

**A virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/84425411499>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL AUGUST 21, 2023

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on August 21, 2023, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. Perfecting and Approval of the Agenda
5. Guests requesting to address the City Council
 - a. DART
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 August 7, 2023 City Council Meeting Minutes
 - b. Applications for Council Approval
 - c. Claims List and Treasurer's Report
 - d. - Resolution approving Memorandum of Understanding between the Iowa Department of Revenue and the City of Bondurant regarding the State Setoff Program
 - e. - Resolution supporting Public Infrastructure Improvements and application to the Revitalize Iowa's Sound Economy (RISE) program for the area of Campus Drive SE (Myers 2 Certified Site) necessary for Economic Development within the City of Bondurant, Iowa
 - f. - Resolution approving the professional services agreement with Veenstra & Kimm for the design of the BFSD Public Infrastructure Improvements and the NE Storm Outfall Phase 2 Project
 - g. - Resolution considering approval of the Plat of Survey to create Parcel '2023-122'
 - h. - Resolution approving pay request no. 4 to Sandstone Management LTD for the BRSC Parking Lot Project in the amount of \$12,067.13
 - i. - Resolution authorizing the Mayor to enter into contract with ISG Inc. in

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.

- the amount of \$17,750 for downtown Landus-area master planning services
- j. - Resolution Setting Date for Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment
- k. - Resolution approving pay request no. 1 to KLC Construction, LLC for the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project in the amount of \$237,508.32
- l. - Resolution to appoint Ethan Pitt to the Board of Adjustment
- m. - Resolution entering into an Intergovernmental Agreement with Polk County regarding Polk County's Urban County designation for participation in the Community Development Block Grant Program for 2023-2025
- n. - Resolution approving Amendment #2 with RDG for City Park Design
- o. - Resolution approving agreement with Veenstra & Kimm for professional engineering services for Civic Campus North
- p. - (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, by amending Chapter 47, Park Regulations
- q. - Resolution authorizing the execution of a contract with OPN for professional services related to the Bondurant Emergency Services Facility
- r. - Resolution approving the contract for engineering services on the South Civic Campus/Bondurant Emergency Services
- 7. Action Items
 - a. - Resolution adopting the City's Sanitary Sewer Master Plan
 - b. - (First Reading) Ordinance amending Chapter 167 of the City Code, titled Stream Buffer Protection and Management
- 8. Discussion Items -
 - a. Water Discussion
 - b. Shelter and Playground Equipment Options
- 9. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator

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- d. Directors
- 10. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
- 11. Adjournment

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

Item No. 5.a.
For Meeting of 8/21/2023
Presentation

TITLE: DART

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BONDURANT CITY COUNCIL
Minutes
August 7, 2023
Bondurant City Council

1. Roll Call

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

City Officials City Administrator Marketa Oliver, City Clerk Shelby Hagan, Fire Chief Aaron Kreuder, Planning &

Present: Community Development Director Maggie Murray, Public Works Director John Horton, Library Director Jill Sanders

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

5. Consent Agenda:

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

a. Approval of July 17, 2023, & July 31, 2023, City Council Meeting Minutes

b. Claims List

c. Applications for Council Approval

d. Receive & File - Parks and Recreation Board Meeting Minutes from June

e. Receive & File - July 5, 2023, Library Board Meeting Minutes & Director's Report

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

- f. R-230807-150- Resolution of endorsement for the City of Bondurant's application to the Iowa DNR's Resource Enhancement and Protection (REAP) Grant Program for funding to assist with acquisition and construction costs related to the downtown Chichaqua Valley Trail extension
- g. R-230807-151- Resolution approving Engagement Letter from Public Financial Advisors LLC (PFM) to act as Financial Advisor in connection with the issuance of General Obligation Corporate Purpose Bonds, Series 2023A Series 2023A in an amount not to exceed \$6,770,000 and General Obligation Urban Renewal Bonds, Series 2023B in an amount not to exceed \$10,765,000
- h. R-230807-152- Resolution of endorsement for the City of Bondurant's grant application request to the Iowa Economic Development Authority's Rural Enrichment Program for funding to assist with ARTocka implementation
- i. R-230807-153- Resolution approving Quote for 2023 City Wide Roadway Restriping Project to Quality Striping Inc. in the amount of \$26,850.00
- j. R-230807-154- Resolution approving Pay Request No. 3 to Sandstone Management LTD for the BRSC Parking Lot Project in the amount of \$279,438.47
- k. R-230807-155- Resolution approving quote for a ditch cleaning project along 32nd Street, SE to J. Petticord Inc. for the amount of \$56,750.00
- l. O-230710-218 - (Third Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, by amending Chapter 41, Public Health & Safety
Melissa Eshelman, 5875 NE 88th Street, Altoona, addressed the Council regarding item #5k and necessary next steps.

Motion by Cox, seconded by Pepper, to Approve the Consent Agenda.
Roll Call: Ayes: Cox, Sillanpaa, Pepper, McKenzie, Driscoll. Nays: None.
Absent: None. Motion carried 5-0.

- 6. Guests requesting to address the City Council
Lieutenant Grego, Polk County Sheriff's Department, reported 813 calls of service for the month of July.
- 7. Action Items

- a. R-230807-156
- Resolution of intent to enter into an Intergovernmental Agreement with Polk County regarding Polk County's Urban County designation for participation in the Community Development Block Grant Program for 2023-2025
City Administrator Oliver provided background information on the agreement to participate in the Community Development Block Grant Program.

Motion by Cox, seconded by Sillanpaa, to Approve R-230807-156. Roll Call: Ayes: Cox, Sillanpaa, Pfeffer, McKenzie, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- b. R-230807-157- Resolution of endorsement for the City of Bondurant's grant application request to the Iowa Economic Development Authority's Rural Scale-Up Program for funding to assist with the Eagle Park multigolf project
The Council discussed the multigolf option for Eagle Park. Costs, installation, neighboring properties, floodplain, etc. were discussed with City Staff.

Motion by Cox, seconded by McKenzie, to Approve R-230807-157. Roll Call: Ayes: Cox, Sillanpaa, Pfeffer, McKenzie, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- c. R-230717-149- Discussion and consideration of Resolution approving Schematic Design for City Park
City Administrator Oliver updated the council on the price if an ice ribbon was installed in City Park. The council discussed location, splash pad, safety, storage, etc.

Jeff Cook, 708 Jefferson Avenue, SE, provided his comments regarding the addition to the City Park design.

Brian Deeds, 130 Snyder Street, SE, provided his comments regarding the newest City Park Schematic Design.

Drake Stadtlander, 908 Lincoln Street, SE, questioned the timeline of the installation of the basketball court during this process.

Motion by Cox, seconded by Sillanpaa, to Approve R-230717-149. Roll Call: Ayes: Cox, Sillanpaa, McKenzie, Driscoll. Nays: Pfeffer. Absent: None. Motion carried 4-1.

8. Reports / Comments and appropriate action thereon:

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- a. Mayor
None.
 - b. Council Members
Peffer - None.
Driscoll - Airport terminal comments, Lake Petocka sign comments, school traffic reminders.
McKenzie - ICON meeting tomorrow morning.
Sillanpaa - P&Z meeting this Thursday, Library Board meeting update.
Cox - Chamber update, Cocktails & Conversation this Thursday, DART update.
 - c. Administrator
RISE Grant update.
 - d. Directors
Kreuder - None.
Murray - None.
Horton - Project updates.
Sanders - Department update.
9. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Deleted.
10. Adjournment
Motion by Cox, seconded by McKenzie, to adjourn at 07:27 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the undersigned Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on August 7, 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.

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

Doug Elrod, Mayor

Special Event Packet



Bondurant

Special Event Permit—Guidelines and Requirements

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

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

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

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

Special Event Application

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

(Please Print)

Event Name Mulberry Drive Block Party **Date(s) of Event** 9/16/23

Location Mulberry Drive NW

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

Setup Time 1100A **Starting Time** 1200P **Ending Time** 1200A

(Please Print)

Organization Hosting Event Neighbors

Contact Person Megan Jasso **Day Phone** 515-770-9810

Email mjjasso14@gmail.com

Addl. Contact Kristen Kriegel **Day Phone** 515-447-7531

Email kristenstauffer08@gmail.com

Type of Event:

Check all that apply.

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

Describe the Event (please attach additional pages if necessary): _____

Neighborhood block party

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

200 Second Street, Northeast | PO Box 37 | Bondurant, Iowa 50035
(515) 967-2418 | (515) 967-5732 Fax | info@cityofbondurant.com
www.cityofbondurant.com

Event Details:

(provide estimated counts)

Estimated Attendance	30
Trash Containers	4
Portable Toilets	0

(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 0
- 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: Everyone uses their own trash bins

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. Contac the City Clerk's office at 515-630-6983)

Will you be posting temporary signage?

☐ Yes ☒ No

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

Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

☐ Yes ☒ No

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

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

Will you need access to electricity?

☐ Yes ☒ No

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

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

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

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

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

Signature  _____

Date 8/7/2023

Printed Name Megan Jasso

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			

(OHALY H

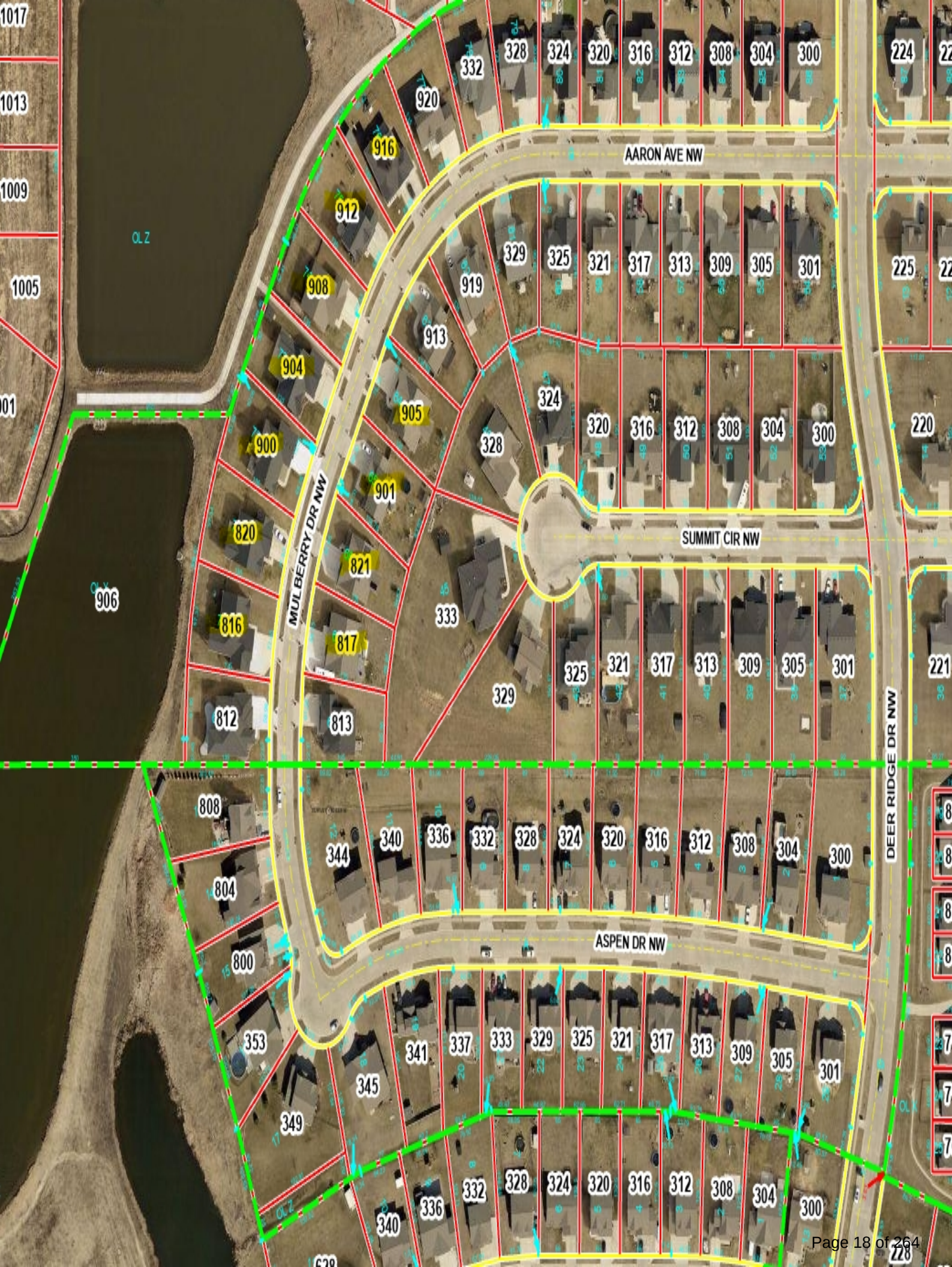
Street Closure September 16th

Mulberry Drive NW

Name and signature

Address

Megan Jasso/Meg	821 Mulberry Drive NW
Kindra Valley & Kindra Valley	817 Mulberry Dr NW
Kristen Krieger	816 Mulberry Dr NW
Kayla Dagitt	905 Mulberry Dr NW
John & Sherry Nutting	820 Mulberry Dr. NW
Brad & Laura Pfaltzgraff	904 Mulberry Dr NW
Hui McCauley	908 mulberry Dr NW
Anna M	912 Mulberry Dr NW
Melissa Hansen	916 Mulberry Dr NW
Jiffany Stralund	900 Mulberry Dr NW
Katarina/Mark Feld	901 Mulberry Dr NW



Tax Abatement Applications
August 21, 2023
City of Bondurant

Name	Address	Closing Date	Cost
Bondurant Storage, LLC	2404 Robinson Avenue, NE	1/20/2022	\$1,195,343.66
Bondurant Storage, LLC	2510 Robinson Avenue, NE	7/1/2023	\$1,909,195.20
Bondurant 160 DA Partners, LLC	2408 Robinson Avenue, NE	6/1/2022	\$701,211.55
Bondurant 160 DA Partners, LLC	2412 Robinson Avenue, NE	6/1/2022	Improvements Tied to 2408 Parcel
Jerri Sinclair	828 Kinney Circle, NE	8/2/2023	\$235,000



Honorable Mayor, Members of the Council, and Citizens of the City of Bondurant, Iowa

Submitted for your review is the Treasurer's Report for July of the Fiscal Year Ending 2024. Following this letter, find the year-to-date Fund Balance Report, Balance Sheet, Bank Reconciliation Spreadsheet, and Detail Report.

The City's checking account had a beginning balance on July 1, 2023, of \$1,815,088.45. The ending balance as of July 31, 2023, was \$1,361,189.36. This account is in ideal financial condition.

The City's IPAIT accounts had a beginning balance on July 1, 2023, of \$18,665,704.16. The ending balance as of July 31, 2023, was \$18,743,002.29. These accounts earned a total of \$77,301.37 of interest. There were no contributions this month. There was one withdrawal from the Downstream Stormwater Capacity account for \$3.24. This withdrawal was to zero out the account balance. The City's IPAIT accounts are in ideal financial condition.

This month's significant expenditures include payments for Bondurant Recreation Sports Complex parking expansion (\$149,027.11 and \$11,674.98), Underpass Project (\$57,890.61), payroll (\$183,574.03), law enforcement (\$60,267.83), Engineering (\$136,593.87), and Des Moines Water Works (\$104,522.36).

The utility bill autopay collected \$209,434.50 from 1482 accounts. Last year at this time, the City collected \$176,228.71 from 1348 accounts.

The City received 28 payments for Emergency Medical Services rescue charges totaling \$10,727.75.

Please do not hesitate to contact the City's Finance & Employee Services Department if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jené Jess'.

Jené Jess, MPA, SHRM-CP
Finance & Employee Services Director
injess@cityofbondurant.com



Fund Balance Report

As Of 07/31/2023

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	4,054,366.33	142,251.20	415,743.36	3,780,874.17
110 - ROAD USE TAX	564,386.07	84,720.58	55,129.31	593,977.34
112 - EMPLOYEE BENEFIT	81,224.80	1,044.55	74,843.52	7,425.83
121 - LOCAL OPTION SALES & SERVICE TAX	660,818.98	108,173.36	0.00	768,992.34
125 - TIF	0.67	2,388.50	0.00	2,389.17
167 - LIBRARY GRANT	12,083.77	216.12	263.66	12,036.23
170 - FEMA DISASTER AID	31,547.43	0.00	0.00	31,547.43
172 - TREE FUND	21,522.35	0.00	0.00	21,522.35
200 - DEBT SERVICE	95,544.55	1,411.64	0.00	96,956.19
306 - CIVIC CAMPUS	5,730,872.98	23,912.01	1,107.09	5,753,677.90
316 - PAINE HTS DRAINAGE	-10,363.69	0.00	0.00	-10,363.69
320 - WASHINGTON STREET	-49,078.51	0.00	0.00	-49,078.51
324 - BRSC IMPROVEMENTS	69,457.71	0.00	163,562.09	-94,104.38
325 - STREETS MASTER PLAN	171,909.50	0.00	0.00	171,909.50
327 - GRANT ST S/COMMUTER LOOP	165,997.14	598.14	0.00	166,595.28
333 - DITCH 2 IMPROV	51.34	0.31	0.00	51.65
335 - PARK IMPROVEMENTS	-5,360.20	0.00	32,885.70	-38,245.90
337 - THE CROSSING	300,000.00	0.00	0.00	300,000.00
338 - MAIN STREET STORMWATER	-14,758.85	0.00	0.00	-14,758.85
340 - UNDERPASS-HWY 65/330	-860,809.68	0.00	59,253.09	-920,062.77
341 - TIF-PARK LAND PURCHASE	-1,657.07	0.00	0.00	-1,657.07
342 - TIF-1ST&MAIN ECONOMIC DVL	22,869.67	0.00	0.00	22,869.67
343 - TIF-DOWNTOWN PARKING	-9,467.47	0.00	0.00	-9,467.47
344 - 16TH ST NE - GRANT TO HUBBELL	-37,849.75	0.00	0.00	-37,849.75
346 - CITY HALL RECONSTRUCTION	44,926.24	0.00	0.00	44,926.24
347 - BRIDGE/INTERSECTION	266,137.32	1,094.78	0.00	267,232.10
348 - NE STORMWATER EXPANSION/DOWNSTREAM SW CAPACITY	3.24	0.00	0.00	3.24
349 - PLEASANT GROVE	-193,274.42	0.00	5,716.25	-198,990.67
351 - LIBRARY CAPITAL	73,015.78	0.00	0.00	73,015.78
352 - WATER FACILITIES	234,331.21	0.00	7,647.08	226,684.13
355 - CENTRAL DISTRICT STORMWATER IMPROVEMENTS	118,096.10	0.00	65,031.92	53,064.18
356 - CERTIFIED SITE IMPROVEMENTS	5,023,816.38	20,872.97	14,305.00	5,030,384.35
500 - CEMETERY PERPETUAL CARE	28,772.69	111.63	0.00	28,884.32
600 - WATER	1,175,802.29	222,350.44	142,056.00	1,256,096.73
610 - SEWER	2,122,811.06	170,282.36	185,845.36	2,107,248.06
670 - GARBAGE	158,088.94	46,677.18	13,819.14	190,946.98
741 - STORM WATER	357,887.67	38,218.34	46,646.52	349,459.49
820 - SELF-FUNDED INSURANCE	1,293.05	0.00	199.50	1,093.55
999 - POOLED CASH	0.00	0.00	0.00	0.00
Report Total:	20,405,015.62	864,324.11	1,284,054.59	19,985,285.14



Balance Sheet

Account Summary

As Of 07/31/2023

Account	Name	Balance
Fund: 001 - GENERAL FUND		
Assets		
001-000-1101	CLAIM ON POOLED CASH	42,321.34
001-000-1115	PETTY CASH - GENERAL	100.00
001-000-1116	PETTY CASH - LIBRARY	200.00
001-000-1117	CHANGE FUND - LIBRARY	20.00
001-000-1150	IPAIT - GENERAL FUND 11763 MM	3,738,232.83
	Total :	3,780,874.17
	Total Assets:	3,780,874.17
		<u>3,780,874.17</u>
Liability		
	Total Liability:	0.00
Equity		
001-050-3950	FUND BALANCE	4,054,366.33
	Total :	4,054,366.33
	Total Beginning Equity:	4,054,366.33
Total Revenue		142,251.20
Total Expense		415,743.36
Revenues Over/Under Expenses		-273,492.16
	Total Equity and Current Surplus (Deficit):	3,780,874.17
	Total Liabilities, Equity and Current Surplus (Deficit):	<u>3,780,874.17</u>

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 110 - ROAD USE TAX			
Assets			
110-000-1101	CLAIM ON POOLED CASH	158,632.21	
110-000-1159	IPAIT - ROAD FUND 125	435,345.13	
	Total :	593,977.34	
	Total Assets:	593,977.34	<u>593,977.34</u>
Liability			
	Total Liability:	0.00	
Equity			
110-050-3950	FUND BALANCE	564,386.07	
	Total :	564,386.07	
	Total Beginning Equity:	564,386.07	
Total Revenue		84,720.58	
Total Expense		55,129.31	
Revenues Over/Under Expenses		29,591.27	
	Total Equity and Current Surplus (Deficit):	593,977.34	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>593,977.34</u>

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 112 - EMPLOYEE BENEFIT			
Assets			
112-000-1101	CLAIM ON POOLED CASH	55,884.94	
	Total :	55,884.94	
	Total Assets:	55,884.94	55,884.94
Liability			
112-050-2122	STATE WITHHOLDING	103.88	
112-050-2123	IPERS WITHHOLDING	0.08	
112-050-2124	HEALTH INSURANCE WITHHOLDING	44,729.24	
112-050-2125	DENTAL INSURANCE	3,235.02	
112-050-2132	VISION WITHHOLDING	390.89	
	Total :	48,459.11	
	Total Liability:	48,459.11	
Equity			
112-050-3950	FUND BALANCE	81,224.80	
	Total :	81,224.80	
	Total Beginning Equity:	81,224.80	
Total Revenue		1,044.55	
Total Expense		74,843.52	
Revenues Over/Under Expenses		-73,798.97	
	Total Equity and Current Surplus (Deficit):	7,425.83	
	Total Liabilities, Equity and Current Surplus (Deficit):		55,884.94

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 121 - LOCAL OPTION SALES & SERVICE TAX			
Assets			
121-000-1101	CLAIM ON POOLED CASH	360,596.08	
121-000-1150	IPAIT - LOSST 128	408,396.26	
	Total :	768,992.34	
	Total Assets:	768,992.34	768,992.34
Liability			
	Total Liability:	0.00	
Equity			
121-050-3950	FUND BALANCE	660,818.98	
	Total :	660,818.98	
	Total Beginning Equity:	660,818.98	
Total Revenue		108,173.36	
Total Expense		0.00	
Revenues Over/Under Expenses		108,173.36	
	Total Equity and Current Surplus (Deficit):	768,992.34	
	Total Liabilities, Equity and Current Surplus (Deficit):		768,992.34

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 125 - TIF			
Assets			
125-000-1101	CLAIM ON POOLED CASH	2,389.17	
	Total :	<u>2,389.17</u>	
	Total Assets:	<u>2,389.17</u>	<u><u>2,389.17</u></u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
125-050-3950	FUND BALANCE	0.67	
	Total :	<u>0.67</u>	
	Total Beginning Equity:	<u>0.67</u>	
Total Revenue		2,388.50	
Total Expense		<u>0.00</u>	
Revenues Over/Under Expenses		<u>2,388.50</u>	
	Total Equity and Current Surplus (Deficit):	<u>2,389.17</u>	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>2,389.17</u></u>

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 167 - LIBRARY GRANT			
Assets			
167-000-1101	CLAIM ON POOLED CASH	4,749.49	
167-000-1150	IPAIT - LIBRARY T&A MM 110	7,286.74	
	Total :	12,036.23	
	Total Assets:	12,036.23	12,036.23
Liability			
	Total Liability:	0.00	
Equity			
167-050-3950	BEGINNING BALANCE	12,083.77	
	Total :	12,083.77	
	Total Beginning Equity:	12,083.77	
Total Revenue		216.12	
Total Expense		263.66	
Revenues Over/Under Expenses		-47.54	
	Total Equity and Current Surplus (Deficit):	12,036.23	
	Total Liabilities, Equity and Current Surplus (Deficit):		12,036.23

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 170 - FEMA DISASTER AID			
Assets			
170-000-1101	CLAIM ON POOLED CASH	31,547.43	
	Total :	31,547.43	
	Total Assets:	31,547.43	31,547.43
Liability			
	Total Liability:	0.00	
Equity			
170-050-3950	FUND BALANCE	31,547.43	
	Total :	31,547.43	
	Total Beginning Equity:	31,547.43	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	31,547.43	
	Total Liabilities, Equity and Current Surplus (Deficit):		31,547.43

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 172 - TREE FUND			
Assets			
172-000-1101	CLAIM ON POOLED CASH	21,522.35	
	Total :	<u>21,522.35</u>	
	Total Assets:	<u>21,522.35</u>	<u>21,522.35</u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
172-050-3950	BEGINNING BALANCE	21,522.35	
	Total :	<u>21,522.35</u>	
	Total Beginning Equity:	<u>21,522.35</u>	
Total Revenue		0.00	
Total Expense		<u>0.00</u>	
Revenues Over/Under Expenses		<u>0.00</u>	
	Total Equity and Current Surplus (Deficit):	21,522.35	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>21,522.35</u>

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 200 - DEBT SERVICE			
Assets			
200-000-1101	CLAIM ON POOLED CASH	60,690.04	
200-000-1162	IPAIT - DEBT SERVICE 124	36,266.15	
	Total :	96,956.19	
	Total Assets:	96,956.19	96,956.19
Liability			
	Total Liability:	0.00	
Equity			
200-050-3950	FUND BALANCE	95,544.55	
	Total :	95,544.55	
	Total Beginning Equity:	95,544.55	
Total Revenue		1,411.64	
Total Expense		0.00	
Revenues Over/Under Expenses		1,411.64	
	Total Equity and Current Surplus (Deficit):	96,956.19	
	Total Liabilities, Equity and Current Surplus (Deficit):		96,956.19

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 306 - CIVIC CAMPUS			
Assets			
306-000-1101	CLAIM ON POOLED CASH	-44,194.23	
306-000-1150	IPAIT CITY CAMPUS 131	5,797,872.13	
	Total :	5,753,677.90	
	Total Assets:	5,753,677.90	<u>5,753,677.90</u>
Liability			
	Total Liability:	0.00	
Equity			
306-050-3950	FUND BALANCE	5,730,872.98	
	Total :	5,730,872.98	
	Total Beginning Equity:	5,730,872.98	
Total Revenue		23,912.01	
Total Expense		1,107.09	
Revenues Over/Under Expenses		22,804.92	
	Total Equity and Current Surplus (Deficit):	5,753,677.90	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>5,753,677.90</u>

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 316 - PAINE HTS DRAINAGE			
Assets			
316-000-1101	CLAIM ON POOLED CASH	-10,363.69	
	Total :	-10,363.69	
	Total Assets:	-10,363.69	-10,363.69
Liability			
	Total Liability:	0.00	
Equity			
316-050-3950	FUND BALANCE	-10,363.69	
	Total :	-10,363.69	
	Total Beginning Equity:	-10,363.69	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	-10,363.69	
	Total Liabilities, Equity and Current Surplus (Deficit):		-10,363.69

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 320 - WASHINGTON STREET			
Assets			
320-000-1101	CLAIM ON POOLED CASH	-49,078.51	
	Total :	-49,078.51	
	Total Assets:	-49,078.51	-49,078.51
Liability			
	Total Liability:	0.00	
Equity			
320-050-3950	FUND BALANCE	-49,078.51	
	Total :	-49,078.51	
	Total Beginning Equity:	-49,078.51	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	-49,078.51	
	Total Liabilities, Equity and Current Surplus (Deficit):		-49,078.51

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 324 - BRSC IMPROVEMENTS			
Assets			
324-000-1101	CLAIM ON POOLED CASH	-94,104.38	
	Total :	-94,104.38	
	Total Assets:	-94,104.38	-94,104.38
Liability			
	Total Liability:	0.00	
Equity			
324-050-3950	BEGINNING BALANCE	69,457.71	
	Total :	69,457.71	
	Total Beginning Equity:	69,457.71	
Total Revenue		0.00	
Total Expense		163,562.09	
Revenues Over/Under Expenses		-163,562.09	
	Total Equity and Current Surplus (Deficit):	-94,104.38	
	Total Liabilities, Equity and Current Surplus (Deficit):		-94,104.38

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 325 - STREETS MASTER PLAN			
Assets			
325-000-1101	CLAIM ON POOLED CASH	171,909.50	
	Total :	171,909.50	
	Total Assets:	171,909.50	171,909.50
Liability			
	Total Liability:	0.00	
Equity			
325-050-3950	BEGINNING BALANCE	171,909.50	
	Total :	171,909.50	
	Total Beginning Equity:	171,909.50	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	171,909.50	
	Total Liabilities, Equity and Current Surplus (Deficit):		171,909.50

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 327 - GRANT ST S/COMMUTER LOOP			
Assets			
327-000-1101	CLAIM ON POOLED CASH	21,570.40	
327-000-1150	IPAIT GRANT ST S/COMMUTER LOOP 126	145,024.88	
	Total :	166,595.28	
	Total Assets:	166,595.28	166,595.28
Liability			
	Total Liability:	0.00	
Equity			
327-050-3950	BEGINNING BALANCE	165,997.14	
	Total :	165,997.14	
	Total Beginning Equity:	165,997.14	
Total Revenue		598.14	
Total Expense		0.00	
Revenues Over/Under Expenses		598.14	
	Total Equity and Current Surplus (Deficit):	166,595.28	
	Total Liabilities, Equity and Current Surplus (Deficit):		166,595.28

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 333 - DITCH 2 IMPROV			
Assets			
333-000-1150	IPAIT - DITCH 2 CREEK IMPROVEMENT 11	51.65	
	Total :	51.65	
	Total Assets:	51.65	51.65
Liability			
	Total Liability:	0.00	
Equity			
333-050-3950	BEGINNING BALANCE	51.34	
	Total :	51.34	
	Total Beginning Equity:	51.34	
Total Revenue		0.31	
Total Expense		0.00	
Revenues Over/Under Expenses		0.31	
	Total Equity and Current Surplus (Deficit):	51.65	
	Total Liabilities, Equity and Current Surplus (Deficit):		51.65

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 335 - PARK IMPROVEMENTS			
Assets			
335-000-1101	CLAIM ON POOLED CASH	-38,245.90	
	Total :	-38,245.90	
	Total Assets:	-38,245.90	-38,245.90
Liability			
	Total Liability:	0.00	
Equity			
335-050-3950	BEGINNING BALANCE	-5,360.20	
	Total :	-5,360.20	
	Total Beginning Equity:	-5,360.20	
Total Revenue		0.00	
Total Expense		32,885.70	
Revenues Over/Under Expenses		-32,885.70	
	Total Equity and Current Surplus (Deficit):	-38,245.90	
	Total Liabilities, Equity and Current Surplus (Deficit):		-38,245.90

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 337 - THE CROSSING			
Assets			
337-000-1101	CLAIM ON POOLED CASH	300,000.00	
	Total :	300,000.00	
	Total Assets:	300,000.00	300,000.00
Liability			
	Total Liability:	0.00	
Equity			
337-050-3950	BEGINNING BALANCE	300,000.00	
	Total :	300,000.00	
	Total Beginning Equity:	300,000.00	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	300,000.00	
	Total Liabilities, Equity and Current Surplus (Deficit):		300,000.00

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 338 - MAIN STREET STORMWATER			
Assets			
338-000-1101	CLAIM ON POOLED CASH	-14,758.85	
	Total :	-14,758.85	
	Total Assets:	-14,758.85	-14,758.85
Liability			
	Total Liability:	0.00	
Equity			
338-050-3950	BEGINNING BALANCE	-14,758.85	
	Total :	-14,758.85	
	Total Beginning Equity:	-14,758.85	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	-14,758.85	
	Total Liabilities, Equity and Current Surplus (Deficit):		-14,758.85

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 340 - UNDERPASS-HWY 65/330			
Assets			
340-000-1101	CLAIM ON POOLED CASH	-920,062.77	
	Total :	-920,062.77	
	Total Assets:	-920,062.77	-920,062.77
Liability			
	Total Liability:	0.00	
Equity			
340-050-3950	BEGINNING BALANCE	-860,809.68	
	Total :	-860,809.68	
	Total Beginning Equity:	-860,809.68	
Total Revenue		0.00	
Total Expense		59,253.09	
Revenues Over/Under Expenses		-59,253.09	
	Total Equity and Current Surplus (Deficit):	-920,062.77	
	Total Liabilities, Equity and Current Surplus (Deficit):		-920,062.77

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 341 - TIF-PARK LAND PURCHASE			
Assets			
341-000-1101	CLAIM ON POOLED CASH	-1,657.07	
	Total :	-1,657.07	
	Total Assets:	-1,657.07	-1,657.07
Liability			
	Total Liability:	0.00	
Equity			
341-050-3950	BEGINNING BALANCE	-1,657.07	
	Total :	-1,657.07	
	Total Beginning Equity:	-1,657.07	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	-1,657.07	
	Total Liabilities, Equity and Current Surplus (Deficit):		-1,657.07

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 342 - TIF-1ST&MAIN ECONOMIC DVL			
Assets			
342-000-1101	CLAIM ON POOLED CASH	22,869.67	
	Total :	22,869.67	
	Total Assets:	22,869.67	22,869.67
Liability			
	Total Liability:	0.00	
Equity			
342-050-3950	BEGINNING BALANCE	22,869.67	
	Total :	22,869.67	
	Total Beginning Equity:	22,869.67	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	22,869.67	
	Total Liabilities, Equity and Current Surplus (Deficit):		22,869.67

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 343 - TIF-DOWNTOWN PARKING			
Assets			
343-000-1101	CLAIM ON POOLED CASH	-9,467.47	
	Total :	-9,467.47	
	Total Assets:	-9,467.47	-9,467.47
Liability			
	Total Liability:	0.00	
Equity			
343-050-3950	BEGINNING BALANCE	-9,467.47	
	Total :	-9,467.47	
	Total Beginning Equity:	-9,467.47	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	-9,467.47	
	Total Liabilities, Equity and Current Surplus (Deficit):		-9,467.47

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 344 - 16TH ST NE - GRANT TO HUBBELL			
Assets			
344-000-1101	CLAIM ON POOLED CASH	-37,849.75	
	Total :	-37,849.75	
	Total Assets:	-37,849.75	-37,849.75
Liability			
	Total Liability:	0.00	
Equity			
344-050-3950	BEGINNING BALANCE	-37,849.75	
	Total :	-37,849.75	
	Total Beginning Equity:	-37,849.75	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	-37,849.75	
	Total Liabilities, Equity and Current Surplus (Deficit):		-37,849.75

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 346 - CITY HALL RECONSTRUCTION			
Assets			
346-000-1101	CLAIM ON POOLED CASH	44,926.24	
	Total :	44,926.24	
	Total Assets:	44,926.24	44,926.24
Liability			
	Total Liability:	0.00	
Equity			
346-050-3950	BEGINNING BALANCE	44,926.24	
	Total :	44,926.24	
	Total Beginning Equity:	44,926.24	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	44,926.24	
	Total Liabilities, Equity and Current Surplus (Deficit):		44,926.24

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 347 - BRIDGE/INTERSECTION			
Assets			
347-000-1101	CLAIM ON POOLED CASH	1,782.00	
347-000-1150	IPAIT BRIDGE INTERSECTION 121	265,450.10	
	Total :	267,232.10	
	Total Assets:	267,232.10	<u>267,232.10</u>
Liability			
	Total Liability:	0.00	
Equity			
347-050-3950	BEGINNING BALANCE	266,137.32	
	Total :	266,137.32	
	Total Beginning Equity:	266,137.32	
Total Revenue		1,094.78	
Total Expense		0.00	
Revenues Over/Under Expenses		1,094.78	
	Total Equity and Current Surplus (Deficit):	267,232.10	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u>267,232.10</u>

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 348 - NE STORMWATER EXPANSION/DOWNSTREAM SW CAPACITY			
Assets			
348-000-1101	CLAIM ON POOLED CASH	3.24	
	Total :	3.24	
	Total Assets:	3.24	3.24
Liability			
	Total Liability:	0.00	
Equity			
348-050-3950	BEGINNING BALANCE	3.24	
	Total :	3.24	
	Total Beginning Equity:	3.24	
Total Revenue		0.00	
Total Expense		0.00	
Revenues Over/Under Expenses		0.00	
	Total Equity and Current Surplus (Deficit):	3.24	
	Total Liabilities, Equity and Current Surplus (Deficit):		3.24

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 349 - PLEASANT GROVE			
Assets			
349-000-1101	CLAIM ON POOLED CASH	-198,990.67	
	Total :	-198,990.67	
	Total Assets:	-198,990.67	-198,990.67
Liability			
	Total Liability:	0.00	
Equity			
349-050-3950	BEGINNING BALANCE	-193,274.42	
	Total :	-193,274.42	
	Total Beginning Equity:	-193,274.42	
Total Revenue		0.00	
Total Expense		5,716.25	
Revenues Over/Under Expenses		-5,716.25	
	Total Equity and Current Surplus (Deficit):	-198,990.67	
	Total Liabilities, Equity and Current Surplus (Deficit):		-198,990.67

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 351 - LIBRARY CAPITAL			
Assets			
351-000-1101	CLAIM ON POOLED CASH	73,015.78	
	Total :	<u>73,015.78</u>	
	Total Assets:	<u>73,015.78</u>	<u><u>73,015.78</u></u>
Liability			
	Total Liability:	<u>0.00</u>	
Equity			
351-050-3950	BEGINNING BALANCE	73,015.78	
	Total :	<u>73,015.78</u>	
	Total Beginning Equity:	<u>73,015.78</u>	
Total Revenue		0.00	
Total Expense		<u>0.00</u>	
Revenues Over/Under Expenses		<u>0.00</u>	
	Total Equity and Current Surplus (Deficit):	73,015.78	
	Total Liabilities, Equity and Current Surplus (Deficit):		<u><u>73,015.78</u></u>

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 352 - WATER FACILITIES			
Assets			
352-000-1101	CLAIM ON POOLED CASH	226,684.13	
	Total :	226,684.13	
	Total Assets:	226,684.13	226,684.13
Liability			
	Total Liability:	0.00	
Equity			
352-050-3950	FUND BALANCE	234,331.21	
	Total :	234,331.21	
	Total Beginning Equity:	234,331.21	
Total Revenue		0.00	
Total Expense		7,647.08	
Revenues Over/Under Expenses		-7,647.08	
	Total Equity and Current Surplus (Deficit):	226,684.13	
	Total Liabilities, Equity and Current Surplus (Deficit):		226,684.13

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 355 - CENTRAL DISTRICT STORMWATER IMPROVEMENTS			
Assets			
355-000-1101	CLAIM ON POOLED CASH	53,064.18	
	Total :	53,064.18	
	Total Assets:	53,064.18	53,064.18
Liability			
	Total Liability:	0.00	
Equity			
355-050-3950	BEGINNING BALANCE	118,096.10	
	Total :	118,096.10	
	Total Beginning Equity:	118,096.10	
Total Revenue		0.00	
Total Expense		65,031.92	
Revenues Over/Under Expenses		-65,031.92	
	Total Equity and Current Surplus (Deficit):	53,064.18	
	Total Liabilities, Equity and Current Surplus (Deficit):		53,064.18

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 356 - CERTIFIED SITE IMPROVEMENTS			
Assets			
356-000-1101	CLAIM ON POOLED CASH	-30,629.40	
356-000-1150	IPAIT - CERTIFIED SITE IMPROVEMENTS 1	5,061,013.75	
	Total :	5,030,384.35	
	Total Assets:	5,030,384.35	5,030,384.35
Liability			
	Total Liability:	0.00	
Equity			
356-050-3950	FUND BALANCE	5,023,816.38	
	Total :	5,023,816.38	
	Total Beginning Equity:	5,023,816.38	
Total Revenue		20,872.97	
Total Expense		14,305.00	
Revenues Over/Under Expenses		6,567.97	
	Total Equity and Current Surplus (Deficit):	5,030,384.35	
	Total Liabilities, Equity and Current Surplus (Deficit):		5,030,384.35

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 500 - CEMETERY PERPETUAL CARE			
Assets			
500-000-1111	SAVINGS - CEMETERY XXX1037	1,813.69	
500-000-1150	IPAIT - CEMETERY T/A 108	27,070.63	
	Total :	28,884.32	
	Total Assets:	28,884.32	28,884.32
Liability			
	Total Liability:	0.00	
Equity			
500-050-3950	FUND BALANCE	28,772.69	
	Total :	28,772.69	
	Total Beginning Equity:	28,772.69	
Total Revenue		111.63	
Total Expense		0.00	
Revenues Over/Under Expenses		111.63	
	Total Equity and Current Surplus (Deficit):	28,884.32	
	Total Liabilities, Equity and Current Surplus (Deficit):		28,884.32

