

**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/81508259997>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL JANUARY 16, 2024

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on January 16, 2024, in the Bondurant City Center, 200 Second Street, Northeast, Bondurant, Polk County, Iowa. Said meeting is open and the public is encouraged to attend.

AGENDA

1. Roll Call
2. Call to Order and Declaring a Quorum
3. Abstentions declared
4. Perfecting and Approval of the Agenda
5. Guests requesting to address the City Council
6. Consent Agenda:

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

- a. Approval of January 2, 2024, City Council Meeting Minutes
- b. Claims List
- c. Receive & File - Mayor Pro Tem appointment of Angela McKenzie effective January 1, 2024
- d. Receive & File - 2023 Planning and Zoning Commission Annual Report
- e. Applications for City Council Approval
- f. Receive & File - Library Board Meeting Minutes of December 6, 2023 & Director's Report
- g. - Resolution reappointing Amber Flinn to the Bondurant Community Library Board
- h. - Resolution approving purchase of brush chipper for \$35,000
- i. - Resolution establishing an electric easement between the City of Bondurant and MidAmerican Energy Company for a 10'X10' area of land at 103 Main Street SE to accommodate work associated with the City Park overhead to underground electric line burial project
- j. - Resolution approving pay request no. 10R1 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 \$172,373.36

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/81508259997>*

- k. - Resolution accepting Offer of City Bridge Funding from the Iowa Department of Transportation
 - l. - Resolution of endorsement for the City of Bondurant's pre-application to the Iowa Economic Development Authority's Destination Iowa Program for funding to assist with implementation of the public improvements proposed as part of the Downtown Landus Redevelopment Master Plan
 - m. - Resolution approving contract with Group Creative Services in the amount of \$55,000 to facilitate installation of I/Thee's first art piece at the ARTocka Trail Loop, titled The Dining Room
 - n. O-240102-200 - (Second Reading) Ordinance approving a request for rezoning from the Agricultural (A-1) District to the Planned Unit Development (R-5) District in the Morgan Estates Plat 3 Preliminary Plat area
 - o. O-240102-201 - (Second Reading) Ordinance amending the 2019-approved Harvest Meadows Planned Unit Development related to Area 'D'
7. Action Items
- a. - Resolution of endorsement for the City of Bondurant's pre-application to the Iowa Economic Development Authority's Community Catalyst Grant Program to be used for remediation and rehabilitation of a building in the Downtown Area
8. Discussion Items -
- a. - Discussion and possible consideration of Ordinance amending Chapter 1.15 of the City Code of Ordinances to add an appeal section for fines and judgments
9. Reports / Comments and appropriate action thereon:
- a. Mayor
 - 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.

BONDURANT CITY COUNCIL

Minutes

January 2, 2024

Bondurant City Council

1. Roll Call

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

City Officials Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Public Works Director John Horton, Planning & Community Development Director Maggie Murray, Fire Chief Aaron Kreuder, Library Director Jill Sanders, Events & Communication Coordinator Nicole VanHouten

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

Council Member McKenzie will abstain on item #8b.

4. Perfecting and Approval of the Agenda

Motion by Driscoll, seconded by None, to approve the agenda. Vote on Motion 5-0. Motion carried.

5. Guests requesting to address the City Council

None.

9. Discussion Items -

a. Presentation of Annual Library Report

Jill Sanders, Library Director, presented the annual report for the Bondurant Community Library.

Mayor Elrod appointed Council Member McKenzie as Mayor Pro Tem.

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 December 18, 2023 City Council Meeting Minutes

b. Claims List

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

- c. Receive & File - Parks and Recreation Board Minutes July, August, September, October, and November 2023
- d. R-240102-1- Resolution Approving Price Adjustment for the Purchase of a New Snowplow Truck for FY25
- e. R-240102-3- Resolution appointing Ethan Pitt to the Planning & Zoning Commission
- f. R-240102-4- Resolution reappointing Andy Mains to the Planning & Zoning Commission
- g. R-240102-5- Resolution reappointing Greg Hanson to the Board of Adjustment
- h. R-240102-6- Resolution reappointing Jon Klein to the Board of Adjustment
- i. R-240102-7- Resolution authorizing the City of Bondurant to submit an application for funding from the Federal Surface Transportation Block Grant Program (STBG) to the Des Moines Metropolitan Planning Organization (MPO) for the partial funding of the construction of the Grant Street South realignment project and further approving the application which obligates the City of Bondurant to matching funds for the construction of said project
- j. R-240102-8- Resolution authorizing the City of Bondurant to submit an application for funding from the Federal Surface Transportation Block Grant Set-Aside Program (STBG) to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the construction of the trails associated with the Grant Street South realignment project and further approving the application which obligates the City of Bondurant to matching funds for the construction of said project
- k. R-240102-9- Resolution authorizing the City of Bondurant to submit a joint application with the City of Altoona for funding from the Federal Surface Transportation Block Grant Program (STBG) to the Des Moines Area Metropolitan Planning Organization (MPO) for the partial funding of the Construction of Eastern Polk County I-80 Interchange Planning Study and further approving the application which obligates the City of Bondurant to matching funds for said project

- I. R-240102-10- Resolution approving funding for Exemplar Care under the Targeted Business and Industry Program in an amount not to exceed \$123,600
- m. R-240102-15- Resolution approving the Hawthorne Crossing Plat 2 Final Plat
Council Member McKenzie noted she is abstaining from item #6l.

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

7. **Public Hearing**

- a. Public Hearing on property exchange in the Civic Campus Master Plan area
Mayor Elrod opened the public hearing at 06:11 PM.

City Administrator Oliver explained the property exchange.

Mayor Elrod closed the public hearing at 06:12 PM.
- b. Public Hearing to consider an amendment to the City's Future Land Use Map from the Open Space/Agricultural destination to the Medium Density Residential designation for a portion of Area D of the 2019-approved Harvest Meadows Planned Unit Development Plan
Mayor Elrod opened the public hearing at 06:12 PM.

Planning & Community Development Director Murray explained the project. Erin Ollendike, Civil Design Advantage, explained the development of the property.

Mayor Elrod closed the public hearing at 06:17 PM.
- c. Public Hearing regarding a request for rezoning from the Agricultural (A-1) District to the Planned Unit Development (R-5) District in the Morgan Estates Plat 3 Preliminary Plat
Mayor Elrod opened the public hearing at 06:17 PM.

Planning & Community Development Director Murray explained the project.

Mayor Elrod closed the public hearing at 06:21 PM.
- d. Public Hearing for a substantial modification to the 2019-approved Harvest Meadows Planned Unit Development related to Area D

Mayor Elrod opened the public hearing at 06:21 PM.

Planning & Community Development Director Murray explained the project.

Mayor Elrod closed the public hearing at 06:24 PM.

8. Action Items

- a. R-240102-11- Resolution approving the property exchange in the Civic Campus Master Plan area
Motion by Driscoll, seconded by McKenzie, to Approve R-240102-11. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- b. R-240102-12- Resolution approving the Future Land Use Amendment request from the Open Space/Agricultural designation to the Medium Density Residential designation for a portion of Area D of the 2019-approved Harvest Meadows Planned Unit Development Plan
Motion by Cox, seconded by Sillanpaa, to Approve R-240102-12. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 4-0.
- c. R-240102-13- Resolution approving the Bondurant Industrial Park Plat 2 Preliminary Plat
Motion by Driscoll, seconded by Pepper, to amend the motion to add a note to the preliminary plat regarding the deceleration lane on Highway 65 for this particular development. Vote on Motion 5-0. Motion carried.
Motion by Sillanpaa, seconded by Driscoll, to Approve R-240102-13. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- d. R-240102-14- Resolution adopting a "Little Libraries" Policy
Events & Communication Coordinator Van Houten explained the "Little Libraries" Policy.

Motion by Driscoll, seconded by McKenzie, to Approve R-240102-14. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- e. R-240102-2- Resolution selecting the I/Thee concept for installation at the ARTocka Trail Loop
Council Member Driscoll presented the concept and background of the selection of the I/Thee concept for ARTocka Trail Loop.

Motion by Driscoll, seconded by McKenzie, to Approve R-240102-2. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.

- f. O-240102-200 - (First Reading) Ordinance approving a request for rezoning from the Agricultural (A-1) District to the Planned Unit Development (R-5) District in the Morgan Estates Plat 3 Preliminary Plat area
Motion by Cox, seconded by McKenzie, to approve the first reading of O-240102-200. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
 - g. O-240102-201 - (First Reading) Ordinance amending the 2019-approved Harvest Meadows Planned Unit Development related to Area 'D'
Motion by Cox, seconded by Driscoll, to approve the first reading of O-240102-201. Roll Call: Ayes: Cox, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 4-0.
 - h. O-240102-202 - (First Reading) Ordinance update for clarity of the burial process in the Cemetery
Motion by Driscoll, seconded by McKenzie, to waive the first and second reading, and approve the third and final reading of O-240102-202. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
10. Reports / Comments and appropriate action thereon:
- a. Mayor
MPO update.
 - b. Council Members
McKenzie - None.
Sillanpaa - Questioned about an acceleration lane near Parkside on Highway 65.
Cox - Library Board meeting tomorrow, BDI update.
Driscoll - ARTocka meeting next week, WRA update.
Peffer - None.
 - c. Administrator
Legislators Unfiltered event this Thursday.
 - d. Directors
Horton - None.
Murray - None.
Kreuder - 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 Cox, to Move into Closed Session at 07:07 PM. Roll Call: Ayes: Cox, McKenzie, Pepper, Sillanpaa, Driscoll. Nays: None. Absent: None. Motion carried 5-0.
- Mayor Elrod closed the Closed Session at 08:15 PM.

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

12. Adjournment

Motion by Pepper, seconded by McKenzie, to adjourn at 08:15 PM. Vote on Motion 0-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on January 2, 2024, 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 1/16/2024
Motion

TITLE: Claims List

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Claims List



Check Register

Packet: APPKT00867 - REISSUE LOST CHECK FOR CENTRAL IOWA MECHANICAL

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
2510	CENTRAL IOWA MECHANICAL	01/02/2024	Regular	0.00	867.00	63083

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	867.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	867.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2024	867.00
			867.00



Check Register

Packet: APPKT00865 - 1/2/24 FOR MEETING ON 1/16/24

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank						
1303	MICHELE BAILEY	01/03/2024	Regular	0.00	500.00	63084
0073	BRICK GENTRY P.C.	01/03/2024	Regular	0.00	15,081.87	63085
2792	CALIBER CONCRETE, LLC	01/03/2024	Regular	0.00	525.00	63086
2504	CAPITAL ONE	01/03/2024	Regular	0.00	341.08	63087
1927	HARTER CONCRETE LLC	01/03/2024	Regular	0.00	11,350.00	63088
2754	HR GREEN, INC.	01/03/2024	Regular	0.00	1,068.10	63089
0230	IOWA ONE CALL	01/03/2024	Regular	0.00	231.50	63090
0223	IOWA DEPT OF NATURAL RESOURCE	01/03/2024	Regular	0.00	1,250.00	63091
0210	IMWCA	01/03/2024	Regular	0.00	10,613.00	63092
	Void	01/03/2024	Regular	0.00	0.00	63093
1340	KONICA MINOLTA	01/03/2024	Regular	0.00	564.38	63094
2676	TIFFANY LUIING	01/03/2024	Regular	0.00	156.00	63095
1234	OMNI-SITE.NET	01/03/2024	Regular	0.00	1,450.00	63096
0354	PFM FINANCIAL ADVISORS LLC	01/03/2024	Regular	0.00	47,434.23	63097
1504	SHIVE-HATTERY INC	01/03/2024	Regular	0.00	6,140.00	63098
0564	STOREY KENWORTHY/MATT PARRO	01/03/2024	Regular	0.00	1,404.32	63099
1534	STRATUS BUILDNG SOLUTIONS IOW	01/03/2024	Regular	0.00	475.00	63100
2503	SUN CHARGE SYSTEMS	01/03/2024	Regular	0.00	10,250.00	63101
2757	GOOGLE LLC	12/06/2023	Bank Draft	0.00	19.08	DFT0002795
0144	DES MOINES WATER WORKS	12/29/2023	Bank Draft	0.00	22.00	DFT0002796
0144	DES MOINES WATER WORKS	12/29/2023	Bank Draft	0.00	20,453.58	DFT0002797
0144	DES MOINES WATER WORKS	12/29/2023	Bank Draft	0.00	40,150.06	DFT0002798
2093	KLC CONSTRUCTION	12/27/2023	Bank Draft	0.00	191,301.50	DFT0002799
2538	IOWA LAND RECORDS	12/12/2023	Bank Draft	0.00	125.00	DFT0002800

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	22	17	0.00	108,834.48
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	6	6	0.00	252,071.22
EFT's	0	0	0.00	0.00
	28	24	0.00	360,905.70

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2023	252,071.22
999	POOLED CASH	1/2024	108,834.48
			360,905.70



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00868 - PYPKT00514 - 12/18-12/31/23 PAID ON 01/05/24

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		
INV0003568	Invoice	1/5/2024	1/5/2024	1/5/2024	1/5/2024	91.38	0.00	0.00	0.00	91.38		
CASE # 652464	AP Bank Code - AP Bank				No	Payment Date: 1/5/2024			Bank Draft:	DFT0002813		
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				41.14	45.02%						
001-050-2127	CHILD SUPPORT WITHHOLDING				4.57	5.00%						
600-050-2127	CHILD SUPPORT WITHHOLDING				18.28	20.00%						
610-050-2127	CHILD SUPPORT WITHHOLDING				18.28	20.00%						
741-050-2127	CHILD SUPPORT WITHHOLDING				9.11	9.97%						
Vendor: 2304 - EBS											Vendor Total:	24,578.37
INV0003556	Invoice	2/1/2024	2/1/2024	2/1/2024	2/1/2024	1,605.89	0.00	0.00	0.00	1,605.89		
DELTA DENTAL PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 2/1/2024			Bank Draft:	DFT0002801		
Items												
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total		
DELTA DENTAL PAYMENT	Service		0.00	0.00	1,605.89	0.00	0.00	0.00		1,605.89		
Distributions												
Account Number	Account Name		Project Account Key		Amount	Percent						
112-050-2125	DENTAL INSURANCE				1,605.89	100.00%						
Vendor: INV0003561											Vendor Total:	17,938.65
INV0003561	Invoice	2/1/2024	2/1/2024	2/1/2024	2/1/2024	17,938.65	0.00	0.00	0.00	17,938.65		
HEALTH INSURANCE WELLMARK	AP Bank Code - AP Bank				No	Payment Date: 2/1/2024			Bank Draft:	DFT0002806		
Items												
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total		
HEALTH INSURANCE WELLMARK	Service		0.00	0.00	17,938.65	0.00	0.00	0.00		17,938.65		
Distributions												
Account Number	Account Name		Project Account Key		Amount	Percent						
112-050-2124	HEALTH INSURANCE WITHHOLDING				17,938.65	100.00%						
Vendor: INV0003562											Vendor Total:	971.28
INV0003562	Invoice	2/1/2024	2/1/2024	2/1/2024	2/1/2024	971.28	0.00	0.00	0.00	971.28		
EBS ADMIN COST	AP Bank Code - AP Bank				No	Payment Date: 2/1/2024			Bank Draft:	DFT0002807		
Items												
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total		
EBS ADMIN COST	Service		0.00	0.00	971.28	0.00	0.00	0.00		971.28		
Distributions												
Account Number	Account Name		Project Account Key		Amount	Percent						
112-050-2124	HEALTH INSURANCE WITHHOLDING				971.28	100.00%						
Vendor: INV0003564											Vendor Total:	1,270.94
INV0003564	Invoice	2/1/2024	2/1/2024	2/1/2024	2/1/2024	1,270.94	0.00	0.00	0.00	1,270.94		
LIFE & DIS PRINCIPAL	AP Bank Code - AP Bank				No	Payment Date: 2/1/2024			Bank Draft:	DFT0002809		
Items												
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total		
LIFE & DIS PRINCIPAL	Service		0.00	0.00	1,270.94	0.00	0.00	0.00		1,270.94		
Distributions												
Account Number	Account Name		Project Account Key		Amount	Percent						
112-050-2124	HEALTH INSURANCE WITHHOLDING				1,270.94	100.00%						
Vendor: INV0003565											Vendor Total:	2,596.00
INV0003565	Invoice	2/1/2024	2/1/2024	2/1/2024	2/1/2024	2,596.00	0.00	0.00	0.00	2,596.00		
SELF FUNDED DEDUCTABLE INSURANCE	AP Bank Code - AP Bank				No	Payment Date: 2/1/2024			Bank Draft:	DFT0002810		

Payable Register

Packet: APPKT00868 - PYPKT00514 - 12/18-12/31/23 PAID ON 01/05/24

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code	On Hold								
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
SELF FUNDED DEDUCTABLE INSURANCE Distributions	Service	0.00	0.00	2,596.00	0.00	0.00	0.00	2,596.00		
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2124	HEALTH INSURANCE WITHHOLDING				2,596.00	100.00%				
INV0003566	Invoice	2/1/2024	2/1/2024	2/1/2024	2/1/2024	195.61	0.00	0.00	0.00	195.61
VISION AVISES	AP Bank Code - AP Bank				No	Payment Date: 2/1/2024		Bank Draft:		DFT0002811
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
VISION AVISES Distributions	Service	0.00	0.00	195.61	0.00	0.00	0.00	195.61		
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2132	VISION WITHHOLDING				195.61	100.00%				

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

Vendor Total: 112.41

INV0003571	Invoice	3/29/2024	3/29/2024	3/29/2024	3/29/2024	112.41	0.00	0.00	0.00	112.41
Unemployment Insurance	AP Bank Code - AP Bank			No	Payment Date: 3/29/2024		Bank Draft:		DFT0002816	
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
Unemployment Insurance Distributions		NA		0.00	0.00	112.41	0.00	0.00	0.00	112.41
Account Number		Account Name		Project Account Key		Amount	Percent			
112-050-2122		STATE WITHHOLDING				112.41	100.00%			

Vendor: [0239 - IPERS](#)

Vendor Total: 17,820.06

INV0003563	Invoice	1/19/2024	1/19/2024	1/19/2024	1/19/2024	609.01	0.00	0.00	0.00	609.01
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 1/19/2024		Bank Draft:		DFT0002808	
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%				
INV0003567	Invoice	1/19/2024	1/19/2024	1/19/2024	1/19/2024	17,211.05	0.00	0.00	0.00	17,211.05
Payroll Contribution	AP Bank Code - AP Bank			No	Payment Date: 1/19/2024		Bank Draft:		DFT0002812	
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	5,647.78	0.00	0.00	0.00	5,647.78	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				5,647.78	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Payroll Contribution Distributions	NA		0.00	0.00	11,563.27	0.00	0.00	0.00	11,563.27	
Account Number	Account Name		Project Account Key		Amount	Percent				
112-050-2123	IPERS WITHHOLDING				11,563.27	100.00%				

Vendor: [1512 - IRS USATAXPYMT](#)

Vendor Total: 26,600.46

INV0003570	Invoice	1/5/2024	1/5/2024	1/5/2024	1/5/2024	26,600.46	0.00	0.00	0.00	26,600.46
Federal Tax Withheld	AP Bank Code - AP Bank				No	Payment Date: 1/5/2024		Bank Draft:		DFT0002815

Payable Register

Packet: APPKT00868 - PYPKT00514 - 12/18-12/31/23 PAID ON 01/05/24

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	13,677.68	0.00	0.00	0.00	13,677.68	
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				13,677.68	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Medicare Withholding Distributions	NA		0.00	0.00	3,198.76	0.00	0.00	0.00	3,198.76	
Account Number	Account Name	Project Account Key			Amount	Percent				
112-050-2121	FICA/MEDICARE WITHHOLDING				3,198.76	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Federal Tax Withheld Distributions	NA		0.00	0.00	9,724.02	0.00	0.00	0.00	9,724.02	
Account Number	Account Name	Project Account Key			Amount	Percent				
741-050-2120	FEDERAL WITHHOLDING				276.54	2.84%				
670-050-2120	FEDERAL WITHHOLDING				15.04	0.15%				
610-050-2120	FEDERAL WITHHOLDING				714.70	7.35%				
110-050-2120	FEDERAL WITHHOLDING				773.19	7.95%				
600-050-2120	FEDERAL WITHHOLDING				779.87	8.02%				
001-050-2120	FEDERAL WITHHOLDING				7,164.68	73.68%				

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

Vendor Total: 2,570.79

INV0003557	Invoice	1/5/2024	1/5/2024	1/5/2024	1/5/2024	2,520.82	0.00	0.00	0.00	2,520.82
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 1/5/2024				Bank Draft: DFT0002802

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Payroll Deduction Distributions	NA	0.00	0.00	2,520.82	0.00	0.00	0.00	2,520.82
Account Number	Account Name	Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING			2,520.82	0%			

INV0003558	Invoice	1/5/2024	1/5/2024	2/6/2024	1/5/2024	49.97	0.00	0.00	0.00	49.97
FSA ADMIN FEE	AP Bank Code - AP Bank				No	Payment Date: 2/6/2024				Bank Draft: DFT0002803

Items								
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX SPENDING ADMINISTRATION FEE	Service	0.00	0.00	49.97	0.00	0.00	0.00	49.97
Distributions								
Account Number	Account Name	Project Account Key		Amount	Percent			
820-050-2131	SELF-FUNDED WITHHOLDING			49.97	0%			

Vendor: [1274 - MISSION SQUARE](#)

Vendor Total: 2,213.41

INV0003559	Invoice	1/19/2024	1/19/2024	1/19/2024	1/19/2024	1,825.00	0.00	0.00	0.00	1,825.00
Payroll Deduction	AP Bank Code - AP Bank				No	Payment Date: 1/19/2024				Bank Draft: DFT0002804

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%			

INV0003560	Invoice	1/19/2024	1/19/2024	1/19/2024	1/19/2024	388.41	0.00	0.00	0.00	388.41
DEFFERED COMPENSATION	AP Bank Code - AP Bank				No	Payment Date: 1/19/2024				Bank Draft: DFT0002805

Payable Register

Packet: APPKT00868 - PYPKT00514 - 12/18-12/31/23 PAID ON 01/05/24

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: 4,077.51

INV0003569	Invoice	1/19/2024	1/19/2024	1/19/2024	1/19/2024	4,077.51	0.00	0.00	0.00	4,077.51
State Tax Withholding	AP Bank Code - AP Bank	No			Payment Date: 1/19/2024	Bank Draft:		DFT0002814		

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
State Tax Withholding Distributions	NA	0.00	0.00	4,077.51	0.00	0.00	0.00	4,077.51
Account Number	Account Name	Project Account Key			Amount	Percent		
610-050-2122	STATE WITHHOLDING				313.84	7.70%		
600-050-2122	STATE WITHHOLDING				343.19	8.42%		
741-050-2122	STATE WITHHOLDING				131.95	3.24%		
670-050-2122	STATE WITHHOLDING				13.75	0.34%		
110-050-2122	STATE WITHHOLDING				346.32	8.49%		
001-050-2122	STATE WITHHOLDING				2,928.46	71.82%		

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	16	78,064.39	0.00	0.00	0.00	78,064.39	78,064.39	0.00
Grand Total:		78,064.39	0.00	0.00	0.00	78,064.39	78,064.39	0.00

Account Summary

Account	Name	Amount
001-050-2120	FEDERAL WITHHOLDING	7,164.68
001-050-2122	STATE WITHHOLDING	2,928.46
001-050-2127	CHILD SUPPORT WITHHOLDING	4.57
001-050-2130	ICMA-RC	2,213.41
Total:		12,311.12

Account	Name	Amount
110-050-2120	FEDERAL WITHHOLDING	773.19
110-050-2122	STATE WITHHOLDING	346.32
110-050-2127	CHILD SUPPORT WITHHOLDING	41.14
Total:		1,160.65

Account	Name	Amount
112-050-2121	FICA/MEDICARE WITHHOLDING	16,876.44
112-050-2122	STATE WITHHOLDING	112.41
112-050-2123	IPERS WITHHOLDING	17,820.06
112-050-2124	HEALTH INSURANCE WITHHOLDING	22,776.87
112-050-2125	DENTAL INSURANCE	1,605.89
112-050-2132	VISION WITHHOLDING	195.61
Total:		59,387.28

Account	Name	Amount
600-050-2120	FEDERAL WITHHOLDING	779.87
600-050-2122	STATE WITHHOLDING	343.19
600-050-2127	CHILD SUPPORT WITHHOLDING	18.28
Total:		1,141.34

Account	Name	Amount
610-050-2120	FEDERAL WITHHOLDING	714.70
610-050-2122	STATE WITHHOLDING	313.84
610-050-2127	CHILD SUPPORT WITHHOLDING	18.28
Total:		1,046.82

