property Tax Reform)” and Q&A following

Emma:

Christina:

Events in May:

- 13 Story Times at the Library
- 4 Story Times at City Park
- 5 Sessions of Baby Story & Play
- 9 Sessions of Fit for Life!
- Adult Craft Night
- Book discussion for Adults
- Third Thursday at Hoover’s
- Books on Tap book discussion at Reclaimed Rails
- Book Club for grades 3-5
- Book Club for grades 6-8
- Book Club for grades 9-12
- Teen Advisory Group
- Pokémon Club
- 8 Summer Reading Programs
- 2 Booths at the Farmers Market

Stats for June 2023

- Total Circulation for the month 10,718, 10,444 last year at this time.
- On-line usage (e-Books, Downloadable music, Tumblebooks, Hoopla (music, ebooks, streaming video), Transparent Language, Brainfuse, Adventure Pass 1,982, 1,373 last year.
- Door Count 3,9735, last year 3,454.
- Assisting patrons by phone, with the catalog, computers, etc. 816 and 756 last year.
- Story times- 18 were held with 383 attending.
- Total programming attendance 2,588 for adults, youth and children.
- Internet usage in house was 1,059, last year 528, 1,747 Wi-Fi users 1,171 last year, 139 hotspot were used this past month last year 158.
- Meeting room –June had 35 reservations by the community.
- Issued 111 new library cards. Last year we issued 105 cards during the month of June.
- The library did 41 requests for materials from other libraries and provided 90 to other libraries.
- 276 items were added to the collection and 23 were removed.
- 229 Mobile Printing
- 76 patrons used the Tablet Station



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

Item No. 6.f.
For Meeting of 7/10/2023
Resolution

TITLE: - Resolution approving agreement with HR Green Inc. for the Professional Services Agreement for the 2023 Pavement Management Study Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As a part of the FY24 fiscal budget, staff has budgeted money to conduct a pavement management study to help capture the existing condition of the City of Bondurant roadway network, and forecast pavement management practices into the future.

City staff have selected HR Green to provide this service for the city. HR Green has a proven track record and an extensive background in pavement management. Their team is led by former public employees that understand the issues that most communities are facing when it comes to managing deteriorating infrastructure. HR Green will provide the city with a detailed data-driven, and scenario-based plan that will allow staff to determine the optimal approach to best utilize our road use funds to repair and maintain our street network.

FUNDING SOURCE: FY24 RUT Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230710-130
2. Pavement Management Agreement

CITY OF BONDURANT
RESOLUTION NO. 230710-130

RESOLUTION APROVING PROFESSIONAL SERVICES AGREEMENT FOR THE
2023 PAVEMENT MANAGEMENT STUDY TO HR GREEN INC. IN THE AMOUNT
NOT TO EXCEED \$30,000.00

WHEREAS; on July 5th, 2023, the City of Bondurant received the professional services agreement for the engineering services for the 2023 Pavement Management Study for the City of Bondurant; AND

WHEREAS; the City Council approves the professional services agreement for the 2023 Pavement Management Study Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that professional services agreement for the 2023 Pavement Management Study Project to HR Green Inc. is hereby approved.

Passed this 10th day of July 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				



PROFESSIONAL SERVICES AGREEMENT

For

**PAVEMENT MANAGEMENT STUDY
CITY OF BONDURANT, IA**

John Horton, Public Works Director
City of Bondurant
200 2nd Street NE, Box 37
Bondurant, Iowa 50035

Larry Stevens, P.E.
HR Green, Inc.
5525 Merle Hay Road, Suite 200
Johnston, IA 50131-1448
HR Green Project Number 2302984

July 5, 2023

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0.0 INTRODUCTION

HR Green, Inc. has been providing award-winning pavement management plans and assisting cities administer cost-efficient capital improvement programs for many years. Several of our staff are former public employees and are familiar with the practical solutions communities require. We understand the issues facing our Iowa communities, especially those related to managing deteriorating infrastructure with limited funds.

Every community has different needs, funding situations, political structures, and approaches to handling roadway maintenance, rehabilitation, and reconstruction. That is why HR Green specifically tailors each Pavement Management Plan to the individual needs and situations of the community. We create “Living Documents” that grow and take shape with each community. Whether they need help getting started, or long-term assistance, our experienced pavement engineers will lead the way.

The HR Green team uses data-driven, scenario-based planning to determine optimal approaches to funding and project selection. We will assist the City of Bondurant to effectively determine ***the right treatment, for the right pavement, at the right time.***

THIS **AGREEMENT** is between the CITY of BONDURANT, IOWA (hereafter “CLIENT”) and HR GREEN, INC. (hereafter “COMPANY”).

1.0 Project Understanding and Methodology

1.1 General Understanding

The CLIENT owns and maintains approximately 45 centerline miles of streets. The CLIENT is interested in implementing a comprehensive 10-year, Pavement Management Plan that provides a framework for effectively managing the CLIENT’s streets.

The COMPANY proposes to leverage existing GIS resources and pavement condition data from the Iowa Pavement Management Program (IPMP) to assess current conditions and establish a system to prioritize future roadway repair, rehabilitation, and reconstruction projects. The IPMP data encompasses the entirety of CLIENT’s paved roadway network and is available at no cost. Using that system, the COMPANY will then provide a 10-year Capital Improvement Plan (CIP) that includes a list of recommended projects, recommendations for improvements to pavement design and maintenance standards, as well as an evaluation of resources and expenditures required to maintain various levels of condition performance.

The CLIENT’s request for a Pavement Management Study indicates the CLIENT’s commitment to sustainable infrastructure through proper asset management principles. Through this project, the CLIENT will be able to ensure, with sufficient funding, the CLIENT’s roadways are adequately maintained and preserved at a high level of service and safety.

1.1 Project Approach

The project will consist of:

- Review of the CLIENT’s design standards for street construction and maintenance practices and making recommendations for improvements to achieve long-lasting pavements

- Auditing the GIS inventory of the CLIENT's street system
- Evaluating the system's current roadway conditions
- Determining major rehabilitation and reconstruction alternatives and the thresholds that will trigger their use to be used in the data analysis and projections and their life cycle costs (LCC).
- Developing Performance-based and Budget-based projections for the following scenarios:
 - Maintaining three different levels of average Pavement Condition Index (PCI) and one with different levels of average PCIs based on street functional classification
 - With funding that stays the same as currently exists, which indicates the resulting future PCI
 - With funding that decreases and the resulting future PCI
 - With funding that increases and the resulting future PCI
- Recommending performance PCI levels and annual budget goals
- Developing a 10-year Pavement Capital Improvements Plan with the agreed upon average PCI levels and annual funding

1.2 Methodology

The COMPANY will review the CLIENT's pavement design standards and make recommendations for changes to the design, material, and construction standards to extend the life of pavements. The COMPANY proposed staff has vast experience with pavement system design and long-lasting pavement. See Scope of Services below for more detailed information.

Pavement Inventory, Condition Analysis, and Recommending and Prioritizing Improvements:

- IPMP Data – The Iowa Department of Transportation, through the Iowa Pavement Management Program (IPMP), collects pavement condition data for all public roadways in Iowa on a biennial basis. This automated data collection, utilizing vehicle-mounted sensors, includes roughness of the roadways and various pavement distresses such as rutting or cracking. In addition, a video inventory is obtained. COMPANY will analyze this data utilizing the Deighton Total Infrastructure Management System Business Analytics (dTIMS BA) software.
- Visual Data – It is important to ground-truth dTIMS BA analysis through visual inspection and augment IPMP data with observations on infrastructure commonly missed by mobile scanning. COMPANY will visually rate approximately 10% of the roadways to verify/validate the IPMP pavement conditions.
- Historical review – COMPANY will also perform a review of plans and maintenance histories provided by the CLIENT.
- Putting dTIMS BA to work – The IPMP provides cities with a powerful tool for pavement management by subsidizing subscriptions to dTIMS BA. COMPANY's project team has the know-how to put dTIMS BA to work for the CLIENT. By using the CLIENT's access to the software, COMPANY can cost-effectively analyze vast amounts of mobile scanning data that are already available from the IPMP. With the proper inputs, dTIMS BA is capable of expediting the LCC analysis process. Properly utilizing dTIMS BA with accurate inputs will ensure the right treatment is chosen for the right pavements at the right time.

1.3 Design Criteria/Assumptions

- The CLIENT's street system consists of approximately 45 centerline miles
- Pavement design and maintenance standards and best practices review will be based on SUDAS guidance, relevant pavement research, and industry standards
- In conjunction with the CLIENT, determine major rehabilitation and reconstruction alternatives and the thresholds that will trigger their use to be used in the data analysis and projections and their life cycle costs
- Modeling of scenarios will utilize data provided by the IPMP through the CLIENT's dTIMS BA subscription to the IPMP
- Develop Performance-based and Budget-based projections for the following scenarios:
 - Maintaining three different levels of average Pavement Condition Index (PCI) and one with different levels of average PCIs based on street functional classification
 - With funding that stays the same as currently exists, which indicates the resulting future PCI
 - With funding that decreases and the resulting future PCI
 - With funding that increases and the resulting future PCI
- Recommend performance PCI levels and annual budget goals
- Develop a 10-year Pavement Capital Improvements Plan with the agreed upon average PCI levels and annual funding

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

2.1 Project Administration

2.1.1 Project Management

The COMPANY shall prepare and submit monthly email updates (< 1-page) summarizing overall project status and informing of any unexpected issues. COMPANY will maintain a system for monitoring progress to allow monthly tracking and invoicing.

The COMPANY will submit with each design service invoice a summary of work performed, estimated task completion percentage, contract completion date, and actual completion date.

2.1.2 Monitoring Project Scope and Schedule

This task includes the development and tracking of the project plan for the project development. This includes task identification, scheduling, task assignment, relating all tasks to the others, and coordination with other members of the project team. The COMPANY will inform the CLIENT of any services required that may not be included in the scope of the design services contract approved by the CLIENT for this Project. It will be the responsibility of the COMPANY to make the CLIENT aware of any potential amendments to the contract before the services are rendered. This notice must occur prior to any extra services being performed. Only those services approved by the CLIENT are eligible for compensation. If design work is not progressing in a manner to comply with the anticipated completion date,

the COMPANY shall provide a brief summary of the actions to be taken to reduce or eliminate any delays in completing the design in accordance with the agreed upon schedule.

2.1.3 Project Review Meetings

The COMPANY will meet with the CLIENT to review progress and to discuss specific elements of the project. The meetings will also serve to establish schedules, develop project goals, establish initial design parameters, promote a dialog between the various entities, improve the decision-making process, and expedite design development. Prepare minutes of the meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by two (2) staff members of the COMPANY.

The following meetings are included with the scope of work:

- Kickoff Meeting
- Pavement Design Standards and Maintenance Standards
- Post Review of Existing Conditions & Priority Setting
- Draft Plan
- Final Plan

2.1.4 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

2.1.5 General Coordination

Includes regular coordination with CLIENT staff. Also includes coordination with Iowa Pavement Management Program (IPMP) regarding data collection and analysis.

2.1.6 City Council Updates

The COMPANY will make two (2) presentations to the City Council to provide a brief overview of the initiative, discuss examples, explain the process, and the final deliverables.

2.2 Pavement Design Standards Review

The CLIENT's current pavement design requirements will be compared to the standards established by the Iowa Statewide Urban Design and Specifications (SUDAS) Program. In addition, other relevant Iowa State University research, such as IHRB Project TR-640 *Optimizing Pavement Base, Subbase, and Subgrade Layers for Cost and Performance of Local Roads*, will be utilized in the comparison. This will include analyzing all elements of the pavement system, including subgrade, subbase, subsurface drainage, pavement thickness, PCC mixtures, pavement jointing, and construction methods. Recommendations will be made to the CLIENT's standards to help achieve a 50-year design life of the CLIENT's pavements.