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 600 - WATER			
Assets			
600-000-1101	CLAIM ON POOLED CASH	448,158.39	
600-000-1114	CHANGE FUND - WATER	200.00	
600-000-1151	IPAIT - WATER OPERAT 104	388,810.41	
600-000-1159	IPAIT UTILITY DEPOSITS-111	353,742.05	
600-000-1170	CHECKING - WATER DEPOSITS	77,118.55	
	Total :	1,268,029.40	
	Total Assets:	1,268,029.40	1,268,029.40
Liability			
600-050-2141	APPLIED CREDITS	11,932.67	
	Total :	11,932.67	
	Total Liability:	11,932.67	
Equity			
600-050-3950	FUND BALANCE	1,175,802.29	
	Total :	1,175,802.29	
	Total Beginning Equity:	1,175,802.29	
Total Revenue		222,350.44	
Total Expense		142,056.00	
Revenues Over/Under Expenses		80,294.44	
	Total Equity and Current Surplus (Deficit):	1,256,096.73	
	Total Liabilities, Equity and Current Surplus (Deficit):		1,268,029.40

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 610 - SEWER			
Assets			
610-000-1101	CLAIM ON POOLED CASH	-44,425.80	
610-000-1113	CHECKING - SEWER SINKING	222,852.14	
610-000-1151	IPAIT - SEWER OPERAT 103	1,776,118.09	
610-000-1153	IPAIT - NW TRK SEWR EXT 117	37,879.26	
610-000-1154	IPAIT - SEWER RESERVE 201	114,824.37	
	Total :	2,107,248.06	
	Total Assets:	2,107,248.06	2,107,248.06
Liability			
	Total Liability:	0.00	
Equity			
610-050-3950	FUND BALANCE	2,122,811.06	
	Total :	2,122,811.06	
	Total Beginning Equity:	2,122,811.06	
Total Revenue		170,282.36	
Total Expense		185,845.36	
Revenues Over/Under Expenses		-15,563.00	
	Total Equity and Current Surplus (Deficit):	2,107,248.06	
	Total Liabilities, Equity and Current Surplus (Deficit):		2,107,248.06

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 670 - GARBAGE			
Assets			
670-000-1101	CLAIM ON POOLED CASH	190,876.98	
670-000-1114	CHANGE FUND - GARBAGE	70.00	
	Total :	190,946.98	
	Total Assets:	190,946.98	190,946.98
Liability			
	Total Liability:	0.00	
Equity			
670-050-3950	FUND BALANCE	158,088.94	
	Total :	158,088.94	
	Total Beginning Equity:	158,088.94	
Total Revenue		46,677.18	
Total Expense		13,819.14	
Revenues Over/Under Expenses		32,858.04	
	Total Equity and Current Surplus (Deficit):	190,946.98	
	Total Liabilities, Equity and Current Surplus (Deficit):		190,946.98

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 741 - STORM WATER			
Assets			
741-000-1101	CLAIM ON POOLED CASH	55,641.56	
741-000-1111	CHECKING-STORMWATER SINKING	144,200.07	
741-000-1150	IPAIT - STORM WATER RESERVE 2020E 13	149,617.86	
	Total :	349,459.49	
	Total Assets:	349,459.49	349,459.49
Liability			
	Total Liability:	0.00	
Equity			
741-050-3950	FUND BALANCE	357,887.67	
	Total :	357,887.67	
	Total Beginning Equity:	357,887.67	
Total Revenue		38,218.34	
Total Expense		46,646.52	
Revenues Over/Under Expenses		-8,428.18	
	Total Equity and Current Surplus (Deficit):	349,459.49	
	Total Liabilities, Equity and Current Surplus (Deficit):		349,459.49

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 820 - SELF-FUNDED INSURANCE			
Assets			
820-000-1101	CLAIM ON POOLED CASH	1,063.08	
	Total :	1,063.08	
	Total Assets:	1,063.08	1,063.08
Liability			
820-050-2011	PENDING POOLED PAYABLES	-260.25	
820-050-2131	SELF-FUNDED WITHHOLDING	229.78	
	Total :	-30.47	
	Total Liability:	-30.47	
Equity			
820-050-3950	BEGINNING BALANCE	1,293.05	
	Total :	1,293.05	
	Total Beginning Equity:	1,293.05	
Total Revenue		0.00	
Total Expense		199.50	
Revenues Over/Under Expenses		-199.50	
	Total Equity and Current Surplus (Deficit):	1,093.55	
	Total Liabilities, Equity and Current Surplus (Deficit):		1,063.08

Balance Sheet

As Of 07/31/2023

Account	Name	Balance	
Fund: 999 - POOLED CASH			
Assets			
999-000-1100	POOLED CASH	856,069.71	
999-000-1482	DUE FROM SELF-FUNDED INSURANCE	-260.25	
	Total :	855,809.46	
	Total Assets:	855,809.46	855,809.46
Liability			
999-050-2010	POOLED PAYABLES	-260.25	
999-050-2300	DUE TO OTHER FUNDS	856,069.71	
	Total :	855,809.46	
	Total Liability:	855,809.46	
	Total Equity and Current Surplus (Deficit):	0.00	
	Total Liabilities, Equity and Current Surplus (Deficit):		855,809.46

BANK RECONCILIATION

JULY

NOTES:

Bank Statement Balance:	\$ 1,361,189.36
IPAIT balance	\$ 18,743,002.29
Cemetery Vision	\$ 1,813.69
Library Vision	\$ -
Petty Cash	\$ 590.00

Less:	
Outstanding Checks:	\$ 60,948.89
(See listing next page)	

Calculated Book Balance:	\$ 20,045,646.45
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Actual Incode10 Balance:	\$ 20,045,646.45
Fund Balances	\$ 19,985,285.14

Liabilities	60361.31
DIFFERENCE:	\$ (0.00)

DIFFERENCE:	\$ -
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Account Summary

Date Range: 07/01/2023 - 07/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
Function: 10 - PUBLIC SAFETY				
001-110-6050	POLK CO SHERIFF PAYMENT	0.00	60,267.83	60267.83
001-150-6010	SALARIES	0.00	43,951.61	43951.61
001-150-6181	UNIFORMS	0.00	280.33	280.33
001-150-6230	TRAINING	0.00	4,409.83	4409.83
001-150-6331	VEHICLE OPERATIONS	0.00	606.21	606.21
001-150-6371	ELECTRIC / GAS	0.00	311.10	311.10
001-150-6373	TELECOMMUNICATION EXPENSE	0.00	697.84	697.84
001-150-6419	COMPUTER SUPPORT	0.00	147.12	147.12
001-150-6430	ANNUAL TESTING	0.00	1,295.00	1295.00
001-150-6499	CONTRACT SERVICES	0.00	1,878.00	1878.00
001-150-6710	VEHICLE REPLACEMENT	0.00	8,379.15	8379.15
001-160-6010	SALARIES	0.00	43,951.37	43951.37
001-160-6230	TRAINING	0.00	3,959.83	3959.83
001-160-6331	VEHICLE OPERATIONS	0.00	823.74	823.74
001-160-6332	VEHICLE REPAIRS	0.00	1,082.50	1082.50
001-160-6371	ELECTRIC / GAS	0.00	311.09	311.09
001-160-6373	TELECOMMUNICATION EXPENSE	0.00	697.84	697.84
001-160-6413	PAYMENT TO OTHER AGENCIES	0.00	685.49	685.49
001-160-6419	COMPUTER SUPPORT	0.00	147.12	147.12
001-160-6499	CONTRACT SERVICES	0.00	1,928.00	1928.00
001-160-6507	OPERATING SUPPLIES	0.00	2,808.10	2808.10
001-160-6710	VEHICLE REPLACEMENT	0.00	8,379.15	8379.15
001-170-6010	SALARIES	0.00	1,099.05	1099.05
001-170-6230	TRAINING	0.00	395.70	395.70
001-170-6373	TELECOMMUNICATION EXPENSE	0.00	10.79	10.79
001-170-6419	TECHNOLOGY SERVICES SUPPORT	0.00	104.80	104.80
001-170-6490	PROFESSIONAL SERVICES	0.00	22,217.75	22217.75
001-170-6506	OFFICE SUPPLIES	0.00	19.15	19.15
112-150-6110	FICA	0.00	2,676.53	2676.53
112-150-6111	PCORI	0.00	5.54	5.54
112-150-6120	MEDICARE	0.00	626.12	626.12
112-150-6130	IPERS - FIRE	0.00	3,204.99	3204.99
112-150-6150	GROUP INSURANCE	0.00	4,373.58	4373.58
112-150-6160	WORKER'S COMP	0.00	4,850.14	4850.14
112-150-6170	UNEMPLOYMENT - FIRE	0.00	18.28	18.28
112-150-6488	PHYSICALS & TESTING	0.00	165.50	165.50

Detail Report

Date Range: 07/01/2023 - 07/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
112-160-6110	FICA	0.00	2,676.15	2676.15
112-160-6111	PCORI	0.00	5.54	5.54
112-160-6120	MEDICARE	0.00	625.72	625.72
112-160-6130	IPERS - EMS	0.00	3,204.54	3204.54
112-160-6150	GROUP INSURANCE	0.00	4,372.98	4372.98
112-160-6160	WORKER'S COMP	0.00	4,850.14	4850.14
112-160-6170	UNEMPLOYMENT - EMS	0.00	18.02	18.02
112-160-6488	PHYSICALS & TESTING	0.00	165.50	165.50
112-170-6110	FICA	0.00	64.87	64.87
112-170-6111	PCORI	0.00	5.54	5.54
112-170-6120	MEDICARE	0.00	15.16	15.16
112-170-6130	IPERS	0.00	122.85	122.85
112-170-6150	GROUP INSURANCE	0.00	387.06	387.06
112-170-6160	WORKER'S COMP	0.00	26.53	26.53
112-170-6170	UNEMPLOYMENT - BLDG INSPECTOR	0.00	0.40	0.40
112-180-6160	WORKERS COMP	0.00	10.61	10.61
Total Function: 10 - PUBLIC SAFETY:		0.00	243,317.78	243,317.78
Function: 20 - PUBLIC WORKS				
110-210-6010	SALARIES	0.00	27,787.42	27787.42
110-210-6030	SALARIES-SEASONAL	0.00	386.33	386.33
110-210-6142	DEFERRED COMPENSATION	0.00	155.36	155.36
110-210-6181	UNIFORMS	0.00	112.65	112.65
110-210-6182	VEHICLE ALLOWANCE	0.00	65.00	65.00
110-210-6230	TRAINING	0.00	3,268.11	3268.11
110-210-6240	MEETINGS & CONFERENCES	0.00	2,015.01	2015.01
110-210-6310	BUILDING & GROUND MAINTENANCE	0.00	71.18	71.18
110-210-6331	VEHICLE OPERATIONS	0.00	1,012.36	1012.36
110-210-6350	OPERATIONAL EQUIPMENT REPAIR	0.00	2,115.70	2115.70
110-210-6373	TELECOMMUNICATION EXPENSE	0.00	156.70	156.70
110-210-6407	ENGINEERING EXPENSE	0.00	820.00	820.00
110-210-6415	EQUIPMENT & VEHICLE RENTAL	0.00	337.00	337.00
110-210-6417	STREET MAINTENANCE	0.00	811.50	811.50
110-210-6419	COMPUTER SUPPORT & SOFTWARE	0.00	220.84	220.84
110-210-6499	CONTRACT SERVICES	0.00	1,223.24	1223.24
110-210-6506	OFFICE SUPPLIES	0.00	97.89	97.89
110-210-6507	OPERATING SUPPLIES	0.00	152.82	152.82
110-210-6799	CAPITAL OUTLAY	0.00	8,302.75	8302.75
110-230-6372	STREET LIGHTS ELECTRICITY	0.00	5,458.64	5458.64
110-240-6371	ELECTRIC / GAS	0.00	558.81	558.81
112-210-6110	FICA	0.00	1,704.37	1704.37
112-210-6111	PCORI	0.00	5.54	5.54
112-210-6120	MEDICARE	0.00	398.58	398.58
112-210-6130	IPERS	0.00	1,739.56	1739.56

Detail Report

Date Range: 07/01/2023 - 07/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
112-210-6150	GROUP INSURANCE	0.00	5,103.85	5103.85
112-210-6160	WORKER'S COMP	0.00	106.13	106.13
112-210-6170	UNEMPLOYMENT	0.00	10.78	10.78
112-840-6110	FICA	0.00	44.31	44.31
112-840-6111	PCORI	0.00	5.53	5.53
112-840-6120	MEDICARE	0.00	10.34	10.34
112-840-6130	IPERS	0.00	72.86	72.86
112-840-6150	GROUP INSURANCE	0.00	285.03	285.03
670-840-6010	SALARIES	0.00	771.79	771.79
670-840-6160	WORKER'S COMP	0.00	53.09	53.09
670-840-6170	UNEMPLOYMENT	0.00	0.74	0.74
670-840-6230	TRAINING	0.00	81.61	81.61
670-840-6373	TELECOMMUNICATION EXPENSE	0.00	8.29	8.29
670-840-6419	COMPUTER SUPPORT & SOFTWARE	0.00	103.92	103.92
670-840-6435	RECYCLING/CURB IT	0.00	11,361.60	11361.60
670-840-6499	CONTRACT SERVICES	0.00	49.60	49.60
670-840-6508	POSTAGE	0.00	147.00	147.00
670-840-6580	STICKER INVENTORY FOR PICK UPS	0.00	1,241.50	1241.50
Total Function: 20 - PUBLIC WORKS:		0.00	78,435.33	78,435.33
Function: 30 - HEALTH & SOCIAL SERVICES				
001-350-6350	EQUIPMENT REPAIR	0.00	8.38	8.38
Total Function: 30 - HEALTH & SOCIAL SERVICES:		0.00	8.38	8.38
Function: 40 - CULTURE & RECREATION				
001-410-6010	SALARIES	0.00	25,030.43	25030.43
001-410-6020	SALARIES-PART-TIME	0.00	7,366.21	7366.21
001-410-6230	TRAINING	0.00	2,473.20	2473.20
001-410-6240	MEETINGS & CONFERENCES	0.00	125.00	125.00
001-410-6310	BUILDING & GROUND MAINTENANCE	0.00	2,670.19	2670.19
001-410-6371	ELECTRIC / GAS	0.00	1,995.00	1995.00
001-410-6373	TELECOMMUNICATION EXPENSE	0.00	5,609.28	5609.28
001-410-6419	COMPUTER SUPPORT	0.00	95.74	95.74
001-410-6499	CONTRACT SERVICES	0.00	1,746.15	1746.15
001-410-6502	PRINTED MATERIALS	0.00	3,515.83	3515.83
001-410-6503	DIGITAL MATERIALS	0.00	1,986.95	1986.95
001-410-6504	MINOR EQUIPMENT	0.00	513.71	513.71
001-410-6507	OPERATING SUPPLIES	0.00	136.77	136.77
001-410-6508	POSTAGE-SHIPPING	0.00	140.97	140.97
001-410-6599	LIBRARY PROGRAMS	0.00	143.19	143.19
001-410-6725	TECHNOLOGY REPLACEMENT	0.00	790.00	790.00
001-430-6010	SALARIES - FT	0.00	4,146.64	4146.64
001-430-6030	SALARIES - SEASONAL	0.00	2,301.51	2301.51
001-430-6181	UNIFORMS	0.00	112.65	112.65
001-430-6230	TRAINING	0.00	854.76	854.76

Detail Report
Date Range: 07/01/2023 - 07/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
001-430-6240	MEETINGS & CONFERENCES	0.00	144.00	144.00
001-430-6310	BUILDING MAINTENANCE & REPAIR	0.00	15.08	15.08
001-430-6320	GROUPS MAINTENANCE & REPAIR	0.00	729.24	729.24
001-430-6331	VEHICLE OPERATIONS	0.00	954.58	954.58
001-430-6371	ELECTRIC / GAS	0.00	403.77	403.77
001-430-6373	TELECOMMUNICATION EXPENSE	0.00	28.38	28.38
001-430-6419	COMPUTER SUPORT & SOFTWARE	0.00	171.37	171.37
001-430-6490	OTHER PROFESSIONAL SERVICES	0.00	2,380.00	2380.00
001-430-6499	CONTRACT SERVICES	0.00	268.75	268.75
001-430-6504	MINOR EQUIPMENT	0.00	44.99	44.99
001-430-6580	MISCELLANEOUS	0.00	314.77	314.77
001-430-6599	PARK PROGRAMS	0.00	2,000.00	2000.00
001-430-6796	DOG PARK EXPENSE	0.00	3,218.20	3218.20
001-430-6799	OTHER CAPITAL OUTLAY	0.00	26,253.00	26253.00
001-440-6010	SALARIES	0.00	2,408.86	2408.86
001-440-6230	TRAINING	0.00	1,518.60	1518.60
001-440-6240	MEETINGS & CONFERENCES	0.00	360.00	360.00
001-440-6371	ELECTRIC / GAS	0.00	200.53	200.53
001-440-6373	TELECOMMUNICATION EXPENSE	0.00	18.61	18.61
001-440-6419	COMPUTER SUPPORT & SOFTWARE	0.00	129.77	129.77
001-440-6499	CONTRACT SERVICES	0.00	26.98	26.98
001-440-6507	OPERATING SUPPLIES	0.00	947.45	947.45
001-450-6030	SALARIES-SEASONAL	0.00	2,004.34	2004.34
001-450-6230	TRAINING	0.00	427.38	427.38
001-450-6240	MEETINGS & CONFERENCES	0.00	72.00	72.00
001-450-6373	TELECOMMUNICATION EXPENSE	0.00	3.26	3.26
001-450-6419	COMP-WEBSITE	0.00	12.03	12.03
112-410-6110	FICA	0.00	1,987.08	1987.08
112-410-6111	PCORI	0.00	5.54	5.54
112-410-6120	MEDICARE	0.00	464.72	464.72
112-410-6130	IPERS	0.00	3,156.79	3156.79
112-410-6150	GROUP INSURANCE	0.00	5,192.02	5192.02
112-410-6160	WORKER'S COMP	0.00	26.53	26.53
112-410-6170	UNEMPLOYMENT	0.00	15.49	15.49
112-430-6110	FICA	0.00	388.64	388.64
112-430-6111	PCORI	0.00	5.54	5.54
112-430-6120	MEDICARE	0.00	90.92	90.92
112-430-6130	IPERS	0.00	337.26	337.26
112-430-6150	GROUP INSURANCE	0.00	980.70	980.70
112-430-6160	WORKER'S COMP	0.00	26.53	26.53
112-430-6170	UNEMPLOYMENT	0.00	4.45	4.45
112-440-6110	FICA	0.00	140.27	140.27
112-440-6111	PCORI	0.00	5.54	5.54

Detail Report

Date Range: 07/01/2023 - 07/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
112-440-6120	MEDICARE	0.00	32.84	32.84
112-440-6130	IPERS	0.00	255.45	255.45
112-440-6150	GROUP INSURANCE	0.00	885.09	885.09
112-440-6160	WORKER'S COMP	0.00	26.53	26.53
112-440-6170	UNEMPLOYMENT-REC	0.00	2.45	2.45
112-450-6110	FICA	0.00	118.10	118.10
112-450-6111	PCORI	0.00	5.54	5.54
112-450-6120	MEDICARE	0.00	27.63	27.63
112-450-6130	IPERS	0.00	201.94	201.94
112-450-6150	GROUP INSURANCE	0.00	668.47	668.47
112-450-6170	UNEMPLOYMENT-CEM	0.00	1.93	1.93
167-410-6506	TRUST & AGENCY LIBRARY EXPENSE	0.00	263.66	263.66
Total Function: 40 - CULTURE & RECREATION:		0.00	122,127.77	122,127.77
Function: 50 - COMMUNITY & ECONOMIC DEVELOPMENT				
001-520-6010	SALARIES	0.00	5,577.97	5577.97
001-520-6230	TRAINING	0.00	2,473.20	2473.20
001-520-6240	MEETINGS & CONFERENCES	0.00	420.93	420.93
001-520-6373	TELECOMMUNICATION EXPENSE	0.00	34.90	34.90
001-520-6402	ADVERTISING-PUBLICATIONS	0.00	45.52	45.52
001-520-6413	PAYMENT TO OTHER AGENCIES	0.00	18,500.00	18500.00
001-520-6419	COMPUTER SUPPORT & SOFTWARE	0.00	189.93	189.93
001-520-6490	PROFESSIONAL SERVICES	0.00	1,010.00	1010.00
001-520-6507	OPERATING SUPPLIES	0.00	66.79	66.79
001-540-6010	SALARIES	0.00	16,615.49	16615.49
001-540-6142	DEFERRED COMPENSATION	0.00	155.36	155.36
001-540-6182	VEHICLE ALLOWANCE	0.00	65.00	65.00
001-540-6230	TRAINING	0.00	4,600.17	4600.17
001-540-6240	MEETINGS & CONFERENCES	0.00	513.17	513.17
001-540-6373	TELECOMMUNICATION EXPENSE	0.00	62.90	62.90
001-540-6402	ADVERTISING-PUBLICATIONS	0.00	138.18	138.18
001-540-6407	ENGINEERING EXPENSE	0.00	5,620.20	5620.20
001-540-6419	COMPUTER SUPPORT & SOFTWARE	0.00	343.27	343.27
001-540-6499	CONTRACT SERVICES	0.00	50.78	50.78
001-540-6506	OFFICE SUPPLIES	0.00	280.50	280.50
112-520-6110	FICA	0.00	317.54	317.54
112-520-6111	PCORI	0.00	5.54	5.54
112-520-6120	MEDICARE	0.00	74.26	74.26
112-520-6130	IPERS	0.00	590.12	590.12
112-520-6150	GROUP INSURANCE	0.00	799.85	799.85
112-520-6160	WORKERS COMP	0.00	26.53	26.53
112-520-6170	UNEMPLOYMENT	0.00	1.97	1.97
112-540-6110	FICA	0.00	1,005.86	1005.86
112-540-6111	PCORI	0.00	5.54	5.54

Detail Report

Date Range: 07/01/2023 - 07/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
112-540-6120	MEDICARE	0.00	235.26	235.26
112-540-6130	IPERS	0.00	1,264.73	1264.73
112-540-6150	GROUP INSURANCE	0.00	3,195.08	3195.08
112-540-6160	WORKER'S COMP	0.00	26.53	26.53
112-540-6170	UNEMPLOYMENT	0.00	2.35	2.35
Total Function: 50 - COMMUNITY & ECONOMIC DEVELOPMENT:		0.00	64,315.42	64,315.42
Function: 60 - GENERAL GOVERNMENT				
001-620-6010	SALARIES	0.00	6,904.15	6904.15
001-620-6230	TRAINING	0.00	2,434.14	2434.14
001-620-6240	MEETINGS & CONFERENCES	0.00	1,091.95	1091.95
001-620-6373	TELECOMMUNICATION EXPENSE	0.00	33.27	33.27
001-620-6419	COMPUTER SUPPORT & SOFTWARE	0.00	252.92	252.92
001-620-6507	OPERATING SUPPLIES	0.00	450.98	450.98
001-621-6010	SALARIES	0.00	21,534.88	21534.88
001-621-6142	DEFERRED COMPENSATION	0.00	155.36	155.36
001-621-6182	VEHICLE ALLOWANCE	0.00	65.00	65.00
001-621-6230	TRAINING	0.00	4,080.81	4080.81
001-621-6240	MEETINGS & CONFERENCES	0.00	867.48	867.48
001-621-6373	TELECOMMUNICATION EXPENSE	0.00	78.86	78.86
001-621-6402	ADVERTISING-PUBLICATIONS	0.00	766.21	766.21
001-621-6419	COMPUTER SUPPORT	0.00	400.77	400.77
001-621-6499	CONTRACT SERVICES	0.00	50.78	50.78
001-621-6506	OFFICE SUPPLIES	0.00	78.74	78.74
001-621-6508	POSTAGE-SHIPPING	0.00	1.91	1.91
001-621-6580	MISCELLANEOUS	0.00	16.91	16.91
001-640-6411	LEGAL EXPENSE	0.00	1,310.00	1310.00
001-650-6320	GROUNDS MAINTENANCE & REPAIR	0.00	171.55	171.55
001-650-6331	VEHICLE OPERATIONS	0.00	44.70	44.70
001-650-6371	ELECTRIC / GAS	0.00	472.96	472.96
001-650-6499	CONTRACT SERVICES	0.00	50.78	50.78
112-620-6110	FICA	0.00	389.25	389.25
112-620-6111	PCORI	0.00	5.54	5.54
112-620-6120	MEDICARE	0.00	91.02	91.02
112-620-6130	IPERS	0.00	726.31	726.31
112-620-6150	GROUP INSURANCE	0.00	1,677.73	1677.73
112-620-6160	WORKER'S COMP	0.00	26.53	26.53
112-620-6170	UNEMPLOYMENT	0.00	0.70	0.70
112-621-6110	FICA	0.00	1,275.53	1275.53
112-621-6111	PCORI	0.00	5.53	5.53
112-621-6120	MEDICARE	0.00	298.32	298.32
112-621-6130	IPERS	0.00	1,727.95	1727.95
112-621-6150	GROUP INSURANCE	0.00	4,022.18	4022.18
112-621-6160	WORKER'S COMP	0.00	26.53	26.53

Detail Report

Date Range: 07/01/2023 - 07/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
112-621-6170	UNEMPLOYMENT	0.00	6.08	6.08
820-931-6580	MISCELLANEOUS	0.00	199.50	199.50
Total Function: 60 - GENERAL GOVERNMENT:		0.00	51,793.81	51,793.81
Function: 75 - CAPITAL PROJECTS				
306-150-6402	ADVERTISING-PUBLICATIONS	0.00	39.59	39.59
306-150-6411	LEGAL EXPENSE	0.00	1,067.50	1067.50
324-440-6499	CONTRACT SERVICES	0.00	2,860.00	2860.00
324-440-6799	OTHER CAPITAL OUTLAY	0.00	160,702.09	160702.09
335-430-6795	PARK SIDE TRAIL CONNECTION	0.00	20,099.00	20099.00
335-430-6796	CITY PARK-200 LINCOLN SE	0.00	11,773.11	11773.11
335-430-6800	EAGLE PARK IMPROVEMENTS	0.00	1,013.59	1013.59
340-210-6407	ENGINEERING EXPENSE	0.00	1,362.48	1362.48
340-210-6799	OTHER CAPITAL OUTLAY	0.00	57,890.61	57890.61
349-865-6411	LEGAL	0.00	5,716.25	5716.25
352-810-6407	ENGINEERING EXPENSE	0.00	5,720.00	5720.00
352-810-6411	LEGAL	0.00	1,927.08	1927.08
355-210-6407	ENGINEERING EXPENSE	0.00	32,515.96	32515.96
355-865-6407	ENGINEERING EXPENSE	0.00	32,515.96	32515.96
356-520-6407	ENGINEERING EXPENSE	0.00	14,305.00	14305.00
Total Function: 75 - CAPITAL PROJECTS:		0.00	349,508.22	349,508.22
Function: 80 - BUSINESS TYPE ACTIVITIES				
600-811-6010	SALARIES	0.00	12,885.83	12885.83
600-811-6110	FICA	0.00	773.35	773.35
600-811-6120	MEDICARE	0.00	180.91	180.91
600-811-6130	IPERS	0.00	998.92	998.92
600-811-6150	GROUP INSURANCE	0.00	2,973.03	2973.03
600-811-6160	WORKERS COMP	0.00	106.13	106.13
600-811-6170	UNEMPLOYMENT	0.00	5.39	5.39
600-811-6181	UNIFORMS	0.00	112.65	112.65
600-811-6230	TRAINING	0.00	989.28	989.28
600-811-6331	VEHICLE OPERATIONS	0.00	461.73	461.73
600-811-6373	TELECOMMUNICATION EXPENSE	0.00	19.54	19.54
600-811-6389	TESTING & ANALYSIS	0.00	240.00	240.00
600-811-6419	COMPUTER SUPPORT & SOFTWARE	0.00	77.69	77.69
600-811-6727	CAPITAL OUTLAY	0.00	8,337.00	8337.00
600-812-6010	SALARIES	0.00	12,037.95	12037.95
600-812-6110	FICA	0.00	738.70	738.70
600-812-6120	MEDICARE	0.00	172.78	172.78
600-812-6130	IPERS	0.00	661.35	661.35
600-812-6142	DEFERRED COMPENSATION	0.00	155.36	155.36
600-812-6150	GROUP INSURANCE	0.00	1,433.94	1433.94
600-812-6160	WORKERS COMP	0.00	106.13	106.13
600-812-6170	UNEMPLOYMENT	0.00	2.15	2.15

Detail Report**Date Range: 07/01/2023 - 07/31/2023**

Account	Name	Beginning Balance	Total Activity	Ending Balance
600-812-6182	VEHICLE ALLOWANCE	0.00	65.00	65.00
600-812-6230	TRAINING	0.00	1,345.44	1345.44
600-812-6240	MEETINGS & CONFERENCES	0.00	485.66	485.66
600-812-6298	LICENSES	0.00	846.14	846.14
600-812-6373	TELECOMMUNICATION EXPENSE	0.00	35.51	35.51
600-812-6402	ADVERTISING-PUBLICATIONS	0.00	317.49	317.49
600-812-6413	DSM WATER WORKS	0.00	85,705.80	85705.80
600-812-6419	COMPUTER SUPPORT & SOFTWARE	0.00	227.56	227.56
600-812-6420	WATER EXCISE TAX	0.00	8,931.92	8931.92
600-812-6499	CONTRACT SERVICES	0.00	380.79	380.79
600-812-6506	OFFICE SUPPLIES	0.00	97.88	97.88
600-812-6508	POSTAGE-SHIPPING	0.00	147.00	147.00
610-815-6160	WORKER'S COMP	0.00	106.13	106.13
610-815-6373	TELECOMMUNICATION EXPENSE	0.00	19.54	19.54
610-815-6419	COMPUTER SUPPORT	0.00	77.69	77.69
610-816-6010	SALARIES	0.00	10,209.12	10209.12
610-816-6110	FICA	0.00	612.68	612.68
610-816-6120	MEDICARE	0.00	143.31	143.31
610-816-6130	IPERS	0.00	835.11	835.11
610-816-6150	GROUP INSURANCE	0.00	2,506.39	2506.39
610-816-6160	WORKERS COMP	0.00	106.13	106.13
610-816-6170	UNEMPLOYMENT	0.00	4.73	4.73
610-816-6181	UNIFORMS	0.00	112.65	112.65
610-816-6230	TRAINING	0.00	2,084.91	2084.91
610-816-6320	GROUNDS MAINTENANCE & REPAIR	0.00	171.54	171.54
610-816-6371	ELECTRIC / GAS	0.00	397.02	397.02
610-816-6373	TELECOMMUNICATION EXPENSE	0.00	37.11	37.11
610-816-6419	COMPUTER SUPPORT	0.00	221.17	221.17
610-817-6010	SALARIES	0.00	12,249.68	12249.68
610-817-6110	FICA	0.00	752.04	752.04
610-817-6120	MEDICARE	0.00	175.84	175.84
610-817-6130	IPERS	0.00	681.30	681.30
610-817-6142	DEFERRED COMPENSATION	0.00	155.38	155.38
610-817-6150	GROUP INSURANCE	0.00	1,474.93	1474.93
610-817-6170	UNEMPLOYMENT	0.00	2.36	2.36
610-817-6182	VEHICLE ALLOWANCE	0.00	65.00	65.00
610-817-6240	MEETINGS & CONFERENCES	0.00	485.67	485.67
610-817-6413	PAYMENT TO OTHER AGENCIES	0.00	150,130.00	150130.00
610-817-6418	SALES TAX EXPENSE	0.00	999.58	999.58
610-817-6419	COMPUTER SUPPORT & SOFTWARE	0.00	12.28	12.28
610-817-6499	CONTRACT SERVICES	0.00	171.19	171.19
610-817-6506	OFFICE SUPPLIES	0.00	97.88	97.88
610-817-6508	POSTAGE-SHIPPING	0.00	147.00	147.00

Detail Report

Date Range: 07/01/2023 - 07/31/2023

Account	Name	Beginning Balance	Total Activity	Ending Balance
610-817-6899	2020C REVENUE BOND-AGENT FEES	0.00	600.00	600.00
741-865-6010	SALARIES	0.00	9,783.69	9783.69
741-865-6110	FICA	0.00	584.10	584.10
741-865-6120	MEDICARE	0.00	136.50	136.50
741-865-6130	IPERS	0.00	726.00	726.00
741-865-6150	GROUP INSURANCE	0.00	2,451.90	2451.90
741-865-6160	WORKERS COMP	0.00	106.13	106.13
741-865-6170	UNEMPLOYMENT	0.00	5.61	5.61
741-865-6181	UNIFORMS	0.00	112.65	112.65
741-865-6230	TRAINING	0.00	742.03	742.03
741-865-6373	TELECOMMUNICATIONS EXPENSE	0.00	23.51	23.51
741-865-6407	ENGINEERING EXPENSE	0.00	30,297.50	30297.50
741-865-6418	SALES TAX EXPENSE	0.00	939.31	939.31
741-865-6419	COMPUTER SUPPORT & SOFTWARE	0.00	165.60	165.60
741-865-6499	CONTRACT SERVICES	0.00	425.00	425.00
741-865-6508	POSTAGE	0.00	146.99	146.99
Total Function: 80 - BUSINESS TYPE ACTIVITIES:		0.00	374,547.88	374,547.88
Grand Totals:		0.00	1,284,054.59	1,284,054.59

Fund Summary

Fund	Beginning Balance	Total Activity	Ending Balance
001 - GENERAL FUND	0.00	415,743.36	415,743.36
110 - ROAD USE TAX	0.00	55,129.31	55,129.31
112 - EMPLOYEE BENEFIT	0.00	74,843.52	74,843.52
167 - LIBRARY GRANT	0.00	263.66	263.66
306 - CIVIC CAMPUS	0.00	1,107.09	1,107.09
324 - BRSC IMPROVEMENTS	0.00	163,562.09	163,562.09
335 - PARK IMPROVEMENTS	0.00	32,885.70	32,885.70
340 - UNDERPASS-HWY 65/330	0.00	59,253.09	59,253.09
349 - PLEASANT GROVE	0.00	5,716.25	5,716.25
352 - WATER FACILITIES	0.00	7,647.08	7,647.08
355 - CENTRAL DISTRICT STORMWATER II	0.00	65,031.92	65,031.92
356 - CERTIFIED SITE IMPROVEMENTS	0.00	14,305.00	14,305.00
600 - WATER	0.00	142,056.00	142,056.00
610 - SEWER	0.00	185,845.36	185,845.36
670 - GARBAGE	0.00	13,819.14	13,819.14
741 - STORM WATER	0.00	46,646.52	46,646.52
820 - SELF-FUNDED INSURANCE	0.00	199.50	199.50
Grand Total:	0.00	1,284,054.59	1,284,054.59



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00810 - PYPKT00468 - 07/31-08/13/2023 PAID
08/17/2023

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
INV0003225	Invoice	8/18/2023	8/18/2023	8/18/2023	8/18/2023	91.38	0.00	0.00	0.00	91.38
CASE # 652464	AP Bank Code - AP Bank				No	Payment Date: 8/18/2023		Bank Draft:		DFT0002527
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				
110-050-2127	CHILD SUPPORT WITHHOLDING				41.13	0%				
600-050-2127	CHILD SUPPORT WITHHOLDING				18.26	0%				
741-050-2127	CHILD SUPPORT WITHHOLDING				9.15	0%				
610-050-2127	CHILD SUPPORT WITHHOLDING				18.26	0%				
001-050-2127	CHILD SUPPORT WITHHOLDING				4.58	0%				
Vendor: 2304 - EBS										
INV0003213	Invoice	8/18/2023	8/18/2023	9/1/2023	8/18/2023	1,583.97	0.00	0.00	0.00	1,583.97
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 9/1/2023		Bank Draft:		DFT0002515
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,583.97	0.00	0.00	0.00		1,583.97
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,583.97	0%				
INV0003218	Invoice	8/18/2023	8/18/2023	9/1/2023	8/18/2023	17,482.32	0.00	0.00	0.00	17,482.32
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 9/1/2023		Bank Draft:		DFT0002520
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	17,482.32	0.00	0.00	0.00		17,482.32
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				17,482.32	0%				
INV0003219	Invoice	8/18/2023	8/18/2023	9/1/2023	8/18/2023	963.78	0.00	0.00	0.00	963.78
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 9/1/2023		Bank Draft:		DFT0002521
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
EBS ADMIN COST	Service		0.00	0.00	963.78	0.00	0.00	0.00		963.78
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				963.78	0%				
INV0003221	Invoice	8/18/2023	8/18/2023	9/1/2023	8/18/2023	1,272.44	0.00	0.00	0.00	1,272.44
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 9/1/2023		Bank Draft:		DFT0002523
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,272.44	0.00	0.00	0.00		1,272.44
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				1,272.44	0%				
INV0003222	Invoice	8/18/2023	8/18/2023	9/1/2023	8/18/2023	2,530.00	0.00	0.00	0.00	2,530.00
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 9/1/2023		Bank Draft:		DFT0002524

Payable Register

Packet: APPKT00810 - PYPKT00468 - 07/31-08/13/2023 PAID 08/17/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
SELF FUNDED DEDUCTABLE INSURANCE	Service		0.00	0.00	2,530.00	0.00	0.00	0.00		2,530.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDIN				2,530.00	0%				
INV0003223	Invoice	8/18/2023	8/18/2023	9/1/2023	8/18/2023	192.84	0.00	0.00	0.00	192.84
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 9/1/2023		Bank Draft:		DFT0002525
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
VISION AVISES	Service		0.00	0.00	192.84	0.00	0.00	0.00		192.84
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2132	VISION WITHHOLDING				192.84	0%				

Vendor: [0238 - IOWA WORKFORCE DEVELOPMENT](#)**Vendor Total: 34.64**

INV0003228	Invoice	9/29/2023	9/29/2023	9/29/2023	9/29/2023	34.64	0.00	0.00	0.00	34.64
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 9/29/2023			Bank Draft:		DFT0002530
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Unemployment Insurance	NA		0.00	0.00	34.64	0.00	0.00	0.00		34.64
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2122	STATE WITHHOLDING				34.64	100.00%				

Vendor: [0239 - IPERS](#)**Vendor Total: 16,517.85**

INV0003220	Invoice	8/18/2023	8/18/2023	8/31/2023	8/18/2023	609.01	0.00	0.00	0.00	609.01
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 8/31/2023		Bank Draft:	DFT0002522	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	609.01	0.00	0.00	0.00	609.01	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				609.01	0%				
INV0003224	Invoice	8/18/2023	8/18/2023	8/31/2023	8/18/2023	15,908.84	0.00	0.00	0.00	15,908.84
Payroll Contribution	AP Bank Code - AP Bank				No	Payment Date: 8/31/2023		Bank Draft:	DFT0002526	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	4,328.41	0.00	0.00	0.00	4,328.41	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				4,328.41	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	11,580.43	0.00	0.00	0.00	11,580.43	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				11,580.43	0%				

Vendor: [1512 - IRS USATAXPYMT](#)**Vendor Total: 24,275.97**

INV0003227	Invoice	8/18/2023	8/18/2023	8/18/2023	8/18/2023	24,275.97	0.00	0.00	0.00	24,275.97
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 8/18/2023		Bank Draft:	DFT0002529	

Payable Register

Packet: APPKT00810 - PYPKT00468 - 07/31-08/13/2023 PAID 08/17/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Social Security Withholding	NA		0.00	0.00	12,810.74	0.00	0.00	0.00	12,810.74	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				12,810.74	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding	NA		0.00	0.00	2,996.04	0.00	0.00	0.00	2,996.04	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				2,996.04	0%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld	NA		0.00	0.00	8,469.19	0.00	0.00	0.00	8,469.19	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
741-050-2120	FEDERAL WITHHOLDING				277.43	0%				
110-050-2120	FEDERAL WITHHOLDING				776.83	0%				
670-050-2120	FEDERAL WITHHOLDING				15.00	0%				
600-050-2120	FEDERAL WITHHOLDING				810.31	0%				
610-050-2120	FEDERAL WITHHOLDING				744.96	0%				
001-050-2120	FEDERAL WITHHOLDING				5,844.66	0%				

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

Vendor Total: 2,303.38

INV0003214	Invoice	8/18/2023	8/18/2023	8/18/2023	8/18/2023	2,256.22	0.00	0.00	0.00	2,256.22
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 8/18/2023		Bank Draft:	DFT0002516	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	NA		0.00	0.00	2,256.22	0.00	0.00	0.00	2,256.22	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
820-050-2131	SELF-FUNDED WITHHOLDING				2,256.22	0%				

INV0003215	Invoice	8/18/2023	8/18/2023	9/6/2023	8/18/2023	47.16	0.00	0.00	0.00	47.16
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 9/6/2023		Bank Draft:	DFT0002517	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FLEX SPENDING ADMINISTRATION FEE	Service		0.00	0.00	47.16	0.00	0.00	0.00	47.16	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
820-050-2131	SELF-FUNDED WITHHOLDING				47.16	0%				

Vendor: [1274 - MISSION SQUARE](#)

Vendor Total: 2,213.41

INV0003216	Invoice	8/18/2023	8/18/2023	8/31/2023	8/18/2023	1,825.00	0.00	0.00	0.00	1,825.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 8/31/2023		Bank Draft:	DFT0002518	

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction	NA		0.00	0.00	1,825.00	0.00	0.00	0.00	1,825.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2130	ICMA-RC				1,825.00	0%				