Account	Name	Amount
670-050-2120	FEDERAL WITHHOLDING	15.04
670-050-2122	STATE WITHHOLDING	13.75
Total:		28.79

Account	Name	Amount
741-050-2120	FEDERAL WITHHOLDING	276.54
741-050-2122	STATE WITHHOLDING	131.95
741-050-2127	CHILD SUPPORT WITHHOLDING	9.11
Total:		417.60

Account	Name	Amount
820-050-2131	SELF-FUNDED WITHHOLDING	2,570.79
Total:		2,570.79



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00870 - 12/1/23 CREDIT CARD PAYMENT

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 1069 - FIRST NATIONAL BANK OMAHA							Vendor Total:		1,183.23	
INV0003572	Invoice	12/1/2023	12/1/2023	12/1/2023	12/1/2023	1,183.23	0.00	0.00	0.00	1,183.23
CH CREDIT CARD	AP Bank Code - AP Bank				No	Payment Date: 12/1/2023	Bank Draft:		DFT0002817	

Payable Address: PO BOX 2818
OMAHA, Nebraska 68103-2818

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CH CREDIT CARD RING	Service	0.00	0.00	656.29	0.00	0.00	0.00	656.29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-150-6373	TELECOMMUNICATION EXPENSE		100.79	15.36%
001-160-6373	TELECOMMUNICATION EXPENSE		100.79	15.36%
001-170-6373	TELECOMMUNICATION EXPENSE		10.88	1.66%
001-430-6373	TELECOMMUNICATION EXPENSE		28.60	4.36%
001-440-6373	TELECOMMUNICATION EXPENSE		18.75	2.86%
001-450-6373	TELECOMMUNICATION EXPENSE		3.28	0.50%
001-520-6373	TELECOMMUNICATION EXPENSE		35.16	5.36%
001-540-6373	TELECOMMUNICATION EXPENSE		63.38	9.66%
001-620-6373	TELECOMMUNICATION EXPENSE		33.52	5.11%
001-621-6373	TELECOMMUNICATION EXPENSE		79.46	12.11%
110-210-6373	TELECOMMUNICATION EXPENSE		37.13	5.66%
600-811-6373	TELECOMMUNICATION EXPENSE		19.69	3.00%
600-812-6373	TELECOMMUNICATION EXPENSE		35.78	5.45%
610-815-6373	TELECOMMUNICATION EXPENSE		19.69	3.00%
610-816-6373	TELECOMMUNICATION EXPENSE		37.39	5.70%
670-840-6373	TELECOMMUNICATION EXPENSE		8.35	1.27%
741-865-6373	TELECOMMUNICATIONS EXPENSE		23.65	3.60%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CH CREDIT CARD HOLIDAY PARTY MEAL	Service	0.00	0.00	169.60	0.00	0.00	0.00	169.60

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-150-6230	TRAINING		9.98	5.88%
001-160-6230	TRAINING		9.98	5.88%
001-170-6230	TRAINING		9.98	5.88%
001-430-6230	TRAINING		9.98	5.88%
001-440-6230	TRAINING		9.98	5.88%
001-450-6230	TRAINING		9.98	5.88%
001-520-6230	TRAINING		9.98	5.88%
001-540-6230	TRAINING		9.98	5.88%
001-620-6230	TRAINING		9.98	5.88%
001-621-6230	TRAINING		9.98	5.88%
110-210-6230	TRAINING		9.98	5.88%
600-811-6230	TRAINING		9.98	5.88%
600-812-6230	TRAINING		9.98	5.88%
610-815-6230	TRAINING		9.98	5.88%
610-816-6230	TRAINING		9.98	5.88%
670-840-6230	TRAINING		9.98	5.88%
741-865-6230	TRAINING		9.92	5.85%

Payable Register

Packet: APPKT00870 - 12/1/23 CREDIT CARD PAYMENT

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		
CH CREDIT CARD CONSTANT CONTACT	Service	0.00	0.00	149.77	0.00	0.00	0.00	149.77		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
741-865-6402	ADVERTISING-PUBLICATIONS			7.49	5.00%					
600-812-6402	ADVERTISING-PUBLICATIONS			22.47	15.00%					
610-817-6402	ADVERTISING-PUBLICATIONS			22.47	15.00%					
001-621-6402	ADVERTISING-PUBLICATIONS			29.95	20.00%					
110-210-6402	ADVERTISING-PUBLICATIONS			29.95	20.00%					
001-440-6402	ADVERTISING-PUBLICATIONS			37.44	25.00%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
CH CREDIT CARD HOLIDAY PARTY DRINKS	Service	0.00	0.00	30.66	0.00	0.00	0.00	30.66		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
001-150-6230	TRAINING			1.80	5.87%					
001-160-6230	TRAINING			1.80	5.87%					
001-170-6230	TRAINING			1.80	5.87%					
001-430-6230	TRAINING			1.80	5.87%					
001-440-6230	TRAINING			1.80	5.87%					
001-450-6230	TRAINING			1.80	5.87%					
001-520-6230	TRAINING			1.80	5.87%					
001-540-6230	TRAINING			1.80	5.87%					
001-620-6230	TRAINING			1.80	5.87%					
001-621-6230	TRAINING			1.80	5.87%					
110-210-6230	TRAINING			1.80	5.87%					
600-811-6230	TRAINING			1.80	5.87%					
600-812-6230	TRAINING			1.80	5.87%					
610-815-6230	TRAINING			1.80	5.87%					
610-816-6230	TRAINING			1.80	5.87%					
670-840-6230	TRAINING			1.80	5.87%					
741-865-6230	TRAINING			1.86	6.07%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
CH CREDIT CARD GCMOA LUNCH & LEA...	Service	0.00	0.00	36.00	0.00	0.00	0.00	36.00		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
001-540-6230	TRAINING			3.60	10.00%					
001-621-6230	TRAINING			17.40	48.33%					
600-812-6230	TRAINING			2.21	6.14%					
610-816-6230	TRAINING			2.20	6.11%					
670-840-6230	TRAINING			0.40	1.11%					
001-620-6230	TRAINING			9.60	26.67%					
110-210-6230	TRAINING			0.59	1.64%					
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
CH CREDIT CARD FINANCE LUNCH	Service	0.00	0.00	39.58	0.00	0.00	0.00	39.58		
Distributions										
Account Number	Account Name	Project Account Key		Amount	Percent					
001-540-6230	TRAINING			3.96	10.01%					
001-621-6230	TRAINING			27.71	70.01%					
600-812-6230	TRAINING			3.64	9.20%					
610-816-6230	TRAINING			3.62	9.15%					
670-840-6230	TRAINING			0.65	1.64%					

Payable Register

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	
CH CREDIT CARD RING 01-05-24	Service		0.00	0.00	101.33	0.00	0.00	0.00	101.33	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-150-6373	TELECOMMUNICATION EXPENSE				100.79	99.47%				
001-160-6373	TELECOMMUNICATION EXPENSE				0.54	0.53%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	1,183.23	0.00	0.00	0.00	1,183.23	1,183.23	0.00
Grand Total:		1,183.23	0.00	0.00	0.00	1,183.23	1,183.23	0.00

Account Summary

Account	Name	Amount
001-150-6230	TRAINING	11.78
001-150-6373	TELECOMMUNICATION EXPENSE	201.58
001-160-6230	TRAINING	11.78
001-160-6373	TELECOMMUNICATION EXPENSE	101.33
001-170-6230	TRAINING	11.78
001-170-6373	TELECOMMUNICATION EXPENSE	10.88
001-430-6230	TRAINING	11.78
001-430-6373	TELECOMMUNICATION EXPENSE	28.60
001-440-6230	TRAINING	11.78
001-440-6373	TELECOMMUNICATION EXPENSE	18.75
001-440-6402	ADVERTISING-PUBLICATIONS	37.44
001-450-6230	TRAINING	11.78
001-450-6373	TELECOMMUNICATION EXPENSE	3.28
001-520-6230	TRAINING	11.78
001-520-6373	TELECOMMUNICATION EXPENSE	35.16
001-540-6230	TRAINING	19.34
001-540-6373	TELECOMMUNICATION EXPENSE	63.38
001-620-6230	TRAINING	21.38
001-620-6373	TELECOMMUNICATION EXPENSE	33.52
001-621-6230	TRAINING	56.89
001-621-6373	TELECOMMUNICATION EXPENSE	79.46
001-621-6402	ADVERTISING-PUBLICATIONS	29.95
Total:		823.40

Account	Name	Amount
110-210-6230	TRAINING	12.37
110-210-6373	TELECOMMUNICATION EXPENSE	37.13
110-210-6402	ADVERTISING-PUBLICATIONS	29.95
Total:		79.45

Account	Name	Amount
600-811-6230	TRAINING	11.78
600-811-6373	TELECOMMUNICATION EXPENSE	19.69
600-812-6230	TRAINING	17.63
600-812-6373	TELECOMMUNICATION EXPENSE	35.78
600-812-6402	ADVERTISING-PUBLICATIONS	22.47
Total:		107.35

Account	Name	Amount
610-815-6230	TRAINING	11.78
610-815-6373	TELECOMMUNICATION EXPENSE	19.69
610-816-6230	TRAINING	17.60
610-816-6373	TELECOMMUNICATION EXPENSE	37.39
610-817-6402	ADVERTISING-PUBLICATIONS	22.47
Total:		108.93

Account	Name	Amount
670-840-6230	TRAINING	12.83
670-840-6373	TELECOMMUNICATION EXPENSE	8.35
Total:		21.18

Account	Name	Amount
741-865-6230	TRAINING	11.78
741-865-6373	TELECOMMUNICATIONS EXPENSE	23.65

Account Summary

Account	Name	Amount
741-865-6402	ADVERTISING-PUBLICATIONS	7.49
Total:		42.92



Payroll Check Register

Checks

Pay Period: 12/18/2023-12/31/2023

Packet: PYPKT00514 - 12/18-12/31/23 PAID ON 01/05/24
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: PYPKT00514 - 12/18-12/31/23 PAID ON 01/05/24
Payroll Set: CITY OF BONDURANT, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	01/05/2024	143.42	104532
BAILEY, BOYCE E	7104	01/05/2024	1,328.81	104533
BERGESON, JOHN W	7121	01/05/2024	1,917.69	104534
BRIGGS, ASHTON S	1511	01/05/2024	842.17	104535
BRUCE, EMMA	3141	01/05/2024	1,019.41	104536
CARPENTER, JOHN C	5129	01/05/2024	1,610.77	104537
COLLISON, PATRICK F	5103	01/05/2024	2,242.46	104538
CORY, JOHN P	7120	01/05/2024	1,648.54	104539
CRITTENDEN, MATTHEW	1567	01/05/2024	991.03	104540
DOMINGUEZ, MATTHEW P	1513	01/05/2024	764.62	104541
GANNAWAY, COURTNEY	1597	01/05/2024	575.92	104542
GILSON, DUSTY ALAN	7124	01/05/2024	1,445.77	104543
HAGAN, SHELBY L	5118	01/05/2024	2,555.41	104544
HARMISON, TROY G	1503	01/05/2024	1,749.64	104545
HIGGINS, DAVID P.	7105	01/05/2024	1,519.83	104546
HILL, EVAN L	7126	01/05/2024	628.21	104547
HORTON, JOHN C	7112	01/05/2024	100.00	104548
HORTON, JOHN C	7112	01/05/2024	3,408.79	104548
HOWIESON, DANIEL	1572	01/05/2024	920.38	104549
HUFF, TIMOTHY J	1559	01/05/2024	3,212.76	104550
JESS, JENE' N	5123	01/05/2024	3,442.49	104551
JOHNSON, ANNASTASHA	5130	01/05/2024	1,387.05	104552
KING, CHRISTINA M	3143	01/05/2024	513.13	104553
KLINKER-FELD, MICHELL M	3135	01/05/2024	2,565.72	104554
KREUDER, AARON M	1441	01/05/2024	3,584.44	104555
KRUSE, OSCAR	1586	01/05/2024	720.18	104556
LUING, TIFFANY A	5133	01/05/2024	1,888.05	104557
LUNDQUIST, BRADLEY D	1555	01/05/2024	687.35	104558
MANGUM, MEGAN SUSANNA	3142	01/05/2024	1,427.71	104559
MARSHMAN, CRAIG A	5125	01/05/2024	1,637.78	104560
MILLER, BRODY E	1582	01/05/2024	2,544.31	104561
MORRIS, REBECCA L	1504	01/05/2024	2,306.75	104562
MURRAY, MARGARET	5126	01/05/2024	2,896.75	104563
OLIVER, MARKETA S	8403	01/05/2024	3,569.54	104564
OLIVER, MARKETA S	8403	01/05/2024	300.00	104564
PATTERSON, JACOB	1596	01/05/2024	520.08	104565
PEZLEY, ISAAC J	5132	01/05/2024	2,264.43	104566
PHIPPS-BUCKLIN, CHANTEL E	4145	01/05/2024	731.22	104567
REYNOLDS, RAY A	1537	01/05/2024	1,351.68	104568
RICCIO, ANTHONY F	1583	01/05/2024	779.48	104569
SANDERS, JILL C	3128	01/05/2024	3,148.63	104570
SCHINCKE, MEGAN	3137	01/05/2024	463.40	104571
SCHINCKE, MEGAN	3137	01/05/2024	125.00	104571
SCHINCKE, MEGAN	3137	01/05/2024	1,081.27	104571
SEXTON, WILLIAM M	7125	01/05/2024	250.00	104572
SEXTON, WILLIAM M	7125	01/05/2024	1,100.53	104572
SHARP, COLE P	1581	01/05/2024	371.91	104573
SPOERRY, DANIELLE M	1527	01/05/2024	2,333.76	104574
SUMMERS, AANNA N	1575	01/05/2024	2,124.29	104575
SUMMERS, ALAN C	1534	01/05/2024	1,772.98	104576
VAN HOUTEN, NICOLE M	5121	01/05/2024	1,550.34	104577



Payroll Check Register

Report Summary

Packet: PYPKT00514 - 12/18-12/31/23 PAID ON 01/05/24
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	51	78,065.88
Total	51	78,065.88



Refund Check Register

Refund Check Detail

UBPKT04838 - Refunds 01 UBPKT04836 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
01-02324-02	BRANDY TRAPP	1/4/2024	63102	69.38			69.38	Generated From Billing
01-02380-11	BENNETT, DORAMAE	1/4/2024	63103	17.84			17.84	Generated From Billing
01-02769-03	MC ALEXANDER, CAROLINE M	1/4/2024	63104	28.61			28.61	Generated From Billing
01-02879-02	DYLAN HOLDSWORTH	1/4/2024	63105	50.27			50.27	Generated From Billing
01-03161-04	NATHAN NEWLIN	1/4/2024	63106	18.84			18.84	Generated From Billing
01-36700-02	DILLON TRACY	1/4/2024	63107	121.12			121.12	Generated From Billing
05-02642-04	KURTIS DELPIERRE	1/4/2024	63108	73.72			73.72	Generated From Billing
07-01099-03	ROBERT ALAN WILSON	1/4/2024	63109	79.44			79.44	Generated From Billing
11-03063-02	DAN BRANDHORST	1/4/2024	63110	48.23			48.23	Generated From Billing
16-01376-01	JR, DANIEL R SHANNON	1/4/2024	63111	123.72			123.72	Generated From Billing
16-01479-02	CROSTHWAITE, VICKI L	1/4/2024	63112	92.13			92.13	Generated From Billing
16-01545-01	BUTLER, ROBERT A	1/4/2024	63113	114.19			114.19	Generated From Billing
16-01912-01	LLC, GSA PROPERTIES	1/4/2024	63114	137.30			137.30	Generated From Billing
16-01974-00	PARKS CUSTOM HOMES	1/4/2024	63115	102.93			102.93	Generated From Billing
Total Refunds: 14				Total Refunded Amount:	1,077.72			

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1077.72
Revenue Total:	1077.72

General Ledger Distribution

Posting Date: 01/04/2024

Account Number	Account Name	Posting Amount	IFT
Fund: 600 - WATER			
600-000-1101	CLAIM ON POOLED CASH	-1,077.72	Yes
600-050-2141	APPLIED CREDITS	1,077.72	
600 Total:		0.00	
Fund: 999 - POOLED CASH			
999-000-1100	POOLED CASH	-1,077.72	
999-050-2300	DUE TO OTHER FUNDS	1,077.72	Yes
999 Total:		0.00	
Distribution Total:		0.00	



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

Item No. 6.c.
For Meeting of 1/16/2024

TITLE: Receive & File - Mayor Pro Tem appointment of Angela McKenzie effective January 1, 2024

CONTACT PERSON:
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Mayor Elrod has appointed Council Member Robert Peffer as Mayor Pro Tem, beginning January 1, 2023. The purpose of this item is to receive and file the appointment.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Receive and file the appointment.

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None

Planning and Zoning Commission

2023 Annual Report



BACKGROUND

Chapter 23 of the [Bondurant City Code](#) states that each year the Planning & Zoning Commission shall make a report to the Mayor and Council of its proceedings. This report will serve as the Commission's 2023 Annual Report.

The Bondurant Planning & Zoning Commission has seven members and met the 2nd and 4th Thursday of the month in 2023 at 6:00 p.m. in the Bondurant Community Center at 200 2nd Street NE. A Zoom meeting attendance option was/is also available to the Commission and public.

The Commission is primarily and routinely involved in land use planning topics, including: Comprehensive Plan and area plan reviews, rezonings, subdivisions, site plans, street and easement vacations, annexations, Zoning and Subdivision Code text amendments, and other miscellaneous development topics. The Commission researches each case and then reviews the information at a meeting. A recommendation for or against the case is subsequently made to the Bondurant City Council citing the Commission's basic reasoning.

MEMBERSHIP

In 2023 Karen Keeran served as Chair, and Andy Mains served as Vice-Chair. Jesse Torres was appointed to the Commission by Council on May 1, 2023 to fill We Hoyer's vacancy. Jason Vore was appointed to the Commission by Council on May 1, 2023 to fill Torey Cuellar's vacancy. Councilman Matt Sillanpaa acted as the City Council liaison to the Commission in 2022.

Chapter 23 of the City Code notes that a review of attendance will be made at the end of each year. The Code notes that a member cannot exceed three unexcused absences within a 6-month period. The Code also notes that a Commission member cannot miss more than 40% of the total calendar meetings in a calendar year.

Below is a chart of 2022 member attendance.

2023 Member Attendance Chart

	Kristin Brostrom	Lisa Cameron	Brian Clayton	Torey Cuellar	Wes Hoyer	Karen Keeran	Andy Mains	Jesse Torres	Jason Vore
1 - 1/12/2022	Present	Present	Present	Present	Present	Present	Present	N/A	N/A
2 - 2/9/2023	Present	Absent	Present	Present	N/A	Present	Present	N/A	N/A
3 - 3/9/2023	Present	Present	Present	Present	N/A	Present	Present	N/A	N/A
4 - 4/13/2023	Present	Absent	Present	Present	N/A	Present	Present	N/A	N/A
5 - 5/11/2023	Present	Absent	Present	Present	N/A	Present	Present	Present	N/A
6 - 6/8/2023	Present	Absent	Present	Present	N/A	Present	Present	Present	N/A
7 - 7/13/2023	Present	Absent	Present	N/A	N/A	Present	Absent	Present	Present
8 - 8/10/2023	Absent	Absent	Present	N/A	N/A	Present	Present	Present	Present
9 - 9/14/2023	Present	N/A	Present	N/A	N/A	Present	Present	Present	Present
10 - 10/12/2023	Present	N/A	Present	N/A	N/A	Absent	Present	Present	Present
11 - 11/9/2023	Present	N/A	Present	N/A	N/A	Present	Absent	Present	Present
12 - 12/14/2023	Present	N/A	Present	N/A	N/A	Present	Absent	Present	Present
Total Meetings	12	8	12	6	1	12	12	12	12
Attended	11	2	12	6	1	12	9	12	12
% Attended	92%	25%	100%	100%	100%	100%	75%	100%	100%

SUMMARY OF REVIEWS:

1. Text Amendments:

Case #	Proposal Summary	P&Z Recommendation	Council Action
2023.TA.1	Off-street parking regulations for restaurants, bars, and drive-thrus (Chapter 177)	Recommended approval on 5/11/2023	Approved on 7/10/2023
2023.TA.2	Outdoor Storage Surface Material Text Amendment	Recommended approval on 6/8/2023	Approved on 7/10/2023
2023.TA.3	Park Structure Setbacks Text Amendment (Chapter 177.07)	Tabled on 9/14/2023 Recommended approval on 10/12/2023	Approved on 11/20/2023
2023.TA.4	Parkland Dedication and Street Frontage Requirements Text Amendment (Chapter 180.06.8)	Recommended approval on 9/14/2023	Pulled by City Staff

2. Easement & Right-of-Way Vacations:

Case #	Proposal Summary	P&Z Recommendation	Council Action
2023.V.1	Vacation of a portion of right-of-way adjacent to 100 Main Street SE (Parcel ID 231/00096-003-000)	Recommended denial on 5/11/2023	Approved on 6/5/2023

3. Requests for Rezoning and/or Future Land Use Map Changes:

Case #	Proposal Summary	P&Z Recommendation	Council Action
2023.R.1	Tim George Rezoning (Parcels 231/00214-002-000 and 231/00214-004-000), A-1 to M-1	Recommended approval on 1/12/2023	Approved on 3/20/2023
2023.R.2	Highpoint Estates Rezoning, R-2 to C-1 at NW corner	Recommended approval on 1/12/2023	Approved on 6/5/2023
2023.R.3	PRKG 2470 LLC (Koethe) Rezoning, A-1 to R-1 at Parcel 230/00469-002-000 and A-1 to R-3 at Parcel 230/00478-001-000, pending annexation finalization	Recommended approval on 3/9/2023	Approved on 4/17/2023

2023.R.4	Hollebrands/Von Stein Rezoning, A-1 to M-1	Recommended approval on 5/11/2023	Approved on 6/19/2023
2023.R.5	Morgan Estates Rezoning, A-1 to R-5	Recommended approval on 12/14/2023	In Process
2023.R.6	Future Land Use Amendment – Harvest Meadows PUD Area D, Open Space/Ag to Medium Density Residential	Recommended approval on 12/14/2023	Approved on 1/2/2024
2023.R.7	Harvest Meadows Area D PUD Substantial Modification Request	Recommended approval on 12/14/2023	In Process

4. Subdivisions and Plats of Survey:

Case #	Proposal Summary	P&Z Recommendation	Council Action
2023.S.1	Heartland LM Kellogg Plat 1 Preliminary Plat (Polk County)	Recommended approval on 1/12/2023	Approved preliminary plat on 1/17/2023
2023.S.2	Nehring Estates Plat of Survey (Boundary Line Adjustment)	Recommended approval on 1/12/2023	Approved final plat on 1/17/2023
2023.S.3	5251 NE 94 th Avenue Plat of Survey (Polk County)	Recommended approval on 3/9/2023	Approved on 3/20/2023
2023.S.4	Fox Ridge Estates Plat 2 Preliminary Plat (Polk County)	Recommended approval on 4/13/2023	Approved final plat on 7/17/2023
2023.S.5	City Campus/Myers 1 Plats of Survey	Recommended approval on 4/13/2023	Approved on 4/17/2023
2023.S.6	Doe Run Plat 3 Preliminary Plat (Polk County)	Recommended approval on 5/11/2023	Approved final plat on 5/22/2023
2023.S.7	Brown Plat of Survey (Polk County)	Recommended approval on 5/11/2023	Approved on 5/22/2023
2023.S.8	Webb Family Estates Preliminary Plat (Polk County)	Recommended approval on 7/13/2023	Approved preliminary plat on 7/17/2023
2023.S.9	Civic Campus Master Plan Plats of Survey	Recommended approval on 7/13/2023	Approved acquisition Plats of Survey on 12/4/2023 Approved vacation Plats of Survey on 12/18/2023

Case #	Proposal Summary	P&Z Recommendation	Council Action
2023.S.10	Harvest Meadows Parcel '2023-122' Plat of Survey	Recommended approval on 8/10/2023	Approved Plat of Survey on 8/21/2023
2023.S.11	Harvest Meadows Commercial Plat 1 Preliminary Plat	Recommended approval on 10/12/2023	Approved preliminary plat on 10/16/2023
2023.S.12	Morgan Estates Plat 3 Preliminary Plat	Tabled on 10/12/2023 Recommended approval on 12/14/2023	In process
2023.S.13	Dollar Tree First Addition Final Plat	Recommended approval on 11/9/2023	Approved final plat on 11/20/2023
2023.S.14	Campus Industrial Park Preliminary Plat	Recommended approval on 11/9/2023	Approved preliminary plat on 11/20/2023
2023.S.15	9790 NE 64 th Street Plat of Survey (Polk County)	Recommended approval on 11/9/2023	Approved Plat of Survey on 11/20/2023
2023.S.16	Bondurant Industrial Park Plat 2 Preliminary Plat	Recommended approval on 12/14/2023	Approved preliminary plat on 1/2/2024

5. Site Plans:

Case #	Proposal Summary	P&Z Recommendation	Council Action	Project Summary
SP23-01	Hawthorne Crossing 2 Site Plan/Preliminary Plat	Recommended approval on 1/12/2022	Approved on 1/17/2022	Three multi-family residential apartment buildings
SP23-02	AA&E Hauling, 601 23 rd Street SW	Recommended approval on 6/8/2023 Recommended approval on amended site plan 9/14/2023	Approved on 6/19/2023 Amended site plan approved on 9/18/2023	First phase includes 70'X140' building with semi-tractor trailer parking spaces.

