

**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/85220252195>*

NOTICE OF A REGULAR MEETING BONDURANT CITY COUNCIL MARCH 4, 2024

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 PM on March 4, 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
 - a. Proclamation for Years of Service
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 February 20, 2024, City Council Meeting Minutes
 - b. Claims List
 - c. Applications for City Council Approval
 - d. Receive & File - Parks and Recreation Board Meeting Minutes from December 2023
 - e. - Resolution approving proposal from Hotel Appraisers & Advisors for a Hotel Market Study
 - f. - Resolution affixing a date for a public hearing to consider adoption of the Major Streets Master Plan
 - g. - Resolution accepting the Quit Claim Deed for Pleasant Street SE in the Hawthorne Crossing Plat 2 Area
 - h. - Resolution affixing a date for a public hearing to consider text amendments to Section 181.13 of the Zoning Code regarding electronic message displays
 - i. - Resolution Approving Purchase of 2 New Pickups from Stivers Ford in amount not to exceed \$102,312.00
7. **Public Hearing**

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.

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- a. Public Hearing to consider text amendments to Sections 179.01, 180.04, 180.05, and 180.07 of the Zoning Code regarding Stormwater Detention and Retention Basin Setback Requirements
 - b. Public Hearing to consider text amendments to Section 177.04 of the Zoning Code regarding Accessory Structure Setback Requirements
8. Action Items
 - a. - Consideration of ordinance amending Sections 179.01, 180.04, 180.05, and 180.07 of the Zoning Code regarding Stormwater Detention and Retention Basin Setback Requirements
 - b. - Consideration of ordinance amending Section 177.04 of the Zoning Code regarding Accessory Structure Setback Requirements
9. Discussion Items -
 - a. BRAVO ICON Art Grant
10. Reports / Comments and appropriate action thereon:
 - a. Mayor
 - b. Council Members
 - c. Administrator
 - d. Directors
11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
12. Adjournment

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

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

Item No. 5.a.
For Meeting of 3/4/2024
Presentation

TITLE: Proclamation for Years of Service

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS: Rebecca Morris has exemplified unparalleled devotion and tireless service throughout her employment with Bondurant Emergency Services. Rebecca Morris commenced her journey with Bondurant Emergency Services on August 6, 2015, initially serving as a Paid per Call EMT to assist with daytime calls, during a pivotal period of transition. A Proclamation of Appreciation for Rebecca Morris's years of service with Bondurant Emergency Services will be recognized.

FUNDING SOURCE:

STAFF RECOMMENDATION: Read the proclamation aloud and proclaim appreciation for Rebecca Morris's years of service.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Proclamation of Appreciation for Rebecca Morris's Years of Service with Bondurant Emergency Services

Proclamation

City of Bondurant

PROCLAMATION OF APPRECIATION FOR REBECCA MORRIS'S YEARS OF SERVICE WITH BONDURANT EMERGENCY SERVICES

Whereas the City of Bondurant recognizes and honors the dedication and commitment of individuals who have contributed significantly to the betterment of our community; and

Whereas Rebecca Morris has exemplified unparalleled devotion and tireless service throughout her employment with Bondurant Emergency Services; and

Whereas Rebecca Morris commenced her journey with Bondurant Emergency Services on August 6, 2015, initially serving as a Paid per Call EMT to assist with daytime calls, during a pivotal period of transition; and

Whereas Rebecca Morris' dedicated efforts were instrumental in the establishment and enhancement of daytime response capabilities, playing a crucial role alongside the Fire Chief during the early stages of development; and

Whereas Rebecca Morris' commitment to excellence propelled her to become the first full-time Assistant Fire Chief of EMS, a role in which she demonstrated exceptional leadership and dedication to duty; and

Whereas Rebecca Morris' list of accomplishments is nothing short of remarkable, including her presidency of the Central Iowa EMS Directors Association, her attainment of a Master's Degree, and her pivotal contributions to various initiatives such as the revision of the Polk County Mass Casualty Incident Plan, development of the Active Threat Working Group Rescue Task Force, and the establishment of the B-SAFE Kids program; and

Whereas Rebecca Morris has left an indelible mark on Bondurant Emergency Services, evident in her initiatives to establish Bondurant as an ASHI training center, overhaul medical protocols, and spearhead efforts to enhance mental health support within the department.

Therefore, let it be proclaimed that the City of Bondurant expresses immense gratitude and recognition of Rebecca Morris' exemplary service, and we wish her continued success in all her future endeavors.

Passed this 4th day of March 2024,

By: _____

Doug Elrod, Mayor

BONDURANT CITY COUNCIL

Minutes

February 20, 2024

Bondurant City Council

1. Roll Call

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

Absent: Council Member Bob Pepper

City Officials Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Planning & Community Development Director Maggie Murray, Public Works Director John Horton, Library Director Jill Sanders, Finance & Employee Services Director Jene Jess, City Planner Isaac Pezley

2. Call to Order and Declaring a Quorum

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

3. Abstentions declared

None.

4. Perfecting and Approval of the Agenda

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

5. Guests requesting to address the City Council

None.

6. Presentations

a. Brad Lewis, 100 Main Street, SE

Brad Lewis, residing at 7575 65th Street, offered a status update on the downtown building. Edward Jones has recently relocated, the Creamery is anticipated to open around March 15th, and Buck's Depot is scheduled to open by the end of March or in April.

b. Proclamation for Government Communicators Day

Mayor Elrod presented a Proclamation for Government Communicators Day.

7. Consent Agenda:

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

- a. Approval of February 5, 2024, City Council Meeting Minutes
- b. Claims List
- c. Applications for City Council Approval
- d. Receive & File - January 3, 2024, Library Board Meeting Minutes & Directors Report
- e. R-240220-45- Resolution affixing a public hearing date to consider a text amendment to Section 177.04 of the Zoning Code regarding setback requirements for accessory structures
- f. R-240220-46- Resolution affixing a public hearing date to consider text amendments to the following sections of the Zoning Code: 179.01, 180.04, 180.05, and 180.07 regarding setback requirements for stormwater detention and retention basins
- g. R-240220-47- Resolution regarding approval of the Doe Run Plat 3 Final Plat, a subdivision in unincorporated Polk County within two miles of Bondurant's City limits
- h. R-240220-48- Resolution appointing a representative to the MIPA Board of Directors for CY24
- i. R-240220-49- Resolution appointing Matt Farver to the Board of Adjustment
- j. R-240220-50- Resolution approving pay request no.11 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 \$16,890.05
- k. R-240220-51- Resolution accepting a Perpetual Storm Sewer Easement on land owned by the Park Side Master Owners Association, Inc. to allow the City of Bondurant to construct the Park Side to BRSC Trail project
- l. R-240220-52- Resolution of endorsement for the City of Bondurant approving and authorizing the application for a Department of Transportation RAISE Discretionary Grant for funding assistance to be

used for the development of Grant Street South Realignment/Central District Stormwater Improvements

- m. R-240220-53- Resolution of endorsement for the Bondurant-Farrar Community School District's application to the Prairie Meadows Youth Sports and Recreational Grant Program for funding to assist with constructing tennis/pickleball courts
- n. R-240220-54- Resolution appointing Travis Appelgate to the Library Board of Trustees
- o. R-240220-55- Resolution awarding bid for the City Hall Roof Replacement Project to JB Roofing in the amount of \$39,962.00
- p. R-240220-61- Resolution approving the Impact Community Action Partnership, Inc. General Services Agreement
Motion by Driscoll, seconded by McKenzie, to Approve the Consent Agenda. Roll Call: Ayes: McKenzie, Sillanpaa. Nays: None. Absent: Peffer. Motion carried 4-0.

8. **Public Hearing**

- a. Public hearing to consider adoption of the Art, Culture, & Wayfinding Master Plan
Mayor Elrod opened the public hearing at 06:14 PM.

Planning & Community Director Murray presented the plan to the Council and the public.

Jeff Cook, 708 Jefferson Ave, SE, expressed his thoughts on the plan.

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

- b. Public hearing to consider adoption of the Grain District Downtown Redevelopment Plan
Mayor Elrod opened the public hearing at 06:25 PM.

Planning & Community Development Director Murray presented the plan to the Council and the public.

Jeff Cook, 708 Jefferson Avenue, SE, shared his perspectives on the proposal, representing both the Men's Club and the Friends of CVT.

Mayor Elrod closed the public hearing at 06:41 PM.

9. **Action Items**

- a. R-240220-56- Resolution adopting the Art, Culture, & Wayfinding Master Plan
Motion by Driscoll, seconded by McKenzie, to Approve R-240220-56. Roll Call: Ayes: None. Nays: None. Absent: Pfeffer. Motion carried 4-0.
 - b. R-240220-57- Resolution adopting the Grain District Downtown Redevelopment Plan
Motion by McKenzie, seconded by Driscoll, to Approve R-240220-57. Roll Call: Ayes: None. Nays: None. Absent: Pfeffer. Motion carried 4-0.
 - c. R-240220-58- Resolution considering approval of site plan for Bondurant-Farrar Community School District High School Addition at 1000 Grant Street, North
Motion by Driscoll, seconded by McKenzie, to Approve R-240220-58. Roll Call: Ayes: None. Nays: None. Absent: Pfeffer. Motion carried 4-0.
 - d. R-240220-59- Resolution considering approval of site plan for Kasey Leigh Dance Co at 92 Paine Circle, SE
Motion by McKenzie, seconded by Sillanpaa, to Approve R-240220-59. Roll Call: Ayes: None. Nays: None. Absent: Pfeffer. Motion carried 4-0.
 - e. R-240220-60- Discussion and possible consideration of Resolution adopting Employee Handbook Revisions
Motion by McKenzie, seconded by Driscoll, to Approve R-240220-60. Roll Call: Ayes: Cox, McKenzie, Sillanpaa, Driscoll. Nays: None. Absent: Pfeffer. Motion carried 4-0.
10. Reports / Comments and appropriate action thereon:
- a. Mayor
MPO update.
 - b. Council Members
Sillanpaa - Liaison updates.
McKenzie - Liaison updates.
Driscoll - Liaison updates.
Cox - Liaison updates.

Council Member Cox left at 06:55 PM.
 - c. Administrator
Library Board update, upcoming Chamber Dinner, Bondurant sign update, Depot update, and budget update.
 - d. Directors
Murray - None.
Horton - Depot update, University of Iowa Student Project update, Bondurant sign update.

Sanders - Department update.

Jess - None.

11. **Closed Session**- Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation
Motion by None, seconded by None, to move into Closed Session at 07:08 PM. Roll Call: Ayes: None. Nays: None. Absent: Peffer. Motion carried 4-0.

Mayor Elrod closed the Closed Session at 07:57 PM.

12. Adjournment
Motion by Driscoll, seconded by Sillanpaa, to adjourn at 07:58 PM. Vote on Motion 3-0. Motion carried.

Shelby Hagan, City Clerk

ATTEST:

Doug Elrod, Mayor

I, the undersigned Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on February 20, 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 3/4/2024
Motion

TITLE: Claims List

CONTACT PERSON:

BRIEF HISTORY & ANALYSIS:

FUNDING SOURCE:

STAFF RECOMMENDATION:

APPROVED FOR SUBMITTAL:

ATTACHMENTS: None



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 22 day of February, 2024, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Bondurant, Iowa, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 5,100.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of June 11, 2024 at approximately 10:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$ 2,100.00 as a down payment upon execution of this Agreement. The balance of \$ 3,000.00 shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☒ \$ 5,100.00 in full by March 15, 2024 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$ 5,100.00 in full by May 11, 2024 (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☐ 5% ☐ 10% ☒ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of June 12, 2024 or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BY: Mark R. Johnson

ROLE: Sales Representative

J&M Displays, Inc.

BUYER

BY: Allen Shale

ROLE: Treasurer

ENTITY: Bondurant Men's Club

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.

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

**Bondurant Parks and Recreation Board
Minutes
December 21, 2023**

1. Roll Call

Present: Rasmussen, Collison, Robinson, Karwoski,
Simpson, Williams

Absent: Lyman

City Officials Present: City Administrator Marketa Oliver,
Communications and Events Coordinator
Nicole Van Houten

2. Call to Order and Declaring a Quorum

Vice Chair Marion Collison called the meeting to order at 6:00 pm and declared a quorum.

3. Abstentions declared

None.

4. Approval of Minutes

a. Parks & Rec 23-9: November 16, 2023 Meeting Minutes

Motion by Robinson seconded by Rasmussen to approve November 16, 2023 meeting minutes. Vote on Motion 6-0. Motion carried.

5. Perfecting and Approval of the Agenda

Motion by Karwoski seconded by Williams to approve December 21, 2023 meeting agenda. Vote on Motion 6-0. Motion carried.

6. Guests requesting to address the Parks Board

a. Group Creative will Provide an Update on the Art, Culture, and Wayfinding Planning Process

Present: Emily Karwoski

Representing: Art Subcommittee Member

Regarding: Shared the three different proposals for the ARTocka exhibit and how the exhibit was selected as the art piece proposal moving forward. Each proposal was thoughtful and creative. The proposals were reviewed based on how distinctive the piece was, how inviting the artwork was, how frequently people would want to revisit the piece, how likely people

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were to tell the story or share the artwork with others, and/or how memorable the piece was.

Motion by Robinson seconded by Rasmussen to recommend i/thee Lake Petocka Art Integration to City Council for approval. Vote on Motion 5-0. Karwoski abstained. Motion carried.

Oliver and Karwoski discussed how Shelby Doyle would be an excellent artist to use 3D printing to manufacture blue jay sculptures. Van Houten will coordinate a connection for this project.

7. Action Items

a. Bondurant Little Library Policy

Present: Nicole Van Houten

Representing: City Staff

Regarding: Reviewed policy and website design. Seeking a motion to move forward.

Motion by Williams seconded by Karwoski to recommend to City Council the approval of the Little Libraries Policy and new site for the City's website. Vote on Motion 6-0. Motion carried.

b. Bondurant Code of Ordinances: Chapter 115 Cemetery Amendment

Present: Nicole Van Houten

Representing: City Staff

Regarding: Chapter 115 Cemetery amendment to add clarity to burial requirements. Seeking motion to recommend to the City Council for an ordinance update.

Motion by Williams seconded by Karwoski to recommend a Chapter 115 Cemetery ordinance update to City Council for approval. Vote on Motion 6-0. Motion carried.

8. Discussion Items -

a. Primitive Camping Update

Present: Nicole Van Houten

Representing: Parks and Recreation Department

Regarding: Primitive camping research is complete. The comparative analysis reveals diverse approaches to primitive camping. Baxter's primitive camping is community-driven and has not yet been implemented. Adel relies on private entities and Des Moines strictly prohibits camping on city properties. City staff evaluated the parkland within Bondurant city limits and there is no usable space for this type of use. Typically, primitive camping is in wooded areas in larger county or state parks. After the comparative analysis was complete, Story County Conservation and Polk County Conservation sent feedback. Polk County Conservation provides primitive camping in all four of its campgrounds, including Jester Park, Yellow Banks, Thomas Mitchell, and Chichaqua Parks. Story County Conservation offers primitive camping in Dakins Lake and Hickory Grove Park.

