

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/85088119691>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL DECEMBER 4, 2023

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on December 4, 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. Presentation by engineering students in the University of Iowa's Iowa Initiative for Sustainable Communities Program regarding the Downtown Arboretum Trail Concept
 - b. Exemplar Care
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 November 20, 2023 City Council Meeting Minutes
 - b. Claims List
 - c. Applications for Council Approval
 - d. - Resolution approving the FY2023 Urban Renewal Report
 - e. - Resolution approving the Civic Campus Master Plan Acquisition Plats
 - f. - Resolution affixing a date for a public hearing for the vacation of certain right-of-way within the Civic Campus Master Plan area
 - g. - Resolution approving pay request no. 8 to KLC Construction LLC. for the 15th Street, SE and NE 88th Street/32nd Street, SE and Jorie Way Water Main Project in the amount of \$220,265.70
 - h. - Resolution approving appointments to the BRAVO Board for CY 2024
 - i. - Resolution approving appointments to the Des Moines Convention and Visitors Bureau Board of Directors
 - j. - Resolution approving City Council meeting dates for calendar year 2024

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.

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/85088119691>*

- k. - Resolution selecting persons to serve as commissioner and alternate for the Des Moines Regional Transit Authority (DART) for calendar year 2024
 - l. - Resolution designating the Official Depositories for 2024
 - m. - Resolution approving appointments to Des Moines Area MPO and Des Moines Area MPO's Transportation Technical Committee
 - n. - Resolution approving appointments to the Polk County Joint E911 Service Board for Calendar Year 2024
 - o. - Resolution appointing a representative to Eastern Polk Innovation Collaborative (EPIC)
 - p. - Resolution approving appointments to MWA Board for CY 2024
 - q. - Resolution designating the Official Newspapers of Record for 2024
 - r. - Resolution appointing a representative and alternative representative to the Polk County Emergency Management Commission
 - s. - Resolution approving appointments for City Legal and Engineering Services for calendar year 2024
 - t. - Resolution approving appointments to WRA Board and Technical Committee for CY 2024
 - u. - Resolution approving appointments to the ICON Board for CY 2024
 - v. - Resolution approving job grades and wage scales for FY25 according to Compensation Philosophy and Policy
 - w. - Resolution approving documents for completion of the Library Expansion Project
 - x. - Resolution approving Settlement Agreement and Release (Pleasant Grove)
7. Action Items
8. Discussion Items -
- a. - Discussion and possible consideration of a resolution regarding the Central Iowa Code Consortium Updated 28E
 - b. Hope Box Locations
 - c. Little Libraries
9. Reports / Comments and appropriate action thereon:
- a. Mayor

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.

**Due to the COVID-19 concerns and social distancing recommendations, a virtual meeting is being offered. Participants wishing to speak on a topic should message the meeting moderator. All participants are asked to mute their individual computers at times when they are not speaking to minimize background noise. Join: <https://us02web.zoom.us/j/85088119691>*

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

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.



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

Item No. 5.a.
For Meeting of 12/4/2023
Presentation

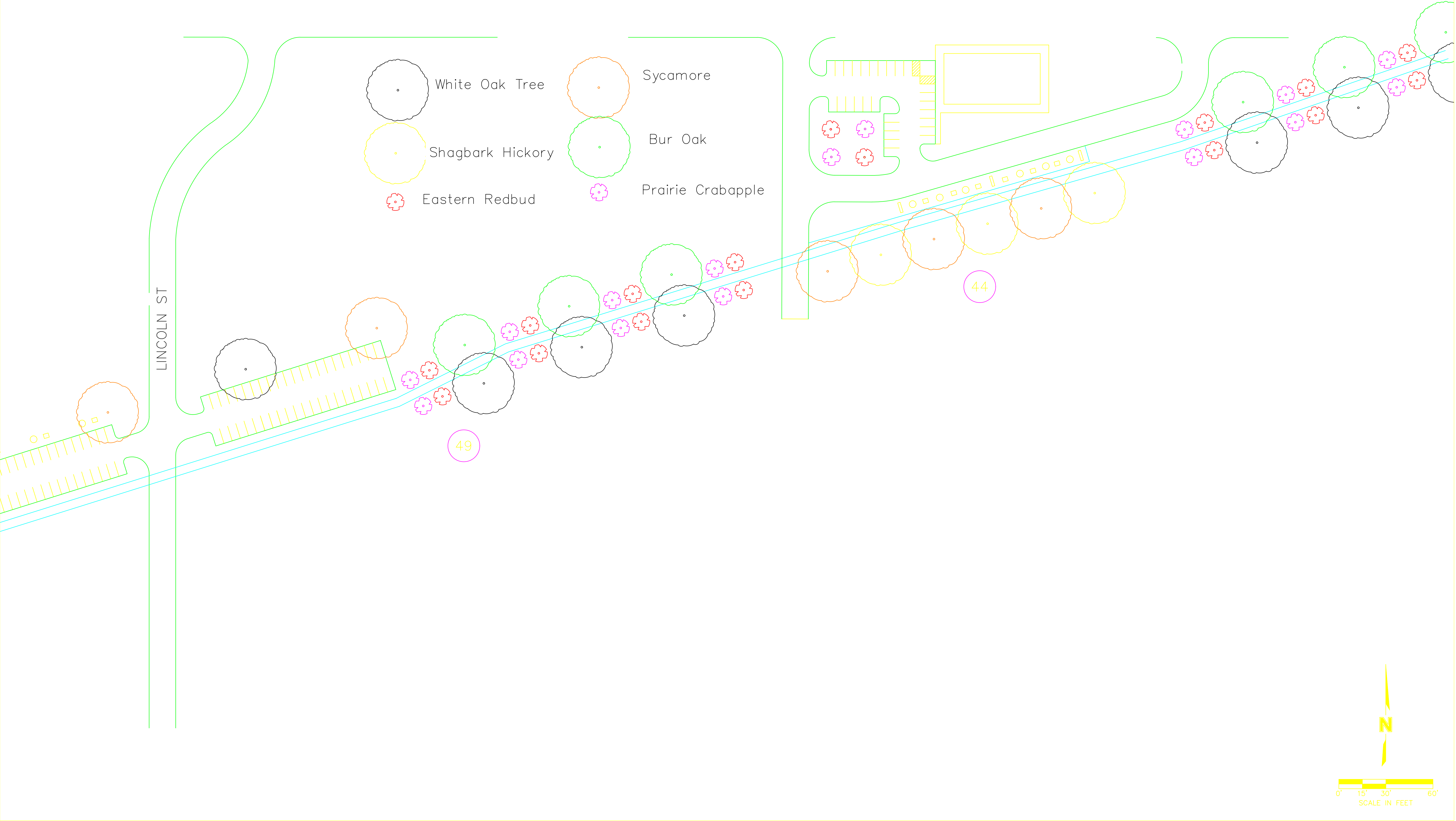
TITLE: Presentation by engineering students in the University of Iowa's Iowa Initiative for Sustainable Communities Program regarding the Downtown Arboretum Trail Concept

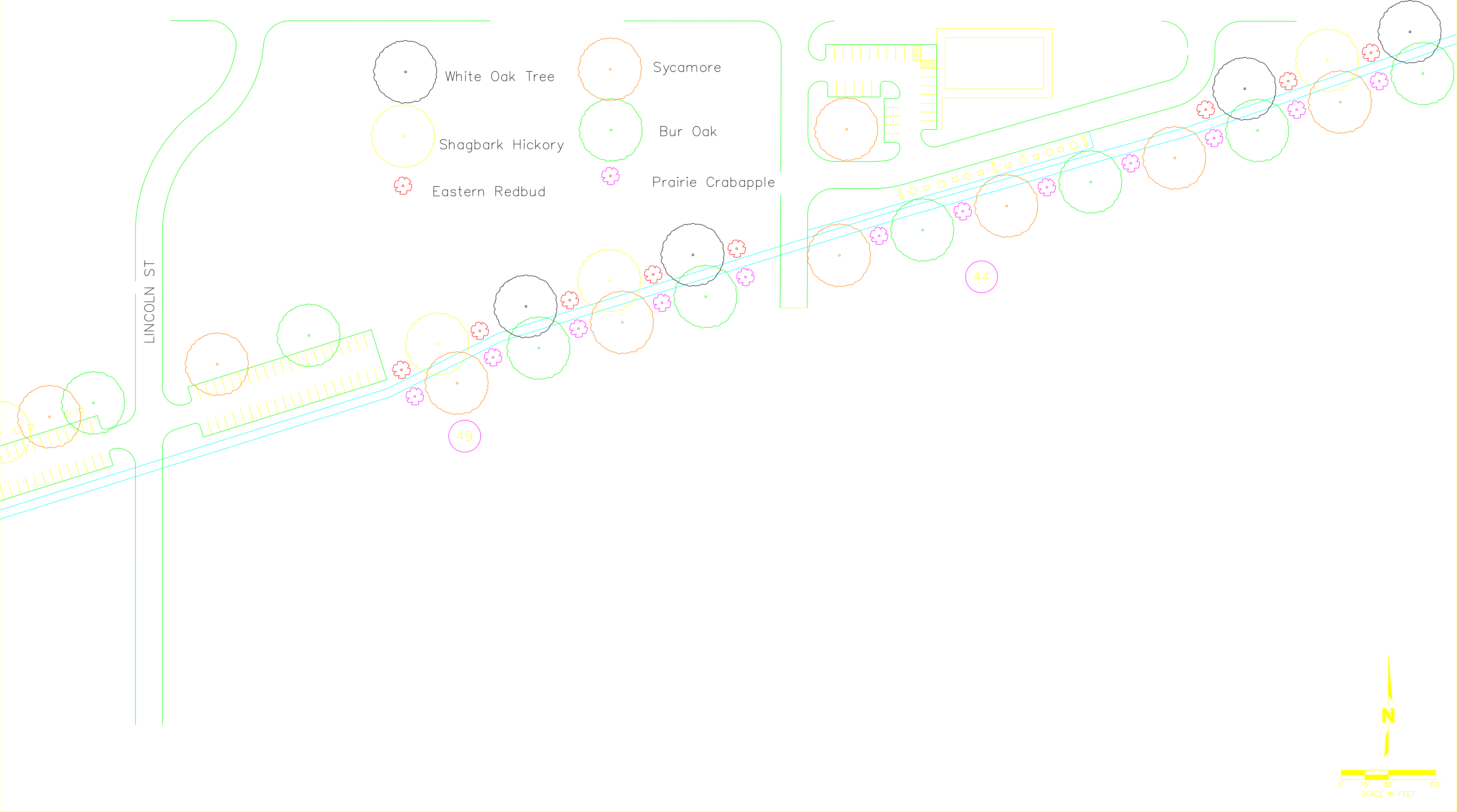
CONTACT PERSON:

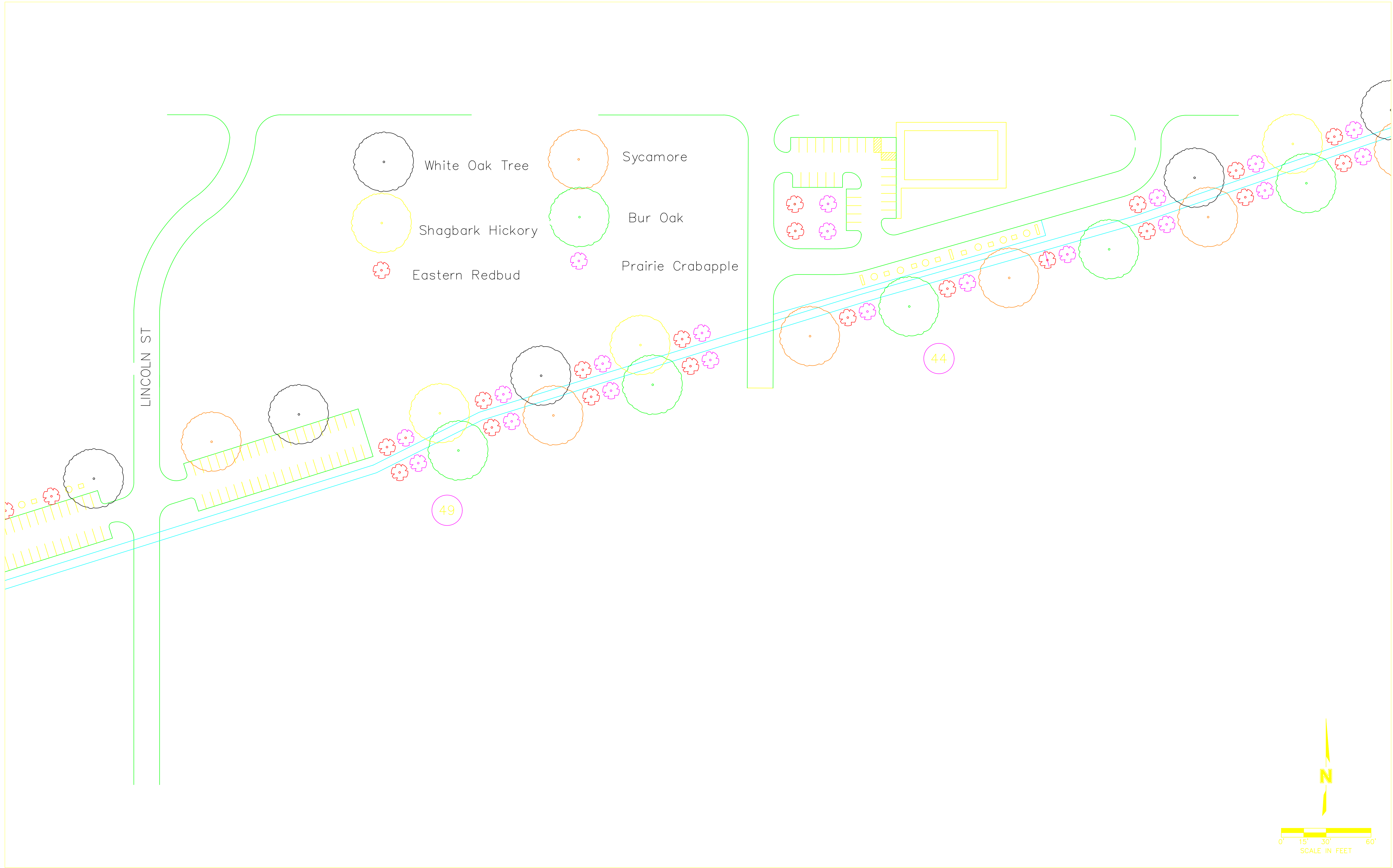
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Bondurant was selected as a community partner through the University of Iowa's Iowa Initiative for Sustainable Communities (IISC) Program for the Fall 2023/Spring 2024 academic year. Through this partnership, groups of students and faculty members will work on approximately fifteen projects in Bondurant, covering topics such as engineering, planning, economic development, history, and law. This fall a group of engineering students have been working on detailed trail designs for two proposed extensions of the Chichaqua Valley Trail - these two extension areas include south of the Bondurant Industrial Park near the Civic Campus Master Plan area and also in the downtown Landus redevelopment area. These areas are highlighted in the area map below.

2. concept 2 Arboretum
3. concept 3 Arboretum







BONDURANT CITY COUNCIL

Minutes

November 20, 2023

Bondurant City Council

1. Roll Call

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

City Officials Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Fire Chief Aaron Kreuder, Planning & Community Development Director Maggie Murray, Public Works Director John Horton, Library Director Jill Sanders, City Engineer Bob Veenstra, Financial Advisor Suzanne Gerlach, Finance & Employee Services Director Jene Jess

2. Call to Order and Declaring a Quorum

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

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

Motion by Pepper, seconded by Sillanpaa, to amend the agenda by removing item #5p and moving item #5j to action items. Vote on Motion 4-0. Motion carried.

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

Council Member Cox arrived at 06:03 PM.

5. Consent Agenda:

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

- a. Approval of November 6, 2023 City Council Meeting Minutes
- b. Claims List & Treasurer's Report
- c. Applications for Council Approval

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

- d. R-231120-234- Resolution authorizing the Tax Increment Financing (TIF) Indebtedness Certification to the County Auditor for Fiscal Year 2025
- e. R-231120-235- Resolution ordering approving 28E maintenance agreement with Polk County Public Works
- f. O-231017-223 - (Third Reading) Ordinance amending the City Code of Bondurant, Iowa, by amending the following Section 177.07 of the Zoning Code regarding Setback Requirements for Public Parks
- g. R-231120-236- Resolution approving pay request no. 7 to KLC Construction, LLC for the 15th Street and NE 88th Street/32nd Street, SE and Jorie Way Water Main Project in the amount of \$229,185.60
- h. R-231120-237- Resolution approving a plat of survey for 9790 NE 64th Street
- i. R-231120-238- Resolution approving the Dollar Tree First Addition Final Plat and waiving the Preliminary Plat
- k. R-231120-240- Resolution approving the Annual Finance Report to the State of IA for FY23 and receiving and filing for Audit
- l. R-231120-241- Resolution approving the professional services agreement with Veenstra & Kimm, Inc. for the design of the DMWW Feeder Water Main Project
- m. R-231120-242- Resolution to amend City of Bondurant Snow and Ice Control Policy (that was first adopted on May 7th, 2018)
- n. R-231120-243- Resolution approving supplement to 2023 Senior Bond Issuance Certificate of Des Moines Metropolitan Wastewater Reclamation Authority Participating Community
- o. R-231120-244- Resolution adopting the Stormwater Master Plan
- p. - Resolution approving Urban Renewal Amendment (Admin Program)
The council discussed item #5i.

Motion by Pepper, seconded by Driscoll, to Approve the Consent Agenda.

Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None.
Absent: None. Motion carried 5-0.

6. Guests requesting to address the City Council

- a. Downtown Landus Redevelopment Master Plan Presentation by ISG Inc.

Darren Johnson, ISG, presented the redevelopment master plan for the Landus property downtown Bondurant and sought feedback from the council.

7. **Public Hearing**

None.

8. Action Items

- a. R-231120-245- Resolution approving the Dollar Tree Site Plan at 801 Dee Street SE

Motion by Pepper, seconded by Cox, to Approve R-231120-245. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- b. R-231120-246- Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2023A, and providing for the levy of taxes to pay the same

Suzanne Gerlach, PFM, presented the bids from the bond sale today.

Motion by Driscoll, seconded by Cox, to Approve R-231120-246. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- c. R-231120-247- Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Urban Renewal Bonds, Series 2023B, and providing for the levy of taxes to pay the same

Suzanne Gerlach, PFM, presented the bids from the bond sale today.

Motion by Cox, seconded by Pepper, to Approve R-231120-247. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- j. R-231120-239- Resolution approving the Campus Industrial Park Preliminary Plat

Wally Pelds, Pelds Design Services, presented the preliminary plat to the council.

Motion by Cox, seconded by Driscoll, to Approve R-231120-239. Roll Call:

Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

9. Discussion Items -

a. Council Board & Committee Assignments

The mayor and the council discussed board and committee assignments.

10. Reports / Comments and appropriate action thereon:

a. Mayor

City Park groundbreaking ceremony tonight, meeting with Mayor Dean O'Connor tomorrow to discuss an annexation agreement, absent next meeting, congrats to the council members, and Happy Thanksgiving.

b. Council Members

Cox - Virtually attending the next meeting, Chamber and BDI update, DART update.

Sillanpaa - P&Z update.

Pepper - MWA update.

Driscoll - WRA meeting tomorrow, BRAVO meeting next Wednesday, Happy Birthday Jill.

McKenzie - None.

c. Administrator

City Hall update.

d. Directors

Kreuder - Have a safe holiday.

Murray - Department update.

Horton - ISU students project update, department update.

Sanders - Department update, and will present the annual report next month.

Jess - None.

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

Motion by Driscoll, seconded by McKenzie, to Move into Closed Session at 07:14 PM. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

Mayor Pro Tem Pepper closed the Closed Session at 07:44 PM.

12. Adjournment

Motion by Pepper, seconded by Driscoll, to adjourn at 07:45 PM. Vote on Motion 5-0. Motion carried.

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

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on November 20, 2023, that all the subjects included in the foregoing proceedings were contained in the agenda for the meeting kept continually current and readily available for the public inspection at the Office of the City Clerk; that such subject were contained in said agenda for at least twenty-four hours prior to said meeting and the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten business days and prior to the next convened meeting of said body.

Doug Elrod, Mayor



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

Item No. 6.b.
For Meeting of 12/4/2023
Motion

TITLE: Claims List

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Claims List



Payroll Check Register

Checks

Pay Period: 11/6/2023-11/19/2023

Packet: PYPKT00499 - VACATION PAYOUT FOR CHAPA
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
----------	------------	------------	------	--------	--------

*** No Checks Created In This Packet ***



Payroll Check Register

Direct Deposits

Packet: PYPKT00499 - VACATION PAYOUT FOR CHAPA
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
CHAPA, DAISY Y	1584	11/24/2023	499.29	104415



Payroll Check Register Report Summary

Packet: PYPKT00499 - VACATION PAYOUT FOR CHAPA
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	1	499.29
Total	1	499.29



Check Register

Packet: APPKT00851 - 11/21/23 FOR MEETING ON 12/4/23

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2771	1-DAY CDL LLC	11/21/2023	Regular	0.00	2,200.00	62894
2135	ACME TOOLS DES MOINES	11/21/2023	Regular	0.00	534.15	62895
2600	AIRGAS USA, LLC	11/21/2023	Regular	0.00	62.47	62896
2687	AT&T MOBILITY	11/21/2023	Regular	0.00	1,109.59	62897
1537	BOUND TREE MEDICAL LLC	11/21/2023	Regular	0.00	566.44	62898
0073	BRICK GENTRY P.C.	11/21/2023	Regular	0.00	7,717.50	62899
1228	CINTAS CORPORATION #762	11/21/2023	Regular	0.00	71.18	62900
0097	CITY OF DES MOINES	11/21/2023	Regular	0.00	75,065.00	62901
2435	CLARK EQUIPMENT CO	11/21/2023	Regular	0.00	50,869.46	62902
2553	CLEARGOV INC.	11/21/2023	Regular	0.00	16,500.00	62903
	Void	11/21/2023	Regular	0.00	0.00	62904
0939	OCCUPATIONAL HEALTH CTR OF SW	11/21/2023	Regular	0.00	592.00	62905
2075	CORE & MAIN LP	11/21/2023	Regular	0.00	2,520.06	62906
1525	DES MOINES REGISTER	11/21/2023	Regular	0.00	1,358.10	62907
0145	DIAM PEST CONTROL	11/21/2023	Regular	0.00	150.00	62908
0144	DES MOINES WATER WORKS	11/21/2023	Regular	0.00	105.00	62909
2326	EMBARK IT, INC	11/21/2023	Regular	0.00	227.50	62910
2246	ETECH	11/21/2023	Regular	0.00	806.00	62911
2317	FP MAILING SOLUTIONS	11/21/2023	Regular	0.00	348.00	62912
0459	GALLS LLC	11/21/2023	Regular	0.00	294.78	62913
1927	HARTER CONCRETE LLC	11/21/2023	Regular	0.00	27,325.50	62914
2670	HOLIDAY INN DES MOINES AIRPORT	11/21/2023	Regular	0.00	224.00	62915
2765	I & S GROUP, INC.	11/21/2023	Regular	0.00	4,750.00	62916
0784	IOWA PARKS & RECREATION ASSOC	11/21/2023	Regular	0.00	180.00	62917
2774	ISAAC PEZLEY	11/21/2023	Regular	0.00	20.25	62918
1944	J PETTIECORD	11/21/2023	Regular	0.00	4,975.00	62919
2775	JEFF HANNA	11/21/2023	Regular	0.00	125.00	62920
0251	MICROBAC LABORATORIES, INC	11/21/2023	Regular	0.00	120.00	62921
2659	LAWSON PRODUCTS, INC.	11/21/2023	Regular	0.00	24.00	62922
0842	MENARDS - ALTOONA	11/21/2023	Regular	0.00	26.91	62923
0280	MENARDS - ANKENY	11/21/2023	Regular	0.00	125.40	62924
2414	MID-IOWA SOLID WASTE EQUIPMEN	11/21/2023	Regular	0.00	120.07	62925
2650	MIDWEST CRITICAL POWER LLC	11/21/2023	Regular	0.00	11,854.63	62926
	Void	11/21/2023	Regular	0.00	0.00	62927
	Void	11/21/2023	Regular	0.00	0.00	62928
	Void	11/21/2023	Regular	0.00	0.00	62929
0308	MUNICIPAL SUPPLY, INC.	11/21/2023	Regular	0.00	5,967.00	62930
2276	MURRAY, MAGGIE	11/21/2023	Regular	0.00	71.97	62931
0286	METRO WASTE AUTHORITY	11/21/2023	Regular	0.00	1,300.00	62932
2773	NORTHWAY'S MACHINERY INC	11/21/2023	Regular	0.00	2,500.00	62933
2192	OMNI EMS	11/21/2023	Regular	0.00	1,313.22	62934
2629	OPN ARCHITECTS	11/21/2023	Regular	0.00	48,669.84	62935
2017	RDG PLANNING & DESIGN	11/21/2023	Regular	0.00	25,735.70	62936
2544	RICHARD TEDROW	11/21/2023	Regular	0.00	50.00	62937
0564	STOREY KENWORTHY/MATT PARRO	11/21/2023	Regular	0.00	38.52	62938
2676	TIFFANY LUING	11/21/2023	Regular	0.00	60.76	62939
2475	TNT LANDSCAPING & NURSERY	11/21/2023	Regular	0.00	1,082.00	62940
0930	TOMPKINS INDUSTRIES, INC.	11/21/2023	Regular	0.00	4.12	62941
2595	VENDNOVATION, LLC	11/21/2023	Regular	0.00	50.00	62942
2231	VERIZON WIRELESS	11/21/2023	Regular	0.00	2,132.20	62943
1069	FIRST NATIONAL BANK OMAHA	11/03/2023	Bank Draft	0.00	3,490.80	DFT0002703
0291	MIDAMERICAN ENERGY	12/05/2023	Bank Draft	0.00	9,588.65	DFT0002704
1069	FIRST NATIONAL BANK OMAHA	11/10/2023	Bank Draft	0.00	4,338.74	DFT0002705
0387	TREASURER - STATE OF IOWA	11/09/2023	Bank Draft	0.00	10,351.68	DFT0002706

Check Register

Packet: APPKT00851-11/21/23 FOR MEETING ON 12/4/23

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
0387	TREASURER - STATE OF IOWA	11/09/2023	Bank Draft	0.00	2,136.98	DFT0002707
2093	KLC CONSTRUCTION	11/10/2023	Bank Draft	0.00	211,010.20	DFT0002708
0050	UMB BANK	11/28/2023	Bank Draft	0.00	600.00	DFT0002709
2772	BAMWX LLC	11/17/2023	Bank Draft	0.00	3,600.00	DFT0002710
1069	FIRST NATIONAL BANK OMAHA	11/07/2023	Bank Draft	0.00	1,843.63	DFT0002711
2254	TCM BANK NA	11/16/2023	Bank Draft	0.00	1,393.12	DFT0002712
2254	TCM BANK NA	11/16/2023	Bank Draft	0.00	4,242.40	DFT0002713

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	71	46	0.00	299,943.32
Manual Checks	0	0	0.00	0.00
Voided Checks	0	4	0.00	0.00
Bank Drafts	11	11	0.00	252,596.20
EFT's	0	0	0.00	0.00
	82	61	0.00	552,539.52

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2023	542,950.87
999	POOLED CASH	12/2023	9,588.65
			552,539.52



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00850 - PYPKT00496 - 10/23-11/05/2023 PAID
11/10/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0106 - COLLECTION SERVICES CENTER									Vendor Total:	91.38
INV0003420	Invoice	11/10/2023	11/10/2023	11/10/2023	11/10/2023	91.38	0.00	0.00	0.00	91.38
CASE # 652464	AP Bank Code - AP Bank				No	Payment Date: 11/10/2023		Bank Draft:		DFT0002691
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
CASE # 652464	NA		0.00	0.00	91.38	0.00	0.00	0.00		91.38
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
110-050-2127	CHILD SUPPORT WITHHOLDING				41.13	0%				
610-050-2127	CHILD SUPPORT WITHHOLDING				18.28	0%				
600-050-2127	CHILD SUPPORT WITHHOLDING				18.28	0%				
741-050-2127	CHILD SUPPORT WITHHOLDING				9.12	0%				
001-050-2127	CHILD SUPPORT WITHHOLDING				4.57	0%				
Vendor: 2304 - EBS										
									Vendor Total:	25,034.06
INV0003408	Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	1,652.11	0.00	0.00	0.00	1,652.11
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002679
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,652.11	0.00	0.00	0.00		1,652.11
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,652.11	100.00%				
INV0003413										
Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	18,242.70	0.00	0.00	0.00		18,242.70
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002684
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	18,242.70	0.00	0.00	0.00		18,242.70
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				18,242.70	100.00%				
INV0003414										
Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	999.60	0.00	0.00	0.00		999.60
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002685
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
EBS ADMIN COST	Service		0.00	0.00	999.60	0.00	0.00	0.00		999.60
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				999.60	100.00%				
INV0003416										
Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	1,298.12	0.00	0.00	0.00		1,298.12
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002687
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,298.12	0.00	0.00	0.00		1,298.12
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,298.12	100.00%				
INV0003417										
Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	2,640.00	0.00	0.00	0.00		2,640.00
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002688

