

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

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on September 5, 2023, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. Perfecting and Approval of the Agenda
5. Guests requesting to address the City Council
 - a. Black Helmet Presentation
 - b. Polk County Sheriff's Department
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 21, 2023, City Council Meeting Minutes
 - b. Applications for Council Approval
 - c. Claims List
 - d. O-230821-220 - (Second Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, by amending Chapter 47, Park Regulations
 - e. - Resolution approving an agreement with the Department of Transportation for the RISE Grant for approximately 1,560 feet of Campus Drive, 2,180 feet of the relocated Pleasant Street and 2nd Street NE and a 370-foot left turn lane on Campus Drive located on the east side of town. necessary for Economic Development within the City of Bondurant, Iowa
 - f. - Resolution approving pay request no. 2 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 \$52,527.10
 - g. - Resolution approving amended Development Agreement with Road Machinery & Supplies Co.

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.

**A virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/85088119691>*

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

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

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

Item No. 5.a.
For Meeting of 9/5/2023
Presentation

TITLE: Black Helmet Presentation

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

BONDURANT CITY COUNCIL
Minutes
August 21, 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 Present: City Administrator Marketa Oliver, City Clerk
Shelby Hagan, Planning & 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 06:04 PM and declared a quorum.

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Driscoll, seconded by Cox, to amend the agenda by removing item #8a. Vote on Motion 5-0. Motion carried. Motion by Driscoll, seconded by Cox, to approve the agenda as amended. Vote on Motion 5-0. Motion carried.

5. Guests requesting to address the City Council

a. DART

Sheri Kyas, DART, presented an update on the operations and maintenance facility for DART to the council and the public.

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

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

- d. R-230821-158- Resolution approving Memorandum of Understanding between the Iowa Department of Revenue and the City of Bondurant regarding the State Setoff Program
- e. R-230821-159- 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. R-230821-160- 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. R-230821-161- Resolution considering approval of the Plat of Survey to create Parcel '2023-122'
- h. R-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
- i. R-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
- j. R-230821-164- Resolution Setting Date for Public Hearing on Designation of the Expanded Bondurant Urban Renewal Area and on Urban Renewal Plan Amendment
- k. R-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
- l. R-230821-166- Resolution to appoint Ethan Pitt to the Board of Adjustment
- m. R-230821-167- 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

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

- n. R-230821-168- Resolution approving Amendment #2 with RDG for City Park Design
- o. R-230821-169- Resolution approving agreement with Veenstra & Kimm for professional engineering services for Civic Campus North
- p. O-230821-220 - (First Reading) Ordinance amending the Code of Ordinances of the City of Bondurant, Iowa, by amending Chapter 47, Park Regulations
- q. R-230821-171- Resolution authorizing the execution of a contract with OPN for professional services related to the Bondurant Emergency Services Facility
- r. R-230821-172- Resolution approving the contract for engineering services on the South Civic Campus/Bondurant Emergency Services Council Member Driscoll questioned item #6n. City Administrator Oliver questioned if the council had an opinion on naming the street for item #6f.

Motion by Cox, seconded by McKenzie, to Approve R-230821-172. Roll Call: Ayes: Cox, Sillanpaa, Pfeffer, McKenzie, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

7. Action Items

- a. R-230821-170- Resolution adopting the City's Sanitary Sewer Master Plan

Public Works Director Horton presented an overview of the City's Sanitary Sewer Master Plan to the council and the public.

Motion by Driscoll, seconded by Sillanpaa, to Approve R-230821-170. Roll Call: Ayes: Cox, Sillanpaa, Pfeffer, McKenzie, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- b. O-230821-221 - (First Reading) Ordinance amending Chapter 167 of the City Code, titled Stream Buffer Protection and Management Planning & Community Development Director Murray presented an overview of the amendments to the council and the public regarding stream buffers.

Motion by McKenzie, seconded by Driscoll, to waive the first and second reading, and Approve the third and final reading of O-230821-221 . Roll Call: Ayes: Cox, Sillanpaa, Pfeffer, McKenzie, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

8. Discussion Items -

- a. Water Discussion
Deleted.
- b. Shelter and Playground Equipment Options
City Administrator Oliver presented play structure examples to the council and the public from the company the Parks and Recreation Board selected during their July board meeting.

9. Reports / Comments and appropriate action thereon:

- a. Mayor
Meetings update.
- b. Council Members
Peffer - None.
Cox - Chamber and DART update.
Sillanpaa - P&Z update.
McKenzie - Questioned 2nd Street, NW speed limit, ICON and CVB update.
Driscoll - None.
- c. Administrator
Installment update of the new pedestrian signal, Special Census update.
- d. Directors
Murray - Grant update.
Horton - None.
Sanders - None.

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

Motion by Driscoll, seconded by Sillanpaa, to Move into Closed Session at 07:35 PM. Roll Call: Ayes: Cox, Sillanpaa, Peffer, McKenzie, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

Mayor Elrod closed the Closed Session at 07:40 PM.

11. Adjournment

Motion by Peffer, seconded by Cox, to adjourn at 07:41 PM. Vote on Motion 5-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

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

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on August 21, 2023, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

Doug Elrod, Mayor



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Polito's, LLC

NAME OF BUSINESS(DBA)

Abbie's

BUSINESS

(515) 957-8545

ADDRESS OF PREMISES

210 Lincoln st NE

PREMISES SUITE/APT NUMBER

CITY

Bondurant

COUNTY

Polk

ZIP

50035

MAILING ADDRESS

210 Lincoln st NE

CITY

Bondurant

STATE

Iowa

ZIP

50035

Contact Person

NAME

Brant Polito

PHONE

(515) 339-4446

EMAIL

bpolito@ymail.com

License Information

LICENSE NUMBER

BW0095629

LICENSE/PERMIT TYPE

Special Class C Retail Alcohol
License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Sep 1, 2023

TENTATIVE EXPIRATION DATE

Aug 31, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Brant Polito	Bondurant	Iowa	50035	president	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Farm Bureau Financial Services

POLICY EFFECTIVE DATE

Sep 1, 2023

POLICY EXPIRATION DATE

Sep 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Los Altos Mexican Restaurant LLC	Los Altos Mexican Restaurant	(641) 221-0920		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
87 Payne St		Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
C/O LUIS HUERTA 520 HARRISON ST	STUART	Iowa	50250	

Contact Person

NAME	PHONE	EMAIL
LUIS HUERTA FERNANDEZ	(641) 221-0920	losaltosmexican@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0046599	Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 1, 2023	Aug 31, 2024	

SUB-PERMITS
Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Catering, Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
LUIS HUERTA FERNANDEZ	STUART	Iowa	50250	PARTNER	75.00	No
IGNACIO GUTIERREZ LEMUS	GREENFIELD	Iowa	50849	PARTNER	25.00	No
Karen Havens						