Case #	Proposal Summary	P&Z Recommendation	Council Action	Project Summary
SP23-03	Kwik Lock Storage, 1306 Prairie Drive SW	Recommended approval on 6/8/2023	Approved on 6/19/2023	Two new storage buildings and expansion of existing office building.
SP23-04	Skol Trucking, 2465 Robinson Avenue NE	Recommended approval on 10/12/2023	Approved on 10/16/2023	Heavy truck parking and concrete crushing area
SP23-05	Casey's General Store, 1130 2 nd St NW	Recommended approval on 10/12/2023	Approved on 10/16/2023	Gas station
SP23-06	Dollar Tree, 801 Dee Street SE	Recommended approval on 11/9/2023	Approved on 11/20/2023	10,000 square building for new Dollar Tree store

6. Annexations:

Case #	Proposal Summary	P&Z Recommendation	Council Action
2023.A.1	PRKG 2470 LLC (Koethe) Annexation, 100% Voluntary within 2 miles of the City of Mitchellville's city limits	3/9/2023	4/17/2023

7. Other Planning Items Reviewed/Discussed:

- A. 2023 Annual Election of Officers during 1/12/2023 meeting.
- B. 2022 P&Z Annual Report during 1/12/2023 meeting.
- C. Commission recommended approval of the Civic Campus Master Plan during their March 9, 2023 meeting.
- D. Reviewed the request to omit required side elevation windows in the Edgeland Bondurant Townhome development during their April 13, 2023 meeting.
- E. Bondurant-Farrar Community School District and the Commission discussed future school expansion during their August 10, 2023 meeting.
- F. Commission recommended approval of the removal of certain areas from the 1988 Urban Renewal Area and recommended approval of the 2023 Bondurant Urban Renewal Area and Plan Amendment at their September 14, 2023 meeting.
- G. Reviewed and provided feedback for potential Harvest Meadows PUD Conceptual Plan at their October 12, 2023 meeting.
- H. Reviewed and provided feedback for Downtown Landus Development Master presented by ISG Inc and Scott Turczynski at their November 9, 2023 meeting.
- I. Reviewed and recommended approval of City of Bondurant's Major Streets Master Plan at their December 14, 2023 meeting.





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

Item No. 6.e.
For Meeting of 1/16/2024
Applications

TITLE: Applications for City Council Approval

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 8-30-2024 Midwest Tandem Rally
2. Clover Barn Iowa Alcoholic Beverages Division Application
3. Tax Abatement Applications

Special Event Application

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

(Please Print)

Event Name Midwest Tandem Rally Date(s) of Event 8/30/2024

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

Setup Time 2:00 pm Starting Time 2:30 pm Ending Time 4:00 pm

(Please Print)

Organization Hosting Event MTR 2024

Contact Person Randy Kroh Day Phone 515-314-7678

Email rwkroh@mchsi.com

Addl. Contact Bob Appel Day Phone 515-201-2413

Email robertmappel@gmail.com

Type of Event:

Check all that apply.

- | | | |
|---|--|---|
| ☐ Parade | ☐ Fundraiser | ☐ Walk/Run Event |
| ☐ Fair/Festival | ☐ Outdoor Concert | ☐ Block Party |
| ☒ Bicycle Event | | |
| ☐ Other (please explain) <u>Ice cream social for attendees of MTR 2024</u> | | |

Describe the Event (please attach additional pages if necessary): Bicycle from
Ankeny to Bondurant for ice cream provided by
Midwest Tandem Rally (Schwan's truck.)

Bondurant
1/2

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

Event Details:

(provide estimated counts)

Estimated Attendance
Trash Containers
Portable Toilets

100-200 people
we'll provide *

(circle what applies)

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

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

Vendors:

(provide estimated counts)

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

- Number of Vendors 1
- List of Vendors and/or Type of Vendor

Schwan Truck

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

Special Provisions: (city provided—for example: trash containers, barricades, etc.)

Is there any special assistance that you will need the City to provide?

☐

Yes

☒

No

Will you need to borrow barricades from the City?

☐

Yes

☒

No

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

Will you need to close the street for your event?

☐

Yes

☒

No

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

Will you need portable restrooms?

☐

Yes

☒

No

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

Provide details about the event garbage collection plans:

* We will collect the ice cream

wrappers — we'll bag and haul trash if the city trash cans cannot be used.

Will you charge admission / registration fees:

☒ Yes ☐ No

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

Will there be product for sale on site?

☐ Yes ☒ No

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

Will alcohol be served or sold?

☐ Yes ☒ No

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

Will you be using inflatable rides or devices?

☐ Yes ☒ No

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

Will your event interfere with vehicle traffic?

☐ Yes ☒ No

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

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

☐ Yes ☒ No

Will you be shooting off fireworks?

☐ Yes ☒ No

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

Will you be posting temporary signage?

☐ Yes ☒ No

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

Will you need access to a water source?

☐ Yes ☒ No

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

Will you be using amplified sound?

☐ Yes ☒ No

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

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

Will you need access to electricity?

☐ Yes ☒ No

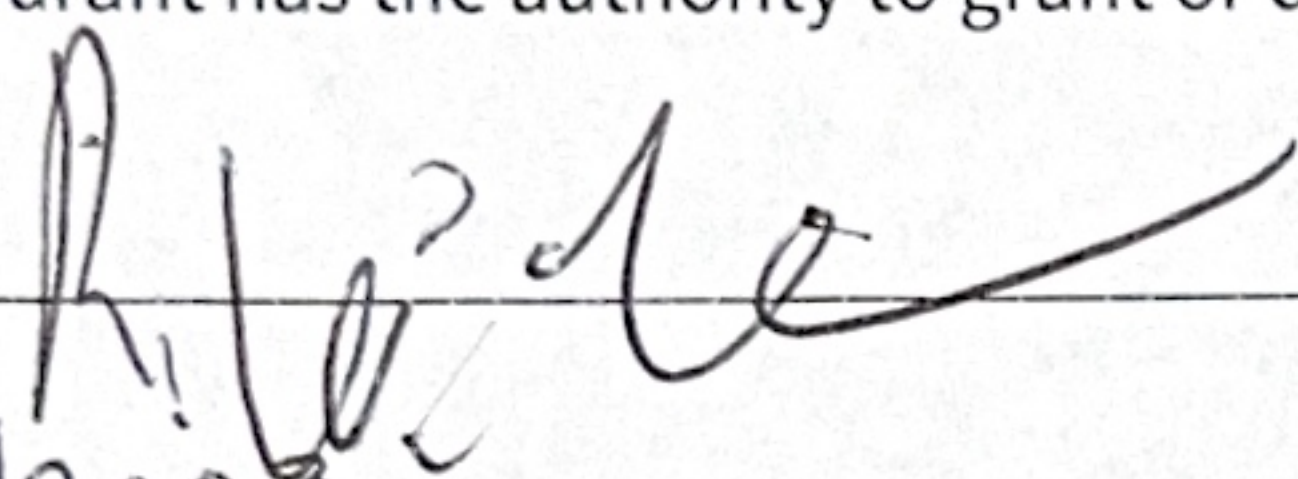
(If yes, please explain. Additional fees may apply) _____

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

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

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

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

Signature 

Date 12/6/2023

Printed Name Randolph W. Kroh

City Official Signature _____ Date _____

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

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

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

Check List and Fee Table to Calculate your application fee:

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

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



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY

H4 Enterprises, LLC

NAME OF BUSINESS(DBA)

Clover Barn Beverages

BUSINESS

(515) 202-1388

ADDRESS OF PREMISES

8382 NE 88th Street

PREMISES SUITE/APT NUMBER

CITY

Bondurant

COUNTY

Polk

ZIP

50035

MAILING ADDRESS

11534 NE 78th Ave

CITY

MITCHELLVILLE

STATE

Iowa

ZIP

50169

Contact Person

NAME

Lochlan McIntosh

PHONE

(515) 202-1388

EMAIL

mcintosh6@live.com

License Information

LICENSE NUMBER

LC0044164

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Submitted
to Local
Authority

TENTATIVE EFFECTIVE DATE

Mar 1, 2024

TENTATIVE EXPIRATION DATE

Feb 28, 2025

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Catering, Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Lochlan McIntosh	MITCHELLVILLE	Iowa	50169	owner	50.00	Yes
Dawn McIntosh	MITCHELLVILLE	Iowa	50169	owner	50.00	Yes

Insurance Company Information

INSURANCE COMPANY

Illinois Casualty Co

POLICY EFFECTIVE DATE

Mar 1, 2024

POLICY EXPIRATION DATE

Mar 1, 2025

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Tax Abatement Applications
January 16, 2024
City of Bondurant

Name	Address	Closing Date	Cost
Lorena Huerta de Reynolds	1205 Josua Drive, SE	TBD	\$349,900
Ray Crowe	209 11 th Court, NW	8/18/2023	\$502,094
Stephen Petersen	1005 Cove Street, SE	8/8/2022	\$340,000
Jami Bender	204 12 th Court, NW	4/6/2023	\$365,000

Meeting Minutes
Bondurant Community Library | Library Board of Trustees
Wednesday, December 6, 2023

1. **Roll Call:** *Members Present:* Josh Bryant, Sue Ugulini, Julie Bergeson, Mike Kramer, Craig Campbell, Amber Flinn and Jen Keeler. Library Director Sanders and assistant Director Klinker-Feld were also present.
2. **Call to order:** Meeting called to order at 6:02 PM by President Bryant.
3. **Guests present:** Marketa Oliver, City Administer.
4. **Perfecting and Approving the Agenda:** Motion to approve the agenda as amended by Ugulini, seconded by Keeler. Motion carried.
5. **Approval of Consent Agenda:**
 - a. Minutes of past meeting – November 2023
 - b. Financial Report
 - c. Approve Warrant list / authorize expenditures
 - d. Staff Report – November 2023
 - e. Director's Report – November 2023
 - f. Statistics Review

Director Sanders told of a substantial increase in monies from Polk County. This will be used to replace technology in the Library. A budget amendment will be submitted. Motion to approve the above consent agenda by Kramer, seconded by Campbell. Motion carried.

6. **Public Comments:** None.
7. **Library Foundation Update:** No December meeting. Trivia Night postponed. Upcoming events: 3rd Annual Mini-Golf Event: February 2024, Puzzle contest, Spring Book Sale.
8. **Friends of the Library Update:** No December meeting. Trivia Night postponed. Upcoming events: 3rd Annual Mini-Golf Event: February 2024, Puzzle contest, Spring Book Sale.
9. **City Council Liaison Report:** Marketa Oliver provided an update. Phase 1 of the City Park project has started and will be finished by June 2024 for the 50th Anniversary of Summerfest. There is a new mural at the Trailhead and dedication will be December 18th at 5:30 PM. Tara Cox will be the new City Council Liaison for the Library Board. The Merry & Bright parade and other seasonal activities were well attended.
10. **Old Business:**
 - a) **Discussion Trustee Term Appointments – Terms ending 1/1/2024.** Amber Flinn agreed to a new term. Craig Campbell has resigned. Mr. Campbell has been a Trustee since 2008 and the Board thanked him for service to the community. Seeking applicants and there will be a post on the City of Bondurant website.

Motion to approve the appointments by Ugulini, seconded by Bergeson. Motion carried

10. New Business:

a. Trustee Training – Chapter 8 Trustee Handbook: *Board Relationships with Director, Staff and City*. Reviewed and discussed this chapter on strategic planning.

b. Review/Approve Hours Open Policy. Motion to approve by Ugulini, seconded by Campbell. Motion carried.

c. Review/Approve Job Descriptions for Library Director, Assistant Library Director, Youth Services Librarian, Children’s Librarian, Adult Services Librarian, Clerk II. Motion to approve by Kramer, seconded by Bergeson. Motion carried.

d. FY 24/25 Budget Presentation and approval. Director Sanders presented the proposed budget, explained changes and answered Board questions. Motion to approve by Ugulini, seconded by Kramer. Motion carried.

11. Board President Items: None.

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

Next Meeting: Wednesday, January 3, 2024 at 6 PM.



Librarian items December, 2023

- Staff is continuing to assist rural patrons in consolidating digital accounts to meet the Home Library switch over Jan. 1, 2024
- Assistant Director, Michell and I have been busy seeking and interviewing applicants for the Children's Librarian position. Megan M. submitted her resignation at the beginning of December. There were 7 applicants and of those 6 were interviewed, either in person or virtually. A candidate was chosen and we are currently submitting an offer and hope to have the applicant begin work on January 15.

Michell:

- Webinar "Lunch with the State Library: State Data Center"
- PLA Digital Literacy webinar

Megan S:

- POP YA
- Check it Out

Chantel:

- Adult Librarian meeting
- Foundation of Public Libraries: Library as Place
- Foundation of Public Libraries: Principles of a Noble Profession
- Foundation of Public Libraries: The Library Team and Support Organizations
- Collection Management: Building Your Collection
- Collection Management: Maintaining Your Collection
- Collection Management: Cataloging, Access, and Classification
- HR & Volunteer Management: HR and the Law
- Policy Development: Overview
- Policy Development: Philosophy and Regulations

Christina:

- Seizure Recognition and First Aid Certification

Events in December:

- 13 Story Times at the Library
- 4 Sessions of Baby Story & Play
- 7 Sessions of Fit for Life!
- Adult Craft Night
- Book Discussion for Adults
- Books on Tap book discussion at Reclaimed Rails
- 2 Sessions of Digital Literacy Lunch and Learn

- 2 Evening Session of Digital Literacy
- Book Club for grades 3-5
- Book Club for grades 6-8
- Teens Only Sunday Funday
- Pokémon Club
- STEAM Club
- After School STEAM
- After School Craft
- After School ELF Party
- LIBRARY CLOSED AT 1:00PM DECEMBER 23
- LIBRARY CLOSED DECEMBER 24, 25, AND 31.

Stats for December 2023

- Total Circulation for the month 6,738, 6,686 last year at this time.
- On-line usage (e-Books, Downloadable music, Hoopla (music, ebooks, streaming video), Rocket Language, Brainfuse, Adventure Pass 2,160, 1,447 last year.
- Door Count 4,041, last year 1,775.
- Assisting patrons by phone, with the catalog, computers, etc. 421 and 399 last year.
- Story times- 17 were held with 143 attending.
- Total programming attendance 1,138 for adults, youth and children, 943 last year.
- Internet usage in house was 782, last year 214, 1,388 Wi-Fi users 1,020 last year, 116 hotspot were used this past month last year 118.
- Meeting room –December had 33 reservations by the community, last year 26.
- Issued 39 new library cards. Last year we issued 25 cards during the month of December.
- The library did 33 requests for materials from other libraries and provided 119 to other libraries.
- 279 items were added to the collection and 27 were removed.
- 204 Mobile Printing, last year 23
- 37 patrons used the Tablet Station



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

Item No. 6.g.
For Meeting of 1/16/2024
Resolution

TITLE: - Resolution reappointing Amber Flinn to the Bondurant Community Library Board

CONTACT PERSON:
Jill Sanders, Library Director

BRIEF HISTORY & ANALYSIS: Amber Flinn currently serves on the Library Board and has expressed interest in continuing to serve. The Library Board recommends the reappointment of Ms. Flinn, for a term from January 1, 2024, through January 1, 2029. The Bondurant Community Library Board of Trustees consists of six (6) resident members and one (1) nonresident member. All resident members are to be appointed by the Mayor with the approval of the Council.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240116-16

CITY OF BONDURANT
RESOLUTION NO. 240116-16

RESOLUTION REAPPOINTING AMBER FLINN TO THE LIBRARY BOARD OF
TRUSTEES

WHEREAS the Board of Trustees consists of six (6) resident members and one (1) nonresident member; AND

WHEREAS all resident members are to be appointed by the Mayor with the approval of the Council; AND

WHEREAS the current Board of Trustees recommends the City Council to reappoint Amber Flinn to the Bondurant Community Library's Board of Trustees,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the reappointment to the Library Board of Trustees is hereby approved as presented.

Passed this 16th day of January 2024,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.h.
For Meeting of 1/16/2024
Resolution

TITLE: - Resolution approving purchase of brush chipper for \$35,000

CONTACT PERSON:

Marketa Oliver, City Administrator
John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Recently, a brush chipper was posted for sale from the City of Stratford for \$35,000. Stratford had originally purchased the brush chipper to remove Ash Trees; however, because of the Emerald Ash Bore, when the trees were cut down, they effectively shattered and no chipping was needed. Stratford would now like to regain the space the never-used brush chipper occupies.

The City of Bondurant's chipper is not in good shape and needs to be replaced. It should be noted that the brush chipper replacement was not originally in the capital equipment plan for FY24; however, because this never-used brush chipper became available at approximately half of the price that a new chipper would normally cost, city staff recommend purchasing the chipper, with funding for it being split between the Road Use Tax fund and General Fund for Parks. Road Use Tax collections are outpacing budgeted revenues enough to pay for the unplanned capital purchase and taking advantage of this good price reduces the investment in a new chipper by approximately \$30,000.

Included with this agenda statement is a brochure describing the brush chipper and the attached resolution authorizes the purchase of the brush chipper from the City of Stratford and authorizes the Public Works Director to make the necessary arrangements to execute the purchase of the brush chipper.

FUNDING SOURCE: 110-210-6710/001-430-6727

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240116-17
2. Chipper

CITY OF BONDURANT
RESOLUTION NO. 240116-17

RESOLUTION AUTHORIZING THE PURCHASE OF A BRUSH CHIPPER FOR
\$35,000

WHEREAS, the City of Stratford recently posted a brush chipper for sale at a price of \$35,000; AND

WHEREAS the chipper has never been used because Stratford purchased it to remove Ash Trees and when the trees were cut down, they required no chipping due to the extensive damage in the trees caused by the Emerald Ash Bore; AND

WHEREAS, the City of Bondurant's existing chipper is in poor condition and needs replacement; AND

WHEREAS, the acquisition of a new chipper was not originally included in the capital equipment plan for FY24, but the opportunity to purchase the never-used brush chipper from the City of Stratford has arisen at approximately half the cost of a new chipper, providing a significant cost-saving opportunity; AND

WHEREAS, the Road Use Tax fund and the General Fund for Parks are both financially equipped to contribute to the funding required for this unplanned capital purchase; AND

WHEREAS, the Road Use Tax collections have exceeded budgeted revenues, allowing for the allocation of funds to cover the purchase; AND

WHEREAS, taking advantage of this opportunity to purchase the brush chipper from the City of Stratford will reduce the investment in a new chipper by approximately \$30,000.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Bondurant, Iowa, as follows:

1. The City of Bondurant hereby authorizes the purchase of the brush chipper from the City of Stratford at a price of \$35,000; AND
2. The Public Works Director is hereby authorized and directed to make all necessary arrangements to execute the purchase of the brush chipper from the City of Stratford; AND
3. The funding for this purchase shall be split between the Road Use Tax fund and the General Fund for Parks.

Passed this 16th day of January 2024,

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				
Sillanpaa				
McKenzie				
Peffer				

BC1000XL GAS BRUSH CHIPPER



ECOIDLE™

SMARTFEED. A patented feed-sensing control system that monitors engine rpm and automatically stops and reverses feed rollers when feeding large, hardwood material. With a simple switch, an operator can choose between three rpm droop settings to fit the specific job application.

ELECTRONIC FUEL INJECTION (EFI) ENGINE.

An 89 hp (66 kW) Power Solutions International (PSI) 3.0L EFI gas engine performs well during cold-weather starts, and provides improved fuel economy over comparable carbureted gas engines and increased/faster engine response under load.

ECOIDLE™ ENGINE CONTROL SYSTEM.

The Ecolidle engine control system can help consume less fuel if the feeding process has frequent interruptions, and also aid in noise reduction.



LARGE INFEED OPENING. The BC1000XL features a 12" (30.5 cm) tall and 17" (43.2 cm) wide infeed opening. This design can help boost productivity by decreasing the amount of trim cuts needed prior to processing.

EXTENDED WARRANTY. The 3-year/3000-hour extended limited warranty on drum housing, cutter drum, shaft and hubs offers you peace of mind, in addition to the 1-year/1000-hour Vermeer equipment limited warranty.

CLUTCHLESS PTO. The throttle integrated with the belt drive engagement process helps ensure that the PTO can be engaged only while the engine is at low idle/low rpm. Automatically, the engine throttles up to full rpm after the belt drive is fully engaged. This system helps to reduce premature wear to the belt drive system by preventing high idle engagement of the cutter drum.



VERMEER.COM



EQUIPPED TO
DO MORE
Page 36 of 138



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

Item No. 6.i.
For Meeting of 1/16/2024
Resolution

TITLE: - Resolution establishing an electric easement between the City of Bondurant and MidAmerican Energy Company for a 10'X10' area of land at 103 Main Street SE to accommodate work associated with the City Park overhead to underground electric line burial project

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution establishes a 10'x10' electric easement between the City of Bondurant and MidAmerican Energy Company for work to be done at 113 Main Street SE (downtown public parking lot) for work associated with the overhead to underground electrical project included as part of Phase I of the City Park Master Plan implementation process. The proposed easement will be established 5' east from the southwest corner of the downtown parking lot parcel generally in the greenspace area highlighted in yellow below. MidAmerican Energy Company has confirmed they will not impact the existing public parking lot paving as a result of this electrical burial project. Approval of this electrical easement is necessary to begin the overhead to underground electric burial process at City Park.



FUNDING SOURCE: N/A to establish an easement

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240116-18
2. Proposed Electric Easement for City of Bondurant

CITY OF BONDURANT
RESOLUTION NO. 240116-18

RESOLUTION ESTABLISHING AN ELECTRIC EASEMENT BETWEEN THE CITY OF BONDURANT AND MIDAMERICAN ENERGY COMPANY FOR A 10'X10' AREA OF LAND AT 103 MAIN STREET SE TO ACCOMMODATE WORK ASSOCIATED WITH THE CITY PARK OVERHEAD TO UNDERGROUND ELECTRIC BURIAL PROJECT

WHEREAS, the City of Bondurant has adopted a City Park Master Plan which guides for a series of phases to completely renovate this existing park space adjacent to Bondurant's downtown core area; AND

WHEREAS a component of the Phase I City Park Master Plan improvements will be to bury the existing powerlines of the area to improve the overall aesthetics of the area and to make space for the remaining improvements; AND

WHEREAS MidAmerican Energy Company is in need of a 10'x10' easement on City of Bondurant-owned land at 103 Main Street SE to accommodate the work associated with this electric line burial project; AND

WHEREAS, MidAmerican Energy Company has confirmed they will not impact the existing parking lot pavement close to the proposed easement area as a result of their easement area work.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 10'x10' electric easement between the City of Bondurant and MidAmerican Energy Company at 103 Main Street SE is hereby approved.

Passed this 16th day of January 2024,

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				

Prepared by and return to: Christin Erwin 515-252-6989 MIDAMERICAN ENERGY ATTN: RIGHT-OF-WAY SERVICES PO BOX 657 DES MOINES, IA 50306-0657
--

**MIDAMERICAN ENERGY COMPANY
ELECTRIC EASEMENT**

Folder No.	<u>125982</u>	State of	<u>Iowa</u>	
Work Req. No.	<u>2989144</u>	County of	<u>Polk</u>	
Project No.	<u>A1145</u>	Section	<u>31</u>	
		Township	<u>80</u>	North
		Range	<u>22</u>	West of the 5 th P.M.

This MidAmerican Energy Company Electric Easement (this "Easement") is made this 05 day of January, 2024, by and between **City of Bondurant, Iowa**, ("Grantor"), and **MIDAMERICAN ENERGY COMPANY**, an Iowa Corporation, its successors and assigns ("Grantee") (individually referred to at times as "Party", or collectively the "Parties").