2.3 Pavement Maintenance Standards Review

The CLIENT's pavement maintenance practices will be reviewed and compared to the standards and recommendations of SUDAS Design Chapter 5I, Pavement Preservation Program, in addition to "best management practices" guidance provided by paving associations

and governmental organizations. Further recommendations for improvements will be made based on CLIENT and COMPANY staff knowledge and experience.

2.4 Data Analysis

2.4.1 Data Gathering/Analysis

COMPANY will work with CLIENT and IPMP staff to obtain and verify pavement data and condition information. The specific tasks to be performed include the following:

2.4.2 Inventory Data

Extensive experience with the IPMP data, as well as state, county, and local data sources will allow COMPANY to develop an accurate and complete inventory of streets and their characteristics.

COMPANY shall review publicly available GIS data and historical information including written documentation and the automated data currently being collected for the CLIENT by the IPMP. The COMPANY will merge this data into a usable format within ArcView GIS. Data will include at minimum Roadway Identification, Functional Classification, Surface Type, Surface Width, Curb and Gutter Status, estimated Average Daily Traffic (ADT), Pavement Distress Data collected by IPMP in 2021, and current Condition Rating. This information will then be aggregated and assessed alongside the CLIENT'S current methods, standards, and specifications.

2.4.3 Data Verification

The automated data collection will provide an analysis of certain characteristics of the roadway but is not sufficient on its own.

In addition to the IPMP data, the COMPANY will use its experienced field personnel to conduct limited visual field inspections, comprised of approximately 10% of the CLIENT's roadway system, to validate/verify the pavement condition analysis. This includes selective field verification, not a field survey of the entire roadway network. COMPANY will also use Iowa DOT Pathweb and available CLIENT information, such as condition of curb and storm intakes, because the automated data collection generally gives only the condition of drivable pavement and does not include these items.

2.4.4 Develop Existing Conditions Memo

The COMPANY will prepare a memorandum detailing the current pavement conditions for the CLIENT, using the most recent available IPMP data. This shall include descriptive statistics, a variety of high-resolution maps/graphics, and provide commentary on any unique conditions or failures exhibited by the IPMP data.

2.5 Pavement Rehabilitation and Reconstruction Treatment Strategies

2.5.1 Identify Preferred Rehabilitation Treatment Methods

The COMPANY will use its extensive municipal engineering expertise and research experience with Statewide Urban Design and Specifications (SUDAS) to review CLIENT standards and current maintenance practices in conjunction with other major literature

regarding current best practices for pavement preservation and minor and major rehabilitation. From there, the COMPANY will offer suggestions regarding “best management practices” by creating a “toolbox” of treatment types and identify proper conditions for various treatment applications. A compiled list of the recommended treatments will be provided along with appropriate application strategies for the CLIENT to consider when making project treatment determinations.

2.5.2 Treatment Construction Cost

The COMPANY will provide opinions of estimated construction costs to construct each treatment included in the treatment selection. The CLIENT will provide several years of history of bid tabulations to assist in these calculations. These costs will not include design, engineering, or other administrative costs.

2.5.3 Treatment Factors

The COMPANY, along with the CLIENT, will assemble a list of any treatment related factors that may come into play in determining their feasibility. This list may include the CLIENT’s experience with the use of the treatment, future maintenance requirements, local contractors’ experience with the treatment, availability of needed equipment and materials, and competition among providers of materials.

2.5.4 Develop Condition Thresholds

The COMPANY will coordinate with CLIENT staff to determine the desired pavement condition thresholds for the various roadway classifications. These thresholds will represent the minimum desired pavement conditions at which a segment of pavement becomes a candidate for improvement, subject to the optimization criteria used in dTIMS BA.

2.5.5 Pavement Performance Curves

The COMPANY, with input from CLIENT staff, will develop pavement performance curves to be used in the dTIMS BA analysis and in the application of the treatment methods.

2.6 Plan for Improvements

2.6.1 Scenario Modeling

The COMPANY will utilize the dTIMS BA software to develop a pavement performance model for the CLIENT and run various budget and target driven scenarios as determined with the Client. Sustainable rehabilitation/replacement schedules with annualized costs will be developed for the following scenarios:

- Maintaining three different levels of average PCI and one with different levels of average PCIs based on street functional classification
- With funding that stays the same as currently exists, which indicates the resulting future PCI
- With funding that decreases and the resulting future PCI
- With funding that increases and the resulting future PCI

Modeled scenarios will be performed for a minimum period of 15 years. The results of these testing scenarios will be used to inform final decision-making and help set priorities or goals for the Pavement Management Program. The COMPANY will recommend to the CLIENT a preferred strategy that best addresses the needs of the community using the priorities previously established.

2.6.2 Pavement Management Report

The COMPANY will develop a pavement management program report that summarizes the data collection and analysis, treatment strategies for minor and major rehabilitation and reconstruction, the prioritization of the improvements, and the recommended improvements. Report will include a map(s) showing condition rating of all the roadways of the CLIENT. Portions of this report will be formatted for use on the CLIENT's website and for electronic distribution to the public.

2.6.3 Develop 10-Year Capital Improvement Plan

The COMPANY, with assistance/input from CLIENT staff, will prepare a 10-year plan programming anticipated funds, as directed by the CLIENT. COMPANY will prepare magnitude of costs for design and construction of the recommended improvements. The initial task will not include preparation of detailed cost estimates. Goal of the COMPANY will be to stay within 10% of the annual revenue to be received in each fiscal year for ten (10) years. Funds will be programmed annually, and expenditures broken down by fiscal year. Plan will include programming of design fees and construction fees, likely in separate fiscal years.

After the prioritization of the improvements, the COMPANY will conduct site reviews for the projects included in the 10-year plan to identify project elements and develop estimated project costs.

3.0 Deliverables and Schedules Included in this Agreement

- Meeting Agendas and Minutes (this will also document policy goals and tracking metrics)
- Existing Program Evaluation Memo
- Existing Pavement Conditions Report
- City Council Presentation Power Point
- Pavement Management Program (10-Year CIP & Report)
- Report Maps in GIS shapefile format

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

Contract Approval	TBD
Start Date	Upon receipt of executed Contract
Kick-Off Meeting	Within 30 days of Start Date
Review Pavement Design Standards	Within 2 months of Start Date
Review Pavement Maintenance Standards	Within 2 months of Start Date
Existing Conditions Analysis	Within 4 months of Start Date
Develop Pavement Management Plan	Within 6 months of Start Date

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Public involvements activities
- Additional City Council updates beyond those listed above
- Preparation of a website, brochure, or other promotional materials
- Underground utility analysis
- GIS-based mapping portal or dashboards
- Field review of individual projects
- Design services of individual projects
- Field inspection of related infrastructure including storm or sanitary structures, traffic signals, and bridges.
- Life-cycle cost analysis (LCCA) of individual projects
- Development of Specifications and Construction Standards
- Updates to dTIMS BA data, including continuous updates and tracking of projects with the software
- Periodic updates to the 10-year plan

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Iowa Pavement Management Program (InTrans)

- Data Preparation
- dTIMS BA installation

6.0 Client Responsibilities

- Provide meeting room for face-to-face meetings
- Provide representative to participate in meetings, whether in-person or via webconference
- Provide available Geographic Information System (GIS) and/or hard copy street maps
- Provide available pavement thickness, type, and age data
- Provide recent street paving and rehabilitation construction contract information
- Provide dTIMS BA software from IPMP and access by COMPANY



7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: identifiable reproduction costs applicable to the work will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action.

7.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$ 30,000.00

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY 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 at the same time and in the same or similar locality.

8.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, an additional written agreement or change order will be issued and signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, the AGREEMENT shall be considered terminated and neither party will have any further liability under the AGREEMENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY's employees of the functions and services required under this AGREEMENT.

1. The COMPANY agrees to maintain, at COMPANY'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring COMPANY against claims for bodily injury, death or property damage arising out of COMPANY'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability at least as broad as CG 00 01; Products and Completed Operations Liability.

2. The COMPANY also agrees to maintain, at COMPANY'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by COMPANY under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the above CGL and Auto liability policies.
4. The COMPANY agrees to maintain, at the COMPANY'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The COMPANY also agrees to maintain, at COMPANY'S expense, Professional Liability Insurance coverage insuring COMPANY against damages for legal liability arising from a negligent act, error or omission in the performance of professional services required by this agreement during the period of COMPANY'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, COMPANY will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

8.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs, this reasonable amount not to exceed \$500.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

8.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Intentionally Omitted.

8.15 Intentionally Omitted.

8.16 Reuse of Documents

All project documents including, but not limited to, electronic files, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse by the CLIENT, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service.

8.18 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and

methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

CLIENT shall retain copies of the work performed by COMPANY for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, and expenses, arising out of the modification or reuse of these materials.

The CLIENT, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials after Client receives the sealed drawings shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard -copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Intentionally Omitted.

8.23 Intentionally Omitted.

8.24 Intentionally Omitted.

8.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees,



shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed the available insurance proceeds of the applicable insurance policy or policies. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.26 Intentionally Omitted.

8.27 Intentionally Omitted.

8.28 Intentionally Omitted.

8.29 Intentionally Omitted.

8.30 Intentionally Omitted.

8.31 Soliciting Employment

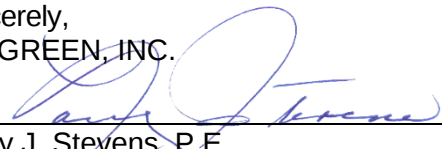
Neither party to this AGREEMENT will solicit an employee of the other nor hire or make an offer of employment to an employee of the other that is working on this PROJECT, without prior written consent of the other party, during the time this AGREEMENT is in effect.

8.32 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,
HR GREEN, INC.


Larry J. Stevens, P.E.

Approved by:

Printed/Typed Name: James E. Halverson

Title: Vice President Date: 7/03/2023

CITY OF BONDURANT, IOWA

Accepted by:

Printed/Typed Name:

Title: Date:



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

Item No. 6.g.
For Meeting of 7/10/2023
Resolution

TITLE: - Resolution approving Agreement with Faller, Kinchloe & Co., PLC for Annual Audit Services for Fiscal Years 23, 24, and 25

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The State of Iowa requires cities in Bondurant's population category to have an annual audit of their financial records. Faller, Kincheloe & Co, PLC, a CPA firm, was the most competitive bid when the City issued Requests for Proposals in 2020. The term of their current contract has reached its end and staff recommend an extension of the contract to 2025.

The maximum Audit Fee would be as follows:

Year-ending 06/30/2023 \$28,500

Year-ending 06/30/2024 \$29,500

Year-ending 06/30/2025 \$30,500

The fee represents an estimated number of 300 hours of work.

FUNDING SOURCE: General Fund

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230710-131
2. 2023-2026 Audit Services Proposal

CITY OF BONDURANT
RESOLUTION NO. 230710-XXX

RESOLUTION APPROVING A PROPOSAL FOR AUDIT SERVICES FOR FY 2023, 2024, 2025

WHEREAS, on March 23, 2020 the City Council approved the issuance of request for proposals for audit services for the fiscal years ending June 30, 2020; 2021; and 2020; AND

WHEREAS the City received three responses to the request, with Faller, Kincheloe & Co, PLC being the lowest qualified bidder; AND

WHEREAS because Faller, Kincheloe & Co, PLC was the lowest qualified bidder by a significant margin, staff recommend extending the current audit services arrangement for the fiscal years ending June 30, 2023; 2024; and 2025; AND

WHEREAS the City received a proposal to extend the current contract from Faller, Kincheloe & Co, PLC, ranging in cost from year 1 \$28,500, year 2 \$29,500, to year 3 \$30,500 for an estimated 300 hours annually.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that the services of Faller, Kincheloe & Co, PLC, be retained for audit services for fiscal years 2023, 2024 and 2025.