Insurance Company Information

INSURANCE COMPANY

Auto Owners Insurance Company

POLICY EFFECTIVE DATE

Sep 1, 2023

POLICY EXPIRATION DATE

Sep 1, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

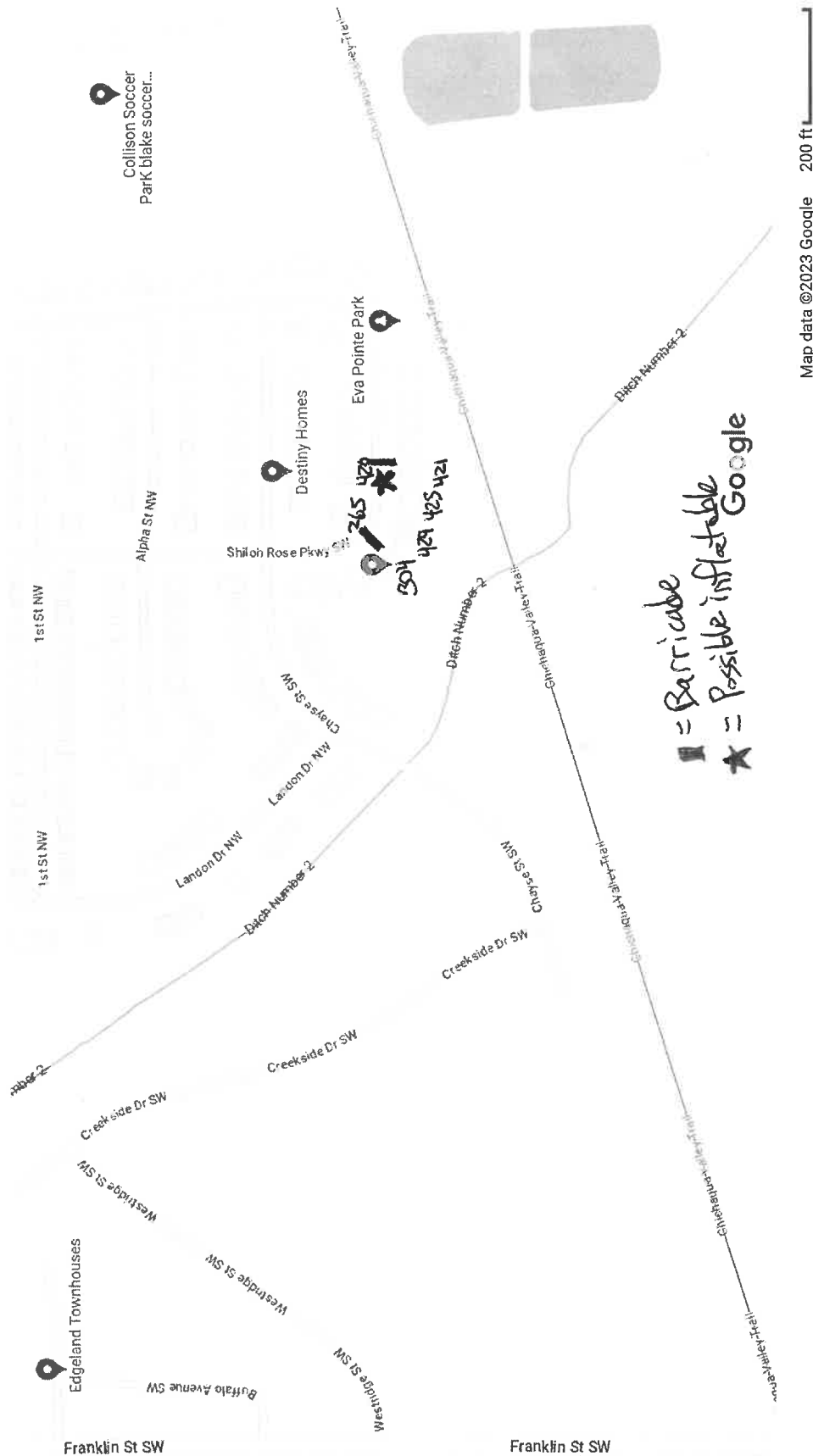
TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



State of Iowa

Alcoholic Beverages Division



Signatures on back



304 Shiloh Rose Pkwy SW

No reviews

Bondurant, IA 50035

of 304 shiloh rose pkwy sw, Bondurant,

IA 50035

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 Iowa/ISU Tailgate Neighborhood Party Date(s) of Event 9/9/2023
Location 304 Shiloh Rose Pkwy SW to 421 Eva Pint Dr SW
(Applicants must attach a map of the event layout that includes details like tent locations, portable restroom locations, sound stage, etc.)
Setup Time 10:00 AM Starting Time 12 PM (noon) Ending Time 10 PM

(Please Print)

Organization Hosting Event N/A Block Party
Contact Person Joe Miller Day Phone 515-231-9867
Email joemiller1985@gmail.com
Addl. Contact Rachel Miller Day Phone 515-210-3922
Email r.clemence91@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): Block party for
ISU/Iowa football game

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

Event Details:

(provide estimated counts)

Estimated Attendance
Trash Containers
Portable Toilets

50-75
multiple
N/A

(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

Maybe
None sold
Maybe
Flags on
some doors in neighborhood

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 require additional trash cans. Metro Waste Authority offers Event Recycling Stands that should be considered.

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

☐ Yes ☒ No

Will you need to borrow barricades from the City?

☒ Yes ☐ No

If we don't get trailer from city

(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:

Homes within closed road area will provide trash containers

Will you charge admission / registration fees: ☐ Yes ☒ No

If yes, is this for profit or not for profit? N/A 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

People may be drinking alcohol, but none will be sold

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

Will you be using outdoor tents great than 200 square feet? ☐ Yes ☒ No

Will you be using an outdoor canopy greater than 400 square feet? ☐ Yes ☒ No

Hope to get rec trailer

Will you be using inflatable rides or devices? *Maybe* ☐ Yes ☐ No

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

Will your event interfere with vehicle traffic? ☒ Yes ☐ No

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

No intersections impacted

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:

Small blu-tooth speaker

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.

Block party so we will be close to homes

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 Joe Miller

Date 8/28/2023

Printed Name Joe Miller

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			

Name

Address

Amy Muench

429 Eva Point Dr. SW

Robb Holland

421 Eva Point Dr. SW

Roy Dowse

425 Eva Point Dr. SW

Emi Kausch

215 Shiloh Rose Parkway SW

BRIAN COUSINS

420 EVA POINT DR SW

Joe Miller

304 Shiloh Rose Pkwy SW



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

Kum & Go, L.C.

NAME OF BUSINESS(DBA)

Kum & Go #0185

BUSINESS

(515) 274-7793

ADDRESS OF PREMISES

3015 Oxbow Court SW

PREMISES SUITE/APT NUMBER

CITY

Bondurant

COUNTY

Polk

ZIP

50035

MAILING ADDRESS

1459 Grand Avenue

CITY

Des Moines

STATE

Iowa

ZIP

50309

Contact Person

NAME

Kum and Go

PHONE

(515) 457-6249

EMAIL

licenses@kumandgo.com

License Information

LICENSE NUMBER

LE0003592

LICENSE/PERMIT TYPE

Class E Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Nov 6, 2023

TENTATIVE EXPIRATION DATE

Nov 5, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Class E Retail Alcohol License

PRIVILEGES



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Reed Rainey	Des Moines	Iowa	50309	COO	0.00	Yes
Brian Beckett	Des Moines	Iowa	50309	CFO	0.00	Yes
Tanner Krause	Des Moines	Iowa	50309	President	0.00	Yes
Charles Campbell	Des Moines	Iowa	50309	Secretary	0.00	Yes
Krause Group LTD	Des Moines	Iowa	50309	Owner	100.00	Yes
Jody Deiter						
Jody Deiter						

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Nicole Schneider	Nikki Schneider	(515) 291-8834		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
Main St SE		Bondurant	Polk	50035
MAILING ADDRESS	CITY	STATE	ZIP	
296 T Avenue	Boone	Iowa	50036	

Contact Person

NAME	PHONE	EMAIL
Nicole Schneider	(515) 291-8834	thewhimsicalwinetrailer@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	14 Day	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Sep 13, 2023	Sep 26, 2023		
SUB-PERMITS			
Special Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

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

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

Sep 13, 2023

POLICY EXPIRATION DATE

Sep 18, 2023

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Tax Abatement Applications
September 5, 2023
City of Bondurant

Name	Address	Closing Date	Cost
Dave Grater	610 Elizabeth Lane, NW	9/24/21	\$286,702
Kirby Gunnerson	3225 Linden Drive, SW	8/20/21	\$267,600
Avion Lockwood	783 McIntosh Court, NE	10/28/21	\$303,000
Kevin McLaughlin	3233 Linden Drive, SW	1/12/23	\$326,900
Matthew Scholbrock	3217 Linden Drive, SW	5/16/22	\$285,000
Calvin Anderson	1105 Joshua Drive, SE	11/17/21	\$360,000
George & Patricia Stock	313 11 th Street, NW	6/2/23	\$464,689
Jasmina Kustura	430 Alpha Street, NW	9/22/22	\$343,000
Susan Sutherland	2416 Paine Street, NE	11/19/21	\$280,000