RECITALS

WHEREAS, Grantor is the owner of the property legally described as:

Lot 1 in Block 5 in the Town of Bondurant, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

WHEREAS, Grantor desires to grant to Grantee an electric easement to be located on a portion of the Property and Grantee desires to accept the easement on the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Electric Easement.** Grantor does hereby establish, give, grant, and convey to Grantee a perpetual, non-exclusive easement under, upon, through and across the Easement Area, described on **Exhibit A** attached hereto, to construct, attach, reconstruct, operate, maintain, inspect, replace or remove electric supply line(s) for the transmission and distribution of electric energy and for communication and electrical controls, including other reasonably necessary poles, wires, conduit, duct, transformers, switching equipment, measurement and monitoring equipment, guys, guy stubs, anchors, ground rods, and further including other reasonably necessary equipment incident thereto (collectively "Facilities"), together with the right to survey the Property and the right of ingress and egress to and from same and all the rights and privileges incident and necessary to the enjoyment of this Easement. Additionally, if Grantor provides or installs duct or conduit for said Facilities, this grant shall cover and include all Facilities installed as a part of the Easement Area

2. **Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited.** Grantor shall not construct or place any permanent or temporary buildings, pavement, hardscape, structures, fences, trees, plants or other objects on or within the Easement Area without prior written permission from Grantee indicating that said construction or placement will not result in inadequate or excessive ground cover, or otherwise interfere with the Grantee's rights to operate and maintain its Facilities, nor shall Grantor cause or permit any obstruction or material to be placed on or within the Easement Area without prior written permission from Grantee. No brush, vegetation or other flammable materials shall be deposited, placed, accumulated, or burned within the Easement Area. Subject to the rights of Grantee granted in this Easement, Grantor shall have the right to cultivate, use, and occupy the Property.
3. **Change of Grade Prohibited.** Grantor shall not change the grade, elevation or contour of any part of the Easement Area without prior written consent from Grantee, nor shall Grantor place or install any rocking, paving or other hardscape materials in the Easement Area without prior written consent from Grantee. Grantee shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.
4. **Violations by Grantor.** In the event Grantor, its successors, assigns, contractors, employees, or agents violates Section 2 or 3 above or otherwise commits an intentional or negligent act, which results in damage to Grantee's Facilities or the Easement Area, Grantor shall be solely responsible for all costs associated with the repair, reconstruction, replacement, and/or work to the Easement Area and Grantee's Facilities.
5. **Right of Access and Removal.** Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto. Grantee shall have the right to remove, trim, spray, or cut down any unauthorized fences, hardscape, structures, trees, shrubs, branches, saplings, brush, vegetation, or other obstructions within, upon, across, along, adjacent to and overhanging the Easement Area that may interfere with the proper construction, maintenance, operation or removal of Grantee's Facilities.
6. **Property to be Restored.** Grantee shall repair or pay for any damage which may be caused to crops, fences, or other property, real or personal of the Grantor by Grantee's construction, reconstruction, maintenance, operation, replacement or removal of Grantee's Facilities (except for damage to property placed subsequent to the granting of this easement). For any such repairs required to be made by Grantee hereunder, Grantee agrees to repair such damaged property to the approximate condition of such property existing immediately before being damaged, to the extent reasonably practicable. The cutting, recutting, trimming and removal of trees, branches, saplings, brush or other vegetation on or adjacent to the Easement Area is expected and not considered damage to the Grantor.
7. **Easement Runs with the Land.** This Easement shall be deemed perpetual and to run with the land. All provisions of this Easement, including benefits and burdens, shall run with the Property and are binding upon and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties hereto.
8. **Grantor Certification.** Grantor certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Grantor hereby agrees to defend, indemnify and hold harmless Grantee from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
9. **Severability, Choice of Law and Waiver.** Each of the provisions of this Easement shall be

enforceable independently of any other provision of this easement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this easement, it is agreed between the parties that the law of the jurisdiction and location where this easement is recorded (including statute of limitation provisions) will govern the interpretation, validity and effect of this easement without regard to the place of execution or place of performance thereof, or any conflicts or law provisions. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

10. **Dower, Homestead, and Distributive Share.** Grantor hereby relinquishes all rights of dower, homestead and distributive share in and to the Easement Area and waives all rights of exemption as to any of the Easement Area. Grantor understands that homestead property is in many cases protected from the claims of creditors and exempt from judicial sale; and that by signing this easement, Grantor voluntarily gives up any right to this protection for the Easement Area with respect to claims based upon this Easement.
11. **IRS W-9 Form.** Prior to any payments referenced herein being made, Grantor is required to submit a fully executed IRS W-9 form to Grantee. Grantor's failure to submit a fully executed IRS W-9 form shall not impact any other provisions or obligations under this Easement.
12. **Fee Simple.** Grantor warrants to Grantee that Grantor holds title to the Easement Area in fee simple and Grantor has good and lawful authority to grant the rights provided in this Easement.
13. **Headings and Captions.** The titles or captions of sections and paragraphs in this Easement are provided for convenience of reference only and shall not be considered a part hereof for purposes for interpreting or applying this Easement, and such titles or captions do not define, limit, extend, explain or describe the scope or extent of this Easement or any of its terms or conditions.
14. **Counterparts.** This Easement may be executed in two (2) or more counterparts, each of which shall be deemed an original for all purposes and all of which together shall constitute one and the same instrument. Parties may sign and deliver this Easement by facsimile, electronic, or PDF signatures, each such signature to be treated as an original.
15. **Entire Agreement.** It is mutually understood and agreed that this Easement covers all of the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying or changing the terms hereof.

Signature Page Follows

IN WITNESS WHEREOF, this Easement is executed as of the date first above written.

City of Bondurant, Iowa

Signed: _____

Printed: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss

This record was acknowledged before me on _____, 2024, by City of Bondurant, Iowa.

Signature of Notary Public

EXHIBIT "A"

Legend

- Subject Property Line



- 10 x 10ft wide Underground Electrical Easement

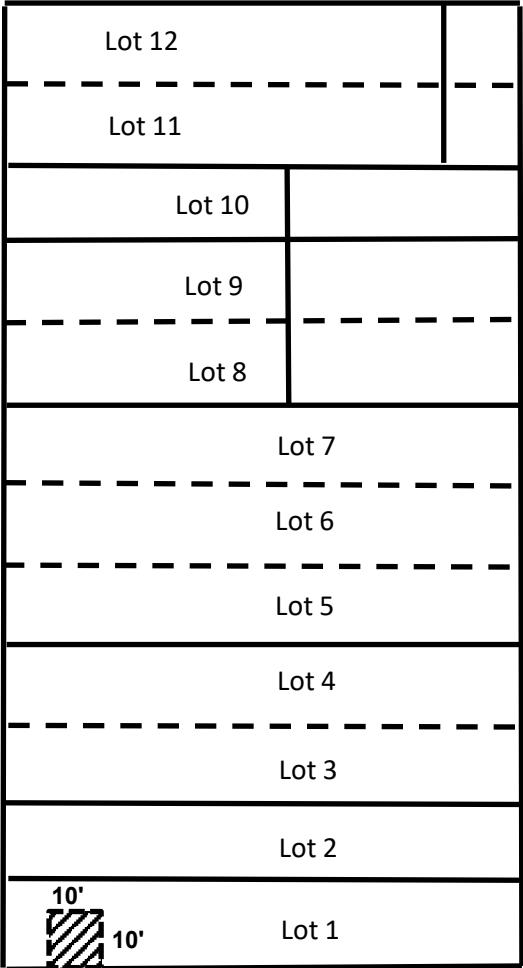
Parcel Legal Description:

Lot 1 in Block 5 in the Town of Bondurant, an Official Plat, now included in and forming a part of the City of Bondurant, Polk County, Iowa.

Easement Area:

The South 10 ft of the above described parcel more or less.

MAIN ST SE



East 5' from the Southwest corner to the point of beginning.

2ND ST SE

	Customer: City of Bondurant		Parcel # 23100105000000	
	Address: Lot 1 Block 5		Date: 01/05/2024	
	City: Bondurant	State: Iowa	Folder: 125982	Sec 31, T 80, R 22
	Job Desc: Underground Electrical Easement			





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

Item No. 6.j.
For Meeting of 1/16/2024
Resolution

TITLE: - Resolution approving pay request no. 10R1 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 \$172,373.36

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: Staff recommends to Council the attached resolution to approve pay app #10R1 in the amount of \$172,373.36 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 December 9th through December 22nd, 2023. This pay application also shows that an error of overpayment in the amount of \$20,000 was made on Pay Application #8 and reduces the amount of the original Pay Application #10 by that same amount. This error was detected by City staff during a routine review process. As a reminder, this payment is for the water main project that will serve the new water tower once constructed.

FUNDING SOURCE: SRF Funds repaid with Water Utility Rates and Connection Fees

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240116-19
2. Pay Request No. 10R1

CITY OF BONDURANT
RESOLUTION NO. 240116-19

RESOLUTION APPROVING PAY REQUEST NO. 10R1 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 \$191,373.36

WHEREAS the 15th Street and NE 88th Street/32nd St SE and Jorie Way Water Main
Project Pay Request No. 10R1 was submitted on January 2nd, 2024; AND

WHEREAS the pay request no. 10R1 is for work completed from December 9th through
December 22nd, 2023 on the 15th Street and NE 88th Street/32nd Street, SE and Jorie Way
Water Main Project; AND

WHEREAS City Staff and engineers from Veenstra & Kimm, Inc. have reviewed the pay
application for accuracy; AND

WHEREAS Pay Request No. 10R1 corrects Pay Estimate No. 8 which was overpaid by
\$20,000 due to a typo in the transmittal information, which was identified by City Staff
during a routine review process.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that pay request no. 10R1 to KLC Construction, LLC in the amount of \$191,373.36
hereby approved.

Passed this 16th day of January 2024,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



VEENSTRA & KIMM INC.

3000 Westown Parkway
West Des Moines, Iowa 50266

515.225.8000 // 800.241.8000
www.v-k.net

January 8, 2024

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. 10R1

Enclosed is a copy of Partial Payment Estimate No. 10R1 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. 10R1 is for the pay period ending December 22nd and is in the amount of \$172,373.36.

Pay Estimate No. 10R1 is revised to correct an overpayment in Pay Estimate No. 8. The transmittal letter for Pay Estimate No. 8 erroneously identified payment in the amount of \$220,265.70 while the pay estimate identified payment in the amount of \$200,265.70 for the completed work. Pay Estimate No. 10R1 adds in the "Pay Estimate No. 8 Overpayment Reduction" item to deduct the overpaid \$20,000 to correct for the overpayment made in Pay Estimate No. 8.

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

VEENSTRA & KIMM, INC.

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

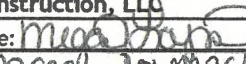
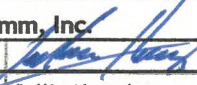
Callin Hornsby

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	\$ 1,846,458.49
Approved Change Orders (list each)			
TOTAL ALL CHANGE ORDERS		\$ -00.	\$ -00.
Revised Contract Price		\$ 1,995,059.00	\$ 1,846,458.49
		Materials Stored	\$ -00.
		Value of Completed Work and Materials Stored	\$ 1,846,458.49
		Less Retained Percentage (5%)	\$ 92,322.92
		Net Amount Due This Estimate	\$ 1,754,135.57
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	\$ 200,265.70	
	No. 9	\$ 191,301.50	
	No. 10		
	No. 11		
	No. 12		
Less Total Pay Estimates Previously Approved		\$	1,581,762.21
Amount Due This Estimate		\$	172,373.36
The amount \$ 172,373.36 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 L. Kimm		Name: Callin Hornsby	Name:
Title: Owner/Manager		Title: Project Manager	Title:
Date: 1-6-2024		Date: 1/8/2024	Date:



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

Item No. 6.k.
For Meeting of 1/16/2024
Resolution

TITLE: - Resolution accepting Offer of City Bridge Funding from the Iowa Department of Transportation

CONTACT PERSON:

John Horton, Public Works Director
Marketa Oliver, City Administrator

BRIEF HISTORY & ANALYSIS: Each year, the Iowa Department of Transportation (Iowa DOT) uses the City Bridge Candidate List to offer funds for the replacement or rehabilitation of city bridges. Cities are limited to one bridge per city, per fiscal year. The bridge on Grant Street South over Mud Creek has been identified for replacement. This bridge is currently embargoed and restricted to lower weights crossing it because of the condition of the bridge.

Bridges funded with either Federal-aid City Bridge funds or State City Bridge funds are eligible for 100% reimbursement of all eligible and properly documented construction costs. Engineering design and development, right-of-way, and inspection costs are not eligible for reimbursement. Federal-aid funds are eligible for up to \$1,500,000 in reimbursement. State City Bridge funds are eligible for up to \$500,000 in reimbursement. The Iowa DOT will make a final determination of whether a project will receive Federal-aid City Bridge funds or State City Bridge funds after reviewing construction estimates. Typically, replacement or rehabilitation projects with estimated construction costs of less than \$500,000 are assigned State City Bridge funds to maximize program impact.

The City must determine by January 31, 2024, whether the City will accept the funding. The project must be bid within three years or constructed within five years. A project funding agreement will be sent for additional Council action. Securing this funding also helps provide a match for future funding for the larger project of realigning Grant Street S.

The attached resolution authorizes staff to contact the DOT to accept the funding.

FUNDING SOURCE: Grants/TIF/RUT/GO Bond

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240116-20

CITY OF BONDURANT
RESOLUTION NO. 240116-20

RESOLUTION ACCEPTING IOWA DOT CITY BRIDGE FUNDING OFFER

WHEREAS the city received a funding offer from the Iowa DOT City Bridge Candidate Listing on December 28th, 2023; AND

WHEREAS City Staff and Engineers from Shive-Hattery are working to determine if the funding request fits the timeline of the Grant Street South Commuter Road Project timeline; AND

WHEREAS Staff asks Council for approval to proceed with the funding request if it is determined that it fits within the Grant Street South Project timeline; AND

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the action to accept the funding offer from the Iowa DOT City Bridge Funding is hereby approved as presented.

Passed this 16th day of January 2024,

By: _____
Doug Elrod, Mayor

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

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

Shelby Hagan, City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Driscoll				
McKenzie				
Peffer				
Sillanpaa				



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

Item No. 6.I.
For Meeting of 1/16/2024
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant's pre-application to the Iowa Economic Development Authority's Destination Iowa Program for funding to assist with implementation of the public improvements proposed as part of the Downtown Landus Redevelopment Master Plan

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution endorses the City of Bondurant's pre-application to the Iowa Economic Development Authority's Destination Iowa Grant Program for funding to assist with implementation of the public improvements associated with the Downtown Landus Redevelopment Master Plan. The Downtown Landus Redevelopment Master Plan, which is currently being drafted by ISG in partnership with a prospective developer, provides a vision on how the vacant 24-acre site can be redeveloped in a way that is a cohesive extension of downtown Bondurant. The draft Downtown Landus Redevelopment Master Plan envisions an arboretum trail with creative peacemaking opportunities along the corridor. Implementation of the Downtown Landus Redevelopment Master Plan is consistent with Chapter 7 of the Building Bondurant Comprehensive Plan, titled Community Character + Downtown.

Destination Iowa Pre-applications are due January 31, 2024. Qualifying entities may then be invited to submit a full application, which is due March 1, 2024. The purpose of the Destination Iowa Grant Program is to invest in vertical infrastructure to create or expand existing primary destinations to increase tourism to the state. It is anticipated that projects will attract visitors and new residents to the state and bolster the quality of life in Iowa's rural communities.

Eligible projects can receive grant funds up to 25% of eligible project costs related to the construction, development, or expansion of destination. Applicants must have 65% of financing/fundraising secured at time of the pre-application. Half of program funds are allocated to Rural Destinations. Rural is defined as a community that has a population of less than 20,000.

FUNDING SOURCE: N/A to submit application

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240116-23

CITY OF BONDURANT
RESOLUTION NO. 240116-23

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S PRE-
APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY'S
DESTINATION IOWA PROGRAM FOR FUNDING TO ASSIST WITH
IMPLEMENTATION OF THE PUBLIC IMPROVEMENTS PROPOSED AS PART OF
THE DOWNTOWN LANDUS REDEVELOPMENT MASTER PLAN

WHEREAS the Landus Cooperative has ceased operations in Bondurant and as a result of this decision, 24.8 acres of land in downtown Bondurant is now available for downtown redevelopment efforts; AND

WHEREAS Chapter 7 of the Building Bondurant Comprehensive Plan, titled Community Character + Downtown, provides guidance on initiatives the City should be exploring to ensure long-term economic vitality of downtown Bondurant, including the Downtown Landus Redevelopment Area; AND

WHEREAS to assist with implementation of Chapter 7 of the Comprehensive Plan, the City has partnered with a prospective developer to have a Downtown Landus Redevelopment Master Plan drafted by ISG which is slated for February 2024 plan adoption; AND

WHEREAS the improvement projects identified in Bondurant's pre-application will strengthen the community's recreational opportunities and sense of place; AND

WHEREAS the improvement projects identified in Bondurant's pre-application will help to promote tourism; AND

WHEREAS the City of Bondurant is appreciative of the opportunity to apply for funds through the IEDA's Destination Iowa Grant Program; AND

WHEREAS the City of Bondurant acknowledges eligible projects can receive grant funds up to 25% of eligible project costs related to the construction, development, or expansion of the destination; AND

WHEREAS the City of Bondurant acknowledges that applicants must have at least 65% of financing/fundraising secured at the time of pre-application submittal.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council authorizes City Staff to submit a Destination Iowa Grant Program application for funding to assist with implementation of the public projects identified in the Downtown Landus Redevelopment Master Plan.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 16th day of January 2024.

Passed this 16th day of January 2024,

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				



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

Item No. 6.m.
For Meeting of 1/16/2024
Resolution

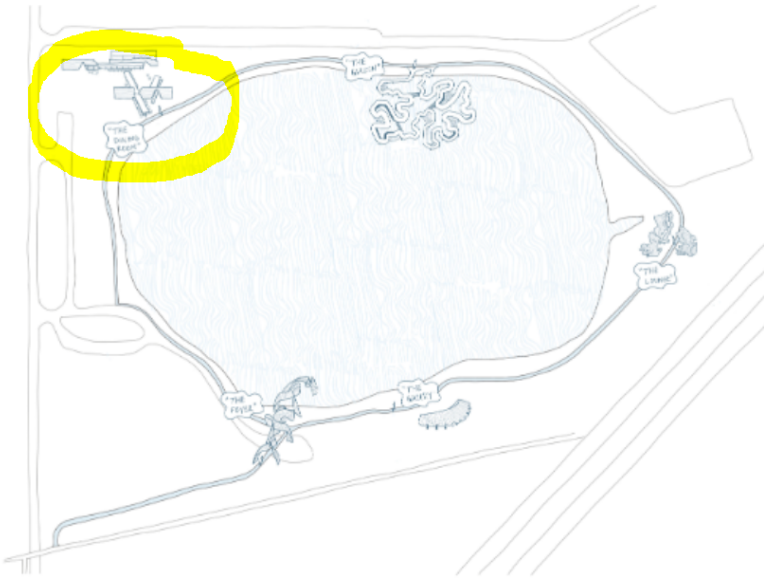
TITLE: - Resolution approving contract with Group Creative Services in the amount of \$55,000 to facilitate installation of I/Thee's first art piece at the ARTocka Trail Loop, titled The Dining Room

CONTACT PERSON:

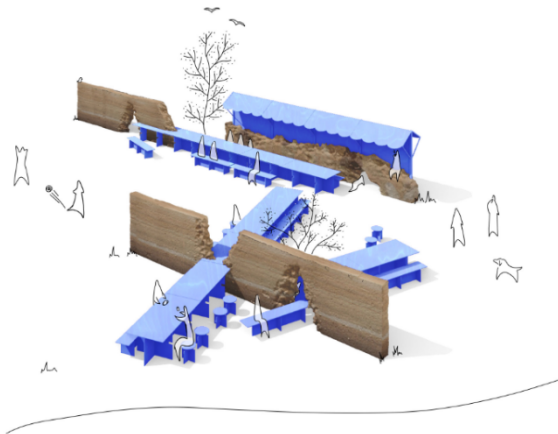
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: On January 2, 2024 the Bondurant City Council approved selection of the attached I/Thee concept for implementation at the ARTocka Trail Loop. The attached I/Thee concept proposes activating the ARTocka Trail Loop by creating a series of "rooms" around the lake, playing homage to Bondurant's strong hometown feel. The rooms will consist of the following: The Dining Room, The Garden, The Lounge, The Gallery, and The Foyer. Each room considers an action associated with water - water freezes, water cools, water changes, floats on water, and water erodes.

For consideration by Council this evening is approval of the contract with Group Creative Services in the amount of \$55,000 to facilitate installation of I/Thee's first installation at ARTocka, which will be titled The Dining Room. The Dining Room will be located at Lake Petocka's northwest corner in the area highlighted below.



The Dining Room is described in I/Thee's proposal as being: The inaugural structure among the five installations is the Dining Room, an emblematic hub within any dwelling, fostering communal connections and conviviality. Three rammed earth walls are constructed in situ, using soil excavated from the site itself. Water is then used to excavate and erode the walls, emphasizing and exposing the materiality of the earth walls. Around the exposed portions of the earth, exaggerated dining tables, benches, and stools are contoured to the eroded forms. The large communal tables create a new way to engage with the site. Whether engaging in a serendipitous conversation with a neighbor or attending a birthday party stretched between the three structures, the dining room is the heart of the series of structures.



The Dining Room

The inaugural structure among the five installations is the Dining Room, an emblematic hub within any dwelling, fostering communal connections and conviviality. Three rammed earth walls are constructed in situ, using soil excavated from the site itself. Water is then used to excavate and erode the walls, emphasizing and exposing the materiality of the earth walls. Around the exposed portions of the earth, exaggerated dining tables, benches, and stools are contoured to the eroded forms. The large communal tables create a new way to engage with the site. Whether engaging in a serendipitous conversation with a neighbor or attending a birthday party stretched between the three structures, the dining room is the heart of the series of structures.

The Dining Room will have an install budget of \$50,000, while the consultant installation coordination fee will be \$5,000. The Dining Room is being funded partially by a \$25,000

grant from Bravo Greater Des Moines and must be completed before June 30, 2024.

It is anticipated the second "room" to be completed will be The Garden. The Garden will look to extend the usable shoreline of the lake and will include a fishing pier and also potentially a kayak/canoe launch.

FUNDING SOURCE: Grants/General Fund/LOSST

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240116-24
2. Bondurant ARTocka Contract
3. I_Thee Concept

CITY OF BONDURANT
RESOLUTION NO. 240116-24

RESOLUTION APPROVING CONTRACT WITH GROUP CREATIVE
SERVICES IN THE AMOUNT OF \$55,000 TO FACILITATE
INSTALLATION OF I/THEE'S FIRST ART PIECE AT THE ARTOCKA
TRAIL LOOP, TITLED THE DINING ROOM

WHEREAS, as part of the current Art, Culture, & Wayfinding Master Plan process, an ARTocka Trail Loop concept request for proposals was released by the planning consultants in December 2023; AND

WHEREAS, the adoption of an Art, Culture, & Wayfinding Master Plan is consistent with Chapter 7 of the Building Bondurant Comprehensive Plan; AND

WHEREAS the Artist Selection Review Committee considered all responses received during their meeting on December 19, 2023, and voted on recommended approval of the concept presented by I/Thee; AND

WHEREAS the Parks & Recreation Board voted on recommended approval of the I/Thee concept during their meeting on December 21, 2023; AND

WHEREAS the Bondurant City Council approved the I/Thee Concept during their meeting on January 2, 2024; AND

WHEREAS the first installation piece will be The Dining Room; AND

WHEREAS, Group Creative Services will coordinate with I/Thee, the artist group, to have this first installation completed by no later than June 30, 2024, to satisfy a requirement of a \$25,000 Bravo Greater Des Moines grant to be utilized as part of installation of The Dining Room.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the contract between the City of Bondurant and Group Creative Services in the amount of \$55,000 for installation of The Dining Room at the ARTocka Trail Loop is hereby approved, pending review by legal counsel.

Passed this 16th day of January 2024,

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				

**ARTocka Trail Loop Phase I: The Dining Room
ART PROJECT IMPLEMENTATION**

**AGREEMENT BY AND BETWEEN GROUP CREATIVE SERVICES AND
City of Bondurant, Iowa**

THIS AGREEMENT is made on January 4, 2024 between Group Creative Services, (hereinafter referred to as "GROUP"), and City of Bondurant, Iowa, (hereinafter referred to as the "CLIENT").