Story County Conservation offers vault-style toilets at Dakins Lake and Porta Potty at Hickory Grove. There are no electrical outlets. The primitive sites receive less use as compared to the other modern campsites.

City of Collins is in the beginning stages of developing camping/yurts at their future trailhead on the Heart of Iowa Nature Trail. SCCB plans on paving an additional 12.5 miles on the trail to reach Collins in the summer of '24 which will tie Collins directly to the High Trestle Trail in Slater.

Staff Recommendation: Jeff Cook should seek Polk County Conservation support and guidance to add camping options along the trail.

b. City Park Update

Present: Nicole Van Houten

Representing: Project Manager

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

Regarding:

- On Monday, December 4 contractors began removing trees.
 - On Tuesday, December 5 contractors began all grade work including removing concrete, playground, etc.
 - On Friday, December 6 contractors began pouring concrete for *NEW* sidewalks. Letters were sent to property owners surrounding City Park and the downtown businesses impacted by the construction.
1. Removed and replaced curb & gutter on the east side and curb and gutter partially on the south side.
 2. West Side: All demolition (except hydrant) achieved.
 3. The goal is to pour when weather permits – it's expected to be completed by the end of next week. Including sidewalk, curb & gutter, and ADA ramps (SE and SW corners of the park).
 4. Full access to the south side of the park is to be achieved on the 2nd week of January (Weather Permitting).
 5. Demolition and construction of the north side of the park will start after the new year.
 6. Curb, gutter, and footings are to be completed first (2nd week of January – weather permitting). Will follow up with a *NEW* sidewalk.

9. Reports and Comments:

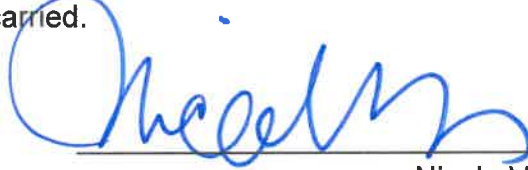
- a. City Administrator
Marketa shared the Parks Capital update including accomplishments and what is to come.
- b. Communications and Events Coordinator
Nicole shared Christmas in Bondurant event report details. Will be releasing the need for a new Tree Board Member and a new Board of Adjustment Member.
- c. Public Works Director

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

The board would like the old city park playground equipment to be placed in the Blue Jay Landing Park along with using a basketball hoop to install a half basketball court. A neighborhood meeting will be scheduled for March 21, 2024, at 6 pm. The board would like the other basketball hoop to be installed at Wolf Creek Park, along with installing a half basketball court. A neighborhood meeting will be scheduled for April 18, 2024, at 6 pm. Van Houten shared details about VersaCourt seeking a quote for proper lining and enhanced surfacing. Public Works is seeking a quote from the concrete contractor the city uses. Simpson stated that lines will be necessary for proper use if using one hoop on a half-court. Karwoski asked if the hoops were adjustable. Van Houten will follow up with Public Works and ask.

10. Adjournment

Motion by Williams seconded by Karowski to adjourn at 6:53 pm. Vote on Motion 6-0. Motion carried.



Nicole Van Houten
Communications and Events Coordinator

ATTEST:



Marian Collison
Board Vice Chair



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

Item No. 6.e.
For Meeting of 3/4/2024
Resolution

TITLE: - Resolution approving proposal from Hotel Appraisers & Advisors for a Hotel Market Study

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: In January the City of Bondurant released a Market Feasibility Study for a Hotel/Lodging Facility Request for Proposals. The RFP noted the selected consultant is expected to perform the following services: Market Demand Analysis; Project Feasibility Study; Facility Recommendations; Financial Projections; Optimal Site Selection, including determining if the level of success of a unique hotel in downtown Bondurant given the vision set forth in the [Grain District Downtown Redevelopment Plan](#).

Two responses were received; one response was submitted by Hotel Appraisers & Advisors and the other response was submitted by Hotel & Leisure Advisors. The RFP Scoring Review Committee reviewed both proposals and is recommending City Council approve the proposal submitted by Hotel Appraisers & Advisors in the amount of \$23,500 plus expense reimbursements and Optional Service A in the amount of \$3,500 for architectural renderings, for a total of \$27,000 plus reimbursements. The proposed amount in other response not recommended for approval was \$27,500 + a not to exceed reimbursement amount of \$4,000.

The response submitted by Hotel Appraisers & Advisors notes the following as part of their scope of work:

- **Fieldwork and Site Analysis** - kickoff meeting, market area tour, inspection of competitive hotels, interviews with managers at competing hotels, evaluation of possible sites, review of key site advantages and disadvantages.
- **Market Area Analysis** - research of area economic development projects, evaluation of macroeconomic trends, evaluation of local economic indicators.
- **Supply & Demand Analysis** - define competitive set of hotels, analyze competitive set's Occupancy & ADR, rank hotels in competitive set, identify proposed new supply, estimate demand segmentation in competitive set,

analyze potential unaccommodated demand, analyze potential induced demand.

- **Facility Program Assumptions & Recommendations** - offer facility program recommendations, if requested, review design and concept ideas with client, create renderings, sketches, or site layout images (Option A), recommend layout and floorplans if requested, summarize facility program recommendations, develop a preliminary cost analysis.
- **Projection of Performance Metrics** - rank proposed subject hotel within competitive set, projection of Market and Subject Occupancy, projection of Market and Subject Revenue per available room.
- **Financial Analysis** - review of financial statements from HA&A's national data library, evaluate financial statements and departmental data from comparable hotels in similar markets, analyze industry trends in financial operating metrics, analyze room revenue potential, analyze other revenue line items, analyze departmental and undistributed expense line items, detailed projection of subject's financial operating statistics, financial projections will have all revenue and expense line items organized in compliance with the Uniform System of Accounts for the Lodging Industry, financial analysis will include a 10-year projection of earnings, available to pay debt service and equity investors.
- **Feasibility Analysis** - analysis of total development costs, valuation of "when complete" market value, comparison of total development costs vs. total "when complete" value, feasibility gap estimate.
- **Economic Impact Analysis** - summary of key economic impacts
- **Reporting** - a pdf format narrative market study report as a final deliverable.

FUNDING SOURCE: Economic Development reimbursed by TIF

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240304-62
2. HA&A

CITY OF BONDURANT
RESOLUTION NO. 240304-62

RESOLUTION APROVING A CONTRACT WITH HOTEL APPRAISERS &
ADVISORS IN THE AMOUNT OF \$27,000, WHICH INCLUDES OPTION
A, PLUS EXPENSE REIMBURSEMENTS, TO CONDUCT A HOTEL
FEASIBILITY STUDY

WHEREAS, in January 2024 the City released a Hotel Market Study Request for Proposals; AND

WHEREAS, the RFP noted the selected consultant is expected to perform the following activities: Market Demand Analysis; Project Feasibility Study; Facility Recommendations; Financial Projections; Optimal Site Selection, including determining the level of success of a unique hotel in downtown Bondurant given the vision set forth in the Grain District Downtown Redevelopment Plan; AND

WHEREAS, the City received two consultant proposals; AND

WHEREAS, the RFP Scoring Committee recommends approval of the enclosed contract from Hotel Appraisers & Advisors in the amount of \$27,000 (which includes Option A) plus expense reimbursements, to undertake the work outlined in the attached proposal.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Hotel Appraisers & Advisors contract is hereby approved.

Passed this 4th day of March 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				



Hotel Market Study

Proposed Hotel Project – Bondurant, Iowa

January 30, 2024

Hotel Appraisers & Advisors
111 North Wabash Avenue
Suite 1717
Chicago, IL 60602
+1 312-526-3885
www.hotelappraisers.com

Ms. Marketa Oliver
City of Bondurant
200 2nd Street NE, P.O. Box 37
Bondurant, IA 50035
+1 515-967-2418
moliver@cityofbondurant.com

Ms. Marketa Oliver
City of Bondurant
200 2nd Street NE, P.O. Box 37
Bondurant, IA 50035
+1 515-967-2418
moliver@cityofbondurant.com

Dear Ms. Oliver,

Thank you for your request for a proposal (RFP) pertaining to a hotel market study. Based on your RFP, we understand the City of Bondurant is seeking to attract a hotel development project in downtown Bondurant, Iowa. The RFP indicates you are seeking an independent market study to evaluate the potential for new hotel development; offer site and facility recommendations; and develop feasibility gap and economic impact estimates.

Hotel Appraisers & Advisors (HA&A) would be pleased to provide this hotel market study for you. The timing, facility plans, room counts, budget, management, and developer are not yet determined. Therefore, our study will make relevant assumptions and recommendations, as requested, for these various details pertaining to the proposed hotel development project.

To have a thorough understanding of the proposed hotel's market potential, adequate to attract private capital and inform investment decisions, a detailed analysis of supply and demand will be critical. Moreover, a current understanding of the revenue and expense characteristics of similar hotels will be crucial in evaluating the profit potential of the proposed hotel. This requires specialized knowledge of hotels in similar types of markets within the chain scale and branding parameters that we will recommend.

The client for this engagement will be the City of Bondurant. The intended users of our report will also be the City of Bondurant, its representatives, and potential developers the City may seek to attract as project sponsors.

Based on our correspondence, we recommend the following scope of work for this study:

Scope of Work

1. FIELDWORK AND SITE ANALYSIS

- a. Kick-off meeting with client, if requested
- b. Market area tour
- c. Inspection of competitive hotels
- d. Interviews with managers at competing hotels
- e. Evaluation of possible sites
- f. Review of key site advantages and disadvantages

2. MARKET AREA ANALYSIS

- a. Research area economic development projects
- b. Evaluation of macroeconomic trends
 - Population growth
 - Income statistics
 - Construction cost trends
 - Labor market trends
- c. Evaluation of local economic indicators
 - Top employers
 - Key lodging accounts
 - Transportation statistics
 - Tourism trends

3. SUPPLY & DEMAND ANALYSIS

- a. Define competitive set of hotels
- b. Analyze competitive set's Occupancy and ADR
- c. Rank hotels in competitive set
- d. Identify proposed new supply
- e. Estimate demand segmentation in competitive set
 - Commercial transient
 - Leisure transient
 - Group demand
 - Extended-stay (if relevant)
- f. Analyze potential unaccommodated demand
- g. Analyze potential induced demand

4. FACILITY PROGRAM ASSUMPTIONS & RECOMMENDATIONS

- a. Offer facility program recommendations, if requested
- b. Review design and concept ideas with client, if applicable
- c. Create renderings, sketches, or site layout images **(Optional service A)**
- d. Recommend layout and floorplans, if requested
- e. Summarize facility program recommendations:
 - Room count
 - Room mix
 - Chain scale competitiveness
 - Branding
 - Food & beverage service
 - Amenities
 - Meeting space
 - Parking
 - Other facility characteristics
- f. HA&A will review your preliminary development budget, if provided, or we can develop a preliminary cost analysis for you, based on other projects in our database that are in various stages of development around the country.

5. PROJECTION OF PERFORMANCE METRICS

- a. Rank proposed subject hotel within competitive set
- b. Projection of Market and Subject Occupancy
- c. Projection of Market and Subject average daily rate (ADR)
- d. Projection of Market and Subject Revenue per available room (RevPAR)

6. FINANCIAL ANALYSIS

- a. Review financial statements from HA&A's national data library
- b. Evaluate financial statements and departmental data from comparable hotels in similar markets
- c. Analyze industry trends in financial operating metrics
- d. Analyze room revenue potential
- e. Analyze other revenue line items
- f. Analyze departmental and undistributed expense line items
- g. Detailed projection of subject's financial operating statistics

- h. Financial projections will have all revenue and expense line items organized in compliance with the ***Uniform System of Accounts for the Lodging Industry (USALI)***
- i. Financial analysis will include a 10-year projection of earnings (EBITDA), available to pay debt service and equity investors

7. FEASIBILITY ANALYSIS (RECOMMEND DELIVERABLE SEPARATE FROM REPORT)

- a. Analysis of total development costs, including:
 - Land
 - Hard Costs
 - Soft Costs
 - Furniture, Fixtures, and Equipment (FF&E)
 - Pre-Opening and Working Capital
 - Entrepreneurial Incentive
- b. Valuation of “when complete” market value, including:
 - Discounted Cash Flow Analysis
 - Selection of Terminal Capitalization Rate
 - Selection of Discount Rate
 - Estimated Net Proceeds at Reversion
 - Net Present Value Estimate, upon completion
- c. Comparison of Total Development Costs vs. Total “When Complete” Value
- d. Feasibility (Gap) Estimate

8. ECONOMIC IMPACT ANALYSIS

- a. Summary of Key Economic Impacts (Included in Fee)
 - Estimated Stabilized Year Hotel Occupancy/Sales Tax Revenues
 - Estimated Stabilized Year Hotel Property Tax Revenues
 - Estimated Stabilized Year Hotel Direct Employment Impact
 - Estimated Stabilized Year Hotel Room Nights
- b. Comprehensive Economic Impact Analysis (***Optional Service B***)
 - Direct economic spending impacts
 - Direct employment impacts

- Indirect spending impacts
- Indirect employment impacts
- Induced economic spending impacts
- Induced employment impacts
- Occupancy/sales tax revenue impacts
- Property tax revenue impacts

9. REPORTING

- a. HA&A will write up our market research conclusions, key findings, and discussions in a **narrative market study report**.
- b. Our market study report will be delivered in electronic PDF format.

Professional Fees & Timing

We estimate this engagement will require approximately **45 days** to complete, depending on client schedules and travel schedules. Our professional fees for the recommended **scope of work described in this engagement letter are \$23,500 plus expense reimbursements**. *(Alternatively, if you prefer, we can offer an all-inclusive fee of \$25,000 including all expenses.)*

Your **retainer payment of \$12,500**, along with a **signed copy** of this letter, will authorize us to proceed with the scope of work outlined in this engagement letter. The remaining fees and expense reimbursements will be due upon submission of our report. Our report will be delivered in electronic PDF format. At your request, hard copies of our report can be prepared and delivered for an additional fee. *(Please contact us to discuss different retainer arrangements if necessary, per local codes or ordinances.)*

Optional Service A – Architectural Renderings

HA&A's in-house hotel architect offers to create one external hotel rendering, one internal hotel guestroom rendering, and one site layout drawing for preliminary planning and presentation purposes. Our additional fee for this service would be an **extra \$3,500** plus any expenses incurred on your behalf.

Optional Service B – Comprehensive Economic Impact Analysis

HA&A can provide a comprehensive economic impact analysis, if requested. Such analyses are more complicated and time-consuming than projections of basic statistics. We would imply various economic input-output models intended to estimate multiplier effects on the local economy resulting from projected hotel spending. If requested, this additional service would be an **extra \$20,000** plus any expenses incurred on your behalf. However, basic impact statistics will be included in our Market Study report, as outlined above.