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

Item No. 6.c.
For Meeting of 9/5/2023
Motion

TITLE: Claims List

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. CLAIMS LIST



Check Register

Packet: APPKT00811 - 8/25/23 FOR MEETING ON 9/5/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2135	ACME TOOLS DES MOINES	08/25/2023	Regular	0.00	17.14	62499
2600	AIRGAS USA, LLC	08/25/2023	Regular	0.00	72.00	62500
2752	AQUATIC CONTROL INC.	08/25/2023	Regular	0.00	607.50	62501
2454	BOOT BARN	08/25/2023	Regular	0.00	121.49	62502
1537	BOUND TREE MEDICAL LLC	08/25/2023	Regular	0.00	418.74	62503
2525	DINGES FIRE COMPANY	08/25/2023	Regular	0.00	1,166.00	62504
2137	JESTER INSURANCE SERVICE	08/25/2023	Regular	0.00	107,527.00	62505
2114	ESO SOLUTIONS INC	08/25/2023	Regular	0.00	7,730.92	62506
0179	GRAYBAR	08/25/2023	Regular	0.00	214.12	62507
2507	HOME SLICE	08/25/2023	Regular	0.00	100.00	62508
2125	IMS ALLIANCE	08/25/2023	Regular	0.00	94.00	62509
0210	IMWCA	08/25/2023	Regular	0.00	10,613.00	62510
	Void	08/25/2023	Regular	0.00	0.00	62511
2729	JOHN BERGESON	08/25/2023	Regular	0.00	160.00	62512
0251	MICROBAC LABORATORIES, INC	08/25/2023	Regular	0.00	348.50	62513
0965	MANATT'S INC.	08/25/2023	Regular	0.00	426.00	62514
0842	MENARDS - ALTOONA	08/25/2023	Regular	0.00	90.56	62515
0308	MUNICIPAL SUPPLY, INC.	08/25/2023	Regular	0.00	3,102.00	62516
0286	METRO WASTE AUTHORITY	08/25/2023	Regular	0.00	42,311.12	62517
1457	O'REILLY AUTO PARTS	08/25/2023	Regular	0.00	5.29	62518
0354	PFM FINANCIAL ADVISORS LLC	08/25/2023	Regular	0.00	13,406.00	62519
0332	PLUMB SUPPLY	08/25/2023	Regular	0.00	41.73	62520
0464	POSITIVE PROMOTIONS	08/25/2023	Regular	0.00	117.55	62521
1612	QUALITY STRIPING INC	08/25/2023	Regular	0.00	26,850.00	62522
2017	RDG PLANNING & DESIGN	08/25/2023	Regular	0.00	3,174.70	62523
1267	REES TREE SERVICE	08/25/2023	Regular	0.00	4,000.00	62524
2154	SANDSTONE MANAGEMENT LTD	08/25/2023	Regular	0.00	12,067.13	62525
1751	SWANK MOTION PICTURES INC	08/25/2023	Regular	0.00	510.00	62526
2676	TIFFANY LUNG	08/25/2023	Regular	0.00	706.79	62527
1813	UNITYPOINT CLINIC-OCCUPATI MED	08/25/2023	Regular	0.00	126.00	62528
1989	NICOLE VAN HOUTEN	08/25/2023	Regular	0.00	23.99	62529
2231	VERIZON WIRELESS	08/25/2023	Regular	0.00	2,364.70	62530
0291	MIDAMERICAN ENERGY	09/05/2023	Bank Draft	0.00	10,193.28	DFT0002531
2254	TCM BANK NA	08/14/2023	Bank Draft	0.00	470.94	DFT0002532
2093	KLC CONSTRUCTION	08/23/2023	Bank Draft	0.00	237,508.32	DFT0002533

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	46	31	0.00	238,513.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	3	3	0.00	248,172.54
EFT's	0	0	0.00	0.00
	49	35	0.00	486,686.51

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	8/2023	476,493.23
999	POOLED CASH	9/2023	10,193.28
			486,686.51



Payroll Check Register

Checks

Pay Period: 8/14/2023-8/27/2023

Packet: PYPKT00470 - 8/14-8/27/23 PAID ON 9/1/23
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: PYPKT00470 - 8/14-8/27/23 PAID ON 9/1/23
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	09/01/2023	73.71	104093
BAILEY, BOYCE E	7104	09/01/2023	1,333.47	104094
BERGESON, JOHN W	7121	09/01/2023	1,964.35	104095
BRIGGS, ASHTON S	1511	09/01/2023	821.66	104096
BRUCE, EMMA	3141	09/01/2023	807.10	104097
CARPENTER, JOHN C	5129	09/01/2023	1,610.77	104098
CHAPA, DAISY Y	1584	09/01/2023	1,078.49	104099
COLLISON, PATRICK F	5103	09/01/2023	2,274.79	104100
CORY, JOHN P	7120	09/01/2023	1,968.39	104101
CRITTENDEN, MATTHEW	1567	09/01/2023	807.47	104102
DOMINGUEZ, MATTHEW P	1513	09/01/2023	716.51	104103
EHRLER, AANNA N	1575	09/01/2023	1,987.12	104104
GILSON, DUSTY ALAN	7124	09/01/2023	1,408.14	104105
HAGAN, SHELBY L	5118	09/01/2023	2,555.41	104106
HARMISON, TROY G	1503	09/01/2023	1,749.64	104107
HIGGINS, DAVID P.	7105	09/01/2023	1,756.02	104108
HILL, EVAN L	7126	09/01/2023	840.54	104109
HORTON, JOHN C	7112	09/01/2023	3,412.80	104110
HORTON, JOHN C	7112	09/01/2023	100.00	104110
HOWIESON, DANIEL	1572	09/01/2023	937.51	104111
HUDECEK, JAYSON JOSEPH	1579	09/01/2023	1,055.75	104112
HUFF, TIMOTHY J	1559	09/01/2023	1,808.24	104113
JESS, JENE' N	5123	09/01/2023	3,454.55	104114
JOHNSON, ANNASTASHA	5130	09/01/2023	1,387.05	104115
KENT, RONALD D	7115	09/01/2023	1,107.58	104116
KING, CHRISTINA M	3143	09/01/2023	714.82	104117
KLINKER-FELD, MICHELL M	3135	09/01/2023	2,426.68	104118
KREUDER, AARON M	1441	09/01/2023	3,588.45	104119
KRUSE, OSCAR	1586	09/01/2023	738.45	104120
LUING, TIFFANY A	5133	09/01/2023	1,888.05	104121
MANGUM, MEGAN SUSANNA	3142	09/01/2023	1,752.33	104122
MARSHMAN, CRAIG A	5125	09/01/2023	1,634.26	104123
MILLER, BRODY E	1582	09/01/2023	1,585.98	104124
MORRIS, REBECCA L	1504	09/01/2023	2,311.41	104125
MURRAY, MARGARET	5126	09/01/2023	2,883.33	104126
OLIVER, MARKETA S	8403	09/01/2023	3,569.54	104127
OLIVER, MARKETA S	8403	09/01/2023	300.00	104127
PEZLEY, ISAAC J	5132	09/01/2023	2,264.43	104128
PHIPPS-BUCKLIN, CHANTEL E	4145	09/01/2023	754.08	104129
REYNOLDS, RAY A	1537	09/01/2023	1,137.29	104130
SANDERS, JILL C	3128	09/01/2023	3,152.53	104131
SCHINCKE, MEGAN	3137	09/01/2023	125.00	104132
SCHINCKE, MEGAN	3137	09/01/2023	1,069.96	104132
SCHINCKE, MEGAN	3137	09/01/2023	458.56	104132
SEXTON, WILLIAM M	7125	09/01/2023	400.00	104133
SEXTON, WILLIAM M	7125	09/01/2023	702.28	104133
SHARP, COLE P	1581	09/01/2023	550.53	104134
SPOERRY, DANIELLE M	1527	09/01/2023	1,431.89	104135
SUMMERS, ALAN C	1534	09/01/2023	1,417.26	104136
VAN HOUTEN, NICOLE M	5121	09/01/2023	1,671.24	104137



Payroll Check Register

Report Summary

Packet: PYPKT00470 - 8/14-8/27/23 PAID ON 9/1/23
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	50	75,545.41
Total	50	75,545.41



Refund Check Register

Refund Check Detail

UBPKT04255 - 8/18/23 - REFUND DOUBLE PAYMENT 16-01495-01

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
16-01495-01	NICHOLS, LACRESHA M	8/18/2023	62498	217.03			217.03	Deposit
Total Refunds: 1				Total Refunded Amount:	217.03			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	217.03
Revenue Total:	217.03

General Ledger Distribution

Posting Date: 08/18/2023

	Account Number	Account Name	Posting Amount	IFT
Fund:	600 - WATER			
	600-000-1101	CLAIM ON POOLED CASH	-217.03	Yes
	600-050-2141	APPLIED CREDITS	217.03	
	600 Total:		0.00	
Fund:	999 - POOLED CASH			
	999-000-1100	POOLED CASH	-217.03	
	999-050-2300	DUE TO OTHER FUNDS	217.03	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 9/5/2023
Ordinance

TITLE: - (Second 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.e.
For Meeting of 9/5/2023
Resolution

TITLE: - Resolution approving an agreement with the Department of Transportation for the RISE Grant for approximately 1,560 feet of Campus Drive, 2,180 feet of the relocated Pleasant Street and 2nd Street NE and a 370-foot left turn lane on Campus Drive located on the east side of town. 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 attached resolution executes an agreement with the Department of Transportation for a RISE grant in the amount of \$2,205,356.