WHEREAS, GROUP facilitates artful communities by generating meaningful experiences to entertain and delight.

WHEREAS, GROUP aims to place compelling works of art in highly visible public spaces.

WHEREAS, CLIENT engaged the services of Group to actualize public art to promote a new product and give back to the community.

WHEREAS, CLIENT commissioned concepts for public art for ARTocka Trail Loop (Phase I), which project has a working budget of \$55,000.

WHEREAS, CLIENT agrees to implement a public art piece currently titled The Dining Room (hereinafter referred to as the "Artwork") and

WHEREAS, Group developed concepts for the Artwork and shall also be responsible for coordination of its installation and

WHEREAS, CLIENT desires to have the Artwork installed.

NOW, THEREFORE, in consideration of the mutual promises and undertakings contained herein, the parties agree as follows:

1. SCOPE OF SERVICES

1.1 GENERAL

1.1a GROUP shall retain an artist (hereinafter referred to as the "ARTIST") and via the ARTIST will perform all services including furnishing all supplies, materials and equipment, inspecting the site, gaining required permits as necessary for the design, execution, fabrication, transportation, and installation the Artwork at the site. Notwithstanding the foregoing, CLIENT agrees that it is responsible to pay the cost of all supplies, materials, equipment, and permits.

1.1b GROUP will facilitate the artistic expression, scope, design, color, size, material and texture of the Artwork, subject to review and acceptance by CLIENT 's representative or designee as set forth in this Agreement.

1.1c CLIENT agrees that the Artwork will be permanent work.

1.1d Group will be responsible for facilitating the review approval process for the Artwork.

1.1e The public art site will be located at Lake Petocka, 521 Pleasant St NE in Bondurant.

1.1f CLIENT and GROUP hereby agree and consent that GROUP has expended substantial time, expertise, and resources to cultivate its relationship with, recruit, and retain ARTIST for the concept, design, and Artwork contemplated herein. CLIENT hereby agrees and consents that, for the scope of any and all work and during the term of this Agreement, GROUP is and shall remain ARTIST'S exclusive representative.

1.1g ARTIST and GROUP have an interdependent relationship in so much as GROUP shall at all times be the liaison between the ARTIST and the CLIENT. As liaison, GROUP will assist to perform services related to Scope of Services in this Section 1, including obtaining pertinent information from CLIENT on behalf of ARTIST, contracting, permits, and coordinating construction efforts. Additional efforts could include: assisting in communication between parties, publicity/marketing, and connecting with local vendors.

1.2 PROPOSAL REVIEW

1.2a GROUP acknowledges that the ARTIST has carried out a reasonable understanding of the site, interviews and research, in order to prepare a design proposal for the artwork. Further, the ARTIST has the necessary background materials and information on matters affecting the site and installation of the artwork.

1.2a 1. CLIENT and GROUP agree that the CLIENT may be required to provide an equitable adjustment for a differing site condition if: (1) ARTIST did not know about the actual condition found at the site; (2) ARTIST could not reasonably have anticipated the actual condition at the site from inspection or general experience; and (3) the actual condition varied from the norm in similar contracting work.

1.2b The ARTIST's draft design which was previously approved through the Request for Proposal (RFP) Process is attached hereto as Schedule A. No later than eight (8) weeks from the signature of this contract, GROUP will submit an updated and final design to CLIENT (hereinafter the "Proposal"). The Proposal will specify such materials, textures, colors, dimensions, and weights, and proposed installation methods and include such drawings and other documentation as needed to present a meaningful representation of the concept and design of the proposed Artwork set forth in Schedule A.

1.2c CLIENT will, within thirty (30) days following the submission of the Proposal, notify GROUP with any concerns. During this thirty (30) day period GROUP will be available as reasonably required to communicate with CLIENT regarding the recommended materials.

1.2d If CLIENT disapproves of the proposed materials or other elements of the Proposal, it will provide GROUP with a written statement of its reasons for such disapproval. In such event, GROUP, at its sole discretion will determine if either the ARTIST will submit a second recommendation for the Proposal within a reasonable period of time specified by GROUP or if this Agreement shall be terminated. If GROUP/ARTIST submit a second recommendation, CLIENT has thirty (30) days following the submittal of a second recommendation to notify GROUP in writing whether it approves or disapproves the recommendations. If CLIENT disapproves of the second recommendation, it will provide the GROUP with a written statement of its reasons for disapproval, whereupon this

Agreement will terminate.

- 1.2e In the event of termination under Paragraph 1.2d of the Agreement the GROUP will retain the proposal and all compensation theretofore paid and neither party will be under any future obligation to the other in respect of the subject matter thereof.
- 1.2f Although GROUP will have the responsibility and authority for all aspects of the artwork, GROUP will give appropriate consideration to input received from CLIENT.
- 1.2g Even after the Proposal has been approved via a written approval or through payment of the second installment payment under Section 2.1 of this Agreement, CLIENT may request revisions for other practical (non-aesthetic) reasons.
- 1.2h GROUP will receive no revision or redesign fees, unless otherwise agreed in writing.

1.3 EXECUTION OF THE WORK

- 1.3a After written approval of the Proposal or receipt of the second installment payment under Section 2.1 of this Agreement, GROUP will submit a tentative schedule for completion of fabrication and installation of the Artwork.
- 1.3b After approval of the schedule by CLIENT, GROUP through the ARTIST will coordinate fabrication, transportation and installation of the Artwork in accordance with the schedule agreed to between GROUP and CLIENT.
- 1.3c CLIENT will have the right to review the installation of the Artwork at reasonable times during the fabrication thereof to ensure it is moving forward in a timely fashion and is consistent with the Proposal.
- 1.3d GROUP will complete the fabrication and installation of the Artwork in substantial conformity with the Proposal and schedule. It is anticipated the public Artwork will be installed on or before June 30, 2024.
- 1.3e GROUP will present to CLIENT in writing for further review and approval any significant changes in scope, design, color, size, material or texture of the Artwork not permitted by or not in substantial conformity with the Proposal. A significant change is any change in scope, design, color, size, material, texture or location of the site of the Artwork which materially affects installation, scheduling for the Artwork or the concept of the Artwork as represented in the Proposal.

1.4 DELIVERY AND INSTALLATION

- 1.4a GROUP will notify CLIENT in writing when the fabrication of the Artwork is completed and the ARTIST is ready for its delivery and installation at the site.
- 1.4b GROUP agrees to notify CLIENT representative or designee, no fewer than ten (10) days prior to the ARTIST'S intended time of delivery to determine the particulars of delivery including time, location and agent designated by CLIENT.
- 1.4c GROUP will coordinate delivery and installation of the Artwork at the site in compliance with the schedule.

- 1.4d In the event of circumstances or conditions beyond GROUP or ARTIST's reasonable control that render timely performance of ARTIST'S services impossible, impracticable, or unduly burdensome or materially increase the cost to GROUP to perform its obligations under this Agreement including but not limited to adverse conditions at the site, acts of nature; war or warlike operation; acts of government; public emergence; strike or other labor disturbances; or pandemic, epidemic, or public health crisis, the CLIENT agrees to grant a reasonable extension of time to any deadlines set forth in the schedule, such extension(s) of time to be agreed upon by the Parties and executed under accordance with the Agreement modification waiver.

1.5 POST-INSTALLATION

- 1.5a GROUP will be notified of any dates and times for presentation ceremonies relating to the public Artwork.
- 1.5b CLIENT will use its best efforts to arrange for publicity for the completed Artwork in such publications as may be determined between GROUP and CLIENT as soon as practicable.

1.6 DE-INSTALLATION AND REMOVAL

- 1.6a If there is cause for the removal of the Artwork, then the Artwork may be removed by CLIENT in accordance with the terms and conditions of this Agreement or otherwise in accordance with Iowa law. If CLIENT removes the Artwork, then CLIENT at its sole discretion may dispose of the Artwork, including the disposal by auction sale or the destruction of the Artwork.

1.7 RISK OF LOSS AND INSURANCE

- 1.7a The risk of loss or damage to the Artwork will be borne by CLIENT, as more fully set forth and described in the Insurance Section. CLIENT and GROUP agree that under no circumstances shall the value of the Artwork, until after the completion and performance of this contract, exceed the total sum of the cost for services under this Agreement.

1.8 INDEMNITY

CLIENT agrees to indemnify and hold harmless GROUP and ARTIST from any and all liabilities, loss, theft, mutilation, vandalism or other damage (including that caused by acts of nature) that may befall the Artwork during any activities related to the planning, creation, delivery or installation of the Artwork, and any other injury to persons or property (collectively the "Losses"), so long as such Losses are not the result of the negligent or intentional acts of the ARTIST.

2. COMPENSATION AND PAYMENT SCHEDULE

- 2.1 CLIENT will pay GROUP a fee of \$55,000 for the Artwork installation which will constitute full compensation for all fees, services, expenses, and materials to be performed and furnished by GROUP under this Agreement. The fee will be paid in the following installments, expressed as percentages of such fixed fee, each installment to represent full and final, non-refundable payment for all services, expenses, and materials provided prior to the due date thereof. GROUP will invoice CLIENT for each payment request.

2.1a Fifteen percent (15%) upon execution of this agreement; \$8,250

2.1b Seventy-five percent (75%) within thirty (30) days after CLIENT approves the final Proposal and GROUP notifies CLIENT the Artwork is ready to fabricate, \$41,250

2.1d Ten percent (10%) within twenty (20) days after the installation is final; \$5,500

GROUP/ARTIST shall not be liable for any delay in performance as a result of CLIENT'S nonpayment or delay in payment to GROUP.

2.2 In the event of a material breach of this Agreement by CLIENT, all sums identified above, and for each milestone completed above, shall become immediately due and payable.

3. WARRANTIES

3.1 WARRANTIES OF TITLE

3.1a The ARTIST has represented and warranted to GROUP that: (a) the Artwork is solely the result of the artistic effort of ARTIST's; (b) except as otherwise disclosed in writing to GROUP, the Artwork is unique and original and does not infringe upon any copyright of any third-party; (c) that the Artwork, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Artwork is free and clear of any liens from any source whatever.

3.2 WARRANTIES OF QUALITY AND CONDITION

3.2a The ARTIST has represented and warranted to GROUP, except as otherwise disclosed to GROUP in writing in connection with the submission of the Proposal that: (a) the execution and fabrication of the Artwork will be performed in a workmanlike manner; (b) the Artwork, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork.

4. INSURANCE

4.1 CLIENT agrees to secure at its own cost and expense errors and omissions insurance, or similar forms of insurance it determines to be satisfactory to protect against foreseeable risks, errors and omissions in its role for this Agreement.

4.2 GROUP will require the ARTIST to secure at its own cost and expense errors and omissions insurance, or similar forms of insurance it determines to be satisfactory to protect against foreseeable risks, errors and omissions in its role for this Agreement.

4.3 The Parties agree that the CLIENT bears the risk of loss or damage to the Artwork prior to final acceptance if the partially or wholly completed Artwork is in the custody, control or supervision of the CLIENT or its agent(s) for the purposes of storing, installing on-site or performing other services to the Artwork.

- 4.4 During Installation the ARTIST will be added as an ADDITIONAL INSURED on CLIENT'S liability policy and the ARTIST will add GROUP and the CLIENT as ADDITIONAL INSUREDS on its liability policy.

5. OWNERSHIPSHIP AND INTELLECTUAL PROPERTY RIGHTS

5.1 Current Title: The Dining Room

Title to physical ownership of the Artwork shall pass to the CLIENT upon the CLIENT's written final acceptance and full and final payment for the Artwork pursuant to Section 2.1 of this Agreement.

5.2 Proposal Documents

One set of the approved Proposal materials prepared by ARTIST (including the digital images documenting the process and completed Artwork) and submitted to CLIENT under this Agreement shall be retained by CLIENT, provided that no rights to fabricate, execute, or install the Artwork or rights to reproduce or distribute said digital copy of any materials will pass to CLIENT without the written consent of ARTIST.

5.3 Copyright Ownership

The parties expressly agree that the Artwork (including all draft and approved Proposal Documents and the digital images documenting the process and completed Artwork) is not a "Work for Hire" and the ARTIST shall at all times retain all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author and owner of the copyright to the same for the duration of the copyright.

5.4 Reproduction Rights

- 5.4a. In view of the intention that the final Artwork shall be unique, and so long as full and final payment for the Artwork has been made pursuant to Section 2.1 of this Agreement, the ARTIST shall not make any additional exact duplicate [three]-dimensional reproductions of the final Artwork, nor shall the ARTIST grant permission to others to do so except with the written permission of CLIENT. However, nothing shall prevent the ARTIST from creating works in a similar manner and style of artistic expression.
- 5.4b. Upon full and final payment by the CLIENT pursuant to Section 2.1 of this Agreement, the ARTIST grants to CLIENT and GROUP an irrevocable, royalty-free license to make two-dimensional reproductions of the Artwork for the purpose of promoting the Artwork, the CLIENT, and/or the project, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publications provided that these rights are exercised in a tasteful and professional manner.
- 5.4c. Any merchandizing or other commercial use of such reproductions shall remain subject to the ARTIST'S consent, which may be withheld or delayed at the ARTIST'S sole discretion.
- 5.4d. All reproductions by the CLIENT or GROUP shall contain a credit to the ARTIST and a copyright notice in substantially the following form: © [Artist's name, date of publication].

- 5.4e. The ARTIST shall use their best efforts in any public showing or resume use of reproductions to give acknowledgment to CLIENT in substantially the following form:
“An original artwork commissioned by City of Bondurant, Iowa.”
- 5.4f. The ARTIST shall, at the ARTIST's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the ARTIST's name.

5.5 Release of Rights to Unselected Original Works

CLIENT hereby agrees and understands that the Artwork was selected from a group of three (3) proposed original expressions of creative ideas (the “pitches”), and CLIENT has entered into this contract to gain specific physical ownership rights to the Artwork only. By signature hereto, CLIENT expressly releases any claim of right, title, or interest to the unselected pitches.

6. ARTISTS RIGHTS

6.1 General

- 6.1a. The ARTIST retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- 6.1b. CLIENT agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the ARTIST. CLIENT further agrees to take reasonable measures to avoid these from occurring from the gross negligence of CLIENT, its representatives, or employees pursuant to the federal Visual Artists' Rights Act.
- 6.1c. If any alteration or damage to the Artwork occurs, the ARTIST shall have the right to disclaim authorship of the Artwork in addition to any remedies he/she may have in law or equity under this contract. Upon written request, the CLIENT shall remove the identification plaque and all attributive references to the ARTIST at CLIENT'S own expense within [10] days of receipt of the notice. No provision of this Agreement shall obligate the CLIENT to alter or remove any such attributive reference printed or published prior to the CLIENT's receipt of such notice. The ARTIST may take such other action as the ARTIST may choose in order to disavow the Artwork.

6.2 Alteration of Site or Removal of Artwork

- 6.2a. The CLIENT shall notify the ARTIST of any proposed significant alteration of the site that would affect the intended character and appearance of the Artwork. The CLIENT shall consult with the Artist in the planning and execution of any such alteration. The CLIENT shall make a reasonable effort to maintain the integrity of the Artwork.
- 6.2b. The CLIENT agrees not to arbitrarily remove or relocate the Artwork without first obtaining the ARTIST's express permission to do so. The ARTIST shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the ARTIST agree to such removal or relocation of the Artwork, the ARTIST shall provide the CLIENT with written handling instructions. In the event that the ARTIST is deceased or unable to otherwise give his consent, consent shall be obtained from the then current copyright owner.

6.3 Maintenance

Following installation and forevermore, CLIENT will be solely responsible for maintenance of the Artwork. A proposed maintenance schedule and estimated budget will be provided by GROUP.

7. ARTIST AS INDEPENDENT CONTRACTOR

The ARTIST will perform all work under this Agreement as an independent contractor and not as an agent or an employee of GROUP or CLIENT. The ARTIST will not be supervised by any employee or official of GROUP or CLIENT, nor will the ARTIST exercise supervision over any employee or official of GROUP.

8. TERMINATION

If either party to this Agreement will willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this agreement, the other party will thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party will have thirty (30) days after receipt of the notice to cure the default. If it is not cured, then this Agreement will terminate. In the event of default by CLIENT, CLIENT will promptly compensate the GROUP for all services performed by the GROUP prior to termination and for each milestone reached in compensation schedule set forth in Section 2 "Compensation and Payment Schedule," above. In the event of default by the GROUP, all finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared in connection with Proposal will, at the exercise of CLIENT's written intention to take option, become the property of CLIENT, provided that CLIENT has fully compensated GROUP pursuant to the installment schedule set forth in Section 2.1 and provided that CLIENT will have no right to fabricate, execute, or install the Artwork, nor reproduce or distribute said digital copy of any materials without the written consent of ARTIST. In the event that CLIENT does not exercise its option within 30 days of termination, the option shall terminate, and all rights shall be forfeited to either GROUP or ARTIST, as the case may be.

9. ENTIRE AGREEMENT, MODIFICATION, WAIVER, SEVERABILITY, CONSTRUCTION, AND SURVIVAL

This Agreement together with all Schedules hereto constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous agreements related to this matter. There are no other written or oral agreements, representations or understandings with respect to the subject matter of this Agreement. No alteration, change, or modification of the terms of the Agreement will be valid unless made in writing and signed by both parties hereto and approved by appropriate action of the GROUP. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision. If any provision of this Agreement shall be determined to be illegal and unenforceable by any court of law or any competent governmental authorities, such provision shall be severed herefrom and the remaining provisions shall be enforceable

in accordance with their terms so long as this Agreement without such terms or provisions does not fail of its essential purpose or purposes. This Agreement shall be interpreted as if the parties hereto jointly prepared it. Notwithstanding anything to the contrary contained in this Agreement, the following sections shall survive Termination of this Agreement for as long as permitted by law: Indemnifications and Insurance, Artist's Rights, Ownership and Intellectual Property Rights and any other right or obligation of the Parties which, by its nature, should survive termination or expiration of this Agreement.

10. CHOICE OF LAW, FORUM SELECTION, AND ATTORNEY FEES

GROUP and CLIENT agree and stipulate that any disputes arising under this Agreement shall be resolved by the laws of the State of Iowa and that the proper venue shall be solely in the state and federal courts located in Polk County, Iowa. CLIENT and GROUP also agree and waive any right to jury trial for any disputes arising under this Agreement. In the event any party is forced to bring an action to enforce its rights under this Agreement, the prevailing party shall be entitled to its reasonable fees and expenses therefrom, including attorney fees.

11. NOTICES

All notices, requests, demands and other communications which are required or permitted to be given under this Agreement will be in writing and will be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, as follows:

if the GROUP, to:	Group Creative Services, Teva Dawson 1424 48th Street M. (515) 244-8590 E: Teva@GroupCreatives.com
if CLIENT, to:	Maggie Murray 200 2 nd Street NE Box 37 Bondurant, IA 50035 515.630.6985 planning@cityofbondurant.com

This Agreement is executed on day and year first written above.

CLIENT

_____ Date

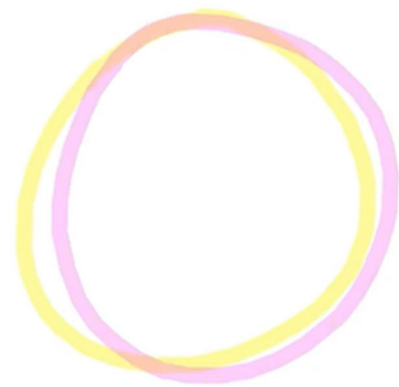
GROUP

_____ Date

Teva Dawson, Group Creative Services

SCHEDULE A

Draft design as previously approved through the Request for Proposal (RFP) Process



i/thee is a family and friends design
collaborative with projects around the world.
Our designs celebrate the co-sentience of
everything in the environment; living and
non-living; past and present;
I and thee.

This proposal envisions a series of five site-specific installations around Lake Petocka, designed to transcend the limitations of conventional architectural structures and foster a deeper connection between the community and its natural surroundings. Informed by the familiar spaces of a traditional domestic environment – the foyer, living room, gallery, garden, and dining room – these interventions aim to evoke a sense of comfort and familiarity within the broader natural context.

Spatial Dialogues in Nature: Our installations transcend conventional structures by engaging with the local ecology. They serve as channels, enabling a dialogue between inhabitants and their natural surroundings. Each space reflects the essence of its label, capturing the intricacies and nuances of domestic comfort while honoring the untamed beauty of the park.

Water as Design Collaborator: Embracing the dynamic interplay of water, these installations choreograph a dance with the elements. Water is not a passive backdrop but an active participant, shaping the forms and influencing the experience. Its presence amplifies the unavoidable connection between design and environment, creating a narrative where architecture harmonizes with the fluidity of the natural world.

Human-made vs. Natural: Lake Petocka embodies the modern dissonance between the human-made and the natural—on the one hand, it was initially created by Human intervention; on the other hand, it has grown into an essential part of the local ecology and community. In this vein, each of the five installations strives to bridge the gap between human-made and natural objects—each is necessarily made by people, yet also invites in natural phenomena (water and weather) as active participants in the design process.

A Tapestry of Interaction: These installations are more than static structures; they are catalysts for community engagement. They reimagine the park’s role, beckoning residents to interact, explore, and create memories within its spaces. By celebrating the union between humanity and nature, they weave a tapestry of experiences, bridging the gap between urban life and wilderness.

A Testament to Unity: As we craft these installations, we celebrate the community’s spirit, ingenuity, and reverence for the environment. They stand as monuments to Bondurant’s collective identity, forging a visual narrative that binds the city closer to the land, water, and each other.

Conclusion: This project is an ode to architectural innovation that transcends conventional boundaries. It is a symphony composed by nature and design, resonating with the essence of Bondurant’s landscape. Together, we shape spaces that not only inspire awe but also kindle a profound appreciation for the interconnectedness of our lives with the environment we inhabit.