INV0003217	Invoice	8/18/2023	8/18/2023	8/31/2023	8/18/2023	388.41	0.00	0.00	0.00	388.41
DEFERRED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 8/31/2023		Bank Draft:	DFT0002519	

Payable Register

Packet: APPKT00810 - PYPKT00468 - 07/31-08/13/2023 PAID 08/17/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
DEFERRED COMPENSATION	Service		0.00	0.00	388.41	0.00	0.00	0.00	388.41	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-050-2130	ICMA-RC				388.41	0%				

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

Vendor Total: 3,678.86

INV0003226	Invoice	8/18/2023	8/18/2023	8/31/2023	8/18/2023	3,678.86	0.00	0.00	0.00	3,678.86
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 8/31/2023		Bank Draft:	DFT0002528	

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding	NA	0.00	0.00	3,678.86	0.00	0.00	0.00	3,678.86
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
741-050-2122	STATE WITHHOLDING			132.27	0%			
110-050-2122	STATE WITHHOLDING			347.96	0%			
670-050-2122	STATE WITHHOLDING			13.76	0%			
610-050-2122	STATE WITHHOLDING			327.22	0%			
600-050-2122	STATE WITHHOLDING			356.58	0%			
001-050-2122	STATE WITHHOLDING			2,501.07	0%			

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	73,140.84	0.00	0.00	0.00	73,140.84	73,140.84	0.00
Grand Total:		73,140.84	0.00	0.00	0.00	73,140.84	73,140.84	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	5,844.66
001-050-2122	STATE WITHHOLDING	2,501.07
001-050-2127	CHILD SUPPORT WITHHOLDING	4.58
001-050-2130	ICMA-RC	2,213.41
Total:		10,563.72

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	776.83
110-050-2122	STATE WITHHOLDING	347.96
110-050-2127	CHILD SUPPORT WITHHOLDING	41.13
Total:		1,165.92

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	15,806.78
112-050-2122	STATE WITHHOLDING	34.64
112-050-2123	IPERS WITHHOLDING	16,517.85
112-050-2124	HEALTH INSURANCE WITHHOLDING	22,248.54
112-050-2125	DENTAL INSURANCE	1,583.97
112-050-2132	VISION WITHHOLDING	192.84
Total:		56,384.62

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	810.31
600-050-2122	STATE WITHHOLDING	356.58
600-050-2127	CHILD SUPPORT WITHHOLDING	18.26
Total:		1,185.15

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	744.96
610-050-2122	STATE WITHHOLDING	327.22
610-050-2127	CHILD SUPPORT WITHHOLDING	18.26
Total:		1,090.44

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	15.00
670-050-2122	STATE WITHHOLDING	13.76
Total:		28.76

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	277.43
741-050-2122	STATE WITHHOLDING	132.27
741-050-2127	CHILD SUPPORT WITHHOLDING	9.15
Total:		418.85

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,303.38
Total:		2,303.38



Check Register

Packet: APPKT00804 - 8/7/23 FOR MEETING ON 8/21/23

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	08/08/2023	Regular	0.00	1,660.07	62414
0048	BAKER & TAYLOR	08/08/2023	Regular	0.00	2,155.39	62415
2727	BATTERIES PLUS BULBS	08/08/2023	Regular	0.00	349.00	62416
1537	BOUND TREE MEDICAL LLC	08/08/2023	Regular	0.00	471.76	62417
2510	CENTRAL IOWA MECHANICAL	08/08/2023	Regular	0.00	517.00	62418
2751	CHAMPAGNE MOMMY	08/08/2023	Regular	0.00	300.00	62419
0097	CITY OF DES MOINES	08/08/2023	Regular	0.00	75,065.00	62420
1835	COLIBRI SYSTEM	08/08/2023	Regular	0.00	607.72	62421
1994	CONVERGINT TECHNOLOGIES LLC	08/08/2023	Regular	0.00	440.00	62422
2274	CRAIG MARSHMAN	08/08/2023	Regular	0.00	171.97	62423
2627	DES MOINES BREAKERZ	08/08/2023	Regular	0.00	604.80	62424
0145	DIAM PEST CONTROL	08/08/2023	Regular	0.00	300.00	62425
2525	DINGES FIRE COMPANY	08/08/2023	Regular	0.00	1,600.00	62426
0144	DES MOINES WATER WORKS	08/08/2023	Regular	0.00	90.00	62427
2749	DR LAURA MOONEY	08/08/2023	Regular	0.00	500.00	62428
2246	ETECH	08/08/2023	Regular	0.00	2,990.84	62429
	Void	08/08/2023	Regular	0.00	0.00	62430
	Void	08/08/2023	Regular	0.00	0.00	62431
	Void	08/08/2023	Regular	0.00	0.00	62432
0459	GALLS LLC	08/08/2023	Regular	0.00	139.40	62433
2100	MIDWEST TAPE	08/08/2023	Regular	0.00	682.85	62434
0877	IOWA LIBRARY ASSOCIATION	08/08/2023	Regular	0.00	225.00	62435
0230	IOWA ONE CALL	08/08/2023	Regular	0.00	230.00	62436
2534	ICON WATER TRAILS	08/08/2023	Regular	0.00	7,735.00	62437
0224	IOWA DEPT OF TRANSPORTATION	08/08/2023	Regular	0.00	402.12	62438
2091	IEDA FOUNDATION	08/08/2023	Regular	0.00	150.00	62439
2223	IMAGE 360	08/08/2023	Regular	0.00	255.95	62440
0210	IMWCA	08/08/2023	Regular	0.00	10,613.00	62441
	Void	08/08/2023	Regular	0.00	0.00	62442
2233	JENE JESS	08/08/2023	Regular	0.00	873.33	62443
1340	KONICA MINOLTA	08/08/2023	Regular	0.00	548.59	62444
2642	KONICA MINOLTA BUSINESS SOLUTI	08/08/2023	Regular	0.00	1,810.80	62445
2642	KONICA MINOLTA BUSINESS SOLUTI	08/08/2023	Regular	0.00	288.95	62446
2619	KONICA MINOLTA PREMIER FINANC	08/08/2023	Regular	0.00	243.89	62447
1659	LIBRARY IDEAS	08/08/2023	Regular	0.00	325.00	62448
0842	MENARDS	08/08/2023	Regular	0.00	39.84	62449
2409	MERCY NORTH PHARMACY	08/08/2023	Regular	0.00	28.24	62450
0286	METRO WASTE AUTHORITY	08/08/2023	Regular	0.00	28,965.73	62451
2192	OMNI EMS	08/08/2023	Regular	0.00	1,338.90	62452
1457	O'REILLY AUTO PARTS	08/08/2023	Regular	0.00	79.66	62453
1858	OVERDRIVE INC	08/08/2023	Regular	0.00	1,846.65	62454
1134	PETTY CASH	08/08/2023	Regular	0.00	148.38	62455
0354	PFM FINANCIAL ADVISORS LLC	08/08/2023	Regular	0.00	2,000.00	62456
0342	POLK COUNTY PUBLIC WORKS	08/08/2023	Regular	0.00	3,300.00	62457
0337	POLK COUNTY TREASURER	08/08/2023	Regular	0.00	70,272.25	62458
1628	QUICK SUPPLY CO.	08/08/2023	Regular	0.00	231.00	62459
0619	RACOM CORPORATION	08/08/2023	Regular	0.00	16,395.48	62460
1666	SANDRY FIRE SUPPLY LLC	08/08/2023	Regular	0.00	300.00	62461
2154	SANDSTONE MANAGEMENT LTD	08/08/2023	Regular	0.00	279,438.47	62462
1504	SHIVE-HATTERY INC	08/08/2023	Regular	0.00	69,775.00	62463
0564	STOREY KENWORTHY/MATT PARRO	08/08/2023	Regular	0.00	156.16	62464
1534	STRATUS BUILDNG SOLUTIONS IOW	08/08/2023	Regular	0.00	1,801.56	62465
2406	UNIQUE	08/08/2023	Regular	0.00	23.30	62466
2239	UPHDM OCCUPATIONAL MEDICINE	08/08/2023	Regular	0.00	47.50	62467

Check Register
Packet: APPKT00804-8/7/23 FOR MEETING ON 8/21/23

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0525	US CELLULAR	08/08/2023	Regular	0.00	347.92	62468
1161	VEENSTRA & KIMM, INC.	08/08/2023	Regular	0.00	142,896.60	62469
	Void	08/08/2023	Regular	0.00	0.00	62470
2595	VENDNOVATION, LLC	08/08/2023	Regular	0.00	50.00	62471
1679	VISION ELECTRIC LLC	08/08/2023	Regular	0.00	674.22	62472
0433	WILLIAMSON'S REPAIR	08/08/2023	Regular	0.00	1,240.81	62473
0144	DES MOINES WATER WORKS	08/21/2023	Bank Draft	0.00	27,427.31	DFT0002483
0144	DES MOINES WATER WORKS	08/21/2023	Bank Draft	0.00	22.00	DFT0002500
0144	DES MOINES WATER WORKS	07/26/2023	Bank Draft	0.00	55,441.64	DFT0002501
0416	POSTMASTER	08/02/2023	Bank Draft	0.00	596.30	DFT0002502
0144	DES MOINES WATER WORKS	08/21/2023	Bank Draft	0.00	54,284.15	DFT0002503
0387	TREASURER - STATE OF IOWA	08/03/2023	Bank Draft	0.00	11,626.12	DFT0002504
0387	TREASURER - STATE OF IOWA	08/03/2023	Bank Draft	0.00	2,019.46	DFT0002505
1069	FIRST NATIONAL BANK OMAHA	08/03/2023	Bank Draft	0.00	1,451.13	DFT0002506
1069	FIRST NATIONAL BANK OMAHA	08/08/2023	Bank Draft	0.00	2,156.78	DFT0002507
2433	WEX BANK	08/07/2023	Bank Draft	0.00	3,437.04	DFT0002508
2433	WEX BANK	08/07/2023	Bank Draft	0.00	-12.52	DFT0002509

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	90	55	0.00	733,745.10
Manual Checks	0	0	0.00	0.00
Voided Checks	0	5	0.00	0.00
Bank Drafts	11	11	0.00	158,449.41
EFT's	0	0	0.00	0.00
	101	71	0.00	892,194.51

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2023	55,441.64
999	POOLED CASH	8/2023	836,777.91
			892,219.55



Check Register

Packet: APPKT00808 - test

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2748	GOVERNMENTJOBS.COM, INC.	08/09/2023	Regular	0.00	15,748.00	62474
	Void	08/09/2023	Regular	0.00	0.00	62475

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	15,748.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	2	0.00	15,748.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2023	15,748.00
			<u>15,748.00</u>



Check Register

Packet: APPKT00809 - 8/11/23 FOR MEETING ON 8/21/23

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	08/11/2023	Regular	0.00	62.47	62476
2030	ALLEGRA	08/11/2023	Regular	0.00	66.31	62477
2687	AT&T MOBILITY	08/11/2023	Regular	0.00	1,080.01	62478
2508	CARTEGRAPH SYSTEMS LLC	08/11/2023	Regular	0.00	9,002.75	62479
1228	CINTAS CORPORATION #762	08/11/2023	Regular	0.00	106.77	62480
2484	D.R. HORTON	08/11/2023	Regular	0.00	330.00	62481
0998	EMERGENCY APPARATUS MAINTEN.	08/11/2023	Regular	0.00	2,730.16	62482
	Void	08/11/2023	Regular	0.00	0.00	62483
0459	GALLS LLC	08/11/2023	Regular	0.00	299.46	62484
2440	HSI EMERGENCY CARE SOLUTIONS,	08/11/2023	Regular	0.00	206.50	62485
0251	MICROBAC LABORATORIES, INC	08/11/2023	Regular	0.00	60.00	62486
0842	MENARDS	08/11/2023	Regular	0.00	166.94	62487
2409	MERCY NORTH PHARMACY	08/11/2023	Regular	0.00	134.97	62488
0308	MUNICIPAL SUPPLY, INC.	08/11/2023	Regular	0.00	12,400.00	62489
1457	O'REILLY AUTO PARTS	08/11/2023	Regular	0.00	9.56	62490
0342	POLK COUNTY PUBLIC WORKS	08/11/2023	Regular	0.00	489.00	62491
1628	QUICK SUPPLY CO.	08/11/2023	Regular	0.00	883.80	62492
1504	SHIVE-HATTERY INC	08/11/2023	Regular	0.00	3,845.00	62493
0646	STATE LIBRARY OF IOWA	08/11/2023	Regular	0.00	20.00	62494
2222	SURVEYING AND MAPPING, LLC	08/11/2023	Regular	0.00	150.00	62495
1421	THRASHER SERVICE CORP	08/11/2023	Regular	0.00	2,125.04	62496
1622	VAN WALL EQUIPMENT INC	08/11/2023	Regular	0.00	213.39	62497

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	33	21	0.00	34,382.13
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	33	22	0.00	34,382.13

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2023	34,382.13
			<u>34,382.13</u>



Payroll Check Register

Checks

Pay Period: 7/31/2023-8/13/2023

Packet: PYPKT00468 - 07/31-08/13/2023 PAID 08/17/2023

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: PYPKT00468 - 07/31-08/13/2023 PAID 08/17/2023
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAILEY, BOYCE E	7104	08/18/2023	1,333.48	104050
BERGESON, JOHN W	7121	08/18/2023	1,964.35	104051
BRIGGS, ASHTON S	1511	08/18/2023	822.53	104052
BRUCE, EMMA	3141	08/18/2023	864.45	104053
CARPENTER, JOHN C	5129	08/18/2023	1,610.77	104054
CHAPA, DAISY Y	1584	08/18/2023	937.09	104055
COLLISON, PATRICK F	5103	08/18/2023	2,286.11	104056
CORY, JOHN P	7120	08/18/2023	1,599.19	104057
CRITTENDEN, MATTHEW	1567	08/18/2023	925.16	104058
DOMINGUEZ, MATTHEW P	1513	08/18/2023	932.96	104059
EHLE, AANNA N	1575	08/18/2023	1,831.28	104060
GILSON, DUSTY ALAN	7124	08/18/2023	1,514.27	104061
HAGAN, SHELBY L	5118	08/18/2023	2,555.41	104062
HARMISON, TROY G	1503	08/18/2023	1,749.64	104063
HIGGINS, DAVID P.	7105	08/18/2023	1,456.95	104064
HILL, EVAN L	7126	08/18/2023	1,027.92	104065
HORTON, JOHN C	7112	08/18/2023	100.00	104066
HORTON, JOHN C	7112	08/18/2023	3,412.80	104066
HUDECEK, JAYSON JOSEPH	1579	08/18/2023	1,024.69	104067
HUFF, TIMOTHY J	1559	08/18/2023	1,808.24	104068
JESS, JENE' N	5123	08/18/2023	3,454.55	104069
JOHNSON, ANNASTASHA	5130	08/18/2023	1,387.05	104070
KENT, RONALD D	7115	08/18/2023	891.91	104071
KING, CHRISTINA M	3143	08/18/2023	648.43	104072
KLINKER-FELD, MICHELL M	3135	08/18/2023	2,426.68	104073
KREUDER, AARON M	1441	08/18/2023	3,588.45	104074
KRUSE, OSCAR	1586	08/18/2023	742.55	104075
LUING, TIFFANY A	5133	08/18/2023	1,888.04	104076
MANGUM, MEGAN SUSANNA	3142	08/18/2023	1,566.03	104077
MARSHMAN, CRAIG A	5125	08/18/2023	1,634.26	104078
MILLER, BRODY E	1582	08/18/2023	1,294.72	104079
MORRIS, REBECCA L	1504	08/18/2023	2,311.40	104080
MURRAY, MARGARET	5126	08/18/2023	2,883.34	104081
OLIVER, MARKETA S	8403	08/18/2023	3,569.54	104082
OLIVER, MARKETA S	8403	08/18/2023	300.00	104082
PEZLEY, ISAAC J	5132	08/18/2023	2,264.42	104083
PHIPPS-BUCKLIN, CHANTEL E	4145	08/18/2023	685.19	104084
REYNOLDS, RAY A	1537	08/18/2023	869.54	104085
SANDERS, JILL C	3128	08/18/2023	3,152.53	104086
SCHINCKE, MEGAN	3137	08/18/2023	458.49	104087
SCHINCKE, MEGAN	3137	08/18/2023	125.00	104087
SCHINCKE, MEGAN	3137	08/18/2023	1,069.82	104087
SEXTON, WILLIAM M	7125	08/18/2023	952.46	104088
SEXTON, WILLIAM M	7125	08/18/2023	400.00	104088
SHARP, COLE P	1581	08/18/2023	583.64	104089
SPOERRY, DANIELLE M	1527	08/18/2023	1,397.91	104090
SUMMERS, ALAN C	1534	08/18/2023	1,898.71	104091
VAN HOUTEN, NICOLE M	5121	08/18/2023	1,582.09	104092



Payroll Check Register

Report Summary

Packet: PYPKT00468 - 07/31-08/13/2023 PAID 08/17/2023
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	48	73,784.04
Total	48	73,784.04



Refund Check Register

Refund Check Detail

UBPKT04206 - Refunds 01 UBPKT04204 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-01312-03	BOYD, JOSEPH	8/3/2023	62398	89.57			89.57	Generated From Billing
01-02371-10	MILLEDGE, BONNIE	8/3/2023	62399	129.44			129.44	Generated From Billing
01-02453-05	LARSCHEID, JOE G	8/3/2023	62400	108.39			108.39	Generated From Billing
01-03169-05	DEBLIECK, ELLIOT	8/3/2023	62401	104.33			104.33	Generated From Billing
01-03615-01	REIL, CHRISTOPHER	8/3/2023	62402	112.46			112.46	Generated From Billing
01-03617-01	BENSON, EMILY	8/3/2023	62403	98.23			98.23	Generated From Billing
01-05030-03	HAMMILL, ROSEMARIE	8/3/2023	62404	115.93			115.93	Generated From Billing
01-05070-01	SUTHERLAND, ADAM	8/3/2023	62405	122.85			122.85	Generated From Billing
02-01129-02	ADAMS, MIKE	8/3/2023	62406	71.99			71.99	Generated From Billing
04-03457-04	HALL, CONNOR T	8/3/2023	62407	121.99			121.99	Generated From Billing
06-02379-04	GEORGE HARDCASTLE	8/3/2023	62408	64.98			64.98	Generated From Billing
08-03376-02	WRIGHT, JOSEPH E	8/3/2023	62409	137.00			137.00	Generated From Billing
11-03059-04	MARGARET BUTLER	8/3/2023	62410	5.01			5.01	Generated From Billing
16-01442-02	ROEDER, SUNNY	8/3/2023	62411	119.38			119.38	Generated From Billing
16-01472-02	MCCOMBER, MITCHEL	8/3/2023	62412	117.66			117.66	Generated From Billing
16-01912-00	HAPPE HOMES	8/3/2023	62413	39.28			39.28	Generated From Billing
Total Refunds: 16			Total Refunded Amount:	1,558.49				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1558.49
Revenue Total:	1558.49

General Ledger Distribution

Posting Date: 08/01/2023

Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER			
600-000-1101	CLAIM ON POOLED CASH	-1,558.49	Yes
600-050-2141	APPLIED CREDITS	1,558.49	
600 Total:		0.00	
Fund: 999 - POOLED CASH			
999-000-1100	POOLED CASH	-1,558.49	

General Ledger Distribution

Posting Date: 08/01/2023

Account Number	Account Name	Posting Amount	IFT
999-050-2300	DUE TO OTHER FUNDS	1,558.49	Yes
999 Total:		0.00	
Distribution Total:		0.00	



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

Item No. 6.d.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution approving Memorandum of Understanding between the Iowa Department of Revenue and the City of Bondurant regarding the State Setoff Program

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: Attached is an agreement with the Iowa Department of Revenue. This is an updated agreement to participate in the income offset program. The City uses this program to recover monies owed the City, such as delinquent utility bills or ambulance bills. The attached resolution authorizes the Finance and Employee Services Director to execute the agreement.

FUNDING SOURCE: NA - this is a collection tool for monies owed the City

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-158
2. State Offset MOU updated

CITY OF BONDURANT
RESOLUTION NO. 230821-158

APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA
DEPARTMENT OF REVENUE AND THE CITY OF BONDURANT REGARDING THE
STATE SETOFF PROGRAM

WHEREAS, the City of Bondurant currently uses the State income offset program to collect monies owed the city, such as those from outstanding utility or ambulance bills, AND

WHEREAS, the attached agreement provides updated terms to the program, AND

WHEREAS the initial term of the agreement is three years with the option to extend the agreement for three additional one-year terms.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF BONDURANT CITY COUNCIL, that the Finance and Employee Services Director is authorized to execute the agreement with the Iowa Department of Revenue.

BE IT FURTHER RESOLVED THAT PRAIRIE LANDSCAPES OF IOWA, LLC, agrees that the costs listed in this agreement are reasonable and that Prairie Landscapes of Iowa will make its best effort to complete site maintenance work within the fiscal limits set out in this Resolution.

Passed and approved this 21st day of August 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				

**MEMORANDUM OF UNDERSTANDING BETWEEN THE IOWA DEPARTMENT OF
REVENUE AND City of Bondurant REGARDING STATE SETOFF PROGRAM**

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this memorandum of understanding (“Agreement”) is to define the terms and conditions of [City of Bondurant] (“Participating Agency”)’s participation in the State Setoff Program (“Program”), as administered by the Iowa Department of Revenue (“IDR”). Participating Agency and IDR may individually be referred to as a “Party”, or collectively as “Parties”.

**ARTICLE II
DEFINITIONS & AUTHORITY**

2.1 Definitions.

- 2.1.1 “Credit Vendor” means an agency or entity who submits funds to the Program.
- 2.1.2 “Data” means any information in the possession of or owned by the Participating Agency or IDR that is shared with the other Party under this Agreement.
- 2.1.2.1 Data may include personal information as defined by Iowa Code section 715C.1(11).
- 2.1.2.2 IDR shall at no time share federal tax information pursuant to this Agreement. IDR shall only share state tax information as allowed by law.
- 2.1.3 “Debt” means any amount, as measured in money, owed to a Public Agency.
- 2.1.4 “Debt Portal” means the online system through which the Participating Agency will administer its Debt.
- 2.1.5 “Debt Type” means a category of Debt that has become due, owing, and payable under statute, administrative rule, or other lawful means.
- 2.1.6 “Obligor” means as defined in Iowa Code 421.65(1)(a).
- 2.1.7 “Obligor Directory Information” means the Obligor’s Name, Address, Phone Number, and Email Address.
- 2.1.8 “Obligor Information” means any information regarding the Obligor required by IDR, including “Obligor Directory Information”.
- 2.1.9 “Participating Agency” means a Public Agency or the Iowa Judicial Branch (“IJB”), that has entered into an agreement with IDR to participate in the State Setoff Program.
- 2.1.10 “Public Agency” means as defined in Iowa Code 421.65(1)(b).
- 2.1.11 “Public Payment” means as defined in Iowa Code section 421.65(1)(c).
- 2.1.12 “Qualifying Debt” means as defined in Iowa Code section 421.65(1)(d).
- 2.1.13 “Setoff Fee”, as outlined in Section 3.4.4, means the amount paid by the Participating Agency per setoff to IDR for participation in the State Setoff Program.
- 2.1.14 “State Setoff Program” or the “Program” means the program established by Iowa Code section 421.65 to set off against each Public Payment any Qualifying Debt the Obligor owes to a Participating Agency.
- 2.1.15 All monetary amounts referenced in this Agreement and throughout the State Setoff Program shall be in United States Dollars.
- 2.1.16 Unless otherwise specified, references to IDR and Participating Agency shall include their officers, employees, agents, and contractors. FAST Enterprises, LLC (Fast) is a contractor of IDR. Participating Agency authorizes Fast access to Participating Agency Data subject to this Agreement.
- 2.1.17 All statutes and administrative rules shall be construed as may be enacted or amended at any time during the term of this Agreement. In any circumstance where this Agreement conflicts with statute or administrative rule, all Parties shall abide by the statute or administrative rule.

- 2.2 **Legal Authority.** This Agreement is entered into pursuant to the authority in Iowa Code section 421.65 and Iowa Administrative Code chapter 701-26.

ARTICLE III PROGRAM PARAMETERS

3.1 Program Admission.

- 3.1.1 The Public Agency or IJB wishing to participate in the Program must complete and submit the application as designated by IDR. All required fields must be reported.
- 3.1.2 This Agreement meets the requirement for a memorandum of understanding as outlined in Iowa Administrative Code rule 701-26.3.
- 3.1.3 Contact Persons.
 - 3.1.3.1 The Participating Agency must provide a contact person for operational questions and backup contact person for when the contact person is unavailable. Operational questions constitute questions originating from IDR regarding the processing of setoffs.
 - 3.1.3.2 The Participating Agency must provide a contact person for Obligor questions and backup contact person for when the contact person is unavailable. Obligor questions constitute questions originating from the Obligor regarding the Obligor's Debt or the amount setoff.
 - 3.1.3.3 The Participating Agency must provide the name, title, phone number, and email address of each contact person.
 - 3.1.3.4 The Participating Agency must update and confirm all contact persons and all contact information no less than annually and upon request.
 - 3.1.3.5 All contact persons must ensure that calls and correspondence are handled in a timely manner.
 - 3.1.3.6 Contact person contact information may be updated without a formal amendment to this Agreement by providing written notice to IDR in the manner designated by IDR.

3.2 Prior to Submission of Debt.

- 3.2.1 Participating Agency shall keep a record of all communication with the Obligor until the Debt has been paid in full and the setoff appeal period has expired, or has been removed from the Program.
- 3.2.2 Participating Agency shall provide Obligor with an opportunity to protest or challenge the Debt, in compliance with applicable law and due process.
- 3.2.3 Steps outlined in Sections 3.2.1 and 3.2.2 above must be completed for each Debt prior to that Debt's submission to the Program.
- 3.2.4 Participating Agency's correspondence to Obligor shall include the Participating Agency's obligor contact information. The correspondence shall not include IDR or the Program's operational contact information.
- 3.2.5 Prior to submitting a Debt Type to the Program, a Participating Agency shall provide the Department with a description of the Debt Type(s) and other details regarding each Debt Type as required by the Department. This description(s) shall be submitted with the MOU and any other time a Participating Agency wants to submit a new Debt Type.

3.3 Submission of Debt.

- 3.3.1 All Data required to submit, certify, and maintain debt must be submitted electronically via a process designated by IDR. Submissions must comply with the file layout in Appendix B. IDR may update Appendix B without a formal amendment to this Agreement by providing written notice to the Participating Agency.
- 3.3.2 Participating Agency shall remain the system of record for Debt submitted to the Program.
- 3.3.3 **Character of Debt.**
 - 3.3.3.1 The Debt must be Qualifying Debt.

- 3.3.3.2 The Debt must be legally collectible and within any applicable statute of limitations.
- 3.3.3.3 The debts must meet the minimum amount requirement, as set by Iowa Administrative Code rule 701-26.1.
- 3.3.3.4 Obligor Information must include: Name (if individual, First and Last Name), tax identification number, and any other information requested by IDR.
- 3.3.4 Participating Agency must certify all Debt in accordance with Iowa Code section 421.65(2)(a)-(b).
- 3.3.5 All Debt is subject to a recertification process. The recertification process may include, but is not limited to, requiring the Participating Agency to certify that all information is correct and that the Debt is still Qualified Debt. The recertification process will be performed regularly, at the agreement of the Parties, but no less than annually.
- 3.3.6 Participating Agency shall notify the department of any change in the status of the public agency's individual debts submitted to the setoffs program. This notification shall be made no later than five business days of any change in the status of a submitted debt in the manner prescribed by the Department.
- 3.3.7 IDR may reject any Debt that, in IDR's sole judgment, is not feasible, not collectible, or not compliant with applicable law.
 - 3.3.7.1 IDR may reject any Debt if the tax identification number, or other information does not match IDR's record for the Obligor. This will only apply to Obligors of whom IDR has a record.
- 3.4 **Setoff Procedure.**
 - 3.4.1 Debt will be setoff upon a TIN match.
 - 3.4.2 The Debt Portal is intended to be available to the Participating Agency 24 hours a day, 7 days a week, with exceptions for Program maintenance. Participating Agency will be notified of any scheduled maintenance that will interfere with this availability. Unexpected interruptions in availability of the Debt Portal will be remedied by IDR as quickly as possible within IDR availability and priorities.
 - 3.4.3 **Order of Priority for Debt Setoff.** Debt shall be setoff in the order of priority defined in Iowa Code section 421.65(4) and Iowa Administrative Code rule 701-26.6. The priority determination will be made when the challenge letter is sent to the obligor. A public payment will not be applied to a qualifying debt that is not included on the challenge notice.
 - 3.4.3.1 The Participating Agency shall identify in Appendix C Debts submitted to the Program that will be deposited into the state general fund.
 - 3.4.4 **Setoff Fee.**
 - 3.4.4.1 The Participating Agency will be charged a Setoff Fee, as set forth in Iowa Administrative Code rule 701-26.10, each time a Public Payment is setoff and applied to the Participating Agency's Qualifying Debt. The Setoff Fee shall be retained as defined in section 3.6.7 herein.
 - 3.4.4.2 The Participating Agency shall not collect the Setoff Fee from the same setoff for which the Setoff Fee has been charged.
 - 3.4.4.3 IDR may change the Setoff Fee amount in IDR's sole discretion, upon 60 days' notice to the Participating Agency. Change to the Setoff Fee amount shall not require a formal amendment to this Agreement, nor consent of the Participating Agency.
 - 3.4.5 **Upon Setoff.**
 - 3.4.5.1 IDR will mail a letter to the Obligor at the best address available to IDR at the time of mailing. The letter will inform the Obligor that the Public Payment owed to the Obligor was setoff due to Debt owed to the Participating Agency.
 - 3.4.5.2 IDR will mail a letter to a known co-payee on any setoff of a Public Payment. The letter will include information regarding the opportunity for the co-payee to request a

division of the Public Payment. This letter and the letter contemplated in section 3.4.5.1. may be combined.

- 3.4.5.3 The Obligor will have 15 days from the date of the letter to challenge the setoff. Ground for such challenges will be limited to: (1) mistake of fact, including a mistake in the identity of the obligor or a mistake in the amount owed, and (2) Debt is not a Qualifying Debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment under Iowa Code section 421.65(2)(f).

3.5 Following Setoff

- 3.5.1 Amounts collected via a successful match will be forwarded periodically to the Participating Agency, reduced by the appropriate Setoff Fee.
- 3.5.2 Amounts collected will be posted to the balance due within the Program Debt Portal. If the amount of the debt is reduced as outlined in Iowa Administrative Code rule 701-26.2, the debt will be purged from the Program.
- 3.5.3 Amounts collected via a successful match will be forwarded to the Participating Agency via I/3 Internal Exchange Transaction (IET) or direct deposit. Transfer via check is not available.
- 3.5.4 If the application of a Public Payment to a Qualifying Debt results in an overpayment to the Participating Agency, and the Obligor does not challenge the setoff, the Participating Agency shall refund the overpayment to the Obligor and/or co-payee.
- 3.5.5 If, after the setoff is complete, it is determined that the person(s) whose Public Payment was setoff is not the Obligor, the Public Agency shall refund the setoff amount to the person(s) whose Public Payment was setoff.

3.6 Appeals, Challenges, and Requests to Divide Jointly or Commonly Owned Rights to Payment.

- 3.6.1 Challenges will be limited to: (1) mistake of fact, and (2) debt is not a qualifying debt. Additionally, IDR will accept and administer requests to divide a jointly or commonly owned right to payment. The Participating Agency is responsible for all appeals regarding the underlying debt.
- 3.6.2 If an appeal or challenge is filed, IDR shall notify the Participating Agency that a challenge has been received. The Participating Agency shall promptly provide IDR with all information requested by IDR or other information as deemed relevant by the Participating Agency for purposes of the challenge. The Participating Agency shall make every effort to provide such information to IDR prior to the hearing date. Information received by IDR more than 10 days after the challenge received date will not be considered by IDR.
- 3.6.3 Upon receipt of a challenge, IDR shall set a time to occur within ten days of receipt of the challenge to review the relevant facts of the challenge with the Obligor. An alternative time may be set at the request of the Obligor. Following the review, IDR shall determine whether the challenge is successful and communicate the result to the Participating Agency and the Obligor.
- 3.6.4 If a setoff is appealed or challenged by the Obligor, the Participating Agency shall hold the setoff amount until a final determination is made.
- 3.6.5 The Participating Agency must adhere to IDR's determination on a challenge or request for division of a jointly or commonly owned right to payment, and has no appeal opportunity.
- 3.6.6 Should the Obligor challenge IDR's determination or the Program in court (e.g. district court, etc.) Participating Agency shall be responsible for any defense, including costs. IDR may provide assistance upon request and at IDR's sole discretion.
- 3.6.7 IDR will retain the Setoff Fee, even if the challenge or request to divide a jointly or commonly owned right to payment is successful.

3.7 Refunds

- 3.7.1 In the event an appeal or divide is successful, or a request for divide is accepted, the Participating Agency is responsible for refunding the amount due to the Obligor or co-payee.
- 3.7.2 IDR may request the amount to be refunded to be returned to IDR, rather than refunded to the Obligor or co-payee, if another debt exists for the Obligor or co-payee in the Program. In

- such a case, the Participating Agency shall return the amount to IDR via I/3 Internal Exchange Transaction (IET) or Automated Clearing House (ACH) Debit.
- 3.7.3 If not notified to return the amount to IDR, the Participating Agency must issue the refund to the Obligor or co-payee within 30 days of notification of successful appeal or challenge, or the acceptance of a request for a divide by IDR.
- 3.7.4 The Participating Agency shall provide evidence that the refund was issued to IDR upon request.

ARTICLE IV CONFIDENTIALITY AND OWNERSHIP OF DATA

- 4.1 To the extent allowed by applicable law, the Participating Agency shall be considered the custodian of records related to the Debt and any Data submitted in relation to the Debt. Participating Agency shall respond to any open records request filed under chapter 22, regarding Participating Agency's Debt in the Program.
- 4.2 Obligor Information submitted to the Program is confidential and exempt from release under Iowa Code chapter 22. Iowa Code section 421.65(2)(a). Obligor Information is not confidential taxpayer information or return information under Iowa Code section 422.20 or 422.72.
- 4.3 IDR may use Obligor Information to support the Program generally. Obligor Information received from one participating agency or credit vendor may be used to assist the Program as it applies to any other participating agency or credit vendor.
- 4.4 Obligor Directory Information may be used to update IDR's tax information system, and will be used to benefit tax administration, non-tax debt collection, identification services, and the Program.
- 4.5 Notwithstanding Section 4.4 above, Obligor Information shall only be available to persons with a business reason to access the information.

ARTICLE V DURATION AND TERMINATION

- 5.1 **Duration.**
- 5.1.1 This Agreement shall be in force upon this document being fully signed (the "Effective Date").
- 5.1.2 The initial term of this Agreement shall be three (3) years from the Effective Date, unless terminated earlier. By mutual written agreement, the parties may annually extend the Agreement for up to three (3) additional one-year terms.
- 5.1.3 This Agreement memorializes all elements of this Agreement and supersedes any previous Agreement or negotiations related to this Agreement, whether oral or in writing. Amendments to the provisions of this Agreement may be made at any time only in writing and by the agreement and signature of all parties hereto.
- 5.2 **Termination.**
- 5.2.1 **Termination for Cause by IDR.** IDR may terminate this Agreement upon written notice of the Participating Agency's breach of any material term, condition, or provision of this Agreement, if such breach is not cured within the time period specified in IDR's notice of breach or any subsequent notice or correspondence delivered by IDR to Participating Agency, provided that cure is feasible. In addition, IDR may terminate this Agreement effective immediately without penalty or legal liability and without advance notice or opportunity to cure for any of the following reasons:
- 5.2.1.1 Participating Agency, directly or indirectly, furnished any statement, representation, warranty, or certification in connection with this Agreement that is false, deceptive, or materially incorrect or incomplete;
- 5.2.1.2 Participating Agency's or Participating Agency Contractor's officers, directors, employees, agents, subsidiaries, affiliates, contractors, or subcontractors has

committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

5.2.1.3 Dissolution of Participating Agency or any parent or affiliate of Participating Agency owning a controlling interest in Participating Agency;

5.2.1.4 IDR determines or believes Participating Agency has engaged in conduct that has or may expose IDR to material liability;

5.2.1.5 Participating Agency submits Debt that is not legally collectable, is unresponsive to IDR requests, or otherwise not compliant with this Agreement.

The right to terminate this Agreement pursuant to this section shall be in addition to and not exclusive of other remedies available to IDR and, notwithstanding any termination, IDR shall be entitled to exercise any other rights and pursue any remedies available under this Agreement, in law, at equity, or otherwise. Participating Agency shall notify IDR in writing if any of the foregoing events occur that would authorize IDR to immediately terminate this Agreement.

5.2.2 Termination for Convenience.

5.2.2.1 Following sixty days written notice, the Participating Agency may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to Participating Agency. Termination for convenience may be for any reason or no reason at all.

5.2.2.2 Following written notice, IDR may terminate this Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation or liability to IDR. IDR may further remove all or any portion of Participating Agency's debt from the State Setoff Program for any or no reason upon written notice. Termination for convenience may be for any reason or no reason at all.

5.2.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, either party shall, upon written notice, have the right to terminate this Agreement, in whole or in part, without penalty or liability and without any advance notice as a result of any of the following:

5.2.3.1 The legislature, governor, or other applicable governing body fail, in the sole opinion of the terminating party, to appropriate funds sufficient to allow the terminating party to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement;

5.2.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by either party to make any payment hereunder are insufficient or unavailable for any other reason as determined by the terminating party in its sole discretion;

5.2.3.3 If the terminating party's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;

5.2.3.4 If the terminating party's duties, programs, or responsibilities are modified or materially altered; or

5.2.3.5 If there is a decision of any court, administrative law judge, or arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the terminating party's ability to fulfill any of its obligations under this Agreement.

ARTICLE IV ADMINISTRATION

6.1 This Agreement does not create a separate legal or administrative entity. Any real, personal, or intellectual property used in this cooperative undertaking shall be acquired, held, and disposed of by the Party which originally obtains, purchases, or develops the property.

- 6.2 During the Agreement period, the agreement managers shall be contacted on all interpretations and problems relating to the Agreement and shall follow the issues through to their resolution. The agreement managers shall also monitor performance under the Agreement. The Participating Agency agreement manager is identified in Appendix A. The IDR agreement manager is Susan Khamtanh, Procurement Officer, 515-281-5694, susan.khamtanh@iowa.gov. Agreement manager contact information may be updated without a formal amendment to this Agreement by providing written notice to the other Party.
- 6.3 Each Party represents and warrants that it has full authority to enter into this Agreement and that it has not granted and will not grant any right or interest granted to the other party under this Agreement to any person or entity.
- 6.4 **Additional Provisions.** The Parties agree that if an Appendix, Attachment, Addendum, Rider, or Exhibit is attached hereto by the Parties, and referred to herein, then the same shall be deemed incorporated herein by reference.
- 6.5 **Further Assurances and Corrective Instruments.** The Parties agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement. Participating Agency understands that agreement to amendments may be required to continue participation in the Program. Failure to agree to amendments proposed by IDR may result in the termination of this Agreement and the removal of the Participating Agency's debt from the Program.
- 6.6 **No Actions or Damages.** The Parties agree that neither party may file claims or seek damages under this Agreement.
- 6.7 **Compliance with Iowa Code Chapter 8F.** Participating Agency and IDR shall comply with Iowa Code Chapter 8F with respect to any sub-agreements or contracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certificates, received from contractors by Participating Agency or IDR shall be made available upon request of the other Party.
- 6.8 **Immunity from Liability.** Notwithstanding any provision of this Agreement, nothing in this Agreement shall be construed as waiving any immunity from suit or liability in state or federal court or any other tribunal, including but not limited to sovereign immunity, Eleventh Amendment immunity, or any other immunity from suits or damages, possessed by the Parties or any officer, employee, director, attorney, auditor, contractor, or associate of the Parties.
- 6.9 **Supersedes Former Contracts or Agreements.** This Agreement supersedes all prior Contracts or Agreements between Participating Agency and IDR for the services provided in connection with this Agreement.

Iowa Department of Revenue	
Signature	Date
Name:	
Title:	

<u>City of Bondurant</u>](“Participating Agency”)
Name: Jené Jess
Title: Finance & Employee Service Director

Appendix A

Participating is required to provide contact information for the following contacts. The Primary/Secondary for a particular type (e.g. operational, obligor) of contact may not be the same individual. However, the same individual may hold more than one contact position.