Passed this 10th day of July, 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				



June 19, 2023, 2023

Honorable Mayor and City Council
City of Bondurant
200 2nd St NE
Bondurant, IA 50035

We very much appreciate the opportunity to propose our services to the City of Bondurant. This letter is in response to your Request for Proposals for audit services for the years ending June 30, 2023, 2024 and 2025.

Our services will include the performance of an audits of the financial statements of the City of Bondurant as of June 30, 2023, 2024 and 2025 and for the years then ended. The objective of our audits are the expression of opinions as to whether the City of Bondurant's financial statements are fairly presented, in all material respects, in conformity with the basis of cash receipts and disbursements and to report on the fairness of the supplementary information when considered in relation to the financial statements as a whole.

Our audits will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Bondurant and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Bondurant's financial statements. Our report will be addressed to the City Council of the City of Bondurant. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the

results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Bondurant is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Personnel assigned to the engagement include Steve Gerdes and Ryan Roof, partners and Terry Erlbacher, manager. Highlights of our professional qualifications are included as an attachment to this letter.

Our audits will be completed by the March 2023 completion date for the audit. Ryan Roof and Steve Gerdes will be available for technical consultation.

Faller, Kincheloe & Co, PLC has a long history of quality professional service to clients. The company was originally founded as Joel C. Faller, P.C., CPA in 1977. We have provided quality accounting, auditing, consulting and tax preparation services to an extensive list of companies, governments, non-profit organizations, trusts, and individuals. Our professional standards require our firm to hire an independent CPA firm every three years to conduct a review of our accounting and auditing practice. Our recent review was completed with issuance of an unmodified opinion.

We appreciate the opportunity to propose our audit services to you and have reviewed the specifications and agree to and understand the terms outlined in these proposal questions. Our telephone number is 515-362-5672, and the contact person for this proposal is Ryan Roof, CPA. If you have any questions, please let us know.

Sincerely,



Ryan Roof, CPA
Faller, Kincheloe & Co, PLC

Enclosures

Table of Contents

- A. Profile of Faller, Kincheloe & Co, PLC
- B. Scope of Services and Proposed Timetable Project Schedule
- C. Summary of the Firm's Qualifications
- D. Records Retention
- E. Bid Price

Attachment A

Profile of Faller, Kincheloe & Co, PLC

Faller, Kincheloe & Co, PLC is an Iowa professional limited liability company providing Certified Public Accounting services predominantly to the local community in central Iowa.

Faller, Kincheloe & Co, PLC currently has two owners Alan Kincheloe and Ryan Roof. Joel C Faller, CPA founded the company in 1977 and continues to work for the firm. Alan Kincheloe, CPA joined the firm as a co-owner in 1994. Ryan Roof, CPA joined the firm 2005 and became an owner in 2008. There are six additional full-time accountants, one full-time administrative assistant, and two part-time administrative assistants. In addition, there are two seasonal part-time tax return preparers that work for the firm.

Faller, Kincheloe & Co, PLC holds Permit to Practice as a Firm of CPA's No. 2017-727 issued by the State of Iowa.

Faller, Kincheloe & Co, PLC is independent of the City of Bondurant in accordance with Government Auditing Standards.

Faller, Kincheloe & Co, PLC is located at 2721 SW 30th Street in Des Moines, Iowa. As described above we have eight full-time professionals consisting of two owners and six accountants. Additionally, we have two part-time accounting personnel. Six of our full-time employees and one of our part-time employees are Certified Public Accountants.

Attachment B Scope of Services and Proposed Timetable Project Schedule

The audit for the years ending June 30, 2023, 2024 and 2025 shall be performed in accordance with the following:

- Chapter 11 of the Code of Iowa.
- U.S. generally accepted auditing standards.
- The standards for financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.
- Title 2, U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), when applicable.

The audit reports will conform to:

- Reporting formats specified by the Iowa Auditor of State's office.
- AICPA Audit Guides.
- Governmental Accounting Standards Board reporting requirements.
- The requirements of Title 2, U.S. Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), when applicable.

The audit reports will include a management letter, if appropriate, which includes recommendations related to the financial statements, internal control, accounting systems, and compliance issues.

The proposed time schedule is summarized as follows:

Begin planning, interim work	Upon receipt of engagement letter
Detailed audit plan with a list of schedules to be prepared	July 15
Begin fieldwork	September 15
Begin office review	October 31
Draft available for the City's review	February 28
Final report issued no later than	March 31

Attachment C Summary of the Firm's Qualifications

Ryan Roof, CPA has been working in the public accounting and auditing field for 10 years. Ryan began employment with the firm in November of 2005. Ryan has performed financial statement audits of several non-profit organizations, governments, and school districts. Ryan also serves as a board member and treasurer to the Des Moines East and South Chamber of Commerce. His continuing education in the past two years has included 80 hours of governmental accounting and auditing. Ryan is also a member of the American Institute and Iowa Society of CPA's. Ryan is independent of the City of Bondurant in accordance with Government Auditing Standards.

Steve Gerdes, CPA has been working in the public accounting and auditing field for over 25 years. Steve began employment with the firm in July of 2013. Steve has worked as a senior auditor performing governmental audits for the Missouri State Auditor's Office for over 8 years, and has also worked in local public accounting firms conducting governmental audits for over an additional 18 years. Throughout his career, Steve has been the senior in-charge/manager/partner for several hundred governmental audits, including cities, counties, school districts, 28E organizations, hospitals, tribal organizations, and for the state and federal government. Steve has extensive experience in performing and managing governmental audits. His continuing education in the past two years has included 80 hours of governmental accounting and auditing. Steve is also a member of the Iowa Society of CPA's. Steve is independent of the City of Bondurant in accordance with Government Auditing Standards.

Faller, Kincheloe & Co, PLC's policy on notification of changes in key personnel is to notify all clients as soon as possible after a change in personnel becomes necessary.

Ryan and Steve are the individuals within the firm who are primarily involved with auditing and available for matters which require consultation.

Faller, Kincheloe & Co, PLC has a system of quality control to ensure that the services we provide are adequately performed. We have adopted the system of quality control proposed by Practitioners Publishing Company. A copy of our most recent peer review is included with this submission on the following two pages.

Attachment C Summary of the Firm's Qualifications (continued)

Faller, Kincheloe & Co, PLC has performed governmental audits and agreed upon procedures for several cities, school districts and 28E organizations. Below is a list of five comparable audits the firm performed for the fiscal year ended June 30, 2022.

City of Stuart
City of Winterset
City of Osceola
City of Centerville
City of Chariton

The staffing plan for the audit would be Ryan Roof and Steve Gerdes performing the audit fieldwork. Furthermore, all audit work papers and the audit report would be reviewed by Alan Kincheloe. It is estimated that it will take approximately 300 hours to complete the audit of the City of Bondurant.

The audit approach would be based on guidelines as established by the Iowa Auditor of State, supplemented by guidelines established by Thompson Reuters – PPC publication of “Audits of local governments”.

Faller, Kincheloe & Co, PLC is in compliance with the registration requirements to engage in the practice of public accounting within Iowa and that the firm is independent of the City of Bondurant in accordance with Government Auditing Standards.

Attachment D Records Retention

All working papers and reports will be retained at the Auditor's expense for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The firm will make these working papers available to the City and appropriate State and Federal agencies, upon request.

Attachment E	Bid Price
Estimated hours for audit of the financial statements:	300
Hourly rates are as follows: \$150 – partner, \$100 – manager and \$75 staff	
Estimated out-of-pocket costs for report production, postage, etc.	\$500
Frequency and timing of billings	Monthly (last day of month)

The hourly rates and all-inclusive maximum fees for the audits will be:

	Audit Fee Maximum
Year ended June 30, 2023	\$ 28,500
Year ended June 30, 2024	\$ 29,500
Year ended June 30, 2025	\$ 30,500

An audit required to be conducted in accordance with the Uniform Guidance will be an additional \$3,000 per year, per major program.



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

Item No. 6.h.
For Meeting of 7/10/2023
Resolution

TITLE: - Resolution approving Pay Request No. 1 to Sandstone Management LTD for the BRSC Parking Lot Project in the amount of \$11,674.98

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #1 in the amount of \$11,674.98 related to the BRSC Parking Lot Expansion Project.

As a reminder, the BRSC Parking Lot project is a parking lot expansion between the soccer fields and the little league ball fields at the BRSC north of Lake Petocka. This parking area will include a paved parking lot with approximately 147 parking stalls.

This pay application has been reviewed by the City Staff and Engineering Department at Polk County Public Works for accuracy and is for work completed from May 5th, 2023, thru June 30th, 2023.

FUNDING SOURCE: Grant Funding/Outside Contributions/Local Option Sales and Services Tax

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230710-132
2. Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 230710-132

RESOLUTION APPROVING PAY REQUEST NO. 1 TO SANDSTONE MANAGEMENT
LTD FOR THE BRSC PARKING LOT PROJECT IN THE AMOUNT OF \$11,674.98

WHEREAS, the BRSC Parking Lot Project Pay Request No. 1 was submitted on July 3rd, 2023; AND

WHEREAS, the pay request no. 1 is for work completed on BRSC Parking Lot Project from May 5th thru June 30th, 2023; AND

WHEREAS, City Staff and Engineers from Polk County Public Works have reviewed the pay application for accuracy.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request no. 1 to Sandstone Management LTD in the amount of \$11,674.98 hereby approved.

Passed this 10th day of July 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				



Polk County - Iowa

Detailed Payment

BRSC Parking Expansion

Description

Payment Number	1
Pay Period	05/05/2023 to 06/30/2023
Prime Contractor	SANDSTONE MANAGEMENT LTD., INC.
Payment Status	Approved
Awarded Project Amount	\$487,367.50
Authorized Amount	\$487,367.50

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Description										
0010	2105-8425015	CY	\$7.900	2,435.000	1,217.500	0.000	1,217.500	1,217.500	\$9,618.25	\$9,618.25
TOPSOIL, STRIP, SALVAGE+SPREAD										
0020	2102-2710070	CY	\$5.190	4,610.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EXCAVATION, CL 10, RDWY+BORROW										
0030	2010-108-G-0	SY	\$3.400	955.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Subgrade Preparation										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030BA-28	2010-108-G-0	SY	\$2.970	5,470.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Subgrade Preparation										
0040	2115-0100000	CY	\$6.960	955.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MODIFIED SUBBASE										
0040BA-29	2115-0100000	CY	\$6.910	5,470.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
MODIFIED SUBBASE										
0050	2503-0114215	LF	\$62.360	184.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE										
0060	2503-0114218	LF	\$131.750	73.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE										
0070	2416-0100015	EACH	\$2,976.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
APRONS, CONCRETE, 15 IN. DIA.										
0080	2416-0102029	EACH	\$3,335.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
APRONS, CONCRETE ARCH, 29 IN. X 18 IN.										
0090	2201-0505060	SY	\$54.010	730.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
BASE, STANDARD OR SLIP FORM P.C. CONCRETE, 6 IN.										
0090BA-30	2201-0505060	SY	\$46.480	4,950.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
BASE, STANDARD OR SLIP FORM P.C. CONCRETE, 6 IN.										
0100	2511-0300000	SY	\$117.020	90.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
RMVL OF RECREATIONAL TRAIL										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0110	7030-108-C-0	SY	\$82.870	154.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Shared Use Path: 6" PCC										
0120	2511-7528101	SF	\$31.340	60.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
DETECTABLE WARNINGS										
0130	2312-8260051	TON	\$36.640	200.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE										
0140	8020-108-B-0	STA	\$173.000	2.500	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Painted Pavement Markings, Solvent/Waterborne										
0140BA-32	8020-108-B-0	STA	\$137.000	23.600	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Painted Pavement Markings, Solvent/Waterborne										
0150	2527-9263146	EACH	\$89.500	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
PAINTED SYMBOLS AND LEGENDS,										
0160	2599-9999005	EACH	\$365.000	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('EACH' ITEM): Handicap Parking Signage										
0170	9010-108-B-0	AC	\$5,881.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Hydraulic Seeding, Seeding, Fertilizing, and Mulching										
0180	9040-108-A-1	LS	\$2,678.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SWPPP Preparation										
0190	9040-108-A-2	LS	\$2,993.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
SWPPP Management										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0200	9040-108-D-1	LF	\$2.100	620.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Filter Sock										
0210	9040-108-D-2	LF	\$0.540	620.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Filter Socks, Removal										
0220	2507-6800042	TON	\$102.000	9.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
REVETMENT, CLASS D										
0230	2507-8029000	TON	\$102.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EROSION STONE										
0240	2526-8285000	LS	\$5,856.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
CONSTRUCTION SURVEY										
0250	2533-4980005	LS	\$9,671.230	1.000	0.250	0.000	0.250	0.250	\$2,417.81	\$2,417.81
MOBILIZATION										
0260	11050-108-A-0	LS	\$316.500	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Washout										
0260BA-34	11050-108-A-0	LS	\$663.500	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Washout										
0270	2599-9999018	SY	\$119.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
('SQUARE YARDS' ITEM): Concrete Flume at Curb Drop, 6in.										
Section Totals:									\$12,036.06	\$12,036.06
Total Payments:									\$12,036.06	\$12,036.06