The City has been working to improve the safety and usability of the intersection at NE 78th Avenue/Hwy 65. Land in this area has recently been annexed into the City. A significant portion of the land within the City limits (on both the north and south side of NE 78th Avenue between Highway 65 and NE 88th Street) is currently zoned as M2. Nearby land was recently certified IEDA's Site Certification program.

To facilitate development in the area, staff recommend moving forward with design and construction of infrastructure improvements in this area. Attached is a conceptual layout of the streets and below is the timeline for improvements. All improvements are public infrastructure and accessible/usable for general public use.

Survey	Completed
Annexation of Myers Site	Completed
Grant Submittal	Completed
Annexation west of Myers	Completed
TIA Review	mid-July 2023
DOT Commission Action	August 2023
DOT/City agreement	September 2023
DOT Plan Review/Comments	October 31, 2023
City Authorize NTB/NPH	November 2023
Public Hearing	December 2023
Bid Opening	January 2024
DOT Concurrence	February 2024
City Award Project	March 2024
Preconstruction Meeting	March 2024
Construction Start Up	April 1, 2024
Grading and Utilities	Fall 2024/Spring 2025
Paving, Restoration	Spring/Summer 2025

The City secured a RISE (Revitalize Iowa's Sound Economy) grant through the Iowa Department of Transportation to help offset the costs of the infrastructure in the amount of \$2,205,356. The full estimated cost of these improvements is estimated to be \$4,285,000. Of those costs, \$685,000 of proposed expenditures are for water main and \$190,000 are for sanitary sewer extension.

Staff is also pursuing a USTEP grant to help fund intersection improvements.

FUNDING SOURCE: TIF/Bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230905-173
2. Myers Certified Site Infrastructure Project (1)
3. Bondurant Agreement

CITY OF BONDURANT
RESOLUTION NO. 230905-173

A RESOLUTION APPROVING AN AGREEMENT WITH THE DEPARTMENT OF
TRANSPORTATION FOR THE RISE GRANT RELATED TO THE CONSTRUCTION OF
APPROXIMATELY 1,560 FEET OF CAMPUS DRIVE, 2,180 FEET OF THE RELOCATED
PLEASANT STREET AND 2ND STREET NE AND A 370-FOOT LEFT TURN LANE ON
CAMPUS DRIVE

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

WHEREAS the City is negotiated with a specific developer for the construction of a warehousing and distribution operation that will create more approximately 100 full-time and 300-400 part-time jobs in the City of Bondurant, and

WHEREAS the project is located in property that is currently zoned for industrial projects, and

WHEREAS the State of Iowa has offered the City of Bondurant a \$2,205,356 grant through the Revitalizing Iowa's Sound Economy (RISE) program; AND

WHEREAS the City Council for the City of Bondurant wishes to accept the grant and execute the grant agreement.

BE IT FURTHER RESOLVED that the City Council for the City of Bondurant does hereby execute Agreement No. 2024-R-001 with the State of Iowa Department of Transportation for Project No. RM-0747(615) -- 9d-77 for a RISE Grant in the above-referenced amount.

Passed this 5th day of September 2023,

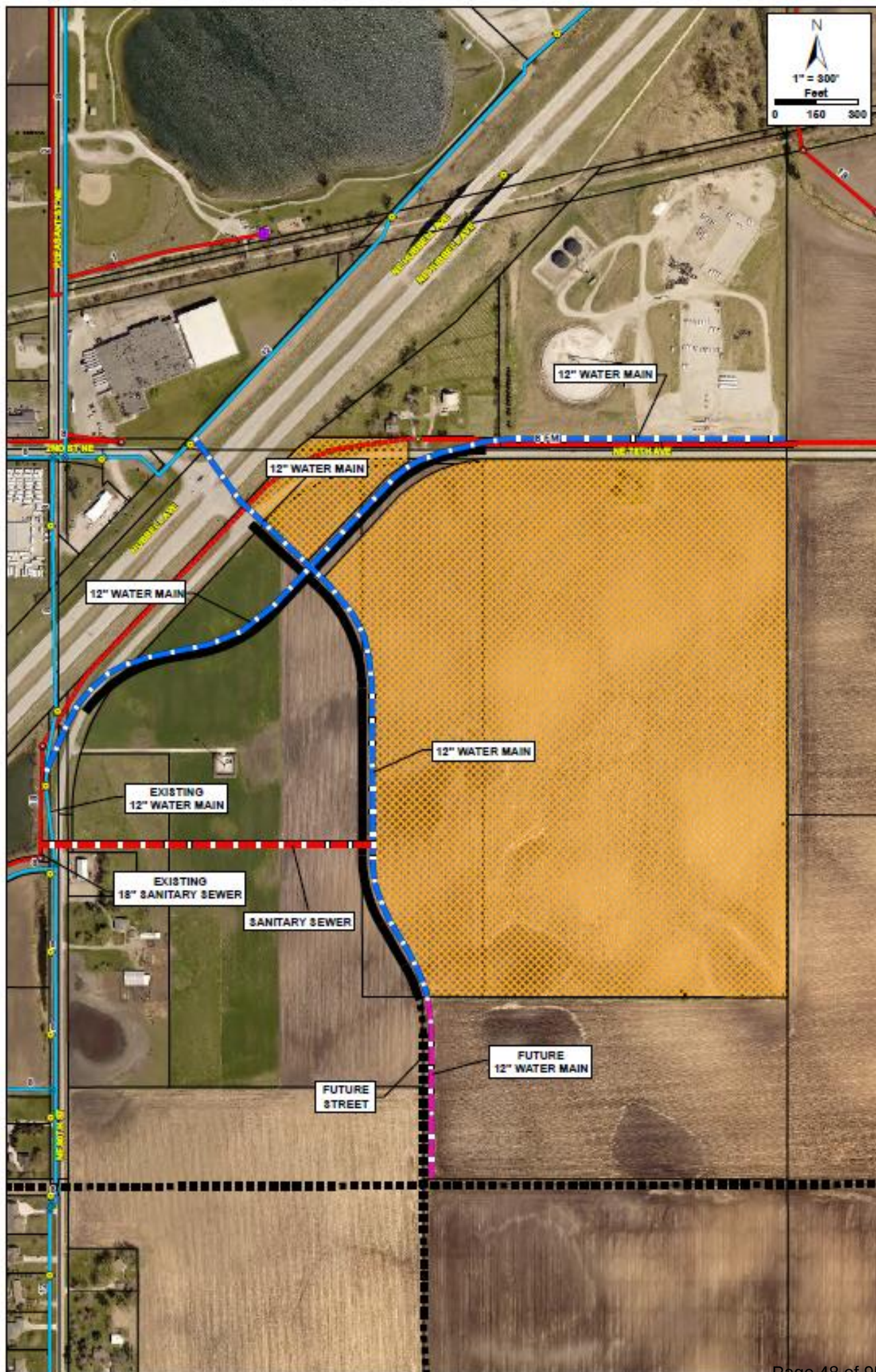
By: _____
Doug Elrod, Mayor

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				



**Iowa Department of Transportation
Agreement for a
Revitalize Iowa's Sound Economy Program (RISE) Project**

RECIPIENT: Bondurant

PROJECT NO: RM-0747(615)--9D-77

IOWA DOT AGREEMENT NO.: 2024-R-001

This is an agreement between Bondurant (hereinafter referred to as Recipient) and the Iowa Department of Transportation (hereinafter referred to as the DOT). The Recipient submitted an application to the DOT for funding through the Revitalize Iowa's Sound Economy (RISE) fund under Iowa Code Chapter 315, and the application was approved by Transportation Commission Order No. TD-2024-6 on August 8, 2023.