SITE AS PROGRAM

The Foyer



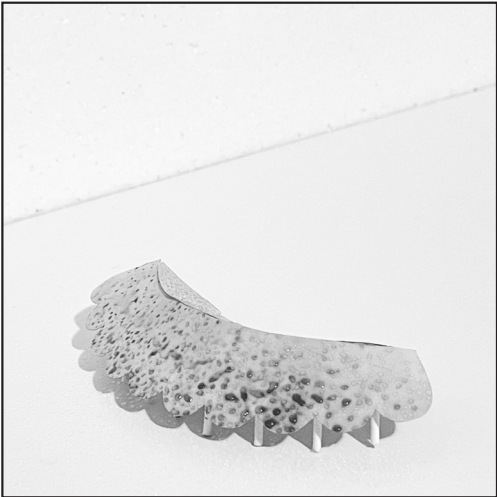
Water Freezes

The Living Room



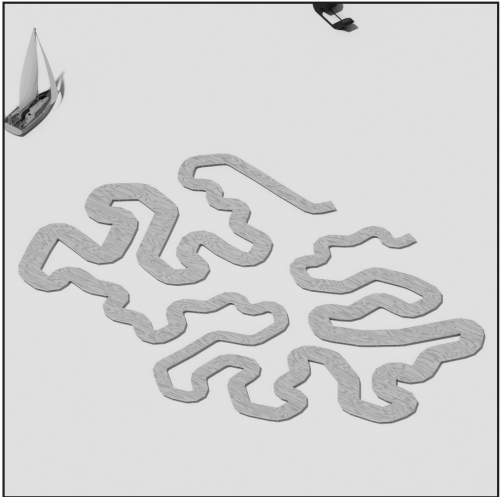
Water Cools

The Gallery



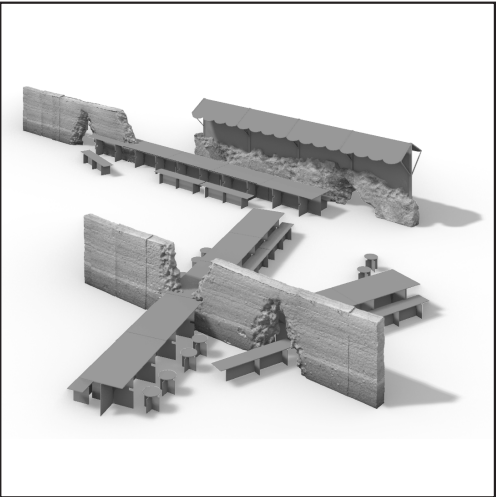
Water Changes

The Garden



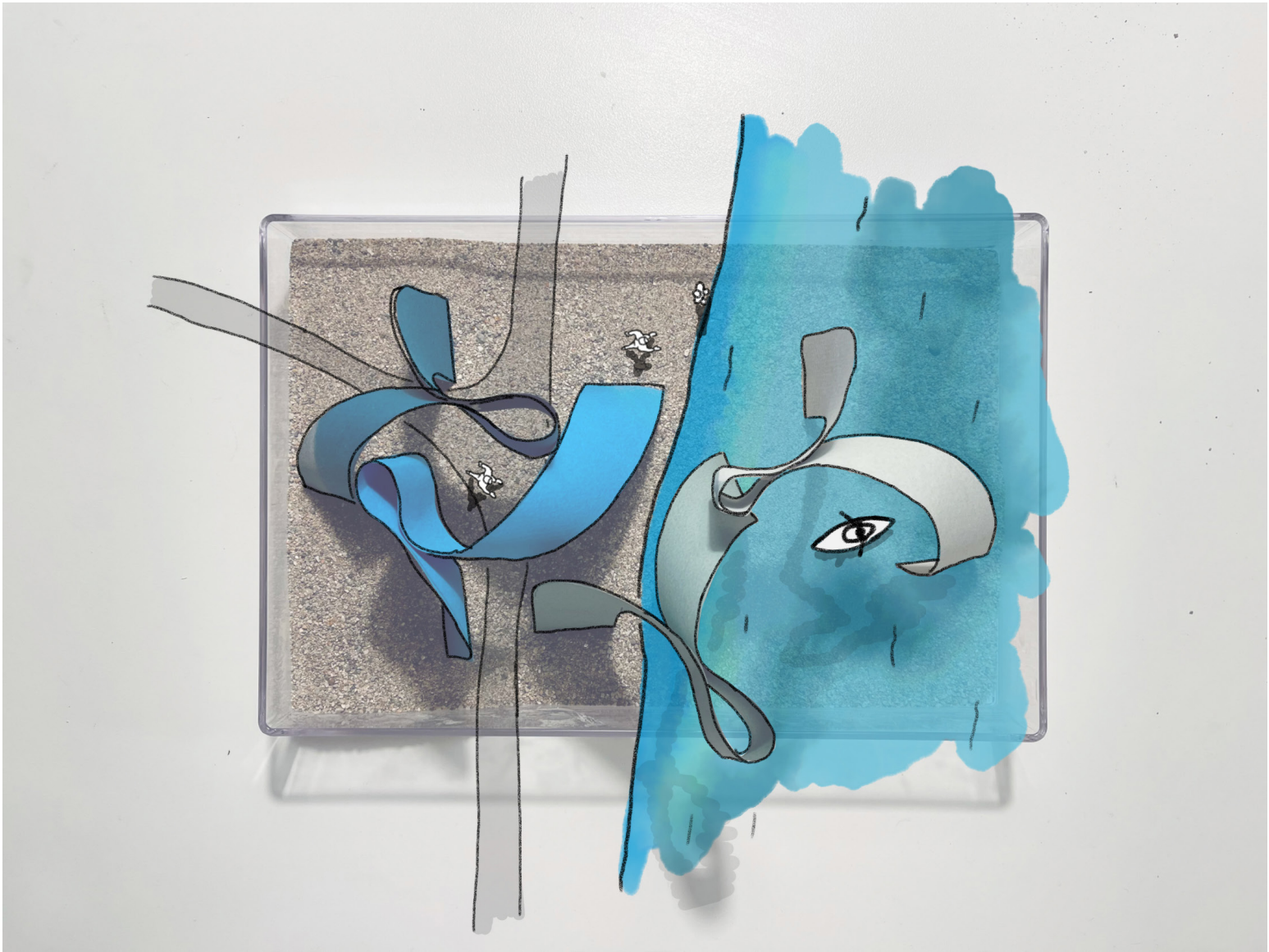
Floats on Water

The Dining Room



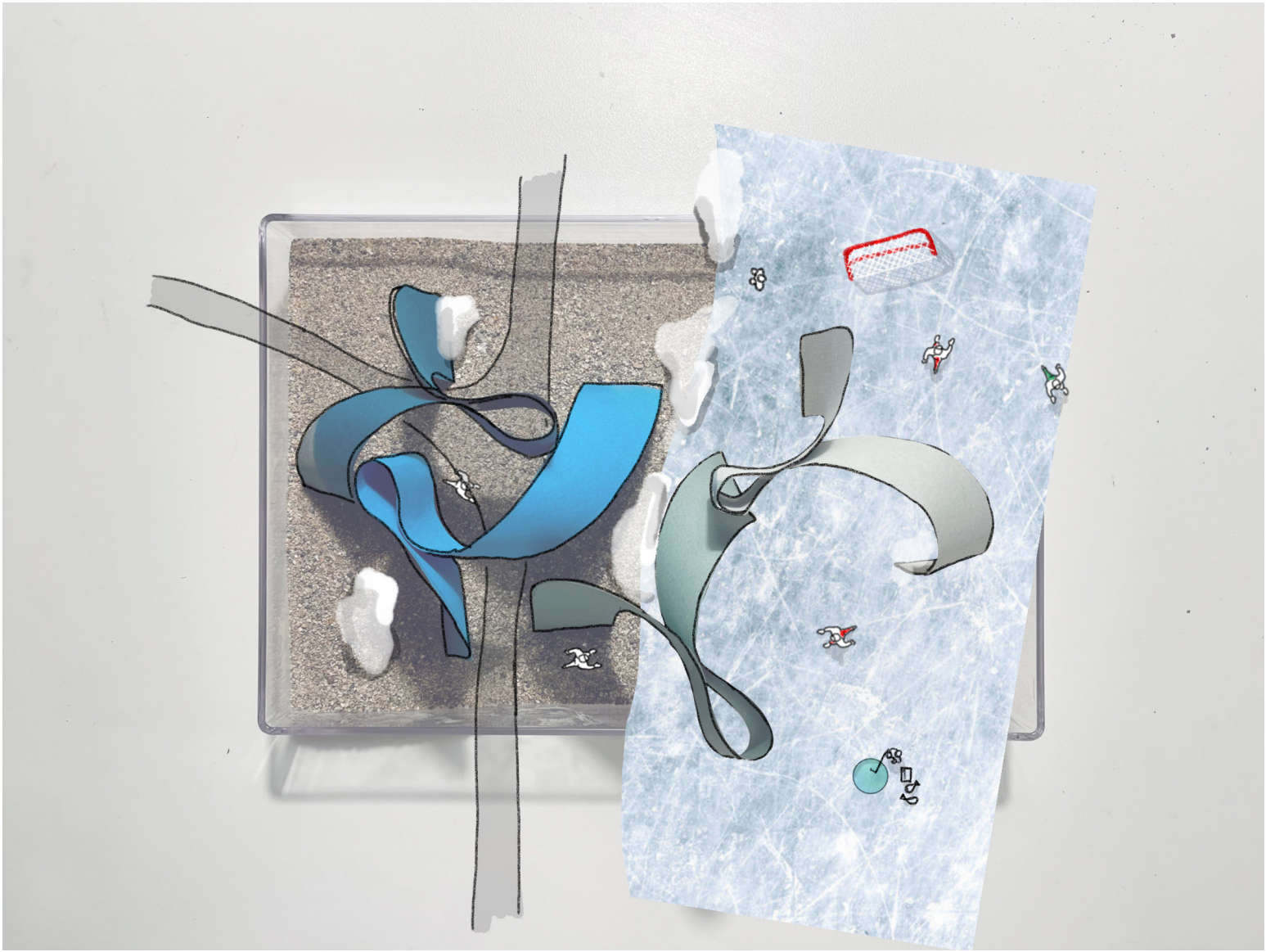
Water Erodes

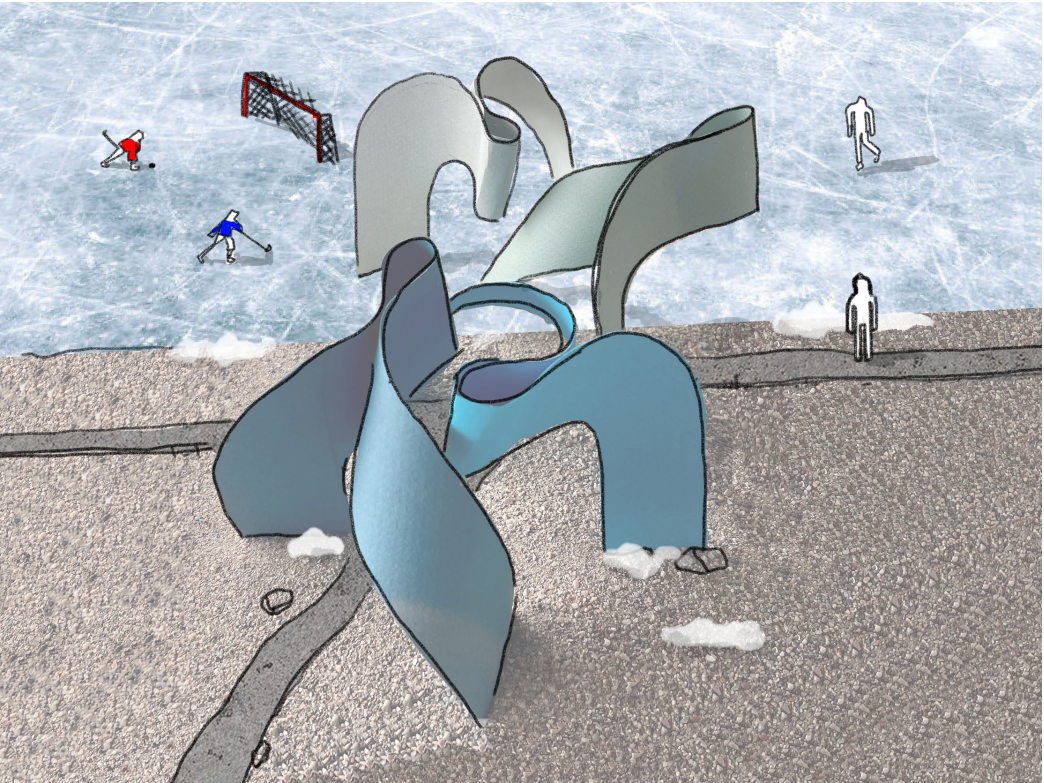
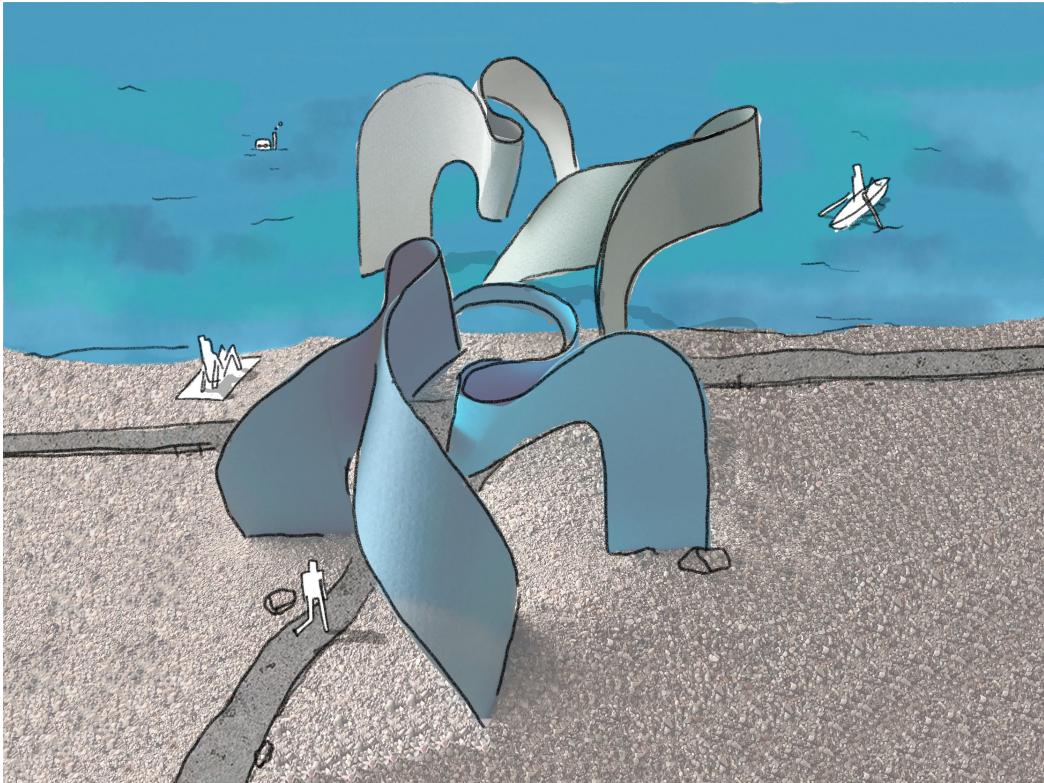
SITE AS COLLABORATOR

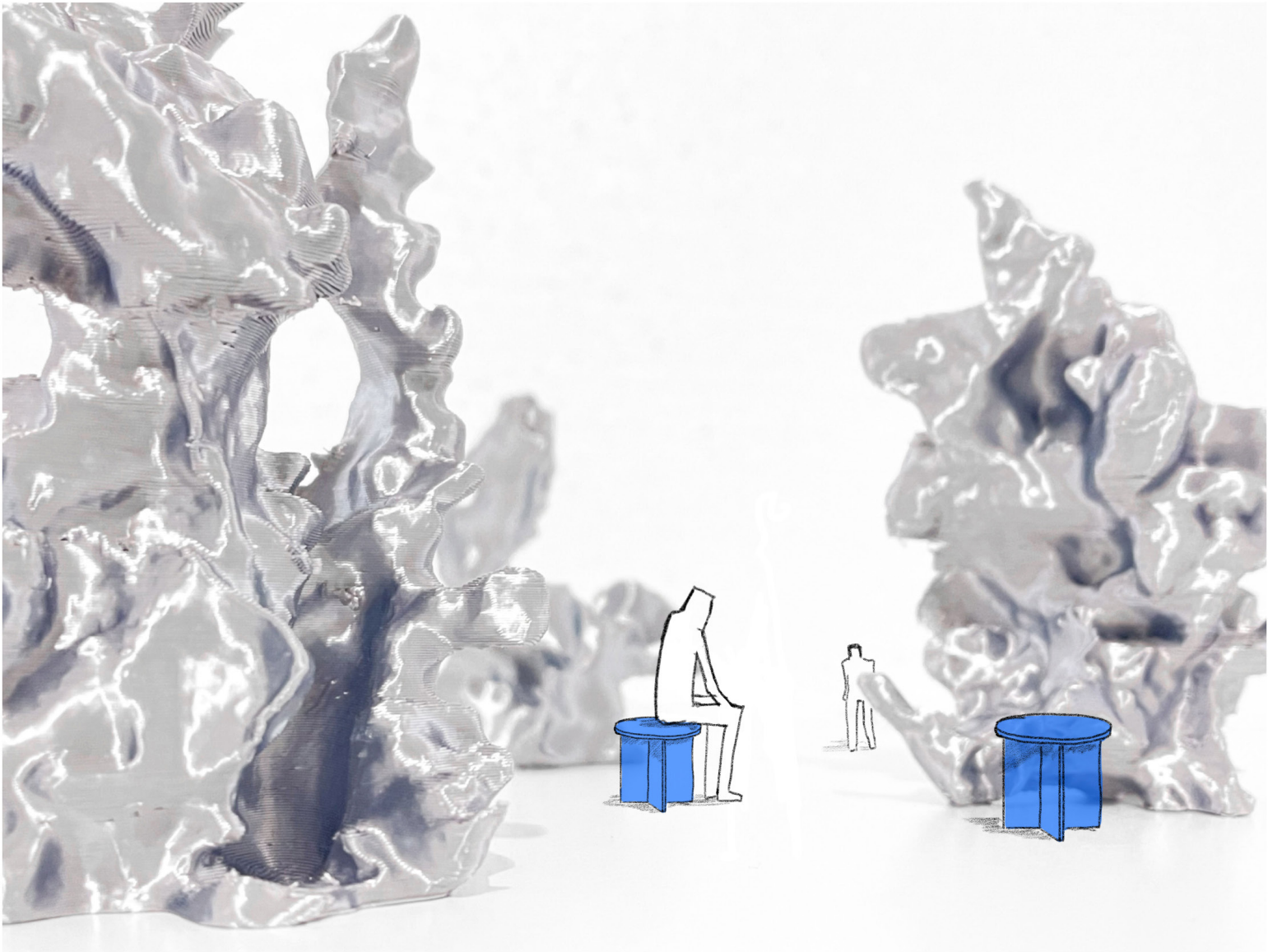


The Foyer

The Foyer is the gateway to the southernmost entrance of the site. A series of bending archways, pulling formal inspiration from the gentle wake of Lake Petocka, form a precession from the park entry directly into the outer bank of the lake itself. In the summer, the arches serve as a visual connection to the lake, as well as a floating sculpture that can be swam or kayaked through. When the lake freezes over, the connection to the lake becomes literal—the once visual connection becomes a continuous tunnel into the shallow edges of the lake.



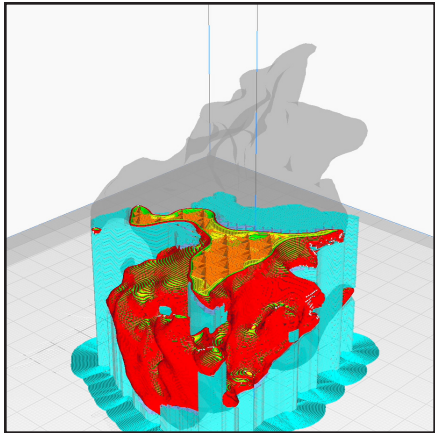
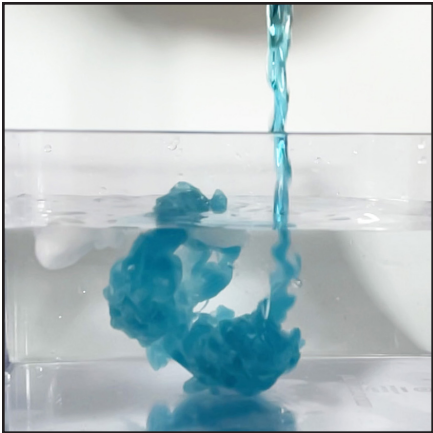




The Living Room

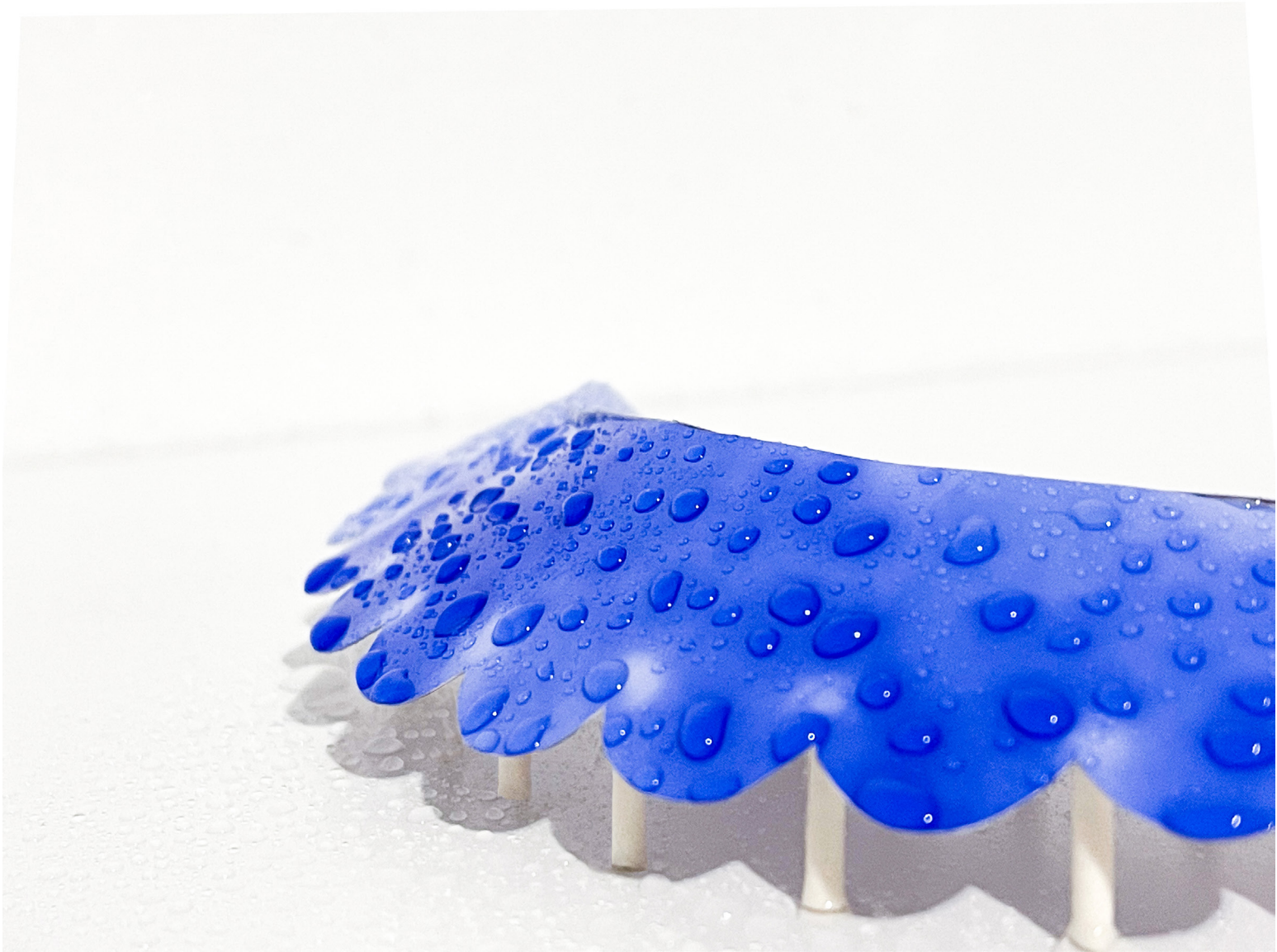
The Living Room is a series of three large 3-D printed sculptures intended to act as way-points at the north entrance of the site, while also creating a living space between them. The forms capture the motion of one liquid body moving within another and were generated by pouring hot wax into freezing water. When the two touch, the wax instantly cools to a solid, capturing an otherwise impossible moment of one liquid suspended within the other. The solid wax forms are then 3D scanned in order to be enlarged and 3-D printed at a larger scale.

Process Diagram



Hot Wax into Water —————→ *Wax Forms* —————→ *3D Scan & Print* —————→ *Final Forms*



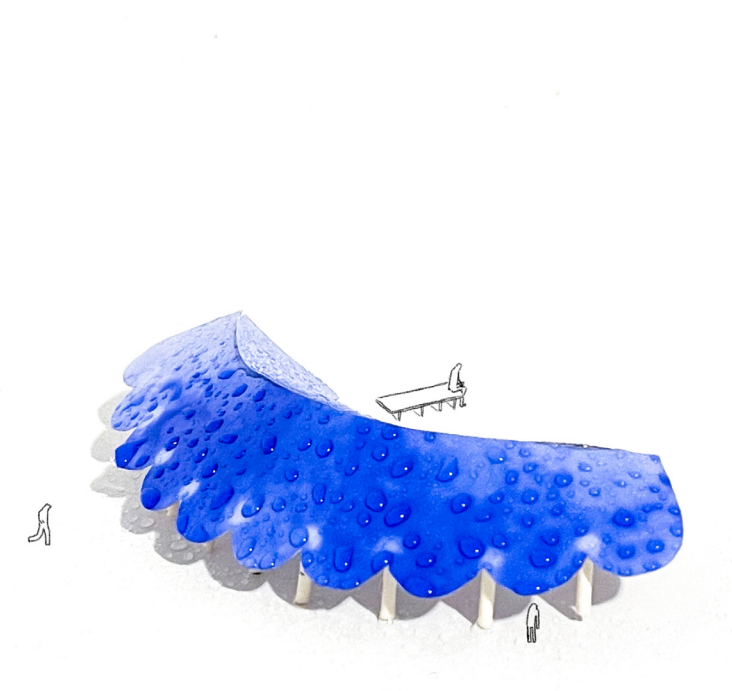


wet
blue

dry
white

The Gallery

The Gallery stands as a parametrically designed pavilion, purpose-built for hosting art exhibitions and other sheltered events. Its distinguishing feature lies in a mesmerizing roof adorned with scalloped panels that undergo a chromatic metamorphosis. This dynamic rooftop transforms in response to temperature shifts, transitioning into a vibrant blue hue during colder seasons. Leveraging the ambient rain and snow, this innovative feature orchestrates captivating, psychedelic experiences. Rain showers and snowfall become integral parts of an immersive, ever-evolving spectacle, transcending conventional notions of shelter and embracing atmospheric dynamics as integral elements of the pavilion’s artistic narrative.