Operational Contact - Primary	
This is the primary contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	Jené Jess
Title	Finance & Employee Service Director
Phone Number:	515-630-6981
E-mail Address:	jnjess@cityofbondurant.com

Operational Contact - Secondary	
This is the backup contact for questions from IDR regarding the processing or operations of the Participating Agency's participation in the Setoff Program.	
Name:	Craig Marshman
Title	Administrative Services Coordinator
Phone Number:	515-630-6984
E-mail Address:	cmarshman@cityofbondurant.com

Obligor Contact - Primary	
This is the primary contact for questions from Obligor.	
Name:	Jené Jess
Title	Finance & Employee Service Director
Phone Number:	515-630-6981
E-mail Address:	jnjess@cityofbondurant.com

Obligor Contact - Secondary	
This is the backup contact for questions from Obligor.	
Name:	Craig Marshman
Title	Administrative Services Coordinator
Phone Number:	515-630-6984
E-mail Address:	cmarshman@cityofbondurant.com

Agreement-Related Notices Should be Sent To:	
This is the contact who should receive legal notifications.	
Name:	Jené Jess
Title	Finance & Employee Service Director
Phone Number:	515-630-6981
E-mail Address:	jnjess@cityofbondurant.com
Address:	200 2nd ST NE
City:	Bondurant
State:	Iowa
Zip Code:	50035

Appendix B

Setoff Placement File

The placement file must be named Setoffs#####.txt, where ##### is the Agency Number and Unit Code. If your agency has multiple Unit Codes, use one of them in the file name. Do not change the Unit Code used without notifying IDR prior to placement file submission.

The placement file must contain a list of all the Participating Agency's debt to be placed in the Program. Each record in the file represents one Debt. The placement file is a full replacement, and will overwrite existing debt placements for the Participating Agency under their unit code(s).

The placement file has a fixed width layout

Field Name	Characters	Description
Participating Agency Number (Required)	3	Unique identifier for the Participating Agency who maintains the debt. This is generally a three-digit number, such as "645" or "123", as assigned by IDR. Leading zeros are significant.
Participating Agency Unit Code (Required)	3	Unique identifier for a group within the Participating Agency, as assigned by IDR. This is generally a three-digit number such as "001" or "999". Leading zeros are significant.
Obligor Identification Number Type (Required)	1	Enter the code for the type of ID listed in Obligor ID. 1 = Social Security Number (SSN) 2 = Federal Employer Identification Number (FEIN) 3 = Individual Tax Identification Number (ITIN)
Obligor Identification Number (required)	9	Identification number unique to the Obligor (i.e. SSN, ITIN, or FEIN). Leading zeros are significant
Debt Identification Number (required)	30	Agency's unique identifier for the debt. (i.e. case #, invoice #, citation #, etc.). This should not change. Note: If debt has previously been placed for a combination of Agency Number, Agency Unit Code, Obligor ID, and Debt ID, then the corresponding placement will be updated based on the file.
Obligor Last Name / Entity Name (Required)	50	Last Name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN), or Name of Obligor (if Obligor Identification Number Type is FEIN)
Obligor First Name	50	First name of the Obligor (if an Obligor Identification Number Type is SSN or ITIN). Leave blank if Obligor Identification Number Type is FEIN
Obligor Middle Name	50	Middle name of Obligor (if an Obligor Identification Number Type is SSN or ITIN)

		Leave blank if Obligor Identification Number Type is FEIN
Qualified Date (Required)	8	Date the Debt first qualified for the Program Format: MMDDYYYY
Debt Amount (Required)	12	The amount owed to the Participating Agency. Expressed in pennies. Pre-padded with 0s. Example: \$123.45 should be listed as 000000012345. Must be \$50 or more for all qualifying debts owed to one public agency by one obligor.
Description of Debt (May be required)	500	Description of the Debt. May be displayed on correspondence to the Obligor pertaining to their setoff. Example: "Parking Ticket 00123-4"

Appendix C

List of Debts submitted to the Program that will be deposited into the state general fund when paid:

Debt Type Name	Description
<i>ex. Individual income tax debt</i>	<i>ex. Debt resulting from the tax on an individual's income</i>



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

Item No. 6.e.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution supporting Public Infrastructure Improvements and application to the Revitalize Iowa's Sound Economy (RISE) program for the area of Campus Drive SE (Myers 2 Certified Site) necessary for Economic Development within the City of Bondurant, Iowa

CONTACT PERSON:

Marketa Oliver, City Administrator
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City has been working to improve the safety and usability of the intersection at 2nd Street NE/NE 78th Avenue and Highway 65. In August 2023 the City was awarded Revitalize Iowa's Sound Economy (RISE) funding to assist with roadway construction for those portions of roadway work needed to service the Myers 1 certified site area. This upcoming RISE application will be for that stretch of the proposed Campus Drive SE south of the August 2023 RISE area leading south to a future north driveway area of the Myers 2 site. City staff have been working with the developer in the area to certify the Myers 2 site through the IEDA's Site Certification program. The property is currently in the final step of certification.

Below is the timeline for improvements. All improvements are public infrastructure and accessible/usable for general public use.

Design survey	November 1, 2023
RISE grant submittal	September 1, 2023
DOT Commission approval	December 2023 (Target)
DOT review plans	April 15, 2024
City letting on project	May 2024
Construction starts on RISE project	August 1, 2024
Construction completion of RISE project	Spring/Summer 2025
Water and Sewer extensions constructed	Fall 2024/Spring 2025

The City is pursuing a RISE (Revitalize Iowa's Sound Economy) grant through the Iowa Department of Transportation to help offset the costs of the infrastructure. The full estimated cost of these improvements is estimated to be \$1,640,000. Of those costs, \$200,000 of proposed expenditures are for water main and \$140,000 are for sanitary

sewer extension. The sanitary sewer costs are very preliminary and could change. Therefore, RISE eligible costs (street-related) are \$1,300,000. Design costs are an additional \$105,000 for initial design and \$93,000 for construction services.

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-159

CITY OF BONDURANT
RESOLUTION NO. 230821-159

A RESOLUTION SUPPORTING PUBLIC INFRASTRUCTURE IMPROVEMENTS AND APPLICATION TO THE REVITALIZE IOWA'S SOUND ECONOMY (RISE) PROGRAM FOR THE AREA OF CAMPUS DRIVE SE (MYERS 2 CERTIFIED SITE) NECESSARY FOR ECONOMIC DEVELOPMENT WITHIN THE CITY OF BONDURANT, IOWA

WHEREAS the City of Bondurant recognizes that Economic Development is in the best interests of its residents; and

WHEREAS the City is pursuing site certification for the Myers 2 area comprised of Parcels 231/00067-002-029 and 231/00067-002-031; and

WHEREAS the City of Bondurant plans to construct roadway (Campus Drive SE) to service the Myers 2 certified site and to extend water and infrastructure; and

WHEREAS a Local Development RISE program commitment is necessary to provide required road improvements for industrial traffic and to secure the City of Bondurant as the desired location for the project; and

WHEREAS the Streets are currently and will continue to be available to the general public for use; and

WHEREAS the support from the RISE program is critical to the project moving forward; and

WHEREAS the City of Bondurant endorses this project; and

WHEREAS the City of Bondurant assures the State of Iowa a minimum 50% match as financial participation in the Revitalize Sound Economy (RISE) grant funding for the construction of the project and will ensure the roadways for which the City is responsible will be adequately maintained.

NOW THEREFORE BE IT RESOLVED that the City of Bondurant, Iowa endorses said construction project and agrees to apply for RISE funding to complete the proposed street improvements.

BE IT FURTHER RESOLVED that the City of Bondurant will ensure the roadways for which the city is responsible will be adequately maintained.

Passed and approved this 21st day of August 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.f.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution approving the professional services agreement with Veenstra & Kimm for the design of the BFSD Public Infrastructure Improvements and the NE Storm Outfall Phase 2 Project

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: This contract is for the design of a new north/ south roadway from 2nd St. NE to a point just south of Aspen Dr. NE with a signalized intersection at 2nd St. and a sanitary sewer extension from Aspen Dr. NE to serve the new school and surrounding area, water main replacement and extension along new roadway, as well as Phase 2 of the NE Storm Sewer outfall and associated improvements. The project scope includes full design of the project and bidding. The cost of the contract is an amount not to exceed \$483,082. The investment in this street is shared with the Bondurant-Farrar Community School District.

This project is being driven by the addition of a new elementary school the Bondurant-Farrar District is planning to construct and have operational by the fall semester of 2027.

FUNDING SOURCE: Bond/TIF/LOSST/Reimbursement

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-160
2. BFSD Public Infrastructure Improvements & NE Storm Outfall Phase 2 Professional Services Agreement

CITY OF BONDURANT
RESOLUTION NO. 230821-160

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT TO
VEENSTRA & KIM FOR THE DESIGN OF BFSD PUBLIC INFRASTRUCTURE AND
NE STORM SEWER OUTFALL PHASE 2 PROJECT NOT TO EXCEED \$483,082.00

WHEREAS, on July 27th, 2023, the City of Bondurant received the professional services agreement for the BFSD Public Infrastructure and NE Storm Sewer Outfall Phase 2 Project; AND

WHEREAS, the City of Bondurant accepts the proposal of the work as follows:

Project Scope: It is understood and agreed that the Project shall consist of the design of the following improvements.

- a. A sanitary sewer extension from Aspen Dr. NE, water main replacement and extension from 2nd St. NE and the second phase of the NE Storm Sewer Improvements Project.
- b. Planning for the future extension of Aspen Dr. NE to a new North/South street extending from Aspen Dr. NE south to 2nd St. NE, planning and design of said north/south street, planning and design of the intersection with 2nd St. NE and traffic signals at this location.
- c. Coordination of the detention facility that will serve a portion of the BFSD properties prior to the outfall storm sewer and securing quotes for and coordinating geotechnicals engineers for these improvements for the city.
- d. Creation of the needed acquisition plats and construction easements needed for the construction improvements.

It is understood and agreed this exact scope of the Project can be adjusted and modified by mutual agreement during the performance of the services to best manage and meet the goals and objectives of the project. These adjustments may or may not drive the need for adjustment to the fees associated with this agreement.

WHEREAS, the City Council approves the contract for the BFSD Public Improvement and NE Storm Sewer Outfall Phase 2 Project; AND

WHEREAS, payments are to be made to Veenstra & Kim in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the professional service agreement with Veenstra & Kim for the BFSD Public Improvements and NE Storm Sewer Outfall Phase 2 Project is hereby approved, pending review by legal counsel.

Passed this 21st day of August 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				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA BFSD PUBLIC INFRASTRUCTURE IMPROVEMENTS and NE STORM OUTFALL PHASE 2

THIS AGREEMENT, made this _____ day of _____ 2023, by and between the CITY OF BONDURANT, IOWA, hereinafter referred to as the **City**, party of the first part, and VEENSTRA & KIMM, INC. of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter called the **Engineers**, party of the second part,

WITNESSETH, THAT WHEREAS, the City is anticipating the Bondurant Farrar School District to construct new facilities, and

WHEREAS, the City of Bondurant currently does not have adequate public infrastructure to serve this project and area, and

WHEREAS, to provide the public infrastructure such as streets, water, sanitary sewer and a storm outfall for the area, the City will need to plan, design and construct these facilities, and

WHEREAS, the City has determined it appropriate to move forward with the planning and design of the new streets, water main extensions, sanitary sewer extensions and second phase of the NE Storm Sewer Improvements storm outfall for the area to as the **Project**, and

WHEREAS, the City desires to retain the services of the Engineers to provide services related to the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City does retain the Engineers to provide professional engineering services for the Project, subject to the following terms, conditions, and stipulations to wit:

1. **PROJECT SCOPE.** It is understood and agreed the Project shall consist of the following:
 - a. A sanitary sewer extension from Aspen Drive NE, water main replacement and extension from 2nd Street NE and the second phase of the NE Storm Sewer Improvements project.
 - b. Planning for the extension of Aspen Drive NE to a new north-south street extending from Aspen Drive south to 2nd Street NE, planning and design of said north-south street, planning and design of the intersection with 2nd Street NE and traffic signals at this location.
 - c. Coordination of the detention facility that will serve a portion of the BFSD properties

prior to the outfall storm sewer and securing quotes for and coordinating geotechnical engineers for these improvements for the City.

- d. Creation of the needed acquisition plats and construction easements needed for the construction of the improvements.

It is understood and agreed this exact scope of the Project can be adjusted and modified by mutual agreement during the performance of the services to best meet the goals and objectives of the project. These adjustments may or may not drive the need for adjustment to the fees associated with this agreement.

2. **DESIGN SURVEYS.** The Engineers shall make topographic and other surveys as may be required for design of the Project and for preparation of plans and specifications.
3. **DESIGN CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are necessary for competitive bidding and construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Five (5) sets of final plans and specifications shall be submitted to the City.
5. **CONSTRUCTION PERMITS.** The Engineers shall be responsible to assist the City in obtaining construction permits necessary for the project.
6. **COST ESTIMATE.** The Engineers shall prepare estimated costs for the Project based upon the design developed. If the Engineers anticipate the actual Project cost will exceed the estimated Project cost, the Engineers shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids.
7. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report may be submitted every thirty (30) days or as desired but not more frequent. Such progress reports shall be in a form suitable for use by the City as an informational item.
8. **EASEMENTS AND PROPERTY INTERESTS.** The Engineers shall determine the extent of fee title acquisition, permanent and temporary easements necessary construction of the Project. The Engineers shall prepare appropriate descriptions and plats for fee title acquisition, permanent easements and temporary construction easements. The Scope of Services does not include the actual work associated with acquisition of property interests or determining the valuation thereof.

9. **COORDINATION.** During the design of the project the Engineer shall coordinate with the School District, their professional design team as well as franchise utility providers.
10. **TASKS.** The following list are the expected tasks needed to accomplish the above scope for the project.

Project Management and Staff Meetings
Survey, topographic
Geotech Coordination/Asst
Geometric Layout and Approval
Sanitary Sewer Planning
Water Main planning
Coordination with BFS District/Consultant
Property Owner Meetings
Public Meetings
Drainage Analysis
Prelim Design of NS street to Aspen
Prelim Design of Aspen to NS street
Prelim Design of 2nd St NE and Signals
Prelim Design of Storm Outfall
Plan Reviews with Staff
Easement Needs Determinations
Cost Estimates and Reviews
Scheduling and Staging
Complete Street Elements
Sanitary Sewer Design
Water Main Design
Storm Sewer Design
Final Design 2nd Street
Final Design NS Street Phase 1
Final Design Storm Outlet Ph 2
Franchise Utility Coordination
Park and Detention Grading Plans
Legal Surveys (for Easements/plats)
DNR Permitting
R/W and Easement Preparations
R/W and Easement Assistance
Street Lighting Coordination
ADA Compliance
Staging Plans
Special Details
Bid Package Determination/Split
Cost Estimate Updates
Specifications

Bidding Services
Recommendation of Award on Bid Package(s)
Preconstruction Meeting
Documentation of Preconstruction Meeting

10. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making the award. After the award is made, the Engineers shall assist in the preparation of necessary contract documents, transmit them to the contractor for execution and deliver them to the City.
11. **GENERAL SERVICES DURING CONSTRUCTION.** The general services portion of the construction management services may be additional services and add to this agreement via amendment at a later time.
12. **RESIDENT REVIEW.** Resident review services may be additional services and add to this agreement via amendment at a later time.
13. **COMPLETION.** The preliminary and final design for the project elements shall be completed in a timeframe consistent with the BFSDD timing such that public infrastructure is in place for the opening of the first building.
14. **COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as follows:
 - a. The fee for services for design, preparation of plans and specifications, and permitting and bidding services shall be on the basis of the Engineers standard hourly fees plus reimbursement of direct out-of-pocket costs with a maximum not to exceed fee of **Four Hundred Eighty-Three Thousand and Eighty-Two Dollars (\$483,082.00)**.
15. **METHOD OF PAYMENT.** The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.

Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.
17. **NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed.

- 18. TERMINATION OF AGREEMENT.** If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.
- 19. ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
- 20. TITLE TRANSFER.** The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

- 21. CONFIDENTIALITY.** No reports, information and/or data given to or prepared or assembled by the Engineers under this Agreement shall be made available to any individual or organization by the Engineers without the prior written approval of the City. The Engineers shall have the right to communicate directly with IDNR during the progress of the Agreement to achieve a timely review and approval of the Project.
- 22. INDEMNIFICATION.** The Engineers shall indemnify and hold the City harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the City may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by the Engineers. If a suit, action, arbitration or other proceeding is instituted by the City in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the City, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the City, including those incurred on appeal.
- 23. INSURANCE.** The Engineer shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/\$8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000

Professional Liability**,***

\$3,000,000/\$3,000,000

*Occurrence/Aggregate

**The Owner is not to be named as an additional insured

***Claims made basis

24. **ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions.
25. **MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.
26. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
27. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.
28. **GENERAL COMPLIANCE.** In the conduct of the professional services contemplated hereunder, the Engineers shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City and other governmental authorities with jurisdiction over the work. The Engineers must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.
29. **STANDARD OF CARE.** Services provided by the Engineers under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

30. GOVERNING LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF BONDURANT, IOWA

ATTEST:

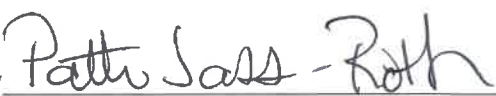
By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
2023

Management I	\$220.00
Management II	210.00
Process Engineer I	235.00
Client Services I	221.00
Client Services II	135.00
Client Services III	107.00
Client Services IV	85.00
Client Services V	80.00
IT I	175.00
IT II	116.00
IT III	75.00
Funding Specialist I	121.00
Funding Specialist II	105.00
Engineer I-A	220.00
Engineer I-B	201.00
Engineer I-C	193.00
Engineer I-D	186.00
Engineer II-A	179.00
Engineer II-B	170.00
Engineer III-A	160.00
Engineer III-B	155.00
Engineer III-C	150.00
Engineer IV	143.00
Engineer V	136.00
Engineer VI	128.00
Engineer VII	122.00
Engineer VIII	117.00
Engineer IX	110.00
Engineer X	97.00
Engineer XI	87.00
Engineer XII	80.00
Design Technician I	126.00
Design Technician II	111.00
Design Technician III	99.00
Architect I	174.00
Architect II	153.00
Architect III	137.00
Planner I	142.00
Planner II	98.00
Planner III	89.00
Drafter IA	122.00
Drafter IB	114.00
Drafter II	109.00
Drafter III	102.00
Drafter IV	95.00

Drafter V	85.00
Drafter VI.....	75.00
Drafter VII.....	65.00
Clerical I.....	90.00
Clerical II.....	80.00
Clerical III.....	70.00
Clerical IV.....	61.00
Clerical V.....	52.00
Construction Engineer I.....	205.00
Construction Engineer II.....	127.00
Construction Engineer III.....	115.00
Construction Engineer IV.....	98.00
Surveyor I	148.00
Surveyor II	129.00
Technician I	110.00
Technician II	99.00
Technician III	91.00
Technician IV	86.00
Technician V	80.00
Technician VI	72.00
Technician VII	65.00
Technician VIII	55.00
Technician IX	46.00
Building Inspector I.....	199.00
Building Inspector I-A	140.00
Building Inspector II.....	109.00
Building Inspector III.....	86.00
Accounting I.....	179.00
Accounting II.....	130.00
Accounting III.....	115.00
Accounting IV	90.00
Accounting V	83.00

REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics	35.00
Tablet	45.00
Fluoroscope.....	50.00
4-Wheeler	50.00
Drone.....	75.00
Mileage.....	IRS Rate



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

Item No. 6.g.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution considering approval of the Plat of Survey to create Parcel '2023-122'

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director
Isaac Pezley, City Planner

BRIEF HISTORY & ANALYSIS: Civic Design Advantage, on behalf of Kimberley Development Corporation, has submitted a Plat of Survey to create Parcel '2023-122' for review. The proposed parcel is located partially in Area 'B' Planned Unit Development and partially in area designated as R-2 Residential, of the Harvest Meadows Preliminary Plat area.

The Plat of Survey proposes creating a new parcel in order to transfer the ownership of the created parcel to a new LLC. The remainder of the property Parcel '2023-122' would be created out of would remain under the ownership of Kimberley Development Corporation. Final Plat approval would be required before any development takes place on the proposed Parcel '2023-122', CDA acknowledges this on Page 1 of the Plat of Survey. The Plat of Survey area is shown below.



The Plat of Survey would have three access points, Landon Drive NW, Colbie Blossom

[illegible]

STAFF RECOMMENDATION: The Planning and Zoning Commission at their August 10, 2023 Planning and Zoning Commission meeting voted 5-0, with two members absent, to recommend approval of the Plat of Survey creating Parcel '2023-122'.

ATTACHMENTS:

- Page 121 of 264

CITY OF BONDURANT
RESOLUTION NO. 230821-161

RESOLUTION REGARDING APPROVAL OF THE PLAT OF SURVEY CREATING
PARCEL '2023-122'

WHEREAS, Civic Design Advantage has submitted a plat of survey on the behalf of the property owner, Kimberley Development Corporation, to create Parcel '2023-122' a part of the Harvest Meadows Preliminary Plat area, which is described as follows:

A PART OF PARCEL '2020-170' AS SHOWN ON THE PLAT OF SURVEY RECORDED IN BOOK 18193, PAGE 980, BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 17, BLUEJAY LANDING PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF BONDURANT; THENCE NORTH 89°37'55" WEST ALONG THE NORTHERLY LINE OF SAID BLUEJAY LANDING PLAT 1, A DISTANCE OF 213.88 FEET; THENCE SOUTH 00°09'06" EAST ALONG SAID NORTHERLY LINE, 7.23 FEET; THENCE SOUTH 89°50'54" WEST ALONG SAID NORTHERLY LINE, 155.00 FEET; THENCE SOUTH 00°09'08" EAST ALONG SAID NORTHERLY LINE, 105.71 FEET; THENCE SOUTH 69°22'55" WEST ALONG SAID NORTHERLY LINE, 236.73 FEET; THENCE SOUTH 79°44'29" WEST ALONG SAID NORTHERLY LINE, 45.73 FEET TO THE NORTHEAST CORNER OF LOT 40B, HARVEST MEADOWS PLAT 1, AN OFFICIAL PLAT IN SAID CITY OF BONDURANT; THENCE SOUTH 89°50'11" WEST ALONG THE NORTHERLY LINE OF SAID HARVEST MEADOWS PLAT 1, A DISTANCE OF 206.12 FEET; THENCE SOUTHERLY ALONG SAID NORTHERLY LINE AND A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 620.00 FEET, WHOSE ARC LENGTH IS 7.09 FEET AND WHOSE CHORD BEARS SOUTH 06°59'21" EAST, 7.09 FEET; THENCE SOUTH 89°50'11" WEST ALONG SAID NORTHERLY LINE, 212.23 FEET; THENCE NORTH 42°11'34" WEST, 131.72 FEET; THENCE NORTH 09°09'01" WEST, 126.44 FEET; THENCE NORTH 29°36'52" EAST, 191.31 FEET; THENCE NORTH 89°50'11" EAST, 232.28 FEET; THENCE SOUTH 00°09'49" EAST, 7.42 FEET; THENCE NORTH 89°50'11" EAST, 37.58 FEET; THENCE NORTH 00°09'49" WEST, 135.00 FEET; THENCE NORTH 89°50'54" EAST, 218.80 FEET TO THE NORTHERLY LINE OF SAID BLUE JAY LANDING PLAT 1; THENCE SOUTH 00°22'05" WEST ALONG SAID NORTHERLY LINE, 543.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.54 ACRES (590,011 SQUARE FEET).

THE PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant, Iowa, hereby approve the submitted Plat of Survey,

Passed this 21st day of August 2023,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Action	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

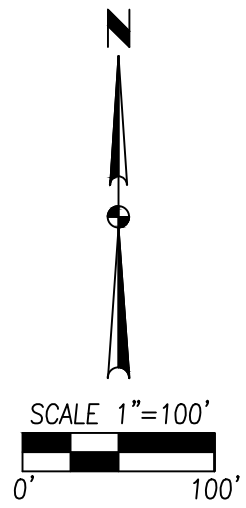
	PT. SW1/4 SEC 25-80-23 PLAT OF SURVEY 2302.106	BONDURANT, IOWA	 CIVIL DESIGN ADVANTAGE	4121 NW URBANDALE DRIVE URBANDALE, IA 50322 PHONE: (515) 369-4400	REVISIONS 	DATE
				ENGINEER:	TECH:	REVIEW:
				00000000		

AREA ABOVE RESERVED FOR RECORDING STAMP

A circular professional seal for a land surveyor. The outer ring contains the text "LICENSED PROFESSIONAL LAND SURVEYOR" at the top and "IOWA" at the bottom, separated by two stars. The inner circle contains the name "MICHAEL A. BROONER" and the license number "15980".

1/2
2302.106
GA

PLAT OF SURVEY



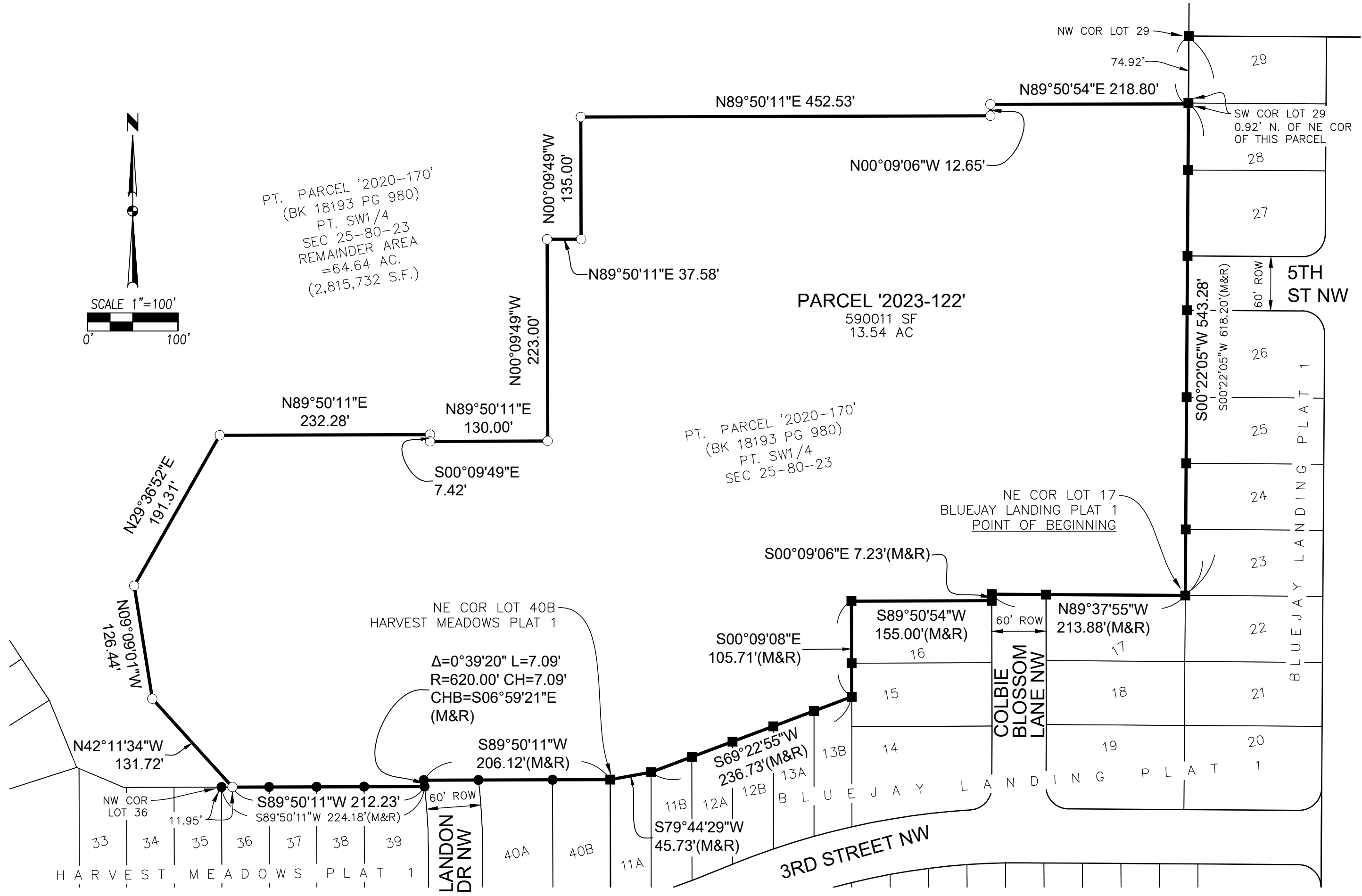
PT. PARCEL '2020-170'
(BK 18193 PG 980)
PT. SW1/4
SEC 25-80-23
REMAINDER AREA
=64.64 AC.
(2,815,732 S.F.)

PARCEL '2023-122'
590011 SF
13.54 AC

PT. PARCEL '2020-170'
(BK 18193 PG 980)
PT. SW1/4
SEC 25-80-23

$\Delta=0^{\circ}39'20''$ L=7.09'
R=620.00' CH=7.09'
CHB=S06°59'21"E
(M&R)

FILE: H:\2023\2302106\2302106-PLAT OF SURVEY.DWG
DATE: 7/20/2023 3:08 PM
DRAWN BY: JAW/EDW/AL
CHECKED BY: JAW/EDW/AL



DATE

REVISIONS

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

4121 NW URBANDALE DRIVE
URBANDALE, IA 50322
PHONE: (515) 369-4400

TECH:

REVIEW:

ENGINEER:

00000000

2

2

2302.106

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

Item No. 6.h.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution approving pay request no. 4 to Sandstone Management LTD for the BRSC Parking Lot Project in the amount of \$12,067.13

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #4 in the amount of \$12,067.13 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 July 29th, 2023, thru August 14th, 2023. All work that can be done is completed at this time. We are waiting for Mid-American to relocate the 3-phase power to the BRSC Concessions and Storm Shelter before the drive approaches and finished grading can be completed.

FUNDING SOURCE: Grant Funding/Budgeted Park Expenses

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-162
2. Pay Request No. 4

CITY OF BONDURANT
RESOLUTION NO. 230821-162

RESOLUTION APPROVING PAY REQUEST NO. 4 TO SANDSTONE MANAGEMENT
LTD FOR THE BRSC PARKING LOT PROJECT IN THE AMOUNT OF \$12,067.13

WHEREAS the BRSC Parking Lot Project Pay Request No. 4 was submitted on August 14th, 2023; AND

WHEREAS the pay request no. 4 is for work completed on BRSC Parking Lot Project from July 29th thru August 14th, 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. 4 to Sandstone Management LTD in the amount of \$12,067.13 hereby approved.

Passed this 21st day of August 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	4
Pay Period	07/29/2023 to 08/14/2023
Prime Contractor	SANDSTONE MANAGEMENT LTD., INC.
Payment Status	Approved
Awarded Project Amount	\$487,367.50
Authorized Amount	\$499,281.00

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	0.000	1,826.250	1,826.250	1,826.250	\$0.00	\$14,427.38
TOPSOIL, STRIP, SALVAGE+SPREAD										
0020	2102-2710070	CY	\$5.190	5,460.000	0.000	4,610.000	4,610.000	4,610.000	\$0.00	\$23,925.90
EXCAVATION, CL 10, RDWY+BORROW										
0030	2010-108-G-0	SY	\$3.400	955.000	0.000	955.000	955.000	955.000	\$0.00	\$3,247.00
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	5,470.000	5,470.000	5,470.000	\$0.00	\$16,245.90
Subgrade Preparation										
0040	2115-0100000	CY	\$6.960	955.000	0.000	955.000	955.000	955.000	\$0.00	\$6,646.80
MODIFIED SUBBASE										
0040BA-29	2115-0100000	CY	\$6.910	5,470.000	0.000	5,470.000	5,470.000	5,470.000	\$0.00	\$37,797.70
MODIFIED SUBBASE										
0050	2503-0114215	LF	\$62.360	184.000	0.000	176.000	176.000	176.000	\$0.00	\$10,975.36
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE										
0060	2503-0114218	LF	\$131.750	73.000	0.000	73.000	73.000	73.000	\$0.00	\$9,617.75
STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE										
0070	2416-0100015	EACH	\$2,976.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$2,976.00
APRONS, CONCRETE, 15 IN. DIA.										
0080	2416-0102029	EACH	\$3,335.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$13,340.00
APRONS, CONCRETE ARCH, 29 IN. X 18 IN.										
0090	2201-0505060	SY	\$54.010	730.000	0.000	730.000	730.000	730.000	\$0.00	\$39,427.30
BASE, STANDARD OR SLIP FORM P.C. CONCRETE, 6 IN.										
0090BA-30	2201-0505060	SY	\$46.480	4,950.000	0.000	4,950.000	4,950.000	4,950.000	\$0.00	\$230,076.00
BASE, STANDARD OR SLIP FORM P.C. CONCRETE, 6 IN.										
0100	2511-0300000	SY	\$117.020	90.000	0.000	90.000	90.000	90.000	\$0.00	\$10,531.80
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	154.000	154.000	154.000	\$0.00	\$12,761.98
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	134.780	0.000	134.780	134.780	\$4,938.34	\$4,938.34
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	1.000	1.000	1.000	\$0.00	\$2,678.00
SWPPP Preparation										
0190	9040-108-A-2	LS	\$2,993.000	1.000	0.000	0.250	0.250	0.250	\$0.00	\$748.25
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	868.000	868.000	868.000	\$0.00	\$1,822.80
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	1.000	1.000	1.000	\$0.00	\$5,856.00
CONSTRUCTION SURVEY										
0250	2533-4980005	LS	\$9,671.230	1.000	0.000	1.000	1.000	1.000	\$0.00	\$9,671.23
MOBILIZATION										
0260	11050-108-A-0	LS	\$316.500	1.000	0.000	1.000	1.000	1.000	\$0.00	\$316.50
Concrete Washout										
0260BA-34	11050-108-A-0	LS	\$663.500	1.000	0.000	1.000	1.000	1.000	\$0.00	\$663.50
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.										
0280	2599-9999010	LS	\$7,502.000	1.000	1.000	0.000	1.000	1.000	\$7,502.00	\$7,502.00
('LUMP SUM' ITEM)										
Section Totals:									\$12,440.34	\$466,193.49

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
Total Payments:									\$12,440.34	\$466,193.49

Summary

Current Approved Work:	\$12,440.34
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$373.21
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$12,067.13
Previous Payment:	\$279,438.47

Approved Work To Date:	\$466,193.49
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$13,985.80
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$452,207.69
Previous Payments To Date:	\$440,140.56



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

Item No. 6.i.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution authorizing the Mayor to enter into contract with ISG Inc. in the amount of \$17,750 for downtown Landus-area master planning services

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution authorizes the Mayor to enter into contract with ISG Inc. for master planning services associated with the downtown Landus redevelopment area. A developer is interested in purchasing the entire 24.8-acre Landus redevelopment site. Staff has met with the prospective developer multiple times and the prospective developer's engineer (ISG Inc) in July 2023 to discuss area future land uses. While the 2022 Building Bondurant Comprehensive Plan lays the groundwork for future land use expectations in this redevelopment area, a master plan would benefit both a developer and the City of Bondurant. ISG is proposing their scope of work will cost \$35,500. This scope of work includes the following tasks: Task 1 - Background Research + Due Diligence; Task 2 - Concept Design + Phasing Plan; Concept 3 - Vision Plan + Preliminary Cost Opinion; Task 4 - Architectural Study; and Task 5 - Structural Study. The attached resolution proposes this \$35,500 be split 50/50 between the developer and the City of Bondurant, where the City of Bondurant would be responsible for \$17,750 for these master planning services. This amount is less than what the City anticipated investing in a master planning effort when applying for funds through the Federal Economic Development Administration. It is anticipated the City of Bondurant will be able to reference this downtown Landus area master plan when applying for grants to assist with implementing public improvement projects on this redevelopment site.

Approval of the attached resolution is consistent with Action Item 17B of the Building Bondurant Comprehensive Plan, which reads: *Partner with a master developer or developers to redevelop the Landus property in a way that supports community goals and vision.*

FUNDING SOURCE: TIF (001-520-6490)

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-163
2. ISG Proposal

CITY OF BONDURANT
RESOLUTION NO. 230821-163

RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO
CONTRACT WITH ISG INC. IN THE AMOUNT OF \$17,750 FOR
DOWNTOWN LANDUS-AREA MASTER PLANNING SERVICES

WHEREAS, a potential developer is interested in purchasing the entire 24.8-acre downtown Landus redevelopment site; AND

WHEREAS, a detailed master plan of the downtown Landus redevelopment area will benefit both the developer and the City of Bondurant; AND

WHEREAS, the City of Bondurant will utilize this master plan when applying for grants to help implement any identified public improvement projects on this downtown Landus redevelopment land; AND

WHEREAS, this master plan is consistent with Action Item 17B of the 2022 Building Bondurant Comprehensive Plan, which reads: Partner with a master developer or developers to redevelop the Landus property in a way that supports community goals and vision; AND

WHEREAS, the potential developer's preferred planning consultant is ISG Inc.; AND

WHEREAS, ISG Inc. proposes the following tasks related to their master planning services: Task 1 – Background Research + Due Diligence; Task 2 – Concept Design + Phasing Plan; Task 3 – Vision Plan + Preliminary Cost Opinion; Task 4 – Architectural Study; and Task 5 – Structural Study; AND

WHEREAS, the \$35,500 cost for ISG's master planning services will be a 50/50 cost scenario where the potential developer is responsible for \$17,750 and the City of Bondurant is responsible for the remaining \$17,750.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Mayor is authorized to enter into contract with ISG Inc. in the amount of \$17,750 for downtown Landus-area master planning services, pending legal review of the contract.

Passed this 21st day of August 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				



RE: PROFESSIONAL SERVICES PROPOSAL FOR LANDUS REDEVELOPMENT AREA

BONDURANT, IOWA

Scott,

As the community looks to reimagine the Landus site in Bondurant, Iowa, ISG stands eager and ready to assist. ISG understands that this planning effort will involve public and private partnership with the City of Bondurant and that the following components are being explored:

1. Plan area will account for: the entire approximate 25-acre Landus site; the potential future public plaza area on Parcels 231/00048-001-000, 231/00058-004-000, and 231/00037-500-000; and the upcoming new north/south street extension north of 2nd Street Northeast.
2. Land use planning will be guided by the 2022 Building Bondurant Comprehensive Plan, specifically Chapters four and seven, with additional consideration given to the following items.
 - Plan will provide additional detail and concepts on how the Landus areas slated for Downtown Mixed Use and Retail Flex can be redeveloped. Topics to be considered as part of the planning process include:
 - How does a hotel and event space fit as part of the elevator portion?
 - Is it feasible to include any indoor sports courts as part of this redevelopment area?
 - Are there other trip generator ideas to help drive interest in hotel development?
 - How do buildings get placed along Main Street and/or Lincoln Street so that they feel like an extension of the existing downtown area?
 - Plan will provide additional detail and concepts to demonstrate opportunities for the proposed medium-density residential development in the Landus area.
3. Plan to provide additional detail and cost estimates on the following: proposed downtown trail extension, options for maximizing public parking along the downtown trail extension route, and construction of an arboretum along the downtown trail extension.
4. Plan to provide additional detail and cost estimates on other public and private infrastructure improvement components related to streets and utilities within the study area.

Backed by 114+ in-house, multi-disciplinary professionals in Iowa, vast industry experience, and a sound project understanding, ISG proposes to provide the following scope of services to meet your project needs.

SCOPE OF SERVICES

Task 1: Background Research + Due Diligence

ISG will reference data from the feasibility study and publicly available information to create a base map of the planning site(s). Additional investigation during this task will include:

- One (1) kickoff meeting with Client to confirm project needs, schedule, and vision
- Base mapping and information collection
- LiDAR contours, survey information, wetlands, zoning, land use, transportation, and site circulation
- Review stormwater management criteria and guidelines for this location
- Review environmental documents to understand site context and constraints
- Review silo reuse feasibility and constraints from the architectural and structural perspective
- One (1) coordination meeting with Client and City of Bondurant staff to confirm needs, schedule, and vision

DELIVERABLES

- Base map with site opportunities
- One (1) client kickoff meeting with minutes
- One (1) City coordination meeting with minutes
- Memo summarizing background research findings and preliminary observations

Task 2: Concept Design + Phasing Plan

Working collaboratively, ISG will create up to three (3) design concepts for the proposed development that will address the best uses for the property. These design concepts will include a two-dimensional site plan layout identifying access points, internal site circulation, building locations and uses, stormwater management areas, proposed open and green spaces, and phasing.

Concepts will also study the development potential with 3D massing models. Massing models will support studying the vertical mixed-use site potential and views from and to the site from the surrounding neighborhood.

ISG will meet with the Client to share preliminary concept package. One (1) round of edits will be coordinated in this task. ISG anticipates attending three (3) City meetings in this phase to review draft concepts and get initial feedback. These meetings will include one (1) City staff meeting, one (1) Planning and Zoning meeting, and one (1) City Council meeting.

DELIVERABLES

- Three (3) concept layouts and massing models with a concept yield summary
- One (1) client review meeting and exhibit edits
- Three (3) City meetings

Task 3: Vision Plan + Preliminary Cost Opinion

Once initial conceptual design feedback is gathered, ISG will refine the design into a vision plan. ISG will facilitate one (1) review meeting with the Client to present the vision plan. ISG anticipates one (1) round of edits to the vision plan before it is finalized.

ISG anticipates three (3) City meetings are in this phase to review and adopt the vision plan. The plan would be presented at one (1) City staff meeting, one (1) Planning and Zoning meeting, and one (1) City Council meeting.