Payable Register

Packet: APPKT00850 - PYPKT00496 - 10/23-11/05/2023 PAID 11/10/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SELF FUNDED DEDUCTABLE INSURANCE Distributions	Service	0.00	0.00	2,640.00	0.00	0.00	0.00	2,640.00		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2124	HEALTH INSURANCE WITHHOLDING			2,640.00	100.00%					
INV0003418	Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	201.53	0.00	0.00	0.00	201.53
VISION AVISES	AP Bank Code - AP Bank	No			Payment Date: 12/1/2023			Bank Draft:	DFT0002689	
Items	Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
VISION AVISES Distributions	Service		0.00	0.00	201.53	0.00	0.00	0.00	201.53	
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2132	VISION WITHHOLDING			201.53	100.00%					

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

Vendor Total: 20.40

INV0003423	Invoice	12/22/2023	12/22/2023	12/22/2023	12/22/2023	20.40	0.00	0.00	0.00	20.40
Unemployment Insurance	AP Bank Code - AP Bank		No		Payment Date: 12/22/2023		Bank Draft:		DFT0002694	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Unemployment Insurance	NA		0.00	0.00	20.40	0.00	0.00	0.00	20.40	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2122	STATE WITHHOLDING				20.40	100.00%				

Vendor: [0239 - IPERS](#)

Vendor Total: 17,074.26

INV0003415	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	609.01	0.00	0.00	0.00	609.01
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 11/24/2023			Bank Draft:		DFT0002686
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	609.01	0.00	0.00	0.00	609.01	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				609.01	100.00%				
INV0003419	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	16,465.25	0.00	0.00	0.00	16,465.25
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 11/24/2023			Bank Draft:		DFT0002690
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	4,556.50	0.00	0.00	0.00	4,556.50	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				4,556.50	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	11,908.75	0.00	0.00	0.00	11,908.75	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				11,908.75	100.00%				

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 23,930.41

INV0003422	Invoice	11/10/2023	11/10/2023	11/10/2023	11/10/2023	23,930.41	0.00	0.00	0.00	23,930.41
Federal Tax Withheld	AP Bank Code - AP Bank	No				Payment Date: 11/10/2023	Bank Draft:			DFT0002693

Payable Register

Packet: APPKT00850 - PYPKT00496 - 10/23-11/05/2023 PAID 11/10/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Social Security Withholding Distributions	NA	0.00	0.00	12,423.36	0.00	0.00	0.00	12,423.36		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2121	FICA/MEDICARE WITHHOLDING			12,423.36	100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Medicare Withholding Distributions	NA	0.00	0.00	3,065.70	0.00	0.00	0.00	3,065.70		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2121	FICA/MEDICARE WITHHOLDING			3,065.70	100.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Federal Tax Withheld Distributions	NA	0.00	0.00	8,441.35	0.00	0.00	0.00	8,441.35		
Account Number	Account Name	Project	Account Key	Amount	Percent					
670-050-2120	FEDERAL WITHHOLDING			15.03	0.18%					
741-050-2120	FEDERAL WITHHOLDING			278.88	3.30%					
600-050-2120	FEDERAL WITHHOLDING			785.18	9.30%					
610-050-2120	FEDERAL WITHHOLDING			719.86	8.53%					
110-050-2120	FEDERAL WITHHOLDING			781.20	9.25%					
001-050-2120	FEDERAL WITHHOLDING			5,861.20	69.43%					

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

Vendor Total: 2,303.56

INV0003409	Invoice	11/10/2023	11/10/2023	11/10/2023	11/10/2023	2,256.22	0.00	0.00	0.00	2,256.22
Payroll Deduction	AP Bank Code - AP Bank	No			Payment Date: 11/10/2023			Bank Draft: DFT0002680		

Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions		NA		0.00	0.00	2,256.22	0.00	0.00	0.00	2,256.22
Account Number		Account Name		Project Account Key		Amount	Percent			
820-050-2131		SELF-FUNDED WITHHOLDING				2,256.22	0%			
INV0003410		Invoice	11/10/2023	11/10/2023	12/6/2023	11/10/2023	47.34	0.00	0.00	0.00
FSA ADMIN FEE		AP Bank Code - AP Bank				No	Payment Date: 12/6/2023		Bank Draft:	DFT0002681
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE Distributions		Service		0.00	0.00	47.34	0.00	0.00	0.00	47.34
Account Number		Account Name		Project Account Key		Amount	Percent			
820-050-2131		SELF-FUNDED WITHHOLDING				47.34	0%			

Vendor: [1274 - MISSION SQUARE](#)

Vendor Total: 2,213.41

INV0003411	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	1,825.00	0.00	0.00	0.00	1,825.00
Payroll Deduction	AP Bank Code - AP Bank	No			Payment Date: 11/24/2023			Bank Draft: DFT0002682		

Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions		NA		0.00	0.00	1,825.00	0.00	0.00	0.00	1,825.00
Account Number		Account Name		Project Account Key		Amount	Percent			
001-050-2130		ICMA-RC				1,825.00	100.00%			
INV0003412		Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	388.41	0.00	0.00	0.00
DEFERRED COMPENSATION		AP Bank Code - AP Bank			No	Payment Date: 11/24/2023			Bank Draft:	DFT0002683

Payable Register

Packet: APPKT00850 - PYPKT00496 - 10/23-11/05/2023 PAID 11/10/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
DEFERRED COMPENSATION Distributions	Service	0.00	0.00	388.41	0.00	0.00	0.00	388.41		
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2130	ICMA-RC				388.41	100.00%				

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

Vendor Total: 3,786.44

INV0003421	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	3,786.44	0.00	0.00	0.00	3,786.44
State Tax Withholding	AP Bank Code - AP Bank	No			Payment Date: 11/24/2023	Bank Draft:		DFT0002692		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding Distributions	NA	0.00	0.00	3,786.44	0.00	0.00	0.00	3,786.44
Account Number	Account Name	Project Account Key			Amount	Percent		
741-050-2122	STATE WITHHOLDING				138.15	3.65%		
670-050-2122	STATE WITHHOLDING				13.74	0.36%		
610-050-2122	STATE WITHHOLDING				326.99	8.64%		
600-050-2122	STATE WITHHOLDING				356.38	9.41%		
110-050-2122	STATE WITHHOLDING				373.71	9.87%		
001-050-2122	STATE WITHHOLDING				2,577.47	68.07%		

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	74,453.92	0.00	0.00	0.00	74,453.92	74,453.92	0.00
Grand Total:		74,453.92	0.00	0.00	0.00	74,453.92	74,453.92	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	5,861.20
001-050-2122	STATE WITHHOLDING	2,577.47
001-050-2127	CHILD SUPPORT WITHHOLDING	4.57
001-050-2130	ICMA-RC	2,213.41
Total:		10,656.65

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	781.20
110-050-2122	STATE WITHHOLDING	373.71
110-050-2127	CHILD SUPPORT WITHHOLDING	41.13
Total:		1,196.04

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	15,489.06
112-050-2122	STATE WITHHOLDING	20.40
112-050-2123	IPERS WITHHOLDING	17,074.26
112-050-2124	HEALTH INSURANCE WITHHOLDING	23,180.42
112-050-2125	DENTAL INSURANCE	1,652.11
112-050-2132	VISION WITHHOLDING	201.53
Total:		57,617.78

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	785.18
600-050-2122	STATE WITHHOLDING	356.38
600-050-2127	CHILD SUPPORT WITHHOLDING	18.28
Total:		1,159.84

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	719.86
610-050-2122	STATE WITHHOLDING	326.99
610-050-2127	CHILD SUPPORT WITHHOLDING	18.28
Total:		1,065.13

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	15.03
670-050-2122	STATE WITHHOLDING	13.74
Total:		28.77

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	278.88
741-050-2122	STATE WITHHOLDING	138.15
741-050-2127	CHILD SUPPORT WITHHOLDING	9.12
Total:		426.15

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,303.56
Total:		2,303.56



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00852 - PYPKT00498 - 11/06-11/19/2023 PAID
11/24/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0106 - COLLECTION SERVICES CENTER									Vendor Total:	91.38
INV0003463	Invoice	11/28/2023	11/28/2023	11/28/2023	11/28/2023	91.38	0.00	0.00	0.00	91.38
CASE # 652464	AP Bank Code - AP Bank				No	Payment Date: 11/28/2023		Bank Draft:		DFT0002726
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
CASE # 652464	NA		0.00	0.00	91.38	0.00	0.00	0.00		91.38
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
741-050-2127	CHILD SUPPORT WITHHOLDING				9.15	10.01%				
610-050-2127	CHILD SUPPORT WITHHOLDING				18.27	19.99%				
110-050-2127	CHILD SUPPORT WITHHOLDING				41.12	45.00%				
001-050-2127	CHILD SUPPORT WITHHOLDING				4.57	5.00%				
600-050-2127	CHILD SUPPORT WITHHOLDING				18.27	19.99%				
Vendor: 2304 - EBS										
									Vendor Total:	25,047.48
INV0003451	Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	1,658.55	0.00	0.00	0.00	1,658.55
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002714
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,658.55	0.00	0.00	0.00		1,658.55
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2125	DENTAL INSURANCE				1,658.55	100.00%				
INV0003456										
Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	18,249.69	0.00	0.00	0.00		18,249.69
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002719
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	18,249.69	0.00	0.00	0.00		18,249.69
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				18,249.69	100.00%				
INV0003457										
Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	999.60	0.00	0.00	0.00		999.60
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002720
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
EBS ADMIN COST	Service		0.00	0.00	999.60	0.00	0.00	0.00		999.60
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				999.60	100.00%				
INV0003459										
Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	1,298.12	0.00	0.00	0.00		1,298.12
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002722
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,298.12	0.00	0.00	0.00		1,298.12
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,298.12	100.00%				
INV0003460										
Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	2,640.00	0.00	0.00	0.00		2,640.00
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:		DFT0002723

Payable Register

Packet: APPKT00852 - PYPKT00498 - 11/06-11/19/2023 PAID 11/24/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SELF FUNDED DEDUCTABLE INSURANCE Distributions	Service	0.00	0.00	2,640.00	0.00	0.00	0.00	2,640.00		
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2124	HEALTH INSURANCE WITHHOLDING			2,640.00	100.00%					
INV0003461	Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	201.52	0.00	0.00	0.00	201.52
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023		Bank Draft:	DFT0002724	
Items	Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total	
VISION AVISES Distributions	Service		0.00	0.00	201.52	0.00	0.00	0.00	201.52	
Account Number	Account Name	Project	Account Key	Amount	Percent					
112-050-2132	VISION WITHHOLDING			201.52	100.00%					

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

INV0003466	Invoice	12/22/2023	12/22/2023	12/22/2023	12/22/2023	24.53	0.00	0.00	0.00	24.53
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 12/22/2023			Bank Draft:	DFT0002729	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Unemployment Insurance	NA		0.00	0.00	24.53	0.00	0.00	0.00	24.53	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2122	STATE WITHHOLDING				24.53	100.00%				

Vendor: [0239 - IPERS](#)

INV0003458	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	609.01	0.00	0.00	0.00	609.01
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 11/24/2023			Bank Draft:	DFT0002721	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	609.01	0.00	0.00	0.00	609.01	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				609.01	100.00%				
INV0003462	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	17,202.57	0.00	0.00	0.00	17,202.57
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 11/30/2023			Bank Draft:	DFT0002725	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	5,162.05	0.00	0.00	0.00	5,162.05	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				5,162.05	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution	NA		0.00	0.00	12,040.52	0.00	0.00	0.00	12,040.52	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				12,040.52	100.00%				

Vendor: [1512 - IRS USATAXPYMT](#)

INV0003465	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	25,062.32	0.00	0.00	0.00	25,062.32
Federal Tax Withheld	AP Bank Code - AP Bank					No	Payment Date: 11/24/2023	Bank Draft:	DFT0002728	

Payable Register

Packet: APPKT00852 - PYPKT00498 - 11/06-11/19/2023 PAID 11/24/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Social Security Withholding Distributions	NA	0.00	0.00	12,915.52	0.00	0.00	0.00	12,915.52		
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				12,915.52	0%				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Medicare Withholding Distributions	NA	0.00	0.00	3,202.96	0.00	0.00	0.00	3,202.96		
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				3,202.96	0%				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
Federal Tax Withheld Distributions	NA	0.00	0.00	8,943.84	0.00	0.00	0.00	8,943.84		
Account Number	Account Name	Project Account Key			Amount	Percent				
670-050-2120	FEDERAL WITHHOLDING				15.01	0%				
741-050-2120	FEDERAL WITHHOLDING				275.67	0%				
610-050-2120	FEDERAL WITHHOLDING				743.40	0%				
600-050-2120	FEDERAL WITHHOLDING				808.77	0%				
110-050-2120	FEDERAL WITHHOLDING				770.72	0%				
001-050-2120	FEDERAL WITHHOLDING				6,330.27	0%				

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

Vendor Total: 2,303.38

INV0003452	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	2,256.22	0.00	0.00	0.00	2,256.22
Payroll Deduction	AP Bank Code - AP Bank	No			Payment Date: 11/24/2023			Bank Draft: DFT0002715		

Items											
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction Distributions		NA		0.00	0.00	2,256.22	0.00	0.00	0.00	2,256.22	
Account Number		Account Name		Project Account Key		Amount	Percent				
820-050-2131		SELF-FUNDED WITHHOLDING				2,256.22	0%				
INV0003453		Invoice	11/24/2023	11/24/2023	12/6/2023	11/24/2023	47.16	0.00	0.00	0.00	47.16
FSA ADMIN FEE		AP Bank Code - AP Bank			No	Payment Date: 12/6/2023			Bank Draft:	DFT0002716	
Items											
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FLEX SPENDING ADMINISTRATION FEE Distributions		Service		0.00	0.00	47.16	0.00	0.00	0.00	47.16	
Account Number		Account Name		Project Account Key		Amount	Percent				
820-050-2131		SELF-FUNDED WITHHOLDING				47.16	0%				

Vendor: [1274 - MISSION SQUARE](#)

Vendor Total: 2,213.41

INV0003454	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	1,825.00	0.00	0.00	0.00	1,825.00
Payroll Deduction	AP Bank Code - AP Bank	No			Payment Date: 11/24/2023			Bank Draft: DFT0002717		

Items											
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Deduction Distributions		NA		0.00	0.00	1,825.00	0.00	0.00	0.00	1,825.00	
Account Number		Account Name		Project Account Key		Amount	Percent				
001-050-2130		ICMA-RC				1,825.00	100.00%				
INV0003455		Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	388.41	0.00	0.00	0.00	388.41
DEFERRED COMPENSATION		AP Bank Code - AP Bank			No	Payment Date: 11/24/2023			Bank Draft:	DFT0002718	

Payable Register

Packet: APPKT00852 - PYPKT00498 - 11/06-11/19/2023 PAID 11/24/2023

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
DEFERRED COMPENSATION Distributions	Service	0.00	0.00	388.41	0.00	0.00	0.00	388.41		
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2130	ICMA-RC				388.41	100.00%				

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

Vendor Total: 3,942.97

INV0003464	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	3,942.97	0.00	0.00	0.00	3,942.97
State Tax Withholding	AP Bank Code - AP Bank	No				Payment Date: 11/24/2023	Bank Draft:		DFT0002727	

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding Distributions	NA	0.00	0.00	3,942.97	0.00	0.00	0.00	3,942.97
Account Number	Account Name	Project Account Key			Amount	Percent		
670-050-2122	STATE WITHHOLDING				13.70	0.35%		
741-050-2122	STATE WITHHOLDING				136.13	3.45%		
610-050-2122	STATE WITHHOLDING				335.95	8.52%		
600-050-2122	STATE WITHHOLDING				365.31	9.26%		
001-050-2122	STATE WITHHOLDING				2,725.75	69.13%		
110-050-2122	STATE WITHHOLDING				366.13	9.29%		

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	76,497.05	0.00	0.00	0.00	76,497.05	76,497.05	0.00
Grand Total:		76,497.05	0.00	0.00	0.00	76,497.05	76,497.05	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	6,330.27
001-050-2122	STATE WITHHOLDING	2,725.75
001-050-2127	CHILD SUPPORT WITHHOLDING	4.57
001-050-2130	ICMA-RC	2,213.41
Total:		11,274.00

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	770.72
110-050-2122	STATE WITHHOLDING	366.13
110-050-2127	CHILD SUPPORT WITHHOLDING	41.12
Total:		1,177.97

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	16,118.48
112-050-2122	STATE WITHHOLDING	24.53
112-050-2123	IPERS WITHHOLDING	17,811.58
112-050-2124	HEALTH INSURANCE WITHHOLDING	23,187.41
112-050-2125	DENTAL INSURANCE	1,658.55
112-050-2132	VISION WITHHOLDING	201.52
Total:		59,002.07

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	808.77
600-050-2122	STATE WITHHOLDING	365.31
600-050-2127	CHILD SUPPORT WITHHOLDING	18.27
Total:		1,192.35

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	743.40
610-050-2122	STATE WITHHOLDING	335.95
610-050-2127	CHILD SUPPORT WITHHOLDING	18.27
Total:		1,097.62

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	15.01
670-050-2122	STATE WITHHOLDING	13.70
Total:		28.71

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	275.67
741-050-2122	STATE WITHHOLDING	136.13
741-050-2127	CHILD SUPPORT WITHHOLDING	9.15
Total:		420.95

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



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00853 - PYPKT00499 - VACATION PAYOUT FOR CHAPA

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0238 - IOWA WORKFORCE DEVELOPMENT									Vendor Total:	0.54
INV0003469	Invoice	12/22/2023	12/22/2023	12/22/2023	12/22/2023	0.54	0.00	0.00	0.00	0.54
Unemployment Insurance	AP Bank Code - AP Bank				No	Payment Date: 12/22/2023		Bank Draft:		DFT0002732
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Unemployment Insurance	NA		0.00	0.00	0.54	0.00	0.00	0.00		0.54
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2122	STATE WITHHOLDING				0.54	100.00%				

Vendor: 1512 - IRS USATAXPYMT									Vendor Total:	83.88
INV0003468	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	83.88	0.00	0.00	0.00	83.88
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 11/24/2023		Bank Draft:		DFT0002731
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Social Security Withholding	NA		0.00	0.00	67.22	0.00	0.00	0.00		67.22
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				67.22	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Medicare Withholding	NA		0.00	0.00	15.72	0.00	0.00	0.00		15.72
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				15.72	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
Federal Tax Withheld	NA		0.00	0.00	0.94	0.00	0.00	0.00		0.94
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2120	FEDERAL WITHHOLDING				0.94	100.00%				

Vendor: 1832 - TREASURER - STATE OF IOWA									Vendor Total:	0.42
INV0003467	Invoice	11/24/2023	11/24/2023	11/24/2023	11/24/2023	0.42	0.00	0.00	0.00	0.42
State Tax Withholding	AP Bank Code - AP Bank				No	Payment Date: 11/24/2023		Bank Draft:		DFT0002730
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
State Tax Withholding	NA		0.00	0.00	0.42	0.00	0.00	0.00		0.42
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-050-2122	STATE WITHHOLDING				0.42	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	84.84	0.00	0.00	0.00	84.84	84.84	0.00
Grand Total:		84.84	0.00	0.00	0.00	84.84	84.84	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	0.94
001-050-2122	STATE WITHHOLDING	0.42
Total:		1.36

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	82.94
112-050-2122	STATE WITHHOLDING	0.54
Total:		83.48



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00854 - 11/29/23 UMB BANK BOND INTEREST PAYMENTS

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0050 - UMB BANK										Vendor Total: 566,263.75
INV0003390	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	71,600.00	0.00	0.00	0.00	71,600.00
2021A INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023			Bank Draft:	DFT0002666
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2021A INTEREST Distributions	Service		0.00	0.00	71,600.00	0.00	0.00	0.00	71,600.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-125-6852	INTEREST - 2021A GO TIF ANNUAL ...				71,600.00	100.00%				
INV0003391	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	19,900.00	0.00	0.00	0.00	19,900.00
2020E INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023			Bank Draft:	DFT0002667
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2020E INTEREST Distributions	Service		0.00	0.00	19,900.00	0.00	0.00	0.00	19,900.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
741-865-6850	INTEREST-2020E				19,900.00	100.00%				
INV0003392	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	39,287.50	0.00	0.00	0.00	39,287.50
2020D INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023			Bank Draft:	DFT0002668
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2020D INTEREST Distributions	Service		0.00	0.00	39,287.50	0.00	0.00	0.00	39,287.50	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-410-6853	INTEREST-2020D LIBRARY				39,287.50	100.00%				
INV0003393	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	29,348.75	0.00	0.00	0.00	29,348.75
2020C INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023			Bank Draft:	DFT0002669
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2020C INTEREST Distributions	Service		0.00	0.00	29,348.75	0.00	0.00	0.00	29,348.75	
Account Number	Account Name	Project Account Key			Amount	Percent				
610-817-6851	2020C REVENUE BOND-INTEREST				29,348.75	100.00%				
INV0003424	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	91,450.00	0.00	0.00	0.00	91,450.00
2020B INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023			Bank Draft:	DFT0002695
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2020B INTEREST Distributions	Service		0.00	0.00	91,450.00	0.00	0.00	0.00	91,450.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-125-6851	INTEREST - 2020B GO TIF				91,450.00	100.00%				
INV0003425	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	30,900.00	0.00	0.00	0.00	30,900.00
2020A INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023			Bank Draft:	DFT0002696

Payable Register

Packet: APPKT00854 - 11/29/23 UMB BANK BOND INTEREST PAYMENTS

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description Items	Bank Code				On Hold					
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2020A INTEREST Distributions	Service		0.00	0.00	30,900.00	0.00	0.00	0.00	30,900.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-951-6856	INTEREST - 2020A GO DSL				30,900.00	100.00%				
INV0003426	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	4,643.75	0.00	0.00	0.00	4,643.75
2017 INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023		Bank Draft:		DFT0002697
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2017 INTEREST Distributions	Service		0.00	0.00	4,643.75	0.00	0.00	0.00	4,643.75	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-125-6856	INTEREST - PARKS 2017 GO TIF				4,643.75	100.00%				
INV0003427	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	9,857.50	0.00	0.00	0.00	9,857.50
2014A INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023		Bank Draft:		DFT0002698
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2014A INTEREST Distributions	Service		0.00	0.00	9,857.50	0.00	0.00	0.00	9,857.50	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-811-6852	INTEREST - 2014A GO WATER				9,857.50	100.00%				
INV0003428	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	6,971.25	0.00	0.00	0.00	6,971.25
2011 INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023		Bank Draft:		DFT0002699
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2011 INTEREST Distributions	Service		0.00	0.00	6,971.25	0.00	0.00	0.00	6,971.25	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-951-6851	INTEREST 2011 GO DSL PORTION				3,903.90	56.00%				
200-210-6851	INTEREST - 2011 GO STREETS PORTI...				3,067.35	44.00%				
INV0003429	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	3,022.50	0.00	0.00	0.00	3,022.50
2013A INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023		Bank Draft:		DFT0002700
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2013A INTEREST Distributions	Service		0.00	0.00	3,022.50	0.00	0.00	0.00	3,022.50	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-951-6855	INTEREST - 2013A GO DSL PORTION				3,022.50	100.00%				
INV0003430	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	28,395.00	0.00	0.00	0.00	28,395.00
2018A INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023		Bank Draft:		DFT0002701
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2018A INTEREST Distributions	Service		0.00	0.00	28,395.00	0.00	0.00	0.00	28,395.00	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-125-6857	INTEREST-2018 GO TIF PORTION				10,577.50	37.25%				
200-951-6857	INTEREST- 2018 GO DSL PORTION				11,581.38	40.79%				
200-210-6857	INTEREST 2018 - GO STREETS PORT...				6,236.12	21.96%				
INV0003431	Invoice	11/29/2023	11/29/2023	11/29/2023	11/29/2023	230,887.50	0.00	0.00	0.00	230,887.50
2022A INTEREST	AP Bank Code - AP Bank				No	Payment Date: 11/29/2023		Bank Draft:		DFT0002702

Payable Register

Packet: APPKT00854 - 11/29/23 UMB BANK BOND INTEREST PAYMENTS

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
2022A INTEREST Distributions	Service		0.00	0.00	230,887.50	0.00	0.00	0.00	230,887.50	
Account Number	Account Name	Project Account Key			Amount	Percent				
200-125-6853	INTEREST- 2022A TIF				166,550.00	72.13%				
200-951-6858	INTEREST - 2022A GO GSL PORTION				64,337.50	27.87%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	12	566,263.75	0.00	0.00	0.00	566,263.75	566,263.75	0.00
Grand Total:		566,263.75	0.00	0.00	0.00	566,263.75	566,263.75	0.00

Account Summary

Account	Name	Amount
200-125-6851	INTEREST - 2020B GO TIF	91,450.00
200-125-6852	INTEREST - 2021A GO TIF ANNUAL APPR	71,600.00
200-125-6853	INTEREST- 2022A TIF	166,550.00
200-125-6856	INTEREST - PARKS 2017 GO TIF	4,643.75
200-125-6857	INTEREST-2018 GO TIF PORTION	10,577.50
200-210-6851	INTEREST -2011 GO STREETS PORTION	3,067.35
200-210-6857	INTEREST 2018 - GO STREETS PORTION	6,236.12
200-410-6853	INTEREST-2020D LIBRARY	39,287.50
200-811-6852	INTEREST - 2014A GO WATER	9,857.50
200-951-6851	INTEREST 2011 GO DSL PORTION	3,903.90
200-951-6855	INTEREST - 2013A GO DSL PORTION	3,022.50
200-951-6856	INTEREST -2020A GO DSL	30,900.00
200-951-6857	INTEREST- 2018 GO DSL PORTION	11,581.38
200-951-6858	INTEREST - 2022A GO GSL PORTION	64,337.50
Total:		517,015.00

Account	Name	Amount
610-817-6851	2020C REVENUE BOND-INTEREST	29,348.75
Total:		29,348.75

Account	Name	Amount
741-865-6850	INTEREST-2020E	19,900.00
Total:		19,900.00



Payroll Check Register

Checks

Pay Period: 11/6/2023-11/19/2023

Packet: PYPKT00498 - 11/06-11/19/2023 PAID 11/24/2023

Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
----------	------------	------------	------	--------	--------

*** No Checks Created In This Packet ***



Payroll Check Register

Direct Deposits

Packet: PYPKT00498 - 11/06-11/19/2023 PAID 11/24/2023
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	11/24/2023	244.11	104367
BAILEY, BOYCE E	7104	11/24/2023	1,333.48	104368
BERGESON, JOHN W	7121	11/24/2023	1,964.34	104369
BRIGGS, ASHTON S	1511	11/24/2023	986.45	104370
BRUCE, EMMA	3141	11/24/2023	919.42	104371
CARPENTER, JOHN C	5129	11/24/2023	1,610.77	104372
CHAPA, DAISY Y	1584	11/24/2023	220.03	104373
COLLISON, PATRICK F	5103	11/24/2023	2,309.96	104374
CORY, JOHN P	7120	11/24/2023	1,563.15	104375
CRITTENDEN, MATTHEW	1567	11/24/2023	964.10	104376
DOMINGUEZ, MATTHEW P	1513	11/24/2023	944.98	104377
EHRLER, AANNA N	1575	11/24/2023	1,619.31	104378
GANNAWAY, COURTNEY	1597	11/24/2023	550.85	104379
GILSON, DUSTY ALAN	7124	11/24/2023	1,415.13	104380
HAGAN, SHELBY L	5118	11/24/2023	2,555.41	104381
HARMISON, TROY G	1503	11/24/2023	1,749.64	104382
HIGGINS, DAVID P.	7105	11/24/2023	1,489.27	104383
HILL, EVAN L	7126	11/24/2023	1,025.52	104384
HORTON, JOHN C	7112	11/24/2023	100.00	104385
HORTON, JOHN C	7112	11/24/2023	3,412.80	104385
HOWIESON, DANIEL	1572	11/24/2023	1,070.01	104386
HUFF, TIMOTHY J	1559	11/24/2023	1,808.24	104387
JESS, JENE' N	5123	11/24/2023	3,454.55	104388
JOHNSON, ANNASTASHA	5130	11/24/2023	1,387.05	104389
KING, CHRISTINA M	3143	11/24/2023	563.84	104390
KLINKER-FELD, MICHELL M	3135	11/24/2023	2,426.68	104391
KREUDER, AARON M	1441	11/24/2023	3,588.45	104392
KRUSE, OSCAR	1586	11/24/2023	851.30	104393
LUING, TIFFANY A	5133	11/24/2023	1,888.05	104394
LUNDQUIST, BRADLEY D	1555	11/24/2023	998.60	104395
MANGUM, MEGAN SUSANNA	3142	11/24/2023	1,752.33	104396
MARSHMAN, CRAIG A	5125	11/24/2023	1,634.26	104397
MILLER, BRODY E	1582	11/24/2023	1,585.98	104398
MORRIS, REBECCA L	1504	11/24/2023	2,311.41	104399
MULLIN, BRANDON	7127	11/24/2023	1,327.21	104400
MURRAY, MARGARET	5126	11/24/2023	2,883.34	104401
OLIVER, MARKETA S	8403	11/24/2023	3,959.54	104402
OLIVER, MARKETA S	8403	11/24/2023	300.00	104402
PATTERSON, JACOB	1596	11/24/2023	936.27	104403
PEZLEY, ISAAC J	5132	11/24/2023	2,264.43	104404
PHIPPS-BUCKLIN, CHANTEL E	4145	11/24/2023	1,176.10	104405
REYNOLDS, RAY A	1537	11/24/2023	1,186.72	104406
RICCIO, ANTHONY F	1583	11/24/2023	1,049.63	104407
SANDERS, JILL C	3128	11/24/2023	3,152.53	104408
SCHINCKE, MEGAN	3137	11/24/2023	457.56	104409
SCHINCKE, MEGAN	3137	11/24/2023	1,067.63	104409
SCHINCKE, MEGAN	3137	11/24/2023	125.00	104409
SEXTON, WILLIAM M	7125	11/24/2023	952.46	104410
SEXTON, WILLIAM M	7125	11/24/2023	400.00	104410
SHARP, COLE P	1581	11/24/2023	352.27	104411
SPOERRY, DANIELLE M	1527	11/24/2023	1,456.16	104412

Employee	Employee #	Date	Amount	Number
SUMMERS, ALAN C	1534	11/24/2023	2,397.44	104413
VAN HOUTEN, NICOLE M	5121	11/24/2023	1,748.20	104414



Payroll Check Register

Report Summary

Packet: PYPKT00498 - 11/06-11/19/2023 PAID 11/24/2023
Payroll Set: CITY OF BONDURANT, IA - 01

Type	Count	Amount
Regular Checks	0	0.00
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	53	79,491.96
Total	53	79,491.96

Tax Abatement Applications
December 4, 2023
City of Bondurant

Name	Address	Closing Date	Cost
Cassaundra Stephenson-Fishel	117 13 th Street, NW	9/16/22	\$346,000
Kami Hausman	3304 Locust Street, SW	6/21/21	\$275,500



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

Item No. 6.d.
For Meeting of 12/4/2023
Receive and File

TITLE: - Resolution approving the FY2023 Urban Renewal Report

CONTACT PERSON:

Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: This is a report created by the Finance team to submit to the Department of Management's website. It reports on the projects in the Urban Renewal Plan and the money spent on them related to debt issuances. The report has been uploaded to the State and awaits council approval for final submission.