Pursuant to the terms of this agreement, and applicable statutes and administrative rules the DOT agrees to provide funding to the Recipient for the authorized and approved costs for eligible items associated with the construction of approximately 1,560 feet of Campus Drive, 2,180 feet of the relocated Pleasant Street and 2nd Street NE and a 370-foot left turn lane on Campus Drive located on the east side of town.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead organization for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DOT's and/or the Recipient's contact person. The DOT's contact person shall be Jennifer Kolacia, Systems Planning Bureau, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1738, email Jennifer.Kolacia@iowadot.us. The Recipient's contact person shall be Marketa Oliver, City Administrator, City of Bondurant, 200 2nd Street NE, P.O. Box 37, Bondurant, IA 50035, moliver@cityofbondurant.com, 515-967-2418.
3. The Recipient shall be responsible for the development and completion of the following described project:

Construction of approximately 1,560 feet of Campus Drive, 2,180 feet of the relocated Pleasant Street and 2nd Street NE and a 370-foot left turn lane on Campus Drive located on the east side of town.

Provide improved access to the Myers Industrial Site, an Iowa Economic Development Authority certified site of more than 66 acres. The associated economic development is the majority of the designated development area (66 acres in total and shown on Exhibit A) will be developed with RISE eligible land uses.

See Exhibit A.

4. Eligible project costs for the project described in Section 3 of this agreement, listed above, date of project approval (funding commitment) by the Transportation Commission shall be paid as follows:

City RISE Funds:	\$2,205,356
Bondurant Local Contribution:	\$1,470,238
Project Total:	\$3,675,594
5. The local contribution stated above may include cash or non-cash contributions to the project. The Recipient shall certify to the DOT the value of any non-cash contribution to the project prior to it being incurred. For right of way contributions, the recipient shall submit an appraisal from a qualified independent appraiser. The DOT reserves the right to review the Recipient's certificate of value and has sole authority to determine the value of the Recipient's non-cash contribution for the purposes of this agreement. If, as a result of the DOT's determination, the Recipient's total cash and non-cash contribution is below that stated in the terms of this agreement, the Recipient shall increase its cash contribution in order to complete the Recipient's local contribution, or the grant and/or loan amount associated with this project shall be reduced accordingly.
6. The portion of total project costs paid by RISE grant shall not exceed the amount stated above \$2,205,356 or 60 percent of the total cost of the eligible items, whichever is the smaller amount. Any cost overruns shall be paid solely by the applicant.
7. Project activities or costs eligible for funding include only those items set out in Exhibit B which is attached hereto and by this reference incorporated into this agreement, and which are necessary to complete the project as described in Section 3.
8. Activities or costs ineligible for funding include but are not limited to those items set out in Exhibit C which is attached hereto and by this reference incorporated into this agreement.
9. Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds or discontinuance or material alteration of the program for which funds were provided, the DOT shall have the right to terminate this contract without penalty by giving not less than ninety (90) days written notice.
10. The DOT reserves the right to delay reimbursement of funds to the Recipient if necessary to maintain a positive cash flow. If such a delay is necessary and lasts more than five working days, the DOT shall so notify the Recipient in writing and shall give the Recipient an estimate of when reimbursement might be expected. The DOT shall establish a system to equitably make reimbursements to all Recipients so affected.
11. The attached project implementation schedule, Exhibit D, shall be used unless the Recipient submits to the DOT, no later than 30 days subsequent to the Recipient's signature date on this agreement, a revised implementation schedule.

12. The Recipient must have let the contract or construction started within three years of the date this project is approved by DOT. If the Recipient does not do this, they will be in default for which the DOT can revoke funding commitments. This agreement may be extended for periods up to six months upon receipt of a written request from the Recipient at least sixty (60) days prior to the deadline.
13. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
14. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
15. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same instrument.
16. This agreement is not assignable without the prior written consent of the DOT.
17. If the project described in Section 3 of this agreement crosses a DOT primary road, then:
 - A. The Recipient shall convey title to the State of Iowa, by quit claim deed, to any right of way necessary for the primary road crossing, all at no cost to the DOT. However, the DOT shall prepare detailed legal descriptions and plats. The general configuration of the right of way to be conveyed shall be agreed to by the Recipient and the DOT prior to the survey.
 - B. The Recipient shall submit six copies of plans for all primary road system crossings to the DOT contact person for review and approval by the District Offices for necessary permits, Road Design and Maintenance Bureau with regard to crossing design and location, signing, fencing, safety, maintenance, compliance with access control policy, etc. Said approval shall be obtained before the Recipient proceeds with the construction of any primary road system crossing.
 - C. The use of primary highway right of way for this projects' purpose shall be subject to any rights enjoyed by any existing utility lines presently within the right of way. If excavation of a utility line over which this project has been placed is necessary for any reason, the utility shall be responsible for proper backfilling of said excavation to ground level. The Recipient shall be responsible for any necessary resurfacing or restoration.
 - D. The use of primary highway right of way for this projects' purposes shall be subject to any future plans for reconstruction, improvement, maintenance, and/or relocation of the highway by the DOT. Any relocation of this project necessary because of said plans shall be at the expense of the Recipient, all at no cost to the DOT.
18. The Recipient shall acquire the project right of way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the

procedures set forth in the DOT's Right of Way manual. The Recipient shall contact the DOT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in the right of way purchase are involved. The Recipient will need to comply with all state and local environmental requirements and regulations before acquiring any needed right of way. With prior approval, hardship and protective buying is possible. If the Recipient requests Federal-aid participation for right of way acquisition, the Recipient will need to get environmental concurrence and Federal Highway Administration (FHWA) authorization before purchasing any needed right of way.

19. The Recipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road system when on the DOT's right of way. Certain utility relocation, alteration, adjustment, or removal costs to the Recipient for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
20. The Recipient shall be responsible for obtaining any permits, such as the Right to Occupy and/or Perform Work Within the Right of Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to the start of construction.

The Recipient shall complete all known required environmental permits before the project is advertised for letting. In addition, the Recipient shall fully comply with all applicable environmental requirements before funds are reimbursed or credited.

The approval of the project application for funding nor the signing of this agreement nor the concurrence to advertise shall be construed as approval of any required permit from DOT.

21. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code Chapter (IAC) 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
22. In the event that right of way is required for the project, said right of way will be acquired in accordance with 761 IAC Chapter 111, Real Property Acquisition and Relocation Assistance, and the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.
23. The project plans, specifications and cost estimate shall be prepared and certified by a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa. The Recipient shall submit the plans, specifications and other agreement documents to the DOT for review. This submittal may be in divisions and in the order of preference as determined by the Recipient. However, the plans, specifications and other agreement documents for each division must be submitted at least thirty (30) days prior to the project advertising of each division. Project cannot be

advertised until DOT concurrence has been acquired. The DOT shall review said submittal(s) recognizing the Recipient's development schedule and shall, after satisfactory review, authorize in writing the Recipient to proceed with implementation of the project letting. The work on this project shall be in accordance with the survey, plans, and specifications on file. Any modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.

24. The Recipient shall be responsible for the daily inspection of the project. For projects let to contract, the Recipient shall compile a daily log of materials and quantities. For projects constructed with local forces, the Recipient shall compile a daily log of materials, equipment and labor on the project. The DOT reserves the right to inspect project activities and to audit claims for funding reimbursement. The purpose of the inspection or audit is to determine substantial compliance with the terms of this agreement.
25. The Recipient shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The Recipient shall also make such materials available at all reasonable times during the construction period and for three years from the date of final reimbursement, for inspection by the DOT, FHWA, or any authorized representatives of the Federal government. Copies of said materials shall be furnished by the Recipient if requested.
26. The Recipient may submit to the DOT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
27. The DOT shall reimburse the Recipient for properly documented and certified claims for eligible project activity costs less a retainage of not more than five percent, either by state warrant, or by crediting other accounts from which payment may have been made initially. If, upon audits of contracts, the DOT determines the Recipient is overpaid, the Recipient shall reimburse the overpaid amount to the DOT.
28. Upon completion of the project described in this agreement, a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this agreement.

In addition, prior to final reimbursement for the project the Recipient shall furnish a set of "as-built" plans of the project to the DOT.

Final reimbursement of funds, including retainage, shall be made only after the DOT accepts the project as complete.