DELIVERABLES

- Preliminary and final vision plan with one (1) round of revisions
- Phasing plan
- Preliminary and final cost opinion
- One (1) owner review meeting
- Three (3) City meetings

Task 4: Architectural Study

ISG will create test-fit floor plans to explore the viability of repurposing the existing silos. This will be done in tandem with Tasks 2 and 3. Test-fit floor plans will be provided for up to (3) building options including hotel, condo, and/or multifamily. Each option will consider facility entrance, access, amenities, and density. It is anticipated that each concept will need approximately three (3) unique floor plans to evaluate the concept at multiple floor levels.

DELIVERABLES

- Test-fit floor plans for up to three (3) building options
- Up to three (3) unique floor plans for each concept
- Memo summarizing preliminary building code analysis, constraints, and observations

Task 5: Structural Study

ISG will complete structural engineering services to explore the viability of repurposing the existing silos. These services will be completed in coordination with the proposed Architectural Study and explore the potential structural modifications needed to accommodate new features such as windows, doors, and flooring. The Structural Study will be done in tandem with Tasks 2 and 3.

DELIVERABLES

- Sketches or narratives showing the intent and feasibility of structural modifications needed to repurpose the existing silos

Optional Service: High-Quality Renderings

A high-quality rendering can help to bring a project to life. If desired, ISG is happy to provide high-quality renderings of the project master plan in both bird's eye and pedestrian-level view. These services are an additional service that can be provide for an additional fee at the end of Task 3 or initiated at a future date.

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation in accordance with the following schedule. Anticipated reimbursable expenses such as travel, mileage, and printing are included within the compensation listed.

Phase	Compensation
Task 1: Background Research + Due Diligence	\$4,000
Task 2: Concept Design + Phasing Plan	\$8,000
Task 3: Vision Plan + Preliminary Cost Opinion	\$10,000
Task 4: Architectural Study	\$9,000
Task 5: Structural Study	\$4,500
Optional Service: High-Quality Renderings	\$3,500 each (not included in total)
Total	\$35,500

ADDITIONAL UNDERSTANDING

1. ISG understands the vision plan does not need to reimagine desired future land uses of the area, as future land use planning was recently done as part of the 2022 Building Bondurant Comprehensive Plan
2. We also understand that public engagement will not be required beyond the City meetings outlined in the scope

FUTURE SERVICES

ISG's goal for this proposal, like its services, is to be flexible with accommodating the requirements of this project.

Upon request, ISG is able to provide a subsequent proposal to assist with additional professional design and construction phase services that will be necessary to facilitate this project as it moves forward.

APPLICABLE CONTRACT

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.

↖ bit.ly/termsconditions_isg



ISG appreciates the opportunity to provide a solution tailored to the needs of this unique private/public partnership. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Derek Johnson PE
Executive Vice President

Derek.Johnson@ISGInc.com

Danielle Propst, AICP
Planner

Danielle.Propst@ISGInc.com

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day of _____, 2023.

Company: _____

Print

Name: _____

Print

Title: _____

Print

Signature: _____

This proposal is valid for 30 days.



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

Item No. 6.j.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution Setting Date for Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: City staff have been working on an Urban Renewal amendment for several months. The Plan is being amended for the purposes of (1) adding property to the Urban Renewal Area-Central District Stormwater Improvements/Grant Street S Realignment; (2) adding property to the Urban Renewal Area-Downtown Improvements/Landus and Sisson; (3) adding property to the Urban Renewal Area-Myers 2 Site; (4) adding property to the Urban Renewal Area – 16th Street NE Corridor; (5) adding property to the Urban Renewal Area – Bondurant-Farrar Community School District Parcel; (6) adding property to the Urban Renewal Area – Gholds South; (7) adding property to the Urban Renewal Area – Timmins; (8) Update Description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program; (9) Update Description of the Downtown Parking Lot Project; (10) Update to description of City Campus Project; and (11) Identification of Projects.

The projects identified (that were not previously in the Urban Renewal Plan) include:

- Downtown Landscaping;
- City Park Project;
- Recreational Trail Improvements and Economic Development Project (Landus);
- Central District Stormwater Improvements;
- 2nd Street NE, NW Reconstruction and Expansion/"Truman Parkway" Extension;
- 16th Street NE/HWY 65/NE 88th Street Infrastructure Improvements;
- Oleson Drive Underpass Project;
- Park Side Trail Connection Project; and
- Site Readiness Program.

Projects span multiple years in the plan and the total prospective investment over the

multiple fiscal years is \$57,670.000. Each project comes to the City Council before final approval. The Urban Renewal Amendment simply makes the projects, or a portion of the projects, eligible to be supported by TIF funding.

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-164
2. UR Plan Amend (Bondurant-New 2023)-v2

SET DATE FOR HEARING ON
EXPANDED URBAN RENEWAL AREA
DESIGNATION AND URBAN RENEWAL
PLAN AMENDMENT

420886-New

Bondurant, Iowa

August 21, 2023

The City Council of the City of Bondurant, Iowa, met on August 21, 2023, at six p.m., at the Bondurant City Center, in the City, for the purpose of setting a date for a public hearing on the designation of an expanded urban renewal area and on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the boundaries of the Bondurant Urban Renewal Area had been prepared, along with an amendment to the urban renewal plan for the area, and that it was now necessary to set a date for a public hearing on the proposed amended area and proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled “Resolution Setting Date for a Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment,” and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted as follows:

CITY OF BONDURANT
RESOLUTION NO. 230821-164

Resolution Setting Date for Public Hearing on Designation of the Expanded
Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment

WHEREAS, this City Council of the City of Bondurant, Iowa (the “City”) by resolution previously established the Bondurant Urban Renewal Area (the “Urban Renewal Area”) and an adopted urban renewal plan (the “Plan”) for the governance of projects and initiatives therein; and

WHEREAS, a proposal has been made which shows the desirability of expanding the Urban Renewal Area to add and include all the property (the “Property”) lying within the legal description set out in Exhibit A; and

WHEREAS, this City Council is desirous of obtaining as much information as possible from the residents of the City before making this decision; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; (2) updates the description of the City’s Urban Renewal Economic Development Initiatives and Administration and Professional Support Program which was previously approved in the November, 2019 Amendment to the Plan and updated in the June, 2020 Amendment to the Plan; (3) updates the description of the City’s Downtown Parking Lot Projects which was previously approved in the May, 2018 Amendment to the Plan and updated in the June, 2020 Amendment to the Plan; (4) updates the description of the City’s City Campus Project which was previously approved in the December, 2021 Amendment to the Plan; and (5) authorizes the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of landscaping the downtown area; (b) using tax increment financing to pay the costs of redeveloping and improving City Park; (c) using tax increment financing to pay the costs of constructing an extension to the Chichaqua Recreational Trail; (d) using tax increment financing to pay the costs of constructing street, curb and gutter, sidewalk, municipal sanitary sewer, municipal waterworks, and storm water drainage improvements; (e) using tax increment financing to pay the costs of constructing an underpass under Oleson Drive; (f) using tax increment financing to pay the costs of constructing a recreational trail to extend through the Bondurant Recreational Sports Complex; and (g) using tax increment financing to pay the costs of the City’s Site Readiness Program; and

WHEREAS, a portion of the Property meets the definition of “agricultural land” under Section 403.17 of the Code of Iowa and pursuant to said law, a consent agreement (the “Ag Land Consent”) has been prepared for execution by the owners (the “Ag Land Owners”) of the Property; and

WHEREAS, it is now necessary that a date be set for a public hearing on the designation of the Property and on the Amendment;

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

Section 1. This City Council will meet at the Bondurant City Center, Bondurant, Iowa, on September 18, 2023, at six p.m., at which time and place it will hold a public hearing on the designation of the expanded Urban Renewal Area described in the preamble hereof and on the Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in Bondurant, which publication shall be not less than four (4) nor more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law.

Section 4. The proposed Amendment is hereby submitted to the City's Planning and Zoning Commission for review and recommendations, as required by Section 403.5, Code of Iowa.

Section 5. The City Clerk is hereby authorized and directed to present the Ag Land Consent to the Ag Land Owners.

Passed and approved August 21, 2023.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON DESIGNATION OF EXPANDED BONDURANT
URBAN RENEWAL AREA AND ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at six p.m., at the Bondurant City Center, Bondurant, Iowa, on September 18, 2023, the City Council of the City of Bondurant will hold a public hearing on the question of amending the Urban Renewal Plan (the "Plan") for the Bondurant Urban Renewal Area (the "Urban Renewal Area") and designating an expanded Bondurant Urban Renewal Area, pursuant to Chapter 403, Code of Iowa, by adding and including all the property described as follows:

CENTRAL DISTRICT STORMWATER IMPROVEMENTS/GRANT STREET S
REALIGNMENT

Commencing at a point on the north line of the northwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian located 1,067.3 feet west of the northeast corner of the northwest fractional $\frac{1}{4}$ of said Section 6; thence south along a line parallel to and 1,067.3 feet west of the east line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning; thence south along a line parallel to and 1,067.3 feet west of the east line of the northwest fractional $\frac{1}{4}$ of said Section 6 to a point on the south line of the northwest fractional $\frac{1}{4}$ of said Section 6; thence north along the east line of the northeast fractional $\frac{1}{4}$ of Section 1, Township 79 North, Range 23 West to a point 398 feet south of the north line of the south 81.5 acres of the northeast fractional $\frac{1}{4}$ of said Section 1; thence west to the point of intersection with the easterly right-of-way of NE Hubbell Avenue; thence northeasterly along the southeasterly right-of-way line of NE Hubbell Avenue to the point of intersection with the west line of the northwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian; thence north along the west line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the point of intersection with the northeasterly right-of-way line of NE Hubbell Avenue; thence northeasterly along the northwesterly right-of-way line of NE Hubbell Avenue to the point of intersection with the north line of the northwest fractional $\frac{1}{4}$ of said Section 6; thence east along the north line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning.

And

Parcel A of the north $\frac{1}{2}$ of the southwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian described as follows:

Beginning 792.61 feet south of the northwest corner of the southwest fractional $\frac{1}{4}$ of said Section 6; thence east 292.89 feet; thence south 118.46 feet; thence west 294.23 feet; thence north 123.52 feet along the west line of the southwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning.

AND

LANDUS AND SISSON AREA

Beginning at the point of intersection of the south right-of-way line of 2nd Street NE and the east line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493 Page 751 in the Office of the Polk County Recorder; thence south along the east line of said Parcel L to the southeast corner of said Parcel L; thence southwesterly along the southerly line of the former railroad right-of-way a distance of 514.69 feet to the west corner of said Parcel L; thence southwesterly along the southerly line of the former railroad right-of-way to the point of intersection of a line extending from the east right-of-way line of Lincoln Street SE at the south line of Railroad Street to the centerline of Lincoln Street SE and the centerline of 2nd Street NE; thence northerly along said line to the point of intersection with the south right-of-way line of 2nd Street NE; thence east along the south right-of-way line of 2nd Street NE to the Point of Beginning.

AND

MYERS 2 AREA

Beginning at the Southwest Corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian; thence east along the south line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the southeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the northeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the northwest corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32 to the northeast corner of the south 10 acres of Lots 1 and 2 of the Official Plat of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32; thence west along the north line of the south 10 acres of said Lots 1 and 2 to the northwest corner of said Lots 1 and 2; thence south along the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32 to the northwest corner of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence south along the west line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to a point 1,071.65 feet north of the south line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence east 283.5 feet; thence south along a line parallel to and 283.5 feet east of the west line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to a point on the south line on the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence west along the south line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the southwest corner of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence south along the west line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the Point of Beginning.

AND

16TH STREET NE CORRIDOR

Beginning at the north quarter corner of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian; thence east along the north line of said Section 29 to the northeast corner of said Section 29; thence east along the north line of Section 28, Township 80 North, Range 22 West of the 5th Principal Meridian; to a point on the east right-of-way line of U.S. Highway 65; thence southwesterly along the southeasterly right-of-way line of U.S. Highway 65 to the point of intersection with the east right-of-way line

of NE 88th Street; thence south along the east right-of-way line of NE 88th Street to the point of intersection with the former right-of-way of the Chicago Great Western Railway; thence southwesterly along the northerly line of the former right-of-way of the Chicago Great Western Railway to the west line of the right-of-way of NE 88th Street; thence north along the west right-of-way line of NE 88th Street to the point of intersection with the north line of Parcel 2017-2043 recorded in Book 16480 Page 392 in the Office of the Polk County Recorder; thence west 637 feet along the north line of said Parcel 2017-43 to the northwest corner of said Parcel 2017-2043; thence south along the west line of said Parcel 2017-2043 to the northerly line of the former right-of-way of the Chicago and Great Western Railway; thence southwesterly along the northerly right-of-way line of the former railroad right-of-way to the southeast corner of Parcel E, recorded in Book 11311, Page 218; thence north along the east line of said Parcel E to the point of intersection with southeasterly right-of-way of U.S. Highway 65; thence northerly across the right-of-way of Highway 65 to the point of intersection of the northwesterly right-of-way of U.S. Highway 65 and the northeast corner of Parcel G, recorded in Book 12783, Page 295; thence westerly along the northerly line of Parcel G to the west line of the northeast quarter of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian; thence north along the west line of the northeast quarter of said Section 29 to the Point of Beginning.

AND

BONDURANT-FARRAR COMMUNITY SCHOOL DISTRICT

Beginning at the south quarter corner of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian; thence north along the east line of the southwest quarter of said Section 30 a distance of 40 feet to the north right-of-way line of 15th Street SE; then west along the north line of the right of way of 15th Street SE to a point located 520 feet east of the west line of the east one-half of the southwest quarter of said Section 30; thence north 963 feet; thence west 520 feet to a point on the west line of the east one-half of the southwest quarter of said Section 30; thence north along the west line of the east one-half of the southwest quarter of said Section 30 to the northwest corner of the east one-half of the southwest quarter of said Section 30; thence east along the north line of the east one-half of the southwest quarter of said Section 30 to the Center of said Section 30; thence south along the east line of the southwest quarter of said Section 30 to the Point of Beginning.

AND

GHOLDS SOUTH

Beginning at the north quarter corner of Section 7, Township 79 North, Range 22 West of the 5th Principal Meridian; thence east along the north line of said Section 7 to a point 385 feet east of the northeast corner of said Section 7, said point being the westerly boundary of the Interstate 80 right-of-way, said point also being located on the east corporate limits of the City of Bondurant; thence southerly and continuing southwesterly along the westerly and northerly right-of-way line of Interstate 80 to the west line of the northeast quarter of said Section 7; thence north along the west line of the northeast quarter of said Section 7 to the Point of Beginning.

AND

TIMMINS

Beginning at the southwest corner of Outlot Z, an Official Plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence north along the west line of said Outlot Z to the northwest corner of said Outlot Z; thence east along the north line of said Outlot Z to

the northwest corner of Lot 1, Timmons Acres, an Official Plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence east along the north line of said Lot 1 to the northeast corner of said Lot 1, said point also being located on the west right-of-way line of Eisenhower Drive SE; thence north along the west right-of-way line of Eisenhower Drive SE to the point of intersection with the south right-of-way line of 15th Street SE; thence west along the south right-of-way line of 15th Street SE to the west line of the northeast fractional one-quarter of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian; thence north to the north quarter corner of said Section 5; thence north along the west line of the southeast quarter of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian to the point of intersection with the north right-of-way line of 15th Street SE; thence east along the north right-of-way line of 15th Street SE to the east line of said Section 32; thence south along the east line of said Section 32 to the southeast corner of said Section 32; thence east along the north line of Section 4, Township 79 North, Range 23 West of the 5th Principal Meridian a distance of 33 feet; thence south to a point on the south right-of-way line of 15th Street SE said point also being the east right-of-way line of Eisenhower Drive SE; thence south along the east right-of-way line of Eisenhower Drive SE to the north line of the southwest quarter of said Section 4; thence east along the north line of the southwest quarter of said Section 4 to the Center of said Section 4; thence south along the east line of the southwest quarter of said Section 4 to the northerly right-of-way line of Interstate Highway 80; thence southwesterly along the northerly right-of-way line of Interstate 80 to the west line of the southwest quarter of said Section 4; thence north along the west line of the southwest quarter of said Section 4 to the southeast corner of Parcel A of the southeast quarter of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian as recorded in Book 9521 Page 12 in the office of the Polk County Recorder; thence west 33 feet along the south line of said Lot A to the point of intersection with the east line of Outlot Z of Timmons Acres; thence southwesterly along the south line of said Outlot Z to the Point of Beginning.

The proposed amendment to the Plan brings the property described above under the Plan and makes it subject to the provisions of the plan. The amendment includes (1) updating the description of the City's Urban Renewal Economic Development Initiatives and Administration and Professional Support Program which was previously approved in the November, 2019 Amendment to the Plan and updated in the June, 2020 Amendment to the Plan; (2) updating the description of the City's Downtown Parking Lot Projects which was previously approved in the May, 2018 Amendment to the Plan and updated in the June, 2020 Amendment to the Plan; (3) updating the description of the City's City Campus Project which was previously approved in the December, 2021 Amendment to the Plan; and (4) authorizing the undertaking of new urban renewal projects in the Urban Renewal Area consisting of (a) using tax increment financing to pay the costs of landscaping the downtown area; (b) using tax increment financing to pay the costs of redeveloping and improving City Park; (c) using tax increment financing to pay the costs of constructing an extension to the Chichaqua Recreational Trail; (d) using tax increment financing to pay the costs of constructing street, curb and gutter, sidewalk, municipal sanitary sewer, municipal waterworks, and storm water drainage improvements; (e) using tax increment financing to pay the costs of constructing an underpass under Oleson Drive; (f) using tax increment financing to pay the costs of constructing a recreational trail to extend through the Bondurant Recreational Sports Complex; and (g) using tax increment financing to pay the costs of the City's Site Readiness Program. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Shelby Hagan
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

EXHIBIT A
Legal Description
Expanded Bondurant Urban Renewal Area
(September, 2023 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

CENTRAL DISTRICT STORMWATER IMPROVEMENTS/GRANT STREET S
REALIGNMENT

Commencing at a point on the north line of the northwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian located 1,067.3 feet west of the northeast corner of the northwest fractional $\frac{1}{4}$ of said Section 6; thence south along a line parallel to and 1,067.3 feet west of the east line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning; thence south along a line parallel to and 1,067.3 feet west of the east line of the northwest fractional $\frac{1}{4}$ of said Section 6 to a point on the south line of the northwest fractional $\frac{1}{4}$ of said Section 6; thence north along the east line of the northeast fractional $\frac{1}{4}$ of Section 1, Township 79 North, Range 23 West to a point 398 feet south of the north line of the south 81.5 acres of the northeast fractional $\frac{1}{4}$ of said Section 1; thence west to the point of intersection with the easterly right-of-way of NE Hubbell Avenue; thence northeasterly along the southeasterly right-of-way line of NE Hubbell Avenue to the point of intersection with the west line of the northwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian; thence north along the west line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the point of intersection with the northeasterly right-of-way line of NE Hubbell Avenue; thence northeasterly along the northwesterly right-of-way line of NE Hubbell Avenue to the point of intersection with the north line of the northwest fractional $\frac{1}{4}$ of said Section 6; thence east along the north line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning.

And

Parcel A of the north $\frac{1}{2}$ of the southwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian described as follows:

Beginning 792.61 feet south of the northwest corner of the southwest fractional $\frac{1}{4}$ of said Section 6; thence east 292.89 feet; thence south 118.46 feet; thence west 294.23 feet; thence north 123.52 feet along the west line of the southwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning.

AND

LANDUS AND SISSON AREA

Beginning at the point of intersection of the south right-of-way line of 2nd Street NE and the east line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493 Page 751 in the Office of the Polk County Recorder; thence south along the east line of said Parcel L to the southeast corner of said Parcel L; thence southwesterly along the southerly line of the former railroad right-of-way a distance of 514.69 feet to the west corner of said Parcel L; thence southwesterly along the southerly line of the former railroad right-of-way to the point of intersection of a line extending from the east right-of-way line of Lincoln Street SE at the south line of Railroad Street to the centerline of Lincoln Street SE and the centerline of 2nd Street NE; thence northerly along said line to the point of intersection with the south right-of-way line of 2nd Street NE; thence east along the south right-of-way line of 2nd Street NE to the Point of Beginning.

AND

MYERS 2 AREA

Beginning at the Southwest Corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian; thence east along the south line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the southeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the northeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the northwest corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32 to the northeast corner of the south 10 acres of Lots 1 and 2 of the Official Plat of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32; thence west along the north line of the south 10 acres of said Lots 1 and 2 to the northwest corner of said Lots 1 and 2; thence south along the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32 to the northwest corner of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence south along the west line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to a point 1,071.65 feet north of the south line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence east 283.5 feet; thence south along a line parallel to and 283.5 feet east of the west line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to a point on the south line on the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence west along the south line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the southwest corner of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence south along the west line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the Point of Beginning.

AND

16TH STREET NE CORRIDOR

Beginning at the north quarter corner of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian; thence east along the north line of said Section 29 to the northeast corner of said Section 29; thence east along the north line of Section 28, Township 80 North, Range 22 West of the 5th Principal Meridian; to a point on the east right-of-way line of U.S. Highway 65; thence southwesterly along the southeasterly right-of-way line of U.S. Highway 65 to the point of intersection with the east right-of-way line

of NE 88th Street; thence south along the east right-of-way line of NE 88th Street to the point of intersection with the former right-of-way of the Chicago Great Western Railway; thence southwesterly along the northerly line of the former right-of-way of the Chicago Great Western Railway to the west line of the right-of-way of NE 88th Street; thence north along the west right-of-way line of NE 88th Street to the point of intersection with the north line of Parcel 2017-2043 recorded in Book 16480 Page 392 in the Office of the Polk County Recorder; thence west 637 feet along the north line of said Parcel 2017-43 to the northwest corner of said Parcel 2017-2043; thence south along the west line of said Parcel 2017-2043 to the northerly line of the former right-of-way of the Chicago and Great Western Railway; thence southwesterly along the northerly right-of-way line of the former railroad right-of-way to the southeast corner of Parcel E, recorded in Book 11311, Page 218; thence north along the east line of said Parcel E to the point of intersection with southeasterly right-of-way of U.S. Highway 65; thence northerly across the right-of-way of Highway 65 to the point of intersection of the northwesterly right-of-way of U.S. Highway 65 and the northeast corner of Parcel G, recorded in Book 12783, Page 295; thence westerly along the northerly line of Parcel G to the west line of the northeast quarter of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian; thence north along the west line of the northeast quarter of said Section 29 to the Point of Beginning.

AND

BONDURANT-FARRAR COMMUNITY SCHOOL DISTRICT

Beginning at the south quarter corner of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian; thence north along the east line of the southwest quarter of said Section 30 a distance of 40 feet to the north right-of-way line of 15th Street SE; then west along the north line of the right of way of 15th Street SE to a point located 520 feet east of the west line of the east one-half of the southwest quarter of said Section 30; thence north 963 feet; thence west 520 feet to a point on the west line of the east one-half of the southwest quarter of said Section 30; thence north along the west line of the east one-half of the southwest quarter of said Section 30 to the northwest corner of the east one-half of the southwest quarter of said Section 30; thence east along the north line of the east one-half of the southwest quarter of said Section 30 to the Center of said Section 30; thence south along the east line of the southwest quarter of said Section 30 to the Point of Beginning.

AND

GHOLDS SOUTH

Beginning at the north quarter corner of Section 7, Township 79 North, Range 22 West of the 5th Principal Meridian; thence east along the north line of said Section 7 to a point 385 feet east of the northeast corner of said Section 7, said point being the westerly boundary of the Interstate 80 right-of-way, said point also being located on the east corporate limits of the City of Bondurant; thence southerly and continuing southwesterly along the westerly and northerly right-of-way line of Interstate 80 to the west line of the northeast quarter of said Section 7; thence north along the west line of the northeast quarter of said Section 7 to the Point of Beginning.

AND

TIMMINS

Beginning at the southwest corner of Outlot Z, an Official Plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence north along the west line of said Outlot Z to the northwest corner of said Outlot Z; thence east along the north line of said Outlot Z to the northwest corner of Lot 1, Timmons Acres, an Official Plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence east along the north line of said Lot 1 to the northeast corner of said Lot 1, said point also being located on the west right-of-way line of Eisenhower Drive SE; thence north along the west right-of-way line of Eisenhower Drive SE to the point of intersection with the south right-of-way line of 15th Street SE; thence west along the south right-of-way line of 15th Street SE to the west line of the northeast fractional one-quarter of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian; thence north to the north quarter corner of said Section 5; thence north along the west line of the southeast quarter of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian to the point of intersection with the north right-of-way line of 15th Street SE; thence east along the north right-of-way line of 15th Street SE to the east line of said Section 32; thence south along the east line of said Section 32 to the southeast corner of said Section 32; thence east along the north line of Section 4, Township 79 North, Range 23 West of the 5th Principal Meridian a distance of 33 feet; thence south to a point on the south right-of-way line of 15th Street SE said point also being the east right-of-way line of Eisenhower Drive SE; thence south along the east right-of-way line of Eisenhower Drive SE to the north line of the southwest quarter of said Section 4; thence east along the north line of the southwest quarter of said Section 4 to the Center of said Section 4; thence south along the east line of the southwest quarter of said Section 4 to the northerly right-of-way line of Interstate Highway 80; thence southwesterly along the northerly right-of-way line of Interstate 80 to the west line of the southwest quarter of said Section 4; thence north along the west line of the southwest quarter of said Section 4 to the southeast corner of Parcel A of the southeast quarter of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian as recorded in Book 9521 Page 12 in the office of the Polk County Recorder; thence west 33 feet along the south line of said Lot A to the point of intersection with the east line of Outlot Z of Timmons Acres; thence southwesterly along the south line of said Outlot Z to the Point of Beginning.

STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

SS:

I, the undersigned, City Clerk of the City of Bondurant, Iowa do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on the question of designating the expanded Bondurant Urban Renewal Area for the City and on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

STATE OF IOWA
POLK COUNTY
CITY OF BONDURANT

SS:

I, the undersigned, City Clerk of the City of Bondurant, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on the question of designating the expanded Bondurant Urban Renewal Area for the City and on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2023.

City Clerk

CITY OF BONDURANT, IOWA
URBAN RENEWAL PLAN AMENDMENT
BONDURANT URBAN RENEWAL AREA

September, 2023

The Urban Renewal Plan (the “Plan”) for the Bondurant Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purposes of (1) adding property to the Urban Renewal Area-Central District Stormwater Improvements/Grant Street S Realignment; (2) adding property to the Urban Renewal Area-Downtown Improvements/Landus and Sisson; (3) adding property to the Urban Renewal Area-Myers 2 Site; (4) adding property to the Urban Renewal Area – 16th Street NE Corridor; (5) adding property to the Urban Renewal Area – Bondurant-Farrar Community School District Parcel; (6) adding property to the Urban Renewal Area – Gholds South; (7) adding property to the Urban Renewal Area – Timmins; (8) updating the description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program; (9) updating the description of the Downtown Parking Lot Project; (10) updating the description of City Campus Project; and (11) identifying new urban renewal projects to be undertaken in the Urban Renewal Area.

1) Addition of Property-Central District Stormwater Improvements/Grant Street S Realignment. The real property (the "CDS Property") legally described on Exhibit A hereto is, by virtue of this Amendment, being added with the September, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the CDS Property as an economic development area. The CDS Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to the Central District Stormwater Improvements

2) Addition of Property-Downtown Improvements/Landus and Sisson. The real property (the "Landus/Sisson Property") legally described on Exhibit B hereto is, by virtue of this Amendment, being added with the September, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Landus/Sisson Property as an economic development and a blighted area. The Landus/Sisson Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to the Downtown Improvements planned for the Landus Cooperative Site that is being vacated and adjacent property.

Blight Finding: An investigation has been conducted, the results of which indicate that conditions of blight, as described in Section 403.17(5) of the Code of Iowa, exist on the Property as a result of the deterioration of private properties, faulty land use and lot layout conditions, dilapidation and developing failure of public infrastructure and utility connections (the “Blighted Conditions”). The Blighted Conditions are further described on Exhibit B-1 hereto.

3) Addition of Property-Myers 2. The real property (the "Myers 2 Property") legally described on Exhibit C hereto is, by virtue of this Amendment, being added with the September, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will

designate the Myers 2 Property as an economic development area. The Myers 2 Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to the industrial property referred to as the Myers 2 site that is currently undergoing site certification.

4) Addition of Property-16th Street NE Corridor. The real property (the "16th Street NE Property") legally described on Exhibit D hereto is, by virtue of this Amendment, being added with the September, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the 16th Street NE Property as an economic development area. The 16th Street NE Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to street improvements that will serve as a major arterial adjacent to commercial and industrial ground.

5) Addition of Property- Bondurant-Farrar Community School District Parcel. The real property (the "School District Property") legally described on Exhibit E hereto is, by virtue of this Amendment, being added with the September, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the School District Property as an economic development area. The School District Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to the property that is the future site of a school and additional commercial development.

6) Addition of Property-GHolds South. The real property (the "GHolds Property") legally described on Exhibit F hereto is, by virtue of this Amendment, being added with the September, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the GHolds Property as an economic development area. The GHolds Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to the property that is the future site of a school and additional commercial development.

7) Addition of Property-Timmins. The real property (the "Timmins Property") legally described on Exhibit G hereto is, by virtue of this Amendment, being added with the September, 2023 Addition to the Urban Renewal Area. With the adoption of this Amendment, the City will designate the Timmins Property as an economic development area. The Timmins Property will become subject to the provisions of the Plan for the Urban Renewal Area. This area is related to the property that is the future site of a school and additional commercial development.

8) Update Description of the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program. The City approved the Urban Renewal Economic Development Initiatives and Administration and Professional Support Program (the "Program") in the November 3, 2019 Amendment to the Plan and further amended it in June 2020. It is now necessary to further revise the Program. The description of the Program shall now read as follows:

Name of Project: Urban Renewal Economic Development Initiatives and Administration and Professional Support Program (the "Program")

Date of Council Approval of Project: November 3, 2019 (original), June 15, 2020 (updated), and September 18, 2023

Description of Program: The City will provide administrative and professional support to its urban renewal projects and initiatives. This support will include planning, staffing, grant writing and administration, document support, record management, accounting, legal and engineering services and such other services as are necessary to carry out and effectuate the urban renewal initiatives and objectives of the City.

The City Council acknowledges the importance of promoting economic development in the Urban Renewal Area. The City has undertaken certain initiatives in the Urban Renewal Area to promote economic development therein including (1) carrying out promotional events, marketing and branding initiatives intended to encourage commercial and industrial growth in the Urban Renewal Area; (2) providing economic development support payments to East Polk Innovation Collaborative, the Bondurant Chamber of Commerce and Bondurant Development, Inc. in connection with activities undertaken in the Urban Renewal Area to promote to commercial and industrial development; and (3) paying the costs of site certification for certain property situated in the Urban Renewal Area.

Description of Use of TIF for the Program: It is anticipated that the City will pay for the Program with internal advances (the “Advances”) of City funds on-hand. In any case, a portion of the City’s obligations incurred will be repaid with incremental property tax revenues. The amount of the Advances will be determined from year to year. It is further anticipated that the City’s use of incremental property tax revenues for the Program for the City’s fiscal years 2024 through 2029 will not exceed \$1,500,000.

9) Update Description of the Downtown Parking Lot Project. The City approved the Downtown Parking Lot Project in the May 7, 2018 Amendment to the Plan and updated the project in the June 15, 2020 amendment to the plan. It is now necessary to update the description of the Downtown Parking Lot Project. The description of the Downtown Parking Lot Project shall now read as follows:

Name of Project: Downtown Parking Lot Projects

Date of Council Approval of Project: May 7, 2018, updated June 15, 2020 and September 18, 2023

Description of Project and Project Site: The Downtown Parking Lot Projects will consist of the acquisition by the City of certain real property in the Urban Renewal Area and situated in various locations throughout the City’s downtown area. The City will undertake acquisition of properties, demolition of structures as needed, and construction of parking facilities, including lighting, landscaping, and other site amenities to serve downtown commercial enterprises and City Park.

It is expected that the completed Downtown Parking Lot Projects will cause increased and improved ability of the City to provide adequate transportation infrastructure for the growth and retention of commercial enterprises in the City.

Description of Properties to be Acquired in Connection with Project: The City will acquire the various real estate, easements, and rights-of-way as are necessary to successfully undertake the Downtown Parking Lot Projects.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Downtown Parking Lot Projects with either borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In either case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues. It is anticipated that the City's use of incremental property tax revenues for the Downtown Parking Lot Projects will not exceed \$1,500,000 (increased from \$500,000 as approved in the June, 2020 Amendment to the Plan), plus any interest expense incurred on the Obligations.

10) Update Description of City Campus Project. The City approved the City Campus project in the December, 2021 Amendment to the Plan. The description of the City Campus Project shall now read as follows:

Name of Project: City Campus Project

Date of Council Approval of Project: December 20, 2021 and updated September 18, 2023

Description of Project and Project Site: The City will undertake the planning and design of a City Campus the City Campus Property. The City Campus Project will include site preparation of the City Campus Property and a parking lot for the construction of an Emergency Services Facility and, eventually, a Public Works Facility.

It is anticipated that the City will begin the construction, furnishing, and equipping of the Emergency Services Facility (the "EMS Facility Project") on the City Campus Property in the City's 2023 fiscal year. The completed EMS Facility Project will serve as the headquarters for the City's fire department, emergency medical services and ambulance department and will include a fitness center for use by City employees.

The completed City Campus Project will have a direct, positive impact on the Urban Renewal Area, and community at large, through the provision of enhanced municipal emergency services and municipal public works facilities.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the City Campus Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the City Campus Project will not exceed \$12,000,000, plus any interest expense incurred on the Obligations, which is an increase of \$5,000,000 from the November, 2021 Amendment.

Analysis of Use of TIF: In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the EMS Facility Project and alternative development and

funding options for the EMS Facility Project. The results of that analysis are summarized as follows:

A) Alternate Development Options: The City Council has determined that a need exists for the provision of a new, improved and expanded emergency services in the Urban Renewal Area. The City's ability to fulfill its duty of fire protection and emergency medical services in the Urban Renewal Area is diminished by inadequate, outdated and undersized fire station and emergency medical services facilities. The use of the City Campus Property as the site for the EMS Facility Project is an optimal use for this land. Promoting other types of development on the City Campus Property to the exclusion of the EMS Facility Project will not meet the public need being addressed by the EMS Facility Project. Further, the proximity of the EMS Facility Project to the Certified Site Property will promote industrial development on the Certified Site Property.

B) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues: Local Option Sales and Services Tax Revenues are unavailable to assist with the EMS Facility Project because such Revenues have been allocated to other projects in the City

* General Fund: The City's General Fund reserves are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund to pay for additional costs of the EMS Facility Project funding without risking unsound fiscal practice.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available for the purpose of funding the EMS Facility Project, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City will use its urban renewal authority to aid in the authorization of general obligations bonds (collectively, the "Bonds") to finance the EMS Facility Project. The use of tax increment financing to pay a portion of the debt service payments on the Bonds will lessen the burden on individual tax payers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area. It is not feasible for the City to issue general obligation indebtedness for the EMS Facility Project without the ability to assure the taxpayers of the City that tax increment financing will be available to assist with a portion of the debt service on the Bonds.

* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the EMS Facility Project.

* Grants: The City intends to continue to apply for available grants to assist in paying the costs of the EMS Facility Project.

11) Identification of Projects. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project descriptions:

A.

Name of Project: Downtown Landscaping

Date of Council Approval of Project: September 18, 2023

Description of Project and Project Site: The City will provide landscaping and planters throughout the downtown area, including City Park, to serve downtown commercial enterprises and City Park.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Downtown Landscaping Project with borrowed funds or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues will not exceed \$150,000 for Fiscal Years 2023; 2024; 2025; 2026; 2027; and 2028, plus any interest expense incurred on the Obligations

B.

Name of Project: City Park Project

Date of Council Approval of Project: September 18, 2023

Description of Project and Project Site: The City Park Project will consist of the reconstruction of City Park, implementing the City Park Master Plan, which includes grading, construction of a splash pad, development of play amenities, construction of restroom facilities, a shelter house, a performance pavilion, and certain infrastructure improvements, all of which will enhance the commercial activities in the downtown area in the Urban Renewal Area. The completed City Park Project will have a direct, positive impact on increased and improved commercial development in the Urban Renewal Area through the provision of enhanced public recreational infrastructure in the City and the improved space in which commerce occurs during regular intervals.

Description of Properties to be Acquired in Connection with the Project: The City currently owns real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Infrastructure Project.

Description of Use of TIF for the Project: It is anticipated that the City will conduct the project in phases and pay for the City Park Project with borrowed funds or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues for the City Park Project will not exceed \$4,000,000, plus any interest expense incurred on the Obligations.

Analysis of Use of TIF: In accordance with the requirement of Section 403.5(2)(b)(1) of the Code of Iowa, the City has analyzed its proposed use of incremental property tax revenues for the funding of the City Park Project and alternative development and funding options for the City Park Project. The results of that analysis are summarized as follows:

A) Alternate Development Options: The City Council has determined that provision of superior recreational facilities are essential to the economic development of the City. Promoting other types of development at City Park to the exclusion of the City Park Project will not meet the public need being addressed by the City Park Project.

B) Alternate Financing Options:

* Local Option Sales and Services Tax Revenues: Local Option Sales and Services Tax Revenues are unavailable to assist with the City Park Project because such Revenues have been allocated to other projects in the City.

* General Fund: The City's General Fund reserves are fully committed to maintain the operational integrity of the City. The City cannot access its General Fund to pay for additional costs of the City Park Project funding without risking unsound fiscal practice.

* Capital Improvements Levy: The City does not have a Capital Improvements Levy available for the purpose of funding the City Park Project, and the imposition of such additional levy would require a successful referendum, which is not feasible at this time.

* Debt Service Levy: The City will use its urban renewal authority to aid in the authorization of general obligations bonds (collectively, the "Bonds") to finance the City Park Project. The use of tax increment financing to pay a portion of the debt service payments on the Bonds will lessen the burden on individual tax payers that would result from a spike in the debt service levy rate and will shift that burden onto valuation increases resulting from the City's successful economic development initiatives in the Urban Renewal Area. It is not feasible for the City to issue general obligation indebtedness for the City Park Project without the ability to assure the taxpayers of the City that tax increment financing will be available to assist with a portion of the debt service on the Bonds.

* Utility Surpluses: The City does not have identified surpluses in its sewer and/or water utility funds that could aid in the funding of the City Park Project.

C.

Name of Project: Recreational Trail Improvements and Economic Development Project (Landus)

Date of Council Approval of Project: September 18, 2023

Description of Project and Project Site: The Recreational Trail Improvements and Economic Development Project (the “Landus” Project) will consist of the extension of the Chichaqua Recreational Trail on certain real property situated north and south of 2nd Street NE, east of Main Street NE, and north of Railroad Street in the Urban Renewal Area. It will also include studies, planning, and prospective infrastructure improvements to help redevelop the area.

It is anticipated that the completed Project will have a positive impact on commerce in the Urban Renewal Area through the provision of enhanced infrastructure and recreational amenities.

Description of Properties to be Acquired in Connection with Project: The City will acquire such real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Landus Project with borrowed funds and/or the proceeds of an internal advance of City funds on-hand. In any case, the City’s obligations (the “Obligations”) will be repaid with incremental property tax revenues derived from the Urban Renewal Area. It is anticipated that the City’s use of incremental property tax revenues for the Trail Improvements Project will not exceed \$2,000,000, plus any interest expense incurred on the Obligations.

D.

Name of Project: Central District Stormwater Improvements

Date of Council Approval of Project: September 18, 2023

Description of Project and Project Site: The Central District Stormwater Improvements Project (the “CDS Project”) provides for the planning, design, and construction of the realignment and expansion of Grant Street S and the first phase of the Central District Stormwater Improvements, as identified in the Master Plan adopted by the City Council in November 2022.

Description of Properties to be Acquired in Connection with the Project: The City will acquire such real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the CDS Project with borrowed funds or the proceeds of an internal advance of City funds on-

hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues will not exceed \$30,000,000 for Fiscal Years 2023; 2024; 2025; 2026; 2027; 2028; 2029; and 2030, plus any interest expense incurred on the Obligations.

E.

Name of Project: 2nd Street NE, NW Reconstruction and Expansion/Truman Street Extension

Date of Council Approval of Project: September 18, 2023

Description of Project and Project Site: The 2nd Street NE, NW Reconstruction and Expansion/Truman Street Extension Project (the "Project") provides for the planning, design, and construction of 2nd Street NE, NW and the portion of Truman Street that lies within the future commercial zoning area of the Bondurant Urban Renewal Area.

Description of Properties to be Acquired in Connection with the Project: The City will acquire such real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Project with borrowed funds or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues will not exceed \$5,800,000 for Fiscal Years 2024; 2025; 2026; 2027; and 2028, plus any interest expense incurred on the Obligations.

F.

Name of Project: 16th Street NE/HWY 65/NE 88th Street Infrastructure Improvements

Date of Council Approval of Project: September 18, 2023

Description of Project and Project Site: The 16th Street NE/HWY 65/NE 88th Street Infrastructure (the "16th St Infrastructure Project") provides for the planning, design, and construction of 16th Street NE/HWY 65 street and intersection improvements.