FUNDING SOURCE: N/A

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-248
2. Urban Renewal Report FY23

CITY OF BONDURANT
RESOLUTION NO. 231204-248

RESOLUTION APPROVING THE ANNUAL URBAN RENEWAL REPORT
FISCAL YEAR 2022-2023

WHEREAS the Code of Iowa requires a report detailing activity within each Urban Renewal area to be filed annually with State of Iowa, typically no later than December 1 of each year; AND

WHEREAS this report has been completed and filed and awaits Council approval for final submission; AND

WHEREAS the Finance Director of the City of Bondurant has completed the Annual Urban Renewal Report and recommends its submission upon review of the City of Bondurant City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Annual Urban Renewal Report, Fiscal Year 2022-2023, is hereby approved as presented.

Passed this 04th day of December 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				

Levy Authority Summary

Local Government Name: BONDURANT
 Local Government Number: 77G715

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
BONDURANT URBAN RENEWAL	77025	3

TIF Debt Outstanding: 31,651,125

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022:	3,463	0	Amount of 07-01-2022 Cash Balance Restricted for LMI
---	--------------	----------	---

TIF Revenue:	1,638,926
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	1,638,926

Rebate Expenditures:	0
Non-Rebate Expenditures:	1,642,388
Returned to County Treasurer:	0
Total Expenditures:	1,642,388

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023:	1	0	Amount of 06-30-2023 Cash Balance Restricted for LMI
---	----------	----------	---

**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance:** 30,008,736

Urban Renewal Area Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL
 UR Area Number: 77025

UR Area Creation Date: 06/1988

UR Area Purpose: To foster economic development in the area through public improvements including sewer, water upgrades, and street improvements.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
BONDURANT CITY/BOND-FARR SCH/88 TIF INCR	770219	770221	52,425,517
BONDURANT CITY AG/BOND-FARR SCH/88 TIF INCR	770220	770222	0
BONDURANT CITY/BOND-FARR SCH/91 AMD TIF INCR	770475	770476	2,528,498

Urban Renewal Area Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	527,490	186,215,220	101,035,250	6,508,000	0	-133,344	299,882,616	0	299,882,616
Taxable	469,684	100,798,676	90,931,725	5,857,200	0	-133,344	201,576,818	0	201,576,818
Homestead Credits									613

TIF Sp. Rev. Fund Cash Balance as of 07-01-2022: **3,463** **0** **Amount of 07-01-2022 Cash Balance Restricted for LMI**

TIF Revenue: 1,638,926
 TIF Sp. Revenue Fund Interest: 0
 Property Tax Replacement Claims: 0
 Asset Sales & Loan Repayments: 0
Total Revenue: 1,638,926

Rebate Expenditures: 0
 Non-Rebate Expenditures: 1,642,388
 Returned to County Treasurer: 0
Total Expenditures: 1,642,388

TIF Sp. Rev. Fund Cash Balance as of 06-30-2023: **1** **0** **Amount of 06-30-2023 Cash Balance Restricted for LMI**

Projects For BONDURANT URBAN RENEWAL

Pleasant ST NE park land Development

Description:	Land Development
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

342 10th St, Bridge, Garfield

Description:	Transportation Development
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Downtown Parking

Description:	Parking lot
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Hwy65 Natural Gas

Description:	Pipeline
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Project Blue Jay

Description:	Streets and Drainage Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Project Blue Jay

Description:	Streets and Drainage Improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Project Omega

Description:	Streets Drainage Improvements
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Economic Development Administrative Cost

Description:	Economic development Administrative Cost
Classification:	Administrative expenses
Physically Complete:	Yes

Payments Complete:	Yes
--------------------	-----

BRSC Improvements

Description:	BRSC Improvements
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	Yes

TIF 1st Main

Description:	Streets
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Downs Property

Description:	Park Land purchase
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	Yes

Downtown Parking

Description:	Parking lot improvements
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	Yes

Public Safety Building

Description:	Phase 1 of Civic Campus
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Certified Site Improvements

Description:	Streets and Drainage
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

2020 Washington St Decel Lane

Description:	Street Improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

1st and Main Economic

Description:	Street Improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Downtown Parking

Description:	Parking Improvement
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

DNG Properties Development Agreement

Description:	Street Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Economic Development Administrative Activites

Description:	Administrative Costs
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

10th St Bridge

Description:	Bridge
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	Yes

Commuter Loop

Description:	Street Construction
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	Yes

Parkland

Description:	Parkland Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	Yes

Hawthorn St

Description:	Street Contruction
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For BONDURANT URBAN RENEWAL

GO Urban Renewal Bonds 2017

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	560,000
Interest:	32,968
Total:	592,968
Annual Appropriation?:	No
Date Incurred:	05/31/2017
FY of Last Payment:	2029

Econ Dvlpmt dues/activity FY18

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	695,000
Interest:	100,235
Total:	795,235
Annual Appropriation?:	No
Date Incurred:	06/30/2017
FY of Last Payment:	2029

2020B Project BlueJay

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	6,945,000
Interest:	1,179,500
Total:	8,124,500
Annual Appropriation?:	No
Date Incurred:	02/03/2020
FY of Last Payment:	2034

2021A Project Omega

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	6,050,000
Interest:	1,183,650
Total:	7,233,650
Annual Appropriation?:	Yes
Date Incurred:	02/02/2021
FY of Last Payment:	2034

2022A Public Safety Building & Certified Site

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	10,015,000
Interest:	4,154,603
Total:	14,169,603
Annual Appropriation?:	Yes
Date Incurred:	02/22/2022
FY of Last Payment:	2041

Economic evelopment Administrative Cost

Debt/Obligation Type:	Other Debt
Principal:	485,968
Interest:	0

Total:	485,968
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

TIF Park Land Purchase

Debt/Obligation Type:	Other Debt
Principal:	1,692
Interest:	0
Total:	1,692
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

TIF - 1st & Main Econ Devel

Debt/Obligation Type:	Other Debt
Principal:	792
Interest:	0
Total:	792
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

TIF Downtown Parking

Debt/Obligation Type:	Other Debt
Principal:	5,767
Interest:	0
Total:	5,767
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

16th St NE - Grant to Pleasant

Debt/Obligation Type:	Other Debt
Principal:	36,681
Interest:	0
Total:	36,681
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

Request for Undistributed Certifications FY18-21

Debt/Obligation Type:	Other Debt
Principal:	89,481
Interest:	0
Total:	89,481
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

10th St Bridge

Debt/Obligation Type:	Other Debt
Principal:	1,782
Interest:	0
Total:	1,782

Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

Commuter Loop

Debt/Obligation Type:	Other Debt
Principal:	3,008
Interest:	0
Total:	3,008
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

Parkland

Debt/Obligation Type:	Other Debt
Principal:	35
Interest:	0
Total:	35
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

Washington St

Debt/Obligation Type:	Other Debt
Principal:	44,037
Interest:	0
Total:	44,037
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

Hawthorn

Debt/Obligation Type:	Other Debt
Principal:	65,926
Interest:	0
Total:	65,926
Annual Appropriation?:	Yes
Date Incurred:	10/31/2021
FY of Last Payment:	2023

Non-Rebates For BONDURANT URBAN RENEWAL

TIF Expenditure Amount:	147,385
Tied To Debt:	GO Urban Renewal Bonds 2017
Tied To Project:	Pleasant ST NE park land Development

TIF Expenditure Amount:	115,355
Tied To Debt:	Econ Dvlpmt dues/activity FY18
Tied To Project:	Pleasant ST NE park land Development

TIF Expenditure Amount:	713,900
Tied To Debt:	2020B Project BlueJay
Tied To Project:	Project Blue Jay

TIF Expenditure Amount:	350,665
Tied To Debt:	2021A Project Omega
Tied To Project:	Project Omega

TIF Expenditure Amount:	0
Tied To Debt:	2022A Public Safety Building & Certified Site
Tied To Project:	Public Safety Building

TIF Expenditure Amount:	0
Tied To Debt:	2022A Public Safety Building & Certified Site
Tied To Project:	Certified Site Improvements

TIF Expenditure Amount:	176,633
Tied To Debt:	Economic evelopment Administrative Cost
Tied To Project:	Economic Development Administrative Cost

TIF Expenditure Amount:	44,037
Tied To Debt:	Washington St
Tied To Project:	2020 Washington St Decel Lane

TIF Expenditure Amount:	23,662
Tied To Debt:	TIF - 1st & Main Econ Devel
Tied To Project:	TIF 1st Main

TIF Expenditure Amount:	35
Tied To Debt:	TIF Park Land Purchase
Tied To Project:	Parkland

TIF Expenditure Amount:	1,782
Tied To Debt:	10th St Bridge
Tied To Project:	10th St Bridge

TIF Expenditure Amount:	3,008
Tied To Debt:	Commuter Loop
Tied To Project:	Economic Development Administrative Activites

TIF Expenditure Amount:	65,926
Tied To Debt:	Hawthorn

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/BOND-FARR SCH/88 TIF INCR
 TIF Taxing District Inc. Number: 770221
 TIF Taxing District Base Year: 1987
 FY TIF Revenue First Received: 1988
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/1988

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	175,677,920	97,371,710	6,508,000	0	-124,084	284,753,546	0	284,753,546
Taxable	0	95,094,807	87,634,539	5,857,200	0	-124,084	191,853,963	0	191,853,963
Homestead Credits									577

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	8,577,844	191,853,963	52,425,517	139,428,446	4,151,366

FY 2023 TIF Revenue Received: 1,563,648

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY AG/BOND-FARR SCH/88 TIF INCR
 TIF Taxing District Inc. Number: 770222
 TIF Taxing District Base Year: 1987
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/1988

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	527,490	0	0	0	0	0	527,490	0	527,490
Taxable	469,684	0	0	0	0	0	469,684	0	469,684
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	527,490	0	0	0	0

FY 2023 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: BONDURANT (77G715)
 Urban Renewal Area: BONDURANT URBAN RENEWAL (77025)
 TIF Taxing District Name: BONDURANT CITY/BOND-FARR SCH/91 AMD TIF INCR
 TIF Taxing District Inc. Number: 770476
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 2000
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1991

TIF Taxing District Value by Class - 1/1/2021 for FY 2023

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	10,537,300	3,663,540	0	0	-9,260	14,601,580	0	14,601,580
Taxable	0	5,703,869	3,297,186	0	0	-9,260	9,253,171	0	9,253,171
Homestead Credits									36

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2023	3,751,500	9,253,171	2,528,498	6,724,673	200,222

FY 2023 TIF Revenue Received: 75,278



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

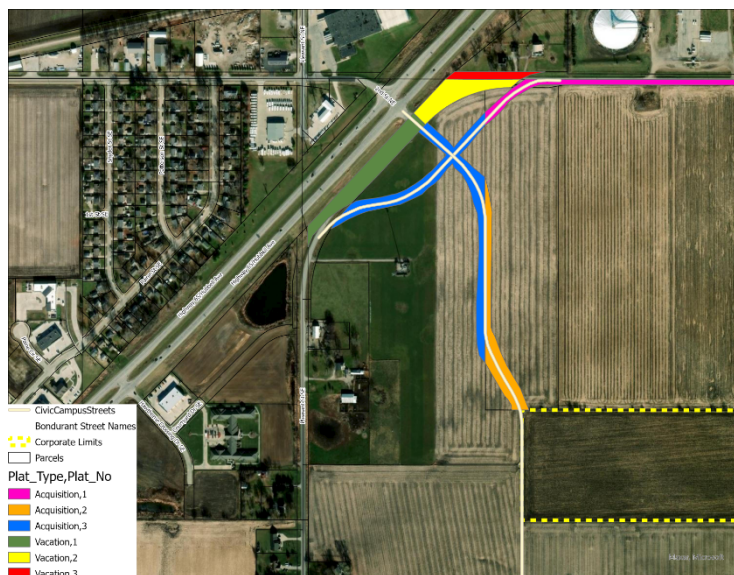
Item No. 6.e.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution approving the Civic Campus Master Plan Acquisition Plats

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: Veenstra & Kimm, on behalf of the City of Bondurant, has submitted three acquisition Plats of Survey for review. The three acquisition plats are located in the area of the proposed Campus Drive SE/2nd Street NE/Pleasant Street SE street/intersection realignment project associated with the Civic Campus Master Plan area. The area of the acquisition plats are currently owned by the City of Bondurant and the Bondurant Business Park II LLC and will be used for future right-of-way. The area map with the three proposed acquisition plats are shown below.



As part of this project Veenstra & Kim has submitted three vacation Plat of Survey that will be considered in a separate resolution. The three vacation Plats of Survey would vacate current right-of-way parcels for Pleasant Street SE and 2nd Street NE. The Civic Campus Master Plan shows these areas as future commercial development sites. The

vacated right-of-way parcels will remain in the ownership of the City of Bondurant. The three acquisition Plats of Survey create the new proposed rights-of-way for the reconstructed Pleasant Street SE and 2nd Street NE as well as the right-of-way for the newly proposed Campus Drive SE. The map below shows the vacation Plats of Survey areas and the acquisition Plats of Survey areas.



These new rights-of-way align with the Civic Campus Master Plan as shown below.



FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-249
2. Acquisition Plat of Survey 1
3. Acquisition Plat of Survey 2
4. Acquisition Plat of Survey 3

CITY OF BONDURANT
RESOLUTION NO. 231204-249

RESOLUTION APPROVING THE CIVIC CAMPUS MASTER PLAN ACQUISITION
PLATS ESTABLISHING NEW RIGHT-OF-WAY

WHEREAS Veenstra & Kimm, Inc has submitted three acquisition plats for properties located in the Civic Campus Master Plan area, which are described as follows:

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

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE SOUTH 00°02'07" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 40.00 FEET; THENCE NORTH 89°47'36" WEST, 1088.35 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 377.51 FEET AND WHOSE CHORD BEARS SOUTH 66°41'45" WEST, 367.01 FEET; THENCE SOUTH 43°11'06" WEST, 167.51 FEET; THENCE NORTH 00°03'06" EAST, 131.64 FEET; THENCE NORTH 43°11'06" EAST, 71.45 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 215.04 FEET AND WHOSE CHORD BEARS NORTH 54°23'09" EAST, 213.67 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG SAID NORTH LINE, 1317.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 83,874 SQUARE FEET (1.93 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

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

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET; THENCE SOUTH 00°03'06" WEST, 671.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE WEST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 212.94 FEET AND WHOSE CHORD BEARS SOUTH 10°50'30" EAST, 211.66 FEET; THENCE SOUTH 00°03'06" WEST, 589.19 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 252.09 FEET AND WHOSE CHORD BEARS SOUTH 14°59'37" EAST, 249.20 FEET; THENCE SOUTH 30°02'20" EAST, 158.97 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 145.22 FEET AND WHOSE CHORD BEARS

SOUTH 22°36'35" EAST, 144.82 FEET TO THE SOUTH LINE OF THE NORTH THE 60 ACRES OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 89°47'36" WEST ALONG SAID SOUTH LINE AND TO THE EXTENSION TO THE WEST, 83.50 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 102.31 FEET AND WHOSE CHORD BEARS NORTH 23°55'57" WEST, 102.12 FEET; THENCE NORTH 30°02'20" WEST, 158.97 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 81.16 FEET AND WHOSE CHORD BEARS NORTH 25°53'13" WEST, 81.09 FEET; THENCE NORTH 00°03'06" EAST, 1004.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 68,037 SQUARE FEET (1.56 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

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

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET; THENCE SOUTH 00°03'06" WEST, 177.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°03'06" WEST, 131.64 FEET; THENCE SOUTH 43°11'06" WEST, 187.15 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE EAST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 38.66 FEET AND WHOSE CHORD BEARS SOUTH 01°06'49" EAST, 34.92 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 231.42 FEET AND WHOSE CHORD BEARS SOUTH 33°34'26" EAST, 229.78 FEET; THENCE SOUTH 00°03'06" WEST, 1004.88 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE EAST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 212.94 FEET AND WHOSE CHORD BEARS NORTH 10°50'30" WEST, 211.66 FEET; THENCE NORTH 00°03'06" EAST, 589.19 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 377.52 FEET AND WHOSE CHORD BEARS NORTH 22°28'48" WEST, 367.87 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 40.06 FEET AND WHOSE CHORD BEARS SOUTH 89°05'12" WEST, 35.91 FEET; THENCE SOUTH 43°11'06" WEST, 153.96 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWEST WHOSE RADIUS IS 540.00 FEET, WHOSE ARC LENGTH IS 376.76 FEET AND WHOSE CHORD BEARS SOUTH 63°10'22" WEST, 369.16 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 457.50 FEET AND WHOSE CHORD BEARS SOUTH 54°40'05" WEST, 438.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF NE 80TH STREET AS SHOWN ON THE

EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 399 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 768.51 FEET, WHOSE ARC LENGTH IS 340.60 FEET AND WHOSE CHORD BEARS NORTH 30°34'33" EAST, 337.82 FEET; THENCE NORTH 44°02'50" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 1.64 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 182.52 FEET AND WHOSE CHORD BEARS NORTH 73°39'13" EAST, 181.68 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTH WHOSE RADIUS IS 450.00 FEET, WHOSE ARC LENGTH IS 313.97 FEET AND WHOSE CHORD BEARS NORTH 63°10'22" EAST, 307.64 FEET; THENCE NORTH 43°11'06" EAST, 134.45 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE WEST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.22 FEET AND WHOSE CHORD BEARS NORTH 01°45'12" WEST, 35.32 FEET; THENCE NORTH 46°41'31" WEST, 268.12 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 80TH STREET AS SHOWN ON SAID EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 399; THENCE NORTH 43°25'07" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 120.00 FEET; THENCE SOUTH 46°41'31" EAST, 267.52 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTH WHOSE RADIUS IS 35.00 FEET, WHOSE ARC LENGTH IS 39.32 FEET AND WHOSE CHORD BEARS NORTH 88°14'48" EAST, 35.39 FEET; THENCE NORTH 43°11'06" EAST, 262.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 199,041 (4.57 ACRES). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

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

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA: that the Civic Campus Master Plan Acquisition Plats is hereby approved.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 4th day of December 2023.

By: _____
Bob Pepper, Mayor Pro Tem

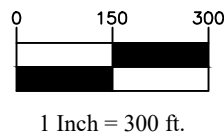
ATTEST: I, Shelby Hagan, City Clerk of Bondurant, hereby certify that at a meeting of the City Council held on the above date, among other proceedings the above was adopted.

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

Shelby Hagan, City Clerk

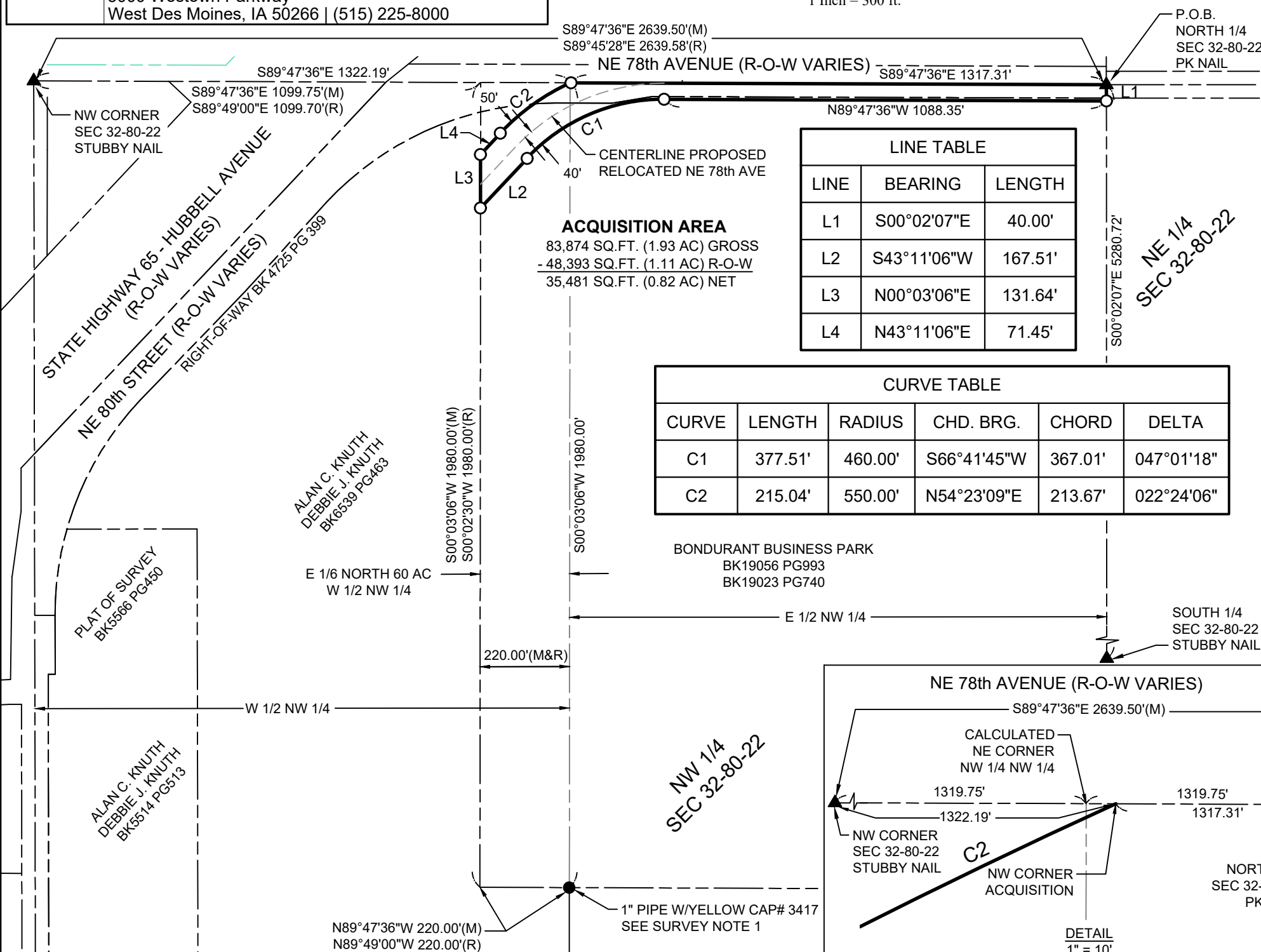
Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				

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



ACQUISITION PLAT

FOR ROAD RIGHT-OF-WAY
IN THE NW 1/4 OF SECTION 32-80-22



LEGAL DESCRIPTION:

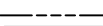
A PART OF THE NORTHWEST QUARTER SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE SOUTH 00°02'07" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, 40.00 FEET; THENCE NORTH 89°47'36" WEST, 1088.35 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 377.51 FEET AND WHOSE CHORD BEARS SOUTH 66°41'45" WEST, 367.01 FEET; THENCE SOUTH 43°11'06" WEST, 167.51 FEET; THENCE NORTH 00°03'06" EAST, 131.64 FEET; THENCE NORTH 43°11'06" EAST, 71.45 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 215.04 FEET AND WHOSE CHORD BEARS NORTH 54°23'09" EAST, 213.67 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG SAID NORTH LINE, 1317.31 FEET TO THE POINT OF BEGINNING AND CONTAINING 83,874 SQUARE FEET (1.93 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOTES

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

SUPPORTING DOCUMENTS	BOOK	PAGE
WARRANTY DEED	4725	395
ROW EASEMENT	4725	399
WARRANTY DEED	6539	463
WARRANTY DEED	5514	513
WARRANTY DEED	19056	122
WARRANTY DEED	19023	740
PLAT OF RETRACEMENT	13080	445
PLAT OF SURVEY	5566	450
PLAT OF SURVEY	8082	319
OP OF SW1/4 NW1/4	B	47

LEGEND	
	FOUND SECTION CORNER MONUMENT
	SET SECTION CORNER MONUMENT
	FOUND PROPERTY MONUMENT (AS NOTED)
	SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
(M)	MEASURED BEARING OR DIMENSION
(R)	RECORDED BEARING OR DIMENSION
----	SECTION LINE
-----	PROPERTY LINE
	ACQUISITION AREA = 83,874 SQ.FT. (1.93 ACRES)

SURVEY NOTES

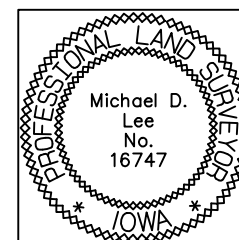
1) MONUMENT IS ON THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32-80-22 AND MATCHES THE WARRANTY DEED RECORDED IN BOOK 6539. PAGE 463.