29. If, in the opinion of the Recipient, the specific provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, prove to be burdensome to the Recipient or otherwise not in the public interest, and if the Recipient decides that the

provisions of this agreement can be otherwise complied with without endangering public safety, the Recipient may request that said provisions be waived on all or specific parts of the project identified by the Recipient. Such request shall be made in writing to the DOT's contact person who shall, after consultation with other DOT staff, as necessary, make the final determination concerning said waiver. If said waiver is granted, all provisions of this agreement requiring the services of a professional engineer, architect and or landscape architect (whichever applies), licensed to practice in the State of Iowa, shall be performed by the Recipient's contact person or designee.

30. The Recipient agrees to indemnify, defend and hold the DOT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection or use of this project. This agreement to indemnify, defend and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews and funding participation.
31. This agreement may be declared to be in default by the DOT if the DOT determines that the Recipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the DOT determines that the project is not developed as described in the application.
32. If the Recipient fails to perform any obligation under this agreement, the DOT shall have the right, after first giving thirty (30) days written notice to the Recipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Recipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Recipient shall notify DOT no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. Within ten (10) working days of receipt of Recipient's notice of cure, the DOT shall issue either a notice of acceptance of cure or a notice of continued default.
33. In the event a default is not cured the DOT may revoke funding commitments and/or seek repayment of funds loaned or granted by this agreement. By signing this agreement, the Recipient agrees to repay said funding if they are found to be in default. Repayment methods must be approved by the DOT Commission and may include cash repayment, installment repayments with negotiable interest rates, charges against the Recipient's share of road use tax funds, or other methods as approved by the Commission.
34. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after ten (10) days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the disputed question. DOT and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the state or federal courts absent exhaustion of the provisions of this section for arbitration.
35. The Recipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the DOT. Failure to comply with this provision may be considered a default of this agreement.

36. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
37. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit E which is attached hereto and by this reference incorporated into this agreement.
38. The Recipient shall conduct the project development and implementation in compliance with applicable laws, ordinances and administrative rules. For portions of the project let to bid, the Recipient shall advertise for bidders, make a good faith effort to get at least three bidders and hold a public letting for the project work. Prior to awarding the contract, the Recipient shall provide the DOT file copies of project letting documents within five (5) working days after the letting. The Recipient must wait for DOT concurrence before making the final award.
39. The Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
40. Local Development: The Recipient shall notify the DOT's contact person within 30 days of the date the RISE project was constructed and open to traffic. The Recipient shall certify to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic any associated economic development which has resulted from the project, including infrastructure improvements, capital investment, and/or job creation. This certification by the Recipient is subject to review by the DOT.

Land: The Recipient shall also provide certification documentation to the DOT's contact person within three years of the date the RISE project is constructed and open to traffic that the majority of the area that was developed is RISE eligible. The Recipient will certify that the developed area has been maintained as a RISE eligible development and that the said development meets RISE eligibility requirements. This certification by the Recipient is subject to audit by the DOT and the DOT has sole authority to determine whether the associated economic development has been accomplished. If the majority of the developed area is not RISE eligible then the Recipient shall pay back an amount determined by the DOT up to the full repayment of the RISE award.

The DOT shall monitor the progress of the associated economic development following the construction of the RISE project. Failure to certify the associated economic development shall be considered a default under this agreement.

41. This agreement as set forth in sections 1 through 41 herein, including referenced exhibits, constitutes the entire agreement between the DOT and the Recipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DOT and Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-R-001
as of the date shown opposite its signature below.

RECIPIENT: Bondurant

By: _____ Date _____, _____

Title: Mayor

CERTIFICATION:

I, _____, certify that I am the Clerk of the city, and that
(Name of City Clerk)

_____, who signed said Agreement for and on behalf of
(Name of Mayor/Signer Above)

the city was duly authorized to execute the same by virtue of a formal resolution duly passed
and adopted by the city, on the ____ day of _____, _____.

Signed: _____

City Clerk of Bondurant, Iowa.

IOWA DEPARTMENT OF TRANSPORTATION
Planning, Programming and Modal Division
800 Lincoln Way, Ames, Iowa 50010

By: _____ Date _____, 20__

Garrett Pedersen
Director
Systems Planning Bureau

Exhibit A

Project Site Map:

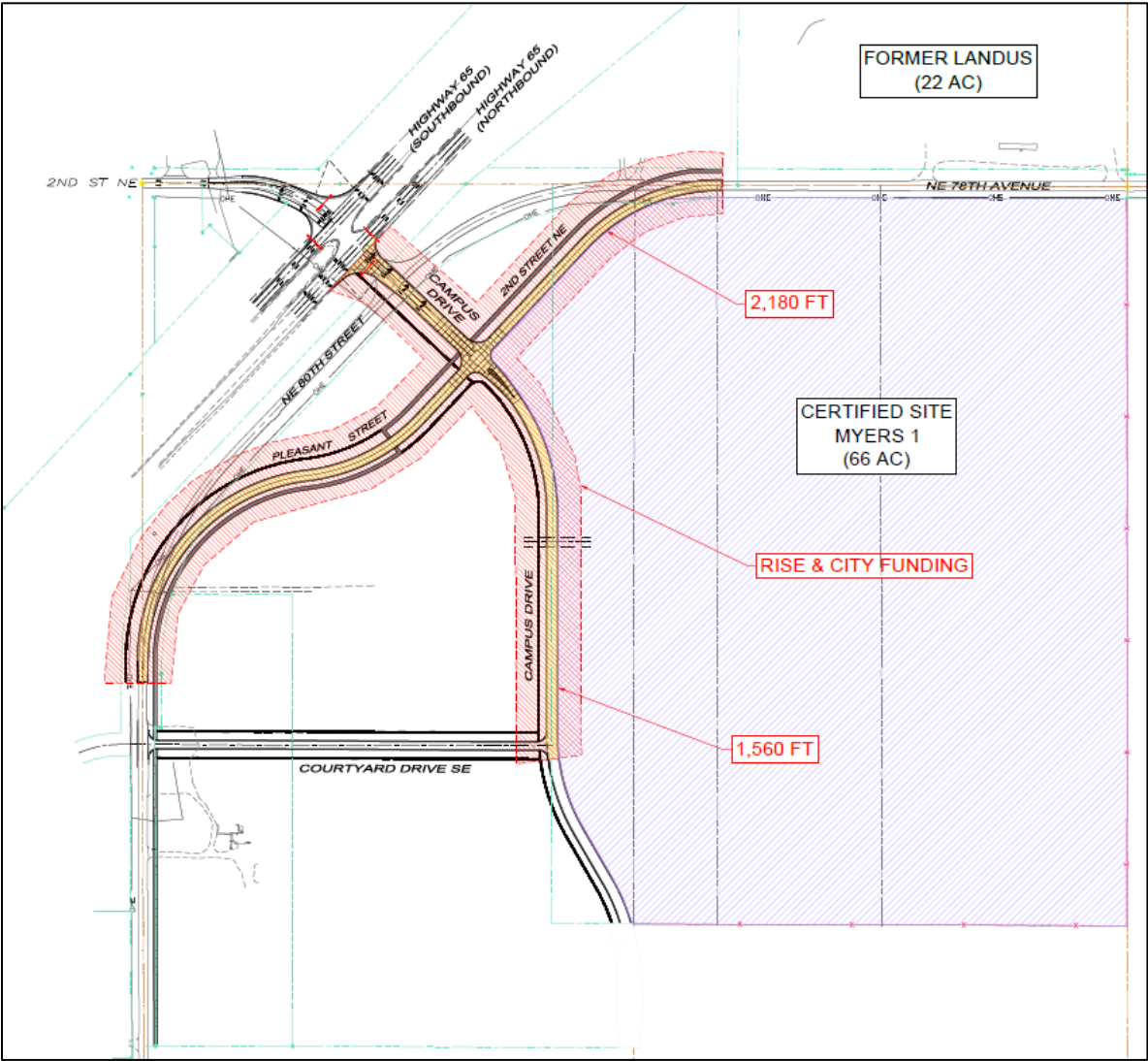


Exhibit B

Project activities or costs eligible for RISE funding, and which may be counted as part of the non-RISE participation in immediate opportunity and local development roadway projects, include only the following:

- a. Roadway resurfacing, rehabilitation, modernization, upgrading, reconstruction or initial construction, including grading and drainage, paving, erosion control, pavement overlays and shoulder widening and stabilization.
- b. Bridge and culvert repair, modernization, replacement or initial construction.
- c. Roadway intersection and interchange improvements including warranted traffic signalization when it is integral to the improvement.
- d. Public transportation system improvements, including but not limited to bus shelters, bus turnouts, and passenger information signage, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- e. Bicycle and pedestrian infrastructure improvements, including but not limited to sidewalks, at-grade pedestrian crossings, bike lanes, and separated bike lanes, when they are integral to the roadway improvement and were approved for inclusion in the project by the Department prior to the funding commitment.
- f. Right-of-way acquisition costs, including but not limited to appraisals, negotiation, compensation, and cultural resources surveys necessary to comply with applicable local, state and federal laws, rules and regulations.
- g. Construction or improvement of motorist rest areas, welcome centers and information centers.
- h. Design engineering costs leading to construction plan development and construction inspection costs associated with RISE-financed projects.
- i. County and City bond principal and interest payments associated with RISE projects. No financing expenses incurred prior to funding commitment shall be eligible.
- j. Storm drainage and storm sewer costs to the extent needed for draining the roadway.
- k. Reconstruction or adjustment of utilities, including but not limited to water, sanitary sewer, electric, telephone, and natural gas, when utilities are located on private property and require replacement or relocation due to project construction; or said utilities are located in the public right-of-way and the utility is not required to relocate at its own expense.
- l. Costs associated with the acquisition of local, state and federal permits required for roadway construction.

Exhibit C

Activities or costs ineligible for RISE funding, and which may not be counted as part of the non-RISE participation in immediate opportunity or local development roadway projects, include but are not limited to the following:

- a. Any and all costs incurred prior to a funding commitment by the commission notwithstanding rule 761—163.9(315).
- b. Routine roadway, bridge and culvert maintenance, including but not limited to pothole filling, crack sealing, seal coating, patching, shoulder maintenance, gravel or earth roadway maintenance, and bridge painting.
- c. Winter roadway and bridge maintenance, including but not limited to snow plowing, sanding and salting.
- d. Overhead and operating costs associated with eligible project activities, including auditing.
- e. Expenses associated with the preparation and submission of applications for RISE funding.
- f. Pre-design engineering, feasibility or alignment studies, and other planning expenses.
- g. Traffic signalization, except as an integral part of a roadway project.
- h. Pavement marking and traffic signs, except as an integral part of a roadway project.
- i. Utility construction, reconstruction or adjustment except for those activities or costs described in Exhibit B, Item k.
- j. Safety appurtenances, except as an integral part of a roadway project.
- k. Lighting, except as an integral part of a roadway project.
- l. Lighting energy and maintenance costs.
- m. Sidewalks, bicycle paths and railroad-highway crossings, except when replacing those facilities in service and affected by the project, or as an integral part of a roadway project.
- n. Parking expenditures, including those for structure, lots, meters, paving, and marking whether on-street or off-street parking.
- o. Non-roadway transportation expenditures, including those for railway, aviation, public transportation and inland waterway facilities and equipment.
- p. Purchase of furnishings, construction equipment and personal property.

- q. General government expenses and expenses associated with the provision of any public service which are not eligible for RISE program assistance.
- r. Donated right of way.

Exhibit D

Project Implementation Schedule:

Commission Approval Date:	August 8, 2024
Design Completion:	October 2023
Letting/Bid Date:	January 2024
Project Closeout:	August 2025

Exhibit E

CONTRACT PROVISION

**Targeted Small Business (TSB)
Affirmative Action Responsibilities
on
Non-Federal Aid Projects (Third-Party State-Assisted Projects)**

September 2020

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
Phone: (515-348-6159)
Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.

TSB Affirmative Action Responsibilities

- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

TSB Affirmative Action Responsibilities

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here:

<https://forms.iowadot.gov/FormsMgt/External/730007.doc>

Contractor _____

Page# _____

Project# _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

County _____

City _____

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

**UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)**

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://iowaeconomicdevelopment.com/tsb>.
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010: <https://forms.iowadot.gov/FormsMgt/External/260017.pdf>.

CHECKLIST AND CERTIFICATION
For the Utilization of Targeted Small Businesses (TSB)
On Non-Federal-aid Projects (Third-Party State-Assisted Projects)

Recipient: _____ Project Number: _____

County: _____ Agreement Number: _____

1. Were the names of qualified TSB firms obtained from the Iowa Economic Development Authority? ☐ YES ☐ NO

If no, explain _____

2. Were qualified TSB firms notified of project? ☐ YES ☐ NO

If yes, by ☐ letter, ☐ telephone, ☐ personal contact, or ☐ other (specify) _____

If no, explain _____

3. Were bids or proposals solicited from qualified TSB firms? ☐ YES ☐ NO

If no, explain _____

4. Was a goal or percentage established for TSB participation? ☐ YES ☐ NO

If yes, what was the goal or percentage? _____

If no, explain why not: _____

5. Did the prime contractor or consultant use positive efforts to utilize TSB firms on subcontracts? ☐ YES ☐ NO

If no, what action was taken by Recipient? _____

Is documentation in files? ☐ YES ☐ NO

6. What was the dollar amount reimbursed to the Recipient
from the Iowa Department of Transportation?

\$ _____

What was the final project cost?

\$ _____

What was the dollar amount performed by TSB firms?

\$ _____

Name(s) and address(es) of the TSB firm(s) _____

(Use additional sheets if necessary)

Was the goal or percentage achieved? ☐ YES ☐ NO

If no, explain _____

As the duly authorized representative of the Recipient, I hereby certify that the Recipient used positive efforts to utilize TSB firms as participants in the State-assisted contracts associated with this project.

Title

Signature

Date



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

Item No. 6.f.
For Meeting of 9/5/2023
Resolution

TITLE: - Resolution approving pay request no. 2 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 \$52,527.10

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommend the attached resolution to approve pay app #2 in the amount of \$52,527.10 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/Water Utility

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230905-174
2. KLC Pay Estimate No. 2 water mains

CITY OF BONDURANT
RESOLUTION NO. 230905-174

RESOLUTION APPROVING PAY REQUEST NO. 2 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 \$52,527.10

WHEREAS the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project Pay Request No. 2 was submitted on August 28th, 2023; 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. 2 to KLC Construction LLC. in the above-referenced amount is hereby approved.

Passed this 5th day of September 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				

Date: August 28, 2023

PAY ESTIMATE NO. 2

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	August 11, 2023 to August 25, 2023

BID ITEMS

[illegible]

MATERIALS STORED SUMMARY			
Description	Number of Units	Unit Price	Extended Cost
12" C900 Pipe	2,820	\$ 44.25	\$ 124,785.00
12" C900 Certalok	320	\$ 59.05	\$ 18,896.00
Hydrant	4	\$ 3,926.62	\$ 15,706.49
12" Valve	4	\$ 3,016.66	\$ 12,066.64
6" Valve	4	\$ 959.91	\$ 3,839.64
Misc. Water Main Items	1	\$ 20,006.67	\$ 20,006.67
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
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TOTAL MATERIALS STORED			\$ 195,300.44

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$1,995,059.00	\$ 110,000.00
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -00.	\$ -00.
Revised Contract Price		\$ 1,995,059.00	\$ 110,000.00
Materials Stored		\$	195,300.44
Value of Completed Work and Materials Stored		\$	305,300.44
Less Retained Percentage (5%)		\$	15,265.02
Net Amount Due This Estimate		\$	290,035.42
Less Estimate(s) Previously Approved	No. 1	\$ 237,508.32	
	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		\$	237,508.32
Amount Due This Estimate		\$	52,527.10

The amount \$ 52,527.10 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>[Signature]</i>	Signature: <i>[Signature]</i>	Signature:
Name: <i>Michelle Hays</i>	Name: <i>Callin Hornsby</i>	Name:
Title: <i>Owner</i>	Title: <i>Project Manager</i>	Title:
Date: <i>8/27/23</i>	Date: <i>8/28/2023</i>	Date:



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

Item No. 6.g.
For Meeting of 9/5/2023
Resolution

TITLE: - Resolution approving amended Development Agreement with Road Machinery & Supplies Co.

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Attached is a resolution approving an amended development agreement with RMS. As you may recall, in August 2020, the City Council approved a development agreement with RMS a two-year, TIF rebate that will go into effect once their standard tax abatement has run its course. The development agreement included specific years of tax abatements and specific years for the TIF rebate. However, due to the tax abatement being filed later than anticipated, the original agreement was off by one year. The updated agreement simply adjusts the years in which the tax abatement occurs and in which the TIF rebate occurs. All other elements remain the same. This is considered a ministerial adjustment.