Summary

Current Approved Work:	\$12,036.06
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$361.08
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$11,674.98
Previous Payment:	\$0.00

Approved Work To Date:	\$12,036.06
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$361.08
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$11,674.98
Previous Payments To Date:	\$0.00



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

Item No. 6.i.
For Meeting of 7/10/2023
Resolution

TITLE: - Resolution correcting Resolution 221205-276 Approving Job Grades and Wage Scales for FY24 Pursuant to Compensation Philosophy and Policy

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: While updating wages for the new fiscal year, staff discovered an error in the original resolution (No. 221205-276) that the Council approved on the December 5th, 2023 meeting for the adjusting wage ranges to match the Midwest Consumer Price index.

The original resolution intended all ranges to be adjusted by the Midwest CPI; however, one range had a clerical error in it. It was originally included as:

	Min	Mid	Max
Position	A	B	C
Water/Wastewater Coordinator	\$58,876	\$70,651	\$78,500

The resolution should have read:

	Min	Mid	Max
Position	A	B	C
Water/Wastewater Coordinator	\$67,568	\$81,070	\$90,078

FUNDING SOURCE: Enterprise Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230710-133

CITY OF BONDURANT
RESOLUTION NO. 230710-133

RESOLUTION CORRECTING RESOLUTION 221205-276 APPROVING JOB
GRADES AND WAGE SCALES FOR FY24 PURSUANT TO COMPENSATION
PHILOSOPHY AND POLICY

WHEREAS the Mayor and City Council reviewed market research to determine what wage ranges should be established for each city position; AND

WHEREAS the Mayor and City Council determined the City should match current market wages for its employees; AND

WHEREAS on July 5, 2022, the Mayor and City Council created job grades and wage scales to help ensure pay equity among employees and communicate future compensation potential to employees; AND

WHEREAS, on July 5, 2022, the Mayor and City Council adopted the Compensation Philosophy and Policy, which states that, "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." AND

WHEREAS the Iowa League of Cities issued its Budget Special Report for Fiscal Years (FY) 2023-24 in which it documents the Midwest Region CPI rose 8.1 percent and salary ranges were adjusted; accordingly, AND

WHEREAS staff noticed one grade contained incorrect information in updating wage scales for the new fiscal year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the corrected range for the Water/Wastewater Coordinator is approved as shown below.

	Min	Mid	Max
Position	A	B	C
Water/Wastewater Coordinator	\$67,568	\$81,070	\$90,078

Passed this 10th day of July 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. 6.j.
For Meeting of 7/10/2023
Discussion Item

TITLE: - Resolution approving invoice for new HVAC systems for the Trailhead Depot and Lake Petocka restrooms

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve an invoice in the amount of \$26,253.00 related to the addition of new HAVC systems for the Trailhead Depot and Lake Petocka Restrooms to allow for year-round use of these facilities.

Staff included this work in the maintenance budget for FY24 and solicited a quote for the work from the city's HAVC contractor, Central Iowa Mechanical. The work has been completed.

FUNDING SOURCE: FY24 Budgeted Funds/Parks (001-430)

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230710-134
2. Receivable Invoice (23248)

CITY OF BONDURANT
RESOLUTION NO. XXXXXX-XXX

RESOLUTION APPROVING INVOICE TO CENTRAL IOWA MECHANICAL FOR THE ADDITION OF
NEW HVAC SYSTEMS FOR THE TRAILHEAD AND LAKE PETOCKA RESTROOM FACILITIES

WHEREAS the HVAC invoice was submitted on June 29th, 2023; AND

WHEREAS the invoice is for the addition of HVAC systems for the Trailhead Depot and Lake Petocka Restroom facilities to allow for year-round use; AND

WHEREAS City Staff have reviewed the invoice for accuracy; AND

WHEREAS the amount for invoice is \$26,253.00.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the invoice from Central Iowa Mechanical in the amount of \$26,253.00 is hereby approved.

Passed this 10th day of July 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				



CENTRAL IOWA MECHANICAL
1720 FULLER ROAD
WEST DES MOINES, IA 50265
515-243-8126

INVOICE

Invoice #: 2390536
Client ID #: 2829
Date: 06/29/2023
Due Date: 07/29/2023

City of Bondurant
200 2nd St. NE
Bondurant IA 50035

Remarks:

City of Bondurant RR Mini Splits
200 2nd Street NE
Box 37
Bondurant IA 50035

Call Description: City of Bondurant RR Mini Splits

Amount Due: \$26,253.00

Completed Date:

07/01/2023

Terms:

Net 30 Days

Client PO #:

Description

Amount

City of Bondurant RR Mini Splits
City of Bondurant RR Mini Splits

16,913.00
9,340.00

Notes:

Public RR Mini Splits

Lake Petocka:

1. Provide and install 24K Fujitsu multizone mini split.
2. Each RR to have wall mounted fan coil unit.
3. Condensing unit to be wall mounted on back side of building.
4. New electrical circuit to feed new unit.
5. Thermostats to be mounted in chase.

For the Sum of: \$13,596.00

Depot:

1. Provide and install 24K Fujitsu multizone mini split.
2. Each RR to have wall mounted fan coil unit.
3. Condensing unit to be wall mounted on back side of building.
4. New electrical circuit to feed new unit.
5. Thermostats to be mounted in chase.

**Please visit www.cimech.com
for online payment options.**



PAY BILL ONLINE

Non-Taxable Amount:	26,253.00
Taxable Amount:	0.00
Sales Tax:	0.00
Retention:	0.00
Paid:	0.00
Amount Due:	26,253.00

A credit card fee will be assessed.

Service Invoice

Continued...

Invoice#: srvinv.invnum

Date: srvinv.invdte

Description

Amount

For the Sum of: \$12,657.00



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

Item No. 6.k.
For Meeting of 7/10/2023
Resolution

TITLE: - Resolution approving position description and pay range for part-time Utility Operations Specialist

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The FY24 budget proposal adopted by Council included a part-time Utility Operations Specialist. The strategy for this position is to recruit from students working towards water certification and then transition that position to a full-time role in FY26, when the City's current superintendent retires. This is not to say that the person in this role becomes the Water Superintendent; it is developing our talent pool within the department and building redundancy for backup and workload balance purposes. This becomes particularly critical as we continue to consider transitioning to water treatment and production.

FUNDING SOURCE: Utility Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230710-135
2. Public Works Utility Operations Specialist-Part-time Job Description 2023

CITY OF BONDURANT
RESOLUTION NO. 230710-135

A RESOLUTION APPROVING POSITION DESCRIPTION AND PAY RANGE FOR
PART-TIME UTILITY OPERATIONS SPECIALIST

WHEREAS the City desires to provide the best possible public works and utility services for its citizens; and

WHEREAS the FY24 adopted budget includes a part-time Utility Operations Specialist position; and

WHEREAS the strategy for this position is to recruit from students working toward water certification and transition this position to a full-time role in FY26; and

WHEREAS the City is working to build redundancy within the department for backup and workload balance purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bondurant, Iowa, that the City Council hereby authorizes a part-time Utility Operations Specialist position; and

BE IT FURTHER RESOLVED that the part-time Utility Operations Specialist position description is hereby adopted; and

BE IT FINALLY RESOLVED that the hourly wage range for FY24 for the position is as follows:

Position	Min	Mid	Max
Utility Operations Specialist (Part-time)	\$18.27	\$21.92	\$24.35

Passed this 10th day of July 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				



CITY OF BONDURANT JOB DESCRIPTION

Title: Utility Operations Specialist/Part time
Department: Public Works
Date:
FLSA: Non-Exempt
Reports To: Public Works Director

PURPOSE OF POSITION / SUMMARY

Under general to direct supervision of the Public Works Director, performs manual labor, semi-skilled and skilled work often involving the operation of light to heavy-duty construction and maintenance equipment. Employee must show fundamental knowledge of how to use the machinery and the general ability to follow instructions. This part-time position is compensated for on an hourly basis.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are normal for this position. They are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

Example of Essential Duties and Responsibilities:

- 1) Performs maintenance and repair activities in the water distribution system- including but not limited to water main repairs, valve exercising and maintenance, and maintenance and repair of fire hydrants.
- 2) Conducts daily/weekly/monthly monitoring, water quality sampling, and other related testing per industry standards, and in accordance with all local, state, and federal regulations, and laws.
- 3) Conduct and assist in the installation of water meters in residential properties and commercial and industrial establishments using hand tools necessary for the task.
- 4) Safely operates maintenance and construction equipment, which may include, but is not limited to snow removal equipment, street sweeper, dump trucks, tractors, mowers, chain saws, weed eaters, and other equipment as needed.
- 5) Conducts operation of GIS equipment, and metal detectors for the locating and recording of in ground infrastructure to add to the city's GIS database.
- 6) Assists in the monthly meter reading process and utilizes meter reading equipment to perform tasks.
- 7) Assists with water services turn off or on for new customers/occupants, or for non-payment.

- 8) Operates painting equipment to maintain the appearance of hydrants, crosswalks, curbs, and other street and sidewalk markings.
- 9) Assist Water/Wastewater operator in the maintenance of sanitary sewer lift stations.
- 10) Loads and unloads heavy objects, materials, and supplies as needed.
- 11) Respond to water/sewer emergencies when requested.
- 12) Performs routine maintenance and repairs on equipment.
- 13) Operates snowplows, sanding, and salting equipment. Clears snow and ice accumulations from streets and sidewalks, which may include operating a snow blower, and a shovel to manually remove snow as needed.
- 14) Assists other city departments as directed.
- 15) Performs duties relating to building and ground maintenance.
- 16) Mows grass and weeds, cuts brush, trims trees, and performs site cleanup.
- 17) Constructs and repairs buildings, playground equipment, fences and other park facilities using manual labor and equipment as needed.
- 18) Erects barricades, work zone signage, fences, and other related equipment to protect the public from hazardous conditions.

Other Job Duties:

- 1) Repairs, replaces, and maintains street signs and markers.
- 2) Attends safety meetings and seminars as required.
- 3) Operates truck, tractor, loader, backhoe, mower, and street sweeper to construct, maintain, and repair city streets.
- 4) Performs manual labor in the repair and construction of streets and other facilities.
- 5) Assists with the repair and installation of sewer and water lines.
- 6) Mow, weeds, cuts brush, trims trees, and cleans up site by raking and/or hauling to the landfill.
- 7) Learn how to locate and mark graves at City cemetery.
- 8) Set up City Council meeting room for meetings. This may involve moving tables and chairs into different configurations.
- 9) Performs other duties as apparent or assigned and assist other departments as directed.