Heavy Storm



Light Drizzle

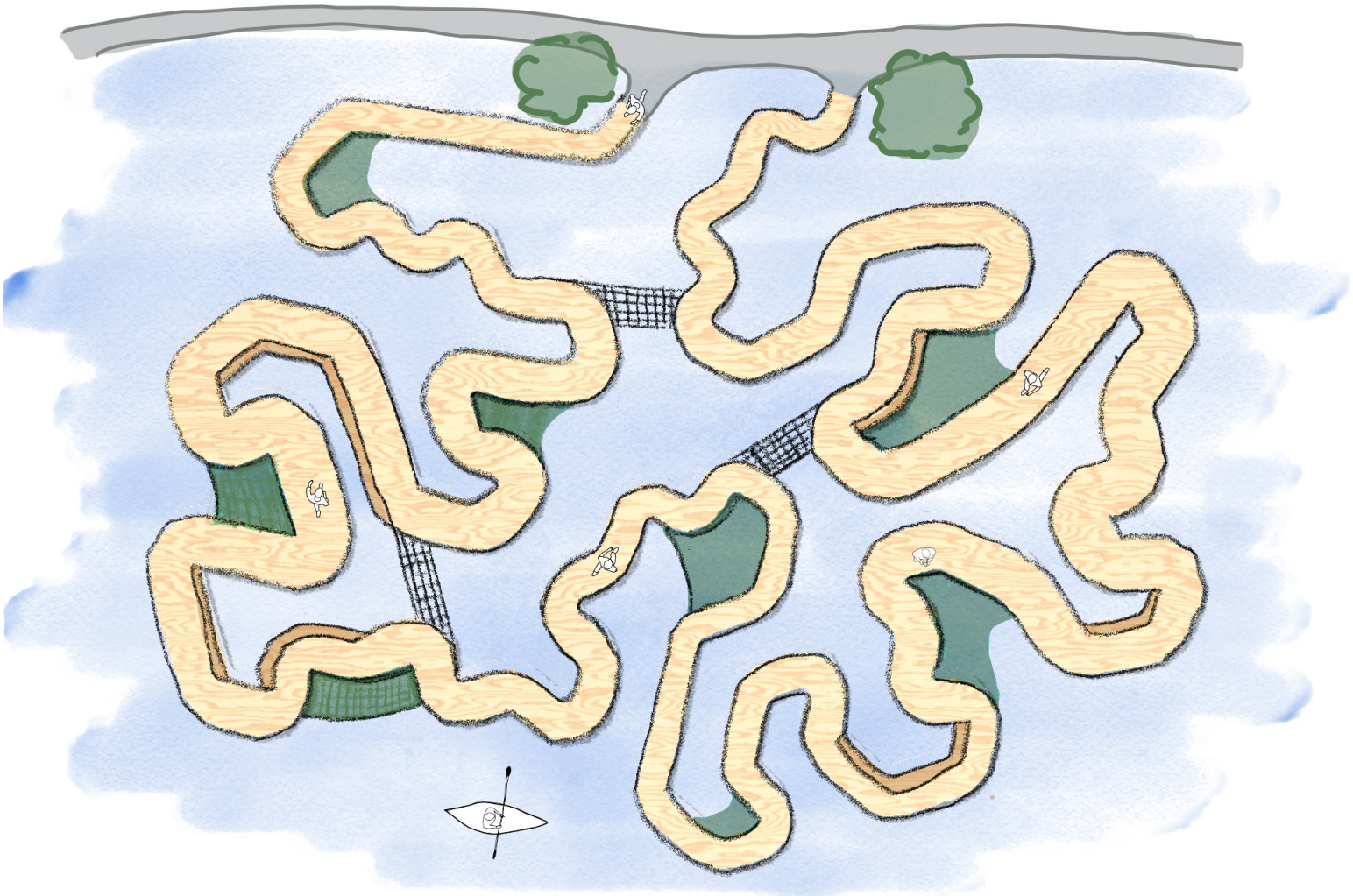


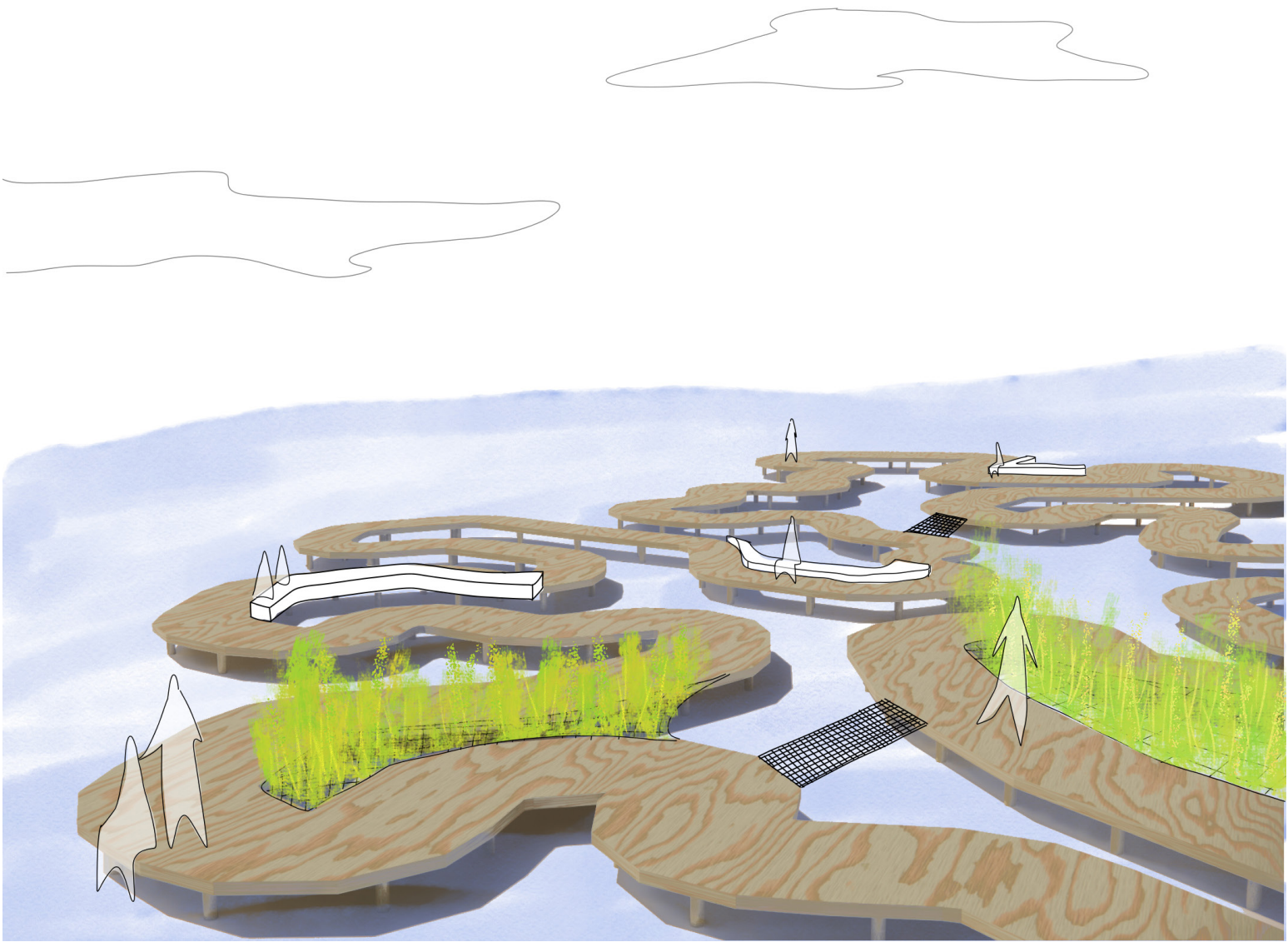
No Rain



The Garden

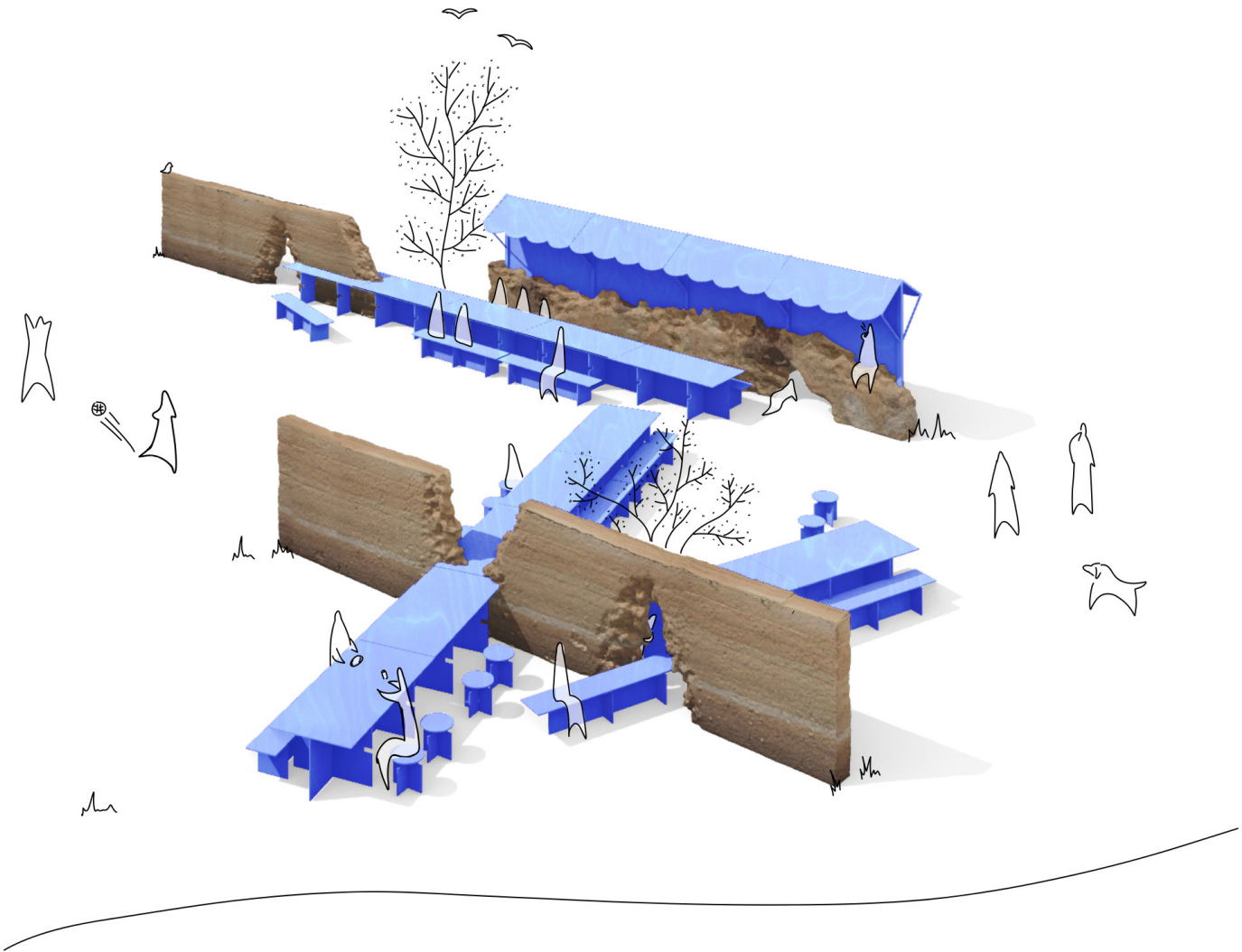
The garden is a floating boardwalk that extends the water's edge by 100%. The installation is designed using a differential growth algorithm, which creates the most efficient path within the smallest space. Here, the design packs 1,000 feet of new shoreline into a 15,000-square-foot area, simultaneously doubling the existing water's edge while providing new amenities in the form of floating gardens and fishing outposts for the community.

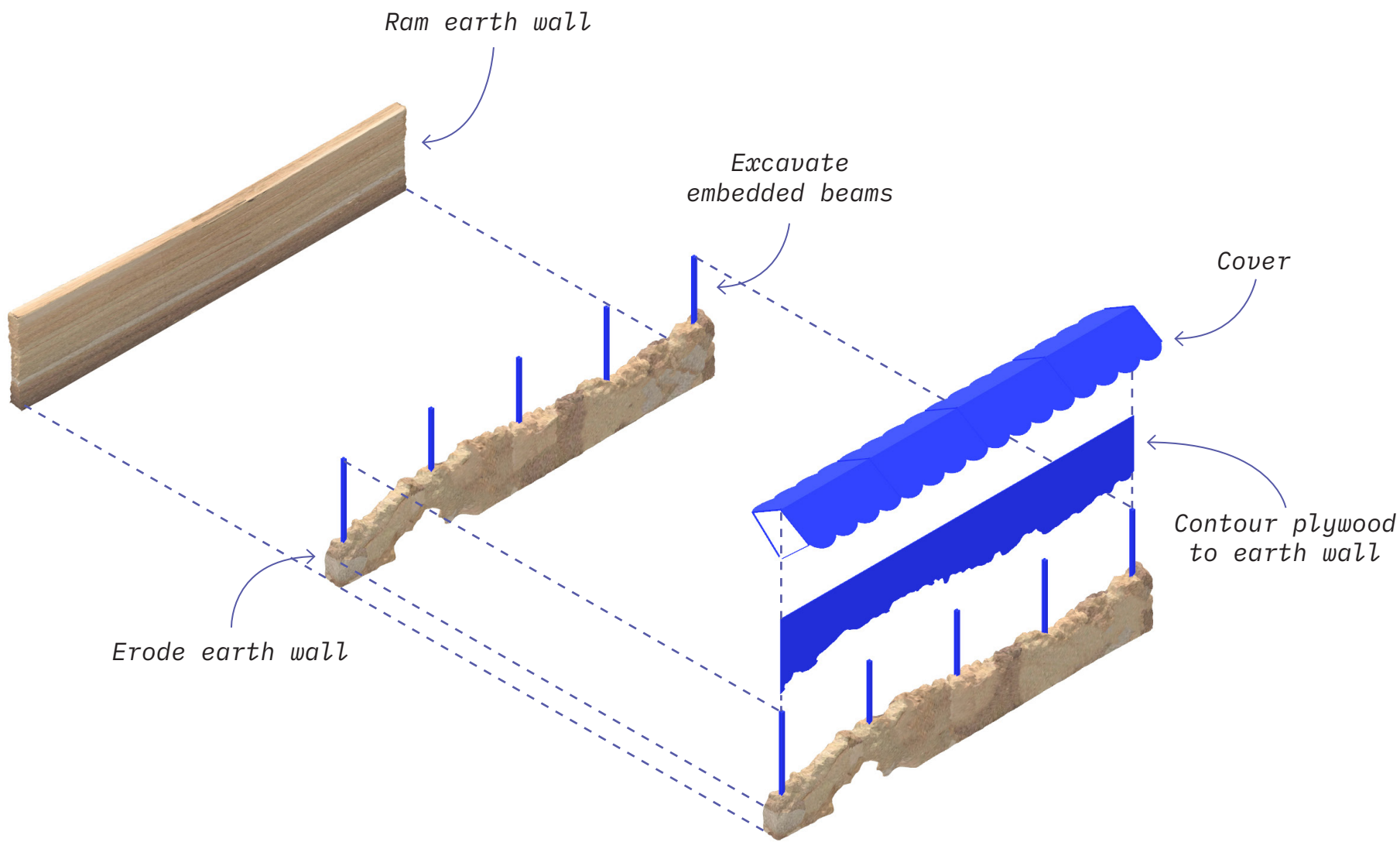


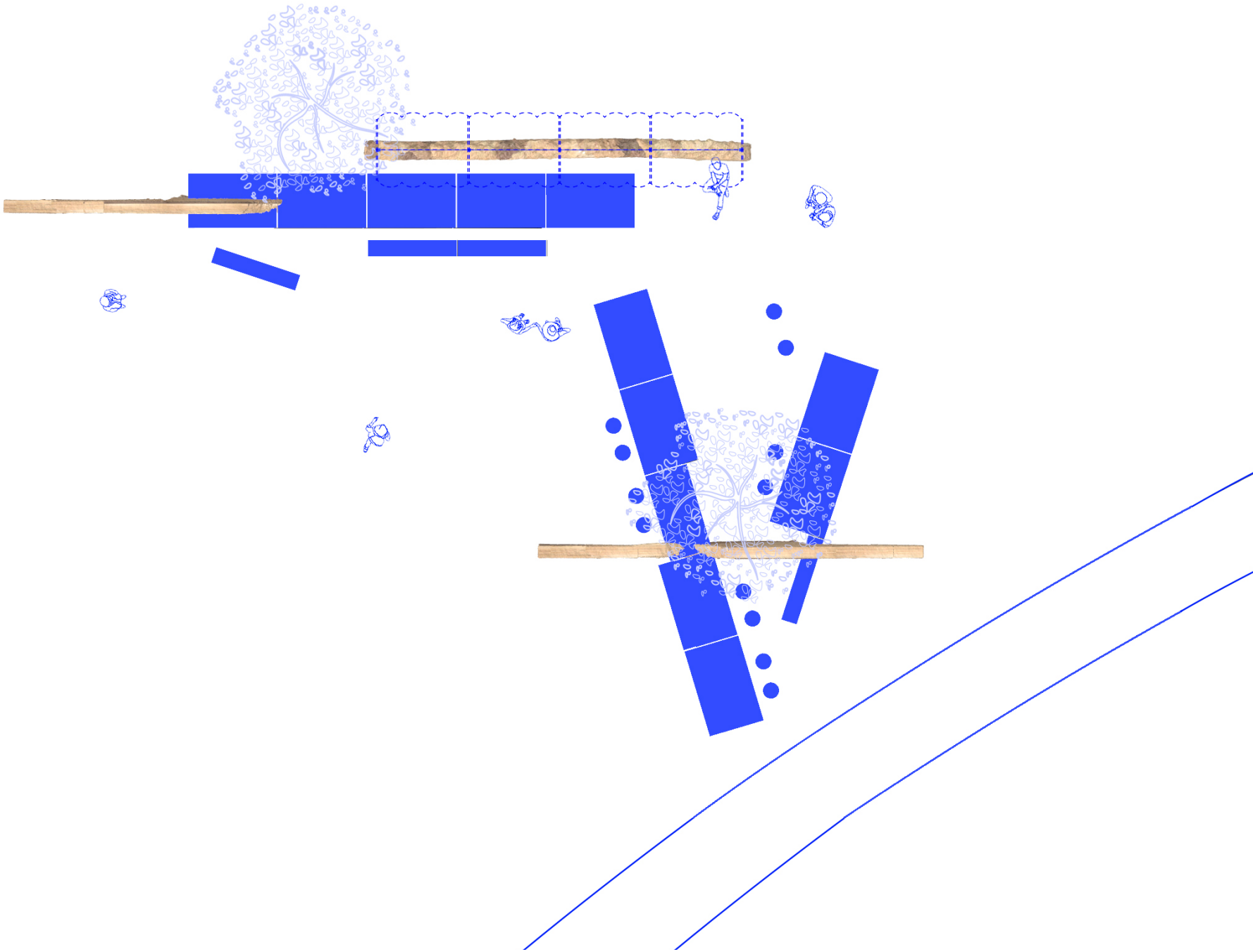


The Dining Room

The inaugural structure among the five installations is the Dining Room, an emblematic hub within any dwelling, fostering communal connections and conviviality. Three rammed earth walls are constructed in situ, using soil excavated from the site itself. Water is then used to excavate and erode the walls, emphasizing and exposing the materiality of the earth walls. Around the exposed portions of the earth, exaggerated dining tables, benches, and stools are contoured to the eroded forms. The large communal tables create a new way to engage with the site. Whether engaging in a serendipitous conversation with a neighbor or attending a birthday party stretched between the three structures, the dining room is the heart of the series of structures.







Timeline

	DEC	JAN	FEB	MAR	APR	MAY	JUN
PROJECT PROPOSAL							
DESIGN DEVELOPMENT							
MATERIAL SELECTION/PERMITS							
SITE PREPARATION							
CONSTRUCTION							
COMPLETION							

Thanks



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

Item No. 6.n.
For Meeting of 1/16/2024
Ordinance

TITLE: - (Second Reading) Ordinance approving a request for rezoning from the Agricultural (A-1) District to the Planned Unit Development (R-5) District in the Morgan Estates Plat 3 Preliminary Plat area

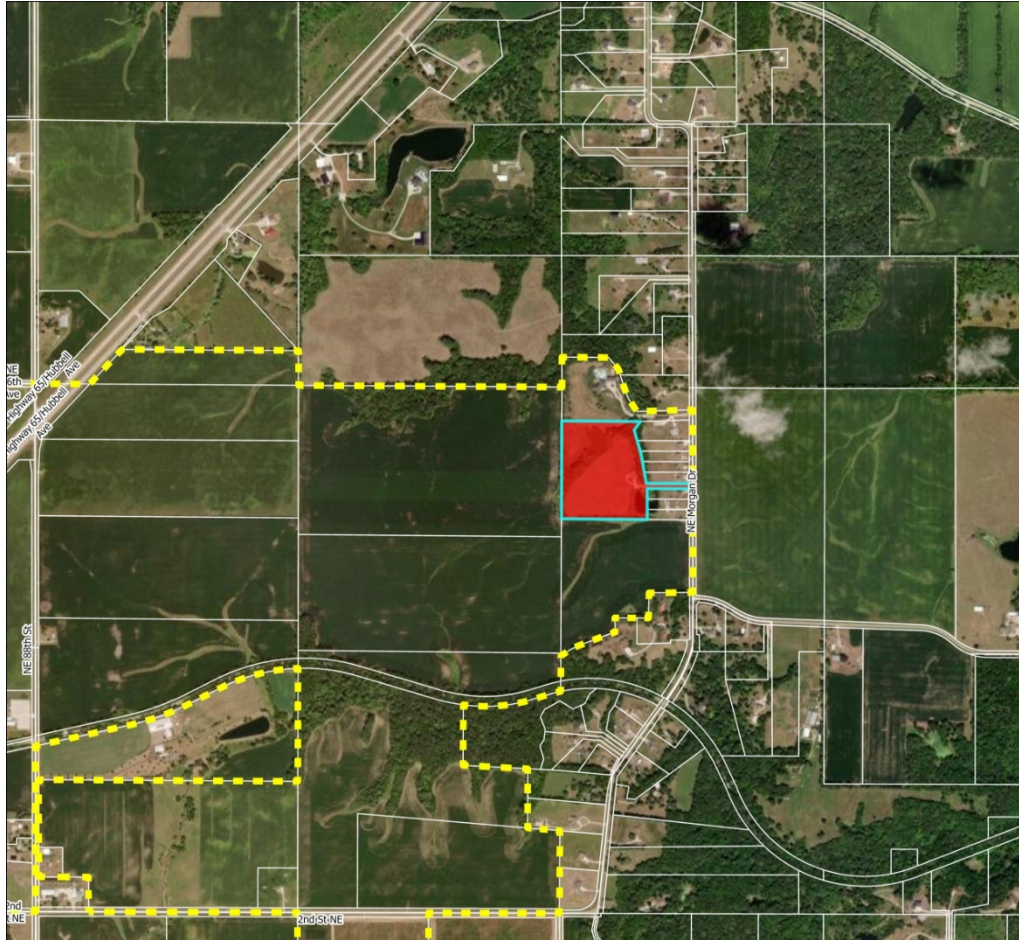
CONTACT PERSON:

Isaac Pezley, City Planner

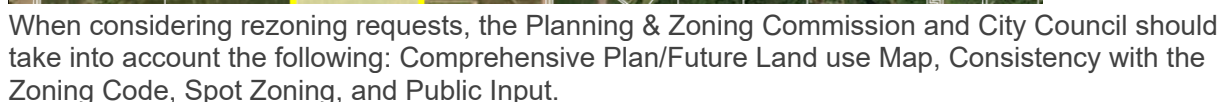
Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City is in receipt of a rezoning request for the Morgan Estates Plat 3 Preliminary Plat area. The rezoning request proposes change the zoning from the Agricultural (A-1) District to the Planned Unit Development (R-5) District. The owner of the preliminary plat area is Mary F Lohse. The preliminary plat engineer/surveyor and applicant is Vic Piagentini with Associated Engineering Company of Iowa. The Morgan Estates Plat 3 Preliminary Plat development proposes 4 lots for single-family detached development and one outlot (private street) on 18.87 acres. This preliminary plat area is located west of Morgan Estates Plat 2 and NE Morgan Drive. The Planning and Zoning Commission reviewed this Preliminary Plat at their October 12, 2023, meeting and determined the plat was not meeting the intent of the A-1 District. The applicant has submitted a rezoning request to change the zoning from the A-1 District to the R-5 District in order to include a private street which is not allowed in the traditional Low-Density Residential (R-1) District nor the Medium Density Residential (R-2) District. A private street is required, as the existing street frontage for this private street area is limited to 50' while the minimum public right-of-way width requirement is 60'.