FIELD SURVEY COMPLETED: JANUARY 2023

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

PRELIMINARY

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



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



BONDURANT CERTIFIED SITE IMPROVEMENTS

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

ACQUISITION PLAT
FOR ROAD RIGHT-OF-WAY
IN THE NW 1/4 OF SECTION 32-80-22

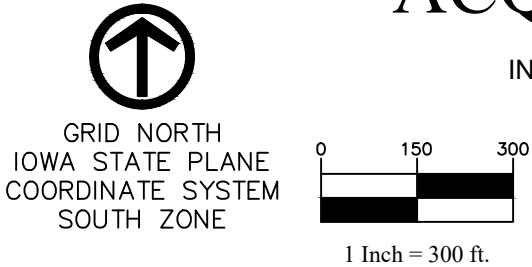
DWG. NO

ACQ-

SHEET 1 OF 1

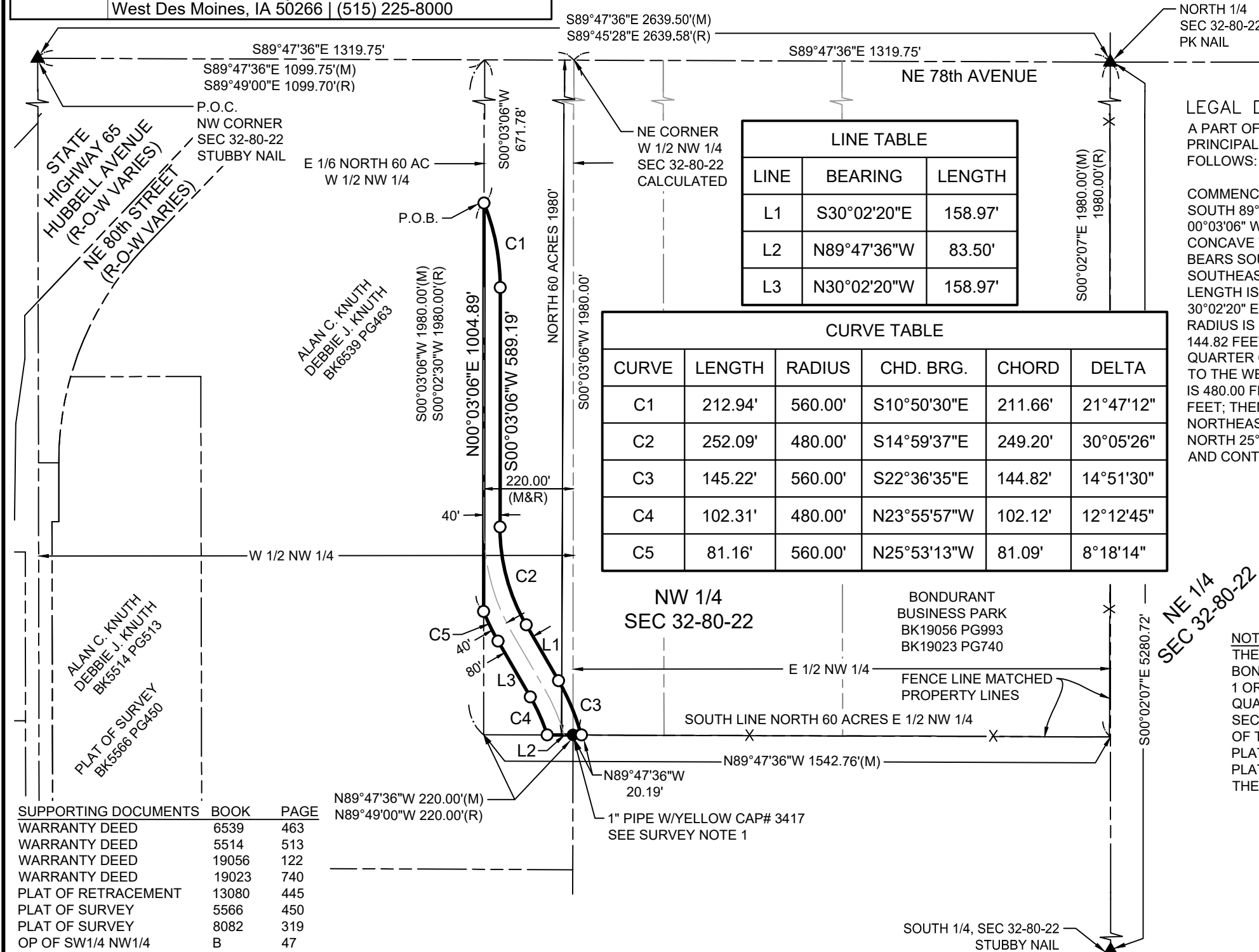
PROJECT	42892
---------	-------

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



ACQUISITION PLAT

FOR ROAD RIGHT-OF-WAY
IN THE NW 1/4 OF SECTION 32-80-22



LEGAL DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET; THENCE SOUTH 00°03'06" WEST, 671.78 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE WEST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 212.94 FEET AND WHOSE CHORD BEARS SOUTH 10°50'30" EAST, 211.66 FEET; THENCE SOUTH 00°03'06" WEST, 589.19 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 252.09 FEET AND WHOSE CHORD BEARS SOUTH 14°59'37" EAST, 249.20 FEET; THENCE SOUTH 30°02'20" EAST, 158.97 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 145.22 FEET AND WHOSE CHORD BEARS SOUTH 22°36'35" EAST, 144.82 FEET TO THE SOUTH LINE OF THE NORTH THE 60 ACRES OF THE EAST HALF OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 89°47'36" WEST ALONG SAID SOUTH LINE AND TO THE EXTENSION TO THE WEST, 83.50 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 102.31 FEET AND WHOSE CHORD BEARS NORTH 23°55'57" WEST, 102.12 FEET; THENCE NORTH 30°02'20" WEST, 158.97 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE NORTHEAST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 81.16 FEET AND WHOSE CHORD BEARS NORTH 25°53'13" WEST, 81.09 FEET; THENCE NORTH 00°03'06" EAST, 1004.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 68,037 SQUARE FEET (1.56 ACRES), SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

SURVEY NOTES

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

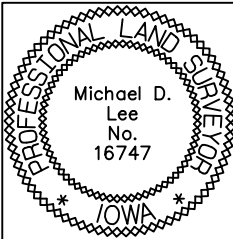
LEGEND

- ▲ FOUND SECTION CORNER MONUMENT
- △ SET SECTION CORNER MONUMENT
- FOUND PROPERTY MONUMENT (AS NOTED)
- SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
- (M) MEASURED BEARING OR DIMENSION
- (R) RECORDED BEARING OR DIMENSION
- SECTION LINE
- PROPERTY LINE
- × EXISTING FENCE
- ACQUISITION AREA = 68,037 SQ.FT. (1.56 ACRES)

NOTES

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

FIELD SURVEY COMPLETED: JANUARY 2023



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

PRELIMINARY

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

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	TJP
		CHECKED	MDL
		APPROVED	MDL
		DATE	05-22-23
		A.C.	



BONDURANT CERTIFIED SITE IMPROVEMENTS
3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

ACQUISITION PLAT FOR ROAD RIGHT-OF-WAY IN THE NW 1/4 OF SECTION 32-80-22	DWG. NO. ACQ-5 SHEET 1 OF 1
PROJECT 42892	Page 69 of 191

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

ACQUISITION PLAT

FOR PUBLIC ROAD RIGHT-OF-WAY
IN THE NW 1/4 OF SECTION 32-80-22

LEGAL DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 1099.75 FEET; THENCE SOUTH 00°03'06" WEST, 177.32 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°03'06" WEST, 131.64 FEET; THENCE SOUTH 43°11'06" WEST, 187.15 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE EAST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 38.66 FEET AND WHOSE CHORD BEARS SOUTH 01°06'49" EAST, 34.92 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 231.42 FEET AND WHOSE CHORD BEARS SOUTH 33°34'26" EAST, 229.78 FEET; THENCE SOUTH 00°03'06" WEST, 1004.88 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE EAST WHOSE RADIUS IS 560.00 FEET, WHOSE ARC LENGTH IS 212.94 FEET AND WHOSE CHORD BEARS NORTH 10°50'30" WEST, 211.66 FEET; THENCE NORTH 00°03'06" EAST, 589.19 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWEST WHOSE RADIUS IS 480.00 FEET, WHOSE ARC LENGTH IS 377.52 FEET AND WHOSE CHORD BEARS NORTH 22°28'48" WEST, 367.87 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 40.06 FEET AND WHOSE CHORD BEARS SOUTH 89°05'12" WEST, 35.91 FEET; THENCE SOUTH 43°11'06" WEST, 153.96 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE NORTHWEST WHOSE RADIUS IS 540.00 FEET, WHOSE ARC LENGTH IS 376.76 FEET AND WHOSE CHORD BEARS SOUTH 63°10'22" WEST, 369.16 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 460.00 FEET, WHOSE ARC LENGTH IS 457.50 FEET AND WHOSE CHORD BEARS SOUTH 54°40'05" WEST, 438.88 FEET TO THE EAST RIGHT-OF-WAY LINE OF NE 80th STREET AS SHOWN ON THE EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 399 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE NORTHEASTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 768.51 FEET, WHOSE ARC LENGTH IS 340.60 FEET AND WHOSE CHORD BEARS NORTH 30°34'33" EAST, 337.82 FEET; THENCE NORTH 44°02'50" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 1.64 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE SOUTH WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 182.52 FEET AND WHOSE CHORD BEARS NORTH 73°39'13" EAST, 181.68 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTH WHOSE RADIUS IS 450.00 FEET, WHOSE ARC LENGTH IS 313.97 FEET AND WHOSE CHORD BEARS NORTH 63°10'22" EAST, 307.64 FEET; THENCE NORTH 43°11'06" EAST, 134.45 FEET; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE WEST WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.22 FEET AND WHOSE CHORD BEARS NORTH 01°45'12" WEST, 35.32 FEET; THENCE NORTH 46°41'31" WEST, 268.12 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 80th STREET AS SHOWN ON SAID EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 399; THENCE NORTH 43°25'07" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 120.00 FEET; THENCE SOUTH 46°41'31" EAST, 267.52 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE NORTH WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.32 FEET AND WHOSE CHORD BEARS NORTH 88°14'48" EAST, 35.39 FEET; THENCE NORTH 43°11'06" EAST, 262.76 FEET TO THE POINT OF BEGINNING AND CONTAINING 199,041 SQUARE FEET (4.57 ACRES). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

CURVE TABLE - RECORDED					
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD	DELTA
C13	670.69'	818.51'			46°54'
C14	620.24'	818.51'			43°25'
C15	629.1'	768.51'	N66°37'E	611.7'	
C16	582.3'	768.51'	N21°27'E	568.5'	
C17	214.28'	768.51'		213.58'	15°58'31"

LINE TABLE - RECORDED		
LINE	BEARING	LENGTH
L15	S89°56'E	138.5'
L16	N80°05'30"E	101.5'

SUPPORTING DOCUMENTS	BOOK	PAGE
EASEMENT FOR PUBLIC HWY	4725	399
WARRANTY DEED	4725	395
WARRANTY DEED	6539	463
WARRANTY DEED	5514	513
WARRANTY DEED	19056	122
WARRANTY DEED	19023	740
PLAT OF RETRACEMENT	13080	445
PLAT OF SURVEY	5566	450
PLAT OF SURVEY	8082	319

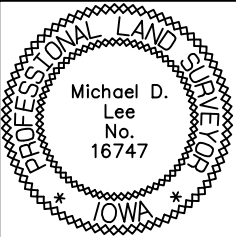
SURVEY NOTES

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

LEGEND

▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND PROPERTY MONUMENT (AS NOTED)
○	SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
×	PC/PT OF CURVE
(M)	MEASURED BEARING OR DIMENSION
(R)	RECORDED BEARING OR DIMENSION
-----	SECTION LINE
-----	PROPERTY LINE
- - - - -	ROAD CENTERLINE
	RIGHT-OF-WAY ACQUISITION 199,041 SQ.FT. (4.57 ACRES)

FIELD SURVEY COMPLETED: JANUARY 2023



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

PRELIMINARY

MICHAEL D. LEE, P.L.S. DATE
License Number: 16747
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal: SHEETS 1, 2, AND 3

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	TJP
		CHECKED	MDL
		APPROVED	MDL
		DATE	05-23-23
		A.C.	

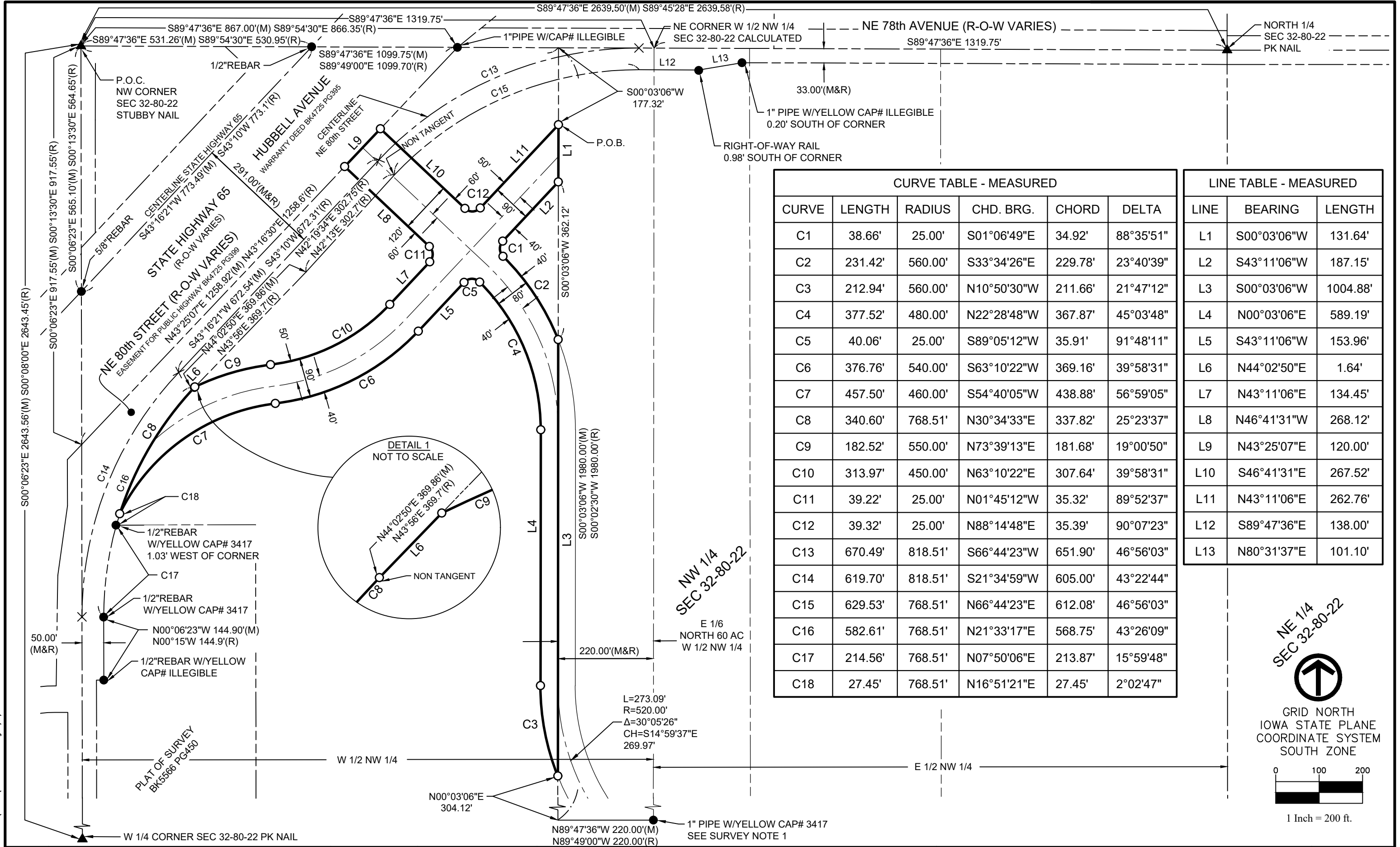


BONDURANT CERTIFIED SITE IMPROVEMENTS
3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

ACQUISITION PLAT FOR PUBLIC ROAD RIGHT-OF-WAY IN THE NW 1/4 OF SECTION 32-80-22

DWG. NO.
ACQ-6
SHEET 1 OF 3
PROJECT 42892

P:\42892\42892-SURVEY\PLATS\42892 PS-6.dwg 6/8/2023 10:27 AM



CURVE TABLE - MEASURED					
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD	DELTA
C1	38.66'	25.00'	S01°06'49"E	34.92'	88°35'51"
C2	231.42'	560.00'	S33°34'26"E	229.78'	23°40'39"
C3	212.94'	560.00'	N10°50'30"W	211.66'	21°47'12"
C4	377.52'	480.00'	N22°28'48"W	367.87'	45°03'48"
C5	40.06'	25.00'	S89°05'12"W	35.91'	91°48'11"
C6	376.76'	540.00'	S63°10'22"W	369.16'	39°58'31"
C7	457.50'	460.00'	S54°40'05"W	438.88'	56°59'05"
C8	340.60'	768.51'	N30°34'33"E	337.82'	25°23'37"
C9	182.52'	550.00'	N73°39'13"E	181.68'	19°00'50"
C10	313.97'	450.00'	N63°10'22"E	307.64'	39°58'31"
C11	39.22'	25.00'	N01°45'12"W	35.32'	89°52'37"
C12	39.32'	25.00'	N88°14'48"E	35.39'	90°07'23"
C13	670.49'	818.51'	S66°44'23"W	651.90'	46°56'03"
C14	619.70'	818.51'	S21°34'59"W	605.00'	43°22'44"
C15	629.53'	768.51'	N66°44'23"E	612.08'	46°56'03"
C16	582.61'	768.51'	N21°33'17"E	568.75'	43°26'09"
C17	214.56'	768.51'	N07°50'06"E	213.87'	15°59'48"
C18	27.45'	768.51'	N16°51'21"E	27.45'	2°02'47"

LINE TABLE - MEASURED		
LINE	BEARING	LENGTH
L1	S00°03'06"W	131.64'
L2	S43°11'06"W	187.15'
L3	S00°03'06"W	1004.88'
L4	N00°03'06"E	589.19'
L5	S43°11'06"W	153.96'
L6	N44°02'50"E	1.64'
L7	N43°11'06"E	134.45'
L8	N46°41'31"W	268.12'
L9	N43°25'07"E	120.00'
L10	S46°41'31"E	267.52'
L11	N43°11'06"E	262.76'
L12	S89°47'36"E	138.00'
L13	N80°31'37"E	101.10'



GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



1 Inch = 200 ft.

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	TJP
		CHECKED	MDL
		APPROVED	MDL
		DATE	05-23-23
		A.C.	

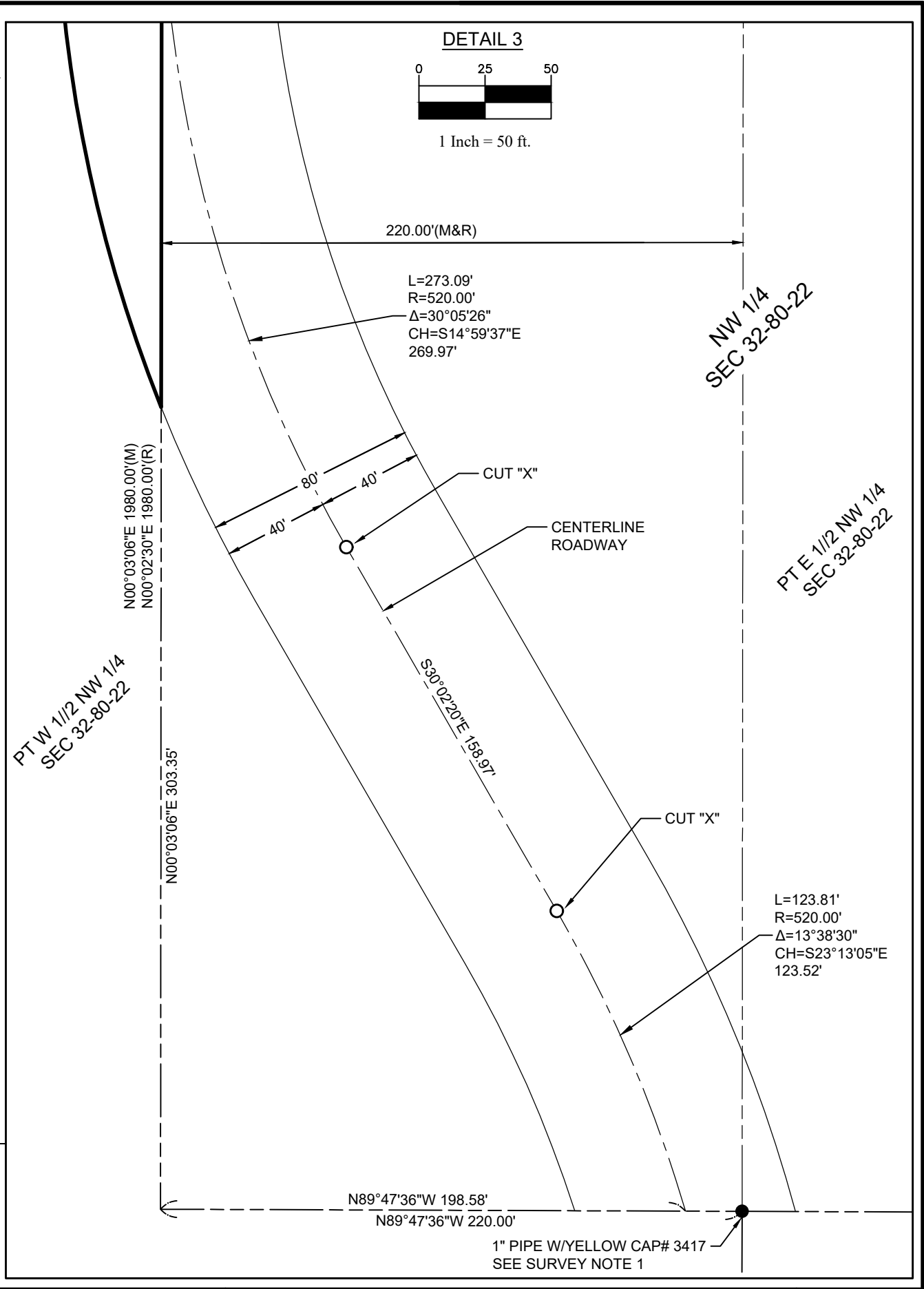
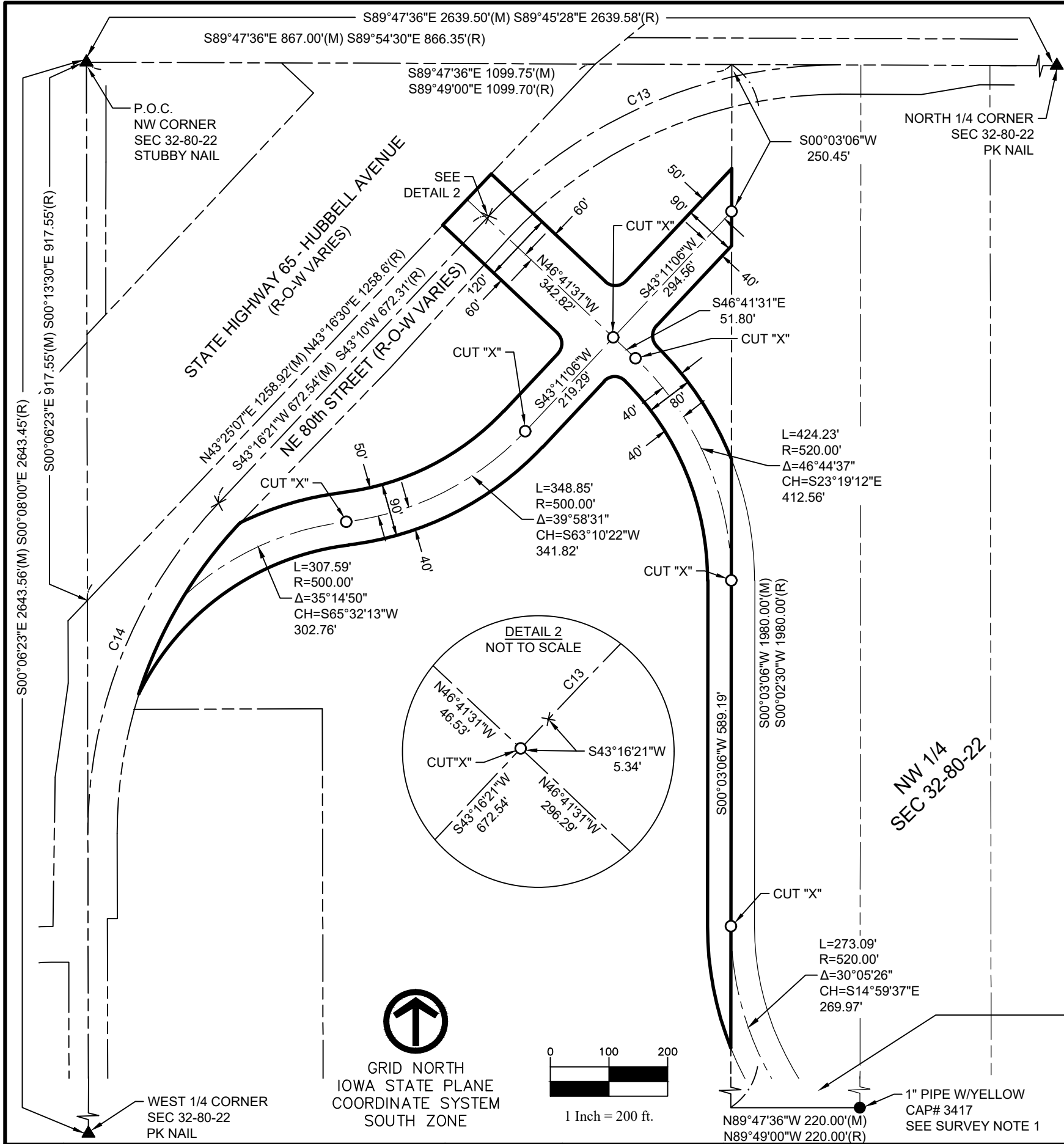


BONDURANT CERTIFIED SITE IMPROVEMENTS	
3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000	

ACQUISITION PLAT FOR PUBLIC ROAD RIGHT-OF-WAY IN THE NW 1/4 OF SECTION 32-80-22	
---	--

DWG. NO.
ACQ-6
SHEET 2 OF 3
PROJECT 42892

P:\42892\42892-SURVEY\PLATS\42892 PS-6.dwg 6/8/2023 10:28 AM



DATE	REVISIONS

SCALE	AS NOTED
DRAWN	TJP
CHECKED	MDL
APPROVED	MDL
DATE	05-23-23
A.C.	



BONDURANT CERTIFIED SITE IMPROVEMENTS

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

ACQUISITION PLAT
FOR PUBLIC ROAD RIGHT-OF-WAY
IN THE NW 1/4 OF SECTION 32-80-22

DWG. NO.
ACQ-6
SHEET 3 OF 3
PROJECT 42892



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

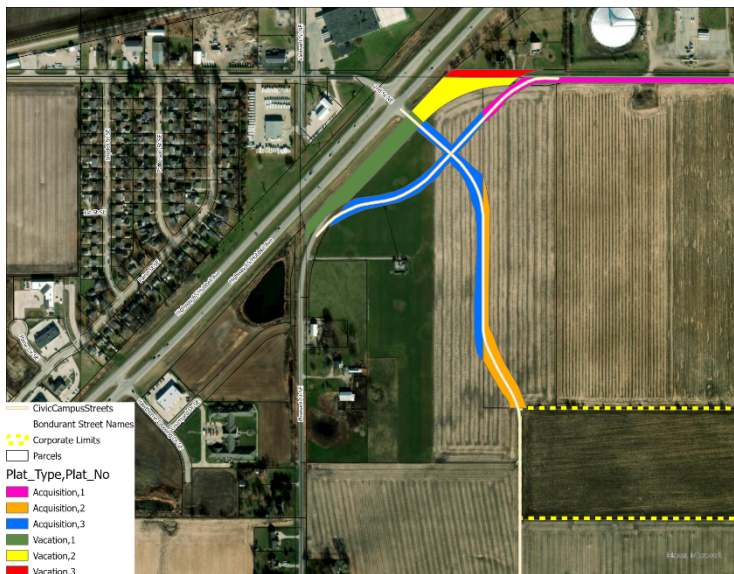
Item No. 6.f.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution affixing a date for a public hearing for the vacation of certain right-of-way within the Civic Campus Master Plan area

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: Veenstra & Kimm, on behalf of the City of Bondurant, has submitted three vacation Plats of Survey for review. The three Plats of Survey are located in the area of the proposed Campus Drive SE/2nd Street NE/Pleasant Street SE street/intersection realignment project associated with the Civic Campus Master Plan area. The vacation Plats of Survey are vacating existing right-of-way parcels that will no longer be needed when the Civic Campus Master Plan and street realignment project is completed. The area map with the three proposed vacation Plats of Survey are shown below.