PHYSICAL AND ENVIRONMENTAL CHARACTERISTICS

Required Physical Activities: Carrying, Climbing, Balancing, Stooping, Kneeling, Crouching, Crawling, Reaching, Standing, Walking, Pushing, Pulling, Lifting, Grasping, Fingering, Talking, Hearing.

Physical Characteristics of the Job: Heavy work requiring exertion of up to 100 pounds of force occasionally and exertion of up to 50 pounds of force frequently.

Environmental Conditions: The work is performed primarily outside and includes seasonal exposure to cold, heat, wind, rain, snow, sleet, and other weather conditions. The worker is also exposed to awkward or confining workspace, darkness or poor lighting, dirt/dust, fumes/odors, moving machinery, noise, vibration, visual strain, wetness/humidity, working on uneven ground, mechanical hazards, chemical hazards, and traffic hazards. In addition, the work may expose the employee to unpleasant social situations, significant work pace pressure and irregular work hours.

EQUIPMENT AND MATERIALS USED:

Truck and attachments, tractor and attachments, loaders and backhoes, mowers and attachments, trimmers, street sweeper, air compressor, snow plows, electrical welding equipment, combustible gas welding equipment, skid loaders, snow blowers, pumps, drills, saws, grinders, ladders, generators, chains, extension cords, measuring equipment, jackhammer, sledgehammer, pick-axe, winch, hoses, oil, forklift, concrete and asphalt tools, hydraulic tools, traffic control equipment, calculator, telephone, mobile telephone, SDS information, OSHA regulations, and other equipment as required.

EMPLOYMENT STANDARDS:

This position involves a 6-month probationary period. An evaluation of the employee's performance will be conducted at the end of the probationary period.

Required Knowledge, Skills, and Abilities:

- Ability to follow one or two-step verbal or demonstrated instructions.
- Ability to perform simple addition and subtraction, copy figures, count, and record numbers.
- Ability to read and write identifying information, request supplies verbally or in writing.
- Ability to operate, or learn how to operate, light-to-heavy duty construction equipment in a safe and competent manner.
- Ability to perform water and sewer testing.
- Ability to perform manual labor for extended periods of time often in inclement weather.
- Ability to use a cellular telephone and a telephone.
- Knowledge of traffic laws and regulations involved in equipment operation.
- Knowledge of occupational hazards and safety precautions associated with the operation of tools and equipment.
- Ability to establish and maintain an effective working relationship with co-workers and the public.

Education, Training and Experience:

Education Required: High School diploma or equivalent G.E.D.

Education Preferred: Two years of college education in a field dealing with public works tasks or enrolled in a post-secondary program related to public works.

Required Special Qualifications:

- ◆ Shall be generally available for work assignments and be able to respond in less than thirty (30) minutes.
- ◆ Shall have a good driving record for the past 3 years.

Special Qualifications-Optional:

- ◆ Shall possess and maintain a valid Class A or B Commercial Driver's License with Air Brakes and any required endorsements and /or restriction removals issued by the State of Iowa.
- ◆ Shall possess or have the ability to possess and maintain State of Iowa (DNR) Water Distribution Grade 1 or 2 certification.

I have carefully read and understand the contents of this job description. I understand the responsibilities, requirements and duties expected of me. I understand that this is not necessarily an exhaustive list of responsibilities, skills, duties, requirements, efforts or working conditions associated with the job. While this list is intended to be an accurate reflection of the current job, the Employer reserves the right to revise the functions and duties of the job or to require that additional or different tasks be performed as directed by the Employer. I understand that I may be required to work overtime, different shifts or hours outside the normally defined workday or workweek. I also understand that this job description does not constitute a contract of employment nor alter my status as an at-will employee. I have the right to terminate my employment at any time and for any reason, and the Employer has a similar right.

Date

Employee's Signature

Date

City Administrator's Signature

The City of Bondurant is an Equal Opportunity Employer. In compliance with the American with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages prospective employees and incumbents to discuss potential accommodations with the Employer.



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

Item No. 6.I.
For Meeting of 7/10/2023
Ordinance

TITLE: - (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, by amending Chapter 41, Public Health & Safety

CONTACT PERSON:

Marketa Oliver, City Administrator
Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The State legislature passed a law in 2020 that preempts local governments from regulating their facilities, which nullified portions of the City Code. While normally this would be updated during recodification, the City can also pursue an ordinance change. The attached ordinance removes reference to sections of the municipal code that were nullified by State legislative action.

FUNDING SOURCE: N/A

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

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230710-217

CITY OF BONDURANT
ORDINANCE NO. 230710-217

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, BY AMENDING CHAPTER 41, PUBLIC HEALTH & SAFETY

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

Section 1. SECTION AMENDED. Chapter 47, Section 41.15, of the City's Code is hereby amended to remove the following language:

Section 41.15 (1) Definitions.

A) "Firearm" - Any weapon from which a shot may be fired by the force of an explosive or propellant, including but not limited to rifles, pistols, shotguns, air guns, and BB guns.

~~B) "Public Building" - Any building, including the grounds thereof, owned by the state or federal government, the City, the county or the public school district.~~
"Weapons free zone" - Any area as defined as a weapons free zone pursuant to Iowa Code Section 724.4.

~~C) "Public Land" - Any land owned by the state or federal government, the City, the county or the public school district.~~

Section 41.15 (2) Possession of Firearms Prohibited

No person except duly authorized City, county, state or federal law enforcement officers specifically authorized by law to carry firearms shall possess a firearm while in any weapons free zone. ~~in any public building or on public land within the City.~~

Section 2 Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Severability Clause. 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 effect from and after its final passage, approval and publication as provided by law.

Passed by the Bondurant City Council on the _____ day of _____ 2023.

CITY OF BONDURANT, POLK COUNTY, IOWA

Doug Elrod, Mayor

Attest:

Shelby Hagan, City Clerk

(SEAL)

First Consideration: July 10, 2023

Second Consideration:

Third Consideration:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No. 12-202, was published as required by law on the ____ day of _____ 2023.

Shelby Hagan, City Clerk



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

Item No. 6.m.
For Meeting of 7/10/2023
Ordinance

TITLE: - (Third and Final Reading) 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. Council approved the first reading of this ordinance at its June 5, 2023 meeting and the second reading at its June 19, 2023 meeting.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve the final reading 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



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

Item No. 7.a.
For Meeting of 7/10/2023
Resolution

TITLE: Public hearing on text amendment to section 177.10 of the Zoning Code regarding Outdoor Storage

CONTACT PERSON:
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: This is for a public hearing regarding a text amendment of Section 177.10 of the Zoning Code regarding outdoor storage surface requirements.

The City Council has discussed outdoor storage requirements on multiple occasions over the past few years. The topic of outdoor storage also arose due to the influx of industrial projects and the identification of industrial properties in the future land use in the Building Bondurant Comprehensive Plan. The condition of existing outdoor storage areas has also been the topic of conversation at multiple Planning and Zoning Commission and City Council meetings over the past few years.

Pursuant to the P&Z and City Council conversations and direction, staff conducted research on requirements other communities have for outdoor storage areas. Below is a summary of that research.

Altoona: Outdoor parking areas must be concrete or asphalt. The property owner can pursue a Conditional Use Permit from the Board of Adjustment for a variance for non-paved surfaces.

Ankeny: Outdoor parking, display and storage areas must be concrete, asphalt or another material approved by the Public Works Director. Must be dust free. Chapter 194.01

Clive: Parking areas for storage or display of vehicles must be on a permanent impervious surface. (11-13-5:L1)

Norwalk: Outdoor parking must be concrete or asphalt (175E:04.6.B). The Code also allows for outdoor storage as long as it does not use more than 30% of the lot.

Indianola: Must be located on a surface paved with PCC or HMA in accordance with City Code. The City Council may, at their full discretion, approve a gravel surface for a storage yard in the M-2 zoning district provided the storage yard is wholly located within the rear yard of the site and mitigation measures are established to prevent dust and gravel from leaving the site.

Urbandale: Parking or storage of vehicles of any kind must be on concrete or asphalt having minimum depth of five inches (160.29.D)

Waukee: Parking and storage of vehicles, construction equipment or anything equipped for street/highway travel shall occur on permanent impervious surface. (168.06.4)

Previously, the City Code had requirements for parking and drives and that they were hard surfaced. Outdoor storage is currently allowed as an accessory use and the surface materials for outdoor storage were addressed at the site plan level. The Planning and Zoning Commission requested Code language that would provide better guidance for commercial and industrial developers, as well as staff.

Based on the research from other communities, staff drafted the attached text amendment to the Code. This amendment guides for hard-surfaced outdoor storage areas, unless there are specialized types of storage, for which hard surfaces are not conducive. The amendment was originally drafted to provide that up to 30% of the outdoor storage area may be gravel and/or loose rock surface, based on review and recommendation of the Planning and Zoning Commission and approval of the City Council. The members of the development community that the City Administrator met with suggested that the percentage should be 40%. At the Planning and Zoning Commission meeting, the Commission changed the percentage to 20%, which is included in the ordinance for which this hearing is being held.

The Planning and Zoning Commission voted 6-0, with one member absent, to recommend approval of the text amendment to Section 177.10 of the Zoning Code regarding outdoor storage surface requirement at their June 8, 2023 meeting. The City Council set the hearing date for July 10 at its June 19, 2023 meeting.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Hold Public Hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 7.b.
For Meeting of 7/10/2023
Public Hearing

TITLE: Public hearing on Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$7,750,000 Water Revenue Bonds, Series 2023

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: As Bondurant has grown, the need for water storage has become more pressing.

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.

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. 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.

The storage component is one piece of the municipal water system conversation. As discussions proceed related to a regional water utility or regional water governance, the City of Bondurant is also simultaneously exploring the possibility of producing and treating water independently again. The City has conducted wellfield exploration and created financial models. Currently, it is critical to have final information on the rate impact and a regional entity's production and distribution capability before making a final determination as to whether or not to join the regional effort or reestablish Bondurant Municipal Water. Regardless of where the regional versus municipal water operations decision lands, the City will need to build a water tower to create storage.

The Council previously set the date of a public hearing on a proposal to enter into a Water Revenue Loan and Disbursement Agreement through the State Revolving Fund in an amount not to exceed \$8,100,000. This the time and date for the public hearing as previously set by resolution.

FUNDING SOURCE: Water Utility

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Bond (Bondurant #66 2023)-v1

UNITED STATES OF AMERICA
STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

WATER REVENUE BOND, SERIES 2023

No. R-1

\$7,750,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2044	July 21, 2023

The City of Bondurant (the “City”), in Polk County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2023, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2025, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2044. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the “Registrar” or the “Paying Agent.”

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the “Bonds”) issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the “Agreement”) entered into by the City for the purpose of providing funds to pay a portion of the cost of planning, designing and constructing improvements and extensions (the “Project”) to the Municipal Waterworks Utility System of the City (the “Utility”).

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the “Resolution”), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days’ notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City’s outstanding Taxable Water Revenue Note, dated March 27, 2014, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Bondurant, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF BONDURANT, IOWA

By _____
Mayor

Attest:

City Clerk

STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of
survivorship and not as tenants in
common

UTMA _____
(Custodian)
As Custodian for _____
(Minor)
under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due June 1</u>	<u>Amount</u>	<u>Due June 1</u>	<u>Amount</u>
2025	\$100,000	2035	\$408,000
2026	\$200,000	2036	\$416,000
2027	\$348,000	2037	\$424,000
2028	\$355,000	2038	\$433,000
2029	\$362,000	2039	\$441,000
2030	\$369,000	2040	\$450,000
2031	\$376,000	2041	\$459,000
2032	\$384,000	2042	\$468,000
2033	\$392,000	2043	\$478,000
2034	\$400,000	2044	\$487,000



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

Item No. 7.c.
For Meeting of 7/10/2023
Public Hearing

TITLE: Public Hearing on Plans and Specification, Proposed Form of Contract and Estimate of Cost for Construction of the Water Tower

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Notice was published that at 6:00 P.M. on the 10th day of July, 2023, the City Council of said City of Bondurant, Iowa will, in said Council Chambers at 200 Second Street NE, Bondurant, Iowa 50035, hold a hearing and said Council proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of the following improvements:

WATER TOWER

Construct the Water Tower including all labor, equipment, and materials necessary for 1,000,000 gallon composite water tower, 16-inch water main, driveway, sitework and miscellaneous associated work, including cleanup. The project is located in the 6500 block of NE 88th Street in Bondurant, Iowa.