Description of Properties to be Acquired in Connection with the Project: The City will acquire such real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the 16th St Infrastructure Project with borrowed funds or the proceeds of an internal advance of City funds on-hand. In any case, the City's obligations (the "Obligations") will be repaid

with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues will not exceed \$6,000,000 for Fiscal Years 2024; 2025; 2026; 2027; and 2028, plus any interest expense incurred on the Obligations.

G.

Name of Project: Oleson Drive Underpass Project

Date of Council Approval of Project: September 18, 2023

Description of Project and Project Site: The Oleson Drive Underpass Project (the “Underpass Project”) provides for the planning, design, and construction of an underpass under Oleson Drive, connecting commercial areas for economic development.

Description of Properties to be Acquired in Connection with the Project: The City will acquire such real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Underpass Project with borrowed funds or the proceeds of an internal advance of City funds on-hand and grant funds. In any case, the City's obligations (the “Obligations”) will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues will not exceed \$1,500,000, plus any interest expense incurred on the Obligations.

H.

Name of Project: Park Side Trail Connection Project

Date of Council Approval of Project: September 18, 2023

Description of Project and Project Site: The Park Side Trail Connection Project (the “Park Side Project”) provides for the planning, design, and construction of a trail to extend through the Bondurant Recreational Sports Complex.

Description of Properties to be Acquired in Connection with the Project: The City will acquire such real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Project.

Description of Use of TIF for the Project: It is anticipated that the City will pay for the Park Side Project with borrowed funds or the proceeds of an internal advance of City funds on-hand and grant funds. In any case, the City's obligations (the “Obligations”) will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues will not exceed \$500,000, plus any interest expense incurred on the Obligations, for Fiscal Years 2023; 2024; and 2025.

I.

Name of Project: Site Readiness Program

Date of Council Approval of Project: September 18, 2023

Description of Program: To facilitate economic development and promote industrial and commercial valuation growth, the City will collaborate with property owners to prepare commercial and/or industrial sites for development and/or pursue site certification status through the Iowa Economic Development Authority or the Greater Des Moines Partnership Site Readiness program. The “Site Readiness Program” will include staff time; consultant and engineer work, including professional services contracts; filing fees; and a variety of studies, as well as other work necessary to advance site readiness.

Description of Properties to be Acquired in Connection with the Program: The City will acquire such real estate, easement territory, and rights-of-way as are necessary to successfully undertake the Site Readiness Program. While the City does not anticipate acquiring property, it may be necessary to acquire temporary easements or other permissions for various testing that must occur as part of a due diligence effort.

Description of Use of TIF for the Program: It is anticipated that the City will pay for the Site Readiness Program with borrowed funds or the proceeds of an internal advance of City funds on-hand and grant funds. In any case, the City's obligations (the “Obligations”) will be repaid with incremental property tax revenues to be derived from the Urban Renewal Area. It is anticipated that the City's use of incremental property tax revenues will not exceed \$500,000, plus any interest expense incurred on the Obligations, for Fiscal Years 2023; 2024; and 2025.

12) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$20,498,744</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed debt to be incurred under the September, 2023 Amendment*:	<u>\$ 57,670,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council. **Additionally, this reflects projects set to occur over a period of multiple fiscal years. The amount contained herein is also an estimate for debt and is a not-to-exceed amount.**

EXHIBIT A
Legal Description
Expanded Bondurant Urban Renewal Area
(September, 2023 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

CENTRAL DISTRICT STORMWATER IMPROVEMENTS/GRANT STREET S
REALIGNMENT

Commencing at a point on the north line of the northwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian located 1,067.3 feet west of the northeast corner of the northwest fractional $\frac{1}{4}$ of said Section 6; thence south along a line parallel to and 1,067.3 feet west of the east line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning; thence south along a line parallel to and 1,067.3 feet west of the east line of the northwest fractional $\frac{1}{4}$ of said Section 6 to a point on the south line of the northwest fractional $\frac{1}{4}$ of said Section 6; thence north along the east line of the northeast fractional $\frac{1}{4}$ of Section 1, Township 79 North, Range 23 West to a point 398 feet south of the north line of the south 81.5 acres of the northeast fractional $\frac{1}{4}$ of said Section 1; thence west to the point of intersection with the easterly right-of-way of NE Hubbell Avenue; thence northeasterly along the southeasterly right-of-way line of NE Hubbell Avenue to the point of intersection with the west line of the northwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian; thence north along the west line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the point of intersection with the northeasterly right-of-way line of NE Hubbell Avenue; thence northeasterly along the northwesterly right-of-way line of NE Hubbell Avenue to the point of intersection with the north line of the northwest fractional $\frac{1}{4}$ of said Section 6; thence east along the north line of the northwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning

And

Parcel A of the north $\frac{1}{2}$ of the southwest fractional $\frac{1}{4}$ of Section 6, Township 79 North, Range 22 West of the 5th Principal Meridian described as follows:

Beginning 792.61 feet south of the northwest corner of the southwest fractional $\frac{1}{4}$ of said Section 6; thence east 292.89 feet; thence south 118.46 feet; thence west 294.23 feet; thence north 123.52 feet along the west line of the southwest fractional $\frac{1}{4}$ of said Section 6 to the Point of Beginning.

EXHIBIT B
Legal Description
Expanded Bondurant Urban Renewal Area
(September, 2023 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

LANDUS AND SISSON AREA

Beginning at the point of intersection of the south right-of-way line of 2nd Street NE and the east line of Parcel L of the northwest quarter of Section 31, Township 80 North, Range 22 West of the 5th Principal Meridian, recorded in Book 14493 Page 751 in the Office of the Polk County Recorder; thence south along the east line of said Parcel L to the southeast corner of said Parcel L; thence southwesterly along the southerly line of the former railroad right-of-way a distance of 514.69 feet to the west corner of said Parcel L; thence southwesterly along the southerly line of the former railroad right-of-way to the point of intersection of a line extending from the east right-of-way line of Lincoln Street SE at the south line of Railroad Street to the centerline of Lincoln Street SE and the centerline of 2nd Street NE; thence northerly along said line to the point of intersection with the south right-of-way line of 2nd Street NE; thence east along the south right-of-way line of 2nd Street NE to the Point of Beginning.

EXHIBIT B-1
Description of Blighted Descriptions
(September, 2023 Addition)

LANDUS AND SISSON AREA

There are documented structural deficiencies on some of the structures on the properties. Additionally, some of the buildings are abandoned. There is visible and physical decline of the property and the structures on the property. Facilities on the property have been identified as Below Normal condition by the Polk County Assessor. Current uses of the properties are inconsistent with the future land use plan and incompatible with the surrounding neighborhoods. The City routinely receives nuisance complaints from residents regarding the properties.

EXHIBIT C
Legal Description
Expanded Bondurant Urban Renewal Area
(September, 2023 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

MYERS 2 AREA

Beginning at the Southwest Corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian; thence east along the south line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the southeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the northeast corner of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the northwest corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32; thence north along the east line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32 to the northeast corner of the south 10 acres of Lots 1 and 2 of the Official Plat of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32; thence west along the north line of the south 10 acres of said Lots 1 and 2 to the northwest corner of said Lots 1 and 2; thence south along the west line of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of said Section 32 to the northwest corner of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence south along the west line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to a point 1,071.65 feet north of the south line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence east 283.5 feet; thence south along a line parallel to and 283.5 feet east of the west line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to a point on the south line on the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence west along the south line of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the southwest corner of the northwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32; thence south along the west line of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of said Section 32 to the Point of Beginning.

EXHIBIT D
Legal Description
Expanded Bondurant Urban Renewal Area
(September, 2023 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

16TH STREET NE CORRIDOR

Beginning at the north quarter corner of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian; thence east along the north line of said Section 29 to the northeast corner of said Section 29; thence east along the north line of Section 28, Township 80 North, Range 22 West of the 5th Principal Meridian; to a point on the east right-of-way line of U.S. Highway 65; thence southwesterly along the southeasterly right-of-way line of U.S. Highway 65 to the point of intersection with the east right-of-way line of NE 88th Street; thence south along the east right-of-way line of NE 88th Street to the point of intersection with the former right-of-way of the Chicago Great Western Railway; thence southwesterly along the northerly line of the former right-of-way of the Chicago Great Western Railway to the west line of the right-of-way of NE 88th Street; thence north along the west right-of-way line of NE 88th Street to the point of intersection with the north line of Parcel 2017-2043 recorded in Book 16480 Page 392 in the Office of the Polk County Recorder; thence west 637 feet along the north line of said Parcel 2017-43 to the northwest corner of said Parcel 2017-2043; thence south along the west line of said Parcel 2017-2043 to the northerly line of the former right-of-way of the Chicago and Great Western Railway; thence southwesterly along the northerly right-of-way line of the former railroad right-of-way to the southeast corner of Parcel E, recorded in Book 11311, Page 218; thence north along the east line of said Parcel E to the point of intersection with southeasterly right-of-way of U.S. Highway 65; thence northerly across the right-of-way of Highway 65 to the point of intersection of the northwesterly right-of-way of U.S. Highway 65 and the northeast corner of Parcel G, recorded in Book 12783, Page 295; thence westerly along the northerly line of Parcel G to the west line of the northeast quarter of Section 29, Township 80 North, Range 22 West of the 5th Principal Meridian; thence north along the west line of the northeast quarter of said Section 29 to the Point of Beginning.

EXHIBIT E
Legal Description
Expanded Bondurant Urban Renewal Area
(September, 2023 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

BONDURANT-FARRAR COMMUNITY SCHOOL DISTRICT

Beginning at the south quarter corner of Section 30, Township 80 North, Range 22 West of the 5th Principal Meridian; thence north along the east line of the southwest quarter of said Section 30 a distance of 40 feet to the north right-of-way line of 15th Street SE; then west along the north line of the right of way of 15th Street SE to a point located 520 feet east of the west line of the east one-half of the southwest quarter of said Section 30; thence north 963 feet; thence west 520 feet to a point on the west line of the east one-half of the southwest quarter of said Section 30; thence north along the west line of the east one-half of the southwest quarter of said Section 30 to the northwest corner of the east one-half of the southwest quarter of said Section 30; thence east along the north line of the east one-half of the southwest quarter of said Section 30 to the Center of said Section 30; thence south along the east line of the southwest quarter of said Section 30 to the Point of Beginning.

EXHIBIT F
Legal Description
Expanded Bondurant Urban Renewal Area
(September, 2023 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

GHOLDS SOUTH

Beginning at the north quarter corner of Section 7, Township 79 North, Range 22 West of the 5th Principal Meridian; thence east along the north line of said Section 7 to a point 385 feet east of the northeast corner of said Section 7, said point being the westerly boundary of the Interstate 80 right-of-way, said point also being located on the east corporate limits of the City of Bondurant; thence southerly and continuing southwesterly along the westerly and northerly right-of-way line of Interstate 80 to the west line of the northeast quarter of said Section 7; thence north along the west line of the northeast quarter of said Section 7 to the Point of Beginning.

EXHIBIT G
Legal Description
Expanded Bondurant Urban Renewal Area
(September, 2023 Addition)

Certain real property situated in the City of Bondurant, Polk County, State of Iowa more particularly described as follows:

TIMMINS

Beginning at the southwest corner of Outlot Z, an Official Plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence north along the west line of said Outlot Z to the northwest corner of said Outlot Z; thence east along the north line of said Outlot Z to the northwest corner of Lot 1, Timmons Acres, an Official Plat in and forming a part of the City of Bondurant, Polk County, Iowa; thence east along the north line of said Lot 1 to the northeast corner of said Lot 1, said point also being located on the west right-of-way line of Eisenhower Drive SE; thence north along the west right-of-way line of Eisenhower Drive SE to the point of intersection with the south right-of-way line of 15th Street SE; thence west along the south right-of-way line of 15th Street SE to the west line of the northeast fractional one-quarter of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian; thence north to the north quarter corner of said Section 5; thence north along the west line of the southeast quarter of Section 32, Township 80 North, Range 22 West of the 5th Principal Meridian to the point of intersection with the north right-of-way line of 15th Street SE; thence east along the north right-of-way line of 15th Street SE to the east line of said Section 32; thence south along the east line of said Section 32 to the southeast corner of said Section 32; thence east along the north line of Section 4, Township 79 North, Range 23 West of the 5th Principal Meridian a distance of 33 feet; thence south to a point on the south right-of-way line of 15th Street SE said point also being the east right-of-way line of Eisenhower Drive SE; thence south along the east right-of-way line of Eisenhower Drive SE to the north line of the southwest quarter of said Section 4; thence east along the north line of the southwest quarter of said Section 4 to the Center of said Section 4; thence south along the east line of the southwest quarter of said Section 4 to the northerly right-of-way line of Interstate Highway 80; thence southwesterly along the northerly right-of-way line of Interstate 80 to the west line of the southwest quarter of said Section 4; thence north along the west line of the southwest quarter of said Section 4 to the southeast corner of Parcel A of the southeast quarter of Section 5, Township 79 North, Range 22 West of the 5th Principal Meridian as recorded in Book 9521 Page 12 in the office of the Polk County Recorder; thence west 33 feet along the south line of said Lot A to the point of intersection with the east line of Outlot Z of Timmons Acres; thence southwesterly along the south line of said Outlot Z to the Point of Beginning.



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

Item No. 6.k.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution approving pay request no. 1 to KLC Construction, LLC for the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project in the amount of \$237,508.32

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #1 in the amount of \$237,508.32 related to the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project...

This pay application has been reviewed by City Staff and Engineers from Veenstra & Kim for accuracy and is for stored materials for the project. As a reminder, this is the water main project that will serve the new water tower once constructed.

FUNDING SOURCE: SRF Funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-165
2. Pay Request No. 1

CITY OF BONDURANT
RESOLUTION NO. 230821-165

RESOLUTION APPROVING PAY REQUEST NO. 1 TO KLC CONSTRUCTION LLC.
FOR THE 15th STREET and NE 88th STREET/32nd ST SE and JORIE WAY WATER
MAIN PROJECT IN THE AMOUNT OF \$237,508.32

WHEREAS the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project Pay Request No. 1 was submitted on August 16th, 2023; AND

WHEREAS the pay request no. 1 is for stored materials on the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project; AND

WHEREAS City Staff and engineers from Veenstra & Kimm 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 KLC Construction LLC. in the amount of \$237,508.32 hereby approved.

Passed this 21st day of August 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				



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

August 16, 2023

Marketa Oliver
City Administrator
City of Bondurant
200 Second Street NE
P.O. Box 37
Bondurant, Iowa 50035

BONDURANT, IOWA
15TH STREET SE & NE 88TH STREET WATER MAIN
32ND STREET SE & JORIE WAY WATER MAIN
PARTIAL PAYMENT ESTIMATE NO. 1

Enclosed is a copy of Partial Payment Estimate No. 1 for the 15th Street SE & NE 88th Street Water Main and 32nd Street SE & Jorie Way Water Main project under the contract between the City of Bondurant and KLC Construction, LLC. Partial Pay Estimate No. 1 is for the period ending August 11, 2023, and is for stored materials. Stored material invoices are also enclosed.

If you have any questions or comments concerning the project, please contact the writer at 515-669-7768.

VEENSTRA & KIMM, INC.

A handwritten signature in blue ink, appearing to read 'Callin Hornsby', is written over a faint, larger signature.

Callin Hornsby

CRH
428109
cc: Megan Loynachan – KLC Construction (electronic)

Date: August 16, 2023

PAY ESTIMATE NO. 1

Project Title	15th Street SE & NE 88th Street Water Main 32nd Street SE & Jorie Way Water Main		Contractor	KLC Construction 2235 Payton Road Corydon, IA 50060
Original Contract Amount & Date	\$1,995,059.00	May 22, 2023	Pay Period	July 19, 2023 to August 11, 2023

BID ITEMS

[illegible]

[illegible]

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$1,995,059.00	\$ -
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 1,995,059.00	\$ -
Materials Stored		\$	250,008.76
Value of Completed Work and Materials Stored		\$	250,008.76
Less Retained Percentage (5%)		\$	12,500.44
Net Amount Due This Estimate		\$	237,508.32
Less Estimate(s) Previously Approved	No.1		
	No.2		
	No.3		
	No.4		
	No.5		
	No.6		
	No. 7		
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved		\$	-
		Amount Due This Estimate	\$ 237,508.32

The amount \$ 237,508.32 is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By:	Recommended By:	Approved By:
KLC Construction, LLC	Veenstra & Kimm, Inc.	City of Bondurant
Signature: <i>Megan Hamacher</i>	Signature: <i>Callin Hornsby</i>	Signature:
Name: <i>Megan Hamacher</i>	Name: Callin Hornsby	Name:
Title: <i>Owner</i>	Title: Project Manager	Title:
Date: <i>8/15/23</i>	Date: <i>8/16/2023</i>	Date:

Invoice

Page 1 of 1

**MUNICIPAL SUPPLY, INC.***Municipal, Contractor, and Industrial Supplies*

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

After Hours: (515)262-1300, Option 5

INVOICE NUMBER: 0880260-IN

INVOICE DATE: 8/8/2023

ORDER NUMBER: 0152558

ORDER DATE: 8/4/2023

SHIP DATE: 8/4/2023

SALESPERSON: PETE SETTINI

CUSTOMER NO: 10-KLCCONS

SOLD TO:

K L C CONSTRUCTION, LLC**PO BOX 736****CHARITON, IA 50049**

SHIP TO:

K L C CONSTRUCTION, LLC**15TH ST & NE 80TH ST****Bondurant, IA 50035**

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA DIRECT		TERMS NET 30 DAYS		
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
*121-01 12" DR18 C900 PVC PIPE	EACH	20,520.00	3,920.00	16,600.00	44.25	173,460.00

ORDER# 152558

PLEASE REMIT TO:
 1550 NE 51ST Avenue
 DES MOINES, IA 50313

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
 WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 173,460.00

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 173,460.00

Invoice

Page 1 of 4



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

After Hours: (515)262-1300, Option 5

INVOICE NUMBER: 0880762-IN

INVOICE DATE: 8/11/2023

ORDER NUMBER: 0152294

ORDER DATE: 8/2/2023

SHIP DATE: 8/4/2023

SALESPERSON: PETE SETTIMI

CUSTOMER NO: 10-KLCCONS

SOLD TO:

K L C CONSTRUCTION, LLC

PO BOX 736

CHARITON, IA 50049

SHIP TO:

K L C CONSTRUCTION, LLC

NE 72ND & 32ND SW

KENT 641-203-2081

Bondurant, IA 50035

BUYER:

CUSTOMER P.O.		JOB NAME		SHIP VIA		TERMS	
		BONDURANT		OT #21 SS		NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT	
3KE12002020100 12" DR18 C900 RJ CERTALOK ILB	FOOT	320.00	320.00	0.00	59.05	18,896.00	
*121-01 12 X 12 MJ TAP SLEEVE USA	EACH	1.00	1.00	0.00	2,975.00	2,975.00	
MEDALT MED 5 1/4 3W 6BY 6MJ RED W/STZ	EACH	4.00	4.00	0.00	3,926.62	15,706.48	
12MJ-OL 12" MJ VALVE OL	EACH	6.00	6.00	0.00	3,016.66	18,099.96	
6MJ-OL 6" MJ VALVE OL	EACH	4.00	4.00	0.00	959.91	3,839.64	
145028 36B SCREW VLV BOX BOTTOM DOMES	EACH	10.00	10.00	0.00	115.92	1,159.20	
145059 #60 SCREW VALVE BOX EXT DOMEST	EACH	10.00	10.00	0.00	88.70	887.00	

Continued

Invoice

Page 2 of 4



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

After Hours: (515)262-1300, Option 5

INVOICE NUMBER: 0880762-IN

INVOICE DATE: 8/11/2023

ORDER NUMBER: 0152294

ORDER DATE: 8/2/2023

SHIP DATE: 8/4/2023

SALESPERSON: PETE SETTIMI

CUSTOMER NO: 10-KLCCONS

SOLD TO:

K L C CONSTRUCTION, LLC

PO BOX 736

CHARITON, IA 50049

SHIP TO:

K L C CONSTRUCTION, LLC

NE 72ND & 32ND SW

KENT 641-203-2081

Bondurant, IA 50035

BUYER:

CUSTOMER P.O.	JOB NAME BONDURANT	SHIP VIA OT #21 SS			TERMS NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
144953	EACH	10.00	10.00	0.00	119.53	1,195.30
26T SCREW VLV BOX TOP DOMESTIC						
145325	EACH	10.00	10.00	0.00	21.17	211.70
5 1/4" DROP LID-WATER DOMESTIC						
TYPE EVBA	EACH	6.00	6.00	0.00	48.45	290.70
TYPE E VALVE BOX ADAPTER II						
TYPE CVBA	EACH	4.00	4.00	0.00	56.55	226.20
TYPE C VLV BOX ADPT 6-8" CLOW,						
*121-01	EACH	4.00	4.00	0.00	627.00	2,508.00
12 X 6 SWIVEL TEE USA						
*121-01	EACH	4.00	4.00	0.00	293.00	1,172.00
6 X 24 ANCHOR CPLG USA						
*121-01	EACH	2.00	2.00	0.00	485.00	970.00
12 MJ 45 BEND USA						

Continued

Invoice

Page 3 of 4



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

WATS (800) 747-2025

After Hours: (515)262-1300, Option 5

INVOICE NUMBER: 0880762-IN

INVOICE DATE: 8/11/2023

ORDER NUMBER: 0152294

ORDER DATE: 8/2/2023

SHIP DATE: 8/4/2023

SALESPERSON: PETE SETTIMI

CUSTOMER NO: 10-KLCCONS

SOLD TO:

K L C CONSTRUCTION, LLC

PO BOX 736

CHARITON, IA 50049

SHIP TO:

K L C CONSTRUCTION, LLC

NE 72ND & 32ND SW

KENT 641-203-2081

Bondurant, IA 50035

BUYER:

CUSTOMER P.O.		JOB NAME		SHIP VIA		TERMS	
		BONDURANT		OT #21 SS		NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT	
E-2012PV 12" MEGALUG FOR PVC/C900	EACH	25.00	25.00	0.00	125.50	3,137.50	
75C400BTH1F-S 3/4" X 4" CORE BLUE T-BOLT W/N	EACH	400.00	400.00	0.00	6.45	2,580.00	
6649.12 12" MJ GASKET	EACH	30.00	30.00	0.00	14.90	447.00	
6649.06 6" MJ GASKET	EACH	30.00	30.00	0.00	7.70	231.00	
12-BLUE-500 #12 BLUE SOLID PE45 TRACER WIR	FOOT	5,000.00	1,000.00	4,000.00	0.28	280.00	
1245B-500 #12 BLUE SOLO SHOT 500' ROLL	FOOT	1,000.00	1,000.00	0.00	0.27	270.00	
90220 DIRECT BURY LUG - 5 PER BAG	BAGS	5.00	5.00	0.00	47.50	237.50	

Continued

Invoice

Page 4 of 4



MUNICIPAL SUPPLY, INC.

Municipal, Contractor, and Industrial Supplies

1550 N.E. 51st Avenue Des Moines, Iowa 50313

PH: (515) 262-1300 FAX: (515) 262-6662

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KENT 641-203-2081

Bondurant, IA 50035

BUYER:

CUSTOMER P.O.	JOB NAME	SHIP VIA			TERMS	
	BONDURANT	OT #21 SS			NET 30 DAYS	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
TW-18 TW-18 TRACER WIRE BOX	EACH	4.00	4.00	0.00	22.00	88.00
27BLUEWRAP 27" X 440' BLUE POLY WRAP	FOOT	880.00	880.00	0.00	0.75	660.00
TA-33-PW21 ROLL 2" X 100' POLY PIPE TAPE	EACH	12.00	12.00	0.00	7.60	91.20
LUBE-GAL EASE ON GAL PIPE LUBE	EACH	12.00	12.00	0.00	20.36	244.32
LUBE MOP LUBE MOP	EACH	12.00	12.00	0.00	3.25	39.00
25-GRAN 25# PAIL GRANULAR CHLORINE	EACH	1.00	1.00	0.00	82.00	82.00
5-GRAN 5# JAR GRANULAR CHLORINE	EACH	1.00	1.00	0.00	24.06	24.06

ORDER # 152294

PLEASE REMIT TO:
1550 NE 51ST Avenue
DES MOINES, IA 50313

A SERVICE CHARGE OF 1 1/2% WITH A MINIMUM OF \$1.00 PER MONTH
WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.

Net Invoice: 76,548.76

Freight: 0.00

Sales Tax: 0.00

Invoice Total: 76,548.76



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

Item No. 6.I.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution to appoint Ethan Pitt to the Board of Adjustment

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City is in receipt of Jason Vore's resignation from the Board of Adjustment. Vore is now serving on the City's Planning and Zoning Commission. The City advertised the vacant Board of Adjustment seat and received one application, Ethan Pitt. Pitt's term will expire on 12/31/2026 unless renewed.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Staff recommends approving the appointment of Ethan Pitt to the Board of Adjustment.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-166

CITY OF BONDURANT
RESOLUTION NO. 230821-166

RESOLUTION APPOINTING ETHAN PITT TO THE BOARD OF ADJUSTMENT

WHEREAS the Board of Adjustment is comprised of 5 members, appointed by the City Council; AND

WHEREAS the City is in receipt of Jason Vore's resignation from the Board of Adjustment; AND

WHEREAS the current term of the newly appointed member will expire 12/31/2026, unless renewed; AND

WHEREAS, all members of the Board shall serve without compensation, except their actual expenses, which shall be subject to the approval of the Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointment of Ethan Pitt to the Board of Adjustment is hereby approved as presented.

Passed this 21st day of August 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.m.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution entering into an Intergovernmental Agreement with Polk County regarding Polk County's Urban County designation for participation in the Community Development Block Grant Program for 2023-2025

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: As noted on the August 7, 2023 agenda, Polk County is in the process of qualifying for designation as an Urban County to reinstate the Community Development Block Grant (CDBG) program through the US Department of Housing and Urban Development (HUD). This designation applies to the Fiscal Years 2023-2025. Polk County encourages the City of Bondurant to participate in the CDBG program for the benefit of low-and moderate income residents. If the City is interested in participating as a unit of general local government, Polk County will provide a draft intergovernmental agreement for review and execution by the City's elected official. The agreement will allow the County to fund eligible projects within the jurisdictional limits and residents will be eligible to receive assistance through CDBG funded programs. If Bondurant elects to participate in the Polk County CDBG program, the City will not be eligible to apply for CDBG funding through the State of Iowa while the City of Bondurant is a partner in Polk County's Urban County designation. If the City of Bondurant elects not to participate, residents or non-profit organizations located in Bondurant will not be eligible to benefit from CDBG funding under this Polk County CDBG program.

Staff had a phone call with Sean Bagniewski, Polk County Federal Grants Administrator, to learn more about the County's program. If Polk County receives this designation, it is anticipated they will receive \$1 million in grant funding each year that then must be distributed out to contributing areas. Polk County will review project requests on a competitive basis. Polk County is still in the process of drafting their 5-Year Consolidated Plan which will include further information on program priorities/focus areas. It is anticipated Bondurant could have more success going after CDBG funds the this Polk County designation versus competing against other communities at the State-level.

Entering into this intergovernmental agreement is consistent with Action Item 8A of the 2022 Building Bondurant Comprehensive Plan, which reads: *explore the long-term*

need of an additional housing and/or neighborhood rehabilitation or revitalization programs that may be appropriate for possible vulnerable residential neighborhoods in Bondurant.

On August 7, 2023, the City Council approved a resolution of intent to enter into an Intergovernmental Agreement with Polk County regarding Polk County's Urban County designation for participation in the Community Development Block Grant Program for 2023-2025. The draft Intergovernmental Agreement was not yet available to the City at the time of the August 7th meeting, thus a resolution of intent to enter into an agreement was approved. The attached resolution approves the actual Intergovernmental Agreement.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-167
2. Intergovernmental Agreement CDGG v2

CITY OF BONDURANT
RESOLUTION NO. 20230821-167

RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT
WITH POLK COUNTY REGARDING POLK COUNTY'S URBAN COUNTY
DESIGNATION FOR PARTICIPATION IN THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM FOR 2023-2025

WHEREAS, on August 7, 2023, the Bondurant City Council approved a resolution of intent to enter into an intergovernmental agreement with Polk County regarding Polk County's Urban County Designation for participation in the Community Development Block Grant Program for 2023-2025; AND

WHEREAS, the intergovernmental agreement was not available for the August 7, 2023, Council meeting but is now enclosed as part of this agenda statement/resolution; AND

WHEREAS, Polk County is currently in the process of qualifying for designation as an Urban County to reinstate the Community Development Block Grant (CDBG) program through the US Department of Housing and Urban Development (HUD); AND

WHEREAS, Polk County encourages the City of Bondurant to participate in the CDBG program for the benefit of low-and moderate income residents; AND

WHEREAS, if the City is interested in participating as a unit of general local government, Polk County will provide a draft intergovernmental agreement for review and execution by the City's elected official; AND

WHEREAS, the intergovernmental agreement will be due back to Polk County by September 4, 2023; AND

WHEREAS, if the City elects not to participate, residents and non-profit organizations located in Bondurant will not be eligible to benefit from CBDG funding under this Polk County CDBG program; AND

WHEREAS, participation by the City of Bondurant is consistent with Action Item 8A of the Building Bondurant Comprehensive Plan, which reads: *Explore the long-term need of an additional housing and/or neighborhood rehabilitation or revitalization programs that may be appropriate for possible vulnerable residential neighborhoods in Bondurant.*

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Intergovernmental Agreement with Polk County is hereby approved.

Passed this 21st day of August 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				

**INTERGOVERNMENTAL AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR
FEDERAL FISCAL YEARS 2023-2025 ADMINISTERED BY THE U.S. DEPARTMENT
OF HOUSING AND URBAN DEVELOPMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("Amended Agreement") is made and executed this _ day of _; 2023 by and between the County of Polk,, a governmental entity and subdivision of the State of Iowa ("County"), and the City of _ ("City"), located in Polk County; State of Iowa. The County and City may hereinafter be referred to individually as "Party" or collectively as the "Parties."

RECITALS

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 ("Act") (as last amended and supplemented), permitting and providing for the participation of the federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, mainly for persons of low and moderate income, this objective to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Act; and

WHEREAS, the rules and regulations governing the Community Development Block Grant ("CDBG") Program issued by HUD to implement the Act and published in 24 C.F.R, Part 570 ("Regulations") provide that a county must qualify as an "Urban County", as defined therein, and submit a request for funding now known as the Annual Action Plan or a five (5) year Consolidated Plan with an Annual Action Plan component, when required, on the projected use of the funds to HUD each year in order to be eligible to receive CDBG funds and that cities and units of local government within an Urban County may join an Urban County by cooperation agreement and thereby be considered a part of the Urban County and be included in the Urban County's Community Development Block Grant ("CDBG") Program; and

WHEREAS, Polk County, Iowa qualifies and intends to begin operating as an Urban County for the federal fiscal years (FYs) 2024-2026 based on HUD CPD Notice 23-02; Instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years 2024-2026; and

WHEREAS a determination has been made by HUD that the County is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted to the County pursuant to C.R.S. §§ 29-3-101 to 123; §§ 30-11-101 and 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422; and

WHEREAS, a determination has been made by HUD that the County, acting by and through the Polk County Board of Supervisors, is authorized to undertake essential housing activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted the County pursuant to C.R.S. § 29-1- 204.5; and

WHEREAS, it is recognized that the County does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of the City and, therefore, its ability to conduct the CDBG Program in the City is limited by the requirement that it must obtain permission from the City to perform certain kinds of activities therein, and accordingly, in order for the City to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG funds, it is required by the Regulations that the City and the County

enter into a cooperation agreement wherein the City authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community development and housing assistance activities, specifically including urban renewal and publicly assisted housing, within the boundaries of the City as may be approved and authorized in the County's annual grant agreements with HUD; and

WHEREAS, the participating City understands that by executing this Agreement it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG Program; and

WHEREAS, Under general provisions of Iowa law governing contracting between governmental entities and by virtue of specific authority granted by C.R.S. § 29 1-203, any two or more political subdivisions of the state may enter into agreements with one another for joint or cooperative action and any one or more political subdivisions entering into the contract is authorized by law to perform; and

WHEREAS the City now desires to become a participating jurisdiction under the County's status as an Urban County; and

WHEREAS, accordingly, the parties hereto have determined that it will be mutually beneficial and in the general public interest to enter into this Agreement regarding the conduct of the CDBG Program; and

WHEREAS, the Polk County Board of Supervisors will adopt the Intergovernmental Agreement regarding the Community Development Block Grant program for federal Fiscal Years 2024-2026 administered by the U.S. Department of Housing and Urban Development ("Original Agreement"); and

WHEREAS, all other provisions contained in the Original Agreement remain unchanged; and

NOW, THEREFORE, in consideration of the premises set forth above and the mutual obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

RESPONSIBILITIES OF THE CITY

A. City and County Cooperation

The City will cooperate and work with the County in the preparation of detailed projects and other activities to be conducted or performed within the City during the federal program years this Agreement is in effect.

The City will also cooperate with the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City. The finalized projects and activities will be included in the County's Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, for said year. The City understands and agrees, however, that the County shall have final responsibility for the selection of all projects and activities to be included in the grant request and for submission of the request.

The City shall cooperate fully with the County in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City as may be approved and authorized in: (1) the County's CDBG agreements, including the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required; and (2) Subrecipient Agreements.

B. Subrecipient Agreements

The City understands and agrees that pursuant to 24 C.F.R. § 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written

agreement ("Subrecipient Agreement") as set forth in 24 C.F.R. § 570,503. This Agreement shall govern the Subrecipient Agreement and each of the individual projects approved during the time this Agreement is in effect.

Upon the execution of this Agreement, the residents of the City shall be allowed to avail themselves of CDBG funded programs in the County.

In order for the City to receive and continue receiving CDBG Funds, the following must occur:

The City must execute this Agreement.

The City must apply to the County for CDBG Funds for each specific project or activity.

The City must sign a Subrecipient Agreement with the County for the specific project or activity, The Subrecipient Agreement is governed by 24 C.F.R. § 503. As part of the Subrecipient Agreement, the City must submit to the County, and the County must approve, the project name, the project purpose, a scope of service, project description, proposed Scope of Work for the specific project or activity, performance measures, staffing, a description of system delivery, project budget, time of performance, reporting requirements, labor standards requirements (if applicable), environmental review requirements, and other financial information. This Agreement shall govern program income, reversion of assets, records, and asset management.

The City must complete and submit the forms and reports that are exhibits to the Subrecipient Agreement in a complete and timely manner.

The City must be in full compliance with the terms and conditions of all Subrecipient Agreements and with all Intergovernmental Agreements it has signed regarding the CDBG Program Administered by HUD.

C. Assurances and Certifications

The City agrees to comply with HUD Assurances and Certifications contained in the document attached hereto labeled as Exhibit A and incorporated herein by reference; however, with respect to the provisions that reference the Action Plan or Consolidated Plan, such Certifications are to be effective only at such time as those plans are finalized and submitted to HUD.

D. Administrative Control

As to any proposed projects funded under this Agreement, the City agrees that the County shall have the ultimate supervisory and administrative control of the CDBG Program, but that the City shall be responsible for the expenditures of the funds allocated for each project or activity and for the construction or performance of the projects and activities in compliance with all applicable federal laws and requirements relating to the CDBG Program or the implementation of the Annual Action Plan (or five (5) year Consolidated Plan with an Annual Action Plan component) when required, during the period covered by this Agreement.

E. Non-Appropriation Clause

The City agrees that it will include in every contract it enters, where it relies upon CDBG monies for funding, a non appropriation clause that will protect itself and the County from any liability or responsibility on any suit which might result from the discontinuance of CDBG funding for any reason.

F. Excessive Force

The City/County has adopted and is enforcing the following law enforcement measures:

1. A policy prohibiting the use of excessive force by law enforcement agencies

within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and

2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdictions.

G. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for City projects and activities, shall be allocated to the specific projects and activities described and listed in the City's/Town's proposal for funding and approved Subrecipient Agreement, and the allocated funds shall be used and expended only for the projects and activities to which the funds are identified. No project, activity, or the amount allocated may be changed without concurrence by the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required by HUD and an approved Subrecipient Agreement that authorizes such project, activity, or amount.

H. Day-To-Day Supervision

The City will be responsible for the direct, day-to-day supervision and administration of its respective projects or activities and will accomplish this task through the use of its own staff, agents, and employees. The City will be responsible for any injury to persons or damage to property resulting from negligent acts or error and omissions of its staff, agents, and employees.

I. Cost Overruns

Since the City is responsible for the direct supervision and administration of its respective projects or activities, the County shall not be liable or responsible for cost overruns by the City on any project or activity. The County shall have no duty or obligation to provide any additional funding to the City if its projects or activities cannot be completed with the funds allocated by the County to the City. Any cost overruns shall be the sole responsibility of the City or City contractors, partnering entities or other assigns.

J. Project Changes

No approved project or activity, nor the amount allocated therefore, may be changed without the concurrence of the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component by HUD, if required, and acceptance of the revised Subrecipient Agreement. Changes must be requested in writing.

K. Bonds

The City will include with construction contracts it enters into for any project with estimated costs of \$100,000 or more, which requires bid guarantees (5% of the bid), performance (100% of the contract price) and payment bonds (100% of the contract price).

L. Insurance

The City shall require any contractor it uses on any project, or activity where it relies upon CDBG funds to provide and maintain, until final acceptance by the City of all work by such contractor, the types of insurance listed hereinafter with insurers with an A- or better rating as determined by Best's Key Rating Guide.

The contractor will be required to procure and maintain, at his/her own expense and without cost to the County, the kinds of minimum amounts of insurance as follows:

Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with the following limits:

Workers' Compensation: Employers' Liability: \$1,000,000

Commercial General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate, The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations, The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the contractor's owned, hired> and non owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

Professional Liability Insurance coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00), and the contractor shall maintain such coverage for at least two (2) years from the termination of the project.

The required Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the County and the City as certificate holders and name the County and the City their officers and employees as additional insureds. The County and the City will be certificate holders in respect to the required Workers' Compensation and Professional Liability insurance policies. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

The contractor shall furnish Polk County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Polk County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. Polk County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Polk County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, termination, or material change will be sent via mail or e-mail to:

Polk County Board of Supervisors
111 Court Avenue, Suite 300
Des Moines, Iowa 50309
auditor@polkcountyiowa.gov

The contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Polk County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M. Records

The City shall maintain a complete set of books and records documenting its use of the

CDBG funds and its supervision and administration of its respective projects and activities in accordance with the Regulations. The City shall provide full access to these books and records to the County, the Secretary of HUD or their designee, the HUD Office of Inspector General, and the General Accounting Office so that compliance with federal laws and regulations may be confirmed. The City further agrees to provide to the County, upon request, a copy of any audit records pertaining to the City's/Town's financial operations during the term of this Agreement. Records shall be maintained for five (5) years after closing out the CDBG project.

N. Timelines

The City shall submit to the County, along with its proposal, a timetable for each project delineating the length of time needed for each phase through the completion of the project. The timetable will be contained in the Subrecipient Agreement and the exhibits thereto. The City shall comply with the timetable submitted and legally obligate and expend funds accordingly through the end of the project. The City understands that failure to comply with the timetable may lead to a cancellation of the project and loss of CDBG funding, unless the County determines that there are extenuating circumstances beyond the City's/Town's control and that the project will proceed and will be completed within a reasonable length of time. The timetable's implementation will begin when the County provides written notification to the City that the proposal(s) has been accepted by HUD. Unobligated or unexpended funds that are lost by the City will be transferred to the County for distribution to other Subrecipients. The County will review the City's/Town's progress to ensure that the activities are being carried out in a timely manner in accordance with 24 C.F.R. § 570.902.

O. Limitations

The City agrees that no more than two and one-half percent (2.5%) of the funds the City actually receives will be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, as defined in 24 C.F.R. § 570.205 of the Regulations.

The City understands that by executing this Agreement, it may not apply for grants under the State CDBG Program for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG program.

P. Financial Management

The City's/Town's financial management system shall comply with the standards specified in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

The City agrees that before the County can distribute any CDBG funds, the City must submit to the County Board of Supervisors documentation and reimbursement form required by such Department which states the amount of funding the City is requesting. Upon approval of the request, the County will distribute the requested funds to the City or directly to the appropriate contractor on a reimbursement basis.

Q. Program Income

The City agrees that, pursuant to 24 C.F.R. § 570.504, all Program Income received under the CDBG Program will be retained by the City and will be disbursed for its CDBG project activities before additional CDBG funds are requested from the County. If the City terminates participation in the County's CDBG Program, income received subsequent to the City's termination shall be remitted to the County.

R. Asset Management

If the City terminates participation in the County's CDBG Program, assets acquired through the CDBG Program shall be managed or disposed of in accordance with 24

C.F.R. Part 85.31 (Real Property), Part 85.32 (Equipment), and Part 85.50 (Close Out), and in accordance with the Subrecipient Agreements.

S. State, City, and County Law Compliance

All responsibilities of the City enumerated herein shall be subject to applicable State statutes, City ordinances, resolutions, and any applicable County resolutions, rules, and regulations, and any other rules and regulations insofar as such State and local laws apply to projects located within the City.