As part of this project Veenstra & Kim has submitted three acquisition Plats of Survey that will be considered in a separate resolution. The three vacation Plats of Survey

would vacate current right-of-way parcels for Pleasant Street SE and 2nd Street NE. The Civic Campus Master Plan shows these areas as future commercial development sites. The vacated right-of-way parcels will remain in the ownership of the City of Bondurant. The three acquisition Plats of Survey create the new proposed rights-of-way for the reconstructed Pleasant Street SE and 2nd Street NE as well as the right-of-way for the newly proposed Campus Drive SE. The map below shows the vacation Plats of Survey areas and the acquisition Plats of Survey areas.



These new rights-of-way align with the Civic Campus Master Plan as shown below.



The attached resolution sets a public hearing date for December 18, 2023 at 6:00 p.m.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Staff recommendation is to set the public hearing date for December 18, 2023.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-250
2. Vacation Plat of Survey 1
3. Vacation Plat of Survey 2
4. Vacation Plat of Survey 3

CITY OF BONDURANT
RESOLUTION NO. 231204-250

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE VACATION OF
PROPERTIES LOCATED IN THE CIVIC CAMPUS MASTER PLAN AREA

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA:

That the City Council of the City of Bondurant, Iowa, hereby proposes to vacate properties located in the Civic Campus Master Plan area, properties described as follows:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 867.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 80TH STREET AS SHOWN ON THE EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 399 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 43°25'07" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 377.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°41'31" EAST, 97.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID NE 80TH STREET AS SHOWN ON SAID EASEMENT FOR PUBLIC HIGHWAY; THENCE SOUTH 42°19'34" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 237.37 FEET; THENCE SOUTH 44°02'50" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 368.22 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 380.45 FEET AND WHOSE CHORD BEARS SOUTH 44°19'48" WEST, 372.91 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 00°06'23" WEST ALONG SAID WEST LINE, 134.05 FEET TO SAID WEST RIGHT-OF-WAY LINE OF NE 80TH STREET; THENCE NORTH 43°25'07" EAST ALONG SAID RIGHT-OF-WAY LINE, 881.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 83,543 SQUARE FEET (1.92 ACRES). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF PARCEL 2023-44 IN THE NORTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER, ALL IN SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE

OF SAID NORTHWEST QUARTER, 867.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 80TH STREET AS SHOWN ON THE EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 395 IN THE POLK COUNTY RECORDER'S OFFICE AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°47'36" EAST ALONG SAID NORTH LINE, 455.20 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 103.66 FEET AND WHOSE CHORD BEARS SOUTH 60°11'14" WEST, 103.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID NE 80TH STREET AS SHOWN ON SAID EASEMENT FOR PUBLIC HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 768.51 FEET, WHOSE ARC LENGTH IS 522.47 FEET AND WHOSE CHORD BEARS SOUTH 66°49'29" WEST, 512.47 FEET; THENCE NORTH 46°41'31" WEST, 98.32 FEET TO SAID WEST RIGHT-OF-WAY LINE OF NE 80TH STREET; THENCE NORTH 43°25'07" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 257.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 58,540 SQUARE FEET (1.34 ACRES). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29; THENCE SOUTH 89°47'36" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 867.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 65 AND THE POINT OF BEGINNING; THENCE NORTH 50°55'55" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 71.22 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE 78TH AVENUE (SECOND AVENUE NE); THENCE SOUTH 89°47'36" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 555.82 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, THOSE ARC LENGTH IS 162.74 FEET AND WHOSE CHORD BEARS SOUTH 74°03'50" WEST, 162.15 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29; THENCE NORTH 89°47'36" WEST ALONG SAID SOUTH LINE, 455.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 22,140 SQUARE FEET (0.51 ACRES).

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 22nd day of December 18, 2023 6:00 p.m. at the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa at which time the Council will hear public comments on the proposed change in rezoning of said property.

BE IT FINALLY RESOLVED THAT: The City Clerk is hereby directed to publish notice of said hearing, as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 4th day of December, 2023.

By: _____
Bob Pepper, Mayor Pro Tem

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				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on December 18, 2023 in the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa, to hear a request to vacate property located in the Civic Campus Master Plan area, on properties described as follows:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 867.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 80TH STREET AS SHOWN ON THE EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 399 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 43°25'07" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 377.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°41'31" EAST, 97.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID NE 80TH STREET AS SHOWN ON SAID EASEMENT FOR PUBLIC HIGHWAY; THENCE SOUTH 42°19'34" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 237.37 FEET; THENCE SOUTH 44°02'50" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 368.22 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 380.45 FEET AND WHOSE CHORD BEARS SOUTH 44°19'48" WEST, 372.91 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 00°06'23" WEST ALONG SAID WEST LINE, 134.05 FEET TO SAID WEST RIGHT-OF-WAY LINE OF NE 80TH STREET; THENCE NORTH 43°25'07" EAST ALONG SAID RIGHT-OF-WAY LINE, 881.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 83,543 SQUARE FEET (1.92 ACRES). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF PARCEL 2023-44 IN THE NORTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER, ALL IN SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 867.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 80TH STREET AS SHOWN ON THE EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 395 IN THE POLK COUNTY RECORDER'S OFFICE AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°47'36"

EAST ALONG SAID NORTH LINE, 455.20 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 103.66 FEET AND WHOSE CHORD BEARS SOUTH 60°11'14" WEST, 103.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID NE 80TH STREET AS SHOWN ON SAID EASEMENT FOR PUBLIC HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 768.51 FEET, WHOSE ARC LENGTH IS 522.47 FEET AND WHOSE CHORD BEARS SOUTH 66°49'29" WEST, 512.47 FEET; THENCE NORTH 46°41'31" WEST, 98.32 FEET TO SAID WEST RIGHT-OF-WAY LINE OF NE 80TH STREET; THENCE NORTH 43°25'07" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 257.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 58,540 SQUARE FEET (1.34 ACRES). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

AND

A PART OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29; THENCE SOUTH 89°47'36" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 867.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 65 AND THE POINT OF BEGINNING; THENCE NORTH 50°55'55" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 71.22 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE 78TH AVENUE (SECOND AVENUE NE); THENCE SOUTH 89°47'36" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 555.82 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, THOSE ARC LENGTH IS 162.74 FEET AND WHOSE CHORD BEARS SOUTH 74°03'50" WEST, 162.15 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29; THENCE NORTH 89°47'36" WEST ALONG SAID SOUTH LINE, 455.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 22,140 SQUARE FEET (0.51 ACRES).

All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK

P:\42892\42892--SURVEY\PLATS\42892 PS--9.dwg 6/8/2023 10:23 AM

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

VACATION PLAT

FOR VACATING A PORTION OF PUBLIC ROAD RIGHT-OF-WAY
IN THE NW 1/4 OF SECTION 32-80-22

LEGAL DESCRIPTION:

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

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 867.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 80th STREET AS SHOWN ON THE EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 399 IN THE POLK COUNTY RECORDER'S OFFICE; THENCE SOUTH 43°25'07" WEST, ALONG SAID WEST RIGHT-OF-WAY LINE, 377.92 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°41'31" EAST, 97.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID NE 80th STREET AS SHOWN ON SAID EASEMENT FOR PUBLIC HIGHWAY; THENCE SOUTH 42°19'34" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 237.37 FEET; THENCE SOUTH 44°02'50" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, 368.22 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 380.45 FEET AND WHOSE CHORD BEARS SOUTH 44°19'48" WEST, 372.91 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 32; THENCE NORTH 00°06'23" WEST ALONG SAID WEST LINE, 134.05 FEET TO SAID WEST RIGHT-OF-WAY LINE OF NE 80th STREET; THENCE NORTH 43°25'07" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 881.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 83,543 SQUARE FEET (1.92 ACRES). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

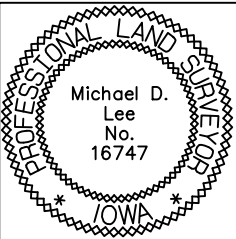
▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND PROPERTY MONUMENT (AS NOTED)
○	SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
×	PC/PT OF CURVE
(M)	MEASURED BEARING OR DIMENSION
(R)	RECORDED BEARING OR DIMENSION
-----	SECTION LINE
-----	PROPERTY LINE
- - - - -	ROAD CENTERLINE
	RIGHT-OF-WAY VACATION AREA = 83,543 SQ.FT. (1.92 ACRES)

SUPPORTING DOCUMENTS	BOOK	PAGE
EASEMENT FOR PUBLIC HWY	4725	399
WARRANTY DEED	4725	395
WARRANTY DEED	6539	463
WARRANTY DEED	5514	513
WARRANTY DEED	19056	122
WARRANTY DEED	19023	740
PLAT OF RETRACEMENT	13080	445
PLAT OF SURVEY	5566	450
PLAT OF SURVEY	8082	319

SURVEY NOTES

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

FIELD SURVEY COMPLETED: JANUARY 2023



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

PRELIMINARY

MICHAEL D. LEE, P.L.S. DATE
License Number: 16747
My license renewal date is DECEMBER 31, 2024
Pages or sheets covered by this seal: SHEETS 1, 2, AND 3

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	TJP
		CHECKED	MDL
		APPROVED	MDL
		DATE	06-01-23
		A.C.	

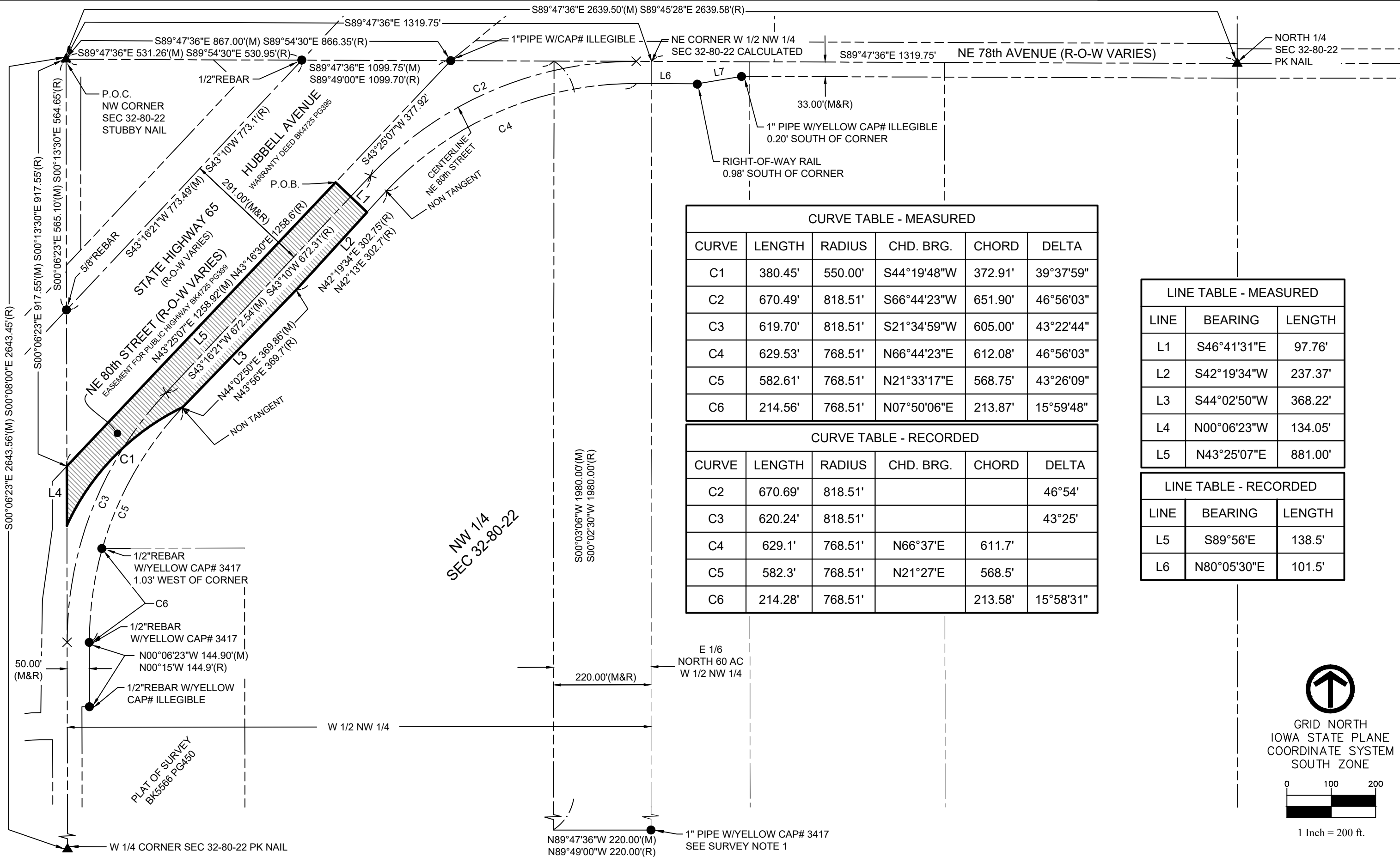


BONDURANT CERTIFIED SITE IMPROVEMENTS
3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

VACATION PLAT FOR VACATING A PORTION OF PUBLIC ROAD RIGHT-OF-WAY IN THE NW 1/4 OF SECTION 32-80-22
--

DWG. NO.
VAC-9 SHEET 1 OF 2
PROJECT 42892

P:\42892\42892-SURVEY\PLATS\42892 PS-9.dwg 6/8/2023 10:24 AM



CURVE TABLE - MEASURED					
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD	DELTA
C1	380.45'	550.00'	S44°19'48"W	372.91'	39°37'59"
C2	670.49'	818.51'	S66°44'23"W	651.90'	46°56'03"
C3	619.70'	818.51'	S21°34'59"W	605.00'	43°22'44"
C4	629.53'	768.51'	N66°44'23"E	612.08'	46°56'03"
C5	582.61'	768.51'	N21°33'17"E	568.75'	43°26'09"
C6	214.56'	768.51'	N07°50'06"E	213.87'	15°59'48"

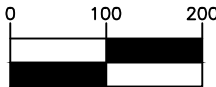
CURVE TABLE - RECORDED					
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD	DELTA
C2	670.69'	818.51'			46°54'
C3	620.24'	818.51'			43°25'
C4	629.1'	768.51'	N66°37'E	611.7'	
C5	582.3'	768.51'	N21°27'E	568.5'	
C6	214.28'	768.51'		213.58'	15°58'31"

LINE TABLE - MEASURED		
LINE	BEARING	LENGTH
L1	S46°41'31"E	97.76'
L2	S42°19'34"W	237.37'
L3	S44°02'50"W	368.22'
L4	N00°06'23"W	134.05'
L5	N43°25'07"E	881.00'

LINE TABLE - RECORDED		
LINE	BEARING	LENGTH
L5	S89°56'E	138.5'
L6	N80°05'30"E	101.5'



GRID NORTH
IOWA STATE PLANE
COORDINATE SYSTEM
SOUTH ZONE



1 Inch = 200 ft.

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	TJP
		CHECKED	MDL
		APPROVED	MDL
		DATE	06-01-23
		A.C.	



BONDURANT CERTIFIED SITE IMPROVEMENTS	
3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000	

VACATION PLAT FOR VACATING A PORTION OF PUBLIC ROAD RIGHT-OF-WAY IN THE NW 1/4 OF SECTION 32-80-22	
--	--

DWG. NO.	VAC-9
SHEET 2 OF 2	
PROJECT	42892

P:\42892\42892--SURVEY\PLATS\42892 PS--8.dwg 6/8/2023 10:20 AM

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

VACATION PLAT

FOR VACATING A PORTION OF PUBLIC ROAD RIGHT-OF-WAY
IN THE NW 1/4 OF SECTION 32-80-22

LEGAL DESCRIPTION:

A PART OF PARCEL 2023-44 IN THE NORTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER, ALL IN SECTION 32, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SECTION 32; THENCE SOUTH 89°47'36" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 867.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF NE 80th STREET AS SHOWN ON THE EASEMENT FOR PUBLIC HIGHWAY RECORDED IN BOOK 4725, PAGE 395 IN THE POLK COUNTY RECORDER'S OFFICE AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89°47'36" EAST ALONG SAID NORTH LINE, 455.20 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 103.66 FEET AND WHOSE CHORD BEARS SOUTH 60°11'14" WEST, 103.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID NE 80th STREET AS SHOWN ON SAID EASEMENT FOR PUBLIC HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 768.51 FEET, WHOSE ARC LENGTH IS 522.47 FEET AND WHOSE CHORD BEARS SOUTH 66°49'29" WEST, 512.47 FEET; THENCE NORTH 46°41'31" WEST, 98.32 FEET TO SAID WEST RIGHT-OF-WAY LINE OF NE 80th STREET; THENCE NORTH 43°25'07" EAST ALONG SAID WEST RIGHT-OF-WAY LINE, 257.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 58,540 SQUARE FEET (1.34 ACRES). THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

LEGEND

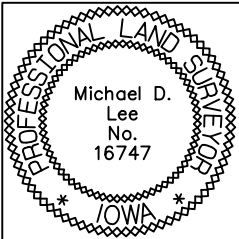
▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND PROPERTY MONUMENT (AS NOTED)
○	SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
×	PC/PT OF CURVE
(M)	MEASURED BEARING OR DIMENSION
(R)	RECORDED BEARING OR DIMENSION
-----	SECTION LINE
-----	PROPERTY LINE
- - - - -	ROAD CENTERLINE
	RIGHT-OF-WAY VACATION AREA = 58,540 SQ.FT. (1.34 ACRES)

SUPPORTING DOCUMENTS	BOOK	PAGE
EASEMENT FOR PUBLIC HWY	4725	399
WARRANTY DEED	4725	395
WARRANTY DEED	6539	463
WARRANTY DEED	5514	513
WARRANTY DEED	19056	122
WARRANTY DEED	19023	740
PLAT OF RETRACEMENT	13080	445
PLAT OF SURVEY	5566	450
PLAT OF SURVEY	8082	319

SURVEY NOTES

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

FIELD SURVEY COMPLETED: JANUARY 2023



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

PRELIMINARY

MICHAEL D. LEE, P.L.S. DATE

License Number: 16747

My license renewal date is DECEMBER 31, 2024

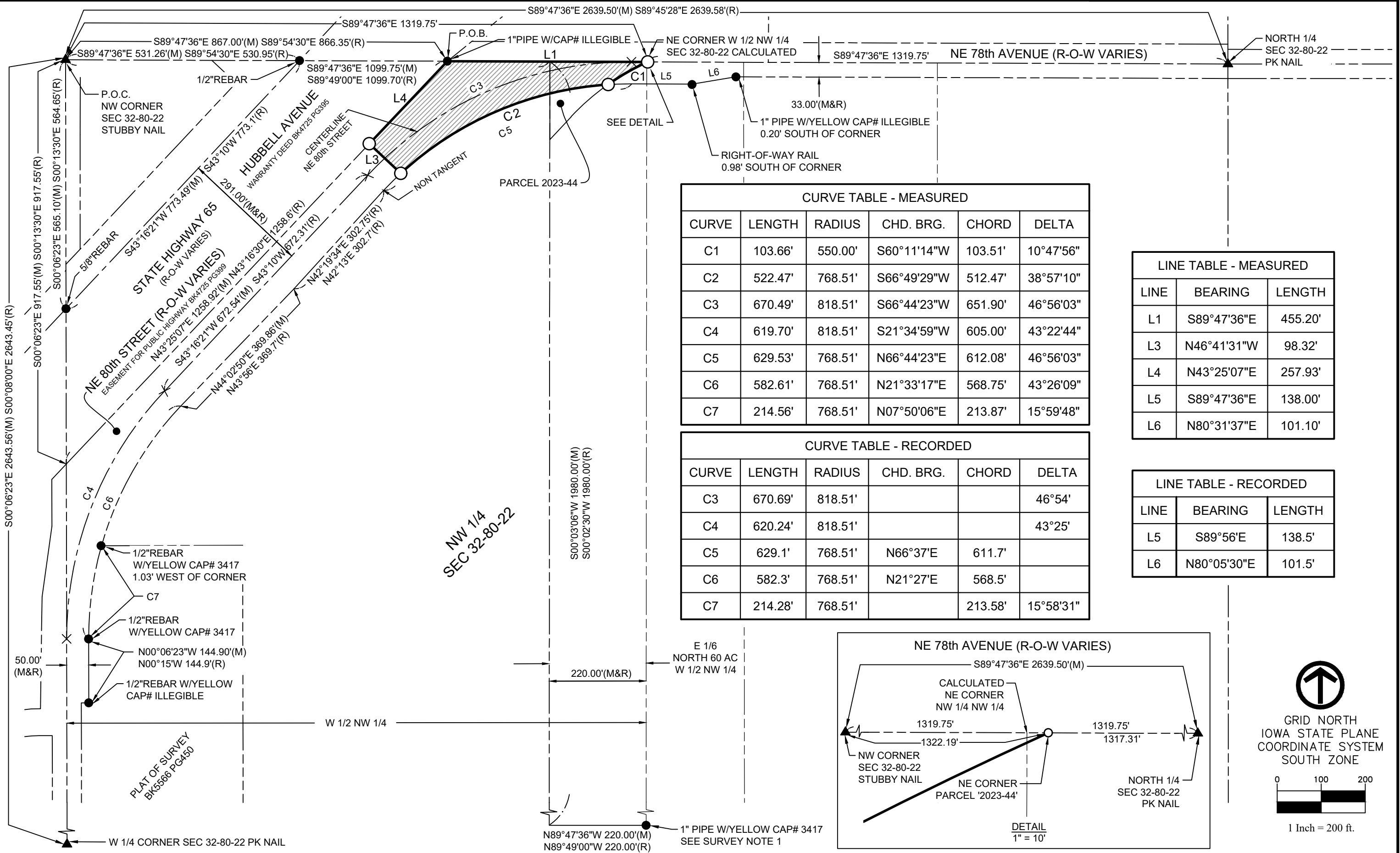
Pages or sheets covered by this seal: SHEETS 1, 2, AND 3

DATE	REVISIONS	SCALE	AS NOTED		BONDURANT CERTIFIED SITE IMPROVEMENTS	3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000	VACATION PLAT FOR VACATING A PORTION OF PUBLIC ROAD RIGHT-OF-WAY IN THE NW 1/4 OF SECTION 32-80-22	DWG. NO. VAC-8 SHEET 1 OF 2
		DRAWN	TJP					
		CHECKED	MDL					
		APPROVED	MDL					
		DATE	06-01-23					
		A.C.						

PROJECT 42892

Page 83 of 191

P:\42892\42892-SURVEY\PLATS\42892 PS-8.dwg 6/8/2023 10:21 AM



CURVE TABLE - MEASURED					
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD	DELTA
C1	103.66'	550.00'	S60°11'14"W	103.51'	10°47'56"
C2	522.47'	768.51'	S66°49'29"W	512.47'	38°57'10"
C3	670.49'	818.51'	S66°44'23"W	651.90'	46°56'03"
C4	619.70'	818.51'	S21°34'59"W	605.00'	43°22'44"
C5	629.53'	768.51'	N66°44'23"E	612.08'	46°56'03"
C6	582.61'	768.51'	N21°33'17"E	568.75'	43°26'09"
C7	214.56'	768.51'	N07°50'06"E	213.87'	15°59'48"

CURVE TABLE - RECORDED					
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD	DELTA
C3	670.69'	818.51'			46°54'
C4	620.24'	818.51'			43°25'
C5	629.1'	768.51'	N66°37'E	611.7'	
C6	582.3'	768.51'	N21°27'E	568.5'	
C7	214.28'	768.51'		213.58'	15°58'31"

LINE TABLE - MEASURED		
LINE	BEARING	LENGTH
L1	S89°47'36"E	455.20'
L3	N46°41'31"W	98.32'
L4	N43°25'07"E	257.93'
L5	S89°47'36"E	138.00'
L6	N80°31'37"E	101.10'

LINE TABLE - RECORDED		
LINE	BEARING	LENGTH
L5	S89°56'E	138.5'
L6	N80°05'30"E	101.5'

DATE	REVISIONS	SCALE	AS NOTED
		DRAWN	TJP
		CHECKED	MDL
		APPROVED	MDL
		DATE	06-01-23
		A.C.	



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

VACATION PLAT
FOR VACATING A PORTION OF PUBLIC ROAD RIGHT-OF-WAY
IN THE NW 1/4 OF SECTION 32-80-22

DWG. NO.
VAC-8
SHEET 2 OF 2
PROJECT 42892

Index Legend	
City:	Bondurant, Iowa
County:	Polk County
Parcel ID:	231/00021-008-000
Description:	Pt. SW 1/4 Sec 29-80-22
Proprietor:	James R. Weston and Sheryl J. Weston
Requestor:	City of Bondurant
Surveyor:	Michael D. Lee
Company:	Veenstra & Kimm, Inc.
Return to:	3000 Westown Parkway West Des Moines, IA 50266 (515) 225-8000

VACATION PLAT OF SURVEY

OF PUBLIC RIGHT-OF-WAY EASEMENT
IN THE SW 1/4 OF SECTION 29-80-22

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHD. BRG.	CHORD	DELTA
C1	162.74'	550.00'	S74°03'48"W	162.15'	016°57'12"

LEGAL DESCRIPTION:

A PART OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE FIFTH PRINCIPAL MERIDIAN, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 29; THENCE SOUTH 89°47'36" EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 867.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 65 AND THE POINT OF BEGINNING; THENCE NORTH 50°55'55" EAST ALONG SAID EAST RIGHT-OF-WAY LINE, 71.22 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NE 78th AVENUE (SECOND AVENUE NE); THENCE SOUTH 89°47'36" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE, 555.82 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE SOUTHEAST WHOSE RADIUS IS 550.00 FEET, WHOSE ARC LENGTH IS 162.74 FEET AND WHOSE CHORD BEARS SOUTH 74°03'50" WEST, 162.15 FEET TO SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 29; THENCE NORTH 89°47'36" WEST ALONG SAID SOUTH LINE, 455.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 22,140 SQUARE FEET (0.51 ACRES).

LEGEND

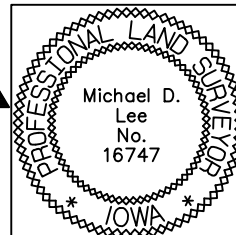
▲	FOUND SECTION CORNER MONUMENT
△	SET SECTION CORNER MONUMENT
●	FOUND PROPERTY MONUMENT (AS NOTED)
○	SET 5/8" REBAR W/YELLOW CAP#16747 (UNLESS NOTED)
(M)	MEASURED BEARING OR DIMENSION
(R)	RECORDED BEARING OR DIMENSION
---	SECTION LINE
----	PROPERTY LINE
▨	RIGHT-OF-WAY VACATION AREA = 22,140 SQ.FT. (0.51 ACRES)

FIELD SURVEY COMPLETED: JANUARY 2023

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

PRELIMINARY

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



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



BONDURANT CERTIFIED SITE IMPROVEMENTS

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

VACATION PLAT OF SURVEY
OF PUBLIC RIGHT-OF-WAY EASEMENT
IN THE SW 1/4 OF SECTION 29-80-22

DWG. NO.

VAC-7
SHEET 1 OF 1

PROJECT 42892



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

Item No. 6.g.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution approving pay request no. 8 to KLC Construction LLC. for the 15th Street, SE and NE 88th Street/32nd Street, SE and Jorie Way Water Main Project in the amount of \$220,265.70

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends the attached resolution to approve pay app #8 in the amount of \$220,265.70 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 work completed from November 11th thru November 25th, 2023. As a reminder, this is the water main project that will serve the new water tower once constructed.

FUNDING SOURCE: SRF Funding

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-251
2. Pay Request No. 8

CITY OF BONDURANT
RESOLUTION NO. 231204-251

RESOLUTION APPROVING PAY REQUEST NO. 8 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 \$200,265.70

WHEREAS the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project Pay Request No. 8 was submitted on November 27th, 2023; AND

WHEREAS, the pay request no. 8 is for work completed from November 11th thru November 25th, 2023 on the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main Project; AND

WHEREAS, City Staff and engineers from Veenstra & Kimm, Inc. 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. 8 to KLC Construction LLC. in the amount of \$220,265.70 hereby approved.