This project was a re-bid of an earlier water tower bid. Bids were opened on June 27, 2023. Below is a table showing the first bids and the rebid numbers.

Company	Original Bid	New Bid	Difference
Gerard Tank & Steel, Inc.	\$4,851,000.00	\$4,438,273.10	(\$412,726.90)
Caldwell Tanks, Inc.	\$4,936,900.00	\$4,687,000.00	(\$249,900.00)
Phoenix Fabricastors and Erectors, LLC	\$5,059,000.00	\$5,264,000.00	\$205,000.00
Landmark Structures, I, LP	\$5,235,000.00	\$5,173,000.00	(\$62,000.00)

CB&I Storage Tank Solutions, LLC	\$5,557,000.00	No Bid
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For the rebid on June 27, 2023, four of the five bidders from the May 16th bid opening submitted bids. Only the high bidder from the May 16' 2023 bid opening did not submit a bid on June 27, 2023.

The low bid was submitted by Gerard Tank and Steel in the amount of \$4,438,273.10.

The engineer's estimate of cost for the project was \$5,380,000. The engineer's estimate of cost was prepared prior to the original bid letting on May 16, 2023. The engineer's estimate of cost was not reduced for the rebidding even though the bids received on May 16, 2023 were lower than the engineer's estimate of cost.

For the rebidding of the project only two changes were incorporated in the project. First, the specific experience and subcontracting requirements were modified. The only requirement was for bidders have some level of experience with composite elevated tanks. Second, the completion date that has been extended for the May 16, 2023 bid letting in response to bidder's concerns regarding the schedule was moved back to the original completion date of November 30, 2024. The decision to return to the original late November 2024 completion date was to ensure the tower would be in service prior to the peak water demand in the summer of 2025. Given the City's current peak water demand in relationship to the capacity of the Des Moines Water Works system it appeared prudent to complete the project prior to the peak summer demand in 2025.

FUNDING SOURCE: Water Utility/SRF Loan

STAFF RECOMMENDATION: Hold the Public Hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 8.a.
For Meeting of 7/10/2023
Resolution

TITLE: - Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$7,750,000 Water Revenue Bonds, Series 2023

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: As Bondurant has grown, the need for water storage has become more pressing.

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.

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. 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.

The storage component is one piece of the municipal water system conversation. As discussions proceed related to a regional water utility or regional water governance, the City of Bondurant is also simultaneously exploring the possibility of producing and treating water independently again. The City has conducted wellfield exploration and created financial models. Currently, it is critical to have final information on the rate impact and a regional entity's production and distribution capability before making a final determination as to whether or not to join the regional effort or reestablish Bondurant Municipal Water. Regardless of where the regional versus municipal water operations decision lands, the City will need to build a water tower to create storage.

The Council held a public hearing on this earlier on the agenda. The attached resolution authorizes and approves the loan and disbursement agreement and provides for the issuance and secures payment of \$7,750,000 in Water Revenue bonds.

FUNDING SOURCE: Water Utility

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230710-136
2. Repayment Schedule (Bondurant #66 2023)-v1
3. Water Revenue LDA (Bondurant-66 2023)-v1

CITY OF BONDURANT
RESOLUTION NO. 230710-136

Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance and securing the payment of \$7,750,000 Water Revenue Bonds, Series 2023

WHEREAS, the City of Bondurant (the "City"), in Polk County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council"), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to a prior resolution of the Council (the "Outstanding Note Resolution"), the City has heretofore issued its \$500,000 Taxable Water Revenue Note, dated March 27, 2014 (the "Outstanding Note"), a portion of which remains outstanding; and

WHEREAS, pursuant to the Outstanding Note Resolution, the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Outstanding Note under the terms and conditions set forth in the Outstanding Note Resolution; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed \$8,100,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions (the "Project") to the Utility, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on July 10, 2023; and

WHEREAS, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the "Lender") and to issue Water Revenue Bonds, Series 2023 (the "Bonds") in evidence thereof in the principal amount of \$7,750,000 to pay the costs of the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Bondurant, Iowa, as follows:

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the "Loan") to the City in the amount of \$7,750,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of \$7,750,000, to be dated the date of delivery to or upon the direction of the Lender, and bearing interest from the date of each advancement made at the rate of 1.75% per annum pursuant to the Agreement, until payment thereof, as set forth in Exhibit A attached to the Agreement.

The Bonds may be in the denomination of \$1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of \$7,750,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

In addition to the payment of principal of and interest on the Bonds, the City also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds and the interest thereon, together with the Outstanding Bond and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds and the interest thereon.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the following form:

(Form of Bond)
UNITED STATES OF AMERICA
STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

WATER REVENUE BOND, SERIES 2023

No. R-1

\$7,750,000

RATE	MATURITY DATE	BOND DATE
1.75%	June 1, 2044	July 21, 2023

The City of Bondurant (the "City"), in Polk County, State of Iowa, for value received, promises to pay from the source and as hereinafter provided, on the maturity date of this Bond to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of

SEVEN MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS

Interest at the rate specified above shall be payable semiannually on June 1 and December 1 of each year, commencing December 1, 2023, and principal shall be due and payable in installments in the amounts shown on the Principal Payment Schedule, attached hereto as Exhibit A, on June 1, 2025, and annually thereafter on June 1 in each year until the principal and interest are fully paid, except that the final installments of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2044. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

The City Clerk shall act as Registrar and Paying Agent and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of and interest on this Bond and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City at the addresses shown on such registration books. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of this Bond to the Paying Agent.

This Bond is one of a series of bonds (the "Bonds") issued by the City to evidence its obligation under a certain Loan and Disbursement Agreement, dated the date hereof (the "Agreement") entered into by the City for the purpose of providing funds to pay a

portion of the cost of planning, designing and constructing improvements and extensions (the "Project") to the Municipal Waterworks Utility System of the City (the "Utility").

The Bonds are issued pursuant to and in strict compliance with the provisions of Sections 384.24A and 384.83 of the Code of Iowa, 2023, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council authorizing and approving the Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The Bonds shall be subject to optional redemption by the City at a price of par plus accrued interest (i) on any date with the prior written consent of the Iowa Finance Authority, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Iowa Finance Authority (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds are not general obligations of the City but, together with the City's outstanding Taxable Water Revenue Note, dated March 27, 2014, and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth in the Resolution, are payable solely and only out of the future Net Revenues (as defined in the Resolution) of the Utility of the City, a sufficient portion of which has been ordered set aside and pledged for that purpose. This Bond is not payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of this Bond and the interest thereon.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified, Recited and Declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds

have existed, have happened and have been performed in due time, form and manner, as required by law, and that the issuance of the Bonds does not exceed or violate any constitutional or statutory limitation or provision.

IN TESTIMONY WHEREOF, the City of Bondurant, Iowa, has caused this Bond to be executed by its Mayor and attested by its City Clerk, all as of the Bond Date.

CITY OF BONDURANT, IOWA

By (Do Not Sign)
Mayor

Attest:

(Do Not Sign)
City Clerk

(On the back of each Bond the following certificate shall be executed with the duly authorized signature of the City Treasurer)

STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

SS: CITY TREASURER'S CERTIFICATE

The original issuance of the Bonds, of which this Bond is a part, was duly and properly recorded in my office as of the Bond Date.

(Do Not Sign)
City Treasurer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for under Uniform Transfers to Minors Act	_____ (Minor)
				_____ (State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

EXHIBIT A
PRINCIPAL PAYMENT SCHEDULE

<u>Due</u> <u>June 1</u>	<u>Amount</u>	<u>Due</u> <u>June 1</u>	<u>Amount</u>
2025	\$100,000	2035	\$408,000
2026	\$200,000	2036	\$416,000
2027	\$348,000	2037	\$424,000
2028	\$355,000	2038	\$433,000
2029	\$362,000	2039	\$441,000
2030	\$369,000	2040	\$450,000
2031	\$376,000	2041	\$459,000
2032	\$384,000	2042	\$468,000
2033	\$392,000	2043	\$478,000
2034	\$400,000	2044	\$487,000

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as the Bonds, the Outstanding Bond or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bond and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolution shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bond. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bond. The provisions of the Outstanding Bond Resolution and the provisions of this resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City's Water Revenue Fund ("Water Revenue Fund") created under the Outstanding Bond Resolution. The Water Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolution, be used to pay the principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations, and to create and maintain the several separate funds hereinafter described.

Section 9. The provisions in and by the Outstanding Bond Resolution, whereby there has been created and is to be maintained a Water Revenue Note Sinking Fund (herein referred to as the "Sinking Fund"), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bond, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the interest on and principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however that on the first day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolution, and paid into the Sinking Fund shall be not less than as follows:

Commencing on August 1, 2023, and continuing to and including November 1, 2023, an amount equal to 1/4th of the installment of interest coming due on December 1, 2023, and, thereafter, commencing on December 1, 2023, and continuing to final maturity, an amount equal to 1/6th of the installment of interest coming due on the next succeeding interest payment date on the then outstanding Bonds. In addition, commencing on June 1, 2024, and continuing to final maturity, an amount equal to 1/12th of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bond and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provision shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bond and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

All of such payments required to be made into the Sinking Fund shall be made in equal monthly installments on the first day of each month, except that when the first day of any month shall be a Sunday or legal holiday, then such payments shall be made on the next succeeding secular day.

Section 10. The provisions in and by the Outstanding Bond Resolution whereby there has been created and is to be maintained a special fund to be known and designated as the Surplus Fund into which there shall be set apart and paid all of the Net Revenues remaining after first paying the Operating Expenses and making the required payments into the Sinking Fund are all hereby ratified and confirmed. All money credited to the Surplus Fund shall be transferred and credited to the Sinking Fund whenever necessary to prevent or remedy a default in the payment of the principal of or interest on the Bonds, the Outstanding Bond and any Parity Obligations.

As long as the Sinking Fund has the full amounts required to be deposited therein by the Outstanding Bond Resolution and this resolution, any balance in the Surplus Fund may be expended by the City in such manner as the Council, or such other duly constituted body as may then be charged with the operation of the Utility, may from time to time direct.

Section 11. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Water Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 12. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bond and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bond and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provisions shall have been made for the payment of the Bonds, the Outstanding Bond and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 13. Upon a breach or default of a term of the Bonds, the Outstanding Bond or any Parity Obligations, the Outstanding Bond Resolution and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the

appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 14. The Bonds, the Outstanding Bond or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bond or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bond or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

Section 15. The City agrees that so long as the Bonds, the Outstanding Bond or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bond and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bond or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 16. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds, the Outstanding Bond and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bond or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

- (a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.
- (b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.

(c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.

(d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.

(e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.