FUNDING SOURCE: TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 230905-175
2. Amended Development Agreement (RMS) (Bondurant #67 2023)-v1
3. Development Agreement (RMS) (Bondurant #47 2018) - Amended Development Agreement (RMS) (Bondurant #67 2023)-v1

APPROVE AMENDED DEVELOPMENT
AGREEMENT

(Road Machinery & Supplies Co.)

420886-67

Bondurant, Iowa

September 5, 2023

A meeting of the City Council of the City of Bondurant, Iowa, was held at six p.m., on September 5, 2023, at the Bondurant City Center, in the City, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

CITY OF BONDURANT
RESOLUTION NO. 230905-175

Resolution Approving Amended Development Agreement with Road Machinery
& Supplies Co.

WHEREAS, the City of Bondurant, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Bondurant Urban Renewal Area (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City has previously entered into a certain development agreement (the “Original Agreement”) with Road Machinery & Supplies Co. (the “Company”) pursuant to which the Company agreed to undertake the construction of new industrial facilities (the “Project”) on certain real property (the “Property”) in the Urban Renewal Area for use in the Company’s road equipment distribution business operations; and

WHEREAS, under the Original Agreement, the City agreed to make annual appropriation incremental property tax payments (the “Payments”) to the Developer in an amount not exceeding \$450,000; and

WHEREAS, the City and the Developer now propose to amend the Original Agreement in order to (1) update the timeframe during which the Property is subject to tax abatement; (2) update the time period during which the City will make the Payments to the Developer; and (3) make other related changes; and

WHEREAS, an amended agreement (the “Amended Agreement”) has been prepared to set forth the new understanding between the City and the Company, and it is now necessary to make provision for its approval; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby reaffirms that:

(a) The Project will add diversity and generate new opportunities for the Bondurant and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by entering into the Amended Agreement and providing incremental property tax payments to the Company.

Section 3. The Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the City, in substantially the form and content in which the Amended Agreement has been presented to this City Council. Such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on September 5, 2023.

Mayor

Attest:

City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
COUNTY OF POLK SS:
CITY OF BONDURANT

I, the undersigned, City Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to adopting a resolution to approve an amended development agreement with Road Machinery & Supplies Co..

WITNESS MY HAND hereto affixed this _____ day of _____, 2023.

City Clerk

AMENDED DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Bondurant, Iowa (the “City”) and Road Machinery & Supplies Co. (the “Company”) as of the ____ day of _____, 2023 (the “Commencement Date”).

WHEREAS, the City has established the Bondurant Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has constructed new industrial facilities (the “Project”) on the Property for use in the Company’s road equipment distribution business operations; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under this Agreement and Section 403.19 of the Code of Iowa is \$48,580 (the “Base Valuation”); and

WHEREAS, the City and the Developer entered into a Development Agreement (the “Original Agreement”) dated _____, 2020 pursuant to which the City agreed to provide tax increment financing assistance to the Developer with respect to the Project; and

WHEREAS, the City and the Developer now propose to amend the Original Agreement in order to (1) update the timeframe during which the Property is subject to tax abatement; (2) update the time period during which the City will make the Payments (as herein defined) to the Developer; and (3) make other related changes; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company has constructed the Project on the Property and agrees to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined.

2. Property Tax Abatement. The Company hereby agrees to submit timely application for property tax abatement for the Property under the City’s urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa by February 1, 2022. It is anticipated that

the property tax abatement contemplated herein shall be in effect during the period beginning July 1, 2023 and continuing to and including June 30, 2026.

3. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

4. Company's Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2020, demonstrating that the completed Project is being used as part of the Company's business operations.

5. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2025, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Polk County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Default Provisions. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- a) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- b) Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- c) Failure by the Company to comply with Sections A.4 or A.5 of this Agreement.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold any future Payments provided for under Section B.1 below.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make four (4) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000) (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the amount of Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

This Agreement assumes the resulting full taxable valuation from the Project will go on the property tax rolls as of January 1, 2025. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2026, and continuing through and including June 1, 2028, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in the 2025 calendar year, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council

to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 2028.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2026 and on June 1, 2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2025). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer attributable to the taxable incremental valuation of the Property in the six months immediately preceding the extant Payment due date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2028 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF BONDURANT, IOWA

By: _____
Mayor

Attest:

City Clerk

ROAD MACHINERY & SUPPLIES CO.

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 of the Oxbow Developments Final Plat, an official plat in the City of Bondurant, Polk County, Iowa.

EXHIBIT B

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property for purposes of Agreement:
\$48,580.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "Company's Estimate")

AMENDED DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Bondurant, Iowa (the “City”) and Road Machinery & Supplies Co. (the “Company”) as of the ____ day of _____, ~~2020~~2023 (the “Commencement Date”).

WHEREAS, the City has established the Bondurant Urban Renewal Area (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has constructed new industrial facilities (the “Project”) on the Property for use in the Company’s road equipment distribution business operations; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the taxable base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under this Agreement and Section 403.19 of the Code of Iowa is \$48,580 (the “Base Valuation”); and

WHEREAS, the City and the Developer entered into a Development Agreement (the “Original Agreement”) dated _____, 2020 pursuant to which the City agreed to provide tax increment financing assistance to the Developer with respect to the Project; and

WHEREAS, the City and the Developer now propose to amend the Original Agreement in order to (1) update the timeframe during which the Property is subject to tax abatement; (2) update the time period during which the City will make the Payments (as herein defined) to the Developer; and (3) make other related changes; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction and Operation. The Company has constructed the Project on the Property and agrees to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined.

2. Property Tax Abatement. The Company hereby agrees to submit timely application for property tax abatement for the Property under the City’s urban revitalization plan adopted pursuant to Chapter 404 of the Code of Iowa by February 1, ~~2021~~2022. It is anticipated that the property tax abatement contemplated herein shall be in effect during the period beginning July 1, ~~2022~~2023 and continuing to and including June 30, ~~2025~~2026.

3. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.

4. Company's Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2020, demonstrating that the completed Project is being used as part of the Company's business operations.

5. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, ~~2024~~2025, an amount (the "Company's Estimate") equal to the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit B. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Polk County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

6. Default Provisions. The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- a) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- b) Failure by the Company to keep the completed Project in service as part of its business operations on the Property throughout the Term, as hereinafter defined.
- c) Failure by the Company to comply with Sections A.4 or A.5 of this Agreement.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the

default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold any future Payments provided for under Section B.1 below.

B. City's Obligations

1. Payments. In recognition of the Company's obligations set out above, the City agrees to make four (4) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Company during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000) (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Polk County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the amount of Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

This Agreement assumes the resulting full taxable valuation from the Project will go on the property tax rolls as of January 1, ~~2024~~2025. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, ~~2025~~2026, and continuing through and including June 1, ~~2027~~2028, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term of this Agreement, commencing in the ~~2024~~2025 calendar year, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company's Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, ~~2027~~2028.

3. **Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, ~~2025~~2026 and on June 1, ~~2026~~2027, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, ~~2024~~2025). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Polk County Treasurer attributable to the taxable incremental valuation of the Property in the six months immediately preceding the extant Payment due date.

4. **Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Polk County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. **Administrative Provisions**

1. **Amendment and Assignment.** Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. **Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. **Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, ~~2027~~2028 or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. **Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF BONDURANT, IOWA

By: _____
Mayor

Attest:

City Clerk

ROAD MACHINERY & SUPPLIES CO.

By: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1 of the Oxbow Developments Final Plat, an official plat in the City of Bondurant, Polk County, Iowa.

EXHIBIT B

COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Taxable Valuation of Property as of January 1, 20____:
\$_____.
- (3) Base Taxable Valuation of Property for purposes of Agreement:
\$48,580.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "Company's Estimate")

Document comparison by Workshare Compare on Thursday, August 31, 2023
4:09:16 PM

Input:	
Document 1 ID	netdocuments://4822-5637-0886/2
Description	Development Agreement (RMS) (Bondurant #47 2018)
Document 2 ID	netdocuments://4858-9875-0845/1
Description	Amended Development Agreement (RMS) (Bondurant #67 2023)
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
<u>Moved from</u>	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	14
Moved from	0
Moved to	0
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Format changes	0
Total changes	31