Passed this 4th day of December 2023,

By: _____
Bob Pepper, Mayor Pro Tem

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				
Peffer				
Driscoll				
McKenzie				
Sillanpaa				



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

November 27, 2023

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

BONDURANT, IOWA
15TH STREET SE & NE 88TH STREET WATER MAIN
32ND STREET SE & JORIE WAY WATER MAIN
PARTIAL PAYMENT ESTIMATE NO. 8

Enclosed is a copy of Partial Payment Estimate No. 8 for the 15th Street SE & NE 88th Street Water Main and 32nd Street SE & Jorie Way Water Main project under the contract between the City of Bondurant and KLC Construction, LLC. Partial Pay Estimate No. 8 is for the pay period ending November 25th and is in the amount of \$220,265.70.

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

VEENSTRA & KIMM, INC.

A blue ink signature of Callin Hornsby, written in a cursive style.

Callin Hornsby

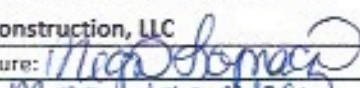
CRH
428109

cc: Megan Loynachan – KLC Construction (electronic)

MATERIALS STORED SUMMARY			
Description	Number of Units	Unit Price	Extended Cost
12" C900 Pipe	0	\$ 44.25	\$ -
12" C900 Certalok	0	\$ 59.05	\$ -
Hydrant	0	\$ 3,926.62	\$ -
12" Valve	0	\$ 3,016.66	\$ -
6" Valve	0	\$ 959.91	\$ -
Misc. Water Main Items	0.0	\$ 20,006.67	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
TOTAL MATERIALS STORED			\$ -

SUMMARY			
		Contract Price	Value Completed
Original Contract Price		\$1,995,059.00	\$ 1,463,642.85
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -	\$ -
Revised Contract Price		\$ 1,995,059.00	\$ 1,463,642.85
Materials Stored			\$ -
Value of Completed Work and Materials Stored			\$ 1,463,642.85
Less Retained Percentage (5%)			\$ 73,182.14
Net Amount Due This Estimate			\$ 1,390,460.71
Less Estimate(s) Previously Approved	No.1	\$ 237,508.32	
	No.2	\$ 52,527.10	
	No.3	\$ 57,887.93	
	No.4	\$ 129,750.79	
	No.5	\$ 272,325.07	
	No.6	\$ 211,010.20	
	No. 7	\$ 229,185.60	
	No. 8		
	No. 9		
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved			\$ 1,190,195.01
		Amount Due This Estimate	\$ 200,265.70

The amount \$ 200,265.70 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: 	Signature: 	Signature:
Name: Megan Lynach	Name: Callin Hornsby	Name:
Title: manager	Title: Project Manager	Title:
Date: 11-25-23	Date: 11/25/2023	Date:

CITY OF BONDURANT
RESOLUTION NO. 231204-252

RESOLUTION APPROVING APPOINTMENTS TO THE BRAVO BOARD FOR CY
2024

WHEREAS, BRAVO of Greater Des Moines requests the City of Bondurant to appoint an elected official, member of city council, mayor or community member to serve on its Board of Directors for calendar year 2024; AND

WHEREAS, the appointments must be a Primary Board Appointment and a Board Alternate Appointment; AND

WHEREAS, Chad Driscoll has agreed to appointment as Primary Board Representative and Tara Cox has agreed to appointment as Board Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the BRAVO Board are hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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				

CITY OF BONDURANT
RESOLUTION NO. 231204-253

RESOLUTION APPROVING APPOINTMENTS TO THE DES MOINES CONVENTION
AND VISITORS' BUREAU BOARD OF DIRECTORS

WHEREAS the City is a member of the Des Moines Convention and Visitors Bureau (CVB); AND

WHEREAS the Des Moines CVB markets the region as a visitor destination increasing economic growth; AND

WHEREAS City representation is requested on the Board of Directors; AND

WHEREAS Angela McKenzie and Chad Driscoll have offered to represent Bondurant at the quarterly CVB Board of Director meetings,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Angela McKenzie and Chad Driscoll are named as primary and alternate representatives respectively to the Des Moines CVB Board of Directors for the 2024 calendar year.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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				

CITY OF BONDURANT
RESOLUTION NO. 231204-254

RESOLUTION APPROVING CITY COUNCIL MEETING DATES FOR CALENDAR
YEAR 2024

WHEREAS the City Council meets on the first and third Monday of the month; AND

WHEREAS meetings fall on holidays throughout the CY 2024; AND

WHEREAS City Code states that Council meetings are moved to the next day when the meeting falls on a holiday; AND

WHEREAS the following are the changes to the CY 2024 City Council Meeting dates:

<u>Original Date</u>	<u>Reason</u>	<u>New Date</u>
Monday, January 1	Observation of New Year's Day	Tuesday, January 2
Monday, January 15	MLK Jr. Day	Tuesday, January 16
Monday, February 19	President's Day	Tuesday, February 20
Monday, September 2	Labor Day	Tuesday, September 3

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the above City Council Meeting dates, are hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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				

CY2023 City Council Meeting Dates

Tuesday, January 2
 Tuesday, January 16
 Monday, February 5
 Tuesday, February 20
 Monday, March 4
 Monday, March 18
 Monday, April 1
 Monday, April 15
 Monday, May 6
 Monday, May 13
 Monday, June 3
 Monday, June 17
 Monday, July 1
 Monday, July 15
 Monday, August 5
 Monday, August 19
 Tuesday, September 3
 Monday, September 16
 Monday, October 7
 Monday, October 21
 Monday, November 4
 Monday, November 18
 Monday, December 2
 Monday, December 16

CY2024 City Council Special Meeting Dates

Monday, January 29
 Monday, April 29
 Monday, July 29
 Monday, September 30

CY2024 Planning & Zoning Commission Meeting Dates

Thursday, January 11
Thursday, February 8
Thursday, March 14
Thursday, April 11
Thursday, May 9
Thursday, June 13
Thursday, July 11
Thursday, August 8
Thursday, September 12
Thursday, October 10
Thursday, November 14
Thursday, December 12

CY2024 Parks & Recreation Board Meeting Dates

Thursday, January 18
Thursday, February 15
Thursday, March 21
Thursday, April 18
Thursday, May 16
Thursday, June 20
Thursday, July 18
Thursday, August 15
Thursday, September 19
Thursday, October 17
Thursday, November 21
Thursday, December 19

CY2024 Board of Adjustment Meeting Dates

Tuesday, January 9
Tuesday, February 13
Tuesday, March 12
Tuesday, April 9
Tuesday, May 14
Tuesday, June 11
Tuesday, July 9
Tuesday, August 13
Tuesday, September 10
Tuesday, October 8
Tuesday, November 12
Tuesday, December 10

CITY OF BONDURANT
RESOLUTION NO. 231204-255

RESOLUTION SELECTING PERSONS TO SERVE AS COMMISSIONER AND
ALTERNATE FOR THE DES MOINES REGIONAL TRANSIT AUTHORITY (DART)
FOR CALENDAR YEAR 2024

WHEREAS pursuant to the Substituted and Restated 28E Agreement for the Des Moines Regional Transit Authority, the Mayor and City Council for the City of Bondurant, Iowa has selected Council Member Tara Cox, as the DART Commission Member representing the City of Bondurant, Iowa a participating community of DART; and has selected Marketa Oliver, as the Alternate for the Calendar Year 2024.

NOW, THEREFORE, BE IT RESOLVED by the City of Bondurant, Iowa that the appointment of the above-referenced representatives for the DART Commission is hereby approved.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.I.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution designating the Official Depositories for 2024

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The State of Iowa Code Sections 452 and 453 require cities to designate financial institutions that they plan to deposit money during the calendar year. Attached is a resolution that designates official depositories and maximum amounts that can be deposited in each institution.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-256

CITY OF BONDURANT
RESOLUTION NO. 231204-256

RESOLUTION DESIGNATING THE OFFICIAL DEPOSITORIES FOR 2024

WHEREAS the City of Bondurant is required to choose financial depositories for City of Bondurant funds in conformance with all applicable provisions of Iowa Code 452 and 453 (1983), as amended by 1984 Iowa Act, S.F. 2220; AND

WHEREAS the following list of financial institutions meets these criteria and are presented for consideration:

Depository Name	Location of Home Office	Maximum Balance in effect under prior resolution	Maximum Balance in effect under this resolution
Vision Bank (formerly Legacy Bank)	Altoona, IA	\$20,000,000.00	\$20,000,000.00
IPAIT	Des Moines, IA	\$35,000,000.00	\$40,000,000.00

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that these financial institutions are hereby designated official depositories for 2023; AND

BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Iowa, that the City Administrator and/or Finance Director are hereby authorized to deposit City of Bondurant funds in amounts not to exceed the maximum approved for each respective designated financial institution.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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				

CITY OF BONDURANT
RESOLUTION NO. 231204-257

RESOLUTION APPROVING APPOINTMENTS TO DES MOINES AREA MPO AND
DES MOINES AREA MPO'S TRANSPORTATION TECHNICAL COMMITTEE

WHEREAS the Des Moines Area Metropolitan Planning Organization (MPO) requests the City of Bondurant to appoint or reappoint its representatives to the DM Area MPO and MPO Transportation Technical Committee (TTC); AND

WHEREAS the City of Bondurant through the 28E Agreement, has one primary representative and one alternate representative on both the MPO and TTC; AND

WHEREAS Mayor Doug Elrod has agreed to appointment as MPO Primary Representative, and City Administrator Oliver will serve as the MPO Alternate Representative; AND

WHEREAS, Public Works Director John Horton has agreed to appointment as TTC Primary Representative and Planning & Community Development Director Maggie Murray has agreed to appointment as TTC Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the DM Area MPO and TTC for CY 2024, are hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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				

CITY OF BONDURANT
RESOLUTION NO. 231204-258

RESOLUTION APPROVING APPOINTMENTS TO THE POLK COUNTY JOINT E911
SERVICE BOARD FOR CALENDAR YEAR 2024

WHEREAS the Polk County E911 requests the City Council to appoint a representative and alternate to serve on the Service Board for calendar year 2024; AND

WHEREAS Chief Aaron Kreuder is appointed as the Primary Board Representative and City Administrator Marketa Oliver is appointed as the First Alternate Representative.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the E911 Service Board are hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.o.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution appointing a representative to Eastern Polk Innovation Collaborative (EPIC)

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Attached is a resolution appointing Tara Cox to be the City's representative to the East Polk Innovation Collaborative (EPIC) Board.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-259

CITY OF BONDURANT
RESOLUTION NO. 231204-259

RESOLUTION APPOINTING A REPRESENTATIVE TO EASTERN POLK
INNOVATION COLLABORATIVE (EPIC)

WHEREAS the Eastern Polk Innovation Collaborative (EPIC) requests the City of Bondurant to appoint or reappoint a representative to serve on the Board; AND,

WHEREAS the EPIC requests appointees to attend Board meetings; AND,

WHEREAS, City Council Member Tara Cox has agreed to represent the City of Bondurant through December 31, 2024, as the primary representative and Tiffany Luing, Economic Development Coordinator as the alternate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to EPIC, is hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.p.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution approving appointments to MWA Board for CY 2024

CONTACT PERSON:

Shelby Hagan, City Clerk

BRIEF HISTORY & ANALYSIS: The attached resolution approves the annual appointment.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-260

CITY OF BONDURANT
RESOLUTION NO. 231204-260

RESOLUTION APPROVING APPOINTMENTS TO THE MWA BOARD FOR CY 2024

WHEREAS, the Metro Waste Authority requests the City of Bondurant to appoint an elected official, member of city council or mayor to serve on its Board of Directors for calendar year 2024; AND

WHEREAS, the appointments must be a Primary Board Appointment and a Board Alternate Appointment; AND

WHEREAS, Bob Pepper has agreed to appointment as Primary Board Representative and Chad Driscoll has agreed to appointment as Board Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the MWA Board are hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.q.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution designating the Official Newspapers of Record for 2024

CONTACT PERSON:

Shelby Hagan, City Clerk
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The City Clerk is required to publish all ordinances, enactments, proceedings and official notices according to City Ordinance and State Law. A publication required by the Code of Ordinances or law must be in a newspaper published once weekly and having general circulation in the City. The City regularly designates which papers meet those requirements and which papers will be used for official publications. The attached resolutions indicates the *Herald-Index* and *Des Moines Register* meet the requirements of the City's Ordinance and will be used for official publications.

FUNDING SOURCE: Publications cross all funds.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-261

CITY OF BONDURANT
RESOLUTION NO. 231204-261

RESOLUTION DESIGNATING THE OFFICIAL NEWSPAPERS OF RECORD FOR
2024

WHEREAS the City Clerk is required to publish all ordinances, enactments, proceedings, and official notices according to City Ordinance; and

WHEREAS a publication required by the Code of Ordinances or law must be in a newspaper published once weekly and having general circulation in the City; AND

WHEREAS the *Herald-Index* and *Des Moines Register* meet the requirements of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that these newspapers are designated the Official Newspapers of Record for 2023.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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				

CITY OF BONDURANT
RESOLUTION NO. 231204-262

RESOLUTION APPOINTING A REPRESENTATIVE AND ALTERNATIVE
REPRESENTATIVE TO THE POLK COUNTY EMERGENCY MANAGEMENT
COMMISSION

WHEREAS, the County Board of Supervisors, City Councils and school district Boards of Education in each county shall cooperate with the Homeland Security and Emergency Management Division of the Department of Public Defense to establish a local emergency management commission (Commission) to carry out the provisions of Iowa Code Chapter 29C; AND

WHEREAS, the Commission shall be composed of a member of the Board of Supervisors or an appointed representative, the Sheriff or the Sheriff's representative, and the Mayor or the Mayor's representative from each city within the county and members shall be the operations liaison officers between their respective jurisdiction and the Commission; AND

WHEREAS, the Commission shall meet monthly to determine the mission of its agency and program and provide direction for the delivery of the emergency management services of planning, administration, coordination, training, and support for local governments and their departments and the Commission shall coordinate emergency services in the event of a disaster.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that Doug Elrod be appointed as the Polk County Emergency Management Commission Representative for calendar year 2024; AND

NOW THEREFORE, BE IT FURTHER RESOLVED, by the City Council of Bondurant, Polk County, Iowa, that Council Member Matt Sillanpaa, City Administrator Oliver, and Chief Aaron Kreuder be appointed as the Alternative Representatives for calendar year 2024; AND

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that the Representative or Alternative Representative attends the monthly Commission meetings on behalf of the City of Bondurant, Polk County, Iowa.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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				

CITY OF BONDURANT
RESOLUTION NO. 231204-263

RESOLUTION APPROVING APPOINTMENTS FOR CITY LEGAL AND
ENGINEERING SERVICES FOR CALENDAR YEAR 2024

WHEREAS the City of Bondurant requires legal advice in its everyday conducting of serving the residents of Bondurant; AND

WHEREAS the City of Bondurant requires engineering services for technical projects to improve the visibility and safety of the City of Bondurant; AND

WHEREAS the following recommended professional firms are presented for approval:

Name	Term (CY 2023)	Board/Position
Brick Gentry Law Firm	1-1-2024 – 12-31-2024	City Attorney
Veenstra & Kimm	1-1-2024 – 12-31-2024	City Engineer

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the above list of appointees is hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Bob Pfeffer, Mayor Pro Tem

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				
Pefffer				
Sillanpaa				

CITY OF BONDURANT
RESOLUTION NO. 231204-264

RESOLUTION APPROVING APPOINTMENTS TO WRA BOARD AND TECHNICAL
COMMITTEE FOR CY 2024

WHEREAS, the Des Moines Metropolitan Wastewater Reclamation Authority (WRA) requests the City Council to appoint a representative and alternate to serve on the Board for the calendar year; AND

WHEREAS, the Des Moines Metropolitan WRA requests appointees to the WRA Technical Committee; AND

WHEREAS, Council Member Chad Driscoll has agreed to appointment as Primary Board Representative and Mayor Doug Elrod has agreed to appointment as Alternate Representative and Public Works Director John Horton has agreed to reappointment as WRA Technical Committee Primary, and Water Superintendent Pat Collison has agreed to reappointment as the Alternate.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the WRA Board and Technical Committee are hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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				

CITY OF BONDURANT
RESOLUTION NO. 231204-265

RESOLUTION APPROVING APPOINTMENTS TO THE ICON BOARD FOR CY 2024

WHEREAS, the Iowa Confluence Water Trails requests the City of Bondurant to appoint an elected official, member of city council or mayor to serve on its Board of Directors for calendar year 2024; AND

WHEREAS, the appointments should be a Primary Board Appointment and a Board Alternate Appointment; AND

WHEREAS, Angela McKenzie has agreed to appointment as Primary Board Representative and Matt Sillanpaa has agreed to appointment as Board Alternate Representative,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointments to the ICON Board are hereby approved as presented.

Passed and adopted this 4th day of December 2023,

Bob Pepper, Mayor Pro Tem

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.v.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution approving job grades and wage scales for FY25 according to Compensation Philosophy and Policy

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: Attached is a resolution approving job grades and wage scales for FY25 pursuant to Compensation and Philosophy Policy that was adopted by the City Council on July 5, 2022. The City's policy recognizes that wage ranges are important because they help set expectations for entry level and give staff a path for future compensation potential. Additionally, salary/wage ranges and job grades are important to creating equity among positions. Pay ranges provide a framework for personnel to know their position in the organization and ensures that managers administer pay increases impartially. Ranges also provide a yardstick by which individual employees can measure past and future advancement. Considering job functions, maximum wage ranges from eight of the metro cities, population size, city valuation and city growth, the City Council adopted a Compensation and Philosophy Policy on July 5, 2022, including wage ranges to right size Bondurant with the metro. The City's policy also indicates that salary studies should be conducted every three years and in between studies, the policy indicates that ranges would be adjusted by the Midwest CPI as published in the Iowa League of Cities Annual Special Budget Report.

The Iowa League of Cities recently issues its annual report. The attached resolution approves the updated job grades and wage scales for FY25. Doing this now is helpful as the City moves into budgeted for the upcoming fiscal year.

It should also be noted that these are ranges for wages and individual employee salaries are established within this framework based on individual employee qualifications and performance.

FUNDING SOURCE: All operational funds

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-266
2. FY25 Salary Survey and Wages range

CITY OF BONDURANT
RESOLUTION NO. 231204-266

RESOLUTION APPROVING JOB GRADES AND WAGE SCALES FOR FY24
PURSUANT TO COMPENSATION PHILOSOPHY AND POLICY

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

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

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

WHEREAS, on July 5, 2022, the Mayor and City Council adopted the Compensation Philosophy and Policy, which states that, "Compensation rarely remains static. The rate of pay is constantly changing with external market and economic activity. Aging is the activity of increasing salary grades with the market without the cost of purchasing or soliciting new salary survey data each year. To do this, the City of Bondurant will use the Midwest CPI as published in the Iowa League of Cities Annual Special Budget Report. It measures changes in the cost of total compensation, which includes wages, salaries, and the employer's cost of employee benefits. Salary survey data should be gathered and reviewed every three years so that appropriate adjustments can be made to the organization's salary ranges." AND

WHEREAS the Iowa League of Cities has issued its Budget Special Report for Fiscal Years (FY) 2024-25 published in November 2023 in which it documents the Midwest Region CPI rose 3.2 percent; AND

WHEREAS City staff updated the attached wage scales with the CPI index and included ranges for proposed positions; AND

WHEREAS the Salary Ranges also denote which positions are eligible to receive a monthly mobile phone stipend.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the attached Job Grades (Job Family/Job Category/Job Title) and Salary Ranges for the Fiscal Year beginning July 1, 2024, and ending June 30, 2025, and for the pay period beginning June 17, 2024, and the phone stipends for various positions effective July 1, 2024, are hereby approved.

Passed this 4th day of December 2023,

By: _____
Bob Pepper, Mayor Pro Tem

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				

Salary Ranges

Fiscal Year

2024

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

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

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

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

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

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

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

Salary Ranges

Fiscal Year

2025

Ranges effective 6/17/2024; Phone Stipends effective July 1, 2022

	Min	Mid	Max
Position	A	B	C
Emergency Medical Technician	\$16.80	\$18.67	\$20.74
Crossing Guard Technician	\$16.80	\$18.67	\$20.74
Public Works Operations Technician - Seasonal	\$16.80	\$18.67	\$20.74
Public Works Utility Technician	\$19.00	\$22.80	\$25.33
Administrative Specialist - Front Desk	\$46,190	\$55,428	\$61,588
Administrative Specialist - Utility Billing	\$49,371	\$59,245	\$65,828
Public Works Operations Specialist**	\$52,269	\$62,722	\$69,692
Parks & Recreation Operations Specialist	\$52,269	\$62,722	\$69,692
Administrative Specialist - Operations & Training	\$51,607	\$61,927	\$68,809
Communication & Events Specialist	\$53,916	\$64,699	\$71,886
Fire/Advanced EMT Specialist	\$59,931	\$71,918	\$80,243
Administrative Specialist - EMT	\$59,931	\$71,918	\$79,909
Administrative Services Coordinator*	\$54,093	\$64,882	\$72,123
Communication & Events Coordinator *	\$58,424	\$70,108	\$77,898
Water/Wastewater Coordinator	\$69,720	\$83,664	\$92,960
Associate Planner	\$64,084	\$76,899	\$85,445
Assistant Fire Chief – Inspection Coordinator	\$68,881	\$82,658	\$91,842
Assistant Fire Chief – EMS Coordinator	\$88,546	\$106,255	\$118,061
Public Works Operations Coordinator*	\$68,988	\$82,786	\$91,984
Economic Development Coordinator*	\$68,988	\$82,786	\$91,984
City Clerk*	\$77,748	\$93,297	\$103,663
Parks & Recreation Director*	\$108,169	\$129,803	\$143,111
Community Development Director*	\$117,789	\$141,348	\$157,053
Finance & Employee Services Director*	\$120,295	\$144,354	\$160,394
Public Works Director*	\$120,295	\$144,354	\$160,394
Emergency Services Director	\$121,521	\$145,826	\$162,028

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

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

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

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

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



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

Item No. 6.w.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution approving documents for completion of the Library Expansion Project

CONTACT PERSON:

Marketa Oliver, City Administrator
Jill Sanders, Library Director

BRIEF HISTORY & ANALYSIS: The work performed under the Contracts has been reviewed by Story Construction and found, to their and the Architect's best knowledge, information and belief, to be Substantially Complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project is hereby established as July 19, 2021, which is also the date of commencement of applicable warranties required by the Contract Documents.

The documents were somewhat delayed in being transmitted to the City due to the untimely death of the project manager. The Library Board of Trustees approved these documents at their October 2023 Board meeting and the documents are now ready for the council to accept them.

FUNDING SOURCE: Bonds supported by the Local Option Sales and Services Tax

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-267
2. Bondurant Community Library Expansion AIA Substantial Completion FINAL

CITY OF BONDURANT
RESOLUTION NO. 231204-267

RESOLUTION APPROVING DOCUMENTS FOR COMPLETION OF THE LIBRARY
EXPANSION PROJECT

WHEREAS the City engaged Story Construction to oversee the construction of the Library Expansion Project; AND

WHEREAS the City Council previously approved final payments for this project; AND

WHEREAS the work performed under the Contracts has been reviewed by Story Construction as well as the project architect and the work is found to be complete; AND

WHEREAS the effective date of the project's substantial completion is July 19, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the attached documents as provided by Story Construction are hereby accepted.

Passed this 4th day of December 2023,

By: _____
Bob Pepper, Mayor Pro Tem

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				



September 11, 2023

Marketa Oliver
City Administrator
City of Bondurant
100 Lincoln St SE
Bondurant, IA 50035

Re: **Recommendation of Substantial Completion
Bondurant Community Library Expansion
Bondurant, IA**

Dear Marketa:

The work performed under the following Contracts has been reviewed and found, to our and the Architect's best knowledge, information and belief, to be Substantially Complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project is hereby established as **July 19, 2021**, which is also the date of commencement of applicable warranties required by the Contract Documents, unless noted as otherwise on the AIA G704CMA 1992 – Certificate of Substantial Completion. We therefore recommend that the City of Bondurant approve "Substantial Completion" of the following Bid Package Contracts at the next regularly scheduled Board of Directors Meeting:

	<u>Bid Package</u>	<u>Contractor</u>
03-1	Concrete Foundations & Slabs	Smart Concrete Solutions
04-1	Unit Masonry	Seedorff Masonry
06-1	General Carpentry, Building Demolition & Steel	RH Grabau Construction
07-3	Membrane Roofing & Steel Metal Flashing and Trim	For Sure Roofing & Sheet Metal
08-1	Entrance, Storefront, Curtainwall & Glazing	Mid-American Glazing Systems
09-1	Gypsum Board Assemblies, Acoustical Ceilings, Cold-Formed Metal Framing & Painting	Hilsabeck Schacht Inc.
09-5	Resilient Flooring, Carpet & Ceramic Tile	Ideal Floors, Inc.
21-1	Fire Suppression Systems	Summit Fire Protection
22-1	Plumbing & HVAC	Brockway Mechanical & Roofing Co.
26-1	Electrical, Communications, Electronic Safety & Security	Nelson Electric
31-1	Site Demolition, Earthwork, Utilities, Landscaping & Paving	Absolute Concrete Construction

2810 Wakefield Circle, Ames, IA 50010 | phone 515.232.4358 | fax 515.232.0599 | www.storycon.com

GENERAL CONTRACTING | DESIGN+BUILD | CONSTRUCTION MANAGEMENT

Recommendation of Substantial Completion

Bondurant Community Library Expansion

Bondurant, IA

Page 2

We are also attaching copies of the executed AIA G704/CMA – Certificate of Substantial Completion, AIA G706 – Contractor's Affidavit of Payment of Debts and Claims, and AIA G707 – Consent of Surety to Final Payment from each of the Bid Package Contractors as final record documentation.

Please contact us should you have any questions regarding any of this information.

Sincerely,

STORY CONSTRUCTION CO.



Brian Haessig
Operations Manager

Attachments: Bid Package AIA G704/CMA; G706; G707 documents



AIA® Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:
(Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:
(Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Concrete Foundations and
Slabs

CONTRACT DATE: October 6, 2020

TO CONTRACTOR:
(Name and address)

Smart Concrete Solutions
7405 University Ave, STE 3
Clive, Iowa 50325

OWNER: ☐
CONSTRUCTION MANAGER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐
DATE OF ISSUANCE: July 19, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
Date of Commencement

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

FEH Design

ARCHITECT

BY

08-05-2021

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

SMART CONCRETE
SOLUTIONS

CONTRACTOR

BY

8/6/21

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Bid Package No. - 03-1
Concrete Foundations and Slabs

CONTRACT DATED: October 6, 2020

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

TO OWNER: (Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

STATE OF: Iowa
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose
- Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: (Name and address)

Smart Concrete Solutions
7405 University Ave, STE 3
Clive, Iowa 50325

The following supporting documents should be attached hereto if required by the Owner:

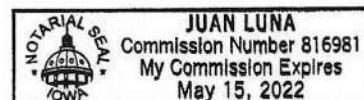
- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

BY: Joel Waltz
(Signature of authorized representative)

Joel Waltz, Estimator
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Juan Luna
My Commission Expires: 5/15/22



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Bondurant Community Library Expansion Bondurant, Iowa	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐
		ARCHITECT: ☐
	CONTRACT FOR: Bid Package No. - 03-1 Concrete Foundations and Slab	CONTRACTOR: ☐
		SURETY: ☐
TO OWNER: <i>(Name and address)</i> City of Bondurant 100 Lincoln Street SE Bondurant, Iowa 50035	CONTRACT DATED: October, 6 2020	OTHER: ☐

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

, SURETY,

on bond of
(Insert name and address of Contractor)

Smart Concrete Solutions
7405 University Ave, STE 3
Clive, Iowa 50325

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 9, 2021
(Insert in writing the month followed by the numeric date and year.)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431
(Surety)


(Signature of authorized representative)

Andrew P Andersen, Attorney-in-fact
(Printed name and title)

Attest:
(Seal):





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205774-969223**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew P Andersen, Kate R. Greenwald, Luke Siel

all of the city of Lincoln state of NE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 21st day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of August, 2021.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



AIA® Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:

(Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:

(Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Unit Masonry

CONTRACT DATE: October 6, 2020

TO CONTRACTOR:

(Name and address)

Seedorff Masonry, Inc.
12345 University Avenue, STE 100
Clive, Iowa 50325

OWNER: ☐

CONSTRUCTION MANAGER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

DATE OF ISSUANCE: July, 19 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July, 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty through 6-23-22

Date of Commencement 6-19-21

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

FEH DESIGN

ARCHITECT

BY

08-05-2021

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

SEEDORFF MASONRY, INC.