(f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 17. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 18. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 19. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 20. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed this 10th day of July 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				

Estimated Amortization Schedule

City of Bondurant
Water Revenue Bond
FS-77-23-DWSRF-011



Loan summary

Loan Closing Date	Jul 21, 2023
Final Disbursement Date	May 23, 2025
Final Maturity Date	Jun 1, 2044
Loan Period in Years	20
Total Loaned Amount	\$ 7,750,000.00
0.5% Initiation Fee	38,750.00
Net Proceeds to Borrower	\$ 7,711,250.00
Annual Interest Rate	1.75%
Total Interest	\$ 1,601,438.85
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 228,776.98
Total Loan Costs	\$ 1,868,965.83

Estimated Draw Schedule

Initiation Fee -	Jul 21, 2023	38,750.00
P & D Payoff -	Jul 21, 2023	-
Estimated Draw #1-	Jul 21, 2023	770,625.00
Estimated Draw #2-	Sep 15, 2023	770,625.00
Estimated Draw #3-	Nov 10, 2023	770,625.00
Estimated Draw #4-	Jan 5, 2024	770,625.00
Estimated Draw #5-	Mar 1, 2024	770,625.00
Estimated Draw #6-	Apr 26, 2024	770,625.00
Estimated Draw #7-	Jun 21, 2024	770,625.00
Estimated Draw #8-	Aug 16, 2024	770,625.00
Estimated Draw #9-	Oct 11, 2024	770,625.00
Estimated Draw #10-	Dec 6, 2024	770,625.00
Held for Final Docs -	May 23, 2025	5,000.00
Total Loaned Amount		7,750,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Dec 1, 2023	1,580,000.00		7,961.83	1,137.40	9,099.23		1,580,000.00
Jun 1, 2024	4,662,500.00		31,506.56	4,500.94	36,007.50	45,106.73	4,662,500.00
Dec 1, 2024	6,974,375.00		52,597.07	7,513.87	60,110.94		6,974,375.00
Jun 1, 2025	7,745,000.00	100,000.00	67,581.45	9,654.49	177,235.94	237,346.88	7,645,000.00
Dec 1, 2025	7,650,000.00		66,939.44	9,562.78	76,502.22		7,650,000.00
Jun 1, 2026	7,650,000.00	200,000.00	66,937.50	9,562.50	276,500.00	353,002.22	7,450,000.00
Dec 1, 2026	7,450,000.00		65,187.50	9,312.50	74,500.00		7,450,000.00
Jun 1, 2027	7,450,000.00	348,000.00	65,187.50	9,312.50	422,500.00	497,000.00	7,102,000.00
Dec 1, 2027	7,102,000.00		62,142.50	8,877.50	71,020.00		7,102,000.00
Jun 1, 2028	7,102,000.00	355,000.00	62,142.50	8,877.50	426,020.00	497,040.00	6,747,000.00
Dec 1, 2028	6,747,000.00		59,036.25	8,433.75	67,470.00		6,747,000.00
Jun 1, 2029	6,747,000.00	362,000.00	59,036.25	8,433.75	429,470.00	496,940.00	6,385,000.00
Dec 1, 2029	6,385,000.00		55,868.75	7,981.25	63,850.00		6,385,000.00
Jun 1, 2030	6,385,000.00	369,000.00	55,868.75	7,981.25	432,850.00	496,700.00	6,016,000.00
Dec 1, 2030	6,016,000.00		52,640.00	7,520.00	60,160.00		6,016,000.00
Jun 1, 2031	6,016,000.00	376,000.00	52,640.00	7,520.00	436,160.00	496,320.00	5,640,000.00
Dec 1, 2031	5,640,000.00		49,350.00	7,050.00	56,400.00		5,640,000.00
Jun 1, 2032	5,640,000.00	384,000.00	49,350.00	7,050.00	440,400.00	496,800.00	5,256,000.00
Dec 1, 2032	5,256,000.00		45,990.00	6,570.00	52,560.00		5,256,000.00
Jun 1, 2033	5,256,000.00	392,000.00	45,990.00	6,570.00	444,560.00	497,120.00	4,864,000.00
Dec 1, 2033	4,864,000.00		42,560.00	6,080.00	48,640.00		4,864,000.00
Jun 1, 2034	4,864,000.00	400,000.00	42,560.00	6,080.00	448,640.00	497,280.00	4,464,000.00
Dec 1, 2034	4,464,000.00		39,060.00	5,580.00	44,640.00		4,464,000.00
Jun 1, 2035	4,464,000.00	408,000.00	39,060.00	5,580.00	452,640.00	497,280.00	4,056,000.00
Dec 1, 2035	4,056,000.00		35,490.00	5,070.00	40,560.00		4,056,000.00
Jun 1, 2036	4,056,000.00	416,000.00	35,490.00	5,070.00	456,560.00	497,120.00	3,640,000.00
Dec 1, 2036	3,640,000.00		31,850.00	4,550.00	36,400.00		3,640,000.00
Jun 1, 2037	3,640,000.00	424,000.00	31,850.00	4,550.00	460,400.00	496,800.00	3,216,000.00
Dec 1, 2037	3,216,000.00		28,140.00	4,020.00	32,160.00		3,216,000.00
Jun 1, 2038	3,216,000.00	433,000.00	28,140.00	4,020.00	465,160.00	497,320.00	2,783,000.00
Dec 1, 2038	2,783,000.00		24,351.25	3,478.75	27,830.00		2,783,000.00
Jun 1, 2039	2,783,000.00	441,000.00	24,351.25	3,478.75	468,830.00	496,660.00	2,342,000.00
Dec 1, 2039	2,342,000.00		20,492.50	2,927.50	23,420.00		2,342,000.00
Jun 1, 2040	2,342,000.00	450,000.00	20,492.50	2,927.50	473,420.00	496,840.00	1,892,000.00
Dec 1, 2040	1,892,000.00		16,555.00	2,365.00	18,920.00		1,892,000.00
Jun 1, 2041	1,892,000.00	459,000.00	16,555.00	2,365.00	477,920.00	496,840.00	1,433,000.00
Dec 1, 2041	1,433,000.00		12,538.75	1,791.25	14,330.00		1,433,000.00
Jun 1, 2042	1,433,000.00	468,000.00	12,538.75	1,791.25	482,330.00	496,660.00	965,000.00
Dec 1, 2042	965,000.00		8,443.75	1,206.25	9,650.00		965,000.00
Jun 1, 2043	965,000.00	478,000.00	8,443.75	1,206.25	487,650.00	497,300.00	487,000.00
Dec 1, 2043	487,000.00		4,261.25	608.75	4,870.00		487,000.00
Jun 1, 2044	487,000.00	487,000.00	4,261.25	608.75	491,870.00	496,740.00	0.00

LOAN AND DISBURSEMENT AGREEMENT
\$7,750,000 WATER REVENUE BONDS

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of July 21, 2023 by and between the City of Bondurant, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized to undertake the creation, administration and financing of the Iowa Drinking Water Facilities Financing Program (the “Program”) established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Water Systems for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain drinking water treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) “Bonds” shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) “Project” shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to the operation or infrastructure of the Water System for the purpose of providing safe drinking water to the customers thereof, as described in the Resolution.

(d) “Regulations” shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(e) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the Revenue Bond, attached hereto as Exhibit B, adopted on July 10, 2023, approving and authorizing the execution of this Agreement and the issuance of the Revenue Bond (as defined herein).

(f) “Water System” shall mean the drinking water system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the water facilities which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of Revenue Bond. The Issuer agrees to purchase a duly authorized and issued water revenue bond or capital loan note of the Participant (the “Revenue Bond”) in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$7,750,000 (the “Loan”).

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
 - (b) current construction payment estimates;
 - (c) engineering service statements;
 - (d) purchase orders or invoices for items not included within other contracts;
- and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent water treatment utility practices to complete

the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of Revenue Bonds. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by the Revenue Bond in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The Revenue Bond shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The Revenue Bond shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, security position and tax-exempt status of interest on the Revenue Bond. The parties agree that a payment of principal of or interest on the Revenue Bond shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the Revenue Bond. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The Revenue Bond shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year (unless the resolution authorizing a previous series of outstanding bonds on a parity with the Revenue Bond requires interest to be paid on other interest payment dates, in which case such other dates shall apply) from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the Revenue Bond.

The Revenue Bond shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date upon receipt of written consent by the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the Revenue Bond by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the Revenue Bond). The Revenue Bond is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the principal amount due under the Revenue Bond shall be automatically reduced to equal the principal amount of the adjusted Loan.

The Revenue Bond and the interest thereon and any additional obligations as may be hereafter issued and outstanding from time to time under the conditions set forth in the

Resolution shall be payable solely and only from the Net Revenues (as defined in the Resolution) of the Water System of the Participant, a sufficient portion of which has been and shall be ordered set aside and pledged for such purpose under the provisions of the Resolution. Neither this Agreement nor the Revenue Bond is a general obligation of the Participant, and under no circumstance shall the Participant be in any manner liable by reason of the failure of the aforesaid Net Revenues to be sufficient to pay the Revenue Bond and the interest thereon or to otherwise discharge the Participant's obligation hereunder.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$38,750), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Water System; (ii) to maintain its Water System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of its respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Water System, which rents, rates and other charges shall be at least sufficient (A) to meet the operation and maintenance expenses of such Water System, (B) to produce and maintain Net Revenues at a level not less than 110% of the amount of principal and interest on the Revenue Bond and any other obligations secured by a pledge of the Net Revenues falling due in the same year, (C) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant, (D) to pay the debt service requirements on any bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such revenues or other receipts and issued to finance improvements to the Water System and to make any other payments required by the laws of the State of Iowa, (E) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Participant, including, without

limitation, the Agreement and the Revenue Bond and (F) to pay all other amounts payable from or constituting a lien or charge on the operating revenues of its Water System.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its Revenue Bond or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any “non-governmental output property” within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Water System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Water System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Water System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the Revenue Bond shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Water System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles (“GAAP”) as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the “continuing disclosure” requirements set forth in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Water System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the Revenue Bond), the payment of which are secured by operating revenues of the Water System.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the Revenue Bond or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the Revenue Bond and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the Revenue Bond and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act.

The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF BONDURANT, IOWA

By: _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B

AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT



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

Item No. 8.b.
For Meeting of 7/10/2023
Resolution

TITLE: - Resolution awarding contract to Gerard Tank and Steel for Construction of the Bondurant Water Tower Project in the amount of \$4,438,273.10

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Earlier on this agenda, a public hearing was held on the plans, specifications, form of contract and estimate of cost and, and possibility of entering a contract for the construction of the following improvements:

WATER TOWER

Construction of the Water Tower includes all labor, equipment, and materials necessary for the 1,000,000 gallon composite water tower, 16-inch water main, driveway, sitework and miscellaneous associated work, including cleanup. The project is located in the 6500 block of NE 88th Street in Bondurant, Iowa.

This project was a re-bid of an earlier water tower bid. Bids were opened on June 27, 2023. Below is a table showing the first bids and the rebid numbers.

Company	Original Bid	New Bid	Difference
Gerard Tank & Steel, Inc.	\$4,851,000.00	\$4,438,273.10	(\$412,726.90)
Caldwell Tanks, Inc.	\$4,936,900.00	\$4,687,000.00	(\$249,900.00)
Phoenix Fabricators and Erectors, LLC	\$5,059,000.00	\$5,264,000.00	\$205,000.00
Landmark Structures, I, LP	\$5,235,000.00	\$5,173,000.00	(\$62,000.00)
CB&I Storage Tank Solutions, LLC	\$5,557,000.00	No Bid	

For the rebid on June 27, 2023, four of the five bidders from the May 16th bid opening submitted bids. Only the high bidder from the May 16' 2023 bid opening did not submit

a bid on June 27, 2023.

The low bid was submitted by Gerard Tank and Steel in the amount of \$4,438,273.10.

The engineer's estimate of cost for the project was \$5,380,000. The engineer's estimate of cost was prepared prior to the original bid letting on May 16, 2023. The engineer's estimate of cost was not reduced for the rebidding even though the bids received on May 16, 2023 were lower than the engineer's estimate of cost.