Expense Reimbursements

HA&A will invoice all expenses as part of our final invoice. Eligible expenses for reimbursement may include travel, data purchases, printing, postage, and other expenses deemed reasonably necessary by HA&A to complete this engagement.

Payment and Invoicing

All checks or funds should be **made payable to: Hotel Appraisers & Advisors, LLC**. Payment must be made in U.S. dollars, using: an ACH bank transfer (preferred); Zelle electronic payment; wire transfer; or a check drawn on a U.S. bank account. For countries or jurisdictions in which withholding taxes are imposed, please note that our fee is net of all withholding or other taxes or fees. For clients making wire payments, please note that our fee is net of all wire transfer fees your bank or financial institution may charge.

Amounts unpaid thirty (30) days after the date of HA&A's invoice shall bear interest at the rate of eighteen percent per annum or 1.5 percent per month. If any amounts remain unpaid ninety (90) days after the date of HA&A's invoice, then we also reserve the right to charge an administrative collection fee in addition to all fees and interest amounts owed. Without liability, we retain the right to withhold delivery of services, including but not limited to, any opinions, reports, expert reports, deposition or trial testimony, pending payment of all charges that are due and unpaid.

Terms and Conditions

You agree to limit the liability of Hotel Appraisers & Advisors, LLC (the company), and its employees and contractors, to the amount of fees paid as liquidated damages. You acknowledge that any opinions, recommendations, and conclusions expressed during this engagement are rendered by staff acting as employees or contractors of this company and not as individuals. Legal actions related to this engagement are not transferrable or assignable to a third party. No legal action or claim related to this engagement shall be filed more than one year after the final month of services for which we submit an invoice to the client. Any responsibility of the company is limited to the client and use of our product or services by other parties shall be solely at the risk of the client and those other parties. The services described in this proposal will be subject to our typical limiting statements, assumptions, limiting conditions, and other conditions set forth in a statement available upon request.

The offer described in this engagement letter is effective for 10 days. After that time, our proposed scope of work, schedule, and fees may be subject to change. To authorize this engagement, please send us a signed copy of this letter, along with your retainer payment.

On behalf of HA&A, I appreciate the opportunity to submit this proposal and look forward to potentially working with you on this assignment. Please call me any time if there are details or questions you would like to discuss. My direct office number is (312) 526-3885 and my personal mobile number is (773) 306-6046.

Sincerely,

A handwritten signature in black ink that reads "Hans Detlefsen". The script is cursive and fluid, with the first name "Hans" and last name "Detlefsen" clearly legible.

Hans Detlefsen, MPP, MAI

Hans Detlefsen | President | Hotel Appraisers & Advisors, LLC

AGREED TO AND ACCEPTED BY:

Ms. Marketa Oliver, City Administrator, City of Bondurant

Signed:_____

Dated:_____



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

Item No. 6.f.
For Meeting of 3/4/2024
Resolution

TITLE: - Resolution affixing a date for a public hearing to consider adoption of the Major Streets Master Plan

CONTACT PERSON:

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The attached resolution affixes a date for a public hearing for March 18, 2024 to consider adopting the Major Streets Master Plan. Back in 2019, the City of Bondurant hired Veenstra & Kimm to create a Major Streets Master Plan. Efforts were put on pause for this Master Streets Master Plan until after the 2022 Building Bondurant Comprehensive Plan was created in an effort to ensure both planning documents were coordinated with one another. The major objectives of the Major Streets Master Plan are to: 1.) Predict order or magnitude for future traffic volumes on Bondurant's existing and proposed major streets in order to recommend the number of through lanes on each of the streets identified; and 2.) Look at what other needs the surface transportation system may have.

Greg Roth with Veenstra & Kimm presented a draft Major Streets Master Plan to the Planning & Zoning Commission during their December 14, 2023 meeting and will again present an updated final version of the Major Streets Master Plan to the Commission during their March 14, 2023 meeting. Any updates on the Commission's March 14th recommendation will be included as part of the March 18th City Council agenda statement.

Adoption of the Major Streets Master Plan is consistent with Policy 22A of the Building Bondurant Comprehensive Plan, which reads: Require new development to accommodate not only the needs of the local street network, but also future arterial and collector streets based on the City's ultimate street map.

FUNDING SOURCE: N/A for plan adoption

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240304-63

CITY OF BONDURANT
RESOLUTION NO. 240304-63

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING TO CONSIDER
ADOPTION OF THE MAJOR STREETS MASTER PLAN

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

That the City Council of the City of Bondurant, Iowa, hereby proposes to adopt the Major Streets Master Plan.

BE IT FURTHER RESOLVED THAT: A public hearing will be held on the 18th day of March 2024 at 6:00 p.m. at the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa at which time the Council will hear public comments on the proposed adoption of the Major Streets Master Plan.

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

Passed and approved by the City Council of the City of Bondurant, Iowa, this 4th day of March 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				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will hold a public hearing at 6:00 p.m. on March 18, 2024, in the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa, to hear public comments on the proposed adoption of the Major Streets Master Plan. All interested parties are encouraged to attend.

SHELBY HAGAN,
CITY CLERK



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

Item No. 6.g.
For Meeting of 3/4/2024
Resolution

TITLE: - Resolution accepting the Quit Claim Deed for Pleasant Street SE in the Hawthorne Crossing Plat 2 Area

CONTACT PERSON:

Isaac Pezley, City Planner

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: In developing Hawthorne Crossing Plat 2, Commonwealth Development Corporation on behalf of the property owners Wil-Ron, LLC have submitted a quit claim deed addressing right-of-way discrepancies. Commonwealth Development Corporation submitted a quit claim deed for review by the City clearing up these discrepancies. City Engineer, Bob Veenstra, has reviewed the quit claim deed and acknowledges it should address the discrepancies. He also attached a map showing the right-of-way area the quit claim deed addresses, this map is attached.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240304-64
2. Quit Claim Deed - Wil-Ron to Bondurant - ROW
3. Quit Claim Deed Map

CITY OF BONDURANT
RESOLUTION NO. 240304-64

RESOLUTION ACCEPTING THE QUIT CLAIM DEED FOR PLEASANT STREET SE IN
THE HAWTHORNE CROSSING PLAT 2 AREA.

WHEREAS, Commonwealth Development Corporation submitted the Quit Claim Deed;
AND

WHEREAS, the owner/developer is Wil-Ron, LLC; AND

WHEREAS, the Quit Claim Deed is for Pleasant Street SE right-of-way property in the
Hawthorne Crossing Plat 2 area and further described as follows:

A PART OF THE ROADWAY EASEMENT OF PLEASANT STREET SOUTHEAST
LOCATED IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 80 NORTH, RANGE
22 WEST OF THE 5TH P.M. NOW INCLUDED IN AND FORMING A PART OF THE CITY
OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED
AS FOLLOWS:

A PARCEL OF LAND BOUNDED ON THE EAST BY THE EAST LINE OF SAID
NORTHEAST 1/4 OF SAID SECTION 31; BOUNDED ON THE NORTH BY THE
EASTERLY EXTENSION OF THE SOUTH LINE OF OUTLOT "W", HAWTHORNE
CROSSING, AN OFFICIAL PLAT IN THE CITY OF BONDURANT; BOUNDED ON THE
WEST BY THE EAST LINES OF OUTLOT "V" AND OUTLOT "Z" OF SAID HAWTHORNE
CROSSING; BOUNDED BY THE SOUTH BY THE EASTERLY EXTENSION OF THE
SOUTH LINE OF SAID OUTLOT "V" OF SAID HAWTHORNE CROSSING.
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant,
Iowa, that the Quit Claim Deed for Pleasant Street SE in the Hawthorne Crossin Plat 2
area is hereby approved accepted:

Passed this 4th day of March 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: Ryan L. Haaland, Fredrikson and Byron, P.A., 111 E. Grand Ave., Ste. 301, Des Moines, IA 50309; 515-242-8900

Return & Tax Docs to: City of Bondurant, 200 2nd St. NE, Box 37, Bondurant, Iowa 50035

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, WIL-RON PROPERTIES, L.L.C., an Iowa limited liability company, ("Grantor") does hereby Quit Claim to the CITY OF BONDURANT, IOWA, all of Grantor's right, title, interest, estate, claim and demand in the following described real estate: *See Exhibit A*

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

This deed is exempt pursuant to Iowa Code 428A.2(6).

Dated: _____

GRANTOR: Wil-Ron Properties, L.L.C.

By

Name: _____

Title: _____

STATE OF _____, COUNTY OF _____:

This record was acknowledged before me this _____ day of _____, 2024, by
_____ as _____ for Wil-Ron Properties, L.L.C.

Signature of Notary Public

Exhibit A

A PART OF THE ROADWAY EASEMENT OF PLEASANT STREET SOUTHEAST LOCATED IN THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 80 NORTH, RANGE 22 WEST OF THE 5TH P.M. NOW INCLUDED IN AND FORMING A PART OF THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BOUNDED ON THE EAST BY THE EAST LINE OF SAID NORTHEAST 1/4 OF SAID SECTION 31; BOUNDED ON THE NORTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF OUTLOT "W", HAWTHORNE CROSSING, AN OFFICIAL PLAT IN THE CITY OF BONDURANT; BOUNDED ON THE WEST BY THE EAST LINES OF OUTLOT "V" AND OUTLOT "Z" OF SAID HAWTHORNE CROSSING; BOUNDED BY THE SOUTH BY THE EASTERLY EXTENSION OF THE SOUTH LINE OF SAID OUTLOT "V" OF SAID HAWTHORNE CROSSING.
PROPERTY SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.





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

Item No. 6.h.
For Meeting of 3/4/2024
Resolution

TITLE: - Resolution affixing a date for a public hearing to consider text amendments to Section 181.13 of the Zoning Code regarding electronic message displays

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The City Council, at their January 29, 2024 meeting, discussed amending Section 181.13 of the Zoning Code regarding electronic message displays. Staff has reviewed electronic message display codes of other Des Moines metropolitan communities and has attached the proposed text amendments. The text amendment includes reduction of time messages must be displayed before changing and lighting brightness requirements.

The Planning and Zoning Commission will hold a public hearing and review the proposed text amendment at their March 14, 2024 meeting.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240304-65
2. 181.13 Proposed Text Amendment
3. 181.13 Clean Text Amendment

CITY OF BONDURANT
RESOLUTION NO. 240304-65

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING TO CONSIDER TEXT
AMENDMENTS TO SECTION 181.13. OF THE ZONING CODE REGARDING
ELECTRONIC MESSAGE DISPLAYS.

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

That the City Council of the City of Bondurant, Iowa hereby proposes to consider the following Ordinance:

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
BONDURANT, IOWA, 2002, BY AMENDING SECTIONS 181.13. OF THE ZONING
CODE REGARDING THE TOPIC OF ELECTRONIC MESSAGE DISPLAYS

A public hearing will be held on March 18, 2024, at 6:00 p.m. at the Bondurant City Center at 200 2nd Street NE, Bondurant, Polk County, Iowa, at which the Council will hear objections or support to said proposed Ordinance.

The Clerk is hereby directed to publish Notice of said Hearing, as by law required.

Passed this 4th day of March 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				

NOTICE OF PUBLIC HEARING

The City Council of the City of Bondurant will meet at 6:00 p.m. on March 18, 2024 in the Bondurant Community Center at 200 2nd Street NE, Bondurant, Polk County, Iowa, to consider text amendments to the following sections of the Zoning Code: 181.13. regarding electronic message displays. All interested parties are encouraged to attend.

181.13 ELECTRONIC MESSAGE DISPLAY ~~ELECTRIC CHANGEABLE COPY.~~

Electric message display ~~changeable copy~~ shall be allowed on monument signs in residential zoning districts (institutional uses only), General Commercial (C-2), Limited Industrial (M-1), and Medium Industrial (M-2) Districts, ~~for events centers, convenience stores, schools, churches and other public uses. A maximum of 32 square feet or 50% of the maximum sign area, whichever is less, may be dedicated to electric changeable copy,~~ provided the following conditions are met:

1. ~~Electric changeable message copy may change no more than seven times in a 24-hour period and shall not include any flashing, flowing, alternating, or blinking lights.~~ All requirements of Section 181.06, Monument Signs, shall apply, except for the following modifications:
 - a. Only one sign containing an electronic message display is allowed per site.
 - b. Up to 50% of the maximum sign area or thirty-five (35) square feet may be dedicated to electronic message display
 - c. Section 181.13 shall be referenced when determining allowable zoning districts for signs having electronic message displays.
2. Electronic message displays ~~Electric changeable message copy~~ shall be integral to and a part of an approved monument sign.
3. Electronic message displays shall not include any flashing, alternating or blinking lights, or multiple pictures or graphics that give the illusion of motion or a video. ~~Electric changeable message copy shall be limited to one color.~~
4. Electronic message displays are prohibited from using television displays, plasma screens, LED screens, and holographic displays to message. ~~Sign copy shall not include any use of logos or symbols and message shall be limited to advertisement of events.~~
5. Each message shall remain in a fixed position for a minimum of 8 seconds. Each change of message shall be accomplished in one second or less.
6. ~~In the case of convenience stores, electric changeable message copy shall be limited only to advertise the price of automotive fuels.~~
7. Lighting.
 - a. Electronic message signs must be shielded to prevent beams or rays of light from being directed at any portion of the main travel way of the adjacent roads.
 - b. Electronic message displays cannot cause glare or impair the vision of any driver or interfere with the operation of the driver's vehicle.

- c. Electronic message displays shall not exceed a maximum of 5,000 candelas per square meter during daylight hours and a maximum of 500 candelas per square meter between dusk to dawn, as measured from the displays face at maximum brightness settings

181.13 ELECTRONIC MESSAGE DISPLAY. Electric message display shall be allowed on monument signs in residential zoning districts (institutional uses only), General Commercial (C-2), Limited Industrial (M-1), and Medium Industrial (M-2) Districts, provided the following conditions are met:

1. All requirements of Section 181.06, Monument Signs, shall apply, except for the following modifications:
 - a. Only one sign containing an electronic message display is allowed per site.
 - b. Up to 50% of the maximum sign area or thirty-five (35) square feet may be dedicated to electronic message display
 - c. Section 181.13 shall be referenced when determining allowable zoning districts for signs having electronic message displays.
2. Electronic message displays shall be integral to and a part of an approved monument sign.
3. Electronic message displays shall not include any flashing, alternating or blinking lights, or multiple pictures or graphics that give the illusion of motion or a video.
4. Electronic message displays are prohibited from using television displays, plasma screens, LED screens, and holographic displays to message.
5. Each message shall remain in a fixed position for a minimum of 8 seconds. Each change of message shall be accomplished in one second or less.
6. Lighting.
 - a. Electronic message signs must be shielded to prevent beams or rays of light from being directed at any portion of the main travel way of the adjacent roads.
 - b. Electronic message displays cannot cause glare or impair the vision of any driver or interfere with the operation of the driver's vehicle.
 - c. Electronic message displays shall not exceed a maximum of 5,000 candelas per square meter during daylight hours and a maximum of 500 candelas per square meter between dusk to dawn, as measured from the displays face at maximum brightness settings



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

Item No. 6.i.
For Meeting of 3/4/2024
Resolution

TITLE: - Resolution Approving Purchase of 2 New Pickups from Stivers Ford in amount not to exceed \$102,312.00

CONTACT PERSON:

John Horton, Public Works Director

BRIEF HISTORY & ANALYSIS: As a part of the FY24 Capital Equipment Replacement Budget, staff had budgeted for the replacement of two of the fleet trucks. The budgeted dollar amount for this purchase was \$102,312.00. The replacement cost of the new trucks is \$99,686.00. This leaves a balance of \$2,626.00. Staff also intend to trade the two existing trucks in the fleet, but that price is unknown at this time as the dealer will not provide that number until the ordered trucks come in, and the exchange is set to take place. The savings realized from the trades will be used to outfit the new trucks with lift gates, emergency lighting, and other related equipment.