CONTRACTOR

BY

Robert A. Marsh

8-12-21

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA Document G704/CMa™ – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:05:19 ET on 07/22/2021 under Order No. 5647992287 which expires on 01/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADACB)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Bondurant Community Library
Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Bid Package No. - 04-1
Unit Masonry

CONTRACT DATED: October 6, 2020

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

STATE OF: Iowa

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: Outstanding Balance Due: SMI Invoice 200499 for \$13,909.40.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☒ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Seedorff Masonry, Inc.
12345 University Avenue, STE 100
Clive, Iowa 50035

BY:

(Signature of authorized representative)

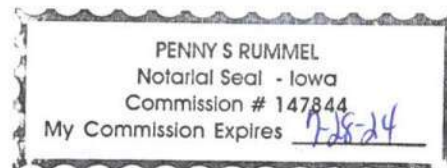
Robert A. Marsh - President

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public: Penny S. Rummel

My Commission Expires: 7-28-24



CONSENT OF SURETY
TO FINAL PAYMENT
AIA DOCUMENT G707

OWNER	✓
ARCHITECT	☐
CONTRACTOR	✓
SURETY	✓
OTHER	☐

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

TO OWNER:
(Name and address)

City of Bondurant
100 Lincoln St SE
Bondurant, IA 50035

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:
Bond #2308881

PROJECT:
(Name and address)

Bid Package No. 04-1 - Unit Masonry
Bondurant Community Library Expansion
104 2nd St NE, Bondurant, IA 50035

CONTRACT DATED:
October 6, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(Insert name and address of Surety)

North American Specialty Insurance Company
1200 Main Street, Suite 800
Kansas City, MO 64105

, SURETY,

on bond of

(Insert name and address of Contractor)

Seedorff Masonry, Inc.
12345 University Ave, Ste 100
Clive, IA 50325

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

City of Bondurant
100 Lincoln St SE
Bondurant, IA 50035

OWNER,

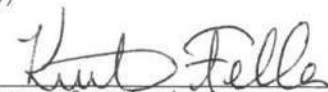
as set forth in said Surety's bond.

IN WITNESS WHEREOF, THE Surety has hereunto set its hand on this date: August 12, 2021
(Insert in writing the month followed by the numeric date and year.)

Attest:



North American Specialty Insurance Company
(Surety)


(Signature of authorized representative)

SEAL

Kurt Feller, Attorney-in-Fact
(Printed name and title)

© 1994 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE N.W., WASHINGTON D.C. 20006-5292.
AIA DOCUMENT G707 - CONSENT OF SURETY TO FINAL PAYMENT - 1994 EDITION - AIA® - WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution. This document was electronically produced with permission of the AIA and can be reproduced in accordance with your license without violation until the date of expiration as noted below. User Document: g707.aia -- 12/17/18. AIA License Number 1108062, which expires on 2/2/2004.

Electronic Format G707 - 1994

1

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make constitute and appoint:

ROBERT L. KOLLSMITH, SAMANTHA BODDICKER, TIMOTHY J. FOLEY, JASON D. SMITH, JAMES M. SMITH,

DAVID M. OWEN, BRAD BENGTON, LUKAS SCHRODER, AARON COLLINS, KURT FELLER and DORA B. STEVENS JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 16TH day of JUNE, 20 21.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 16TH day of JUNE, 20 21, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of August, 20 21.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

**AIA®****Document G704/CMa™ – 1992*****Certificate of Substantial Completion Construction Manager-Adviser Edition*****PROJECT:***(Name and address)*Bondurant Community Library
Expansion
Bondurant, Iowa**TO OWNER:***(Name and address)*City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035**PROJECT NUMBER:** 20409/**CONTRACT FOR:** General Carpentry,
Building Demolition & Steel**CONTRACT DATE:** October 6, 2020**TO CONTRACTOR:***(Name and address)*R.H. Grabau Construction, Inc.
871 P Avenue, PO Box 99
Boone, Iowa 50036**OWNER:** ☐**CONSTRUCTION MANAGER:** ☐**ARCHITECT:** ☐**CONTRACTOR:** ☐**FIELD:** ☐**OTHER:** ☐**DATE OF ISSUANCE:** July, 19 2021**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July, 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty**Date of Commencement**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

7/22/21

FEH DESIGN

ARCHITECT

BY

DATE

08-05-2021

The Contractor will complete or correct the Work on the list of items attached hereto within

days from the above date of Substantial Completion.

R.H. Grabau Construction, Inc.

CONTRACTOR

BY

DATE

11-22-21

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA®

Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Bondurant Community Library

Expansion

Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Bid Package No. - 06-1

General Carpentry, Building Demolition
& Steel

CONTRACT DATED: October 6, 2020

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

City of Bondurant

100 Lincoln Street SE

Bondurant, Iowa 50035

STATE OF: Iowa

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

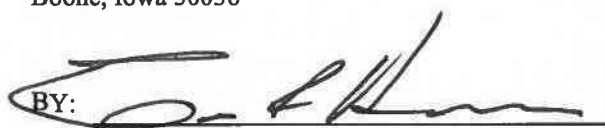
Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: *(Name and address)*

R.H. Grabau Construction, Inc.

871 P Avenue, PO Box 99

Boone, Iowa 50036

BY: 

(Signature of authorized representative)

ERIC R. GRABAU, OWNER

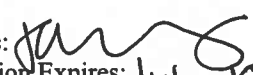
(Printed name and title)

The following supporting documents should be attached hereto if required by the Owner:

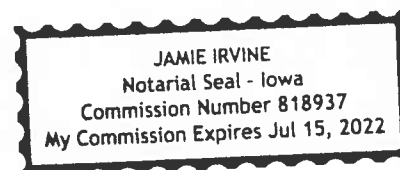
1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

November 22, 2021

Notary Public: 

My Commission Expires: July 15, 2022



AIA[®] Document G706[™] – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Bid Package No. - 06-1
General Carpentry, Building Demolition
& Steel

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

TO OWNER: (Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

CONTRACT DATED: October 6, 2020

STATE OF: Iowa
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

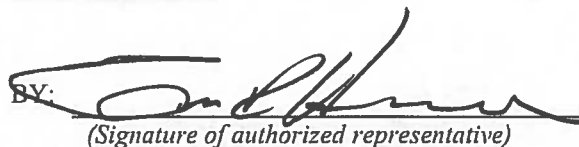
Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

R.H. Grabau Construction, Inc.
871 P Avenue, PO Box 99
Boone, Iowa 50036

BY: 
(Signature of authorized representative)

ERIC R. HAIKER OWNER
(Printed name and title)

Subscribed and sworn to before me on this date:

November 22, 2021

Notary Public: 
My Commission Expires: July 15, 2022

JAMIE IRVINE
Notarial Seal - Iowa
Commission Number 818937
My Commission Expires Jul 15, 2022



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
Bondurant Community Library Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

CONTRACT FOR: Bid Package No. - 06-1
General Carpentry, Building Demolition &
Steel

CONTRACT DATED: October, 6 2020

TO OWNER: *(Name and address)*
City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

North American Specialty Insurance Company
1200 Main Street, STE 800
Kansas City, MO 64105

, SURETY,

on bond of
(Insert name and address of Contractor)

R.H. Grabau Construction, Inc.
871 P Avenue, PO Box 99
Boone, Iowa 50036

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **November 23rd, 2021**
(Insert in writing the month followed by the numeric date and year.)

North American Specialty Insurance Company
1200 Main Street, STE 800
Kansas City, MO 64105

(Surety's)

(Signature of authorized representative)

Courtney Gordon, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal):

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

JOSEPH I. SCHMIT, JILL SHAFFER, JEFFREY R. BAKER, GREG T. LaMAIR, COURTNEY GORDON, JULIANA BARTLETT,
BRANDON HORBACH, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS and PAMELA K. MATTISON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By

Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 7th day of JUNE, 2021.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

ss:

On this 7th day of JUNE, 2021, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 23rd day of November, 20 21.

Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:
(Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:
(Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Membrane Roofing &
Steel Metal Flashing and Trim

CONTRACT DATE: October 6, 2020

TO CONTRACTOR:
(Name and address)

For Sure Roofing and Sheet Metal
5741 NE 22nd Street, STE 300
Des Moines, Iowa 50313

 OWNER: ☐

 CONSTRUCTION MANAGER: ☐

 ARCHITECT: ☐

 CONTRACTOR: ☐

 FIELD: ☐

 OTHER: ☐
DATE OF ISSUANCE: July 19, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
Date of Commencement

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

FEH DESIGN

ARCHITECT

BY

08-05-2021

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

 FOR SURE ROOFING AND
SHEET METAL

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Bondurant Community Library
Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Bid Package No. - 07-3
Membrane Roofing & Steel Metal
Flashing and Trim

CONTRACT DATED: October 6, 2020

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

STATE OF: Iowa

COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

For Sure Roofing and Sheet Metal
5741 NE 22nd Street, STE 300
Des Moines, Iowa 50313

BY:

(Signature of authorized representative)

Kate Cobine, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:

December 6, 2021

Notary Public:

My Commission Expires:

02/02/2023





AIA®

Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: (Name and address)
Bondurant Community Library Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

CONTRACT FOR: Bid Package No. - 07-3
Membrane Roofing & Steel Metal Flashing and
Trim

TO OWNER: (Name and address)
City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

CONTRACT DATED: October, 6 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

IMT Insurance Company
PO Box 1336
Des Moines, Iowa 50306-1336

, SURETY,

on bond of
(Insert name and address of Contractor)

For Sure Roofing and Sheet Metal
5741 NE 22nd Street, STE 300
Des Moines, Iowa 50313

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)



Attest:
(Seal):

Janah Serney
December 2, 2021

IMT Insurance Company
PO Box 1336
Des Moines, Iowa 50306-1336

(Surety)

David A. Smith
(Signature of authorized representative)

Attorney in Fact
(Printed name and title)



POWER OF ATTORNEY

No. A 0513

Notice: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

Know All Persons By These Presents, that IMT Insurance Company a corporation duly organized under the laws of the State of Iowa, and having its principal office in the City of West Des Moines, County of Dallas, State of Iowa, hath made, constituted and appointed, and does by these presents make, constitute and appoint

Joey Hinke, Patrick Kearney, Teresa Squier, Dave Blakely and Sarah Denney

of Wauke and State of Iowa its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Five Million and No/100 (\$5,000,000.00) Dollars

and to bind IMT Insurance Company thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of IMT Insurance Company, and all such acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of IMT Insurance Company on December 18, 1998.

ARTICLE VIII, SECTION 4. - The President or any Vice President or Secretary shall have the authority to appoint Attorneys In Fact and to authorize them to execute on behalf of the Company, and attach thereto the Corporate Seal, bonds, undertakings, recognizances, contracts of indemnity or other obligatory writings, excluding insurance policies and endorsements.

ARTICLE VIII, SECTION 5. - The signature of any authorized officer and the Corporate Seal may be affixed by facsimile to any Power of Attorney authorizing the execution and delivery of any of the instruments described in Article VIII, Section 4 of the By-Laws. Such facsimile signature and seal shall have the same force and effect as though manually affixed.

In Witness Whereof, IMT Insurance Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed, this 9th day of March, 2021.

IMT Insurance Company

Sean Kennedy, President

WARNING: THIS POWER IS INVALID IF NOT PRINTED WITH RED BORDER AND RED LOGO.

STATE OF IOWA }
COUNTY OF DALLAS } ss:

On this 9th day of March, 2021, before me appeared Sean Kennedy, to me personally known, who being by me duly sworn did say that he is President of the IMT Insurance Company, the corporation described in the foregoing instrument, and that the Seal affixed to the said instrument is the Corporate Seal of the said Corporation and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of West Des Moines, Iowa, the day and year first above written.



Tami M. Soda-Good
Notary Public, Dallas County, Iowa

CERTIFICATE

I, Brad Buchanan, Secretary of the IMT Insurance Company do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY, executed by said the IMT Insurance Company, which is still in force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the Seal of the Company on 2nd day of December, 2021.

Brad Buchanan
Brad Buchanan, Secretary



AIA® Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:

(Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:

(Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Entrance, Storefront,
Curtainwall & Glazing

CONTRACT DATE: October 6, 2020

TO CONTRACTOR:

(Name and address)

Mid-American Glazing Systems
2931 104th Street
Urbandale, Iowa 50322

OWNER: ☐

CONSTRUCTION MANAGER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

DATE OF ISSUANCE: July 19, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
Date of Commencement

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

FEH DESIGN

ARCHITECT

BY

09-11-2023

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

MID-AMERICAN GLAZING
SYSTEMS

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA Document G704/CMa™ – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:11:41 ET on 07/22/2021 under Order No.5647992287 which expires on 01/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADAC3)

**AIA****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)*

Bondurant Community Library

Expansion

Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:**CONTRACT FOR:** Bid Package No. - 08-1

Entrance, Storefront, Curtainwall &

Glazing

CONTRACT DATED: October 6, 2020OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐**TO OWNER:** *(Name and address)*

City of Bondurant

100 Lincoln Street SE

Bondurant, Iowa 50035

STATE OF: Iowa**COUNTY OF:** Scott

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment

☐

Yes

☒

No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Mid-American Glazing Systems

2931 104th Street

Urbandale, Iowa 50322

BY:


(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date: 3/25/22

Notary Public:

My Commission Expires:






AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No. S014916

PROJECT: *(Name and address)*
Bondurant Community Library Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACT FOR: Bid Package No. - 08-1
Entrance, Storefront, Curtainwall & Glazing

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*
City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

CONTRACT DATED: October, 6 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Employers Mutual Casualty Company
PO Box 712
Des Moines, Iowa 50306

, SURETY,

on bond of
(Insert name and address of Contractor)

Mid-American Glazing Systems
2931 104th Street
Urbandale, Iowa 50322

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **March 25, 2022**
(Insert in writing the month followed by the numeric date and year.)

Employers Mutual Casualty Company
PO Box 712
Des Moines, Iowa 50306

(Surety)

(Signature of authorized representative)

Dione R. Young, Attorney-in-Fact

(Printed name and title)

Attest:
(Seal): **Anne Growner**



P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

CRAIG E. HANSEN, BRIAN M. DEIMERLY, JAY D. FREIERMUTH, TIM MCCULLOH, CINDY BENNETT, ANNE CROWNER, STACY VENN, DIONE R. YOUNG, SHIRLEY S BARTENHAGEN

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

In an amount not exceeding Ten Million Dollars\$10,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

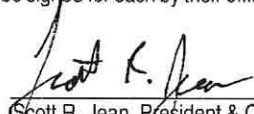
The authority hereby granted shall expire October 10th, 2022, unless sooner revoked.

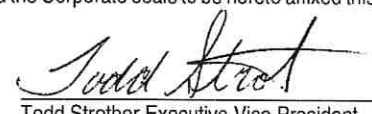
AUTHORITY FOR POWER OF ATTORNEY

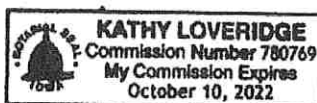
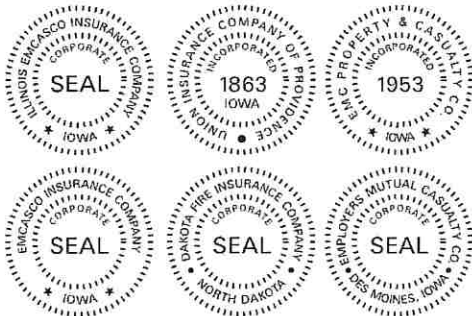
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 30th day of March, 2020.


Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6



On this 30th day of March, 2020 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

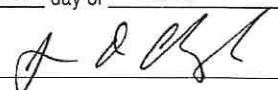
My Commission Expires October 10, 2022.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 30th day of March, 2020, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 25th day of March, 2022.


James D. Clough
Vice President



AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:

(Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:

(Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Gypsum Board
Assemblies, Acoustical Ceilings, Cold-
Formed Metal Framing & Painting

CONTRACT DATE: October 6, 2020

TO CONTRACTOR:

(Name and address)

Hilsabeck Schacht, Inc.
617 S. 19th Street
West Des Moines, Iowa 50265

OWNER: ☐

CONSTRUCTION MANAGER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

DATE OF ISSUANCE: July 19, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
Date of Commencement

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

FEH DESIGN

ARCHITECT

BY

08-05-2021

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within

days from the above date of Substantial Completion.

HILSABECK SCHACHT, INC.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

**AIA**[®]**Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)*

Bondurant Community Library

Expansion

Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:**CONTRACT FOR:** Bid Package No. - 09-1Gypsum Board Assemblies, Acoustical
Ceilings, Cold-Formed Metal Framing &
Painting**CONTRACT DATED:** October 6, 2020OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐**TO OWNER:** *(Name and address)*

City of Bondurant

100 Lincoln Street SE

Bondurant, Iowa 50035

STATE OF: Iowa**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment

☐

Yes

☒

No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

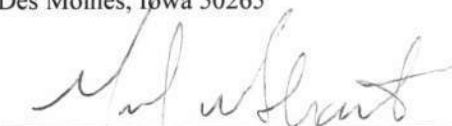
CONTRACTOR: *(Name and address)*

Hilsabeck Schacht, Inc.

617 S. 19th Street

West Des Moines, Iowa 50265

BY:


(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

 AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

Bond No. NIA3194

PROJECT: (Name and address)
Bondurant Community Library Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

CONTRACT FOR: Bid Package No. - 09-1
Gypsum Board Assemblies, Acoustical
Ceilings, Cold-Formed Metal Framing &
Painting

TO OWNER: (Name and address)
City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

CONTRACT DATED: October, 6 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants Natinal Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

on bond of
(Insert name and address of Contractor)

, SURETY,

Hilsabeck Schacht, Inc.
617 S. 19th Street
West Des Moines, Iowa 50265

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **January 10, 2022**
(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.
P.O. Box 14498
Des Moines, IA 50306

(Surety)



(Signature of authorized representative)

Stacie Christensen, Attorney-in-Fact

(Printed name and title)

Attest: 
(Seal): **Dione R. Young, Witness as to Surety**

AIA Document G707™ – 1994. Copyright © 1982 and 1994 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 16:46:47 ET on 06/21/2021 under Order No.5647992287 which expires on 01/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@ala.org.
User Notes:

(3B9ADA79)

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jaimie Kangas; Jay D Freiermuth; Jessica Jean Rini; Kathleen Brewer; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloch; Todd Bengford; Wendy A Lewis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

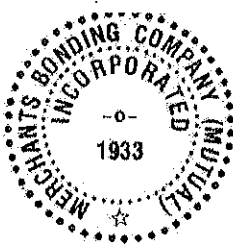
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this Instrument to be signed and sealed this 2nd day of August, 2021.

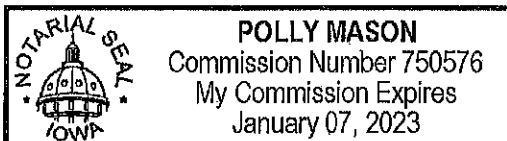


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of August, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

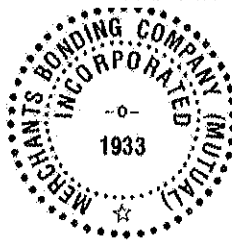


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of January, 2022.



William Warner Jr.
Secretary

AIA® Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:*(Name and address)*

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:*(Name and address)*

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/**CONTRACT FOR:** Resilient Flooring, Carpet
& Ceramic Tile**CONTRACT DATE:** October 6, 2020**TO CONTRACTOR:***(Name and address)*

Ideal Floors, Inc.
2216 George Flagg Parkway
Des Moines, Iowa 50321

OWNER: ☐CONSTRUCTION MANAGER: ☐ARCHITECT: ☐CONTRACTOR: ☐FIELD: ☐OTHER: ☐**DATE OF ISSUANCE:** July 19, 2021**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty**Date of Commencement**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

FEH DESIGN

ARCHITECT

BY

08-05-2021

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

IDEAL FLOORS, INC.

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



AIA[®] Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Bondurant Community Library Expansion Bondurant, Iowa	ARCHITECT'S PROJECT NUMBER:	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Bondurant 100 Lincoln Street SE Bondurant, Iowa 50035	CONTRACT FOR: Bid Package No. - 09-5 Resilient Flooring, Carpet & Ceramic Tile CONTRACT DATED: October 6, 2020	

STATE OF: Iowa
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

- Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

- Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
- Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
- Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Ideal Floors, Inc.
2216 George Flagg Parkway
Des Moines, Iowa 50321

BY:


(Signature of authorized representative)
Ellen Drunkheller Vice President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
Bondurant Community Library Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

CONTRACT FOR: Bid Package No. - 09-5
Resilient Flooring, Carpet & Ceramic Tile

CONTRACT DATED: October, 6 2020

TO OWNER: *(Name and address)*
City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

on bond of
(Insert name and address of Contractor)

Ideal Floors, Inc.
2216 George Flagg Parkway
Des Moines, Iowa 50321

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

as set forth in said Surety's bond.

, SURETY,

, CONTRACTOR,

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: August 8, 2021
(Insert in writing the month followed by the numeric date and year.)

The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

(Surety)



Attest:
(Seal):


(Signature of authorized representative)

Andrew P Andersen, Attorney-in-fact
(Printed name and title)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205774-969223**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, _____
Andrew P Andersen; Kate R. Greenwald; Luke Siel

all of the city of Lincoln state of NE each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of August, 2021.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



AIA® Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:

(Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:

(Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Fire Suppression Systems

CONTRACT DATE: October 6, 2020

TO CONTRACTOR:

(Name and address)

Summit Fire Protection
4353 NW Urbandale Drive
Urbandale, Iowa 50322

OWNER: ☐

CONSTRUCTION MANAGER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

DATE OF ISSUANCE: July 19, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
Date of Commencement

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

FEH Design

ARCHITECT

BY

08-05-2021

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

SUMMIT FIRE PROTECTION

CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

**AIA®****Document G706™ – 1994****Contractor's Affidavit of Payment of Debts and Claims****PROJECT:** *(Name and address)*

Bondurant Community Library

Expansion

Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:**CONTRACT FOR:** Bid Package No. - 21-1

Fire Suppression Systems

CONTRACT DATED: October 6, 2020OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐**TO OWNER:** *(Name and address)*

City of Bondurant

100 Lincoln Street SE

Bondurant, Iowa 50035

STATE OF: Iowa**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No**CONTRACTOR:** *(Name and address)*

Summit Fire Protection

4353 NW Urbandale Drive

Urbandale, Iowa 50322

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

BY:

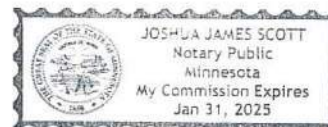
 (Signature of authorized representative)

Rich Schneckenberger, AR
 (Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires: 1/31/2025



**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☐
OTHER	☐

Bond No. SU51031

TO OWNER:

(Name and address)

City of Bondurant
100 Lincoln St. SE
Bondurant, IA 50035

PROJECT:

(Name and address)

Bondurant Community Library Expansion

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: October 6, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Aspen American Insurance Company
175 Capital Boulevard, Suite 300
Rocky Hill, CT 06067

, SURETY,

on bond of

(Insert name and address of Contractor)

Summit Fire Protection Co.
4353 NW Urbandale Dr
Urbandale, IA 50322

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to

(Insert name and address of Owner)

City of Bondurant
100 Lincoln St. SE
Bondurant, IA 50035

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: January 14, 2022
(Insert in writing the month followed by the numeric date and year.)



Attest:

(Seal):

Michele L. Grogan

Aspen American Insurance Company

(Surety)

By:

(Signature of authorized representative)

Kesha Greene

(Printed name and title)

Attorney-in-Fact



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

Surety Bond No. SU51031
Principal: Summit Fire Protection Co.
Obligee: City of Bondurant

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Kesha Greene** of **Hays Companies** its true and lawful Attorney-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.: **Michael Toppi**, Executive Vice President, **Scott Sadowsky**, Senior Vice President, **Mathew Raino**, Vice President, **Kevin Gillen**, Senior Vice President and **Ryan Field**, Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 24th day of June, 2016.

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen
Kevin Gillen, Senior Vice President

On this 24th day of June, 2016 before me personally came Kevin Gillen to me known, who being by me duly sworn, did depose and say; that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

Patricia C. Taber
Notary Public

My commission expires: May 31, 2021

Patricia C. Taber
Notary Public
State of Connecticut
My Commission Expires May 31, 2021



CERTIFICATE

I, the undersigned, Kevin Gillen of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 14th day of January, 2022

By:

Kevin Gillen

Name: Kevin Gillen, Senior Vice President

* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com



ACKNOWLEDGMENT BY SURETY

STATE OF Minnesota

County of Hennepin

} ss.

On this 14th day of January, 2022, before me personally
appeared Kesha Greene, known to, me to be the Attorney-in-Fact of
Aspen American Insurance Company

, the corporation

that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.



A handwritten signature in blue ink, consisting of a stylized, overlapping loop and line pattern.

Notary Public in the State of Minnesota
County of Hennepin



AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:

(Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:

(Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Plumbing & HVAC

CONTRACT DATE: October 6, 2020

TO CONTRACTOR:

(Name and address)

Brockway Mechanical & Roofing Co., Inc.
1101 Osborn Street
Burlington, Iowa 52601

OWNER: ☐

CONSTRUCTION MANAGER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

FIELD: ☐

OTHER: ☐

DATE OF ISSUANCE: July 19, 2021

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty
Date of Commencement

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

FEH DESIGN

ARCHITECT

BY

08-05-2021

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

BROCKWAY MECHANICAL
& ROOFING CO., INC.

CONTRACTOR

BY

08-10-2021

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA[®] Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Bondurant Community Library
Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Bid Package No. - 22-1
Plumbing & HVAC

CONTRACT DATED: October 6, 2020

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☐
SURETY: ☐
OTHER: ☐

TO OWNER: *(Name and address)*
City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

STATE OF: Iowa
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Brockway Mechanical & Roofing Co., Inc.
1101 Osborn Street
Burlington, Iowa 52601

BY:


(Signature of authorized representative)

RYAN M. BROCKWAY VICE PRESIDENT
(Printed name and title)

Subscribed and sworn to before me on this date: 8/10/21

Notary Public: 
My Commission Expires:



AIA[®] Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
Bondurant Community Library Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACT FOR: Bid Package No. - 22-1
Plumbing and HVAC

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: *(Name and address)*
City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

CONTRACT DATED: October, 6 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

The Cincinnati Insurance Co.
6200 S. Gilmore Raod
Fairfield, OH 45014

, SURETY,

on bond of
(Insert name and address of Contractor)

Brockway Mechancial & Roofing Co., Inc.
1101 Osborn Street
Burlington, Iowa 52601

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

The Cincinnati Insurance Co.
6200 S. Gilmore Raod
Fairfield, OH 45014

(Surety)



Attest:
(Seal):

Margaret Ertz

Ryan M. Brockway
(Signature of authorized representative)

RYAN M. BROCKWAY VICE PRESIDENT
(Printed name and title)

AIA Document G704/CMa™ – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:*(Name and address)*

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:*(Name and address)*

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Electrical,
Communications, Electronic Safety &
Security

CONTRACT DATE: October 6, 2020**TO CONTRACTOR:***(Name and address)*

Nelson Electric of Central Iowa, L.C.
239 S. Bell Avenue
Ames, Iowa 50010

OWNER: ☐CONSTRUCTION MANAGER: ☐ARCHITECT: ☐CONTRACTOR: ☐FIELD: ☐OTHER: ☐**DATE OF ISSUANCE:** July 19, 2021**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty**Date of Commencement**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.CONSTRUCTION MANAGER

BY

DATE

FEH DESIGNARCHITECT

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

NELSON ELECTRIC OF
CENTRAL IOWA, L.C.CONTRACTOR

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of BondurantOWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA Document G704/CMa™ – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:22:40 ET on 07/22/2021 under Order No. 5647992287 which expires on 01/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents' Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADAC4)



AIA Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: (Name and address)

Bondurant Community Library
Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: Bid Package No. - 26-1
Electrical, Communications, Electronic
Safety & Security

CONTRACT DATED: October 6, 2020

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

TO OWNER: (Name and address)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

STATE OF: Iowa
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: (Name and address)

Nelson Electric of Central Iowa, L.C.
239 S. Bell Avenue
Ames, Iowa 50010

BY:



(Signature of authorized representative)

MATT MASTERS PROJECT MANAGER
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: <i>(Name and address)</i> Bid Package No. 26-1 - Electrical, Communications, Electronic Safety & Security In connection with Bondurant Community Library Expansion, Bondurant, Iowa		ARCHITECT'S PROJECT NUMBER:	OWNER: ☒
		CONTRACT FOR: Construction	ARCHITECT: ☐
			CONTRACTOR: ☐
			SURETY: ☐
			OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Bondurant 200 2nd Street NE Bondurant, IA 50035		CONTRACT DATED: October 06, 2020	

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306-3498

on bond of

(Insert name and address of Contractor)

Nelson Electric of Central Iowa, L.C.
239 S. Bell Avenue
Ames, IA 50010

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety
of any of its obligations to

(Insert name and address of Owner)

City of Bondurant
200 2nd Street NE
Bondurant, IA 50035

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **December 23, 2021**

(Insert in writing the month followed by the numeric date and year.)