For the rebidding of the project only two changes were incorporated into the project. First, the specific experience and subcontracting requirements were modified. The only requirement was for bidders to have some level of experience with composite elevated tanks. Second, the completion date that had been extended for the May 16, 2023 bid letting, in response to bidder's concerns regarding the schedule, was moved back to the original completion date of November 30, 2024. The decision to return to the original late November 2024 completion date was to ensure the tower would be in service prior to the peak water demand in the summer of 2025. Given the City's current peak water demand in relationship to the capacity of the Des Moines Water Works system, it appeared prudent to complete the project prior to the peak summer demand in 2025.

Based on a review, the bid by Gerard Tank and Steel is responsive to the bidding documents. Public Works Director John Horton completed reference checks on Gerard Tank and Steel following the May 16, 2023 bid opening. Those reference checks did not identify any areas of concern.

Staff recommend moving forward with awarding the contract to Gerard Tank & Steel, Inc. in the amount of \$4,438,273.10.

FUNDING SOURCE: Water Utility/SRF Loan

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230710-137

CITY OF BONDURANT
RESOLUTION NO. 230710-137

RESOLUTION AWARDING THE CONTRACT AND APPROVING THE WATER
TOWER PROJECT TO GERARD TANK AND STEEL INC. IN THE AMOUNT OF
\$4,438,273.10

WHEREAS on April 10th, 2023, the City of Bondurant approved the order of construction for the Water Tower Project; AND

WHEREAS on June 27th, 2023, the City of Bondurant received the bids for the Projects; AND

WHEREAS the location of the work to and the kinds and sizes of materials proposed to be used as follows:

WATER TOWER

Construct the Water Tower including all labor, equipment, and materials necessary for 1,000,000-gallon composite water tower, 16-inch water main, driveway, sitework and miscellaneous associated work, including cleanup. The project is located at 2400 Eisenhower Dr. in Bondurant, Iowa.

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

WHEREAS payments are to be made to Gerard Tank and 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 Water Tower Project contract is awarded to Gerard Tank and Steel Inc. and the contract and bond are hereby approved, pending review by legal counsel.

Passed this 10th day of July 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 7/10/2023
Ordinance

TITLE: - (First Reading) Ordinance amending section 177.10 of the Zoning Code regarding Outdoor Storage

CONTACT PERSON:
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: This is for a public hearing regarding a text amendment of Section 177.10 of the Zoning Code regarding outdoor storage surface requirements.

The City Council has discussed outdoor storage requirements on multiple occasions over the past few years. The topic of outdoor storage also arose due to the influx of industrial projects and the identification of industrial properties in the future land use in the Building Bondurant Comprehensive Plan. The condition of existing outdoor storage areas has also been the topic of conversation at multiple Planning and Zoning Commission and City Council meetings over the past few years.

Pursuant to the P&Z and City Council conversations and direction, staff conducted research on requirements other communities have for outdoor storage areas. Below is a summary of that research.

Altoona: Outdoor parking areas must be concrete or asphalt. The property owner can pursue a Conditional Use Permit from the Board of Adjustment for a variance for non-paved surfaces.

Ankeny: Outdoor parking, display and storage areas must be concrete, asphalt or another material approved by the Public Works Director. Must be dust free. Chapter 194.01

Clive: Parking areas for storage or display of vehicles must be on a permanent impervious surface. (11-13-5:L1)

Norwalk: Outdoor parking must be concrete or asphalt (175E:04.6.B). The Code also allows for outdoor storage as long as it does not use more than 30% of the lot.

Indianola: Must be located on a surface paved with PCC or HMA in accordance with City Code. The City Council may, at their full discretion, approve a gravel surface for a storage yard in the M-2 zoning district provided the storage yard is wholly located within the rear yard of the site and mitigation measures are established to prevent dust and gravel from leaving the site.

Urbandale: Parking or storage of vehicles of any kind must be on concrete or asphalt having minimum depth of five inches (160.29.D)

Waukee: Parking and storage of vehicles, construction equipment or anything equipped for street/highway travel shall occur on permanent impervious surface. (168.06.4)

Previously, the City Code had requirements for parking and drives and that they were hard surfaced. Outdoor storage is currently allowed as an accessory use and the surface materials for outdoor storage were addressed at the site plan level. The Planning and Zoning Commission requested Code language that would provide better guidance for commercial and industrial developers, as well as staff.

Based on the research from other communities, staff drafted the attached text amendment to the Code. This amendment guides for hard-surfaced outdoor storage areas, unless there are specialized types of storage, for which hard surfaces are not conducive. The amendment was originally drafted to provide that up to 30% of the outdoor storage area may be gravel and/or loose rock surface, based on review and recommendation of the Planning and Zoning Commission and approval of the City Council. The members of the development community that the City Administrator met with suggested that the percentage should be 40%. At the Planning and Zoning Commission meeting, the Commission changed the percentage to 20%, which is included in the ordinance for which this hearing is being held.

The Planning and Zoning Commission voted 6-0, with one member absent, to recommend approval of the text amendment to Section 177.10 of the Zoning Code regarding outdoor storage surface requirement at their June 8, 2023 meeting. The City Council set the hearing date for July 10 at its June 19, 2023 meeting.

FUNDING SOURCE: NA

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

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230710-218

CITY OF BONDURANT
ORDINANCE NO. 230710-218

AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY
AMENDING THE FOLLOWING SECTION 177.10 OF THE ZONING CODE REGARDING
OUTDOOR STORAGE SURFACE REQUIREMENTS

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

Section 1. **SECTIONS AMENDED.** Section 177.10 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

177.10 DEVELOPMENT AND MAINTENANCE OF PARKING AND OUTDOOR STORAGE AREAS. All proposed off-street parking, including commercial parking lots and automobile, trailer or other vehicular sales lots, in conjunction with any multi-family residential, commercial, industrial, public or semi-public land use, **and outdoor storage areas**, whether such use is existing or proposed, shall meet all of the required development standards set forth in this section:

1. No part of any parking space shall be closer than ten (10) to any established street right-of-way or alley line
2. Any off-street parking area, including any commercial parking lot, shall be surfaced with an asphaltic or portland cement binder pavement.
3. Any lighting used to illuminate any off-street parking area including any commercial parking lots, shall be so arranged as to reflect the light away from adjoining premises in any “R” District.
4. Off-street parking area may be established in any “R” District that immediately joins a “C” or “M” District, or is directly across an alley from a “C” or “M” District, provided such parking shall be accessory to and for use of one or more business or industrial establishments located in the adjoining “C” or “M” District; provided, however, that such transitional use shall not extend more than one hundred (100) feet from the boundary of the less restricted zone.
5. Where the Zoning Code and regulations specify parking space, that space size shall be determined in accordance with the layout criteria and the table of standard dimensions. Handicapped stalls shall be provided as required by the Code of Iowa. The spaces shall be delineated to define their boundaries exclusive of driveway and access drive areas, except for one and two family dwelling units, and shall be shown as part of the parking lot plan on the site plan drawing.
6. Where a parking area does not abut a public or private alley or easement of access, there shall be provided a permanently surfaced drive, not less than eight (8) feet in width in case of a dwelling and not less than sixteen (16) feet in width in all other cases, leading to the loading or unloading spaces and parking or storage areas required under the provisions of this

chapter in such manner as to secure the most appropriate development of the property in question; provided, however, such [easement](#) of access or access drive shall not be located in any residence district, except where serving a permitted use in a residence district.

7. Interior [parking area](#) landscaping shall be installed in accordance with [Section 182.04, Landscape Requirements](#).
8. Parking spaces required shall be provided with bumper guards, raised curbing or equivalent, also lines marking stalls.
9. Common drives between adjacent landowners shall be encouraged and may be required by the City Engineer in lieu of individual drives. Where such common drive is provided and joint access [easements](#) to [parking areas](#) are provided, required parking spaces on each lot as regulated by [Section 177.09](#) may be reduced in number by up to five percent (5%).
10. Maintenance of parking lots:
 - A. All [parking areas](#) shall be paved and maintained in a dust-free condition at all times.
 - B. If nonconforming (rock, gravel, grass, etc.), the parking lot must be kept in a dust-free condition. (Nonconforming uses of land, see [Section 176.03 of this Code of Ordinances](#).)
11. Maintenance of outdoor storage areas:
 - A. Other than as provided for in 11.b, all outdoor storage areas shall be surfaced with asphaltic or portland cement binder pavement, permanent impervious surface or other material reviewed and approved by the Public Works Director or his/her designee.
 - B. Industrial special uses with outdoor storage as an accessory use, up to 20% of the designated outdoor storage area may be gravel, loose rock surface and/or milled asphalt upon review and recommendation by the Planning and Zoning Commission and approval of the City Council. The surface must be kept in a dust-free condition. All driving lanes must be surfaced with asphaltic or portland cement binder pavement, permanent impervious surface.
 - C. All outdoor storage areas must be properly screened in accordance with [Section 179.02.5](#).

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: July 10, 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 ____ day of _____, 2023.

Shelby Hagan
City Clerk



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

Item No. 9.a.
For Meeting of 7/10/2023
Discussion Item

TITLE: Coalition Against Bigger Trucks Request

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The Coalition Against Bigger Trucks, a national non-profit that works with local officials and law enforcement from across the state to oppose legislation that would allow for longer and heavier semi-trucks. Legislation increasing semi-truck weight is likely to be introduced as an amendment in the Agriculture Committee, of which Congressman Nunn is a member. The Coalition has worked with a group of state and federal associations, including the Iowa State Association of Counties, the Iowa Police Chiefs Association, and the Iowa State Troopers Association. Iowa has the highest number of poor bridges in the nation and would be uniquely affected by increases in semi-truck weight. The Coalition is requesting the City of Bondurant send the attached letter to our congressional delegation.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: This is a discussion item. Staff requests council guidance on the issue.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Bondurant Template Letter truck traffic

The Honorable Zach Nunn
1232 Longworth House Office Building
Washington, DC 20515

Dear Congressman Nunn,

I am writing to request that you reject any proposed changes that would permit an increase in the weight of semi-trucks during the passage of this year's farm bill, specifically those related to test projects for 91,000 pound trucks. Such proposals would put motorists' safety and our infrastructure at grave risk.

Bondurant is uniquely situated to see dramatic increases in heavy traffic should interstate weights be increased. Intersected by US-65, heavier truck traffic looking to take advantage of heightened interstate weights would funnel onto this route to access I-80. This means higher congestion, increased rates of wear and tear and increased public safety risks to our motorists.

The United States Department of Transportation (USDOT) has cautioned against any revisions to truck size and weight regulations. The introduction of heavier trucks on our roads could inflict severe damage to our already overtaxed highways and bridges, placing additional burdens on them.

Furthermore, these heavier trucks pose significant safety hazards to motorists. Larger and heavier trucks are more challenging to stop and handle, increasing the probability of accidents. Furthermore, in the event of a crash, these trucks are more likely to cause damage and lead to more severe injuries and fatalities. Tests conducted in certain states have shown that heavier configurations have crash rates that are 47-400% greater than those of standard 80,000 pound trucks.

The proposal of a ten-year "pilot project" is particularly troubling since there is no restriction on the number of states that can participate. Given the safety data that indicates that heavier trucks have higher crash rates, this proposal amounts to experimenting with the safety of these dangerous vehicles on actual motorists.

I urge you to carefully consider the USDOT's advice and the potential implications of permitting heavier trucks on our roads. Please oppose any amendments that would permit an increase in the weight of semi-trucks, particularly those related to test projects for 91,000 pound trucks.

Thank you for your attention and consideration of this crucial issue.

Sincerely,

The Honorable Chuck Grassley
135 Hart Senate Office Building
Washington, DC 20510

Dear Senator Grassley,

I am writing to request that you reject any proposed changes that would permit an increase in the weight of semi-trucks during the passage of this year's farm bill, specifically those related to test projects for 91,000 pound trucks. Such proposals would put motorists' safety and our infrastructure at grave risk.

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Sincerely,

The Honorable Joni Ernst
260 Russell Senate Office Building
Washington, DC 20510

Dear Senator Ernst,

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