FUNDING SOURCE: FY24 Capital Equipment Replacement Budget

STAFF RECOMMENDATION: Approve resolution on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. RESOLUTION NO. 240304-66
2. Hand Written Quote February 2024

CITY OF BONDURANT
RESOLUTION NO. 240304-66

RESOLUTION APPROVING PURCHASE AGREEMENT OF 2 NEW PICKUP TRUCKS
IN THE AMOUNT NOT TO EXCEED OF \$102,312.00 FROM STIVERS FORD OF
WAUKEE

WHEREAS, on February 29, 2024, the City of Bondurant received the quote; AND

WHEREAS the City of Bondurant accepts the quote for purchase of:

- 1- Ford F-250 Extended Cab 4X4 Heavy Duty Pickup with short box; AND
- 1- Ford F-250 Extended Cab 4X4 Heavy Duty Pickup with long box

WHEREAS the City Council approves the purchase agreements for purchase; AND

WHEREAS payments are to be made to Stivers Ford of Waukee.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the 2024 Pickup Truck replacement purchase is awarded to Stivers Ford of Waukee in the amount not to exceed of \$102,312.00.

Passed this 4th day of March 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				

**HPU Group 4 - Extended Cab 4X4 Heavy Pickup, Short and Long Box,
Automatic Transmission**

Examples: Ford 250

STIVERS

	Shortbox	Longbox
Make:	FORD	FORD
Model Name:	F250	F250
Exact Model Code:	X2B	X2B
Trim Pkg. Common Name:	XL	XL
Exact Trim Pkg. Code:	600A	600A
Engine Code:	996	996
Transmission Code:	445	445
Payload Capacity:	3550	3360
Towing Capacity:	12600	12500

BASE VEHICLE SPECIFICATIONS			
Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	
Gross Vehicle Weight Rating	9,500 lb. GVWR minimum	STATE GVWR: 10000	
Wheelbase length (SHORT BOX)	Minimum 140 inches	STATE LENGTH: 148	
Wheelbase length (LONG BOX)	Minimum 158 inches	STATE LENGTH: 162	
Engine	Base V8 Engine (E85 FFV, if available in V8, must be provided); include all required options and other pertinent information.	Cylinders: 8	Liters: 6.2 HP: 385 Torque: 420
Engine Size (Cylinder/Liter)	E85 FFV Engine? Y		
Engine Block Heater		Y	
Drive Axle			
Rear Axle	Locking differential must be provided if available; limited slip acceptable if locking differential not available.	STATE RATIO: 3.73	Locking or Limited Slip provided? Y
Transfer Case	With Hi/Lo ranges	STD	
Transfer Case	Shift-on-the-fly	STD	
Electrical			
Power Point	Located in Driver Area	STD	
Doors & Windows			
Doors	Power locks with remote keyless entry	90L	
Key Sets with Fobs	2 Fobs with push button start; 2 keys and fobs w/o push button start	90L	
Windows	Power	90L	
Wipers	Intermittent	STD	
Exterior			
Bumper	Rear Step	STD	
License Plate Holders	Front and Rear License Plate Holders	STD	
Mirrors	Power, if available must provide; manual acceptable if power not available	90L	Power Included? Y
Recovery Hooks	Factory installed preferred, if available must provide; dealer installed acceptable when factory installed not available	STD	
Tailgate	Locking, if not standard	STD	
Floor			
Floor Covering	Full floor covering, rubber or vinyl acceptable.	STD	
Interior			
Air Conditioning	AC with all required options.	STD	
Bluetooth	Factory preferred but dealer installed acceptable	STD	
Gauge Package	Tachometer, oil pressure, coolant temperature, voltmeter and/or transmission temperature.	STD	
Radio	AM/FM with internal clock	STD	
Steering Column	Tilt / Cruise Control	525	
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp, Split bench seat (3-pass) w/cloth upholstery, folding center seat/armrest/storage box.	STD	
Safety			
Brakes	Power 4 Wheel Anti-lock	STD	
Daytime Running Lights	if available must provide	942	
Rearview Camera	Factory installed only	STD	
Suspension			
Suspension Package	Heavy Duty 4x4 off-road suspension and undercarriage protection package (heavy-duty shocks, skid plates, etc.); skid plates only acceptable in lieu of suspension package only when suspension package is not available.	17X	
Tires & Wheels			
Tires	Heavy-duty, "LT" ("P" passenger not acceptable) all-terrain radial tires; All-season M&S tires acceptable only when "LT" all terrain radials not available.	All Terrain or M&S provided? Y	
Spare	if available must provide	Is spare full size? Y	

HPU GROUP 4.1	BASE VEHICLE PRICE CONFIGURED AS 4X4 SHORT BOX PER ABOVE:		\$48,158.00
	Delivery Cost to Department of Administrative Services, Des Moines:		\$0.00
	TOTAL VEHICLE PRICE FOR 4X4 SHORT BOX INCLUDING BASE COST AND DELIVERY:		\$48,158.00 Final Bid Price
HPU GROUP 4.2	BASE VEHICLE PRICE CONFIGURED AS 4X4 LONG BOX PER ABOVE:		\$48,348.00
	Delivery Cost to Department of Administrative Services, Des Moines:		\$0.00
	TOTAL VEHICLE PRICE FOR 4X4 LONG BOX INCLUDING BASE COST AND DELIVERY:		\$48,348.00 Final Bid Price

Examples: Ford 250

STIVERS

ADDITIONAL OPTIONS				
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)		Cost
Engine Block Heater		DEDUCT COST:		
Engine Upgrade	Turbocharged Diesel, minimum 6.6L displacement - Must be rated minimum 350 HP, minimum 750 lb./ft. torque with HD automatic transmission. Include all required options and other pertinent information.	Cylinders: 8	Liters: 6.7	\$10,750.00
Doors & Windows		HP: 475	Torque: 1050	
Key Sets, Additional	2 Fobs with push button start; 2 keys and fobs w/o push button start	DLR		350
Exterior				
Bed liner	Spray In, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85S	Factory installed? Y	595
Bed Insert	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85L	Factory installed? Y	350
Bed Mat	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85M	Factory installed? Y	150
Cargo Tie Downs	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD	Factory installed?	0
Mud flaps	OEM or OEM authorized flexible heavy duty, behind all wheels. No dealer logo on mud flaps. Dealer installed acceptable.	G1S		\$130.00
Running Boards	Tubular, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	18B	Factory installed?	\$445.00
Tonneau Cover	Soft material style, rolling or tri-fold; dealer installed acceptable.	DLR	Factory installed? Y	\$595.00
Tonneau Cover	Hard surface, locking, dealer installed acceptable.	DLR		\$1,200.00
Trailer Brake Controller	OEM integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	52B		\$350.00
Trailer tow mirrors	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD	Factory installed? Y	\$0.00
Trailer tow package #1	Class IV receiver hitch, 2-inch shaft, 7-wire trailer wiring receptacle at hitch. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD	Factory installed?	\$0.00
Trailer tow package #2	Gooseneck Trailer Hitch; Includes 7 way trailer wiring, steel, powder coated finish (if available must provide), must meet all OEM fastening requirements, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	53W 15J	Factory installed?	\$895
Interior				
Outfitter Switch		66S		200
Floor				
Floor Mats	All Weather; dealer installed acceptable.	DLR		\$200.00
Safety				
Alarm	Backup alarm, Factory preferred but dealer installed acceptable.	43C	Factory installed? Y	\$200.00
Reverse Sensing System	Factory preferred but dealer installed acceptable.	NA	Factory installed? Y	NA
Suspension				
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	473	Factory installed? Y	\$300.00
Other				
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:		1

DELIVERY			
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge	\$3.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	0.00

Pickup
White

Base Price
Spray in Bedliner
OEM Platform
Running Boards
Trailer Brake Controller
Upfitter switches

48,158
595
445
350
200

\$ 49,748

Stivers Ford
Ryley SchlederShort Box

**HPU Group 4 - Extended Cab 4X4 Heavy Pickup, Short and Long Box,
Automatic Transmission**

Examples: Ford 250

STIVERS

	Shortbox	Longbox
Make:	FORD	FORD
Model Name:	F250	F250
Exact Model Code:	X2B	X2B
Trim Pkg. Common Name:	XL	XL
Exact Trim Pkg. Code:	600A	600A
Engine Code:	996	996
Transmission Code:	44S	44S
Payload Capacity:	3550	3360
Towing Capacity:	12600	12500

BASE VEHICLE SPECIFICATIONS		
Body & Chassis	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)
Gross Vehicle Weight Rating	9,500 lb. GVWR minimum	STATE GVWR: 10000
Wheelbase length (SHORT BOX)	Minimum 140 inches	STATE LENGTH: 148
Wheelbase length (LONG BOX)	Minimum 158 inches	STATE LENGTH: 162
Engine		
Engine Size (Cylinder/Liter)	Base V8 Engine (E85 FFV, if available in V8, must be provided); include all required options and other pertinent information. E85 FFV Engine? Y	Cylinders: 8 Liters: 6.2 HP: 385 Torque: 420
Engine Block Heater		Y
Drive Axle		
Rear Axle	Locking differential must be provided if available; limited slip acceptable if locking differential not available.	STATE RATIO: 3.73 Locking or Limited Slip provided? Y
Transfer Case	With Hi/Lo ranges	STD
Transfer Case	Shift-on-the-fly	STD
Electrical		
Power Point	Located in Driver Area	STD
Doors & Windows		
Doors	Power locks with remote keyless entry	90L
Key Sets with Fobs	2 Fobs with push button start; 2 keys and fobs w/o push button start	90L
Windows	Power	90L
Wipers	Intermittent	STD
Exterior		
Bumper	Rear Step	STD
License Plate Holders	Front and Rear License Plate Holders	STD
Mirrors	Power, if available must provide; manual acceptable if power not available	90L Power Included? Y
Recovery Hooks	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD
Tailgate	Locking, if not standard	STD
Floor		
Floor Covering	Full floor covering, rubber or vinyl acceptable.	STD
Interior		
Air Conditioning	AC with all required options.	STD
Bluetooth	Factory preferred but dealer installed acceptable	STD
Gauge Package	Tachometer, oil pressure, coolant temperature, voltmeter and /or transmission temperature.	STD
Radio	AM/FM with internal clock	STD
Steering Column	Tilt / Cruise Control	52S
Trim Package	Interior, with insulating headliner, full door and back of cab panels, dome lamp. Split bench seat (3-pass) w/cloth upholstery, folding center seat/armrest/storage box.	STD
Safety		
Brakes	Power 4 Wheel Anti-lock	STD
Daytime Running Lights	if available must provide	94Z
Rearview Camera	Factory installed only	STD
Suspension		
Suspension Package	Heavy Duty 4x4 off-road suspension and undercarriage protection package (heavy-duty shocks, skid plates, etc.); skid plates only acceptable in lieu of suspension package only when suspension package is not available.	17X
Tires & Wheels		
Tires	Heavy-duty, "LT" ("P" passenger not acceptable) all-terrain radial tires; All-season M&S tires acceptable only when "LT" all terrain radials not available.	All Terrain or M&S provided? Y
Spare	if available must provide	Is spare full size? Y

	BASE VEHICLE PRICE CONFIGURED AS 4X4 SHORT BOX PER ABOVE:	\$48,158.00
	Delivery Cost to Department of Administrative Services, Des Moines:	\$0.00
HPU GROUP 4.1	TOTAL VEHICLE PRICE FOR 4X4 SHORT BOX INCLUDING BASE COST AND DELIVERY:	\$48,158.00

Final Bid Price

	BASE VEHICLE PRICE CONFIGURED AS 4X4 LONG BOX PER ABOVE:	\$48,348.00
	Delivery Cost to Department of Administrative Services, Des Moines:	\$0.00
HPU GROUP 4.2	TOTAL VEHICLE PRICE FOR 4X4 LONG BOX INCLUDING BASE COST AND DELIVERY:	\$48,348.00

Final Bid Price

HPU Group 4 - Extended Cab 4X4 Heavy Pickup, Short and Long Box,

Page 2

Examples: Ford 250

STIVERS

ADDITIONAL OPTIONS			
Engine	Minimum Requirements	Mfg. Codes - Specs (Note STD for standard)	Cost
Engine Block Heater			
Engine Upgrade	Turbocharged Diesel, minimum 6.6L displacement - Must be rated minimum 350 HP, minimum 750 lb./ft. torque with HD automatic transmission. Include all required options and other pertinent information.	Cylinders: 8 Liters: 6.7 HP: 475 Torque: 1050	DEDUCT COST: \$10,750.00
Doors & Windows			
Key Sets, Additional	2 Fobs with push button start; 2 keys and fobs w/o push button start	DLR	350
Exterior			
Bed Liner	Spray in, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85S Factory installed? Y	595
Bed Insert	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85L Factory installed? Y	350
Bed Mat	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	85M Factory installed? Y	150
Cargo Tie Downs	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD Factory installed?	0
Mud flaps	OEM or OEM authorized flexible heavy duty, behind all wheels. No dealer logo on mud flaps. Dealer installed acceptable.	61S	\$130.00
Running Boards	Tubular, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	18B Factory installed?	\$445.00
Tonneau Cover	Soft material style, rolling or tri-fold; dealer installed acceptable.	DLR Factory installed? Y	\$595.00
Tonneau Cover	Hard surface, locking; dealer installed acceptable.	DLR	\$1,200.00
Trailer Brake Controller	OEM integrated; Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	52B	\$350.00
Trailer tow mirrors	Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD Factory installed? Y	\$0.00
Trailer tow package #1	Class IV receiver hitch, 2-inch shaft, 7-wire trailer wiring receptacle at hitch. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	STD Factory installed?	\$0.00
Trailer tow package #2	Gooseneck Trailer Hitch; includes 7 way trailer wiring, steel, powder coated finish (if available must provide), must meet all OEM fastening requirements, Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	53W 15J Factory installed?	895
Interior			
Outfitter Switch		66S	200
Floor			
Floor Mats	All Weather; dealer installed acceptable.	DLR	\$200.00
Safety			
Alarm	Backup alarm, Factory preferred but dealer installed acceptable.	43C Factory installed? Y	\$200.00
Reverse Sensing System	Factory preferred but dealer installed acceptable.	NA Factory installed? Y	NA
Suspension			
Snow Plow Prep Package	Increased capacity front suspension and other components necessary for increased load caused by installation of a front snow plow. Factory installed preferred, if available must provide; dealer installed acceptable when Factory installed not available.	473 Factory installed? Y	\$300.00
Other			
Options not listed above	Discount percentage off MSRP for options \$2,000 or less as specified in the Vehicle Specifications Terms and Conditions document attached to the bid. Engine and powertrain options excluded.	Enter Percentage Discount MSRP:	1

DELIVERY			
Delivery FOB	Price per mile to deliver vehicle anywhere in State of Iowa	Per Mile Charge	\$3.50
Delivery Cost	Delivery Cost to Department of Administrative Services, in Des Moines, IA	Enter miles in whole number:	0.00

Pickup
White

Base Price
Spray in Bedliner
OEM Platform Running Boards
Trailer Brake Controller
Uptfitter Switches

48,348
595
445
350
200

\$49,938

Stivers Ford
Ryley Schleder

Long Box



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

Item No. 7.a.
For Meeting of 3/4/2024
Public Hearing

TITLE: Public Hearing to consider text amendments to Sections 179.01, 180.04, 180.05, and 180.07 of the Zoning Code regarding Stormwater Detention and Retention Basin Setback Requirements

CONTACT PERSON:

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

BRIEF HISTORY & ANALYSIS: The Planning and Zoning Commission requested staff look into amending the Zoning Code in regards to stormwater detention and retention basin setback requirements. Currently, the Zoning Code does not address setbacks for such basins. Staff is proposing all grading for stormwater detention and retention basins to be at least 6' from all property lines. Staff's recommended text amendments specifically state the setback requirement in Sections 179.01.2.D and 180.05.4.J. The proposed text amendments also require these setbacks are included on all proposed preliminary plats (Section 180.07.2.U), area general plans (Section 180.04.6) and construction documents (Section 180.05.4.J.). The proposed text amendments can be seen in the attached document and attached resolution.

The Planning and Zoning Commission at their January 11, 2024, meeting voted 7-0 to recommend approval of the attached text amendment.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Hold public hearing

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Proposed Detention Pond Setbacks

Section 179.01.2.D.

D. The proposed development shall be designed with adequate water mains, provisions for sanitary sewage facilities, storm sewers (storm sewers to be designed for 5-year storm calculations) and drains and flood control, in accordance with the ordinances and regulations of the City and statutes and regulations of the State and good engineering practice to protect the public health and welfare and not overload any existing public utilities. Surface drainage shall be directed to on-site detention, where required, and to storm sewers in accordance with applicable design standards, including the requirement to extend public storm sewer if deemed necessary. All storm drainage calculations shall include capacity of downstream facilities and be sized to accommodate existing facilities.

- a. A minimum six (6) foot wide buffer strip shall be located around every stormwater drainage basin directly abutting the overflow water level. The buffer strip should be at least 5:1 or flatter.

Section 180.04.6

6. An Area General Plan may be prepared and submitted by the Developer, for approval by the Reviewing Authority, prior to the submission of the initial Preliminary Plat. The Review Authority shall determine that either of the following conditions exists to warrant a requirement and submission of an Area General Plan
 - a) The parcel initially proposed for platting constitutes a portion of a larger tract of land owned, or under option to purchase by the Developer.
 - b) The parcel initially proposed for platting constitutes a portion of a larger land area, the development of which will be complicated by unusual problems of drainage, street layout, utility services, land usage, or land ownership pattern.

The Area General Plan shall show property boundaries, land characteristics including wetlands, drainage patterns, flood prone areas as identified on Flood Prone Area Maps of the Federal Emergency Management Agency, wooded areas and major topographic features, existing streets, existing buildings, sewer lines, water lines and pipelines. Also to be shown in the Area General Plan are the proposed sanitary sewage collection, stormwater transportation and stormwater detention and detention pond buffer strip; proposed location of commercial areas, residential areas, and parks or other public areas. The Area General Plan shall be prepared to a proper scale of one (1) inch equals one hundred (100) feet (1 inch equals 100 feet) or larger, and to proper accuracy.

The Zoning Administrator / City Administrator and / or City Engineer shall review the Area General Plan for compliance with these regulations and its consistency with the City's Land Use Plan and applicable municipal development plans, or parts

thereof. Upon review, the Area General Plan shall be presented to the Planning and Zoning Commission; Action from said Commission shall take the form of approval or denial within thirty (30) days following the review of the Zoning Administrator / City Administrator and / or City Engineer.

The Area General Plan may serve as the Developer's official Preliminary Plat, provided that the Area General Plan submitted as the official Preliminary Plat by the Developer, conforms to the requirements as set forth in these regulations.

A portion of the Area General Plan may serve as the Developer's official Preliminary Plat, provided that this portion is clearly designated and provided that this portion of the Area General Plan submitted as the official Preliminary Plat conforms to the regulations for Preliminary Plats.

The approval of the Area General Plan by the City shall be in effect for a period of at least one (1) year from the approval date, but the approval is subject thereafter to withdrawal by the City upon notice to the Developer after that date.

The approval of the Area General Plan shall confer upon the Developer the right to proceed with the subdivision platting process set forth in this Ordinance for the lands depicted in the Area General Plan.

Section 180.05.4.J

J. Construction Plans. Detailed construction plans showing the grading plan and all required public and private improvements including streets, stormwater detention facilities, stormwater detention buffer strips, storm sewers, water main, sanitary sewer, and other applicable improvements. The construction plans must show all areas designated as overland flow swales or drainage courses. The construction plan shall include spot design elevations along the flow line of all drainage swales at each property line and mid-lot location exceed 50 feet. The City may require spot elevations to be added at additional locations deems critical to the proper performance of drainage path. Construction of improvements within a subdivision shall not commence prior to the approval of the construction plans unless the City authorizes the start of construction prior to the approval of the construction plans.

- (1) A minimum six (6) foot wide buffer strip shall be located around every stormwater drainage basin directly abutting the overflow water level. The buffer strip should be at least 5:1 or flatter.

180.07 PRELIMINARY PLAT REQUIREMENTS. (See example of preliminary plat in the Appendix.) The preliminary plat of a subdivision is not intended to constitute

approval of the preliminary plat serve as a record plan. Its purpose is to show on a map all facts needed to enable the Commission to determine whether the proposed layout of the land in question is satisfactory from the standpoint of the public interest. The subdivider, or any representative of the subdivider may call at the City offices in advance of the preliminary plat in order to discuss the proposed subdivision and in order to obtain information as to the requirements necessary for approval of the plat.

1. **Number of Copies and Scale.** Fourteen (14) copies of the preliminary plat shall be submitted as prescribed for review. The scale of the map shall be one (1) inch equals fifty (50) feet on small subdivisions, and one (1) inch equals one hundred (100) feet on large subdivisions, unless otherwise approved by the Commission.

2. **Contents of Preliminary Plat.**

- A. Name of subdivision
- B. Date
- C. Point of compass
- D. Scale
- E. Legal description of the property being platted
- F. Name and address of recorded owner and of developer
- G. Name and address of Engineer and/or Land Surveyor
- H. Existing buildings, railroads, underground utilities, and other [right-of-way](#)
- I. Location, names and widths of all existing and proposed roads, [alleys](#), streets, and highways in or adjoining the area being subdivided
- J. Location and names of adjoining subdivisions, and the names of the owners of adjoining acreage parcels.
- K. Building setback lines
- L. Areas dedicated for public use, such as schools, parks and playgrounds
- M. Contour lines at intervals of not more than two (2) feet
- N. Proposed lot lines with approximate dimensions and the square foot area of non-rectangular lots
- O. Boundaries of the proposed subdivision shall be indicated by a heavy line
- P. Zoning classification of the area
- Q. Proposed utility service:
 - (1) Source of water supply
 - (2) Provision for sewage disposal

- (3) Provision for storm water drainage, including calculations of storm water runoff from the site
- R. A vicinity sketch at a legible scale showing the relationship of the plat to its general surroundings
- S. Lot numbers
- T. Proposed street widths
- U. Stormwater Drainage Plan. Detailed report setting forth the design parameters for any water detention facility required to reduce the release rate to a five (5) year release rate. The report must include the initial analysis of the storm sewer system and overland flow has to ensure the stormwater drainage plan is adequate to accommodate the runoff from a 5-year storm in storm sewers with overland flow paths to accommodate the runoff from a 100-year storm without adverse ponding.
- (1) A minimum six (6) foot wide buffer strip shall be located around every stormwater drainage basin directly abutting the overflow water level. The buffer strip should be at least 5:1 or flatter
- V. Location, character, and dimension of all existing and proposed [easements](#) to be used for utility purposes
- W. Name, certification and seal of registered land surveyor who prepared the plat
- X. Provide bench mark information indicating city datum is being used
- Y. Show all existing site features and proposed water courses
- Z. Zoning Change Agreement. Where a zoning change is requested in conjunction with or prior to the subdivision process, the city may require the subdivider to provide a Zoning Change Agreement which relegates authority to the City to revert the property back to the original zoning classification if the schedule or requirements set forth by the City are not fully in compliance by a date mutually agreed to by the subdivider and City.
- AA. Narrative demonstrating how the proposed project is consistent with the land use plan, infrastructure system plans, park plans, and the general goals and policies of the [comprehensive plan](#) and any approved infrastructure system or area master plans.



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

Item No. 7.b.
For Meeting of 3/4/2024
Public Hearing

TITLE: Public Hearing to consider text amendments to Section 177.04 of the Zoning Code regarding Accessory Structure Setback Requirements

CONTACT PERSON:

Isaac Pezley, City Planner

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: City staff received a building permit for an accessory structure located closer than 6' to the primary structure. The proposed accessory structure featured firewalls facing the two sides it abutted the primary structure. City staff reviewed accessory structure/building code from other Des Moines metropolitan communities and found the majority of those communities do not have separation requirements for accessory and primary structures/buildings. City staff drafted the proposed amendment and submitted it to the Bodurant Fire Marshal and Veenstra & Kim for fire and building review. Both parties indicated they are okay with the proposed text amendments but would like to review all accessory structures with firewalls moving forward.

City staff introduced three options for the Planning and Zoning Commission to consider:

- Option 1 is to recommend approval of a text amendment allowing accessory structures to be as close as 3' from primary structures as long as a firewall is installed along all walls facing the primary structure.
- Option 2 is to recommend approval of a text amendment with Option 1's wording but also require all accessory structures meet primary structure setback requirements.
- Option 3 is to recommend denial of the text amendment and staff will no longer pursue a text amendment for this subject.

Staff included research of how accessory structures setback requirements from primary structures are handled in other Des Moines metro communities. This research is attached.

The Planning and Zoning Commission at their January 11, 2024 meeting voted 7-0 to

recommend the proposed text amendment option 2.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Hold public hearing.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. Accessory Structure Research
2. Proposed Accessory Structure Text Amendment

Accessory Structure Research

Adel

- No accessory building within 10' of primary building

Ankeny

- No setback regulations

Altoona

- 6' from primary building except in R-4 District then 4' from primary building

Clive

- 5' from primary building

Des Moines

- 3' unless otherwise stated

Grimes

- No setback regulations

Indianola

- 10' from primary building

Johnston

- Must meet building code separation requirements.

Norwalk

- 10' from primary building

Urbandale

- 10' unless fire protection is installed then 6'

Waukee

- 6' from primary building

West Des Moines

- If constructed within 5' of primary building it must meet primary structure setback requirements

177.04 ACCESSORY BUILDINGS. No accessory building shall be erected in any required court or in any yard other than a rear yard. Accessory buildings shall meet the appropriate bulk regulations for the zoning district listed in Chapter 178. Only one (1) detached garage and one (1) yard shed shall be allowed in a rear yard (this is not to be construed as not allowing gazebos, greenhouses, shelters and “children’s playhouses,” as long as the total aggregate building area does not exceed 30% of the rear yard). In A-1, R-1, R-2, R-4 Zoned Districts and for One & Two family dwelling lots in an R-3 and R-5 Zoning District, accessory garages shall be no larger than 1,000 square feet and yard sheds shall not be larger than 160 square feet. Accessory buildings shall be distant at least three (3) feet from alley lines, and/or lot lines of adjoining lots. However, in no case shall any eave or overhang extend closer than twelve (12) inches to a rear or side yard line and no accessory structure(s), except those permitted pursuant to the provisions of Ordinance Section 177.02 (fences), shall be permitted to be constructed, placed, located or built in and/or on any flowage easement. Accessory buildings may be built in utility easements; however, the property owner will be responsible for any additional costs incurred by a utility company in working around, removing, relocating, altering or dealing in any way with an accessory building placed in a utility easement. Accessory buildings must be erected separately from and six (6) feet distant (into rear yard) from the principal structure except in R-4 districts where accessory building shall be no closer than four (4) feet to the principal structure providing they meet all applicable fire and building codes as adopted. Accessory buildings may be three (3) feet from the principal structure if the abutting side wall(s) have a firewall and approved by the Fire Marshall. All accessory buildings closer than six (6) to the principal structure must meet principal structure setback requirements. Any building so connected to the principal building shall be considered a part of the principal building and must meet the space requirements thereof. This regulation shall not be interpreted to prohibit the construction of a minimum two hundred forty (240) square foot, detached garage on a rear yard. No accessory building shall be constructed upon a lot until the construction of the principal building has been actually commenced, and no accessory building shall be used unless the principal building on the lot is being used. Accessory buildings exceeding 160 square feet in area shall be constructed of materials that are the same or similar to the principal building. Accessory buildings may be connected to the principal building by a breezeway with setbacks for the principal structure. An addition may be made to an existing principal structure which extends past the front of an existing legally established detached accessory structure, provided no connection or attachment is made between the existing detached structure and the addition, unless setbacks can be met as required for a principal structure.



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

Item No. 8.a.
For Meeting of 3/4/2024
Ordinance

TITLE: - Consideration of ordinance amending Sections 179.01, 180.04, 180.05, and 180.07 of the Zoning Code regarding Stormwater Detention and Retention Basin Setback Requirements

CONTACT PERSON:

Isaac Pezley, City Planner

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The Planning and Zoning Commission requested staff look into amending the Zoning Code regarding stormwater detention and retention basin setback requirements. Currently, the Zoning Code does not address setbacks for such basins. Staff is proposing all grading for stormwater detention and retention basins to be at least 5' from all property lines. Staff's recommended text amendments specifically state the setback requirement in Sections 179.01.2.D and 180.05.4.J. The proposed text amendments also require these setbacks are included on all proposed preliminary plats (Section 180.07.2.U), area general plans (Section 180.04.6) and construction documents (Section 180.05.4.J.). The proposed text amendments can be seen in the attached document and attached resolution.

The Planning and Zoning Commission at their January 11, 2024, meeting voted 7-0 to recommend approval of the attached text amendment.

A public hearing was held earlier on this agenda.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve one or more readings of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240304-204

CITY OF BONDURANT
ORDINANCE NO. 240304-204

**AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY
AMENDING MULTIPLE SECTION OF THE ZONING CODE REGARDING
STORMWATER DETENTION AND RETENTION BASIN SETBACK REQUIREMENTS.**

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

Section 1. **SECTIONS AMENDED.** Sections 179 and 180 of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

Section 179.01.2.D.

D. The proposed development shall be designed with adequate water mains, provisions for sanitary sewage facilities, storm sewers (storm sewers to be designed for 5-year storm calculations) and drains and flood control, in accordance with the ordinances and regulations of the City and statutes and regulations of the State and good engineering practice to protect the public health and welfare and not overload any existing public utilities. Surface drainage shall be directed to on-site detention, where required, and to storm sewers in accordance with applicable design standards, including the requirement to extend public storm sewer if deemed necessary. All storm drainage calculations shall include capacity of downstream facilities and be sized to accommodate existing facilities.

- a. A minimum six (6) foot wide buffer strip shall be located around every stormwater drainage basin directly abutting the overflow water level. The buffer strip should be at least 5:1 or flatter.

Section 180.04.6

6. An Area General Plan may be prepared and submitted by the Developer, for approval by the Reviewing Authority, prior to the submission of the initial Preliminary Plat. The Review Authority shall determine that either of the following conditions exists to warrant a requirement and submission of an Area General Plan
 - a) The parcel initially proposed for platting constitutes a portion of a larger tract of land owned, or under option to purchase by the Developer.
 - b) The parcel initially proposed for platting constitutes a portion of a larger land area, the development of which will be complicated by unusual problems of drainage, street layout, utility services, land usage, or land ownership pattern.

The Area General Plan shall show property boundaries, land characteristics including wetlands, drainage patterns, flood prone areas as identified on Flood Prone Area Maps of the Federal Emergency Management Agency, wooded areas and major topographic features, existing streets, existing buildings, sewer lines, water lines and pipelines. Also to be shown in the Area General Plan are the proposed sanitary sewage collection, stormwater transportation and stormwater detention **and detention pond buffer strip**; proposed location of commercial areas, residential areas, and parks or other public areas. The Area General Plan shall be prepared to a proper scale of one (1) inch equals one hundred (100) feet (1 inch equals 100 feet) or larger, and to proper accuracy.

The Zoning Administrator / City Administrator and / or City Engineer shall review the Area General Plan for compliance with these regulations and its consistency with the City's Land Use Plan and applicable municipal development plans, or parts thereof. Upon review, the Area General Plan shall be presented to the Planning and Zoning Commission; Action from said Commission shall take the form of approval or denial within thirty (30) days following the review of the Zoning Administrator / City Administrator and / or City Engineer.

The Area General Plan may serve as the Developer's official Preliminary Plat, provided that the Area General Plan submitted as the official Preliminary Plat by the Developer, conforms to the requirements as set forth in these regulations.

A portion of the Area General Plan may serve as the Developer's official Preliminary Plat, provided that this portion is clearly designated and provided that this portion of the Area General Plan submitted as the official Preliminary Plat conforms to the regulations for Preliminary Plats.

The approval of the Area General Plan by the City shall be in effect for a period of at least one (1) year from the approval date, but the approval is subject thereafter to withdrawal by the City upon notice to the Developer after that date.

The approval of the Area General Plan shall confer upon the Developer the right to proceed with the subdivision platting process set forth in this Ordinance for the lands depicted in the Area General Plan.

Section 180.05.4.J

- J. Construction Plans. Detailed construction plans showing the grading plan and all required public and private improvements including streets, stormwater detention facilities, **stormwater detention buffer strips**, storm sewers, water main, sanitary sewer, and other applicable improvements. The construction plans must show all areas designated as overland flow swales or drainage courses. The construction plan shall include spot design elevations along the flow line of all drainage swales at each property line and mid-lot location exceed

50 feet. The City may require spot elevations to be added at additional locations deems critical to the proper performance of drainage path. Construction of improvements within a subdivision shall not commence prior to the approval of the construction plans unless the City authorizes the start of construction prior to the approval of the construction plans.

- (1) A minimum six (6) foot wide buffer strip shall be located around every stormwater drainage basin directly abutting the overflow water level. The buffer strip should be at least 5:1 or flatter.

180.07 PRELIMINARY PLAT REQUIREMENTS. (See example of preliminary plat in the Appendix.) The preliminary plat of a subdivision is not intended to constitute approval of the preliminary plat serve as a record plan. Its purpose is to show on a map all facts needed to enable the Commission to determine whether the proposed layout of the land in question is satisfactory from the standpoint of the public interest. The subdivider, or any representative of the subdivider may call at the City offices in advance of the preliminary plat in order to discuss the proposed subdivision and in order to obtain information as to the requirements necessary for approval of the plat.

1. **Number of Copies and Scale.** Fourteen (14) copies of the preliminary plat shall be submitted as prescribed for review. The scale of the map shall be one (1) inch equals fifty (50) feet on small subdivisions, and one (1) inch equals one hundred (100) feet on large subdivisions, unless otherwise approved by the Commission.
2. **Contents of Preliminary Plat.**
 - A. Name of subdivision
 - B. Date
 - C. Point of compass
 - D. Scale
 - E. Legal description of the property being platted
 - F. Name and address of recorded owner and of developer
 - G. Name and address of Engineer and/or Land Surveyor
 - H. Existing buildings, railroads, underground utilities, and other [right-of-way](#)
 - I. Location, names and widths of all existing and proposed roads, [alleys](#), streets, and highways in or adjoining the area being subdivided
 - J. Location and names of adjoining subdivisions, and the names of the owners of adjoining acreage parcels.
 - K. Building setback lines

- L. Areas dedicated for public use, such as schools, parks and playgrounds
- M. Contour lines at intervals of not more than two (2) feet
- N. Proposed lot lines with approximate dimensions and the square foot area of non-rectangular lots
- O. Boundaries of the proposed subdivision shall be indicated by a heavy line
- P. Zoning classification of the area
- Q. Proposed utility service:
 - (1) Source of water supply
 - (2) Provision for sewage disposal
 - (3) Provision for storm water drainage, including calculations of storm water runoff from the site
- R. A vicinity sketch at a legible scale showing the relationship of the plat to its general surroundings
- S. Lot numbers
- T. Proposed street widths
- U. Stormwater Drainage Plan. Detailed report setting forth the design parameters for any water detention facility required to reduce the release rate to a five (5) year release rate. The report must include the initial analysis of the storm sewer system and overland flow has to ensure the stormwater drainage plan is adequate to accommodate the runoff from a 5-year storm in storm sewers with overland flow paths to accommodate the runoff from a 100-year storm without adverse ponding.
 - (1) A minimum six (6) foot wide buffer strip shall be located around every stormwater drainage basin directly abutting the overflow water level. The buffer strip should be at least 5:1 or flatter
- V. Location, character, and dimension of all existing and proposed [easements](#) to be used for utility purposes
- W. Name, certification and seal of registered land surveyor who prepared the plat
- X. Provide bench mark information indicating city datum is being used
- Y. Show all existing site features and proposed water courses
- Z. Zoning Change Agreement. Where a zoning change is requested in conjunction with or prior to the subdivision process, the city may require the subdivider to provide a Zoning Change Agreement which relegates authority to the City to revert the property back to the original zoning classification if the schedule or requirements set forth by the City are not fully in compliance by a date mutually agreed to by the subdivider and City.

AA. Narrative demonstrating how the proposed project is consistent with the land use plan, infrastructure system plans, park plans, and the general goals and policies of the [comprehensive plan](#) and any approved infrastructure system or area master plans.

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

Section 3. SEVERABILITY. If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 4. EFFECTIVE DATE. This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

PASSED AND APPROVED by the City Council this ____ day of _____, 2024

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: March 4, 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 ____ day of _____, 2024.

Shelby Hagan
City Clerk



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

Item No. 8.b.
For Meeting of 3/4/2024
Ordinance

TITLE: - Consideration of ordinance amending Section 177.04 of the Zoning Code regarding Accessory Structure Setback Requirements

CONTACT PERSON:

Isaac Pezley, City Planner

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: City staff received a building permit for an accessory structure located closer than 6' to the primary structure. The proposed accessory structure featured firewalls facing the two sides it abutted the primary structure. City staff reviewed accessory structure/building code from other Des Moines metropolitan communities and found the majority of those communities do not have separation requirements for accessory and primary structures/buildings. City staff drafted the proposed amendment and submitted it to the Bodurant Fire Marshal and Veenstra & Kim for fire and building review. Both parties indicated they are okay with the proposed text amendments but would like to review all accessory structures with firewalls moving forward.

City staff introduced three options for the Planning and Zoning Commission to consider:

- Option 1 is to recommend approval of a text amendment allowing accessory structures to be as close as 3' from primary structures as long as a firewall is installed along all walls facing the primary structure.
- Option 2 is to recommend approval of a text amendment with Option 1's wording but also require all accessory structures meet primary structure setback requirements.
- Option 3 is to recommend denial of the text amendment and staff will no longer pursue a text amendment for this subject.

Staff included research of how accessory structures setback requirements from primary structures are handled in other Des Moines metro communities. This research is attached.

The Planning and Zoning Commission at their January 11, 2024, meeting voted 7-0 to

recommend the proposed text amendment.

A public hearing was held earlier on this agenda.

FUNDING SOURCE: NA

STAFF RECOMMENDATION: Approve one or more readings of the ordinance on a roll call vote.

APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. ORDINANCE NO. 240304-205
2. Accessory Structure Research

CITY OF BONDURANT
ORDINANCE NO. 240304-205

**AN ORDINANCE AMENDING THE CITY CODE OF BONDURANT, IOWA, BY
AMENDING THE FOLLOWING SECTION 177.04 OF THE ZONING CODE REGARDING
ACCESSORY STRUCTURE SETBACK REQUIREMENTS.**

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

Section 1. **SECTIONS AMENDED.** Section 177.04. of the Code of Ordinances of the City of Bondurant, Iowa, 2002, is amended to read as follows:

177.04 ACCESSORY BUILDINGS. No accessory building shall be erected in any required court or in any yard other than a rear yard. Accessory buildings shall meet the appropriate bulk regulations for the zoning district listed in Chapter 178. Only one (1) detached garage and one (1) yard shed shall be allowed in a rear yard (this is not to be construed as not allowing gazebos, greenhouses, shelters and “children’s playhouses,” as long as the total aggregate building area does not exceed 30% of the rear yard). In A-1, R-1, R-2, R-4 Zoned Districts and for One & Two family dwelling lots in an R-3 and R-5 Zoning District, accessory garages shall be no larger than 1,000 square feet and yard sheds shall not be larger than 160 square feet. Accessory buildings shall be distant at least three (3) feet from alley lines, and/or lot lines of adjoining lots. However, in no case shall any eave or overhang extend closer than twelve (12) inches to a rear or side yard line and no accessory structure(s), except those permitted pursuant to the provisions of Ordinance Section 177.02 (fences), shall be permitted to be constructed, placed, located or built in and/or on any flowage easement. Accessory buildings may be built in utility easements; however, the property owner will be responsible for any additional costs incurred by a utility company in working around, removing, relocating, altering or dealing in any way with an accessory building placed in a utility easement. Accessory buildings must be erected separately from and six (6) feet distant (into rear yard) from the principal structure except in R-4 districts where accessory building shall be no closer than four (4) feet to the principal structure providing they meet all applicable fire and building codes as adopted. Accessory buildings may be three (3) feet from the principal structure if the abutting side wall(s) have a firewall and approved by the Fire Marshall. All accessory buildings closer than six (6) to the principal structure must meet principal structure setback requirements. Any building so connected to the principal building shall be considered a part of the principal building and must meet the space requirements thereof. This regulation shall not be interpreted to prohibit the

construction of a minimum two hundred forty (240) square foot, detached garage on a rear yard. No accessory building shall be constructed upon a lot until the construction of the principal building has been actually commenced, and no accessory building shall be used unless the principal building on the lot is being used. Accessory buildings exceeding 160 square feet in area shall be constructed of materials that are the same or similar to the principal building. Accessory buildings may be connected to the principal building by a breezeway with setbacks for the principal structure. An addition may be made to an existing principal structure which extends past the front of an existing legally established detached accessory structure, provided no connection or attachment is made between the existing detached structure and the addition, unless setbacks can be met as required for a principal structure.

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

Section 3. **SEVERABILITY.** If any section, provisions, sentence, clause, phrase or part of this ordinance shall be adjudicated, invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any provision, section, subsection, sentence clause, phrase or part thereof not adjudged invalid or unconstitutional.

Section 4. **EFFECTIVE DATE.** This ordinance shall be in full force and effect following its passage, adoption and publication as required by law.

PASSED AND APPROVED by the City Council this ____ day of _____, 2024

CITY OF BONDURANT, POLK COUNTY, IOWA

DOUG ELROD, MAYOR

ATTEST:

SHELBY HAGAN, CITY CLERK

(SEAL)

FIRST CONSIDERATION: March 4, 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 ____ day of _____, 2024.

Shelby Hagan
City Clerk

Accessory Structure Research

Adel

- No accessory building within 10' of primary building

Ankeny

- No setback regulations

Altoona

- 6' from primary building except in R-4 District then 4' from primary building

Clive

- 5' from primary building

Des Moines

- 3' unless otherwise stated

Grimes

- No setback regulations

Indianola

- 10' from primary building

Johnston

- Must meet building code separation requirements.

Norwalk

- 10' from primary building

Urbandale

- 10' unless fire protection is installed then 6'

Waukee

- 6' from primary building

West Des Moines

- If constructed within 5' of primary building it must meet primary structure setback requirements



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

Item No. 9.a.
For Meeting of 3/4/2024
Discussion Item

TITLE: BRAVO ICON Art Grant

CONTACT PERSON:

Marketa Oliver, City Administrator

Maggie Murray, Planning & Community Development Director

BRIEF HISTORY & ANALYSIS: The City of Bondurant is working towards pursuing a grant for public art in Eagle Park through the BRAVO Icon Water Trails public art grant. The concept for this public art in this space is based on the idea of puddles that you would find along the creek. I/Thee notes that, "The concept envisions a trio of sculptural forms harmoniously integrated along Mud Creek and the existing footpath. Utilizing cast resin panels and earthcast concrete elements, these structures manifest as a bench, a table, and a canopy. Each of the three forms serve both as functional installations and aesthetic expressions, grounding visitors in the environment."



At their February meeting, the Parks and Recreation Board discussed the grant and concepts for art in Eagle Park and recommended soliciting a concept from I/Thee, the same group selected for the ARTocka Trail Loop because of their work with natural materials. The draft concept is attached. Staff is bringing this forward to council for discussion and this will also be a discussion on the March Parks and Recreation Board meeting.

The concept provided by I/Thee and the Eagle Park Master Plan are attached for

reference.

The grant is due April 5, 2024. It is a 50/50 cost share and Bondurant would be seeking \$25,000.

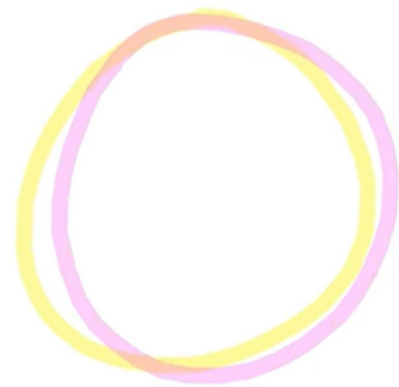
FUNDING SOURCE: Grant/LOSST

STAFF RECOMMENDATION: This is a discussion item.

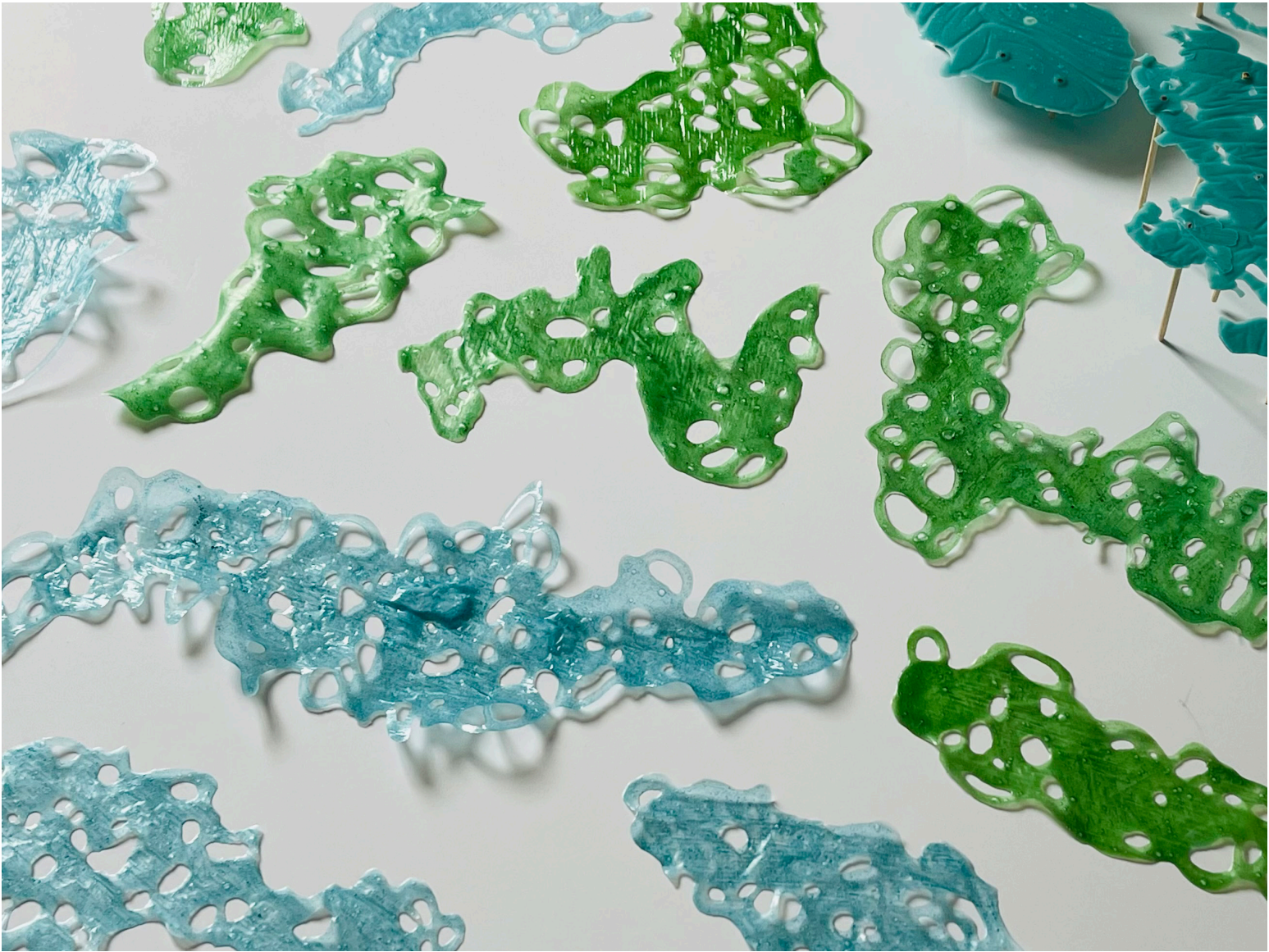
APPROVED FOR SUBMITTAL:

ATTACHMENTS:

1. 24282 Eagle Park Mud Creek
2. 20220616 Master_Plan_Graphic

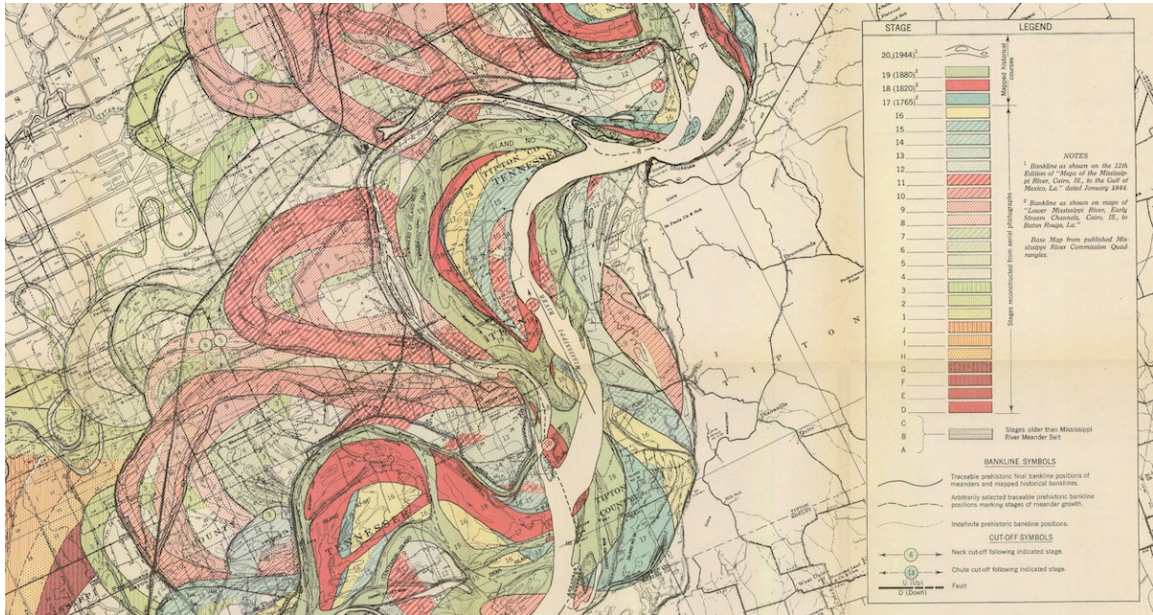


i/thee is a family and friends design
collaborative with projects around the world.
Our designs celebrate the co-sentience of
everything in the environment; living and
non-living; past and present;
I and thee.



Puddle Pavilions

The concept envisions a trio of sculptural forms harmoniously integrated along Mud Creek and the existing footpath. Utilizing cast resin panels and earth-cast concrete elements, these structures manifest as a bench, a table, and a canopy. Each of the three forms serve both as functional installations and aesthetic expressions, grounding visitors in the environment. The ethereal cast resin canopies hover above earth-cast concrete seating structures - resembling a solidified river frozen in time. The project, with its poetic approach, not only provides practical seating and gathering spaces but also becomes a physical record of ephemeral geological processes, etching the memory of the landscape into the clouds; transcending spatio-temporal limits with its presence.



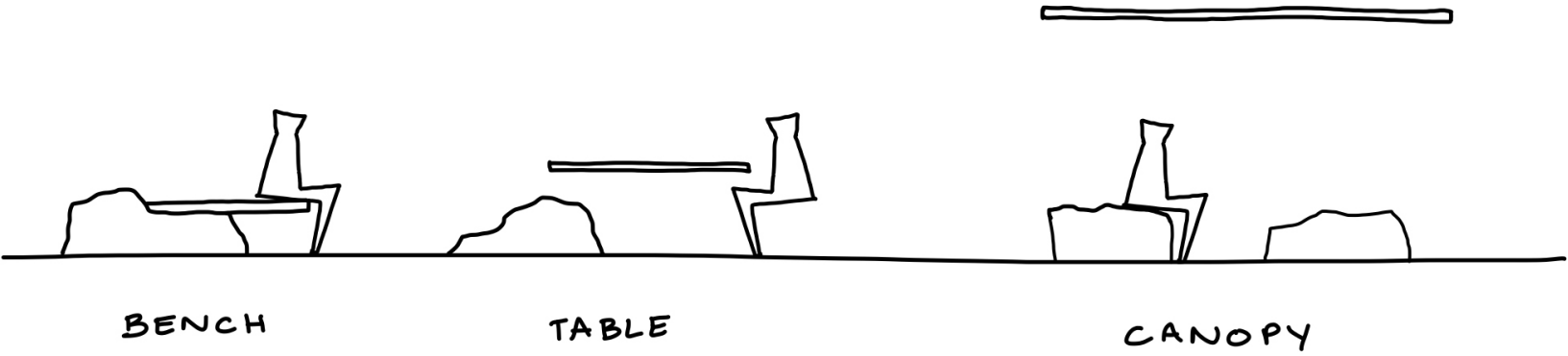
Meander Map of the Mississippi River over 2,000 years

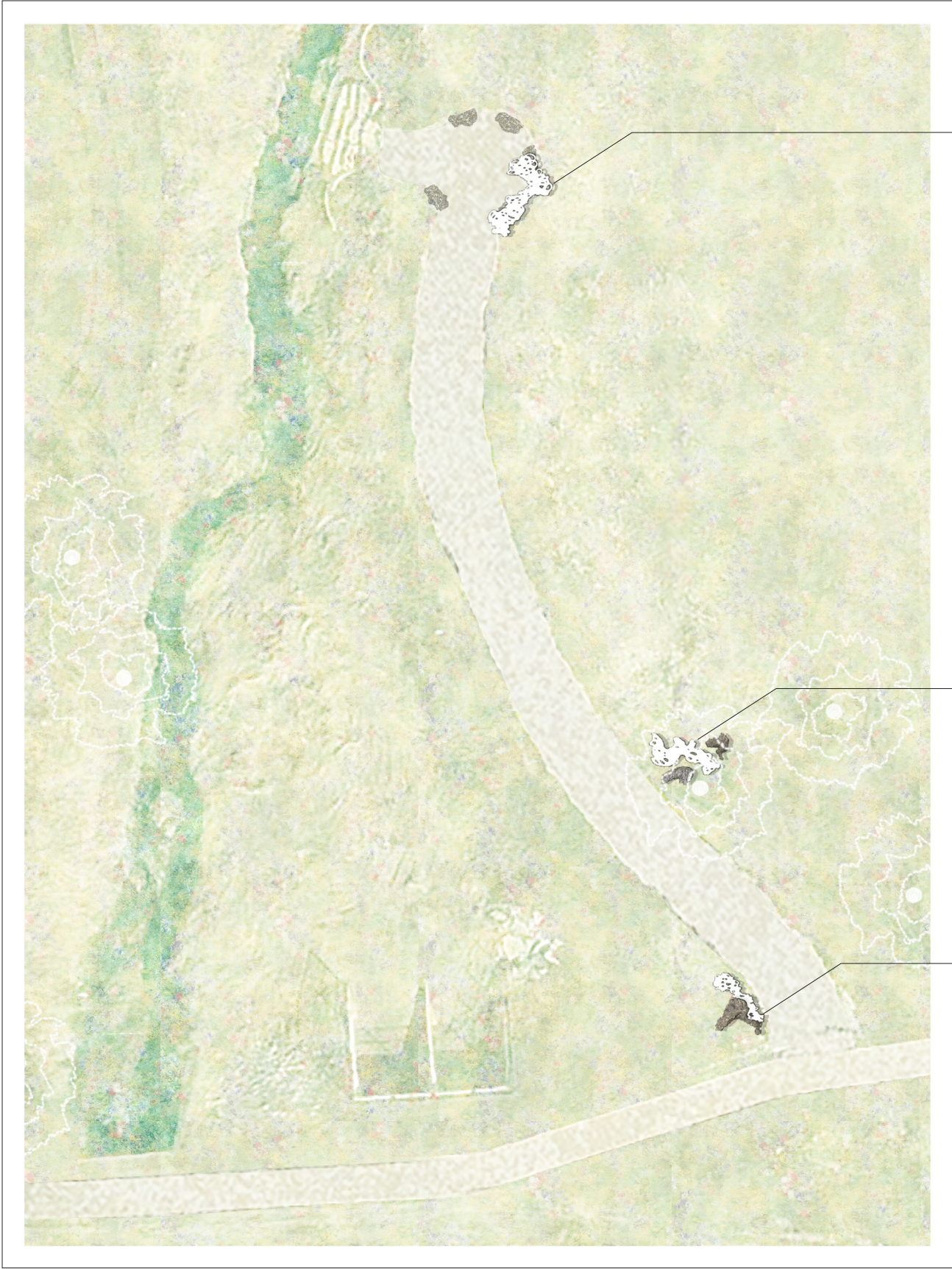


Komorebi (Japanese):
A dance of Light and Shadow



Puddle Pavilion
An elevated creek floating above the ground,
choreographing Shadow's dance.

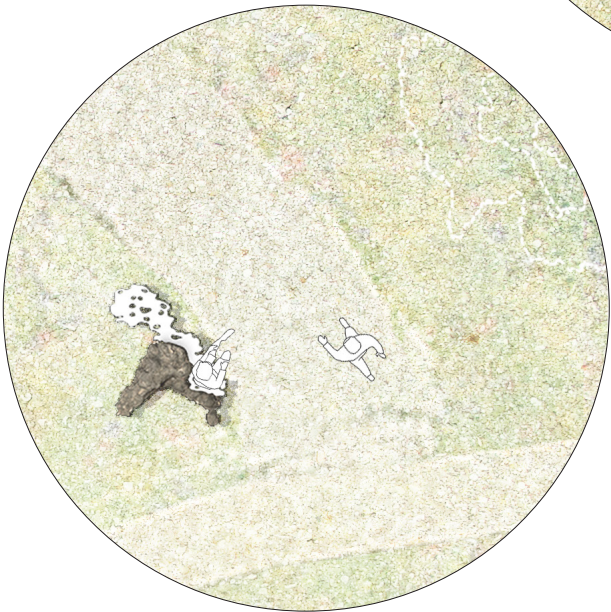
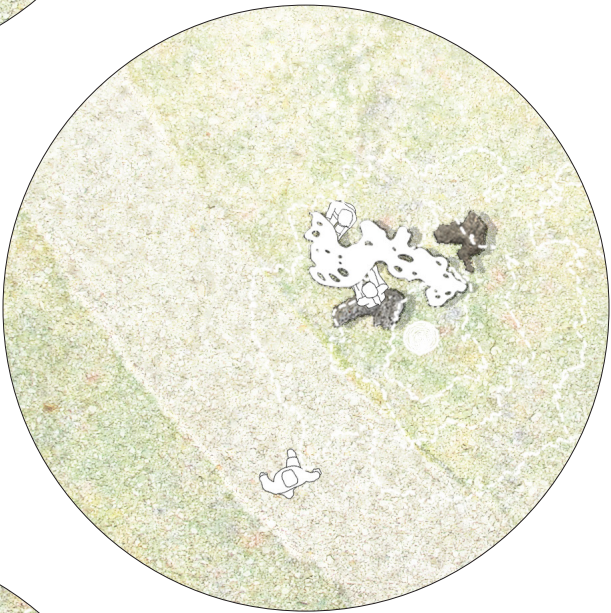
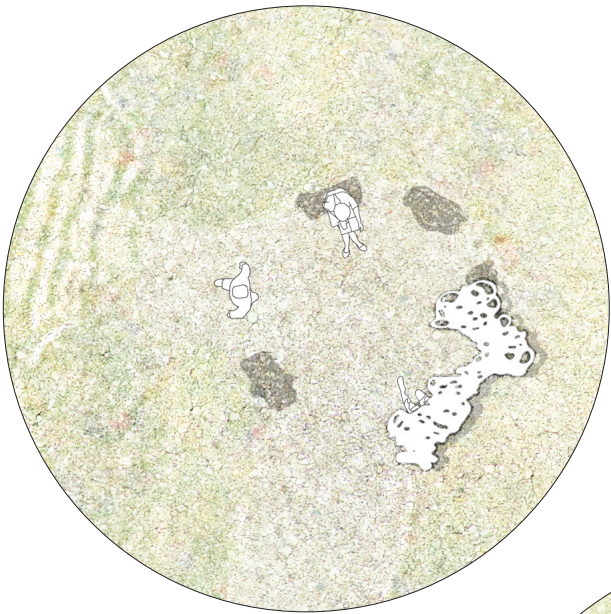




canopy

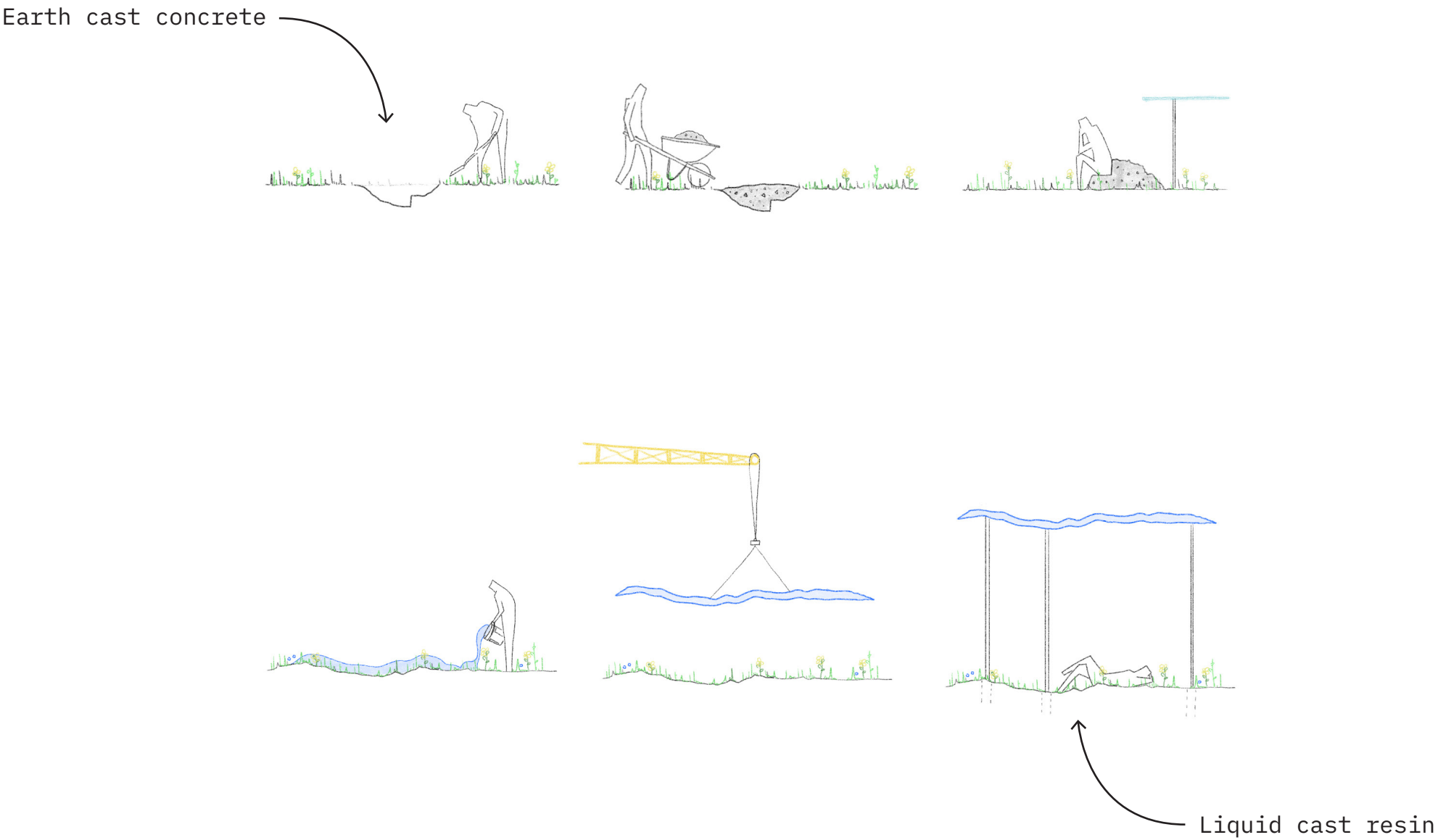
table

bench

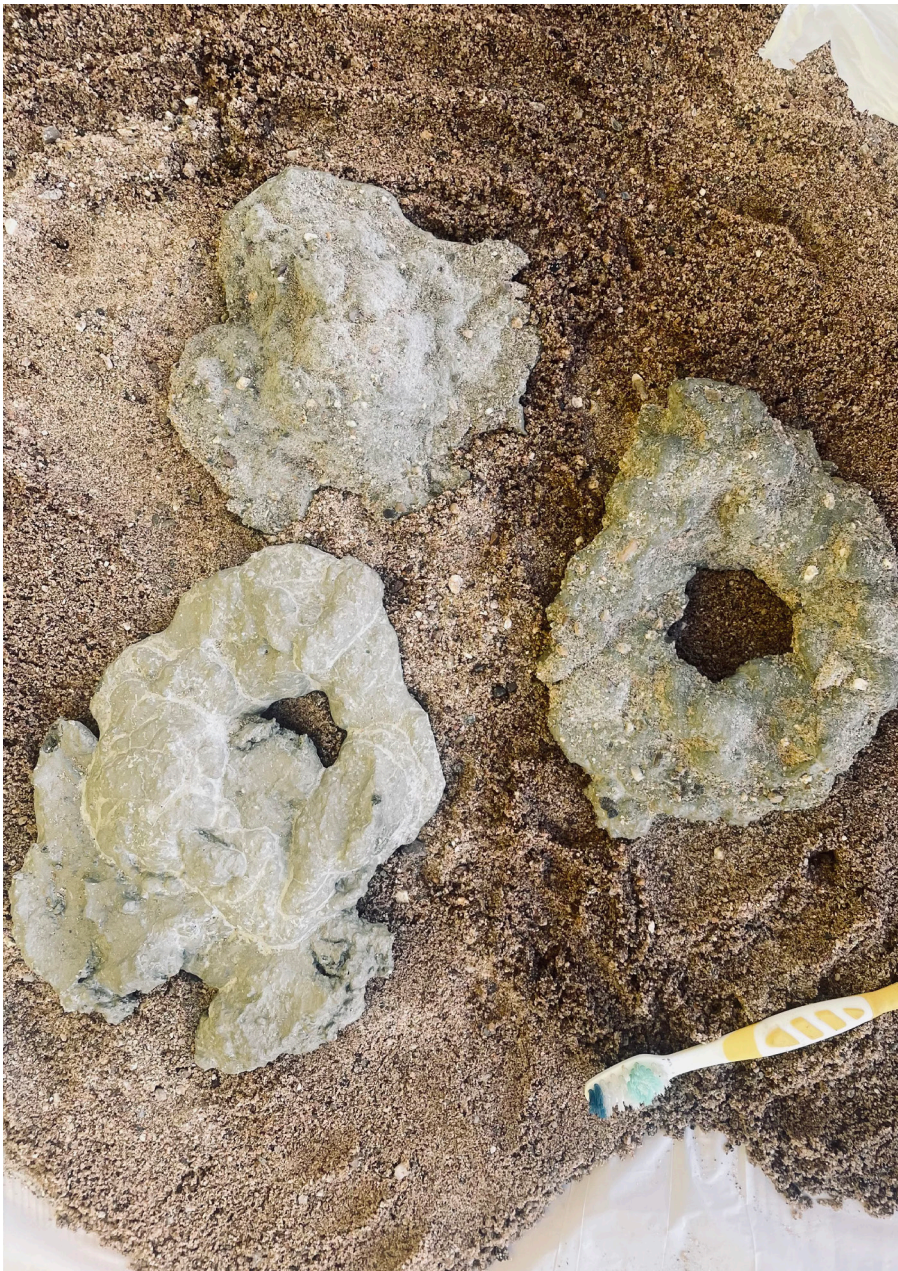




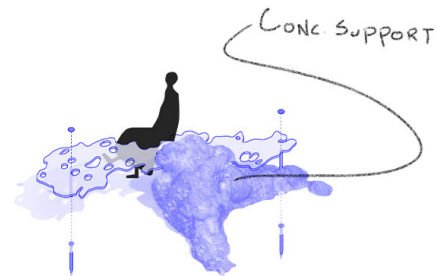
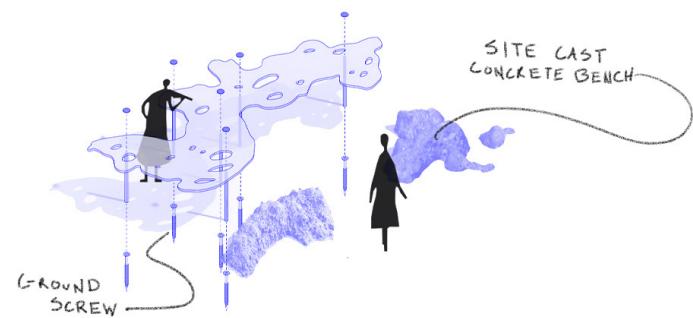
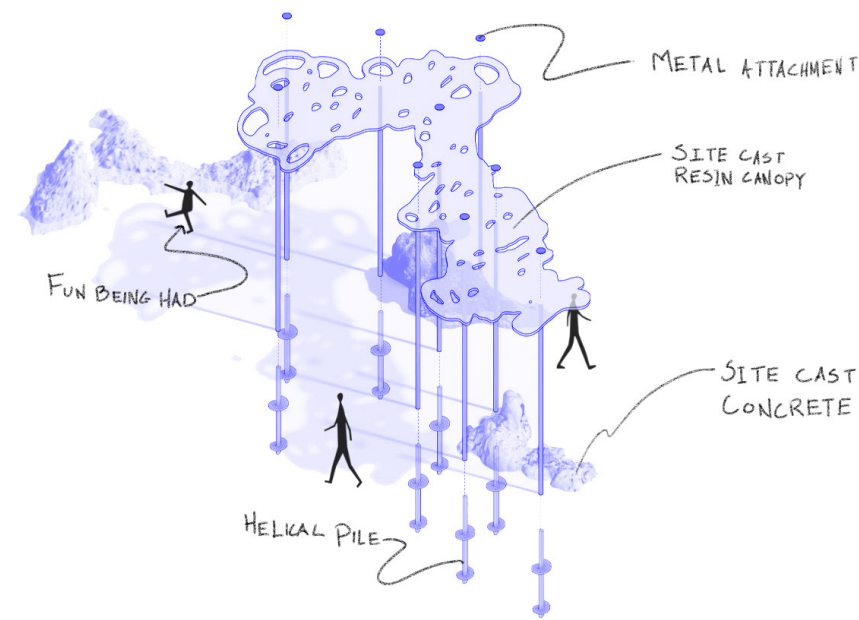




Liquid Cast Bio-Resin



Earth Cast Concrete



Budget & Material

Eath Cast Concrete	
Estimated concrete:	\$2,400
Estimated rebar:	\$500
Fabrication & install:	\$2,500
Site Cast Resin	
Cast bio-urethane:	\$10,000
Fabrication & install:	\$3,000
Hollow section tubes:	\$5,000
Foundation	
Helical pile:	\$10,000
Ground screw:	\$1,000
Hardware:	\$1,000
Install:	\$4,000
Equipment:	\$1,500
Transportation:	\$1,800
Accommodations:	\$2,000
Design fee:	\$5,000
Total	\$49,700

Thanks

Eagle Park

Bondurant, IA

This site plan for Eagle Park in Bondurant, IA, illustrates a proposed park layout. The plan features a central water body with several outlets (OUTLET 'A' through 'X'). A network of trails is shown, including an existing paved trail, a proposed paved trail, a multi-use trail, and a mowed trail. The plan also identifies delineated wetlands, restored native plantings, and a future creek crossing. Other features include educational signage, a disc golf basket, a tee box, a pollinator habitat, and a parking area. The plan is overlaid on an aerial photograph of the site, showing surrounding streets and existing infrastructure. A north arrow is located in the bottom right corner.

Existing Paved Trail

Proposed Paved Trail

Existing Regional Stormwater Facility

Restored Native Plantings, Typ.

Mowed Trail

Existing Regional Stormwater Facility

Future Creek Crossing

Multi-use Trail

Delineated Wetlands

Educational Signage

Mud Creek

Restored Native Plantings

Mowed Path

Stream Access

Accessible Route

Tree Planting, Typ.

Disc Golf Basket

Tee Box

Multi-use Trail

Pollinator Habitat, Typ.

Parking