Merchants Bonding Company (Mutual)

(Surety)

Cindy Bennett
(Signature of authorized representative)

Cindy Bennett, Attorney-in-Fact

(Printed name and title)

Attest:

(Seal) *Marty Bennett*
Marty Bennett, Witness as to Surety

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Anne Crowner; Ashlea McCaughey; Ben Williams; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Greg Krier; Jaimie Kangas; Jay D Freiermuth; Jessica Jean Rini; Kathleen Brewer; Mark R DeWitt; Mark Sweigart; Michelle R Gruis; Sarah C Brown; Seth D Rooker; Stacie Christensen; Stacy Venn; Tim McCulloh; Todd Bengford; Wendy A Lewis

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of August, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of August, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of December, 2021.



William Warner Jr.
Secretary

AIA[®] Document G704/CMa[™] – 1992

Certificate of Substantial Completion Construction Manager-Adviser Edition

PROJECT:*(Name and address)*

Bondurant Community Library
Expansion
Bondurant, Iowa

TO OWNER:*(Name and address)*

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

PROJECT NUMBER: 20409/

CONTRACT FOR: Site Demolition,
Earthwork, Utilities, Landscaping &
Paving

CONTRACT DATE: October 6, 2020**TO CONTRACTOR:***(Name and address)*

Absolute Concrete Construction
505 1st Avenue N
Slater, Iowa 50244

OWNER: ☐**CONSTRUCTION MANAGER:** ☐**ARCHITECT:** ☐**CONTRACTOR:** ☐**FIELD:** ☐**OTHER:** ☐**DATE OF ISSUANCE:** July 19, 2021**PROJECT OR DESIGNATED PORTION SHALL INCLUDE:**

Bondurant Community Library Expansion

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as July 19, 2021 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty**Date of Commencement**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

STORY CONSTRUCTION CO.

CONSTRUCTION MANAGER

BY

DATE

12/27/21

FEH DESIGN

ARCHITECT

BY

02-02-2022

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

ABSOLUTE CONCRETE
CONSTRUCTION

CONTRACTOR

BY

DATE

12-28-21

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 12:00 AM (time) on 07/19/2021 (date).

City of Bondurant

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note--Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA Document G704/CMa[™] – 1992. Copyright © 1992 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 11:24:03 ET on 07/22/2021 under Order No.5647992287 which expires on 01/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes:

(3B9ADAC5)

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: <i>(Name and address)</i> Bondurant Community Library Expansion Bondurant, Iowa	ARCHITECT'S PROJECT NUMBER: CONTRACT FOR: Bid Package No. - 31-1 Site Demolition, Earthwork, Utilities, Landscaping & Paving CONTRACT DATED: October 6, 2020	OWNER: ☐ ARCHITECT: ☐ CONTRACTOR: ☐ SURETY: ☐ OTHER: ☐
TO OWNER: <i>(Name and address)</i> City of Bondurant 100 Lincoln Street SE Bondurant, Iowa 50035		

STATE OF: Iowa
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

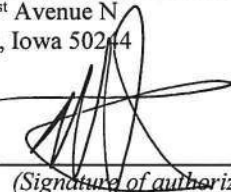
The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*

Absolute Concrete Construction
505 1st Avenue N
Slater, Iowa 50244

BY:


(Signature of authorized representative)

Matt Triggs, President
(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:
My Commission Expires:



AIA® Document G707™ – 1994

Consent Of Surety to Final Payment

PROJECT: *(Name and address)*
Bondurant Community Library Expansion
Bondurant, Iowa

ARCHITECT'S PROJECT NUMBER:

OWNER: ☐

ARCHITECT: ☐

CONTRACTOR: ☐

SURETY: ☐

OTHER: ☐

CONTRACT FOR: Bid Package No. - 31-1 Site
Demolition, Earthwork, Utilities, Landscaping
& Paving

CONTRACT DATED: October, 6 2020

TO OWNER: *(Name and address)*
City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Merchants National Bonding, Inc.
A Corporation
6700 Westown Parkway
West Des Moines, Iowa 50266

, SURETY,

on bond of
(Insert name and address of Contractor)

Absolute Concrete Construction
505 1st Avenue N
Slater, Iowa 50244

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall
not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

City of Bondurant
100 Lincoln Street SE
Bondurant, Iowa 50035

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 30, 2021
(Insert in writing the month followed by the numeric date and year.)

Merchants National Bonding, Inc.
A Corporation
6700 Westown Parkway
West Des Moines, Iowa 50266

(Surety)

Abigail R. Mohr

(Signature of authorized representative)

Attest:
(Seal):

Abigail R. Mohr, Attorney-in-Fact
(Printed name and title)

AIA Document G707™ – 1994. Copyright © 1982 and 1994 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:06:59 ET on 06/22/2021 under Order No.5647992287 which expires on 01/05/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA77)

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Abigail R Mohr; Kent M Rosenberg; Laura Peiffer; Mat DeGroote; Matthew R Fay; Michael L McCoy; Sandy VanOsten

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of April, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 23rd day of April, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Polly Mason
Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of December, 2021.



William Warner Jr.
Secretary



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

Item No. 6.x.
For Meeting of 12/4/2023
Resolution

TITLE: - Resolution approving Settlement Agreement and Release (Pleasant Grove)

CONTACT PERSON:

Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: The attached resolution approves a settlement agreement that will resolve the pending lawsuit the City has against Vista Real Estate and Investment Corporation and Bondurant Lots, LLC (collectively Vista) and Cooper Crawford and Associates (CCA). The City filed suit to recover costs incurred during flooding events in 2018 and subsequent action needed to prevent future flooding in the Pleasant Grove area. The lawsuit alleged, in part, that Vista and/or CCA caused certain damages to the City arising out of or related to the design and construction of the Pleasant Grove development project (the "Pleasant Grove Project"), including but not limited to property damage, unanticipated flooding, storm water run-off, revision to surrounding storm water systems, mitigation of flood damages, and other damages. The lawsuit asserted claims of professional negligence, negligent misrepresentation / fraudulent concealment, breach of warranty, breach of oral contract and breach of written contract arising out of or related to the Pleasant Grove Project.

The City, Vista, and CCA have agreed to resolve all claims arising from the Pleasant Grove Project and the attached agreement releases the City's claims against Vista and CCA for a sum of \$400,000.

The City Attorney has reviewed the settlement agreement.

FUNDING SOURCE: The funds will be used to repay the Pleasant Grove capital fund and for other legal purposes.

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-268
2. SETTLEMENT AGREEMENT AND RELEASE Pleasant Grove Vista Cooper Crawford

CITY OF BONDURANT
RESOLUTION NO. 20231204-268

RESOLUTION APPROVING SETTLEMENT AGREEMENT AND
RELEASE (PLEASANT GROVE)

WHEREAS in 2018, the City of Bondurant incurred costs related to actions taken to mitigate flooding arising from a miscalculation in the amount of land area contributing to stormwater drainage in the Pleasant Grove neighborhood; AND

WHEREAS the City subsequently also incurred capital costs to pursue projects to prevent future flooding in that area; AND

WHEREAS the City of Bondurant filed a lawsuit in District Court for Polk County, Iowa against Vista Real Estate and Development Corporation and Bondurant Lots, LLC (collectively Vista) and Cooper Crawford and Associates, LLC (CCA); AND

WHEREAS the lawsuit alleged in part, that Vista and/or CCA caused certain damages to the City arising out of or related to the design and construction of the Pleasant Grove development project (the "Pleasant Grove Project"), including but not limited to property damage, unanticipated flooding, storm water run-off, revision to surrounding storm water systems, mitigation of flood damages, and other damages; AND

WHEREAS the lawsuit asserted claims of professional negligence, negligent misrepresentation / fraudulent concealment, breach of warranty, breach of oral contract and breach of written contract arising out of or related to the Pleasant Grove Project.; AND

WHEREAS the parties wish to resolve the claims arising from the Pleasant Grove Project; AND

WHEREAS the attached agreement settles the City's claims for a total of \$400,000 (\$175,000 from Vista and \$225,000 from CCA); AND

WHEREAS the agreement releases liability in the matter; AND

WHEREAS the City Attorney has reviewed the settlement agreement and release.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the attached Settlement Agreement and Release is hereby approved.

Passed this 4th day of December,

By: _____
Bob Pepper, Mayor Pro Tem

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				

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is made effective as of the 20th day of November, 2023, (hereinafter “**Agreement**”) and is entered into by and between the City of Bondurant, Iowa (“**City**”), Vista Real Estate and Investment Corporation and Bondurant Lots, LLC, (collectively as “**Vista**”), and Cooper Crawford & Associates, LLC and Bradley Cooper (collectively as “**CCA**”). These parties hereinafter may individually be referred to as a “**Party**,” and collectively referred to as the “**Parties**”.

WHEREAS, City filed a lawsuit in the District Court for Polk County, Iowa against Vista and CCA, styled *City of Bondurant, Iowa v. Vista Real Estate and Investment Corporation, et al.*, case number LACL 153634 (the “**Lawsuit**”).

WHEREAS, the Lawsuit alleged, in part, that Vista and/or CCA caused certain damages to City arising out of or related to the design and construction of the Pleasant Grove development project (the “**Pleasant Grove Project**”), including but not limited to property damage, unanticipated flooding, storm water run-off, revision to surrounding storm water systems, mitigation of flood damages, and other damages. The Lawsuit asserted claims of professional negligence, negligent misrepresentation / fraudulent concealment, breach of warranty, breach of oral contract and breach of written contract arising out of or related to the Pleasant Grove Project.

WHEREAS, Vista and CCA denied the allegations of the Lawsuit, and continue to deny any liability or fault relating to any and all claims arising out of or related to the Pleasant Grove Project.

WHEREAS, the Parties have agreed to resolve their differences with respect to the claims arising out of or related to the Pleasant Grove Project and the Lawsuit as set forth more fully below by executing this Agreement in lieu of resolving the dispute in court.

WHEREAS, it is the desire of the Parties at this time to conciliate, compromise, and settle, finally and fully, the differences and disputes between them, including but not limited to, any and all obligations, covenants, duties, claims, damages, demands, attorneys’ fees, costs, expenses, and causes of action of any kind and description, whether held individually, jointly, or severally, which any of the Parties alleged, or could have alleged, in the Lawsuit, and/or which any of the Parties may have, or ever claim to have, relating to or arising out of the Pleasant Grove Project.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and obligations set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree to be legally bound as follows:

1. **INCORPORATION OF RECITALS:** The Recitals set forth above are incorporated herein and part of this Agreement.

2. **LEGAL REPRESENTATION:** Each of the Parties acknowledges that it is fully represented by legal counsel in connection with this matter. Each Party further acknowledges that it enters into this Agreement knowingly and voluntarily after having been fully advised by its attorneys of its rights in this matter and of the scope and effect of this Agreement.

3. NO ADMISSION OF LIABILITY: Each of the Parties denies any and all liability. This Agreement is not and shall not in any way be construed as an admission of any nature. The Parties have entered into this Agreement for the sole purpose of avoiding the burden, expense, and delay of further litigation.

4. CONSIDERATION/SETTLEMENT PAYMENTS: As part of the consideration for the terms and conditions contained in this Agreement, settlement payments shall be made to City in the amount and by the Party as set forth in the following schedule:

a. PAYMENT BY VISTA: \$175,000.

b. PAYMENT BY CCA: \$225,000.

(the "Settlement Payments"). The Settlement Payments will be remitted as set forth herein within thirty (30) days of full execution of this Agreement.

5. RELEASE OF LIABILITY BY CITY: City, on behalf of itself and any and all predecessors and successors in interest, past and present officers, directors, partners, boards, board members, committees, administration, employees, agents, representatives, and attorneys, insurers, sureties, affiliates, consultants, heirs, receivers, and assigns, hereby releases, covenants not to sue, acquits and forever discharges Vista and CCA and their respective predecessors and successors in interest, past and present officers, directors, partners, boards, board members, shareholders, principals, employees, agents, representatives and attorneys, insurers, sureties, affiliates, subsidiaries, divisions, related companies, parents, consultants, receivers, heirs, and assigns, from any and all liability, claims, damages or causes of action arising out of or related to any of their design, construction, work or services provided in connection with the Pleasant Grove Project and/or the claims in the Lawsuit, including but not limited to claims of professional negligence, negligent misrepresentation / fraudulent concealment, breach of warranty, breach of oral contract and breach of written contract. City warrants that it has not assigned, pledged, hypothecated, or otherwise transferred or divested itself of any claim or encumbered all or any part of any claim hereby released. For the avoidance of doubt this Agreement is intended by the Parties to be a general release, which releases any and all claims the City may have against Vista and CCA arising out of or in any way related to the Pleasant Grove Project and/or the claims in the Lawsuit.

6. RELEASE OF LIABILITY BY VISTA AND CCA: Vista and CCA, on behalf of themselves and any and all of their respective predecessors and successors in interest, past and present officers, directors, partners, boards, board members, shareholders, principals, employees, agents, representatives, and attorneys, insurers, sureties, affiliates, subsidiaries, divisions, related companies, parents, consultants, receivers, heirs, and assigns, hereby release, covenant not to sue, acquit and forever discharge each of the other Party's and their respective predecessors and successors in interest, past and present officers, directors, partners, boards, board members, shareholders, principals, employees, agents, representatives, and attorneys, insurers, sureties, affiliates, subsidiaries, divisions, related companies, parents, consultants, receivers, heirs, and assigns from any and any and all liability, claims, damages or causes of action for any of their design, construction, work or services provided in connection with the Pleasant Grove Project and/or any of their work or services provided that arise out of or in any way relate to the claims in the Lawsuit, including but not limited to indemnification, contribution, claims of professional

negligence, negligent misrepresentation / fraudulent concealment, breach of warranty, breach of oral contract and breach of written contract. Vista and CAA warrant that they have not assigned, pledged, hypothecated, or otherwise transferred or divested itself of any claim or encumbered all or any part of any claim hereby released. For the avoidance of doubt, this Agreement is intended by the Parties to be a general release, which releases any and all claims that Vista and CCA may have against each other arising out of or in any way related to the Pleasant Grove Project and/or the claims in the Lawsuit.

18. DISMISSAL WITH PREJUDICE OF PENDING LITIGATION: City shall file a dismissal with prejudice of the Lawsuit within 7 days of receiving the Settlement Payments.

19. COSTS AND ATTORNEYS' FEES: All Parties are responsible for their own respective attorneys' fees, court costs, other costs, expert fees and expenses, and other expenses.

20. RELIANCE: The Parties freely and voluntarily execute this Agreement solely in reliance upon their own knowledge, belief, and judgment, including advice by their respective attorneys, and not upon any representations made by any other Party or its attorneys. The Parties each acknowledge and certify that they have read the terms of this Agreement prior to entering into and executing this Agreement and have had a full and ample opportunity to consult with and obtain the advice of an attorney.

21. ENTIRE AGREEMENT: This Agreement executed by the Parties constitutes the entire agreement between the Parties pertaining to the subject matter herein, and it supersedes all negotiations and all prior or contemporaneous discussions and understandings of the Parties in connection with it.

22. SEVERABILITY: If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

23. CHOICE OF LAW: This Agreement shall be governed by and construed in all respects in accordance with the laws and regulations of the State of Iowa, without reference to choice of laws principles.

24. SUCCESSORS AND ASSIGNS: The terms of this Agreement are binding upon and inure to the benefit of the Parties hereto and each of their respective heirs, representatives, administrators, executors, successors and assigns.

25. BINDING AGREEMENT: Each of the Parties represents and warrants that it has the authority to enter into this Agreement, including to compromise, settle, and release claims herein.

26. AMENDMENTS: The terms, covenants, conditions, and provisions of this Agreement cannot be altered, changed, modified, added to or deleted from, except in a writing signed by each and all of the Parties hereto.

27. CONSTRUCTION AND INTERPRETATION: In resolving any ambiguity or uncertainty relating to this Agreement, the Parties agree that no consideration or weight shall be given to the identity of the Party drafting the document as the Parties have contributed substantially and materially to the preparation of this Agreement.

28. COPIES: A copy of this Agreement shall have the same legal effect as the original. Any signed copy delivered by electronic means, including by email or by facsimile, shall be considered to have the same binding legal effect as if it were the original inked version thereof.

29. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which when taken together shall constitute one single agreement between the Parties.

30. FURTHER ASSURANCES. The Parties shall take such action and execute all documents necessary to effectuate the purposes of this Agreement.

31. IOWA OPEN RECORDS. The Parties understand that City is subject to the Iowa Open Records Act and will comply with it to the extent required.

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement effective as of the date written above.

/// *Signature Pages to Follow* ///

Date

City of Bondurant, Iowa

By: _____

Its: _____

Date

Vista Real Estate and Investment Corporation

By: _____

Its: _____

Date

Bondurant Lots, LLC

By: _____

Its: _____

Date

Cooper Crawford & Associates, LLC

By: _____

Its: _____

Date

Bradley Cooper



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

Item No. 8.a.
For Meeting of 12/4/2023
Discussion Item

TITLE: - Discussion and possible consideration of a resolution regarding the Central Iowa Code Consortium Updated 28E

CONTACT PERSON:

Marketa Oliver, City Administrator
Aaron Kreuder, Fire Chief

BRIEF HISTORY & ANALYSIS: Establishing the Central Iowa Code Consortium (CICC) was an initiative created in response to the Capital Crossroads visioning plan, Governance Capital, creating regional governance opportunities and operational coordination among Central Iowa communities. The purpose of the CICC is to review, discuss and make recommendations regarding building and fire codes. Effective building and fire codes promote building safety, structural integrity and assure structures will maintain their value over time. CICC is also working to achieve more consistency in building and fire codes in communities across Central Iowa. Increasing consistency in these codes benefits community growth and economic development by reducing confusion caused by differing code requirements in Central Iowa communities.

In 2015, 15 metro communities and two Central Iowa counties signed a Memorandum of Understanding (MOU) to participate in the Central Iowa Code Consortium pledging their support to participate in the building and fire code review process. Through CICC code officials work with industry representatives to review and make recommendations regarding building and fire codes. This collaborative process promotes cooperation between government and industry and creates more uniform and consistent code requirements among Central Iowa communities.

The principal benefits of participating in the CICC are sharing resources and expertise when completing the code review process which results in efficient use of staff time, more consistent codes between communities, and creating a cooperative working relationship with the building industry.

CICC has successfully completed several code review cycles (2015, 2018, 2022). Samples of success include:

- More Central Iowa communities have adopted and are currently utilizing the most recent building and fire codes.
- Many participating Central Iowa communities have collaborated and adopted codes that are nearly alike which reduces confusion and conflicts for private industry.
- Contractors and design professionals are more engaged with the code development and adoption process.
- Past processes yielded local amendments (recommended by the CICC) that are now incorporated into the International Code Documents for the current cycle.

Attached is an updated Memorandum of Understanding (MOU) for communities to consider participation in CICC. The CICC Committee asks Central Iowa Communities to consider approving the MOU to enable us to continue the work of the CICC. Although a great deal has been accomplished over the past eight years there is much more that can be accomplished with the support and commitment of Central Iowa communities.

There is no financial commitment for Central Iowa communities to participate in CICC. In considering the updated MOU, the CICC Committee requests community support by allowing building and fire code officials to participate in the code review process. The more communities represented on CICC committees, the more consistent the codes across Central Iowa will be.

Both the Fire Chief and the City's Chief Building Official have reviewed the document and the changes.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Discussion and possible approval of a resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 231204-269
2. CICC MOU

CITY OF BONDURANT
RESOLUTION NO. 231204-269

RESOLUTION APPROVING THE UPDATED CENTRAL IOWA CODE
CONSORTIUM MEMORANDUM OF UNDERSTANDING

WHEREAS, in 2015, fifteen metro communities (including Bondurant) and two Central Iowa counties signed a Memorandum of Understanding to participate in the Central Iowa Code Consortium pledging their support to participate in the building and fire code review process; AND

WHEREAS, establishing the Central Iowa Code Consortium was an initiative created in response to the Capital Crossroads Visioning Plan; AND

WHEREAS, the purpose of the Central Iowa Code Consortium is to review, discuss, and make recommendations regarding building and fire codes; AND

WHEREAS, the Central Iowa Code Consortium works to achieve more consistency in building and fire codes in communities across Central Iowa; AND

WHEREAS, this collaborative process promotes cooperation between government and industry and creates more uniform and consistent codes between communities, creating a cooperative working relationship with the building industry; AND

WHEREAS, the Central Iowa Code Consortium is asking that participating communities/counties sign an updated Memorandum of Understanding; AND

WHEREAS, both the Building Department through Veenstra & Kimm and Bondurant Emergency Services are supportive of approving this updated Memorandum of Understanding; AND

WHEREAS, there is no financial commitment for Central Iowa communities to participate in the Central Iowa Code Consortium.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Central Iowa Code Consortium Memorandum of Understanding is hereby approved.

Passed this 4th day of December,

By: _____
Bob Pepper, Mayor Pro Tem

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				

MEMORANDUM OF UNDERSTANDING (MOU) FOR THE CENTRAL IOWA CODE CONSORTIUM (CICC)

Original Document: April 9, 2015

Updated: November 19, 2020

Updated: August 17, 2023

This Memorandum of Understanding for the Central Iowa Code Consortium (hereafter the "MOU") is made and entered into by and between the following Central Iowa Communities

****Final filed document will include names of all communities that have signed the MOU****

Cities and/or local governments that have approved and signed this document shall be collectively referred to as "Participating Communities."

This document, upon signature by seven or more communities, shall rescind and replace the document dated November 19, 2015.

Central Iowa Communities have realized through participation in the CICC the benefits of aligning code provisions among the communities. Aligning code provisions reduces confusion for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and consistency among communities will help the metro economy.

This MOU is a mutual agreement among Participating Communities for the purpose of creating and implementing the Central Iowa Code Consortium.

1. BACKGROUND

Capital Crossroads is a regional vision and action plan created to ensure the central Iowa region (defined as a fifty-mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process.

One of Capital Crossroads focus areas, called 'Capitals', is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus-based strategies to effectively serve our communities. The Central Iowa Code Consortium is an initiative supporting the mission of Capital Crossroads.

Beginning in the summer of 2012 representatives from many central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and effective service. A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. One of the focus areas for the pilot was the fire code and related code adoption processes.

In 2015 the Central Iowa Code Consortium was established and as of 2023 has successfully navigated three code review and adoption cycles. CICC has created a process where building and fire codes are reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to Participating Communities.

Since establishing the CICC, many Participating Communities have updated their building and fire codes, improved ISO (Insurance Services Office) ratings, and realized increased consistency across the metro. Aligning code provisions reduces perceived competitive disadvantages for development, promotes safety and responsible development, and reduces confusion during the design and construction process.

To avoid duplication with the State of Iowa, CICC focuses on the codes that are under local control (building and fire) and does not review codes under state jurisdiction (electric, energy, mechanical, and plumbing, property maintenance, swimming pool and spa, and fuel gas codes).

2. PURPOSE OF THE CENTRAL IOWA CODE CONSORTIUM (CICC)

All Participating Communities have a mutual interest and responsibility for code development, adoption, and enforcement to protect life, health, property, and the environment. The purpose of the consortium is to have a process whereby government and industry can work together to review, discuss, and recommend code provisions for consideration by the Participating

Communities. Participating Communities will have the final say on the code and code provisions that are adopted for their community.

The Code Consortium will provide the following benefits to Participating Communities:

- a.** Government and the private sector working together toward having a common voice in code development
- b.** Similar and consistent code provisions among Participating Communities
- c.** Assure key stakeholders are involved in the discussion regarding building and fire codes
- d.** Utilization of local subject matter experts representing the public and private sector in reviewing and recommending code provisions
- e.** More efficiency and consistency regarding code interpretation and enforcement among Participating Communities
- f.** More consistency and less confusion among businesses, developers, designers, architects and citizens that work in multiple jurisdictions

3. RESPONSIBILITIES UNDER THE MEMORANDUM OF UNDERSTANDING (MOU)

The Code Consortium shall consist of an Executive Committee and Code Committees. All Participating Communities should encourage staff to participate in code reviews and committee discussion whether or not they serve on a committee.

a. EXECUTIVE COMMITTEE

The Executive Committee may consist of:

- Four code/building officials
- Four fire officials
- Three representatives of local government administration (e.g. city/county manager/administrator, planning/community development director)

At the discretion of the Executive Committee, the number of representatives from each entity (code/building officials, fire officials, administration) may vary depending on the codes to be reviewed and/or the expertise of the individuals willing to serve on the committee. The purpose of the Executive Committee is to coordinate the effort to review, discuss, and make recommendations regarding all building and fire codes. The CICC will avoid making recommendations or changes to the administrative provisions of any codes. Permits, permit

process, fees, appeals, etc. will be left to each individual community to adopt and amend these provisions as they see fit.

In selecting individuals to serve on the Executive Committee, care should be taken to assure the representatives are subject matter experts regarding city codes; when possible, each member of the Executive Committee represents a different community; and communities of all sizes and geographic areas across central Iowa are represented. The process to select representatives for the Executive Committee:

- The Mid-Iowa Construction Code Council (MICCC) shall select their members to serve on the Executive Committee. Prior to selecting the representatives, an effort should be made by the Council to reach out to all building officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Polk County Fire Chiefs Association (PCFCA) shall select their members to serve on the Executive Committee. Prior to selecting the representatives, an effort should be made to reach out to all fire officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Managers Group shall select their members or planning/community development officials to serve on the Executive Committee. Prior to selecting the representatives, an effort should be made to reach out to all chief administrative officials and planning/community development officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

b. CODE COMMITTEES

Two existing professional organizations (Mid-Iowa Construction Code Council (MICCC) and the Polk County Fire Chiefs Association (PCFCA) will be designated as the Code Committees to review and make recommendations for each of the following codes:

- International Fire Code (IFC)
- International Building Code (IBC)/International Existing Building Code (IEBC)
- International Residential Code (IRC)
- Joint Fire/Building Committee - this committee will focus on provisions shared between the fire and building codes as determined by the Executive Committee.

The purpose of the Code Committees are to review, discuss and make recommendations to the Executive Committee regarding building and fire codes. Each entity will determine the most

efficient process in which to conduct a review of their respective codes and make recommendations to the CICC Executive Committee.

If there is any confusion on which Code Committee should review a code section, the Executive Committee is responsible for assigning which committee will review a specific code section.

Involving private industry in the discussion regarding building and fire code is an important part of the CICC process. At the direction of the Executive Committee, the Code Committees shall determine how to involve industry representatives in the code review.

The CICC Executive Committee may establish Review Committees to review and make recommendations to the State of Iowa on the following trade codes:

- National Electrical Code (NEC) published by the National Fire Protection Association
- International Energy Conservation Code (IECC) published by the International Code Council
- International Mechanical Code (IMC) published by the International Code Council
- Uniform Plumbing Code (UPC) published by the International Association of Plumbing and Mechanical Officials
- NFPA 54/58 published by the National Fire Protection Association

4. ADMINISTRATION

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations, and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

This MOU shall become effective upon the date that at least seven (7) Central Iowa Communities have executed the MOU and delivered an original or certified copy of the executed MOU to the records custodian. This MOU shall remain in effect until it is dissolved by the passage of a resolution by a majority of the Participating Communities supporting the dissolution of the Central Iowa Code Consortium.

- a. This MOU may be amended by written agreement between the Participating Communities.
- b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.

- c.** Any change that significantly alters the purpose, governance, structure, or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.
- d.** If a community desires to become a Participating Community, they must submit a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities.
- e.** A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the authorized representatives of the Participating Communities on dates identified on each attached individual page.

Signature Page

Organization Name: _____

Presiding Official

Date

Attest Signature

Date

Presiding Official
Printed Name

Attest Printed Name