RESPONSIBILITIES OF THE COUNTY

A. Legal Liability and Responsibility

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds and that it will thereby become and will be held by HUD to be legally liable and has full responsibility for the execution of the CDBG Program, for following the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration and performance of the CDBG Program, including the projects and activities to be conducted in the City. Accordingly, the City agrees that as to all projects and activities to be conducted within its boundary limits under any CDBG agreements received by the County that includes the City, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's supervisory and administrative obligations to the City shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the City and to provide a contract monitor whose job it will be to monitor the various projects funded with CDBG monies to ensure that they comply with applicable federal laws and regulations.

RESPONSIBILITIES OF THE PARTIES

A. Federal Compliance

The Parties shall take all actions to do all things that are appropriate and required of them to comply with the applicable provisions of the grant agreements received from HUD by the County in which the City is included, the provisions of the Act and all regulations, rules and guidelines, promulgated by the various federal departments, agencies, administrations, commissions, or the Secretary of HUD relating to the CDBG Program.

More specifically, the City and the County agree to take all required actions to comply with the provisions of 24 C.F.R. Part 570, Subpart K, the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act and 24 CFR 91.225(a) and 5,105(a)), Section 104 (b) and 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, Uniform Federal Accessibility Standards, 2 C.F.R. 200 of HUD's Uniform Administrative Requirement for Grants and Cooperative Agreements, Residential Lead-Based Paint Hazard Reduction Act of 1992) as amended, Lead-Based Paint Regulations (24 C.F.R. Part 35, 24 C.F.R. § 570.608, 24 C.F.R. § 982.401) and Title 2 U.S. Code of Federal Regulations Part 200. Additionally, in accordance with the Regulations, no employee, official, agent, or consultant of the City shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

A. Length of Agreement

This Agreement will remain in effect until the CDBG funds and program income

received with respect to the “three-year qualification period” FY 2024-2026) are expended and the funded activities completed. This stipulation also applies to any successive qualification periods under agreements that provide for automatic renewals. The parties may not terminate or withdraw from the Agreement while the Agreement is in effect.

B. Automatic Renewal

This Agreement will automatically be renewed for participation in successive “three-year qualification periods”, unless the City provides prior written notice that it elects not to participate in a new qualification period at any time. By the date specified by HUD's Urban County qualification notice for the next qualification period, the County will notify the City of its right not to participate in the upcoming period. The date in the Urban County Qualification Notice will give the City sufficient time for notification if it elects not to participate. Copies of notices electing not to participate will be sent to the HUD field office.

Amendments will be utilized to make changes in this Agreement and would be necessary to incorporate required changes as set forth in the Urban County Qualification Notice applicable for subsequent three-year periods. An amendment would also be required if there were to be any programmatic administrative or operational changes to this Agreement that were not required by HUD. The City is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent “three-year qualification period”. Amendments would be submitted to HUD as provided in the Urban County Qualification Notice. Failure of the City to sign an amendment will void the automatic renewal of such qualification period.

C. Fair Housing

As required by HUD, local governments agree to affirmatively further fair housing within their own jurisdictions. The County may not provide any CDBG funding for activities in or in support of the local governments if they do not affirmatively further fair housing within their own jurisdiction or if the local government impedes the County's actions to comply with the County's fair housing certification. The parties will take all actions necessary to assure compliance with the County's certification as stated in section III. A above.

D. Reporting

The City will file all reports and other information necessary to comply with the applicable federal laws and regulations as required by the County and HUD. This will include providing to the County information, such as progress reports, final reports, or audit reports, etc., necessary to complete the required HUD reports in a timely fashion. The County shall be responsible for confirming the compliance of the City's project with applicable federal laws and regulations. The County shall further be responsible for maintaining proper documentation of the County's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable federal agencies in a timely fashion.

E. Non-Profit Support

The Parties are encouraged to provide financial support utilizing their general funds, CDBG funds, or other funds available to the nonprofit organizations that provide community service activities to the populations in need within the Urban County and the City.

F. Transfer of Funds

The City may not sell, trade or otherwise transfer all or any portion of CDBG funds to another such City, urban county, unit of general local government or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits

or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

CONTRACT ALTERATION

The terms of this Agreement may be changed or altered only by the mutual written agreement of the Parties and all of the units of local government in the County that are participating in the CDBG Program, subject to approval by HUD. Any such changes or alterations would become effective thirty (30) days after they are put into writing and agreed to by all of the parties herein above mentioned,

OTHER PROVISIONS

Entire Agreement. This Agreement constitutes the final and complete expression of the parties' agreements with respect to their respective rights and obligations, except to the extent that this Agreement may later be amended by a written instrument.

Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

Assignability. No Party to this Agreement shall assign or transfer any of its rights or obligations hereunder.

Appropriations. Notwithstanding any other term, condition or provision herein, each and every obligation of the Parties is subject to the requirement of a prior appropriation of funds therefore by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed on the ____th day of _____, 2023.

POLK COUNTY, IOWA

By: _____
Tom Hockensmith, Chair
Polk County Board of Supervisors

ATTEST:	APPROVED AS TO CONTENT:
_____ Clerk	_____ County Manager
APPROVED AS TO LEGAL FORM:	APPROVED AS TO FISCAL CONTENT:
_____ County Attorney	_____ Director of Finance
Date: _____	Date: _____
APPROVED AS TO INSURANCE REQUIREMENTS:	
_____ Risk Manager	
Date: _____	

CITY OF _____

By: _____
Name, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing - The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Antidisplacement and Relocation Plan - It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant program.

Anti-Lobbying - To the best of the jurisdiction's knowledge and belief:

No Federal appropriated funds have been paid or will be paid; by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction - The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan --The housing activities to be undertaken with Community Development Block Grant funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 - It will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 135.

Specific Community Development Block Grant Certifications

The Entitlement County certifies that:

Citizen Participation - It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan - Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts

91 and 570.

Following a Plan - It is following a current consolidated plan that has been approved by HUD.

Use of Funds - It has complied with the following criteria:

Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2024-2026 or a period specified by the grantee of one, two, or three specific consecutive program years, shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force - It has adopted and is enforcing:

A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination Laws - The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C, 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint - Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws - It will comply with applicable laws.

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



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

Item No. 6.n.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution approving Amendment #2 with RDG for City Park Design

CONTACT PERSON:

Marketa Oliver, City Administrator

Nicole Van Houten, Communication & Event Specialist

BRIEF HISTORY & ANALYSIS: The City Council adopted the Bondurant City Park Master Plan on July 19, 2021 after several months of planning and public involvement and approved a schematic design contract with RDG on October 18, 2021. An amendment (Amendment No. 1) to the contract was approved on June 5, 2023 for final design of the park. The City Council approved the schematic design on August 7, 2023 that included an ice ribbon. Amendment No. 2 is needed as the design has changed, increasing the scope of work.

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

Phase 1 of the City Park project is included in the Capital Plan which discussed and adopted by Council annually during the budget process. The City plans to bond for park improvements late in calendar year 2023 and begin construction on the park in November 2023. For Phase 1 of City Park, the project is planned to be constructed in three packages. Below is a table laying out the bid packages, scopes, and draft timelines.

Bid Package	Scope	Design Phase Schedule	Construction Phase Schedule
#1	Demotion; Grading; Utility; Sidewalks	7.15.2023- 10.05.2023	11.05.2023 - 05.23.2024

#2	Playground Surfaces & Playground Structures	7.15.2023 - 10.01.2023	4.01.2024 - 5.23.2024
#3	Splash Pad, Ice infrastructure and support facility	07.15.2023 - 12.15.2023	6.15.2024 - 12.23.2024

City staff will prepare messaging once this timeline is finalized to promote awareness. Also, staff have been working with stakeholders to accommodate scheduling.

Please note additional information will be uploaded to this item on Monday, August 21.

FUNDING SOURCE: Bond/GO & TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-168

CITY OF BONDURANT
RESOLUTION NO. 230821-168

RESOLUTION APPROVING AMENDMENT NO. 2 IN THE AMOUNT OF
\$XXXX PLUS REIMBURSABLE TO RDG DESIGN CONTRACT FOR CITY
PARK

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

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

WHEREAS the City approved Amendment No. 1 on June 5, 2023, to engage RDG for
final design of City Park; AND

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

WHEREAS the City intends to bond in late calendar year 2023 to construct the first phase
of City Park; AND

WHEREAS Phase 1 of City Park is planned to be constructed with three bid packages;
AND

WHEREAS the bid packages, scopes, and draft timelines are as follows.

Bid Package	Scope	Design Phase Schedule	Construction Phase Schedule
#1	Demotion; Grading; Utility; Sidewalks	7.15.2023-10.05.2023	11.05.2023 - 05.23.2024
#2	Playground Surfaces & Playground Structures	7.15.2023 - 10.01.2023	4.01.2024 - 5.23.2024
#3	Splash Pad, Ice infrastructure and support facility	07.15.2023 - 12.15.2023	6.15.2024 - 12.23.2024

; AND

WHEREAS the amendment to the RDG contract is for an amount not to exceed XXXXXX.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Amendment No. 2 to the *RDG Design* City Park contract in the above-referenced amount plus reimbursables is hereby approved, pending legal counsel review.

Passed this 21sdt day of August 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.o.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution approving agreement with Veenstra & Kimm for professional engineering services for Civic Campus North

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The attached resolution approves a contract with Veenstra & Kimm to do additional work in the Civic Campus area. The City is working to create preliminary plats on the north campus site pursuant to the Civic Campus MasterPlan previously adopted by Council. A preliminary plat is required to prepare the ground. for sale to private entities. This preliminary plat will take into account the needed detention and permanent easements as well as site mass grading. A drainage analysis taking to account the detention required for developing this land including outlet structures and grading adjacent thereto.

V&K will coordinate with the adjacent improvements including the development of the land immediately south of Courtyard Drive SE which will be the site for the future fire station and public works facilities. V&K will also create the needed final plats preparing the ground for sale. It is assumed that three final plats will be required to expedite the sale and create flexibility in land purchases.

Tasks include:

Project Management and Staff Meetings
Legal Surveys (for Easements/plats)
Geotech Coordination/ Asst
Franchise Utility Coordination
Cell Tower Coordination
Lot Configuration and Approval
Sanitary Sewer Planning
Water Main planning
Coordination with Fire Station
Civil Drainage Analysis
Plan Reviews with Staff
Easement Determinations
Cost Estimates and Reviews
Scheduling
Preliminary Plat (1-24ac)
Detention Pond Design

Preliminary Trails
Outlet Design
Final Plats (3-2 comm, 1 near city)
DNR Permitting
R/W and Easement Preparations Special Details
Bid Package
Cost Estimate Updates
Specifications
Bidding Services
Preconstruction Meeting and Summary

The investment for this work is \$97,854.

FUNDING SOURCE: Bond/GO and TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-169
2. Civic Campus North (Platting) Professional Services Agreement

CITY OF BONDURANT
RESOLUTION NO. 230821-169

RESOLUTION APPROVING PROFESSIONAL SERVICES AGREEMENT TO
VEENSTRA & KIMM FOR THE DESIGN OF CIVIC CAMPUS NORTH (PLATTING)
SERVICES NOT TO EXCEED \$97,854.00

WHEREAS, the City of Bondurant received the professional services agreement for the Civic Campus North (Platting) Services; AND

WHEREAS, the City of Bondurant accepts the proposal of the work as follows:

Project Scope: It is understood and agreed that the Project shall consist of the following:

- a. A preliminary plat is required to prepare the ground. for sale to private entities. This preliminary plat will take into account the needed detention and permanent easements as well as site mass grading.
- b. A drainage analysis taking to account the detention required for developing this land including outlet structures and grading adjacent thereto.
- c. Coordination with the adjacent improvements including the development of the land immediately south of Courtyard Drive SE which will be the site for the future fire station and public works facilities.
- d. Creation of the needed final plats preparing the ground for sale. It is assumed that 3 final plats will be required to expedite the sale and create flexibility in land purchases.

It is understood and agreed this exact scope of the Project can be adjusted and modified by mutual agreement during the performance of the services to best meet the goals and objectives of the project. These adjustments may or may not drive the need for adjustment to the fees associated with this agreement.

WHEREAS, the City Council approves the contract for the Civic Campus North (Platting) Services in the amount of 97,854.00; AND

WHEREAS, payments are to be made to Veenstra & Kimm in accordance with and subject to the provisions embodied in the documents made a part of the contract,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the professional service agreement with Veenstra & Kimm for the Civic Campus North (Platting) Services is hereby approved.

Passed this 21st day of August 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				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				

AGREEMENT FOR PROFESSIONAL SERVICES

CITY OF BONDURANT, IOWA CIVIC CAMPUS NORTH (PLATTING) SERVICES

THIS AGREEMENT, made this _____ day of _____ 2023, by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the **City**, party of the first part, and **VEENSTRA & KIMM, INC.** of West Des Moines, Iowa, a corporation organized and existing under the laws of the State of Iowa, hereinafter called the **Engineers**, party of the second part,

WITNESSETH, THAT WHEREAS, the City is anticipating the City of Bondurant to develop the Civic Campus area north of the proposed Courtyard Drive SE, and

WHEREAS, the City of Bondurant currently desires to prepare the land for platting and sales of said land, covering approximately 24 acres, and

WHEREAS, the City has determined it appropriate to move forward with the planning and design of the detention areas required for the development of the above described land including grading and outlet structures, to be known as the **Project**, and

WHEREAS, the City desires to retain the services of the Engineers to provide services related to the Project.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto the City does retain the Engineers to provide professional engineering services for the Project, subject to the following terms, conditions, and stipulations to wit:

1. **PROJECT SCOPE.** It is understood and agreed the Project shall consist of the following:
 - a. A preliminary plat is required to prepare the ground for sale to private entities. This preliminary plat will take into account the needed detention and permanent easements as well as site mass grading.
 - b. A drainage analysis taking to account the detention required for developing this land including outlet structures and grading adjacent thereto.
 - c. Coordination with the adjacent improvements including the development of the land immediately south of Courtyard Drive SE which will be the site for the future fire station and public works facilities.
 - d. Creation of the needed final plats preparing the ground for sale. It is assumed that 3 final plats will be required to expedite the sale and create flexibility in land purchases.

It is understood and agreed this exact scope of the Project can be adjusted and modified by mutual agreement during the performance of the services to best meet the goals and objectives of the project. These adjustments may or may not drive the need for adjustment to the fees associated with this agreement.

2. **DESIGN SURVEYS.** The Engineers shall make topographic and other surveys as may be required for design of the Project and for preparation of plans and specifications.
3. **DESIGN CONFERENCES.** The Engineers shall attend such design conferences with the City as may be necessary to make decisions as to details of design of the Project.
4. **PLANS AND SPECIFICATIONS.** The Engineers shall prepare such detailed plans and specifications as are necessary for competitive bidding and construction of the Project. The specifications shall describe, in detail, the work to be done, materials to be used and the construction methods to be followed. Five (5) sets of final plans and specifications shall be submitted to the City.
5. **CONSTRUCTION PERMITS.** The Engineers shall be responsible to assist the City in obtaining construction permits necessary for the project.
6. **COST ESTIMATE.** The Engineers shall prepare estimated costs for the Project based upon the design developed. If the Engineers anticipate the actual Project cost will exceed the estimated Project cost, the Engineers shall immediately notify the City. The Engineers shall not be responsible to the City for any variation between the estimated Project cost and the actual cost of the construction contract based on competitive bids.
7. **PROGRESS REPORTS.** During the design phase the Engineers shall confer with the City every thirty (30) days to report Project status. A progress report may be submitted every thirty (30) days or as desired but not more frequent. Such progress reports shall be in a form suitable for use by the City as an informational item.
8. **EASEMENTS AND PROPERTY INTERESTS.** The Engineers shall determine the extent of fee title acquisition, permanent and temporary easements necessary construction of the Project. The Engineers shall prepare appropriate descriptions and plats for fee title acquisition, permanent easements and temporary construction easements. The Scope of Services does not include the actual work associated with acquisition of property interests or determining the valuation thereof.
9. **COORDINATION.** During the design of the project the Engineer shall coordinate with the School District, their professional design team as well as franchise utility providers.
10. **TASKS.** The following list are the expected tasks needed to accomplish the above scope for the project.

Project Management and Staff Meetings
Legal Surveys (for Easements/plats)
Geotech Coordination/Asst
Franchise Utility Coordination
Cell Tower Coordination
Lot Configuration and Approval
Sanitary Sewer Planning
Water Main planning
Coordination with Fire Station Civil
Drainage Analysis
Plan Reviews with Staff
Easement Determinations
Cost Estimates and Reviews
Scheduling
Preliminary Plat (1-24ac)
Detention Pond Design
Preliminary Trails
Outlet Design
Final Plats (3-2 comm, 1 near city)
DNR Permitting
R/W and Easement Preparations
Special Details
Bid Package
Cost Estimate Updates
Specifications
Bidding Services
Preconstruction Meeting and Summary

10. **BID OPENING AND AWARD OF CONTRACT.** The Engineers shall have a representative present when bids and proposals are opened and shall prepare a tabulation of bids for the City and shall advise the City in making the award. After the award is made, the Engineers shall assist in the preparation of necessary contract documents, transmit them to the contractor for execution and deliver them to the City.
11. **GENERAL SERVICES DURING CONSTRUCTION.** The general services portion of the construction management services may be additional services and add to this agreement via amendment at a later time.
12. **RESIDENT REVIEW.** Resident review services may be additional services and add to this agreement via amendment at a later time.

13. **COMPLETION.** The preliminary and final plats for the project and needed construction elements shall be completed in a timeframe consistent with the City Fire Station opening and completion of the Campus Drive RISE Project timing such that public infrastructure is in place for the opening of the first building.
14. **COMPENSATION.** The City shall compensate the Engineers for services under this Agreement as follows:
- a. The fee for services for design, preparation of plans and specifications, and permitting and bidding services shall be on the basis of the Engineers standard hourly fees plus reimbursement of direct out-of-pocket costs with a maximum not to exceed fee of **Ninety Seve Thousand, Eight Hundred and Fifty-Four Dollars (\$97,854)**.
15. **METHOD OF PAYMENT.** The Engineers shall submit monthly invoices for the actual costs for Project services completed to the end of the invoice period. The monthly invoices of the Engineers shall show the total fees due, the amounts paid to date and the balance of the amount of the contract.
- Invoices shall be due and payable upon receipt and shall be paid by the City within thirty (30) days of the date of receipt of an approvable invoice.
17. **NOTICE TO PROCEED.** Approval of this Agreement by the City shall constitute Notice to Proceed.
18. **TERMINATION OF AGREEMENT.** If, through any cause, the Engineers shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall have the right to terminate this Agreement by specifying the date of termination in a written notice to the Engineers at least ten (10) working days before the termination date. In this event, the Engineers shall be entitled to just and equitable compensation for any satisfactory work completed.
19. **ASSIGNABILITY.** The Engineers shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of the City.
20. **TITLE TRANSFER.** The products of this Agreement shall be the property of the City. Nothing in this Agreement shall be construed as restricting the right of the Engineers to retain in their possession copies of the products of this Agreement.

The Engineers' reuse of the exact design developed under this Agreement is prohibited unless authorized by the City. The City may reuse the design, but in doing so, shall assume all liability for the design.

21. **CONFIDENTIALITY.** No reports, information and/or data given to or prepared or assembled by the Engineers under this Agreement shall be made available to any

individual or organization by the Engineers without the prior written approval of the City. The Engineers shall have the right to communicate directly with IDNR during the progress of the Agreement to achieve a timely review and approval of the Project.

- 22. INDEMNIFICATION.** The Engineers shall indemnify and hold the City harmless from and against all liabilities, claims, debts, taxes, obligations, costs and expenses (including reasonable attorney's fees, court costs and costs of appeal) that the City may incur or sustain as a result of any breach of this Agreement or negligent or other wrongful conduct in the performance of this Agreement by the Engineers. If a suit, action, arbitration or other proceeding is instituted by the City in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the City, as the prevailing party, shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees, and litigation expenses incurred by the City, including those incurred on appeal.
- 23. INSURANCE.** The Engineer shall furnish the City with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. Except as noted, the coverage is on an occurrence basis.

General Liability*	\$1,000,000/\$2,000,000
Automobile Liability	\$1,000,000
Excess Liability (Umbrella)*	\$8,000,000/\$8,000,000
Workers' Compensation, Statutory Benefits Coverage B	\$1,000,000
Professional Liability**, ***	\$3,000,000/\$3,000,000

*Occurrence/Aggregate

**The Owner is not to be named as an additional insured

***Claims made basis

- 24. ERRORS OR DEFICIENCIES.** The Engineers shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the Engineers are responsible for any errors or deficiencies. This provision shall not apply to changes in the Project or Project materials which may result from causes or information which the Engineers could not have reasonably ascertained during the Project design, such as hidden or latent defects or conditions.
- 25. MODIFICATIONS TO AGREEMENT.** This Agreement may be modified upon written agreement by the City and the Engineers. In the event that any additional services are required of the Engineers that are over and above those described in this Agreement, the services shall not be done without express prior written agreement between the City and the Engineers. The scope of additional services, and fees to be charged, shall be specified in any such written authorization. Additional services to be provided by the Engineers after completion of the work set forth under this Agreement may include general

services during construction, resident review, start-up services, preparation of an instruction and/or operation and maintenance manual, supervision of operation or other services that may be mutually agreed upon by the City and Engineers.

26. **LEGAL SERVICES.** The City shall provide the services of an attorney experienced in legal matters pertaining to this type of project. The Engineers shall cooperate with said attorney and shall comply with his requirements as to form of contract documents and procedures relative to them.
27. **COMPLETENESS OF CONTRACT.** This document contains all terms and conditions of this Agreement. Any alterations shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.
28. **GENERAL COMPLIANCE.** In the conduct of the professional services contemplated hereunder, the Engineers shall comply with applicable state, federal, and local law, rules, and regulations, technical standards, or specifications issued by the City and other governmental authorities with jurisdiction over the work. The Engineers must qualify for and obtain any required licenses prior to commencement of work, including any professional licenses necessary to perform work within the State of Iowa.
29. **STANDARD OF CARE.** Services provided by the Engineers under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
30. **GOVERNING LAW.** This Agreement shall be governed by and construed pursuant to the laws of the State of Iowa and any claim or dispute which may arise out of this Agreement shall be heard in a court of competent jurisdiction in Polk County, Iowa, unless otherwise agreed by the parties.

The undersigned do hereby covenant and state that this Agreement is executed in duplicate as though each were an original and that there are no oral agreements that have not been reduced to writing in this instrument.

It is further covenanted and stated that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement nor have any of the above been implied by or for any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names on the date first written above.

CITY OF BONDURANT, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
Project Manager

By  _____

VEENSTRA & KIMM, INC.
HOURLY RATES BY EMPLOYEE CLASSIFICATION
2023

Management I	\$220.00
Management II	210.00
Process Engineer I	235.00
Client Services I	221.00
Client Services II	135.00
Client Services III	107.00
Client Services IV	85.00
Client Services V	80.00
IT I	175.00
IT II	116.00
IT III	75.00
Funding Specialist I	121.00
Funding Specialist II	105.00
Engineer I-A	220.00
Engineer I-B	201.00
Engineer I-C	193.00
Engineer I-D	186.00
Engineer II-A	179.00
Engineer II-B	170.00
Engineer III-A	160.00
Engineer III-B	155.00
Engineer III-C	150.00
Engineer IV	143.00
Engineer V	136.00
Engineer VI	128.00
Engineer VII	122.00
Engineer VIII	117.00
Engineer IX	110.00
Engineer X	97.00
Engineer XI	87.00
Engineer XII	80.00
Design Technician I	126.00
Design Technician II	111.00
Design Technician III	99.00
Architect I	174.00
Architect II	153.00
Architect III	137.00
Planner I	142.00
Planner II	98.00
Planner III	89.00
Drafter IA	122.00
Drafter IB	114.00
Drafter II	109.00
Drafter III	102.00
Drafter IV	95.00

Drafter V.....	85.00
Drafter VI.....	75.00
Drafter VII.....	65.00
Clerical I.....	90.00
Clerical II.....	80.00
Clerical III.....	70.00
Clerical IV.....	61.00
Clerical V.....	52.00
Construction Engineer I.....	205.00
Construction Engineer II.....	127.00
Construction Engineer III.....	115.00
Construction Engineer IV.....	98.00
Surveyor I.....	148.00
Surveyor II.....	129.00
Technician I.....	110.00
Technician II.....	99.00
Technician III.....	91.00
Technician IV.....	86.00
Technician V.....	80.00
Technician VI.....	72.00
Technician VII.....	65.00
Technician VIII.....	55.00
Technician IX.....	46.00
Building Inspector I.....	199.00
Building Inspector I-A.....	140.00
Building Inspector II.....	109.00
Building Inspector III.....	86.00
Accounting I.....	179.00
Accounting II.....	130.00
Accounting III.....	115.00
Accounting IV.....	90.00
Accounting V.....	83.00

REIMBURSABLES AND EQUIPMENT RATES

GPS / Robotics.....	35.00
Tablet.....	45.00
Fluoroscope.....	50.00
4-Wheeler.....	50.00
Drone.....	75.00
Mileage.....	IRS Rate



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

Item No. 6.p.
For Meeting of 8/21/2023
Ordinance

TITLE: - (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, by amending Chapter 47, Park Regulations

CONTACT PERSON:

Nicole Van Houten, Communication & Event Specialist

BRIEF HISTORY & ANALYSIS: The purpose of this agenda item is to address the concerns raised by the Parks and Recreation Board regarding the need for a designated boat trailer parking area within Lake Petocka. The discussion was prompted by feedback from a park user who highlighted the challenges associated with maneuvering kayaks and fishing boats from the current designated parking zone to the water's edge. The absence of a boat ramp or suitable launching area has further compounded this issue. While a definitive construction plan has not yet been established, the proposed amendment seeks to eliminate the existing parking designation area and other language refinements for better clarity.

Background:

During recent deliberations, the Parks and Recreation Board deliberated upon the matter of enhancing user experience at Lake Petocka. An engaged park user emphasized the difficulties encountered when transporting kayaks and fishing boats from the existing parking area to the water. This challenge underscores the necessity of devising a solution that mitigates such obstacles and potentially incorporates the installation of a boat ramp or launching facility.

Proposal:

The Parks and Recreation Board suggests the initiation of planning efforts aimed at establishing a designated boat trailer parking area within Lake Petocka. This endeavor aligns with the objective of facilitating seamless access to water for boating enthusiasts. While precise construction plans remain pending, the initial step involves the removal of the current parking designation area. Simultaneously, a review and revision of the pertinent text is proposed to ensure greater clarity and coherence within the park's guidelines.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: In light of the foregoing, it is recommended that the City Council consider the proposal set forth by the Parks and Recreation Board to remove a designated boat trailer parking area in Lake Petocka. This strategic endeavor serves to address the practical challenges encountered by park users and underscores the commitment to optimizing recreational opportunities within the community. The proposed amendment, encompassing the removal of the existing parking designation area and textual refinements, is anticipated to contribute to the ongoing enhancement of Lake Petocka's amenities and user experience.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230821-220

CITY OF BONDURANT
ORDINANCE NO. 230821-220

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, BY AMENDING CHAPTER 47, PARK REGULATIONS

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

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

**CHAPTER 47
PARK REGULATIONS**

47.01 Purpose	47.04 Littering	<u>47.07 Quite Hours</u>	<u>47.10 Public Fishing Regulations</u>
47.02 Use of Drives Required	47.05 Parks Closed	<u>47.08 Smoking</u>	<u>47.11 Dog Park Regulations</u>
47.03 Fires	47.06 Camping	<u>47.09 Lake Petocka Park Regulations</u>	

47.01 PURPOSE. The purpose of this chapter is to facilitate the enjoyment of park facilities by the general public by establishing rules and regulations governing the use of park facilities.

(Code of Iowa, Sec. 364.12)

47.02 USE OF DRIVES REQUIRED. No person shall drive any car, cycle or other vehicle, or ride or lead any horse, in any portion of a park except upon the established drives or roadways therein or such other places as may be officially designated by the City.

47.03 FIRES. No fires shall be built, except in a place provided therefore, and such fire shall be extinguished before leaving the area unless it is to be immediately used by some other party.

47.04 LITTERING. No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.

47.05 PARKS CLOSED. No person, except for patrons at Lake Petocka who are actively fishing with a current State of Iowa fishing license, shall enter or remain within any park between dusk (defined as 30 minutes after sundown, and six o'clock (6:00) a.m.

(Ordinance No. 17-208)
(Ordinance No. 200518-215)

47.06 CAMPING. No person shall camp in any portion of a park except in portions prescribed or designated by the Council, and the City may refuse camping privileges or rescind any and all camping privileges for cause.

47.07 QUIET HOURS. Commuter trails that travel through the community and connect with other trails shall have “quiet hours” from park between dusk (defined as 30 minutes after sundown) and six o’clock (6:00) a.m. Trail loops inside parks, such as the trail loop at Lake Petocka, observe park closing hours.

47.08 SMOKING. Smoking in public parks and on public trails is prohibited.

(Ordinance No. 17-208)

47.09 LAKE PETOCKA PARK REGULATIONS.

1. No alcoholic beverages to be sold on the premises except with permission from the City Council.

2. No off gravel driving.

~~3. ——— Parking in designated areas only, with boat trailer parking only in the northwest corner of the park near the Pleasant Street / Junior Haines Parkway intersection.~~

~~4.3.~~ Park hours: 6:00 a.m., to dusk (30 minutes after sundown), except for patrons who are actively fishing with a current State of Iowa fishing license or with special permission from the City.

~~5.4.~~ Ice shacks will be permitted on the lake according to the regulations set by the Department of Natural Resources. Patrons enter ice at their own risk.

~~6.5.~~ All Iowa Department of Natural Resources fishing regulations apply.

QR Code to: (<http://www.iowadnr.gov/Fishing/FishingLicensesLaws.aspx>)

~~7.6.~~ In addition to a fishing license, a Trout Fee is required to possess Trout.

~~8.7.~~ No swimming or wading, except with special permission from the City Council.

~~9.8.~~ Motorized watercraft shall not be allowed to be operated or used on Lake Petocka.

~~10.9.~~ Non-motorized watercraft may be hand launched only, and operated on Lake Petocka as long as said watercraft's length does not exceed 18 feet, excluding City or government owned equipment.

~~11.10.~~ Motorized model boats may be operated on Lake Petocka; however, anyone operating a motorized model boat must first obtain a permit from the City Administrator. There shall be no charge for the permit.

~~12.11.~~ No hunting. No weapons allowed.

~~13.12.~~ City pet ordinance will be enforced in the park (pets on leash only).

~~14.13.~~ No open fires (fire rings and burning barrels may be used with permission from the City Council).

~~15.14.~~ No overnight camping only with special permission from the City Council.

~~16.15.~~ No littering. Please put trash in receptacles provided.

~~17.~~16. Handicap parking is available in the designated areas.

~~18.~~17. 15 mph speed limit.

(Ordinance No. 08-215)
(Ordinance No. 12-211)
(Ordinance No. 12-214)
(Ordinance No. 13-203)
(Ordinance No. 15-206)
(Ordinance No. 17-208)
(Ordinance No. 200518-215)

47.10 PUBLIC FISHING ~~AREAS~~REGULATIONS.

1. Public fishing areas include Lake Petocka, West Wolf Creek Pond, North Eagle Park Pond, and Park Side Pond.
2. Parking allowed in designated public parking areas only.
3. Public Fishing hours follow park hours except with special permission from the City.
4. Ice fishing is permitted at Lake Petocka only. The Iowa Department of Natural Resources recommends a minimum of four inches of clear ice for fishing. Patrons enter ice at their own risk. Any person who stands, walks, ice fishes or otherwise enters on such frozen surfaces does so at his or her own risk and is solely responsible for his or her own safety.
5. Ice skating is prohibited at all public fishing areas.
6. All Iowa Department of Natural Resources (DNR) fishing regulations apply.
7. Snowmobiles, ATVs, UTVs and other vehicles are not allowed.
8. No swimming or wading, except with special permission from the City Council.
9. Motorized watercraft shall not be allowed to be operated or used at public fishing areas.
10. Non-motorized watercraft allowed at Lake Petocka only, may be hand launched and operated.
11. No hunting. No weapons allowed.
12. No cleaning, disposing or gutting of fish is allowed on City-owned property including, but not limited to, City parks, ponds, trails, tables or shelters.
13. City pet ordinance will be enforced in all public fishing areas (pets on leash only).

14. No open fires (fire rings and burning barrels may be used with permission from the City Council).
15. No overnight camping only with special permission from the City Council.

16. Use of open waters for a private purpose is prohibited.
17. No littering.
19. No smoking.

(Ordinance No. 201221-221)
(Ordinance No. 220801-209)

47.11 DOG PARK REGULATIONS.

1. No dogs with a known history of aggression, fighting, or biting. Dogs showing aggression must be removed immediately.
2. Children under the age of 10 (ten) are not allowed within the facility and those ages 10 (ten) to 15 (fifteen) must be accompanied by a person aged 16 (sixteen) or older.
3. Only 2 (two) dogs per handler.
4. Handlers must pick up and dispose of their dog's waste.
5. To maintain control, always carry a leash within the facility, one leash per dog, and never leave the dog unattended.
6. Dogs should be leashed before entering and prior to leaving the park.
7. Dog handlers must be 16 (sixteen) years old or older.
8. No pinch / prong / spiked collars.
9. Dogs must be over four months old and not be in heat.
10. No digging, and owners are responsible and liable for any damage caused by their dogs.
11. Sick dogs (i.e., Kennel Cough, etc.) should not be brought to the Dog Park.
12. Gates must be kept closed at all times.
13. Small Dog Area – Dogs must be under 15 (fifteen) inches at should and/or dogs under 20

(twenty) pounds.

14. No food, beverages, or glass inside the fenced area of the dog park. Small training treats are allowed.

15. Use of the facility is at the owner's/handler's own risk.

16. Dogs must be licensed through an appropriate authority (city or county).

17. Dogs must display rabies tags, be current on all vaccinations, and be healthy.
18. The off-leash dog area is for dogs and their handlers. No other use is permitted (including skateboard, bicycles, scooters, and rollerblades).
19. Violators will be subject to removal from the park and suspension of park privileges.

(Ordinance No. 220801-209)

Section 3. **REPEALER.** All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. **SEVERABILITY.** If any section, provision, sentence, clause, phrase, or part of this ordinance shall be adjudicated invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence, clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 5. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption, and publication as required by law.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION:
SECOND CONSIDERATION:
THIRD CONSIDERATION:



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

Item No. 6.q.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution authorizing the execution of a contract with OPN for professional services related to the Bondurant Emergency Services Facility

CONTACT PERSON:

Aaron Kreuder, Fire Chief
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City had in its capital plan to create a new space for Bondurant Emergency Services. The facility was originally in the capital vision to be built in 5-7 years; however, recent events have made it possible for the city to expedite its planning and construction of new facilities for Bondurant Emergency Services. As recently discussed, the current facility lacks storage, office space, sleeping quarters, and showers to accommodate the needs of the City's existing department and the needs of our growing community.

In May, the Council approved moving forward with the Construction Manager at Risk (CMaR) model for the construction of the facility. The City released RFPs for design services (architectural and engineering) in July. Interviews were held with architectural firms on August 10. The interview committee consisted of the Bondurant Emergency Services Chief, the City Administrator, the Public Works Director, the Planning and Community Development Director, and the Finance and Employee Services Director. Representatives from Ryan Companies were also present during the interviews.

The Committee interviewed four firms and unanimously recommended OPN. The attached resolution authorized the mayor to execute an agreement with OPN for architectural services for the BES facility in an amount not to exceed \$1,126,355. Of that amount, \$1,066,445 is for design, documentation, and construction administration services; \$22,100 is for BIM management for Record Documents; and \$37,810 is for Design, Documentation, and Administration Services.

FUNDING SOURCE: Bond/GO and TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-171

CITY OF BONDURANT
RESOLUTION NO. 230821-171

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH
OPN ARCHITECTS FOR DESIGN SERVICES RELATED TO THE BONDURANT
EMERGENCY SERVICES FACILITY

WHEREAS the City recently released a request for proposal for architectural design services the Bondurant Emergency Services Facility; AND

WHEREAS the interview committee interviewed four firms; AND

WHEREAS the interview committee unanimously recommends OPN Architects; AND

WHEREAS the fee proposal is an amount not to exceed \$1,126,355; of which \$1,066,445 is for design, documentation, and construction administration services; \$22,100 is for BIM management for Record Documents; and \$37,810 is for Design, Documentation, and Administration Services.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, that Mayor is authorized to enter an agreement with OPN Architects for the above-referenced amount, pending Legal Counsel review.

Passed this 21st day of August 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.r.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution approving the contract for engineering services on the South Civic Campus/Bondurant Emergency Services

CONTACT PERSON:

Aaron Kreuder, Fire Chief
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE: The City had in its capital plan to create a new space for Bondurant Emergency Services. The facility was originally in the capital vision to be built in 5-7 years; however, recent events have made it possible for the city to expedite its planning and construction of new facilities for Bondurant Emergency Services. As recently discussed, the current facility lacks storage, office space, sleeping quarters, and showers to accommodate the needs of the City's existing department and the needs of our growing community.

In May, the Council approved moving forward with the Construction Manager at Risk (CMaR) model for the construction of the facility. The City released RFPs for design services (architectural and engineering) in July. The engineering RFP asked for base bids for the area of the Bondurant Emergency Services Facility and an alternate bid for services for the entirety of the "South Civic Campus", which is on the south side of the future roadway that divides the property referred to as the Civic Campus and is shown in the Civic Campus Master Plan.

Services include:

- Geotechnical engineering
- Site surveying including existing conditions, site boundaries and topography (no construction surveying)
- Erosion Control Plan and NPDES Permitting
- Wetlands delineation
- Provide civil design including site paving and walkways, sanitary sewer, storm sewer, stormwater management, water service, public utilities, and site grading to Construction Documents to support the City of Bondurant's designated schedule

Interviews were held with five engineering firms on August 17. The interview committee consisted of

the Bondurant Emergency Services Chief, the City Administrator, the Public Works Director, the Planning and Community Development Director, and the Finance and Employee Services Director. Representatives from Ryan Companies and OPN were also present during the interviews.

The Committee interviewed four firms and unanimously recommended xxxx. The attached resolution authorizes the mayor to execute an agreement with XXX.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



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

Item No. 7.a.
For Meeting of 8/21/2023
Resolution

TITLE: - Resolution adopting the City's Sanitary Sewer Master Plan

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: In September 2022 the Bondurant City Council approved a resolution entering into a professional services agreement with Veenstra & Kimm for Sanitary Sewer Master Planning services. The attached resolution approves the Sanitary Sewer Master Plan created by Veenstra & Kimm. The Sanitary Sewer Master Plan is intended to provide guidance to the City in the development of sanitary sewers to serve growth areas of the city. The Sanitary Sewer Master Plan is represented by Areas A-R. These areas A-R constitute the area included as part of the community's future land use planning efforts of the Building Bondurant Comprehensive Plan. The focus of the Sanitary Sewer Master Plan is areas A-H. These service areas are ones where sanitary sewer service can reasonably be provided from the existing sewer system and coincide with the areas where development is anticipated in the near term.

Adoption of this Sanitary Sewer Master Plan is consistent with Action Item 26A of the Building Bondurant Comprehensive Plan, which reads: *Adopt and implement a long-range Sanitary Sewer System Plan to support the City's Future Land Use Plan and establish sanitary sewer main connection fee districts associated with the properties identified in the Sanitary Sewer System Plan.*

FUNDING SOURCE: N/A for plan adoption

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230821-170
2. Sanitary Sewer Master Plan

CITY OF BONDURANT
RESOLUTION NO. 230821-170

RESOLUTION ADOPTING THE SANITARY SEWER MASTER PLAN

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

WHEREAS in September 2022 the Bondurant City Council approved a resolution entering into a professional services agreement with Veenstra & Kimm for Sanitary Sewer Master Planning services; AND

WHEREAS this Sanitary Sewer Master Plan is intended to provide guidance to the City in the development of sanitary sewers to serve growth areas of the city; AND

WHEREAS adoption of a Sanitary Sewer Master Plan is consistent with Action Item 26A of the Building Bondurant Comprehensive Plan, which reads: Adopt and implement a long-range sanitary sewer system plan to support the City's Future Land Use Plan and establish sanitary sewer main connection fee districts associated with the properties identified in the sanitary sewer system plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Bondurant hereby adopts the Sanitary Sewer Master Plan.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 21st day of August 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				



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

July 27, 2023

Marketa Oliver
City Administrator
City of Bondurant
200 Second Street NE
P.O. Box 37
Bondurant, Iowa 50035

BONDURANT, IOWA
SANITARY SEWER MASTER PLAN
DRAFT PLAN

As a follow-up to our meeting to discuss the Sanitary Sewer Master Plan, enclosed is a first draft of the plan report and associated figures. The first figure shows the overall planning area. This figure shows the existing sewer system and Service Areas A through R. Service Areas A through R constitute the City of Bondurant's entire long-term planning area.

The Sanitary Sewer Master Plan will only focus on service areas A through H. These service areas are ones where sanitary sewer service can reasonably be provided from the existing sewer system and coincide with the areas where development is anticipated in the near term. The second figure shows Service Areas A through H. This figure shows the existing sewer system and the major components of future sewers that would serve the areas A through H. Sewers that could potentially be constructed by the City are shown on the figure. Sewers that are more likely to be constructed as part of a development project are not illustrated on the figure.

The text of the report and the two figures are being transmitted to the City for review and comment.

If you have any questions or comments concerning the project, please contact the writer at 515-225-8000, or at bveenstra@v-k.net.

VEENSTRA & KIMM, INC.

H. R. Veenstra Jr.

HRVJr:rsb
428107
Enclosure

cc John Horton, City of Bondurant
Maggie Murray, City of Bondurant

BUILDING RELATIONSHIPS ENGINEERING SOLUTIONS

Bondurant Sanitary Sewer Master Plan

INTRODUCTION

This report sets forth the sanitary sewer master plan for the City of Bondurant. The master plan is intended to provide guidance to the City in the development of sanitary sewers to serve growth areas of the City. The master plan evaluates the City's comprehensive planning area and identifies areas within the overall planning area where sewer service is considered viable in the near term and areas where sewer service is not considered likely in the near term.

PLANNING OVERVIEW

The sanitary sewer master plan evaluated sanitary sewer service in the City's long range planning boundary. The long range planning area was divided into several service areas. The service areas are defined based on topography and the location of existing and future sewers. Figure 1 shows the overall planning area and the various service areas within the overall planning area. The service areas are identified as Area A through Area R.

The majority of sanitary sewers in the City are located in the Mud Creek basin and are tributary to the WRA Mud Creek Interceptor. The WRA Mud Creek Interceptor is located along Mud Creek from Interstate 80 northerly to the site of the City of Bondurant's former wastewater treatment facility.

The City has a limited sanitary sewer system located in the Santiago Creek basin. The sewers in the Santiago Creek basin are tributary to the Urban Service Area Lift Station located along 2nd Street NE. The Urban Service Area Lift Station pumps the flow westerly. The flow from the Urban Service Area Lift Station is tributary to the sewers tributary to the WRA Mud Creek Interceptor.

The City has a small area of sanitary sewers located along NE Hubbell Avenue near the south City limits. The sewers in this area are tributary to a sewer that connects to the City of Altoona's trunk sewer in the Little Four Mile Creek basin. As part of the creation of the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) in 2004, the City of Bondurant and the City of Altoona proposed the construction of the WRA Mud Creek Interceptor to serve most of the City of Bondurant and the eastern part of the City of Altoona. The WRA Mud Creek Interceptor was proposed as an alternative to the original concept of providing sewer service to the City of Bondurant along a branch of Little Four Mile Creek.

The decision to construct the WRA Mud Creek Interceptor resulted in a small area in the City of Bondurant that would need to be pumped east to the WRA Mud Creek Interceptor or connected to the WRA system through the City of Altoona. The City of Bondurant and the City of Altoona reached an agreement under which the City of Bondurant can connect a limited service area to the Altoona trunk sewer near Ziegler Drive. The service area is limited and the maximum flow from the City of Bondurant that can be discharged to the City of Altoona is 0.25 mgd.

The City of Bondurant's long range planning boundary encompasses areas tributary to Mud Creek, Santiago Creek and Little Four Mile Creek where the City has some level of sewer service. The long range planning boundary encompasses areas tributary to Camp Creek, the Skunk River and Muchikinock Creek. The City current does not have sewer service available in any of these three basins.

There are no sanitary sewers in the general area of Bondurant in either the Camp Creek basin or the Skunk River basin. Limited sewer service owned by the City of Altoona is available in the Muchikinock Creek basin. Sewer service in the Muchikinock Creek basin is not currently located in close proximity to the City of Bondurant.

The first step in the development of the sanitary sewer master plan was to identify service areas where sewer service is available, or sewer service can reasonably be provided with logical extensions of the sanitary sewer system. Areas where sewer service can be reasonably provided are considered the core area for purposes of this sanitary sewer master plan. The areas where sewer service can reasonably be provided are adjacent to or in reasonably close proximity to the existing sanitary sewer system.

Areas that are more remote from the existing sanitary sewer system, especially areas in drainage basins not currently served by the City's sanitary sewer system, are considered less likely for sanitary sewer systems in the near future.

Each of the 19 service areas identified in the overall plan were evaluated to determine whether that service area falls within the category of reasonably providing sewer service in the near future or the category where sewer service is not anticipated in the near future.

Of the 19 service areas, 8 service areas were identified as areas the City could anticipate providing sewer service in the near future. The remaining 11 service areas are considered more remote from the City and much less likely to be provided sewer service.

The service area identified with potential for sewer service are service areas A through H. These 8 areas are shown on Figure 2.

The remaining areas, I through R, are not considered areas where sewer service would be anticipated in the near future. Service areas I and J slope westerly to Muchikinock Creek. The City of Altoona has extended sewer service to a portion of Muchikinock Creek. That sewer terminates just north of NE 62nd Avenue. If the Muchikinock Trunk Sewer is extended at a future date and capacity is available for service areas I and J, those areas may be considered as sewerable areas.

Service area K flows southeasterly to Camp Creek. This area slopes southeasterly toward the City of Mitchellville. Service area K could be sewerred to the Mitchellville wastewater treatment plant. For the City of Bondurant to provide sewer service in area K to its sewer system area it would be necessary to install a lift station along Interstate 80 and pump the flow westerly to Service Area H. That flow would then be pumped westerly to the WRA Mud Creek Interceptor.

Service Areas L, M, N, O, P, and Q all slope easterly toward the Skunk River basin. There is currently no sewer service available in the Skunk River basin and sewer service is not anticipated in the Skunk River basin in the foreseeable future. If sewer service is required in portions of service areas L, M, N, O, P, and Q, those areas would need to be served by a local lift station that would pump the flow to an adjacent location in the Bondurant sewer system.

Service Area R is an upland area with limited slope to the west. Service area R is located in the far northeasterly portion of the Muchikinock Creek basin. If sewer service becomes available in the northern portion of the Muchikinock Creek basin sewer service to area R could be considered.

While this master plan focuses on service areas A through H it is recognized sewer service to the balance of the areas, I through R, is possible by pumping the flow to an adjacent area in the City of Bondurant. Given the location of Service Areas I through R sewer service is not anticipated in the near future. This master plan does not include a more comprehensive evaluation of sewer service to these areas.

SEWER MASTER PLAN

The sanitary sewer master plan focuses on providing sanitary sewer service to Service Areas A through H.

Service Areas A, B, and C are located in the natural drainage basin of Mud Creek and sewer service in these three areas is directly tributary to the WRA Mud Creek Interceptor.

Service area D located in the southwest corner of the City is located in the Little Four Mile Creek basin. Sewer service to this area is tributary to the Altoona sewer system.

Service area E slopes westerly and is located in the Muchikinock Creek basin. This area currently does not have sewer service.

Service area F can generally be tributary to the Urban Service Area Lift Station. This service area is located in an upland plateau between the Mud Creek, Camp Creek, and Santiago Creek. Although there are alternatives to provide sewer service to area F the logical outlet for sewer service is the existing Urban Service Area Lift Station.

Service Area G is located in the Santiago Creek basin and is tributary to the existing Urban Service Area Lift Station.

Service Area H is located in the westerly portions of the Camp Creek basin. This area currently does not have sewer service. Significant portions of Service Area H are located in an area identified as the Timmins certified site. This area will have water service available after the completion of the water mains and water tower in late 2024.

SERVICE AREAS

In this section of the master plan a narrative overview of sewer service in each of Service Areas A through H is provided.

SERVICE AREA A

Service Area A is located along Mud Creek from Interstate 80 northerly. Sewer service in area A is directly tributary to the WRA Mud Creek Interceptor.

Service Area A consists of two general areas. The southern portion of Service Area A includes limited sewer service including a sewer located along 32nd Street SE and the sanitary sewer that extends westerly toward Franklin Street SW in the area of Shiloh Rose Pkwy. The balance of the southern portion of Service Area A is currently unsewered.

Sewer service in the southern portion of Service Area A is anticipated to occur as development is experienced. If development occurs from the WRA Mud Creek Interceptor outward toward the boundaries of Service Area A the collector sewers can be constructed in a logical sequence from downstream to upstream. If development occurs first in areas not directly adjacent to the WRA Mud Creek Interceptor it may be necessary to construct collector sewers that would extend from the WRA Mud Creek Interceptor to serve various development areas.

Figure 3 shows the concept of potential sewers that would extend to various portions of Service Area A. These sewers are illustrations of the potential location of collector sewers. The exact location of the collector sewers will need to be determined at the time individual areas are developed.

The northern portion of Service Area A has a fairly extensive network of sanitary sewers. Limited future sewer construction is anticipated in these areas. For the most part future sewers in the northern part of Service Area A will be constructed as development occurs.

The one potential exception to development constructed sewers is in the area east of Grant Street N and south of 16th Street NE. As part of the Northwest Trunk Sewer project the City established a connection fee district. The connection fee district was originally established for the Northwest Trunk Sewer project that was constructed by the City. The connection fee district was expanded to include areas east of Grant Street N. The expanded connection fee district includes the construction of a reach of sewer in the northeast corner of Service Area A. At the time the connection fee district was expanded it was anticipated the sewer through the undeveloped area east of Grant Street N and south of 16th Street NE would be constructed as part of the development that was in progress. That development has not moved forward.

Under the connection fee district concept the City would be obligated to construct the sewers identified in the connection fee district. The yet to be constructed portion of the connection fee district sewer relies on the sewer through the undeveloped area that is not part of the connection fee district. Depending on the timing of development, the City may need to evaluate

the sequence and order of construction of the portion of the sewer remaining to be completed under the connection fee district.

SERVICE AREA B

Service Area B is the area northwesterly of the City of Bondurant's Northwest Trunk Sewer at 2nd Street NW. Sewer service to Service Area B will be provided by an extension of the Northwest Trunk Sewer as shown on Figure 3. The sewer would eventually extend north to NE 94th Avenue. Figure 2 shows the invert elevation of the existing northwest trunk sewer at 2nd Street NW at 923.2. The trunk sewer should be constructed to maintain an invert elevation no higher than 950 at NE 94th Avenue.

If the trunk sewer is constructed along the west branch of Mud Creek the elevations of the trunk sewer should allow for sewer service to all of Service Area B. As development occurs it will be necessary to extend sewer from the trunk sewer outward to serve the outer parting of Service Area B both east and west of the trunk sewer.

If development occurs outward from the trunk sewer individual collector sewer can be constructed as part of the development. If development occurs starting more remotely from the trunk sewer the City may need to facilitate the extension of collector sewers.

SERVICE AREA C

Service Area C is located in the area of the east branch of Mud Creek north of the existing Northwest Trunk Sewer. Service Area C is generally defined as the area tributary to the east branch of the Mud Creek northerly of the existing sewer system.

Figure 2 shows sewer service to Service Area C to be provided by a trunk sewer that would start at the existing Northwest Trunk Sewer and continue upstream to the north. The invert elevation of the Northwest Trunk Sewer at the downstream end of a future trunk sewer and Service Area D is shown to be elevation 931.9. The projected invert elevation of the trunk sewer at NE 94th Avenue is elevation 951.0.

If a trunk sewer is constructed along the east branch of Mud Creek as shown on Figure 2 the elevation of the trunk sewer should allow for sewer service to all of Service Area C. If development occurs from the trunk sewer outward the collector sewers can be constructed as part of individual development projects. If development starts more remote from the trunk sewer the City will need to evaluate whether it would need to become involved in the construction of collector sewers that would extend from the trunk sewer outward to the development.

For purposes of the master plan it is assumed the City's role would be primarily limited to the trunk sewer. The City will need to reevaluate its involvement in additional sewers based on the order of development.

SERVICE AREA D

Service Area D is located in the southern part of the City. Service Area D is served by the Wolf Creek Trunk Sewer project constructed by the City of Bondurant. The sewers in Service Area D flow southerly and connect to the City of Altoona's sewer system near the west corporate limits at Ziegler Drive.

Service Area D is a relatively small area. It is not anticipated the City will need to construct additional trunk sewers in Service Area D. The City's capacity in Service Area D is limited to 0.25 mgd under the agreement with the City of Altoona.

SERVICE AREA E

Service Area E is located in the City of Bondurant near the west corporate limits west of Franklin Street SW. Service Area E slopes westerly and is naturally tributary to Muchikinock Creek.

The City of Altoona has constructed a trunk sewer along Muchikinock Creek to just north of NW 62nd Avenue. Although Altoona constructed the trunk sewer it did so contemplating there would be a potential for the sewer to serve future areas in Ankeny and potentially in Bondurant.

The City does not have an agreement with the City of Altoona relative to capacity in the Muchikinock Creek Trunk Sewer.

The master plan shows sewer service in Service Area E to be provided by a lift station near the west corporate limits. The lift station would pump the flow easterly to a collector sewer that would be constructed in Service Area A.

If the City determines it necessary to provide sewer service to Service Area E before the collector sewer in Service Area A is constructed, the City may need to construct a collector sewer to serve as the outlet for the lift station in Service Area E.

If the City of Altoona extends the Muchikinock Creek trunk sewer prior to the City of Bondurant requiring sewer service in Service Area E, there is a possibility the City of Bondurant could provide service to Service Area E by gravity westerly to a trunk sewer along Muchikinock Creek.

SERVICE AREA F

Service Area F is located south of 2nd Street NE, east of Pleasant Street, west of Eisenhower Drive and north of 15th Street SE. The eastern part of area F is located in the Santiago Creek basin. The western and southern portions of area F are located in an upland area between Santiago Creek, Mud Creek, and Camp Creek.

Service Area F is currently undeveloped. Service Area F has been identified by the City as a future development area including two certified sites.

The master plan shows sewer service to Service Area F to be tributary to the Urban Service Area Lift Station located on 2nd Street NE west of Eisenhower Drive NE. The master plan shows a potential trunk sewer extending west on 2nd Street NE and another trunk sewer extending southwesterly toward the central portion of Service Area F.

Although the master plan shows the location of sewers it is anticipated collector sewers in Service Area F will be developed based on the location and timing of individual development projects (depending upon the sequence of development).

SERVICE AREA G

Service area G is located north of 2nd Street NE in the Santiago Creek basin in the portion of the Santiago Creek basin that could be tributary to the Urban Service Area Lift Station.

The Urban Service Area Trunk Sewer extends from the lift station northwesterly and currently terminates at the north end of the Macintosh Drive NE. The invert elevation at the north end of the existing trunk sewer is approximately 948.5.

The service area tributary to the Urban Service Area Lift Station in Service Area G extends as far north as NE 102nd Avenue. However, significant areas in the eastern part of service area G from 16th Street NE northerly to NE 94th Avenue are located in areas with ground elevations between 965 and the low 970s.

Figure 2 shows a potential extension of the trunk sewer along the upper reaches of the Santiago Creek to NE 94th Avenue. Based on the invert elevation of the existing trunk sewer, the trunk sewer extension at NE 94th Avenue would have an invert elevation of approximately 968. The invert elevation of the trunk sewer would be too high to provide sewer service to much of the service area north of 16th Street NE.

The Urban Service Area Lift Station and trunk sewer appear to have been designed primarily to focus on the portion of the Santiago Creek basin located south of 16th Street NE. The lift station and trunk sewer were not constructed deep enough to serve the northern portion of Service Area G.

The two options for providing sewer service to the northern portion of Service Area G are the construction of a supplemental lift station near 16th Street NE with the flow to be pumped westerly to Service Area C or to construct a deeper sewer parallel to the existing Urban Service Area Trunk Sewer and to reconstruct or replace the Urban Service Area Lift Station with a lower invert elevation.

Lowering the invert elevation of the existing lift station and reconstructing the existing trunk sewer do not provide any additional service area. Of the two options, the preferred option is a

new lift station located along Santiago Creek near 16th Street NE. The lift station would pump westerly through a force main that would connect to the trunk sewer in Service Area C.

It is quite likely the City will improve portions of 16th Street NE prior to the time the lift station to serve the northern portion of Service Area G would be required. If the 16th Street NE improvements are constructed prior to the lift station and the City should install a portion of the force main as part of the street improvement project or reserve a corridor for installation of the force main at a future date.

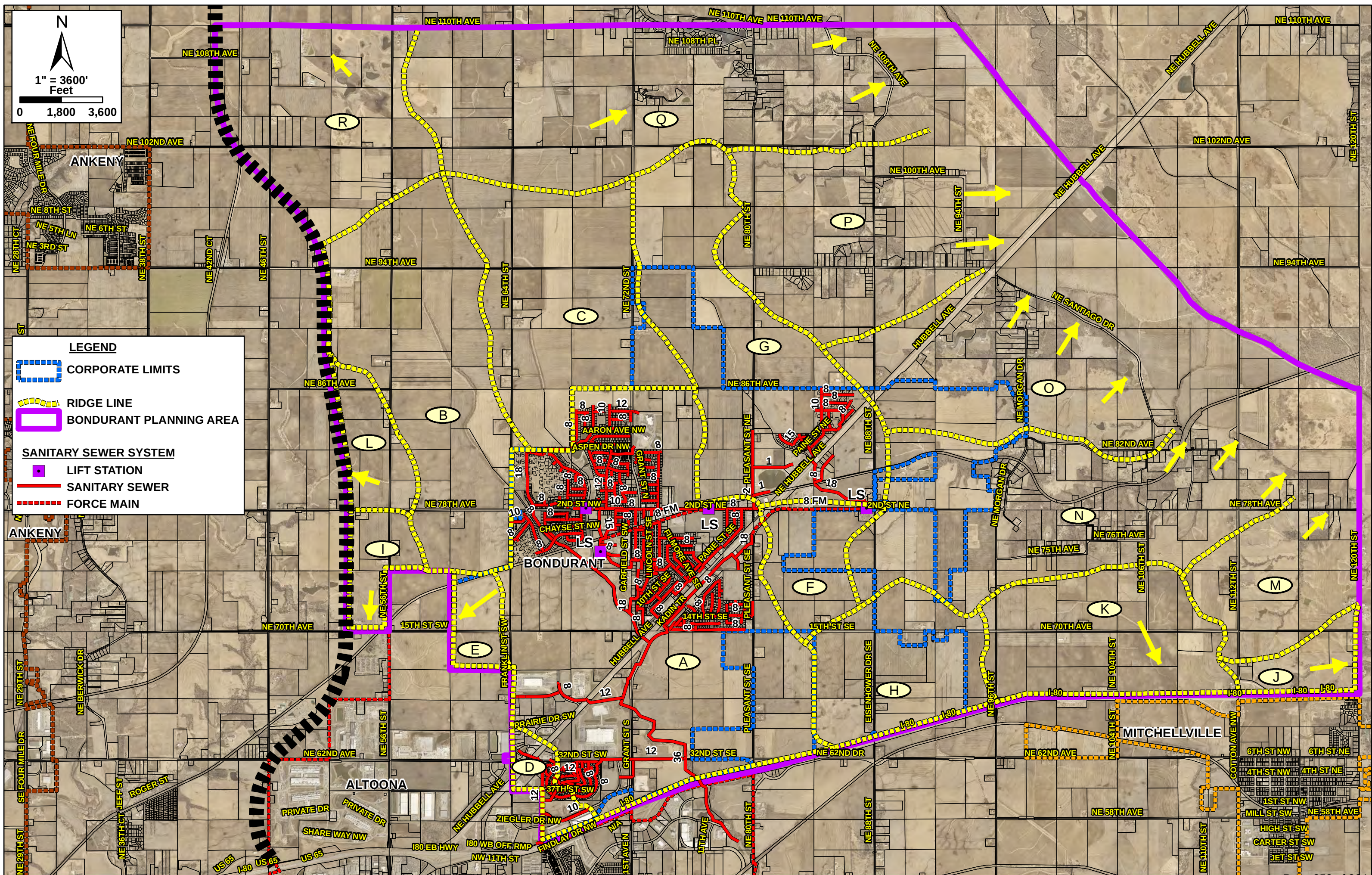
SERVICE AREA H

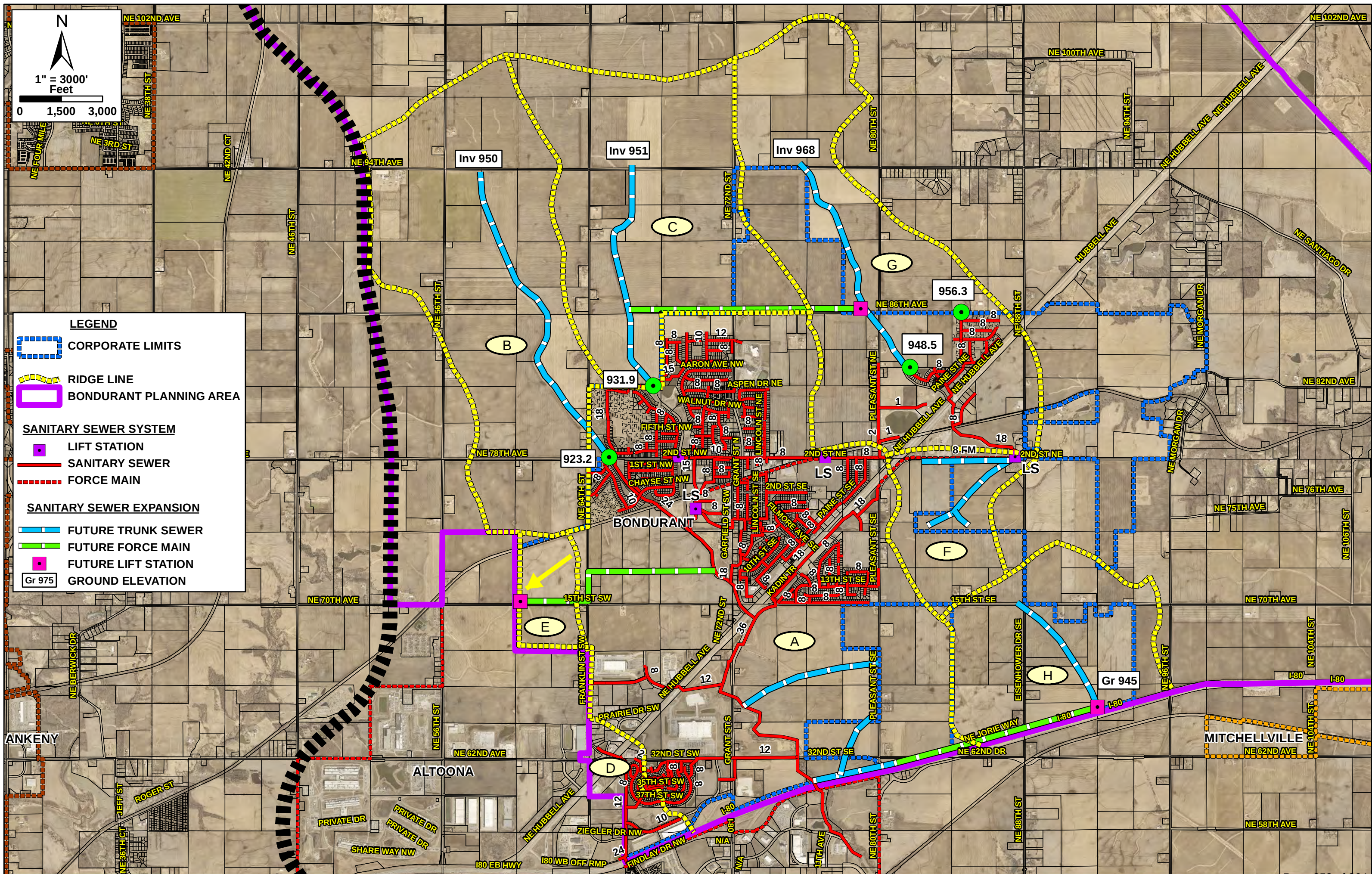
Service Area H is located north of Interstate 80 on both the east and west side of Eisenhower Drive NE. Service Area H naturally slopes southeasterly and is in the upper reaches of the Camp Creek basin.

Service Area H is currently undeveloped. However, Service Area H has been identified as an area of future industrial development. The Timmins certified site is located on both the east and west side of Eisenhower Drive SE north of Interstate 80. The site certification along with the completion of the water main and water tower in late 2024, are anticipated to be a catalyst for development of this area.

Sewer service to Service Area H would be provided by a lift station located along the natural swale east of Eisenhower Drive SE on the north side of Interstate 80. A force main would extend southwesterly along Interstate 80 to Eisenhower Drive SE and continue southwesterly along Jorie Way and NE 62nd Ave (32nd Street SE) to the west side of Pleasant Street SE. The force main would discharge into a trunk sewer located along Interstate 80 that would continue westerly to the WRA Mud Creek Interceptor. The trunk sewer along the northerly side of Interstate 80 west of Pleasant Street SE would serve the G-Holds certified site. The trunk sewer would be located in Service Area F.

As part of the site certification process for the Timmins certified site the City made certain assurances regarding the timing of improvements. To meet those commitments this master plan suggests the City complete the planning and design of the improvements to serve Service Area H. The improvements would not be constructed until there is an identified project that requires the sanitary sewer service.







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

Item No. 7.b.
For Meeting of 8/21/2023
Ordinance

TITLE: - (First Reading) Ordinance amending Chapter 167 of the City Code, titled Stream Buffer Protection and Management

CONTACT PERSON:

Isaac Pezley, City Planner

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: Attached is a text amendment to amend Chapter 167 titled Stream Buffer Protection and Management. The proposed text amendments addresses contradictions regarding Type III streams as well as addressing responsible parties for the protection and management of different types of streams. Currently, the City is responsible for the protection and management of all streams in City limits and requires developers to deed ownership of any and all streams to the City. The proposed code change would allow for private users to protect and manage stream areas. These privately held areas would be subject to certain requirements outlined in Section 167.06.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 230821-221

CITY OF BONDURANT
ORDINANCE NO. 230821-221

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, BY AMENDING CHAPTER 167, STREAM BUFFER
PROTECTION AND MANAGEMENT

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

Section 1. SECTION AMENDED. Chapter 167, titled Stream Buffer Protection and Management, of the City Code is hereby amended to read as follows:

CHAPTER 167

STREAM BUFFER PROTECTION AND MANAGEMENT

<u>167.01 Purpose</u>	<u>167.05 Buffer Management and Maintenance</u>
<u>167.02 Definitions</u>	<u>167.06 Stream Buffer Management Plan</u>
<u>167.03 Applicability</u>	<u>167.07 Enforcement</u>
<u>167.04 Stream Buffer Design</u>	<u>167.08 Exemptions</u>

167.01 PURPOSE. The purpose of this chapter is to establish minimum requirements for the design of buffers to protect streams and creeks that are within the jurisdiction of the City of Bondurant, Iowa; to protect the water quality of the creeks, streams and other significant water resources that are within the City of Bondurant and those that are downstream as well; and to provide for the environmentally sound use of Bondurant’s land resources.

167.02 DEFINITIONS. Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

1. “Active Channel” is the area of the stream channel that is subject to frequent flows (approximately once per one and half years) and that include the portion of the channel below the floodplain.

2. “Best Management Practices (BMP’S)” means a schedule of activities, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. Common BMPs are described in the Iowa Stormwater Management Manual and SUDAS. The BMPs covered are not meant to be a comprehensive list of acceptable BMPs.

3. “Buffer” is a vegetative area, including trees, shrubs, and herbaceous vegetation, that exists or is established to protect a stream system. Alteration of the natural area is strictly limited.

4. “Floodway” are mapped streams within the boundaries of the City of Bondurant that are identified as ‘floodway’ on the City’s Flood Insurance Rate Map.

5. “Iowa DNR Method” is a 50-foot-wide undisturbed buffer on each side of the near-stream zone (the stream’s belt width), which is defined as the corridor where the stream flows measured between the outsides of opposing meander bends. (Reference: Drawing 1. Riparian Buffering, on Page 7 of the River Restoration Toolbox Practice Guide 3: Riparian Buffering, dated April 2018, and prepared by the Iowa Department of Natural Resources.

4. 6. “Native Vegetation” refers to vegetation originating naturally in this region of the state. Native vegetation is not to be confused with all existing vegetation.

5. 7. “Streams” are perennial and intermittent watercourses identified through site inspection and United States Geological Survey (USGS) maps and further defined and categorized as follows. Streams not classified as a Type I Stream or a Type 2 Stream are not subject to Chapter 167.

A. Type I Streams are defined as perennial streams that show as solid blue lines on the United States Geological Survey seven and one-half minutes series topological map and have a drainage area of greater than 50 acres.

B. Type II Streams are defined as intermittent streams as dashed blue lines on the United States Geological Survey seven and one-half minutes series topological map and have a drainage area greater than 50 acres.

~~———— C. Type III Streams are defined as intermittent streams or natural channels which are not shown on the United States Geological Survey seven and one-half minutes series topological map as either blue or dashed blue lines which have drainage areas of greater than 50 acres.~~

6. 8. “Stream Bank” is the area between the stream channel and the break in the stream bank slope or the highest point of the stream channel.

7. 9. “Stream Channel” is part of the watercourse either naturally or artificially created that contains an intermittent or perennial base flow of groundwater origin. Base flows of groundwater origin can be distinguished by any of the following physical indicators:

A. Hydrophytic vegetation, hydric soil, or other hydrologic indicators in the area(s) where groundwater enters the stream channel in the vicinity of the stream headwaters, channel bed, or channel banks.

B. Flowing water not directly related to a storm event.

C. Historical records of a local high groundwater table, such as well and stream gauge records.

~~8.~~ 10. “SUDAS” means the current Standard Urban Design and Specifications Manual, as locally amended, that specifies the stormwater guidelines and stormwater controls deemed by SUDAS to meet the goals of the U.S. Environmental Protection Agencies NPDES permit program administered by the Iowa Department of Natural Resources.

~~9.~~ 11. “Wetland” is defined as areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marches, bogs, and similar areas.

167.03 APPLICABILITY. This chapter shall apply to proposed improvements associated with all land development activity requiring a site plan, construction drawings, or subdivision on property containing a Type 1 or Type 2 stream or those lands subject to the required minimum stream buffer area, ~~near a stream, or drainage swale draining greater than 50 acres~~. These requirements are in addition to, and do not replace or supersede, any other applicable buffer requirements established by other regulatory avenues.

167.04 STREAM BUFFER DESIGN.

1. A stream buffer for a stream system shall consist of a native vegetative strip of land extending along both sides of a stream and its adjacent wetlands, floodplain, or slopes. The stream buffer width shall be adjusted to include contiguous sensitive areas, such as steep slopes, or erodible soils, where development or disturbance may adversely affect water quality, streams, wetlands, or other water bodies.

2. The required base width for all buffers shall be determined on the type of stream being protected, as specified in the table below.

Table I. Required Minimum <u>Stream</u> <u>Buffer</u> Width	
<u>Type 1 or Type 2 Streams</u> with <u>Floodway</u> Where Floodway Exists	<u>Floodway</u> plus 50 feet on each side of <u>Floodway</u> boundary
<u>Type 1 or Type 2 Streams</u> with No <u>Floodway</u>	<u>Iowa DNR Method</u>
All others	30 feet

3. A comprehensive map of all existing stream buffer areas within the jurisdiction of the City of Bondurant has been established and will be provided upon request.

4. The City ~~of Bondurant~~ Administrator or his/her designee may consider buffer design modifications in unique cases of topography or other hardship provided that the project can meet the goals outlined in the purpose and intent of this chapter.

~~5. After the buffer distance has been determined an additional distance shall be provided for maintenance access, this additional distance is outlined in the table below.~~

Table II. Maintenance Access Distances		
Stream Type	Additional Width of Buffer	Sides of Buffer
Type I	20 feet	Both
Type II	20 feet	Both
Type III	15-20 feet	One Side

~~6. The buffer shall begin at the edge of the waterway for Type I and at the centerline of the channel for Type II and III waterways. The edge of the waterway is the outer wet edge of the channel during base flow or where the edge of vegetation occurs.~~

~~7. A stream buffer shall not be required for the portions of a stream that are less than 150 feet in length due to the stream having been previously enclosed within a pipe or box structure.~~

~~8.~~ 5. Impervious surfaces, septic systems and all associated equipment are prohibited within the buffer.

~~9.~~ 6. Dominant vegetation shall consist of existing or seeded/planted native trees, shrubs, perennial grasses and forbs suited to the soil and hydrology of the site and the intended purpose. No single species shall make up more than 50% of the total number of species planted. Turf grass (lawn) is not permitted.

~~10.~~ 7. Overland flow through the stream buffer area will be maintained as sheet flow.

167.05 BUFFER MANAGEMENT AND MAINTENANCE.

1. The stream buffer, including wetlands and floodplains, shall be managed to enhance and maximize the unique value of these resources. Management includes specific limitations on alteration of the natural conditions of these resources. All buffer areas should be left in a natural state and not mowed, trimmed, fertilized, or irrigated except to provide optimal plant establishment and maintenance. Weed control should be limited to legal requirements for eradication of noxious plants or for establishment of desirable plants. Maintenance shall normally consist of restoring natural or native plantings and following recommended practices of maintenance after establishment. Weeds and debris shall be removed as necessary.

~~2. The City of Bondurant will be responsible for the management and maintenance of the stream buffer only when the stream buffer area is under City of Bondurant ownership as described~~

~~in Section 167.05.4, including wetlands and floodplains, of Type I and II streams.~~ The City of Bondurant will only be responsible for the management and maintenance of City-owned stream buffer areas or those areas where the City accepts a permanent easement instead of ownership as specified in Section 167.05.4.

~~3. Type III stream management and maintenance shall be subject to drainage area and development goals. If management and maintenance of the Type III stream buffer is private, then a management plan shall be developed by the owner. The requirements for the stream buffer management plan are outlined in Section 000.06.~~ Management and maintenance of privately-owned stream buffers shall be subject to drainage area and development goals and a management plan shall be developed by the owner. The requirements for a stream buffer management plan are outlined in Section 167.06.

~~4. A deed to the City shall be given for all required stream buffers as a part of the final plat or site plan approval process. Alternatively, the City may request the stream buffer area be established by easement whereby the City may or may not be responsible for maintaining the stream buffer easement area.~~ At the full discretion of the City, any stream buffer may be required to be deeded to the City as part of the final plat or site plan approval process. In special circumstances, the City may accept a permanent easement for the purpose of protecting the land in and around the established stream buffer and impose any and all restrictions as determined by this chapter.

5. Temporary or permanent access easements may need to be developed during the site plan or subdivision process if the buffer is not yet contiguous to another point of access.

6. Encroachment onto public lands is a form of trespass. The erection of structures or modifications to natural areas on public lands that have been set aside for natural resource conservation and/or public use are considered encroachments. The unauthorized placement of natural or manmade materials on or within City owned or managed property is prohibited. The unauthorized construction or placement of any structures or other “improvements” on or within City property and the unauthorized alteration (i.e. mowing) of City property in any way is also prohibited.

~~6.~~ 7. The following structures, practices, and activities are permitted in the stream buffer, with specific design or maintenance features, subject to the review of the City of Bondurant:

A. Roads, bridges, paths, and utilities:

- the right-of-way should be the minimum width needed to allow for maintenance access and installation.

- the angle of the crossing shall be as close to perpendicular as feasible to the stream or buffer in order to minimize clearing requirements.

B. Stream restoration projects, facilities and activities approved by the City of Bondurant are permitted within the stream buffer.

C. Water Quality monitoring and stream gauging are permitted within the stream buffer, as approved by the City of Bondurant.

~~7~~ 8. The following practices and activities are prohibited within the stream buffer area, except with the explicit approval of the City of Bondurant.

A. Clearing of existing vegetation.

B. Grading, stripping, or other soil disturbing practices.

C. Filling or Dumping.

D. Draining the buffer area by ditching, underdrains, or other systems.

E. Use, storage, or application of pesticides, except for the spot spray of noxious weeds or nonnative species consistent with recommendations of the Polk County Soil and Water Conservation District.

~~8~~ 9. All plans prepared for recording and all right-of-way plans shall clearly:

A. Show the extent of any stream buffer on the subject property.

B. Label the stream buffer.

C. Provide a note to reference any stream buffer stating “There shall be no clearing, grading, construction or disturbance of vegetation except as permitted by the City of Bondurant.”

~~9~~ 10. The dedication of a stream buffer area in any form to the City of Bondurant shall not be interpreted to mean that this automatically conveys to the general public the right of access to this area.

167.06 STREAM BUFFER MANAGEMENT PLAN.

1. A plan approved by the City of Bondurant is required ~~for all Type III streams in all situations~~ where the ~~ownership~~ maintenance of a stream buffer is private.

2. The plan shall contain an informative, conceptual, and schematic representation of the proposed development activity by means of maps, graphs, charts, or other written or drawn documents so as to enable an informed decision regarding the proposed development activity.

3. A buffer plan shall be submitted in conjunction with the required grading plan for any development subject to a site plan or preliminary plat review, and the buffer should be clearly delineated on the grading plan.

4. Boundary markers will be installed by the applicant prior to commencing clearing and grading operations. Markers will be placed at the outside edge of the buffer prior to the start of any activity adjacent to the buffer. Markers shall be clearly visible and shall be spaced at a maximum of 100 feet. The markers may be joined by marking tape or fencing.

~~3.~~ 5. The plan shall contain the following specific information:

A. A location or vicinity map to include maximum two feet contour intervals and scale of no greater than one inch equals 100 feet.

B. Field delineated streams, springs, seeps, bodies of water, wetlands, and waterway buffer.

C. ~~A buffer plan shall be submitted in conjunction with the required grading plan for any development, and the buffer should be clearly delineated on the final grading plan.~~ Stream buffer ownership information and information on the entity responsible for buffer maintenance.

~~———— D. Boundary markers will be installed by the applicant prior to commencing clearing and grading operations. Markers will be placed at the outside edge of the buffer prior to the start of any activity adjacent to the buffer. Markers shall be clearly visible and shall be spaced at a maximum of 100 feet. The markers may be joined by marking tape or fencing.~~

D. The location and general measurements of established stream buffer and maintenance easements.

E. Language addressing the existing and planned vegetation within the buffer consistent with the requirements set forth in Section 167.04.6.

F. A general maintenance timeline of the stream buffer.

G. Other items as specified in Section 167.05.9.

~~4.~~ 6. The plan shall be developed by an Iowa licensed Professional Engineer, Iowa licensed Landscape Architect, or representative from the Polk Soil & Water Conservation District.

~~5.~~ 7. The plan shall outline the maintenance procedures established by the owner, to ensure the proper management of the stream buffer.

~~6.~~ 8. If a maintenance procedure consists of a controlled burn, an approved burn plan for the native areas shall also be included in the management plan. The burn plan shall be approved by the City and Polk County Air Quality prior to any burning activities. If, at a later date, the owner of the management plan decides to use controlled burning as a management tool, they may develop a burn plan and seek City approval.

167.08 ENFORCEMENT.

1. The City Administrator or his/her designee is authorized and empowered to enforce the requirements of this chapter in accordance with the procedures of this section.
2. If, upon inspection or investigation, the Administrator or his/her designee is of the opinion that any person has violated any provision of this chapter, he/she shall with reasonable promptness issue a notice of the violations identified while conducting an inspection or investigation. Each notice shall be in writing and shall describe the nature of the violation, including a reference to the provision within this chapter that has been violated. In addition, the notice shall set a reasonable time for the abatement and correction of the violation.
3. If the property owner fails to take corrective action, following notice prescribed for the service of civil process by the Iowa Rules of Civil Procedure, the City may do so by its own crews or by persons under its hire and assess against the property owner the City's cost therefore. The cost shall include the salaries and benefits earned by the City employees during such corrective action, a charge for City machinery used and such other costs and expenses as the City actually incurred. To the extent allowed by Iowa law, such costs and expenses may be assessed against the property owner and collected in the same manner as a property tax.
4. Unless another penalty is expressly provided by this chapter for any particular provision or section, any person violating any provision of this chapter or any rule or regulation adopted herein by reference shall be subject to a civil penalty as set forth in Chapter 4 of this Code of Ordinances.
5. Each day that a municipal infraction occurs and/or is permitted to exist constitutes a separate offense.

167.08 EXEMPTIONS.

Exemption of these activities does not constitute an exemption of any other activity proposed on a property:

1. Any existing use that does not change use, zoning district or size is exempt from requirements but shall meet the requirements for compliance for any new development requiring a site plan or subdivision.
2. A perpendicular stream crossing by a driveway, street, or utility lines.
3. A Street or driveway where buffer intrusion is the only option to provide access to a property.
4. Paved and unpaved trails and paths for public use.
5. Public water supply intake or public wastewater outfall structures.
6. Public access facilities that must be on the water including boat ramps, docks, foot trails leading directly to the river, fishing platforms and overlooks.
7. Utility lines and easements running parallel with the stream, except that all easements (permanent and construction) and clearing and grading shall recognize the sensitivity of the streams and use Best Management Practices to limit and repair the disturbance

within the buffer area. This includes such impervious cover necessary for the operation and maintenance of the utility, including but not limited to manholes, vents and valve structures.

8. Land development activities within a dedicated street right-of-way existing as of the effective date of this chapter.
9. Minor land disturbing for the intent of emergency erosion control and bank stabilization activities (i.e. for the purposes of corrective maintenance; measures for health, safety and welfare/ post storm/ or other disaster relief) if City of Bondurant is notified about the activity and the disturbance area is less than 5,000 square feet.

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

PASSED AND APPROVED by the City Council this ___ day of _____ 2023.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: August 21, 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