Area Map:



Area Zoning Map:



Consistency with the Zoning Code – again, the purpose of the R-5 District requirement for this Morgan Estates Plat 3 Preliminary Plat area is because of the proposed private street. The R-5 District is required for this private street to ensure there are proper maintenance provisions established for long-term care of the proposed private street. If there were no private street proposed and this land could be considered for traditional zoning, the City's Low Density Residential (R-1) District could have been considered. The summary below helps summarize how the proposed Morgan Estates Plat 3 Preliminary Plat meets/exceeds R-1 District bulk regulation requirements:

- Page 118 of 138

- The R-1 District's minimum rear yard setback requirements is 35', while the minimum rear yard setback noted on the Morgan Estates Plat 3 Preliminary Plat is 50'.
- The minimum floor areas noted on the Morgan Estates Plat 3 Preliminary Plat match the minimum floor area requirements of the R-1 District.
- The maximum building height of 35' noted on the Morgan Estates Plat 3 Preliminary Plat matches the maximum building height requirement of the R-1 District.
- The maximum number of stories of 2.5 noted on the Morgan Estates Plat 3 Preliminary Plat matches the maximum number of stories noted in the R-1 District.
- Detached accessory structures must meet bulk requirements noted in Section 177.04 of the Zoning Code.

Spot Zoning

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

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

It does not appear that spot zoning will exist if the rezoning from A-1 to R-5 is approved, as the City's Future Land Use Map supports the rezoning. Further, uses in this general area are consistent with the use proposed.

Public Input

As required by the City's Zoning Code, letters were sent to property owners within 200' of the requested rezoning area notifying them of the proposed rezoning. Updates will be provided during the Planning & Zoning Commission if any public comment has been received.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 5-0, with one member absent, to recommend approval of the rezoning request at their December 14, 2023 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240102-200

CITY OF BONDURANT
ORDINANCE NO. 240102-200

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR REZONING FROM
THE AGRICULTURAL (A-1) DISTRICT TO THE PLANNED UNIT DEVELOPMENT (R-5)
DISTRICT ON PROPERTY AT 1300 NE MORGAN DRIVE

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

Section 1. PURPOSE. The purpose of this ordinance is to change the zoning from Agricultural (A-1) to Planned Unit Development (R-5) on the following property located in Bondurant, Polk County, Iowa as described as follows:

OUTLOT X IN MORGAN ESTATES LAT 2, AN OFFICIAL PLAT, ALL NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA, CONTAINING 18.87 ACRES, MORE OR LESS.

AND;

Section 2. FINDINGS. The City Council of the City of Bondurant, hereby makes the following findings:

1. That the Planning & Zoning Commission held a public hearing on December 14, 2023, and voted on recommended approval.
2. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map
3. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
4. That the public notice of this intended change has been published as required by law.

Section 3. HEREBY REZONED. The properties, above described, is hereby rezoned to the Planned Unit Development (R-5) District.

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

Section 5. SEVERABILITY. If any section, provisions, sentence, clause, phrase, or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 6. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa this ____ day of _____, 2024.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: January 2, 2024

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No., was published as required by law on the .

Shelby Hagan
City Clerk



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

Item No. 6.o.
For Meeting of 1/16/2024
Ordinance

TITLE: - (Second Reading) Ordinance amending the 2019-approved Harvest Meadows Planned Unit Development related to Area 'D'

CONTACT PERSON:

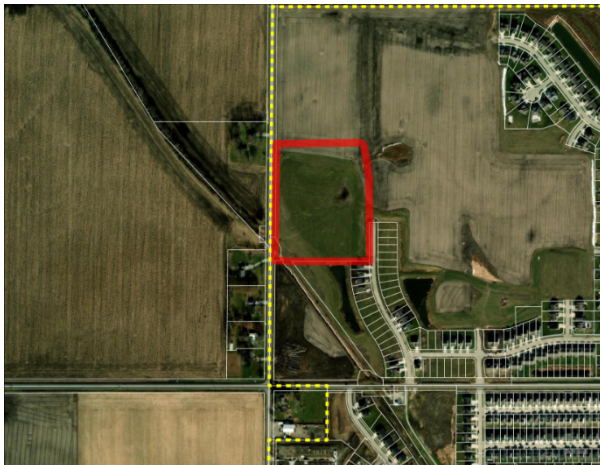
Isaac Pezley, City Planner

Maggie Murray, Planning & Community Development Director

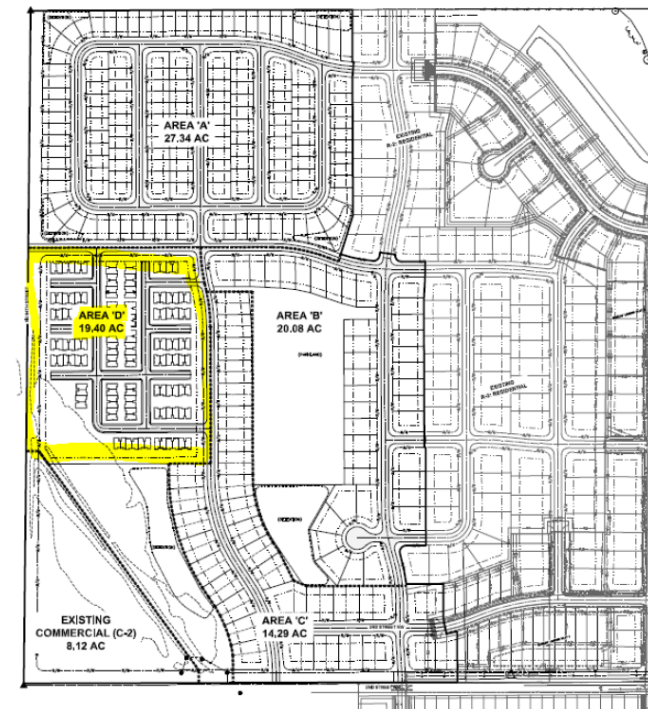
BRIEF HISTORY & ANALYSIS: If the City Council votes to approve amending the Future Land Use Map, then the Council may also move forward with this substantial modification public hearing/resolution request.

The City has received a substantial modification request to increase the number of townhome units in Area D of the 2019-approved Harvest Meadows Planned Unit Development. This substantial modification request would increase the number of townhomes from 130 to 144. This is considered a substantial modification because it increases the number of dwelling units within Area D. The Zoning Code notes that substantial modifications shall be processed in the same manner as a rezoning request whereby the Planning & Zoning Commission and City Council must both hold a public hearing prior to City Council's ordinance consideration.

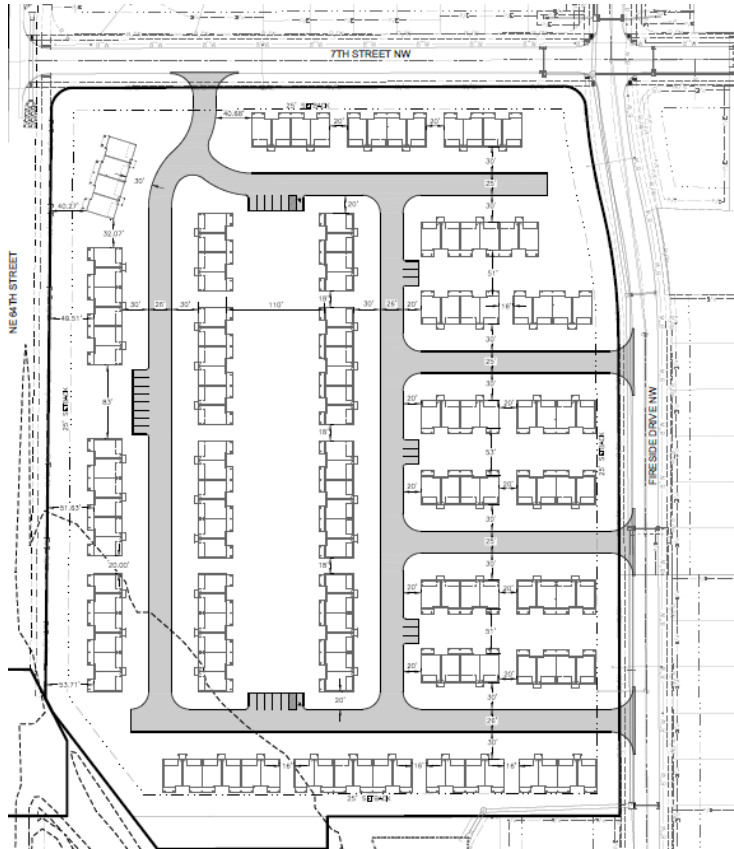
Aerial of Area D:



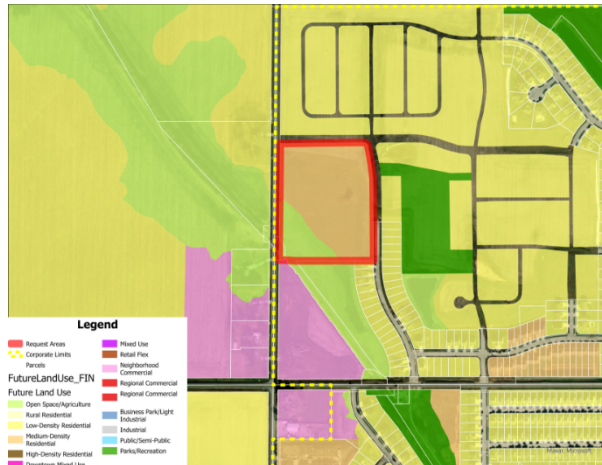
2019 Harvest Meadows Planned Unit Development Plan - shows 130 townhome units:



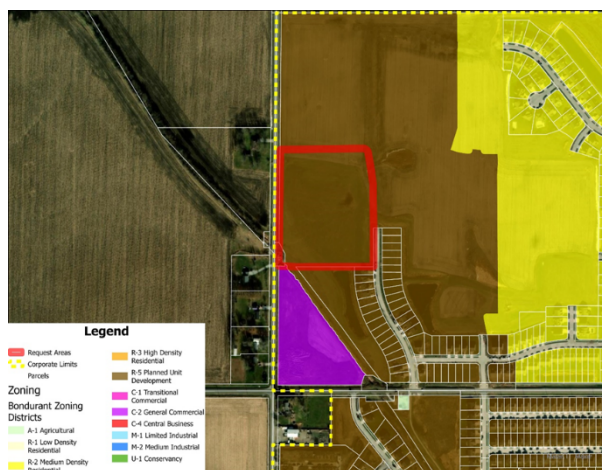
2023 Harvest Meadows Planned Unit Development Substantial Modification Request - shows 144 townhome units:



The City's Future Land Use Map, which guides potential rezoning requests but is not the regulatory tool like the Zoning Ordinance/Map, currently guides the majority of this area for Medium-Density Residential use, while a portion of this land is currently in the process of potentially being amended from the Open Space/Agricultural designation to the Medium-Density Residential designation. The properties are outlined in red below. There is Low Density Residential to the north, northwest and east of the property. Neighborhood Commercial is to the south and Open Space/Ag is to the south and west of the property. The area proposed to be amended is currently located in the Open Space/Agricultural area. An amendment to the Future Land Use Map should be completed prior to City Council approval of the PUD amendment.



The property in question is currently zoned Planned Unit Development (R-5). The requested amendment would not change the zoning of the property but would instead be a substantial modification to the existing Harvest Meadows PUD. The property is outlined in red on the City Zoning Map below:



Analysis:

Items for consideration by the Planning & Zoning Commission:

- The current substantial modification request does not result in any increase in townhome units outside of Future Land Use Map Amendment Area/Floodplain Area. The additional fourteen units will be located within the Future Land Use Map Amendment/elevated Floodplain Area only. This is consistent with the preliminary feedback relayed by the Commission during their meeting on October 12, 2023.
- The proposed density of 12 units per acre meets the description of Medium Density Residential included as part of the Building Bondurant Comprehensive Plan (7-12 units per acre).
- With this substantial modification request, the developer has proactively addressed other items noted during the Commission's October 12th discussion,

including lengthening the driveways to 30' and providing for multiple guest parking space areas.

- If this substantial modification request is ultimately approved by City Council, the developer will next need to submit the detailed preliminary plat/site plan layout document for review by the Planning & Zoning Commission and City Council.

Public Input

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

FUNDING SOURCE: NA

STAFF RECOMMENDATION: The Planning and Zoning Commission voted 5-0, with one member absent, to recommend approval of the Harvest Meadows PUD amendment at their December 14, 2023 meeting.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240102-201

CITY OF BONDURANT
ORDINANCE NO. 240102-201

ORDINANCE REGARDING APPROVAL OF THE REQUEST FOR MODIFICATION OF
HARVEST MEADOWS AREA D PLANNED UNIT DEVELOPMENT

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

Section 1. PURPOSE. The purpose of this ordinance is to amend the Harvest Meadows Area 'D' Planned Unit Development area, on the following property located in Bondurant, Polk County, Iowa as described as follows:

A PART OF OUTLOT 'Z' AND STREET LOT 'C', HARVEST MEADOWS PLAT 1, AN OFFICIAL PLAT AND A PART OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN, ALL IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 'Z'; THENCE SOUTH 89°50'11" WEST ALONG THE NORTH LINE OF SAID OUTLOT 'Z', 194.01 FEET; THENCE SOUTH 00°09'49" EAST, 36.19 FEET; THENCE SOUTH 89°50'11" WEST, 191.08 FEET TO THE WESTERLY LINE OF SAID OUTLOT 'Z'; THENCE NORTH 37°26'04" WEST ALONG SAID WESTERLY LINE AND THE NORTHWESTERLY EXTENSION THEREOF, 194.28 FEET TO THE EASTERLY RIGHT OF WAY LINE OF NE 64TH STREET; THENCE NORTH 27°07'11" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, 53.81 FEET; THENCE NORTH 89°25'05" WEST, 33.00 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE NORTH 00°34'55" EAST ALONG SAID WEST LINE, 684.08 FEET; THENCE NORTH 89°50'11" EAST, 678.05 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE EASTERLY WHOSE RADIUS IS 650.00 FEET, WHOSE ARC LENGTH IS 144.83 FEET AND WHOSE CHORD BEARS SOUTH 06°32'48" EAST, 144.53 FEET; THENCE SOUTH 12°55'47" EAST, 27.34 FEET; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY WHOSE RADIUS IS 650.00 FEET, WHOSE ARC LENGTH IS 144.83 FEET AND WHOSE CHORD BEARS SOUTH 06°32'48" EAST, 144.53 FEET; THENCE SOUTH 00°09'49" EAST, 536.90 FEET; THENCE SOUTH 89°50'11" WEST AND ALONG THE NORTHERLY LINE OF SAID HARVEST MEADOWS PLAT 1, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 13.80 ACRES (601,038 SQUARE FEET).

AND;

Section 2. FINDINGS. The City Council of the City of Bondurant, hereby makes the following findings:

1. That the Planning & Zoning Commission held a public hearing on December 14, 2023, and voted on recommended approval.
2. That the zoning change will create consistency between the City's Future Land Use Map and Official Zoning Map
3. That the zoning change will maintain a consistency with adjacent land uses and provide a transition for adjacent zoning.
4. That the public notice of this intended change has been published as required

by law.

Section 3. **HEREBY AMENDED.** The properties, above described, is hereby amended to the submitted Harvest Meadows Area 'D' Planned Unit Development

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

Section 5. **SEVERABILITY.** If any section, provisions, sentence, clause, phrase, or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 6. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

Passed and approved by the City Council of the City of Bondurant, Iowa this ____ day of _____, 2024.

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: January 2, 2024

SECOND CONSIDERATION:

THIRD CONSIDERATION:

CLERK'S CERTIFICATE

I, Shelby Hagan, hereby certify that the foregoing Ordinance No., was published as required by law on the .

Shelby Hagan
City Clerk



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

Item No. 7.a.
For Meeting of 1/16/2024
Resolution

TITLE: - Resolution of endorsement for the City of Bondurant's pre-application to the Iowa Economic Development Authority's Community Catalyst Grant Program to be used for remediation and rehabilitation of a building in the Downtown Area

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant anticipates the need to assist in preparing a pre-application due January 29, 2024 to be submitted to the Iowa Economic Development Authority's (IEDA) Community Catalyst Building Remediation Program. Cities are eligible to request up to \$100,000 in grant funding under this program. The grant funding must be used for remediation or redevelopment of an underutilized building within the community. In order for a project to qualify, the building must be considered a community catalyst. The IEDA defines community catalyst as being: a building, if remediated, that would stimulate additional economic growth or reinvestment in the community, especially private sector financial investment.

The City of Bondurant may submit only one pre-application per year. At the time of writing this agenda statement, only one property owner has expressed interest in partnering with the City to have a pre-application submitted. This property owner is Bill Elson at 10 Main Street SE. 10 Main Street SE was placarded in December 2023 as being an unsafe building. The property owner is interested in pursuing grant funds to assist in rehabilitating this building so that it can be occupied again.

This agenda statement will be updated prior to the 1/16/2024 meeting if any other potential downtown-area property owners have expressed interest in potentially partnering with the City of Bondurant to have a pre-application prepared for their site. If this is the case, the below grant scoring criteria will be reviewed by the City Council to make a determination on which project the City of Bondurant will assist in having a pre-application prepared:

Scoring Criteria (100 points total)

Existing Building (10 points total)

Building Improvements (20 points total)

Economic Impact (30 points total)

Project Funding, Budget and Partnerships (30 points total)

Impact on Area/District (10 points total)

If the City of Bondurant's pre-application is considered successful, the City will be invited to submit a full application due in mid-April 2024. Awarded grants will be announced by the IEDA in June 2024. A project may start after the award letter has been received by the City after IEDA's grant announcement. A project must be completed within 24 months after the grant award.

If Bondurant's grant application request is awarded, the IEDA will enter into an agreement with the City of Bondurant. The City would then enter into a development agreement between the City and the private developer so that these funds can be used by the developer. Funds shall be used for reimbursement costs directly related to the project.

The following information must be included as part of the City's pre-application:

- Brief description of project.
- Describe what is driving this project locally.
- How and why this building was selected.
- Describe the impact of the catalyst grant on the project.
- Total dollars applied for and estimated total project cost.
- City's financial contribution and/or in-kind contribution.
- Property owner's contribution.
- Attach a map with the project address.
- Attach photos and the building/site.
- Building ownership information.
- City Letter of Support

The Community Catalyst Building Remediation Grant Program is a competitive program. Approximately 10 projects statewide are funded each year. 40% of Community Catalyst Building Remediation Grant Funds must be reserved for communities having a population of less than 1,500 people.

FUNDING SOURCE: N/A to submit application

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240116-25

CITY OF BONDURANT
RESOLUTION NO. 240116-25

RESOLUTION OF ENDORSEMENT FOR THE CITY OF BONDURANT'S PRE-
APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY'S
COMMUNITY CATALYST GRANT PROGRAM TO BE USED FOR REMEDIATION
AND REHABILITATION OF A BUILDING IN THE DOWNTOWN AREA

WHEREAS, a developer has approached the City of Bondurant regarding a proposed building rehabilitation project in downtown Bondurant; AND

WHEREAS, this site is located within the City's Central Business (C-4) District; AND

WHEREAS, this site is underutilized and in need of rehabilitation where such rehabilitation would help to ensure that one of Bondurant's downtown-area buildings remains for the decades to come; AND

WHEREAS, Chapter 7 of the Building Bondurant Comprehensive Plan is titled Community Character + Downtown and the following goals of the Comprehensive Plan support this project; AND

- Preserve and strengthen Bondurant's hometown feel as the community continues to evolve.
- Remain a strategic partner for local organizations, businesses, and residents.
- Foster a vibrant and diverse downtown so that the area serves as a unique destination for residents and visitors.

WHEREAS, renovation of the site would be considered catalytic, meaning its renovation may help drive other downtown-area redevelopment efforts, specifically the 24-acre Landus redevelopment site in downtown Bondurant also located along the Chichaqua Valley Trail; AND

WHEREAS, the City of Bondurant is appreciative of the opportunity to apply for funds through the Community Catalyst Building Remediation Grant Program to assist with renovation of this catalytic building in downtown Bondurant.

NOW, THEREFORE, BE IT RESOLVED, that the Bondurant City Council authorizes City Staff to submit the City's pre-application grant request in the amount of \$100,000 to the Community Catalyst Building Remediation Grant Program.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 16th day of January 2024.

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				



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

Item No. 8.a.
For Meeting of 1/16/2024
Ordinance

TITLE: - Discussion and possible consideration of Ordinance amending Chapter 1.15 of the City Code of Ordinances to add an appeal section for fines and judgments

CONTACT PERSON:

Marketa Oliver, City Administrator
Jene Jess, Finance Director

BRIEF HISTORY & ANALYSIS: The attached ordinance amends section 1.15 of the Code of Ordinances related to provisions pertaining to the payment of fines, fees, and judgments. The City needs to make ordinance adjustments to comply with the new income offset rules. The City attempts to recover delinquent ambulance bills and utility bills, among other fund owed the City through income offset.

Recently, there was a new interpretation by the Iowa Department of Revenue about income offset that makes it impossible for the City to use the program without making an ordinance adjustment. It should be noted that this is the City's attempt to comply with new requirements. The Iowa Department of Revenue still has not officially provided guidance, so we may have to tweak this language once they provide feedback; however, we wish to move forward at this point so that we can continue to use income offset. We are not able to use it at this point because of the new regulation interpretation.

FUNDING SOURCE: This is a revenue source.

STAFF RECOMMENDATION: Discuss ordinance and take action as deemed appropriate by the City Council, which can include modifying, tabling, or approving the ordinance.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240116-203

**CITY OF BONDURANT
ORDINANCE NO. 240116-203**

**AN ORDINANCE AMENDING SECTION 1.15 OF THE CODE OF ORDINANCES OF
THE CITY OF BONDURANT, IOWA, BY AMENDING PROVISIONS PERTAINING TO
THE PAYMENT OF FINES, FEES, AND JUDGMENTS**

WHEREAS, the City Council finds it necessary to amend the provisions of the City Code of Ordinances from time to time.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of Bondurant, Iowa as follows:

SECTION 1. AMEND SECTION 1.15 PAYMENT OF FEES, FINES OR UNSATISFIED JUDGMENTS AS A PREREQUISITE TO ISSUANCE BY THE CITY OF A LICENSE OR PERMIT. The Code of Ordinances of the City of Bondurant, Iowa, is amended by deleting, changing and/or adding the following text (additions in green, with deletions in red and lined through):

1.15 ~~NON-PAYMENT OF FEES, FINES OR UNSATISFIED JUDGMENTS AS A PREREQUISITE TO ISSUANCE BY THE CITY OF A LICENSE OR PERMIT.~~

1. For any outstanding amounts due the City, prior to commencing a lawsuit or sending the amounts to the State Offset Program, the City shall: (A) send a final notice stating that, unless the amounts are paid in full within thirty (30) days, or the City Clerk receives a request for hearing, a lawsuit shall be commenced or the amount will be sent to the State Offset Program; (B) if the amount is unpaid after thirty (30) days and no request for hearing is received, the City shall have the option to commence a lawsuit or send the amount to the State Offset Program; (C) if the City Clerk receives a request for hearing, a hearing will be held at a City Council meeting with the Council voting to uphold, reduce, or eliminate the amount owed; and (D) if any amounts still owing remain unpaid more than thirty (30) days after the Council's decision, the City shall have the option to commence a lawsuit or send the amounts to the State Offset Program.

2. Prior to the issuance of a license or permit by the City, the City Clerk shall make a diligent search of City records to determine if the applicant owes any fines or fees to the City or has an unsatisfied judgment in favor of the City. If there are fines or fees due and owing, such fines or fees, or both, shall be paid in full, prior to the issuance of a license or permit. If the applicant has an unsatisfied judgment in favor of the City, that judgment must be satisfied with evidence of such presented to the City Clerk, prior to the issuance of the license or permit.

SECTION 2. REPEALER. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be effect from and after its final passage, approval and publication as provided by law.

PASSED AND ENACTED by the City Council of Bondurant, Iowa, the _____ day of _____, 2024.

Doug Elrod, Mayor

ATTEST:

Shelby Hagan, City Clerk

(SEAL)

FIRST CONSIDERATION:
SECOND CONSIDERATION:
THIRD CONSIDERATION: