

**NOTICE OF A REGULAR MEETING
BONDURANT CITY COUNCIL
January 21, 2020**

Please note this is a Tuesday because of the MLK Holiday.

NOTICE IS HEREBY GIVEN that a Regular Meeting of the City Council will be held at 6:00 p.m. on Tuesday, January 21, 2020, in the Bondurant Community Library, 104 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. Pledge of Allegiance
4. Abstentions declared
5. Perfecting and Approval of the Agenda
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 the City Council Meeting Minutes of January 6, 2020
- b. Receive and file Bondurant Community Library Report
- c. Planning and Zoning Commission Minutes for November 14, 2019
- d. Claims Report
- e. Tax Abatements
- f. **RESOLUTION NO. 200221-10** – Resolution affixing a date for a Public Hearing on the proposed rezoning of property (Webb)
- g. **RESOLUTION NO. 200121-11** - Resolution setting Sankey W rezoning public hearing
- h. **RESOLUTION NO. 200121-12** - Resolution setting Sankey E rezoning public hearing
- i. **RESOLUTION NO. 200121-13** – Resolution Setting Quail Run Plat 1 R-5 District modification public hearing
- j. **RESOLUTION NO. 200221-14** – Resolution affixing a date for a public hearing on the proposed rezoning for I80 (February 3)
- k. **RESOLUTION NO. 200221-15** – Resolution affixing a date for a public hearing on proposed Max levy rate (February 3)
- l. **RESOLUTION NO. 200121-16** – Resolution approving the reappointment of Jake Nilles to represent the City of Bondurant on the Polk County Aviation Authority Board

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 cmarshman@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.

- m. **RESOLUTION NO. 200221-17** – Resolution approving Parcel 2019-186 Plat of Survey
- n. **RESOLUTION NO. 200221-18** – Resolution approving the Baseball Field Lease
- o. **RESOLUTION NO. 200221-19** – Resolution approving Perpetual Storm Sewer Easement agreement with the American Legion for \$1,637.51 related to the 2nd Street NW Culvert project
- p. **RESOLUTION NO. 200221-20** – Resolution approving the agreement for Professional Services for the Water System Study with Veenstra & Kimm in the amount of \$19,400
- q. **RESOLUTION NO. 200221-21** – Resolution approving pay request for EJM pipe services Inc. for the HWY 65 utility extension project in the amount of \$11,468.41
- r. **RESOLUTION NO. 200221-22** – Resolution approving 28E agreement with Polk County for Cooperative Public Service (Road program Fiscal Year 2021)
- s. **RESOLUTION NO. 200121-23** – Resolution approving Acquisition of Certain Property Interests Associated with the Public Improvements for Project Bluejay, Authorizing Payment for the Acquisition of Property Interests and Authorizing the Taking of Necessary Steps for the Closing of the Property Acquisition Transactions (Eshelman Temporary Easement)
- t. **RESOLUTION NO. 200121-24** – Resolution approving revised MPP agreement
- u. **RESOLUTION NO. 200221-25** – Resolution approving Wetlands mitigation credit purchase
- v. **RESOLUTION NO. 200221-26** – Resolution approving MidAmerican Energy Proposal for overhead to underground design and execution for power lines along portions of 32nd Avenue SW

7. Guests requesting to address the City Council

8. **RESOLUTION NO. 191202-27** – Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2020A, and providing for the levy of taxes to pay the same

9. **RESOLUTION NO. 200121-28** - Resolution awarding General Obligation Urban Renewal Bonds, Series 2020B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same

10. Discussion Items –

- a. Update/Presentation of City Website

11. Reports / Comments and appropriate action thereon:

- b. Mayor
- c. Council Members
- d. Administrator
- e. Directors

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Posting Date: January 17, 2020

12. **CLOSED SESSION** – Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition and 21.5.1(c) potential or pending litigation

13. Adjournment

City Council Meetings:

Strategic Planning Session, January 25, 2020

Regular Session, February 3, 2020

Regular Session, February 24, 2020

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BONDURANT CITY COUNCIL
Minutes
January 6, 2020
Bondurant City Council

1. Roll Call

Present: Mayor Curt Sullivan, Council Member Wes Enos, Council Member Angela McKenzie, Council Member Doug Elrod, Council Member Tara Cox, Council Member Bob Pepper

City Officials

Present: City Administrator Marketa Oliver, Interim City Clerk Craig Marshman, Public Works Director John Horton, Library Director Jill Sanders, City Attorney David Brick, Captain Shawn VanHoozer, Fire Chief Aaron Kreuder, Planning and Community Development Director Maggie Murray

2. Call to Order and Declaring a Quorum

Mayor Sullivan called the meeting to order at 6:10 p.m. and declared a quorum.

3. Pledge of Allegiance

4. Abstentions and Approval of the Agenda – None.

5. Perfecting and Approval of the Agenda

Motion made by Pepper, seconded by Enos, to amend item 14 naming Doug Elrod as a Liaison for the City of Bondurant Planning & Zoning Commission and naming Angela McKenzie as a Liaison for the Bondurant Community Library Board. Vote on Motion 5-0. Motion declared carried unanimously.

Motion made by Enos, seconded by Cox, to approve the agenda as amended. Vote on Motion 5-0. Motion declared carried unanimously.

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 the City Council Meeting Minutes of December 16, 2019 and December 30, 2019
- b. Claims Report
- c. Tax Abatements

- d. **RESOLUTION NO. 200106-01** – Resolution setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2020A and authorizing the use of a preliminary official statement in connection therewith
- e. **RESOLUTION NO. 200106-02** - Resolution setting the date for the sale of General Obligation Urban Renewal Bonds, Series 2020B and authorizing the use of a preliminary official statement in connection therewith
- f. **RESOLUTION NO. 200106-03** – Resolution affixing a date for a public hearing on the proposed annexation of territory, as described in this resolution, into the city of Bondurant, Iowa
- g. **RESOLUTION NO. 200106-04** – Resolution approving the revised Acquisition numbers for Certain Property Interests associated with the Public Improvements for Project Bluejay, Authorizing Payment for the Acquisition of Property Interests and Authorizing the Taking of Necessary Steps for the Closing of the Property Acquisition Transactions (MPP properties)
- h. **RESOLUTION NO. 200106-05** – Resolution affixing a date for a public hearing on the proposed annexation of territory, as described in this resolution, into the city of Bondurant, Iowa

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

- 7. Guests requesting to address the City Council – None.
- 8. Polk County Sheriff's Report – Captain VanHoozer reported 441 calls of service, 130 building checks, and 8 arrests.
- 9. **RESOLUTION NO. 200106-06** – Resolution ordering construction and notice of Public Hearing on Plans, Specifications, Form of Contract, Estimate of Cost, and Directing the Advertisement for Bids for 32nd St. SW/Grant St. S./Shiloh Rose Parkway SW Public Infrastructure Improvement Project

Motion by Enos, seconded by Elrod, to approve RESOLUTION NO. 200106-06. Roll Call: Ayes: McKenzie, Enos, Cox, Elrod, Pepper. Nays: None. Absent: None. Motion carried 5-0.

- 10. **RESOLUTION NO. 200106-07** – Resolution approving an Agreement with Polk County for Transfer of Public road Jurisdiction and Right-of-Way.

Motion by Enos, seconded by Pepper, to approve RESOLUTION NO. 200106-07. Roll Call: Ayes: McKenzie, Enos, Cox, Elrod, Pepper. Nays: None. Absent: None. Motion carried 5-0.

- 11. **RESOLUTION NO. 200106-08** - Resolution approving electrical easement at Lake Petocka Park to supply electric service to the new Parkside Development as well as the Bondurant Industrial Park.

Motion by Enos, seconded by Elrod to approve RESOLUTION NO. 200106-08. Roll Call: Ayes: McKenzie, Enos, Cox, Peffer, Elrod. Nays: None. Absent: None. Motion carried 5-0.

12. **RESOLUTION NO. 200106-09** – Discussion and possible consideration of amendment to the Development Agreement with Ryan Companies

Motion made by Enos, seconded by Elrod, to approve RESOLUTION NO. 200106-09. Roll Call: Ayes: McKenzie, Enos, Cox, Peffer, Elrod. Nays: None. Absent: None. Motion carried 5-0.

13. **MOTION** – Changing the date of the second council meeting in February from February 18th to February 24th

Motion made by Enos, seconded by Peffer, to change the date of the second council meeting in February from February 18th to February 24th. Vote on Motion 5-0. Motion declared carried unanimously.

14. **MOTION** – Appointing City Council Member Angela McKenzie as a Liaison for the City of Bondurant Planning & Zoning Commission

Motion made by Enos, seconded by Cox, to name Doug Elrod as a Liaison for the City of Bondurant Planning & Zoning Commission and to name Angela McKenzie as a Liaison for the Bondurant Community Library Board. Vote on Motion 5-0. Motion declared carried unanimously.

15. Discussion Items –

- a. Des Moines International Airport RISE Grant Submission – Council members approved of staff drafting a letter of support for the Airport's RISE grant submission

16. Reports / Comments and appropriate action thereon:

- a. Mayor – None.

- b. Council Members

Elrod – DART meeting update

Cox – Chambers events

Enos – MWA meeting update

McKenzie – None.

Peffer – Happy New Year

- c. City Administrator – RISE grant and opening of the legislative session

- d. Directors

Horton – City Hall project ahead of schedule

Sanders – None

Murray – New rezoning applications

Kreuder – 7 people are in a driver operator class

- e. City Attorney – None.

Motion by Enos, seconded by McKenzie, to close the Regular Meeting and move into Closed Session at 6:39 p.m. Roll Call: Ayes: McKenzie, Cox, Enos, Elrod, Pepper. Nays: None. Absent: None. Motion Carried 5-0.

17. **CLOSED SESSION** – Pursuant to Iowa Code 21.5.1(j) to discuss property acquisition/disposition and Iowa Code 21.5.1(c) to discuss potential litigation

Mayor Sullivan closed the Closed Session and moved back to the Regular Meeting at 7:03 p.m.

18. Adjournment

Moved by Pepper, seconded by Cox, to adjourn the meeting at 7:03 p.m. Vote on Motion 5-0. Motion declared carried unanimously.

Craig Marshman, Interim City Clerk

ATTEST:

Curt Sullivan, Mayor

I, the understated Mayor of the City of Bondurant, Polk County, Iowa, hereby certify that the foregoing is a true and accurate copy of proceedings had and done by the City Council on January 6, 2020, 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.

Curt Sullivan, Mayor

CITY OF BONDURANT
PLANNING AND ZONING COMMISSION
NOVEMBER 14, 2019
MINUTES

1. Call to Order

Commission Chair Cuellar called the meeting to order at 6:00 p.m.

2. Roll Call

Roll call was taken and a quorum was declared.

Present: Commission Member Brian Clayton, Commission Member Karen Keeran, Commission Member Joe Phearman, Commission Member Kristin Brostrom, Commission Member Torey Cuellar, Commission Member Angela McKenzie, Commission Member Andy Mains

City Officials

Present: City Administrator Marketa Oliver, City Clerk Shelby Hagan, Planning & Community Development Director Maggie Murray, Administrative Specialist Craig Marshman, Board of Adjustment Member Daniel Hoffman-Zinnel

3. Perfecting and Approval of the Agenda

Motion by McKenzie, seconded by Clayton, to approve the agenda. Vote on Motion 7-0. Motion declared carried unanimously.

4. Approval of the Commission Minutes – October 24, 2019

Motion by McKenzie, seconded by Clayton, to approve the October 24, 2019 minutes. Vote on Motion 7-0. Motion declared carried unanimously.

5. Guests requesting to address the Commission – None.

6. Items requested for vote:

- a) **RESOLUTION NO. PZ-191114-28** – Resolution regarding the Revised Roadside Machinery & Supplies Co. Site Plan

Motion by Keeran, seconded by Clayton, to approve RESOLUTION NO. PZ-191114-28 with the conditions Maggie Murray, Planning & Community Development Director addressed in the Staff Report. Roll Call: Ayes: McKenzie, Clayton, Cuellar, Keeran, Mains, Phearman, Brostrom. Nays: None. Absent: None. Motion Carried 7-0.

- b) **RESOLUTION NO. PZ-191114-29** – Resolution regarding the Iowa Floor Covering Site Plan (tabled at October 24th P&Z meeting)

Motion by Brostrom, seconded by Mains, to approve RESOLUTION NO. PZ-191114-29 with the conditions Maggie Murrar, Planning & Community Development Director addressed in the Staff Report. Roll Call: Ayes: McKenzie, Clayton, Cuellar, Keeran, Mains, Phearman, Brostrom. Nays: None. Absent: None. Motion Carried 7-0.

7. Preliminary discussion items (no vote requested at this time):

- a) Discuss potential text amendments to the City's Limited Industrial (M-1) District to allow for additional commercial-type uses.

Planning & Community Development Director Maggie Murray explained the Staff Report. This will be a discussion item at the next meeting, and a Public Hearing to take action will appear on an agenda in January.

- b) Preliminary site plan review of potential downtown development project at the SW corner of Main Street SE & 1st St SE.

Thad Long, SVPA Architects, explained the proposed project from the developer. Maggie Murray, Planning & Community Development Director, presented her Staff Report on the proposed project.

- c) Discuss potential amendments to Chapter 66 of the City's Municipal Code regarding designated truck routes in Bondurant.

Planning & Community Development Director Maggie Murray updated the Commission on the truck routes through Bondurant. Council plans to take action on updating the City Code in the next few months.

8. Reports/Comments and appropriate action thereon:

- a. Commission Member Comments

McKenzie – None.

Clayton – None.

Keeran – None.

Mains – None.

Phearman – Questioned Mid Country's barbed wire.

Brostrom – None.

- b. Commission Chair Comments – Congratulated Angela on her City Council seat, introduced Daniel Hoffman-Zinnel from Board of Adjustment as he is interested in the upcoming vacancy of the Commission.

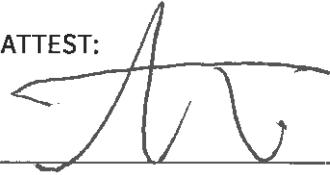
- c. City Administrator Comments – None.

- d. City Council Liaison – Absent.

9. Adjournment

Moved by Phearman, seconded by McKenzie, to adjourn the meeting at 7:25 p.m. Vote on Motion 7-0. Motion declared carried unanimously.

ATTEST:



Torey Cuellar, Commission Chair



~~Shelby Hagan, City Clerk~~
Craig Marshman
Interim City Clerk

Tax Abatement Applications
January 21, 2020
City of Bondurant

Name	Address	Closing Date	Cost
Lisa Brown	105 Aaron Ave NW	1/24/20	\$285,000
Daniel Betts	1214 12 th St SE	7/2/19	\$260,820
Taylor Andrews	712 Cherry St NW	1/7/2020	\$215,000
Sergio Lopez	3514 Linden Dr SW	1/3/2020	



Payroll Check Register

Checks

Pay Period: 12/23/2019-1/5/2020

Packet: PYPKT00061 - 12/23/19-01/05/19 PAID 01/10/2020

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Check Type	Date	Amount	Number
CHRISTIAN, MARGARET L	3129	Regular	01/10/2020	430.42	55810



Payroll Check Register

Direct Deposits

Pay Period: 12/23/2019-1/5/2020

Packet: PYPKT00061 - 12/23/19-01/05/19 PAID 01/10/2020

Payroll Set: City of Bondurant, IA - 01

Employee	Employee #	Date	Amount	Number
BAAS, JAMIE	4147	01/10/2020	51.64	100259
BAILEY, BOYCE E	7104	01/10/2020	1,138.94	100260
BERGESON, JOHN W	7121	01/10/2020	1,744.49	100261
BRIGGS, ASHTON S	1511	01/10/2020	524.06	100262
BROWN, SHAWNA RENEE	5128	01/10/2020	499.41	100263
CAMPBELL, JENNIFER L	3118	01/10/2020	1,252.53	100264
COLLINS JR, ANTHONY M	9152	01/10/2020	30.00	100265
COLLINS JR, ANTHONY M	9152	01/10/2020	1,403.63	100265
COLLISON, PATRICK F	5103	01/10/2020	1,802.45	100266
CORY, JOHN P	7120	01/10/2020	1,168.59	100267
DOMINGUEZ, MATTHEW P	1513	01/10/2020	452.00	100268
Fairchild, Bradley	5127	01/10/2020	1,093.84	100269
HAGAN, SHELBY L	5118	01/10/2020	1,209.09	100270
HAHN, NATHAN D	1521	01/10/2020	438.91	100271
HARMISON, TROY G	1503	01/10/2020	1,118.43	100272
HIGGINS, DAVID P	7105	01/10/2020	1,298.56	100273
HORTON, JOHN C	7112	01/10/2020	100.00	100274
HORTON, JOHN C	7112	01/10/2020	1,779.45	100274
JESS, JENE N	5123	01/10/2020	1,755.68	100275
KLINKER-FELD, MICHELL M	3135	01/10/2020	1,333.20	100276
KREUDER, AARON M	1441	01/10/2020	1,939.87	100277
LUNDQUIST, BRADLEY D	1555	01/10/2020	508.25	100278
MARSHMAN, CRAIG A	5125	01/10/2020	1,182.19	100279
MOBERLY, PENELOPE A	1529	01/10/2020	573.77	100280
MORRIS, ERIC D	1487	01/10/2020	276.09	100281
MORRIS, REBECCA L	1504	01/10/2020	1,279.83	100282
MURRAY, MARGARET	5126	01/10/2020	1,888.09	100283
OLIVER, MARKETA S	8403	01/10/2020	250.00	100284
OLIVER, MARKETA S	8403	01/10/2020	2,758.13	100284
PAUL, ALEXANDER H	1556	01/10/2020	261.17	100285
REYNOLDS, RAY A	1537	01/10/2020	451.86	100286
SANDERS, JILL C	3128	01/10/2020	1,749.96	100287
Schincke, Megan	3137	01/10/2020	311.96	100288
SCHROER, DAVID J	1528	01/10/2020	358.85	100289
SMITH, PATRICIA E	1478	01/10/2020	437.95	100290
SUMMERS, ALAN C	1534	01/10/2020	345.33	100291
VAN HOUTEN, NICOLE M	5121	01/10/2020	1,095.74	100292



Payroll Check Register Report Summary

Pay Period: 12/23/2019-1/5/2020

Packet: PYPKT00061 - 12/23/19-01/05/19 PAID 01/10/2020

Payroll Set: City of Bondurant, IA - 01

Type	Count	Amount
Regular Checks	1	430.42
Manual Checks	0	0.00
Reversals	0	0.00
Voided Checks	0	0.00
Direct Deposits	37	35,863.94
Total	38	36,294.36



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00102 - PYPKT00061 - 12/23/19-01/05/19 PAID
01/10/2020

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
Vendor: 0106 - COLLECTION SERVICES CENTER									Vendor Total:	254.77
INV0000134	Invoice	1/10/2020	1/10/2020	1/10/2020	1/10/2020	254.77	0.00	0.00	0.00	254.77
Child Support	AP Bank Code - AP Bank			No						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Case # 889222	NA		0.00	0.00	254.77	0.00	0.00	0.00	254.77	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-050-2127	CHILD SUPPORT WITHHOLDING				254.77	0%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	254.77	0.00	0.00	0.00	254.77	0.00	254.77
Grand Total:		254.77	0.00	0.00	0.00	254.77	0.00	254.77

Account Summary

Account	Name	Amount
001-050-2127	CHILD SUPPORT WITHHOLDING	254.77
Total:		254.77



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00107 - ELECTRONIC WITHDRAWS

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 0144 - DES MOINES WATER WORKS									Vendor Total:	63,231.90
INV0000143	Invoice	12/13/2019	12/13/2019	12/13/2019	12/13/2019	24,909.66	0.00	0.00	0.00	24,909.66
AVAILABILITY	AP Bank Code - AP Bank			No	Payment Date: 12/13/2019			Bank Draft:		DFT0000157
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
AVAILABILITY	Service		0.00	0.00	24,909.66	0.00	0.00	0.00	24,909.66	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
600-812-6413	DSM WATER WORKS				24,909.66	100.00%				
INV0000144	Invoice	12/13/2019	12/13/2019	12/13/2019	12/13/2019	38,300.24	0.00	0.00	0.00	38,300.24
USAGE AND DEBT SERVICE	AP Bank Code - AP Bank			No	Payment Date: 12/13/2019			Bank Draft:		DFT0000158
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
USAGE AND DEBT SERVICE	Service		0.00	0.00	38,300.24	0.00	0.00	0.00	38,300.24	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
600-812-6802	PRINCIPAL - DSM WATERWORKS				6,384.65	16.67%				
600-812-6852	INTEREST - DSM WATERWORKS				700.89	1.83%				
600-812-6413	DSM WATER WORKS				31,214.70	81.50%				
INV0000145	Invoice	12/13/2019	12/13/2019	12/13/2019	12/13/2019	22.00	0.00	0.00	0.00	22.00
AVAILABILITY	AP Bank Code - AP Bank			No	Payment Date: 12/13/2019			Bank Draft:		DFT0000159
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
AVAILABILITY	Service		0.00	0.00	22.00	0.00	0.00	0.00	22.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
600-812-6413	DSM WATER WORKS				22.00	100.00%				
Vendor: 2249 - Kabel Business Industries									Vendor Total:	150.00
INV0000146	Invoice	12/12/2019	12/12/2019	12/12/2019	12/12/2019	150.00	0.00	0.00	0.00	150.00
FEE FOR FLEX SPENDING	AP Bank Code - AP Bank			No	Payment Date: 12/12/2019			Bank Draft:		DFT0000160
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Employee withholding for Flex Spendin	Service		0.00	0.00	150.00	0.00	0.00	0.00	150.00	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
820-931-6580	MISCELLANEOUS				150.00	100.00%				
Vendor: 0416 - POSTMASTER									Vendor Total:	435.68
INV0000147	Invoice	12/6/2019	12/6/2019	12/6/2019	12/6/2019	435.68	0.00	0.00	0.00	435.68
Postage Meter	AP Bank Code - AP Bank			No	Payment Date: 12/6/2019			Bank Draft:		DFT0000161

Payable Register

Packet: APPKT00107 - ELECTRONIC WITHDRAWS

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
Postage Meter	Service		0.00	0.00	435.68	0.00	0.00	0.00	435.68	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-621-6508	POSTAGE-SHIPPING				87.14	20.00%				
600-812-6508	POSTAGE-SHIPPING				87.14	20.00%				
610-817-6508	POSTAGE-SHIPPING				87.14	20.00%				
670-840-6508	POSTAGE				87.14	20.00%				
741-865-6508	POSTAGE				87.12	20.00%				

Vendor: [0525 - US CELLULAR](#)

Vendor Total: 709.50

INV0000142	Invoice	12/27/2019	12/27/2019	12/27/2019	12/27/2019	709.50	0.00	0.00	0.00	709.50
CELLULAR SERVICE	AP Bank Code - AP Bank			No	Payment Date: 12/27/2019			Bank Draft:		DFT0000156

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CELLULAR SERVICE	Service	0.00	0.00	709.50	0.00	0.00	0.00	709.50
Distributions								
Account Number	Account Name	Project	Account Key	Amount	Percent			
600-812-6373	TELECOMMUNICATION EXPENSE			101.32	14.28%			
610-816-6373	TELECOMMUNICATION EXPENSE			101.32	14.28%			
110-210-6373	TELECOMMUNICATION EXPENSE			101.39	14.29%			
001-430-6373	TELECOMMUNICATION EXPENSE			101.39	14.29%			
001-150-6373	TELECOMMUNICATION EXPENSE			101.39	14.29%			
001-160-6373	TELECOMMUNICATION EXPENSE			101.37	14.29%			
741-865-6373	TELECOMMUNICATIONS EXPENSE			101.32	14.28%			

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	6	64,527.08	0.00	0.00	0.00	64,527.08	64,527.08	0.00
Grand Total:		64,527.08	0.00	0.00	0.00	64,527.08	64,527.08	0.00

Account Summary

Account	Name	Amount
001-150-6373	TELECOMMUNICATION EXPENSE	101.39
001-160-6373	TELECOMMUNICATION EXPENSE	101.37
001-430-6373	TELECOMMUNICATION EXPENSE	101.39
001-621-6508	POSTAGE-SHIPPING	87.14
Total:		391.29

Account	Name	Amount
110-210-6373	TELECOMMUNICATION EXPENSE	101.39
Total:		101.39

Account	Name	Amount
600-812-6373	TELECOMMUNICATION EXPENSE	101.32
600-812-6413	DSM WATER WORKS	56,146.36
600-812-6508	POSTAGE-SHIPPING	87.14
600-812-6802	PRINCIPAL - DSM WATERWORKS	6,384.65
600-812-6852	INTEREST - DSM WATERWORKS	700.89
Total:		63,420.36

Account	Name	Amount
610-816-6373	TELECOMMUNICATION EXPENSE	101.32
610-817-6508	POSTAGE-SHIPPING	87.14
Total:		188.46

Account	Name	Amount
670-840-6508	POSTAGE	87.14
Total:		87.14

Account	Name	Amount
741-865-6373	TELECOMMUNICATIONS EXPENSE	101.32
741-865-6508	POSTAGE	87.12
Total:		188.44

Account	Name	Amount
820-931-6580	MISCELLANEOUS	150.00
Total:		150.00



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00108 - ELECTRONIC PAYMENTS

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [2249 - Kabel Business Industries](#)

Vendor Total: 70.00

INV0000149	Invoice	12/11/2019	12/11/2019	12/11/2019	12/11/2019	70.00	0.00	0.00	0.00	70.00
FEE FOR FLEX SPENDING	AP Bank Code - AP Bank				No	Payment Date: 12/11/2019		Bank Draft:		DFT0000163

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
Employee withholding for Flex Spendin	Service	0.00	0.00	70.00	0.00	0.00	0.00	70.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
820-931-6580	MISCELLANEOUS		70.00	100.00%

Vendor: [2254 - TCM BANK NA](#)

Vendor Total: 3,316.69

INV0000148	Invoice	12/9/2019	12/9/2019	12/9/2019	12/9/2019	3,316.69	0.00	0.00	0.00	3,316.69
CITY HALL VISA PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 12/9/2019		Bank Draft:		DFT0000162

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CITY HALL VISA PAYMENT	Service	0.00	0.00	3,316.69	0.00	0.00	0.00	3,316.69

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-540-6506	OFFICE SUPPLIES		45.00	1.36%
001-540-6506	OFFICE SUPPLIES		309.99	9.35%
001-430-6598	YOUTH LEAGUE EXPENSES		858.51	25.88%
001-520-6240	MEETINGS & CONFERENCES		523.50	15.78%
001-150-6508	POSTAGE-SHIPING		86.00	2.59%
001-621-6725	OFFICE EQUIPMENT		152.99	4.61%
342-520-6783	CITY HALL RENOVATION		138.11	4.16%
001-540-6240	MEETINGS & CONFERENCES		275.00	8.29%
001-621-6580	MISCELLANEOUS		927.59	27.97%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	2	3,386.69	0.00	0.00	0.00	3,386.69	3,386.69	0.00
Grand Total:		3,386.69	0.00	0.00	0.00	3,386.69	3,386.69	0.00

Account Summary

Account	Name	Amount
001-150-6508	POSTAGE-SHIPPING	86.00
001-430-6598	YOUTH LEAGUE EXPENSES	858.51
001-520-6240	MEETINGS & CONFERENCES	523.50
001-540-6240	MEETINGS & CONFERENCES	275.00
001-540-6506	OFFICE SUPPLIES	354.99
001-621-6580	MISCELLANEOUS	927.59
001-621-6725	OFFICE EQUIPMENT	152.99
Total:		3,178.58

Account	Name	Amount
342-520-6783	CITY HALL RENOVATION	138.11
Total:		138.11

Account	Name	Amount
820-931-6580	MISCELLANEOUS	70.00
Total:		70.00



Check Register

Packet: APPKT00110 - LEGAL FEE ASSOCIATED WITH
EASEMENT PROJECT BLUEJAY

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP Bank Code-AP Bank 2299	SULLIVAN & WARD, P.C.	01/10/2020	Regular	0.00	3,300.00	55907

Bank Code AP Bank Code Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	3,300.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	1	1	0.00	3,300.00

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2020	3,300.00
			<u>3,300.00</u>



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00111 - TEMPORARY EASEMENT FOR PROJECT
BLUEJAY MPP

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
Vendor: 2295 - MPP PARNTERS LLC									Vendor Total:	6,315.00
INV0000150	Invoice	1/10/2020	1/10/2020	1/10/2020	1/10/2020	6,315.00	0.00	0.00	0.00	6,315.00
TEMPORARY EASMENT FOR MPP		AP Bank Code - AP Bank			No					
Items										
Item Description		Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total
TEMPORARY EASMENT FOR MPP		Service		0.00	0.00	6,315.00	0.00	0.00	0.00	6,315.00
Distributions										
Account Number		Account Name		Project Account Key		Amount	Percent			
350-520-6765		CAP OUTLAY				6,315.00	100.00%			

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	6,315.00	0.00	0.00	0.00	6,315.00	0.00	6,315.00
Grand Total:		6,315.00	0.00	0.00	0.00	6,315.00	0.00	6,315.00

Account Summary

Account	Name	Amount
350-520-6765	CAP OUTLAY	6,315.00
Total:		6,315.00



Payment Reversal Register

APPKT00112 - FOR LUMP EASMENT/LAND PURCHASE CHANGE
PROJECT BLUE JAY

Canceled Payables

Vendor Set: 01 - City of Bondurant, IA

Bank: AP Bank Code - AP Bank

Vendor Number **Vendor Name**
[2295](#) MPP PARTNERS LLC

Total Vendor Amount
-36,605.00

Payment Type **Payment Number**
Check [55777](#)

Original Payment Date	Reversal Date	Cancel Date	Payment Amount
01/07/2020	01/07/2020	01/03/2020	-36,605.00

Payable Number:
[01/03/20](#)

Description
EASMENT FOR PROJECT BLUE JAY

Payable Date	Due Date	Payable Amount
01/03/2020	01/03/2020	36,605.00

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP Bank Code	-36,605.00	0.00	-36,605.00
Report Total:	-36,605.00	0.00	-36,605.00



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00113 - IA WORKFORCE DEVELOPMENT QUARTER 4 2019

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

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

Vendor Total: **772.78**

INV0000151	Invoice	12/31/2019	12/31/2019	12/31/2019	12/31/2019	772.78	0.00	0.00	0.00	772.78
QUARTERLY UNEMPLOYEMENT PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 12/31/2019		Bank Draft:		DFT0000164

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
QUARTERLY UNEMPLOYEMENT PAYME	Service	0.00	0.00	772.78	0.00	0.00	0.00	772.78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-150-6170	UNEMPLOYMENT - FIRE		96.60	12.50%
112-160-6170	UNEMPLOYMENT - EMS		96.60	12.50%
112-410-6170	UNEMPLOYMENT		96.60	12.50%
112-430-6170	UNEMPLOYMENT		96.60	12.50%
112-621-6170	UNEMPLOYMENT		96.60	12.50%
112-210-6170	UNEMPLOYMENT		96.60	12.50%
600-811-6170	UNEMPLOYMENT		96.60	12.50%
610-816-6170	UNEMPLOYMENT		96.58	12.50%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	772.78	0.00	0.00	0.00	772.78	772.78	0.00
Grand Total:		772.78	0.00	0.00	0.00	772.78	772.78	0.00

Account Summary

Account	Name	Amount
112-150-6170	UNEMPLOYMENT - FIRE	96.60
112-160-6170	UNEMPLOYMENT - EMS	96.60
112-210-6170	UNEMPLOYMENT	96.60
112-410-6170	UNEMPLOYMENT	96.60
112-430-6170	UNEMPLOYMENT	96.60
112-621-6170	UNEMPLOYMENT	96.60
Total:		579.60

Account	Name	Amount
600-811-6170	UNEMPLOYMENT	96.60
Total:		96.60

Account	Name	Amount
610-816-6170	UNEMPLOYMENT	96.58
Total:		96.58



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00116 - IOWA WORKFORCE ADDITIONAL
PAYMENT

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

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

Vendor Total: **183.02**

INV0000152	Invoice	1/14/2020	1/14/2020	1/14/2020	1/14/2020	183.02	0.00	0.00	0.00	183.02
QUARTERLY UNEMPLOYEMENT PAYMENT	AP Bank Code - AP Bank				No	Payment Date: 1/14/2020		Bank Draft:		DFT0000165

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
QUARTERLY UNEMPLOYEMENT PAYME	Service	0.00	0.00	183.02	0.00	0.00	0.00	183.02

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-150-6170	UNEMPLOYMENT - FIRE		22.88	12.50%
112-160-6170	UNEMPLOYMENT - EMS		22.88	12.50%
112-410-6170	UNEMPLOYMENT		22.88	12.50%
112-430-6170	UNEMPLOYMENT		22.88	12.50%
112-621-6170	UNEMPLOYMENT		22.88	12.50%
112-210-6170	UNEMPLOYMENT		22.88	12.50%
600-811-6170	UNEMPLOYMENT		22.88	12.50%
610-816-6170	UNEMPLOYMENT		22.86	12.50%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	1	183.02	0.00	0.00	0.00	183.02	183.02	0.00
Grand Total:		183.02	0.00	0.00	0.00	183.02	183.02	0.00

Account Summary

Account	Name	Amount
112-150-6170	UNEMPLOYMENT - FIRE	22.88
112-160-6170	UNEMPLOYMENT - EMS	22.88
112-210-6170	UNEMPLOYMENT	22.88
112-410-6170	UNEMPLOYMENT	22.88
112-430-6170	UNEMPLOYMENT	22.88
112-621-6170	UNEMPLOYMENT	22.88
Total:		137.28

Account	Name	Amount
600-811-6170	UNEMPLOYMENT	22.88
Total:		22.88

Account	Name	Amount
610-816-6170	UNEMPLOYMENT	22.86
Total:		22.86



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00117 - JENNY CAMBEL REIMBURSEMENT

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [1282 - JENNIFER CAMPBELL](#)

Vendor Total: 13.45

INV0000153	Invoice	1/14/2020	1/14/2020	1/14/2020	1/14/2020	13.45	0.00	0.00	0.00	13.45
MILEAGE		AP Bank Code - AP Bank			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
MILEAGE	Service	0.00	0.00	13.45	0.00	0.00	0.00	13.45

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-410-6160	WORKER'S COMP		13.45	100.00%

Vendor: [2300 - UPC URGENT CARE ANKENY](#)

Vendor Total: 207.00

INV0000154	Invoice	1/13/2020	1/13/2020	1/13/2020	1/13/2020	207.00	0.00	0.00	0.00	207.00
REIMBURSEMENT FOR CAMPBELL		AP Bank Code - AP Bank			No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
REIMBURSEMENT FOR CAMPBELL	Service	0.00	0.00	207.00	0.00	0.00	0.00	207.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
112-410-6160	WORKER'S COMP		207.00	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	2	220.45	0.00	0.00	0.00	220.45	0.00	220.45
Grand Total:		220.45	0.00	0.00	0.00	220.45	0.00	220.45

Account Summary

Account	Name	Amount
112-410-6160	WORKER'S COMP	220.45
Total:		220.45



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00118 - VERIZON NOV 23- DEC24, 2019

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [2231 - VERIZON WIRELESS](#)

Vendor Total: 5,915.16

9844843856	Invoice	1/14/2020	1/14/2020	1/14/2020	1/14/2020	4,825.32	0.00	0.00	0.00	4,825.32
CELLULAR SERVICE	AP Bank Code - AP Bank				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CELLULAR SERVICE	Service	0.00	0.00	4,825.32	0.00	0.00	0.00	4,825.32

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-812-6373	TELECOMMUNICATION EXPENSE		689.06	14.28%
610-816-6373	TELECOMMUNICATION EXPENSE		689.06	14.28%
110-210-6373	TELECOMMUNICATION EXPENSE		689.54	14.29%
001-430-6373	TELECOMMUNICATION EXPENSE		689.54	14.29%
001-150-6373	TELECOMMUNICATION EXPENSE		689.54	14.29%
001-160-6373	TELECOMMUNICATION EXPENSE		689.52	14.29%
741-865-6373	TELECOMMUNICATIONS EXPENSE		689.06	14.28%

9844843857	Invoice	1/14/2020	1/14/2020	1/14/2020	1/14/2020	688.82	0.00	0.00	0.00	688.82
CELLULAR SERVICE JET PACKS	AP Bank Code - AP Bank				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CELLULAR SERVICE	Service	0.00	0.00	688.82	0.00	0.00	0.00	688.82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-812-6373	TELECOMMUNICATION EXPENSE		98.36	14.28%
610-816-6373	TELECOMMUNICATION EXPENSE		98.36	14.28%
110-210-6373	TELECOMMUNICATION EXPENSE		98.43	14.29%
001-430-6373	TELECOMMUNICATION EXPENSE		98.43	14.29%
001-150-6373	TELECOMMUNICATION EXPENSE		98.43	14.29%
001-160-6373	TELECOMMUNICATION EXPENSE		98.45	14.29%
741-865-6373	TELECOMMUNICATIONS EXPENSE		98.36	14.28%

9845629952	Invoice	1/14/2020	1/14/2020	1/14/2020	1/14/2020	401.02	0.00	0.00	0.00	401.02
VERIZON HOTSPOTS LIBRARY	AP Bank Code - AP Bank				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
VERIZON HOTSPOTS LIBRARY	Service	0.00	0.00	401.02	0.00	0.00	0.00	401.02

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-410-6373	TELECOMMUNICATION EXPENSE		401.02	100.00%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	3	5,915.16	0.00	0.00	0.00	5,915.16	0.00	5,915.16
Grand Total:		5,915.16	0.00	0.00	0.00	5,915.16	0.00	5,915.16

Account Summary

Account	Name	Amount
001-150-6373	TELECOMMUNICATION EXPENSE	787.97
001-160-6373	TELECOMMUNICATION EXPENSE	787.97
001-410-6373	TELECOMMUNICATION EXPENSE	401.02
001-430-6373	TELECOMMUNICATION EXPENSE	787.97
Total:		2,764.93

Account	Name	Amount
110-210-6373	TELECOMMUNICATION EXPENSE	787.97
Total:		787.97

Account	Name	Amount
600-812-6373	TELECOMMUNICATION EXPENSE	787.42
Total:		787.42

Account	Name	Amount
610-816-6373	TELECOMMUNICATION EXPENSE	787.42
Total:		787.42

Account	Name	Amount
741-865-6373	TELECOMMUNICATIONS EXPENSE	787.42
Total:		787.42



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [2135 - ACME TOOLS DES MOINES](#)

Vendor Total: 799.97

7227323	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	799.97	0.00	0.00	0.00	799.97
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WATER MAIN MAINTENANCE TOOLS AP Bank Code - AP Bank

No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER MAIN MAINTENANCE TOOLS IMPA	Goods	1.00	449.00	449.00	0.00	0.00	0.00	449.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6504	MINOR EQUIPMENT		449.00	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER MAIN MAINTENANCE TOOLS IMPA	Goods	1.00	289.00	289.00	0.00	0.00	0.00	289.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6504	MINOR EQUIPMENT		289.00	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER MAIN MAINTENANCE TOOLS	Goods	1.00	25.99	25.99	0.00	0.00	0.00	25.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6504	MINOR EQUIPMENT		25.99	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER MAIN MAINTENANCE TOOLS	Goods	1.00	17.99	17.99	0.00	0.00	0.00	17.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6504	MINOR EQUIPMENT		17.99	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
WATER MAIN MAINTENANCE TOOLS	Goods	1.00	17.99	17.99	0.00	0.00	0.00	17.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6504	MINOR EQUIPMENT		17.99	100.00%

Vendor: [1682 - ADVENTURE LIGHTING](#)

Vendor Total: 816.16

091202	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	369.28	0.00	0.00	0.00	369.28
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NEW LIGHTS FOR NORTH GATE SIGN AP Bank Code - AP Bank

No

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
NEW LIGHTS FOR NORTH GATE SIGN LE	Goods	1.00	319.36	319.36	0.00	0.00	0.00	319.36

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-430-6320	GROUNDS MAINTENANCE & REPAI		319.36	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
NEW LIGHTS FOR NORTH GATE SIGN	Goods	1.00	36.00	36.00	0.00	0.00	0.00	36.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-430-6320	GROUNDS MAINTENANCE & REPAI		36.00	100.00%

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
NEW LIGHTS FOR NORTH GATE SIGN	Goods		1.00	13.92	13.92	0.00	0.00	0.00	13.92	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-430-6320	GROUNDS MAINTENANCE & REPAI				13.92	100.00%				
091422	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	446.88	0.00	0.00	0.00	446.88
NEW LIGHTS FOR CITY HALL ENTRY WAY	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
NEW LIGHTS FOR CITY HALL ENTRY WAY	Goods		12.00	37.24	446.88	0.00	0.00	0.00	446.88	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-650-6310	BUILDING MAINTENANCE & REPAIR				446.88	100.00%				

Vendor: [0020 - ALTOONA ACE HARDWARE](#)

Vendor Total:										565.17
483460	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	17.99	0.00	0.00	0.00	17.99
REPLACEMENT BLADE 4 SKILL SAW	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REPLACEMENT BLADE 4 SKILL SAW	Goods		1.00	17.99	17.99	0.00	0.00	0.00	17.99	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
110-210-6310	BUILDING & GROUND MAINTENAN				17.99	100.00%				
483934	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	18.18	0.00	0.00	0.00	18.18
REPAIR TO TRUCK 212 & 213	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REPAIR TO TRUCK 212 & 213	Goods		1.00	18.18	18.18	0.00	0.00	0.00	18.18	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
110-210-6350	OPERATIONAL EQUIPMENT REPAIR				18.18	100.00%				
483984	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	529.00	0.00	0.00	0.00	529.00
NEW SNOWBLOWER 4 SIDEWALK	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
NEW SNOWBLOWER 4 SIDEWALK POW	Goods		1.00	529.00	529.00	0.00	0.00	0.00	529.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
110-210-6504	MINOR EQUIPMENT				529.00	100.00%				

Vendor: [2188 - AMAZON](#)

Vendor Total:										386.11
457345938564	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	67.77	0.00	0.00	0.00	67.77
CH INK POST ITS STAPLER	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CH INK POST ITS STAPLER	Service		0.00	0.00	67.77	0.00	0.00	0.00	67.77	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-650-6506	OFFICE SUPPLIES				67.77	100.00%				
544666985495	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	98.67	0.00	0.00	0.00	98.67
REC PROGRAM SUPPLIES	AP Bank Code - AP Bank				No					

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total	
Payable Description		Bank Code									
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
REC PROGRAM SUPPLIES	Service	0.00	0.00	98.67	0.00	0.00	0.00	98.67			
Distributions											
Account Number	Account Name	Project	Account Key	Amount	Percent						
001-440-6507	OPERATING SUPPLIES			98.67	100.00%						
556334754584	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	22.99	0.00	0.00	0.00	22.99	
REC PROGRAM SUPPLIES	AP Bank Code - AP Bank			No							
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
REC PROGRAM SUPPLIES	Service	0.00	0.00	22.99	0.00	0.00	0.00	22.99			
Distributions											
Account Number	Account Name	Project	Account Key	Amount	Percent						
001-440-6507	OPERATING SUPPLIES			22.99	100.00%						
633765534649	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	13.95	0.00	0.00	0.00	13.95	
REC PROGRAM SUPPLIES	AP Bank Code - AP Bank			No							
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
REC PROGRAM SUPPLIES	Service	0.00	0.00	13.95	0.00	0.00	0.00	13.95			
Distributions											
Account Number	Account Name	Project	Account Key	Amount	Percent						
001-440-6507	OPERATING SUPPLIES			13.95	100.00%						
636578689459	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	63.94	0.00	0.00	0.00	63.94	
PW CELL PHONE ACCESSORIES	AP Bank Code - AP Bank			No							
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
PW CELL PHONE ACCESSORIES	Service	0.00	0.00	63.94	0.00	0.00	0.00	63.94			
Distributions											
Account Number	Account Name	Project	Account Key	Amount	Percent						
110-210-6373	TELECOMMUNICATION EXPENSE			63.94	100.00%						
737598977869	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	67.83	0.00	0.00	0.00	67.83	
CH CLEANING SUPPLIES	AP Bank Code - AP Bank			No							
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
CH CLEANING SUPPLIES	Service	0.00	0.00	67.83	0.00	0.00	0.00	67.83			
Distributions											
Account Number	Account Name	Project	Account Key	Amount	Percent						
001-650-6310	BUILDING MAINTENANCE & REPAIR			67.83	100.00%						
946546864586	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	50.96	0.00	0.00	0.00	50.96	
CLERK DOCKING STATION	AP Bank Code - AP Bank			No							
Items											
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total			
CLERK DOCKING STATION	Service	0.00	0.00	50.96	0.00	0.00	0.00	50.96			
Distributions											
Account Number	Account Name	Project	Account Key	Amount	Percent						
001-621-6505	OTHER EQUIPMENT			50.96	100.00%						
Vendor: 0035 - ANKENY SANITATION										Vendor Total:	220.26
754394	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	220.26	0.00	0.00	0.00	220.26	
MISSED INV from 06/12/19	AP Bank Code - AP Bank			No							

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FINANCE CHARGE ON MISSED INV	Service		0.00	0.00	220.26	0.00	0.00	0.00	220.26	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
610-816-6320	GROUNDS MAINTENANCE & REPAI				220.26	100.00%				

Vendor: [2049 - AUCA CHICAGO LOCKBOX](#)

Vendor Total: 61.72

1901724528	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	14.30	0.00	0.00	0.00	14.30
FLOOR MAT SERVICE	AP Bank Code - AP Bank				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FLOOR MAT SERVICE	Service		0.00	0.00	14.30	0.00	0.00	0.00	14.30	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-150-6499	CONTRACT SERVICES				7.15	50.00%				
001-160-6499	CONTRACT SERVICES				7.15	50.00%				

1901724529	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	21.54	0.00	0.00	0.00	21.54
FLOOR MAT SERVICE	AP Bank Code - AP Bank				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FLOOR MAT SERVICE	Service		0.00	0.00	21.54	0.00	0.00	0.00	21.54	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-621-6499	CONTRACT SERVICES				21.54	100.00%				

1901724530	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	25.88	0.00	0.00	0.00	25.88
FLOOR MAT SERVICE	AP Bank Code - AP Bank				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FLOOR MAT SERVICE	Service		0.00	0.00	25.88	0.00	0.00	0.00	25.88	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
110-210-6310	BUILDING & GROUND MAINTENAN				25.88	100.00%				

Vendor: [1585 - BIG GREEN UMBRELLA MEDIA INC](#)

Vendor Total: 848.00

386427	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	848.00	0.00	0.00	0.00	848.00
SEPT BONDURANT LIVING	AP Bank Code - AP Bank				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SEPT BONDURANT LIVING	Service		0.00	0.00	848.00	0.00	0.00	0.00	848.00	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
741-865-6402	ADVERTISING-PUBLICATIONS				169.60	20.00%				
001-621-6402	ADVERTISING-PUBLICATIONS				169.60	20.00%				
110-210-6402	ADVERTISING-PUBLICATIONS				169.60	20.00%				
600-812-6402	ADVERTISING-PUBLICATIONS				169.60	20.00%				
001-450-6580	MISCELLANEOUS				169.60	20.00%				

Vendor: [1003 - BONDURANT CHAMBER OF COMMERCE](#)

Vendor Total: 30.00

01/07/2020	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	30.00	0.00	0.00	0.00	30.00
LIBRARY REGISTRATION	AP Bank Code - AP Bank				No					

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
LIBRARY REGISTRATION	Service		0.00	0.00	30.00	0.00	0.00	0.00	30.00	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-410-6240	MEETINGS & CONFERENCES				30.00	100.00%				
Vendor: 2302 - BONDURANT PHYSICAL THERAPY										Vendor Total: 20.00
12/20/19	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	20.00	0.00	0.00	0.00	20.00
VENDOR FAIR LIFEEST	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
VENDOR FAIR LIFEEST	Service		0.00	0.00	20.00	0.00	0.00	0.00	20.00	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-440-6507	OPERATING SUPPLIES				20.00	100.00%				
Vendor: 2301 - BONDURANT SOCCER CLUB										Vendor Total: 3,000.00
2019-1	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	3,000.00	0.00	0.00	0.00	3,000.00
PROJECT SOCCER FIELD OVERSEEDING	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PROJECT SOCCER FIELD OVERSEEDING	Service		0.00	0.00	3,000.00	0.00	0.00	0.00	3,000.00	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-430-6320	GROUNDS MAINTENANCE & REPAI				3,000.00	100.00%				
Vendor: 1718 - BRICK STREET MARKET										Vendor Total: 117.78
77455	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	88.72	0.00	0.00	0.00	88.72
SUPPLIES FOR THE TREE LIGHTING	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SUPPLIES FOR THE TREE LIGHTING	Service		0.00	0.00	88.72	0.00	0.00	0.00	88.72	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-430-6507	OPERATING SUPPLIES				88.72	100.00%				
84096	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	29.06	0.00	0.00	0.00	29.06
REFRESHMENTS FOR THE BENEFIT BASH	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REFRESHMENTS FOR THE BENEFIT BAS	Service		0.00	0.00	29.06	0.00	0.00	0.00	29.06	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-621-6240	MEETINGS & CONFERENCES				29.06	100.00%				
Vendor: 0073 - BRICK,GENTRY,BOWERS,SWARTZ &										Vendor Total: 1,627.50
317860	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	1,627.50	0.00	0.00	0.00	1,627.50
CITY ATTORNEY SERVICES	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CITY ATTORNEY SERVICES	Service		0.00	0.00	122.50	0.00	0.00	0.00	122.50	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-410-6411	LEGAL EXPENSE				122.50	100.00%				

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CITY ATTORNEY SERVICES ATTENDING C	Service		0.00	0.00	542.50	0.00	0.00	0.00	542.50	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-640-6411	LEGAL EXPENSE		542.50	100.00%						
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CITY ATTORNEY SERVICES COURT HEARI	Service		0.00	0.00	962.50	0.00	0.00	0.00	962.50	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
001-640-6411	LEGAL EXPENSE		962.50	100.00%						

Vendor: [1228 - CINTAS CORPORATION #762](#) **Vendor Total:** **271.48**

[4036572419](#) Invoice 1/16/2020 1/16/2020 1/16/2020 1/16/2020 66.87 0.00 0.00 0.00 66.87
WINTER UNIFORMS PW AP Bank Code - AP Bank No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
UNIFORMS PW	Service		0.00	0.00	66.87	0.00	0.00	0.00	66.87	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
110-210-6181	UNIFORMS		13.37	20.00%						
600-811-6181	UNIFORMS		13.37	20.00%						
610-816-6181	UNIFORMS		13.37	20.00%						
001-430-6181	UNIFORMS		13.37	20.00%						
741-865-6181	UNIFORMS		13.39	20.00%						

[4037188721](#) Invoice 1/16/2020 1/16/2020 1/16/2020 1/16/2020 66.87 0.00 0.00 0.00 66.87
WINTER UNIFORMS PW AP Bank Code - AP Bank No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
UNIFORMS PW	Service		0.00	0.00	66.87	0.00	0.00	0.00	66.87	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
110-210-6181	UNIFORMS		13.37	20.00%						
600-811-6181	UNIFORMS		13.37	20.00%						
610-816-6181	UNIFORMS		13.37	20.00%						
001-430-6181	UNIFORMS		13.37	20.00%						
741-865-6181	UNIFORMS		13.39	20.00%						

[4037812752](#) Invoice 1/16/2020 1/16/2020 1/16/2020 1/16/2020 66.87 0.00 0.00 0.00 66.87
WINTER UNIFORMS PW AP Bank Code - AP Bank No

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
UNIFORMS PW	Service		0.00	0.00	66.87	0.00	0.00	0.00	66.87	
Distributions										
Account Number	Account Name	Project Account Key	Amount	Percent						
110-210-6181	UNIFORMS		13.37	20.00%						
600-811-6181	UNIFORMS		13.37	20.00%						
610-816-6181	UNIFORMS		13.37	20.00%						
001-430-6181	UNIFORMS		13.37	20.00%						
741-865-6181	UNIFORMS		13.39	20.00%						

[4038441649](#) Invoice 1/16/2020 1/16/2020 1/16/2020 1/16/2020 70.87 0.00 0.00 0.00 70.87
WINTER UNIFORMS PW AP Bank Code - AP Bank No

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
UNIFORMS PW	Service		0.00	0.00	70.87	0.00	0.00	0.00	70.87	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
110-210-6181	UNIFORMS				14.17	20.00%				
600-811-6181	UNIFORMS				14.17	20.00%				
610-816-6181	UNIFORMS				14.17	20.00%				
001-430-6181	UNIFORMS				14.17	20.00%				
741-865-6181	UNIFORMS				14.19	20.00%				

Vendor: [0957 - CITY OF DES MOINES](#)**Vendor Total:** 65,040.60

113097	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	65,040.60	0.00	0.00	0.00	65,040.60
MONTHLY CIP WRA		AP Bank Code - AP Bank			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
MONTHLY CIP WRA	Service		0.00	0.00	65,040.60	0.00	0.00	0.00	65,040.60	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
610-817-6413	PAYMENT TO OTHER AGENCIES				65,040.60	100.00%				

Vendor: [2304 - EBS](#)**Vendor Total:** 5,305.98

JANUARY DEDUCTIONS 2020	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	5,305.98	0.00	0.00	0.00	5,305.98
HEALTH INSURANCE		AP Bank Code - AP Bank			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
11/01/19-11/30/19	Service		0.00	0.00	5,305.98	0.00	0.00	0.00	5,305.98	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
112-150-6150	GROUP INSURANCE				636.72	12.00%				
112-160-6150	GROUP INSURANCE				636.72	12.00%				
112-170-6150	GROUP INSURANCE				132.65	2.50%				
110-210-6150	GROUP INSURANCE				704.63	13.28%				
112-410-6150	GROUP INSURANCE				742.84	14.00%				
112-430-6150	GROUP INSURANCE				265.30	5.00%				
112-440-6150	GROUP INSURANCE				159.18	3.00%				
112-540-6150	GROUP INSURANCE				159.18	3.00%				
112-621-6150	GROUP INSURANCE				913.68	17.22%				
600-810-6150	GROUP INSURANCE				318.36	6.00%				
610-815-6150	GROUP INSURANCE				318.36	6.00%				
741-865-6150	GROUP INSURANCE				318.36	6.00%				

Vendor: [0156 - ELECTRICAL ENGINEERING & EQUIP](#)**Vendor Total:** 42.12

6666943-00	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	42.12	0.00	0.00	0.00	42.12
METER INSTALL TOOLS		AP Bank Code - AP Bank			No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
METER INSTALL TOOLS	Service		0.00	0.00	42.12	0.00	0.00	0.00	42.12	
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
600-811-6504	MINOR EQUIPMENT				42.12	100.00%				

Vendor: [0780 - FIRE SERVICE TRAINING BUREAU](#)**Vendor Total:** 300.00

201030	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	50.00	0.00	0.00	0.00	50.00
CERT DRIVER OPER PUMPER		AP Bank Code - AP Bank			No					

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CERT DRIVER OPER PUMPER	Service		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-150-6230	TRAINING				50.00	100.00%				
201044	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	50.00	0.00	0.00	0.00	50.00
CERT DRIVER OPER PUMPER	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CERT DRIVER OPER PUMPER	Service		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-150-6230	TRAINING				50.00	100.00%				
201064	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	50.00	0.00	0.00	0.00	50.00
CERT DRIVER OPER PUMPER	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CERT DRIVER OPER PUMPER	Service		0.00	0.00	50.00	0.00	0.00	0.00	50.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-150-6230	TRAINING				50.00	100.00%				
201066	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	150.00	0.00	0.00	0.00	150.00
CERT DRIVER OPER PUMPER	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CERT DRIVER OPER PUMPER	Service		0.00	0.00	150.00	0.00	0.00	0.00	150.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-150-6230	TRAINING				150.00	100.00%				

Vendor: [0459 - GALLS LLC](#)

Vendor Total: 671.64

014590864	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	119.42	0.00	0.00	0.00	119.42
ES UNIFORMS	AP Bank Code - AP Bank			No						
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ES UNIFORMS	Goods	1.00	35.20	35.20	0.00	0.00	0.00	35.20		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-160-6181	UNIFORMS				35.20	100.00%				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ES UNIFORMSlogo	Goods	1.00	18.22	18.22	0.00	0.00	0.00	18.22		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-160-6181	UNIFORMS				18.22	100.00%				
Items										
Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total		
ES UNIFORMSPANTS	Goods	1.00	66.00	66.00	0.00	0.00	0.00	66.00		
Distributions										
Account Number	Account Name	Project Account Key			Amount	Percent				
001-160-6181	UNIFORMS				66.00	100.00%				
014612129	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	120.34	0.00	0.00	0.00	120.34
ES UNIFORMS	AP Bank Code - AP Bank			No						

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description										
Bank Code										
On Hold										
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ES UNIFORMS POLO	Goods		2.00	41.95	83.90	0.00	0.00	0.00	83.90	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-160-6181	UNIFORMS				83.90	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ES UNIFORMS LOGO	Goods		2.00	18.22	36.44	0.00	0.00	0.00	36.44	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-160-6181	UNIFORMS				36.44	100.00%				
014612133	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	115.56	0.00	0.00	0.00	115.56
ES UNIFORMS	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ES UNIFORMS POLO	Goods		2.00	39.56	79.12	0.00	0.00	0.00	79.12	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-160-6181	UNIFORMS				79.12	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ES UNIFORMS LOGO	Goods		2.00	18.22	36.44	0.00	0.00	0.00	36.44	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-160-6181	UNIFORMS				36.44	100.00%				
014635464	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	304.00	0.00	0.00	0.00	304.00
BONDURANT EMS HAZMAT	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BONDURANT EMS HAZMAT	Goods		100.00	3.04	304.00	0.00	0.00	0.00	304.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-160-6181	UNIFORMS				304.00	100.00%				
014638999	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	12.32	0.00	0.00	0.00	12.32
UNIFORMS ES	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
UNIFORMS ES CAP	Goods		1.00	12.32	12.32	0.00	0.00	0.00	12.32	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-160-6181	UNIFORMS				12.32	100.00%				
Vendor: 0465 - GWORKS										
13975	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	1,000.00	0.00	0.00	0.00	1,000.00
ADDITIONAL DATA PULLS UB	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
ADDITIONAL DATA PULLS UB	Service		0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
600-810-6419	COMPUTER SUPPORT				500.30	50.03%				
001-621-6419	COMPUTER SUPPORT				499.70	49.97%				
Vendor Total:										

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
140362	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	496.00	0.00	0.00	0.00	496.00
NEW CUTTING EDGE FOR TRUCK PLOW 210	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
NEW CUTTING EDGE FOR TRUCK PLOW	Goods	1.00	496.00	496.00	0.00	0.00	0.00	496.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
110-210-6350	OPERATIONAL EQUIPMENT REPAIR		496.00	100.00%

Vendor: [1868 - IA ASSOC OF PROF FIRECHIEFS](#)

Vendor Total: 140.00

01/16/2019	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	140.00	0.00	0.00	0.00	140.00
ANNUAL MEMBERSHIP	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
ANNUAL MEMBERSHIP	Service	0.00	0.00	140.00	0.00	0.00	0.00	140.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-160-6220	SUBSCRIPTIONS & ED MATERIALS		140.00	100.00%

Vendor: [2303 - JOHN HOFFMAN](#)

Vendor Total: 1,022.00

18122801	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	1,022.00	0.00	0.00	0.00	1,022.00
CREATION AND DEVELOPMENT OF CEMET...	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CREATION AND DEVELOPMENT OF CEM	Service	0.00	0.00	1,022.00	0.00	0.00	0.00	1,022.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-450-6419	COMP		1,022.00	100.00%

Vendor: [1156 - JOSH TROUT](#)

Vendor Total: 737.50

025-283452	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	250.00	0.00	0.00	0.00	250.00
FINANCIAL SOFTWARE	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
FINANCIAL SOFTWARE	Service	0.00	0.00	250.00	0.00	0.00	0.00	250.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-650-6499	CONTRACT SERVICES		62.50	25.00%
600-812-6499	CONTRACT SERVICES		62.50	25.00%
610-816-6499	CONTRACT SERVICES		62.50	25.00%
110-210-6499	CONTRACT SERVICES		62.50	25.00%

[DECEMBER 2019](#)

IT SERVICES	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	487.50	0.00	0.00	0.00	487.50
	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
IT SERVICES	Service	0.00	0.00	487.50	0.00	0.00	0.00	487.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-621-6490	PROFESSIONAL SERVICES		487.50	100.00%

Vendor: [1167 - KEY COOPERATIVE](#)

Vendor Total: 1,598.33

DECEMBER2019	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	1,598.33	0.00	0.00	0.00	1,598.33
FUEL PW AND ES	AP Bank Code - AP Bank		No							

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
FUEL PW AND ES	Service		0.00	0.00	1,598.33	0.00	0.00	0.00	1,598.33	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
110-210-6331	VEHICLE OPERATIONS				663.90	41.54%				
001-430-6331	VEHICLE OPERATIONS				129.68	8.11%				
600-811-6331	VEHICLE OPERATIONS				125.90	7.88%				
001-160-6331	VEHICLE OPERATIONS				339.43	21.24%				
001-150-6331	VEHICLE OPERATIONS				339.42	21.24%				

Vendor: [1340 - KMBS U.S.A., INC.](#)

Vendor Total: 1,019.03

263326454	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	1,019.03	0.00	0.00	0.00	1,019.03
PRINTER LEASE AND SERVICE	AP Bank Code - AP Bank				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PRINTER LEASE AND SERVICE	Service		0.00	0.00	1,019.03	0.00	0.00	0.00	1,019.03	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-621-6499	CONTRACT SERVICES				163.04	16.00%				
001-650-6499	CONTRACT SERVICES				163.05	16.00%				
600-812-6499	CONTRACT SERVICES				346.47	34.00%				
610-817-6499	CONTRACT SERVICES				346.47	34.00%				

Vendor: [1365 - LYLE SYLVESTER](#)

Vendor Total: 160.00

11/30/19-12/31/19	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	160.00	0.00	0.00	0.00	160.00
BEAVER TRAPPING	AP Bank Code - AP Bank				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
BEAVER TRAPPING MUD CREEK	Goods		4.00	40.00	160.00	0.00	0.00	0.00	160.00	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
741-865-6499	CONTRACT SERVICES				160.00	100.00%				

Vendor: [0040 - MEDIACOM](#)

Vendor Total: 918.68

01/10/20-02/09/20	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	745.23	0.00	0.00	0.00	745.23
INTERNET AND PHONE SERVICE CH LB	AP Bank Code - AP Bank				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
INTERNET AND PHONE SERVICE CH LB	Service		0.00	0.00	745.23	0.00	0.00	0.00	745.23	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-410-6373	TELECOMMUNICATION EXPENSE				183.70	24.65%				
001-621-6373	TELECOMMUNICATION EXPENSE				472.03	63.34%				
001-410-6419	COMPUTER SUPPORT				89.50	12.01%				

JAN2020	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	173.45	0.00	0.00	0.00	173.45
INTERNET PW	AP Bank Code - AP Bank				No					

Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
INTERNET PW	Service		0.00	0.00	173.45	0.00	0.00	0.00	173.45	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
110-210-6373	TELECOMMUNICATION EXPENSE				34.69	20.00%				
600-811-6373	TELECOMMUNICATION EXPENSE				34.69	20.00%				
610-816-6373	TELECOMMUNICATION EXPENSE				34.69	20.00%				
741-865-6373	TELECOMMUNICATIONS EXPENSE				34.69	20.00%				
001-430-6373	TELECOMMUNICATION EXPENSE				34.69	20.00%				

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					

Vendor: [0842 - MENARDS](#)

Vendor Total: 12.38

5003	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	12.38	0.00	0.00	0.00	12.38
PUBLIC WORKS SHOP	AP Bank Code - AP Bank				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PUBLIC WORKS SHOP	Goods	1.00	12.38	12.38	0.00	0.00	0.00	12.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6310	BUILDING & GROUND MAINTENAN		12.38	100.00%

Vendor: [0308 - MUNICIPAL SUPPLY](#)

Vendor Total: 897.00

0751455-IN	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	796.50	0.00	0.00	0.00	796.50
REPAIRS TO WATER MAIN DAMAGE ON 32...	AP Bank Code - AP Bank				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
METER INSTALL TOOLS COUPLING	Goods	2.00	321.25	642.50	0.00	0.00	0.00	642.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6375	WATER MAIN MAINTENANCE		642.50	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
METER INSTALL TOOLS PIPING	Goods	20.00	7.70	154.00	0.00	0.00	0.00	154.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6375	WATER MAIN MAINTENANCE		154.00	100.00%

0751781-IN	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	100.50	0.00	0.00	0.00	100.50
METER INSTALL TOOLS	AP Bank Code - AP Bank				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
METER INSTALL TOOLS PIPE WRENCH	Goods	1.00	100.50	100.50	0.00	0.00	0.00	100.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6504	MINOR EQUIPMENT		100.50	100.00%

Vendor: [0939 - OCCUPATIONAL HEALTH CTR OF SW](#)

Vendor Total: 293.50

256542021	Invoice	1/16/2020	1/16/2020	1/16/2020	1/16/2020	293.50	0.00	0.00	0.00	293.50
PREPLACEMENT PHYSICAL	AP Bank Code - AP Bank				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PREPLACEMENT PHYSICAL	Service	0.00	0.00	293.50	0.00	0.00	0.00	293.50

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-150-6499	CONTRACT SERVICES		293.50	100.00%

Vendor: [2192 - OMNI EMS](#)

Vendor Total: 1,316.99

123119	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	1,316.99	0.00	0.00	0.00	1,316.99
AMBULANCE BILLING	AP Bank Code - AP Bank				No					

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
AMBULANCE BILLING	Service	0.00	0.00	1,316.99	0.00	0.00	0.00	1,316.99

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-160-6413	PAYMENT TO OTHER AGENCIES		1,316.99	100.00%

Vendor: [0332 - PLUMB SUPPLY](#)

Vendor Total: 28.64

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code		On Hold							
6399159	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	28.64	0.00	0.00	0.00	28.64
METER INSTALL TOOLS	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
METER INSTALL TOOLSTUBE CUTTER	Goods	1.00	28.64	28.64	0.00	0.00	0.00	28.64

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
600-811-6504	MINOR EQUIPMENT		28.64	100.00%

Vendor: [0337 - POLK COUNTY TREASURER](#)

Vendor Total: 47,453.00

8930	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	47,453.00	0.00	0.00	0.00	47,453.00
SHERIFF CONTRACT	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
SHERIFF CONTRACT	Service	0.00	0.00	47,453.00	0.00	0.00	0.00	47,453.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-110-6050	POLK CO SHERIFF PAYMENT		47,453.00	100.00%

Vendor: [0348 - PRAXAIR](#)

Vendor Total: 196.25

94067501	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	196.25	0.00	0.00	0.00	196.25
CYLINDER RENT	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CYLINDER RENT	Service	0.00	0.00	196.25	0.00	0.00	0.00	196.25

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-160-6499	CONTRACT SERVICES		196.25	100.00%

Vendor: [1504 - SHIVE-HATTERY INC](#)

Vendor Total: 367,920.00

4193931-2	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	367,920.00	0.00	0.00	0.00	367,920.00
PROJECT BLUEJAY PUBLIC IMPROVEMENTS	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
PROJECT BLUEJAY PUBLIC IMPROVEME	Service	0.00	0.00	367,920.00	0.00	0.00	0.00	367,920.00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
350-520-6407	ENGINEERING EXPENSE		367,920.00	100.00%

Vendor: [2164 - SVPA ARCHITECTS](#)

Vendor Total: 1,205.40

0035109	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	1,205.40	0.00	0.00	0.00	1,205.40
CITY HALL REMODLE PROJECT MANAGEM...	AP Bank Code - AP Bank		No							

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CITY HALL REMODLE PROJECT MANAGE	Service	0.00	0.00	1,205.40	0.00	0.00	0.00	1,205.40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
346-650-6407	ENGINEERING EXPENSE		1,205.40	100.00%

Vendor: [2254 - TCM BANK NA](#)

Vendor Total: 93.90

DECEMBER 2019	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	13.10	0.00	0.00	0.00	13.10
CITY HALL VISA	AP Bank Code - AP Bank		No							

Payable Register

Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CITY HALL VISA NAME BADGES FOR CIT	Service		0.00	0.00	13.10	0.00	0.00	0.00	13.10	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-621-6240	MEETINGS & CONFERENCES				13.10	100.00%				
DECEMBER 2019 PW	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	80.80	0.00	0.00	0.00	80.80
PUBLIC WORKS VISA	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PUBLIC WORKS VISA JOHN CORY WATE	Service		0.00	0.00	30.00	0.00	0.00	0.00	30.00	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
600-811-6298	LICENSES				30.00	100.00%				
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
PUBLIC WORKS VISA LATE FEE SERVICE	Service		0.00	0.00	50.80	0.00	0.00	0.00	50.80	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-621-6580	MISCELLANEOUS				50.80	100.00%				

Vendor: [0930 - TOMPKINS INDUSTRIES, INC.](#)

Vendor Total: 128.92

404392704	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	128.92	0.00	0.00	0.00	128.92
SNOW PLOW 201	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
SNOW PLOW 201	Goods		1.00	128.92	128.92	0.00	0.00	0.00	128.92	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
110-210-6350	OPERATIONAL EQUIPMENT REPAIR				128.92	100.00%				

Vendor: [1277 - UNITED RENTALS INC.](#)

Vendor Total: 189.62

177710421-001	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	189.62	0.00	0.00	0.00	189.62
CITY HALL ENTRY LIGHTING	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
CITY HALL ENTRY LIGHTING	Service		0.00	0.00	189.62	0.00	0.00	0.00	189.62	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-650-6310	BUILDING MAINTENANCE & REPAIR				189.62	100.00%				

Vendor: [0991 - ZIEGLER INC.](#)

Vendor Total: 2,349.94

SW570082014	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	1,665.19	0.00	0.00	0.00	1,665.19
REPAIRS TO 2ND ST LIFT STATION BACKUP...	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REPAIRS TO 2ND ST LIFT STATION BACK	Service		0.00	0.00	1,665.19	0.00	0.00	0.00	1,665.19	
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
610-816-6350	OPERATIONAL EQUIPMENT REPAIR				1,665.19	100.00%				
SW570082015	Invoice	1/17/2020	1/17/2020	1/17/2020	1/17/2020	684.75	0.00	0.00	0.00	684.75
REPAIRS TO CITY HALL BACK GENERATOR	AP Bank Code - AP Bank				No					

Payable Register
Packet: APPKT00119 - CLAIMS LIST COUCIL MEETING 01/21/19

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount	Total	
REPAIRS TO CITY HALL BACK GENERATO	Service		0.00	0.00	684.75	0.00	0.00	0.00	684.75	
Distributions										
Account Number	Account Name	Project	Account Key		Amount	Percent				
001-650-6320	GROUNDS MAINTENANCE & REPAI				684.75	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	67	509,301.57	0.00	0.00	0.00	509,301.57	0.00	509,301.57
Grand Total:		509,301.57	0.00	0.00	0.00	509,301.57	0.00	509,301.57

Account Summary

Account	Name	Amount
001-110-6050	POLK CO SHERIFF PAYMENT	47,453.00
001-150-6230	TRAINING	300.00
001-150-6331	VEHICLE OPERATIONS	339.42
001-150-6499	CONTRACT SERVICES	300.65
001-160-6181	UNIFORMS	671.64
001-160-6220	SUBSCRIPTIONS & ED MATERIALS	140.00
001-160-6331	VEHICLE OPERATIONS	339.43
001-160-6413	PAYMENT TO OTHER AGENCIES	1,316.99
001-160-6499	CONTRACT SERVICES	203.40
001-410-6240	MEETINGS & CONFERENCES	30.00
001-410-6373	TELECOMMUNICATION EXPENSE	183.70
001-410-6411	LEGAL EXPENSE	122.50
001-410-6419	COMPUTER SUPPORT	89.50
001-430-6181	UNIFORMS	54.28
001-430-6320	GROUPS MAINTENANCE & REPAIR	3,369.28
001-430-6331	VEHICLE OPERATIONS	129.68
001-430-6373	TELECOMMUNICATION EXPENSE	34.69
001-430-6507	OPERATING SUPPLIES	88.72
001-440-6507	OPERATING SUPPLIES	155.61
001-450-6419	COMP	1,022.00
001-450-6580	MISCELLANEOUS	169.60
001-621-6240	MEETINGS & CONFERENCES	42.16
001-621-6373	TELECOMMUNICATION EXPENSE	472.03
001-621-6402	ADVERTISING-PUBLICATIONS	169.60
001-621-6419	COMPUTER SUPPORT	499.70
001-621-6490	PROFESSIONAL SERVICES	487.50
001-621-6499	CONTRACT SERVICES	184.58
001-621-6505	OTHER EQUIPMENT	50.96
001-621-6580	MISCELLANEOUS	50.80
001-640-6411	LEGAL EXPENSE	1,505.00
001-650-6310	BUILDING MAINTENANCE & REPAIR	704.33
001-650-6320	GROUPS MAINTENANCE & REPAIR	684.75
001-650-6499	CONTRACT SERVICES	225.55
001-650-6506	OFFICE SUPPLIES	67.77
Total:		61,658.82

Account	Name	Amount
110-210-6150	GROUP INSURANCE	704.63
110-210-6181	UNIFORMS	54.28
110-210-6310	BUILDING & GROUND MAINTENANCE	43.87
110-210-6331	VEHICLE OPERATIONS	663.90
110-210-6350	OPERATIONAL EQUIPMENT REPAIR	643.10
110-210-6373	TELECOMMUNICATION EXPENSE	98.63
110-210-6402	ADVERTISING-PUBLICATIONS	169.60
110-210-6499	CONTRACT SERVICES	62.50
110-210-6504	MINOR EQUIPMENT	529.00
Total:		2,969.51

Account	Name	Amount
112-150-6150	GROUP INSURANCE	636.72
112-160-6150	GROUP INSURANCE	636.72
112-170-6150	GROUP INSURANCE	132.65
112-410-6150	GROUP INSURANCE	742.84
112-430-6150	GROUP INSURANCE	265.30
112-440-6150	GROUP INSURANCE	159.18
112-540-6150	GROUP INSURANCE	159.18

Account Summary

Account	Name	Amount
112-621-6150	GROUP INSURANCE	913.68
Total:		3,646.27

Account	Name	Amount
346-650-6407	ENGINEERING EXPENSE	1,205.40
Total:		1,205.40

Account	Name	Amount
350-520-6407	ENGINEERING EXPENSE	367,920.00
Total:		367,920.00

Account	Name	Amount
600-810-6150	GROUP INSURANCE	318.36
600-810-6419	COMPUTER SUPPORT	500.30
600-811-6181	UNIFORMS	54.28
600-811-6298	LICENSES	30.00
600-811-6310	BUILDING & GROUND MAINTENANCE	12.38
600-811-6331	VEHICLE OPERATIONS	125.90
600-811-6373	TELECOMMUNICATION EXPENSE	34.69
600-811-6375	WATER MAIN MAINTENANCE	796.50
600-811-6504	MINOR EQUIPMENT	971.23
600-812-6402	ADVERTISING-PUBLICATIONS	169.60
600-812-6499	CONTRACT SERVICES	408.97
Total:		3,422.21

Account	Name	Amount
610-815-6150	GROUP INSURANCE	318.36
610-816-6181	UNIFORMS	54.28
610-816-6320	GROUPS MAINTENANCE & REPAIR	220.26
610-816-6350	OPERATIONAL EQUIPMENT REPAIR	1,665.19
610-816-6373	TELECOMMUNICATION EXPENSE	34.69
610-816-6499	CONTRACT SERVICES	62.50
610-817-6413	PAYMENT TO OTHER AGENCIES	65,040.60
610-817-6499	CONTRACT SERVICES	346.47
Total:		67,742.35

Account	Name	Amount
741-865-6150	GROUP INSURANCE	318.36
741-865-6181	UNIFORMS	54.36
741-865-6373	TELECOMMUNICATIONS EXPENSE	34.69
741-865-6402	ADVERTISING-PUBLICATIONS	169.60
741-865-6499	CONTRACT SERVICES	160.00
Total:		737.01



Payable Register

Payable Detail by Vendor Name

Packet: APPKT00106 - CLAIMS LIST 2

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 2078 - KADETH INC										Vendor Total: 478.75
5388	Invoice	1/8/2020	1/8/2020	1/8/2020	1/8/2020	478.75	0.00	0.00	0.00	478.75
IT SERVICES	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
IT SERVICES LIBRARY	Service		0.00	0.00	478.75	0.00	0.00	0.00		478.75
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-410-6419	COMPUTER SUPPORT				478.75	100.00%				
Vendor: 0968 - KNOX COMPANY										
INV01895844.2	Invoice	1/8/2020	1/8/2020	1/8/2020	1/8/2020	0.01	0.00	15.99	0.00	16.00
TO ADD SHIPPPING MISSED ON LAST PAY...	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
TO ADD SHIPPPING MISSED ON LAST PA	NA		0.00	0.00	0.01	0.00	15.99	0.00		16.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-150-6580	MISCELLANEOUS				16.00	100.00%				
Vendor: 0939 - OCCUPATIONAL HEALTH CTR OF SW										
256509516.2	Invoice	1/8/2020	1/8/2020	1/8/2020	1/8/2020	281.00	0.00	0.00	0.00	281.00
PREPLACEMENT PHYSICAL	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
PREPLACEMENT PHYSICAL	Service		0.00	0.00	281.00	0.00	0.00	0.00		281.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-150-6499	CONTRACT SERVICES				281.00	100.00%				
256514341.2	Invoice	1/8/2020	1/8/2020	1/8/2020	1/8/2020	281.00	0.00	0.00	0.00	281.00
PREPLACEMENT PHYSICAL	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
PREPLACEMENT PHYSICAL	Service		0.00	0.00	281.00	0.00	0.00	0.00		281.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
001-150-6499	CONTRACT SERVICES				281.00	100.00%				
Vendor: 2279 - TERRACON										
TC96263.2	Invoice	1/8/2020	1/8/2020	1/8/2020	1/8/2020	27,000.00	0.00	0.00	0.00	27,000.00
PROJECT BLUEJAY	AP Bank Code - AP Bank				No					
Items										
Item Description	Commodity		Units	Price	Amount	Tax	Shipping	Discount		Total
PROJECT BLUEJAY	Service		0.00	0.00	27,000.00	0.00	0.00	0.00		27,000.00
Distributions										
Account Number	Account Name		Project Account Key		Amount	Percent				
350-520-6407	ENGINEERING EXPENSE				27,000.00	100.00%				

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	5	28,040.76	0.00	15.99	0.00	28,056.75	0.00	28,056.75
Grand Total:		28,040.76	0.00	15.99	0.00	28,056.75	0.00	28,056.75

Account Summary

Account	Name	Amount
001-150-6499	CONTRACT SERVICES	562.00
001-150-6580	MISCELLANEOUS	16.00
001-410-6419	COMPUTER SUPPORT	478.75
Total:		1,056.75

Account	Name	Amount
350-520-6407	ENGINEERING EXPENSE	27,000.00
Total:		27,000.00



Payment Reversal Register

APPKT00114 - OVER PAYMENTS

Canceled Payables

Vendor Set: 01 - City of Bondurant, IA

Bank: AP Bank Code - AP Bank

Vendor Number	Vendor Name				Total Vendor Amount
0144	DES MOINES WATER WORKS				-18,929.78
Payment Type	Payment Number	Original Payment Date	Reversal Date	Cancel Date	Payment Amount
Check	55750	01/07/2020	01/07/2020	01/03/2020	-18,929.78
Payable Number:	Description	Payable Date	Due Date	Payable Amount	
03300120-SEP	QUARTERLY BILLING	01/03/2020	01/03/2020	18,929.78	

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
AP Bank Code	-18,929.78	0.00	-18,929.78
Report Total:	-18,929.78	0.00	-18,929.78



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

Item No. 6f
For Meeting of 1/21/2020

TITLE: Resolution setting public hearing for February 3rd, 2020 to hear public comment on a rezoning request from the City's Agricultural (A-1) District to the Planned Unit Development (R-5) District.

ACTION: Resolution for vote on January 21st, 2020

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: The City has received a rezoning application for a 62.84-acre area of land also proposed for annexation into the City of Bondurant's city limits in the area as shown in the enclosed maps. This rezoning application has been submitted by Quail Run West, LLC (developer) on behalf of Stanley & Mary Webb (current owners). This rezoning land is currently situated outside Bondurant's city limits, and thus is not zoned by the City of Bondurant. The rezoning request is that the Official Zoning Map be changed from the Agricultural (A-1) District to the Planned Unit development (R-5) District for this 62.84-acre rezoning area, pending annexation approval. This rezoning process is consistent with Section 177.07.7 of the City's Zoning Code, which notes that when land is annexed into the City, this annexed land is automatically zoned as being within the City's Agricultural (A-1) District unless a rezoning application is also submitted for consideration.

The purpose of this rezoning request is to allow for construction of a subdivision meeting requirements of the City's Planned Unit Development (R-5) District. Here is an excerpt the intent section of the City's R-5 District: *"The R-5 District is intended and designed to provide a means for the development of large tracts of ground on a unit basis, allowing greater flexibility and diversification of land uses and building locations than the conventional single lot method provided in other sections of this Zoning Code"*.

Enclosed is a preliminary Planned Unit Development Master Plan submitted by the developer as part of the rezoning request. You'll see that the Master Plan proposes that the majority of the subdivision will be comprised of single-family detached lots meeting the minimum bulk requirements of the City's Medium Density (R-2) District. The Master Plan also shows to development areas for row house/multi-family development along 2nd Street NW and NE 64th Street. This Master Plan also shows that Outlot Z will be designated for future General

Commercial (C-2) use; this commercial-type use designation is permitted in the R-5 District if Council determines this use to be consistent with the City's Comprehensive Plan (Section 178.06.1.H). In addition of these uses proposed, the developer will also need to meet requirements of the City's Stream Buffer Ordinance – the developer is accommodating for the Stream Buffer Ordinance, as is depicted in the dashed green line on the attached concept.

Being considered by the Council as part of this rezoning staff report is the topic of setting a rezoning public hearing only. The topic of annexation will be considered as part of separate resolution after the required February 3rd, 2020 annexation public hearing. The topic of preliminary plat approval will be considered by a separate resolution after the City's Planning and Zoning Commission has reviewed the preliminary plat; a rezoning review by the Planning and Zoning Commission and City Council does not require submittal of a detailed preliminary plat at the time of zoning consideration.

ANALYSIS: When considering rezoning requests, the Planning and Zoning Commission and City Council should take into account the following: Comprehensive Plan, Spot Zoning, and Public Input.

Comprehensive Plan:

A comprehensive plan serves as a long-range plan for community improvement, development, and growth. Iowa Code recommends for communities to adopt comprehensive plans, and that these plans should "include information on the amount, type, intensity and density of existing land use, trends in the market price, and plans for future land use throughout the municipality" (Chapter 18B). Said plans serve as policy guides, and are intended to be flexible and adaptive over time, setting forth the basic framework to guide activities and manage change.

The Future Land Use Map as part of the City's Comprehensive Plan guides for multi-family residential reserve use along 2nd Street NW and the north portion of NE 64th Street. The Future Land Use Map then guides for low-density residential reserve use south of the multi-family use. In addition to these areas guided for residential use, the Future Land Use Map also guides for some conservancy space along the creek and also a commercial area at the corner of 2nd Street NW and NE 64th Street. The R-5 rezoning request appears to be consistent with the Future Land Use Map, so no update to the Future Land Use Map is proposed at this time.

In addition to the rezoning request being supported by the Future Land Use Map, below are some objectives pulled from the Comprehensive Plan which appear to also support the rezoning request:

Objective 4.1: *Maintain a diversity of single-family and multi-family housing that provides ample choices in housing style.*

Objective 4.23: *Guide new development to occur adjacent to other neighborhoods, rather than in a “leapfrog” pattern which can lead to the premature consumption of farmland.*

Spot Zoning:

According to the Iowa State University & Outreach's "Midwest Planning Bluz", to determine whether illegal spot zoning has occurred, the courts consider whether the rezoning takes into account the following:

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

It does not appear this proposed rezoning constitutes spot zoning. As the enclosed Zoning Map shows, the requested zoning district of Planned Unit Development (R-5) also exists just east in the existing Quail Run Plat 1 subdivision area. Further, as previously noted, the Future Land Use Map as part of the City's Comprehensive Plan supports this rezoning request.

Public Input:

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning notifying them of the requested rezoning. A summary of public comments received will be included as part of the February 3rd rezoning staff report.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION

The Planning and Zoning Commission will hold their rezoning public hearing during their meeting on January 23rd, 2020. Information on P&Z's January 23rd review and recommendation will be included as part of the February 3rd staff report.


ALTERNATIVES: The following options exist for City Council:

1. Approve the resolution setting the required rezoning public hearing for February 3rd, 2020;
2. Deny the resolution setting the required rezoning public hearing for February 3rd, 2020;
3. Table pending additional comment/feedback.

STAFF RECOMMENDATION: Staff recommends approval of the resolution setting the rezoning public hearing February 3rd, 2020. Iowa Code requires a public hearing by Council prior to consideration of a rezoning ordinance.

It should be noted that if the Planning and Zoning Commission were to table this rezoning request during their January 23rd meeting, staff will remove the February 3rd, 2020 public

hearing item from the February 3rd agenda, as Council's public hearing must come after a recommendation from the Planning and Zoning Commission.

<input checked="checked" type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract	<input type="checkbox"/> Other (Specify)
Funding Source <u>N/A</u>			
APPROVED FOR SUBMITTAL			
City Administrator			

CITY OF BONDURANT
RESOLUTION NUMBER 200121-10

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED REZONING OF PROPERTY

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 change the zoning from Agricultural (A-1) to Planned Unit Development (R-5), pending annexation action, on property proposed for annexation into the city limits of Bondurant, Iowa described as the following:

THE WEST 1/2 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING NORTH OF THE RAILROAD RIGHT-OF-WAY, EXCEPT THE SOUTH 100 FEET OF THE NORTH 134.5 FEET OF THE EAST 75 FEET OF THE WEST 955 FEET, AND EXCEPT A PARCEL BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE DUE EAST 407.9 FEET ALONG THE NORTH LINE OF THE NW 1/4, THENCE SOUTH 0° 32' WEST 381.1 FEET; THENCE NORTH 89° 33' WEST 408.4 FEET TO A POINT ON THE WEST LINE OF THE NW 1/4, THENCE NORTH 0° 37' EAST ALONG THIS LINE 377.9 FEET TO POINT OF BEGINNING AND EXCEPT THOSE PARCELS CONVEYED TO POLK COUNTY BY WARRANTY DEED RECORDED IN BOOK 9575, PAGE 946 AND BOOK 9575, PAGE 948, AND EXCEPT 3.13 ACRES OF ROAD (THE 1.50 ACRES OF DITCH BEING ADDED FROM ABSTRACT 75658 BY AMERICAN ABSTRACT COMPANY CONTINUED TO MAY 14, 1963, AT 2:01 P.M.).

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed rezoning of said property.

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 21st day of January, 2020.

By: _____
Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

NOTICE OF PUBLIC HEARING

That the City Council of the City of Bondurant, Iowa, hereby proposes to change the zoning from Agricultural (A-1) to Planned Unit Development (R-5), pending annexation action, on property proposed for annexation into the city limits of Bondurant, Iowa described as the following:

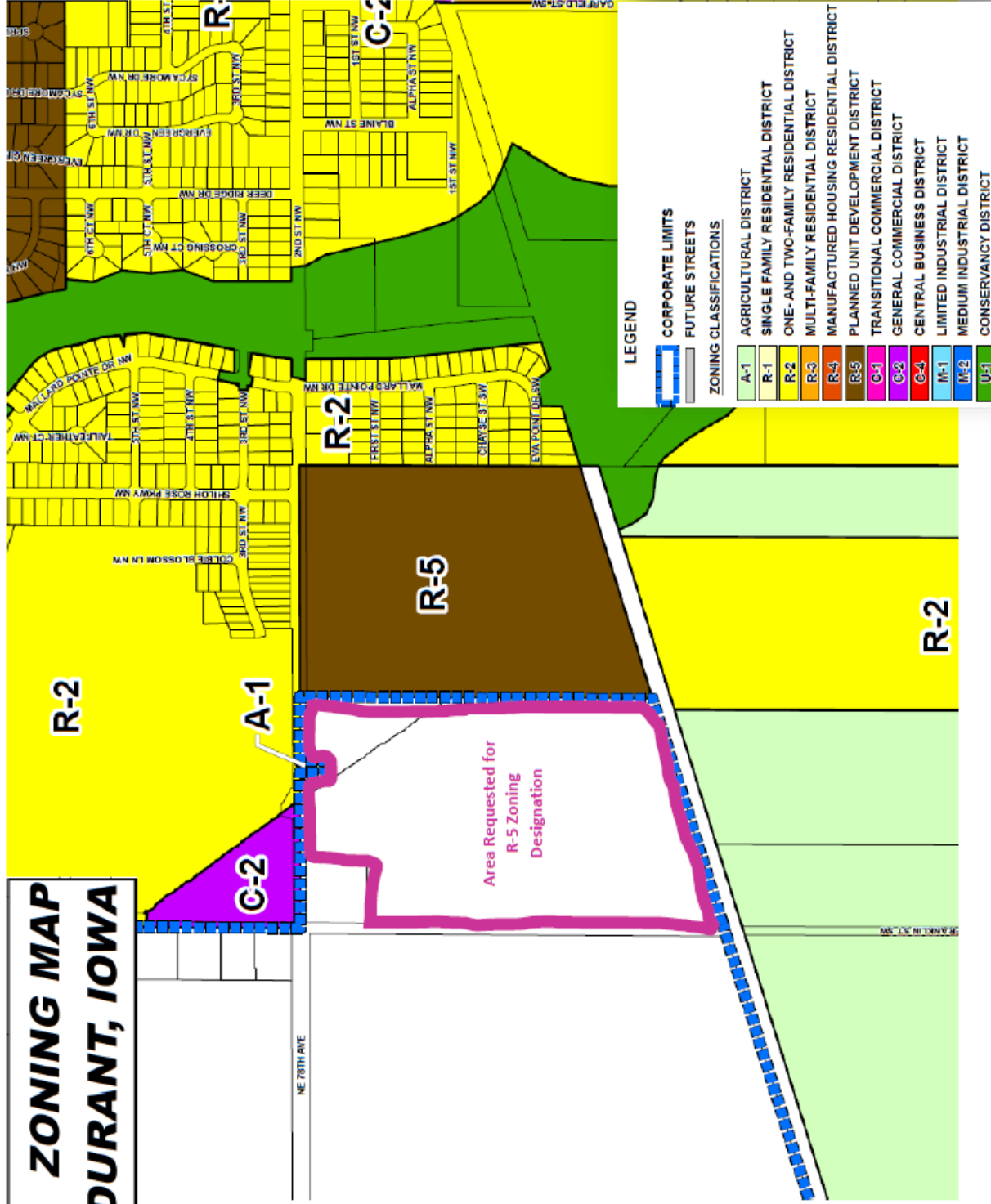
THE WEST 1/2 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, LYING NORTH OF THE RAILROAD RIGHT-OF-WAY, EXCEPT THE SOUTH 100 FEET OF THE NORTH 134.5 FEET OF THE EAST 75 FEET OF THE WEST 955 FEET, AND EXCEPT A PARCEL BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE DUE EAST 407.9 FEET ALONG THE NORTH LINE OF THE NW 1/4, THENCE SOUTH 0°32' WEST 381.1 FEET; THENCE NORTH 89°33' WEST 408.4 FEET TO A POINT ON THE WEST LINE OF THE NW 1/4, THENCE NORTH 0°37' EAST ALONG THIS LINE 377.9 FEET TO POINT OF BEGINNING AND EXCEPT THOSE PARCELS CONVEYED TO POLK COUNTY BY WARRANTY DEED RECORDED IN BOOK 9575, PAGE 946 AND BOOK 9575, PAGE 948, AND EXCEPT 3.13 ACRES OF ROAD (THE 1.50 ACRES OF DITCH BEING ADDED FROM ABSTRACT 75658 BY AMERICAN ABSTRACT COMPANY CONTINUED TO MAY 14, 1963, AT 2:01 P.M.).

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed rezoning of said property.

CRAIG MARSHMAN,
INTERIM CITY CLERK

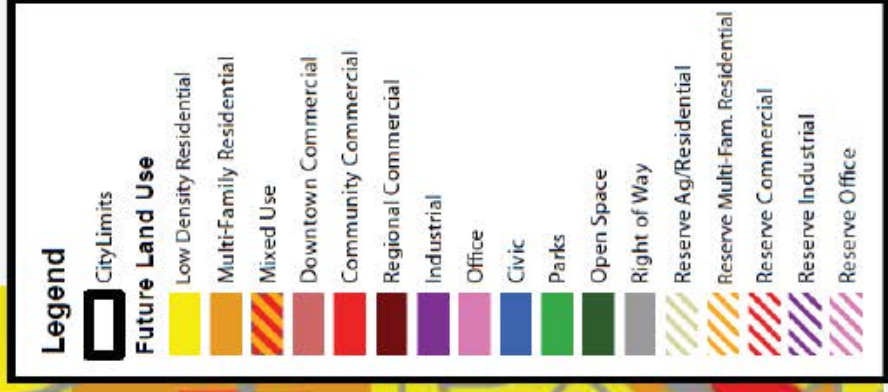
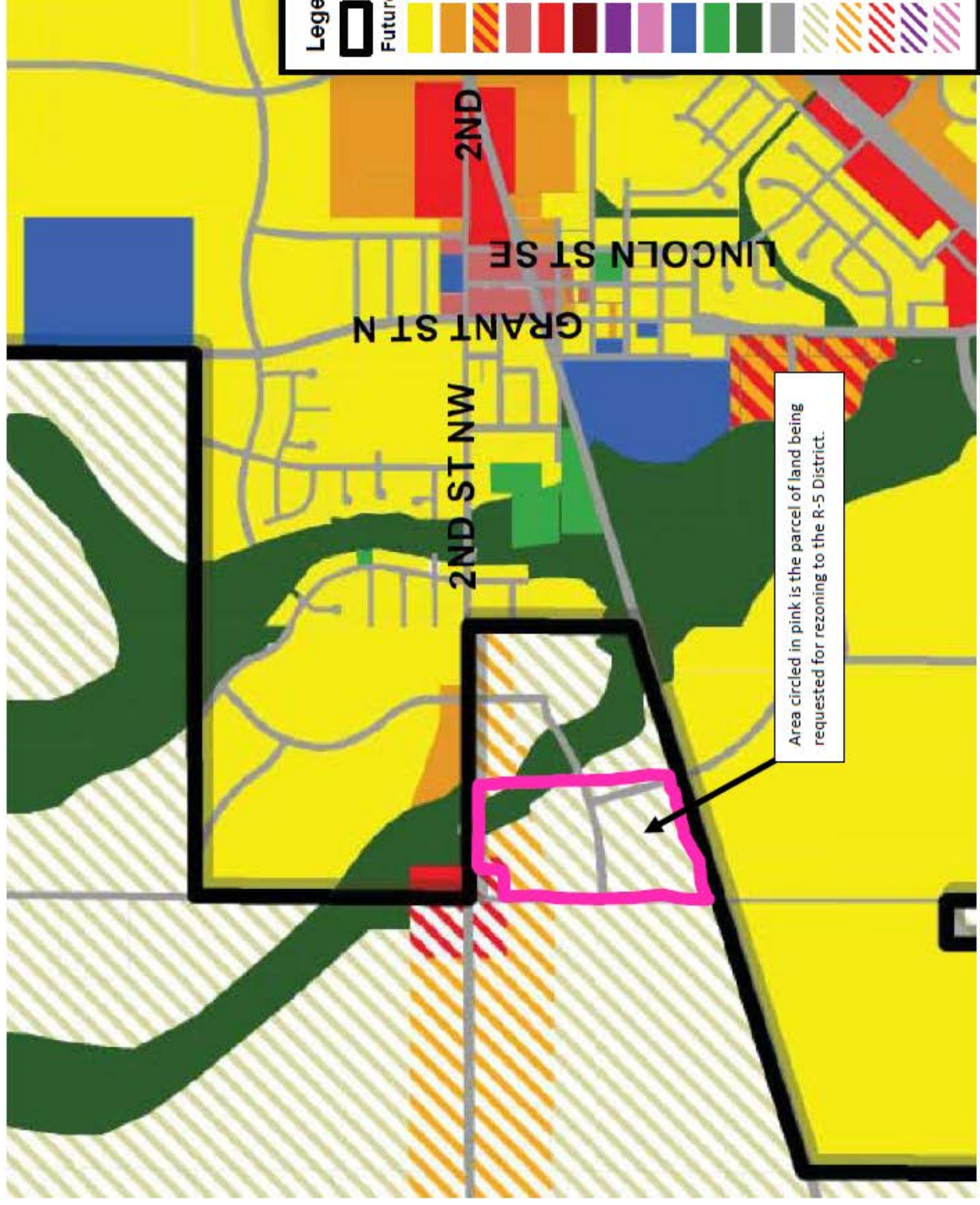
ZONING MAP

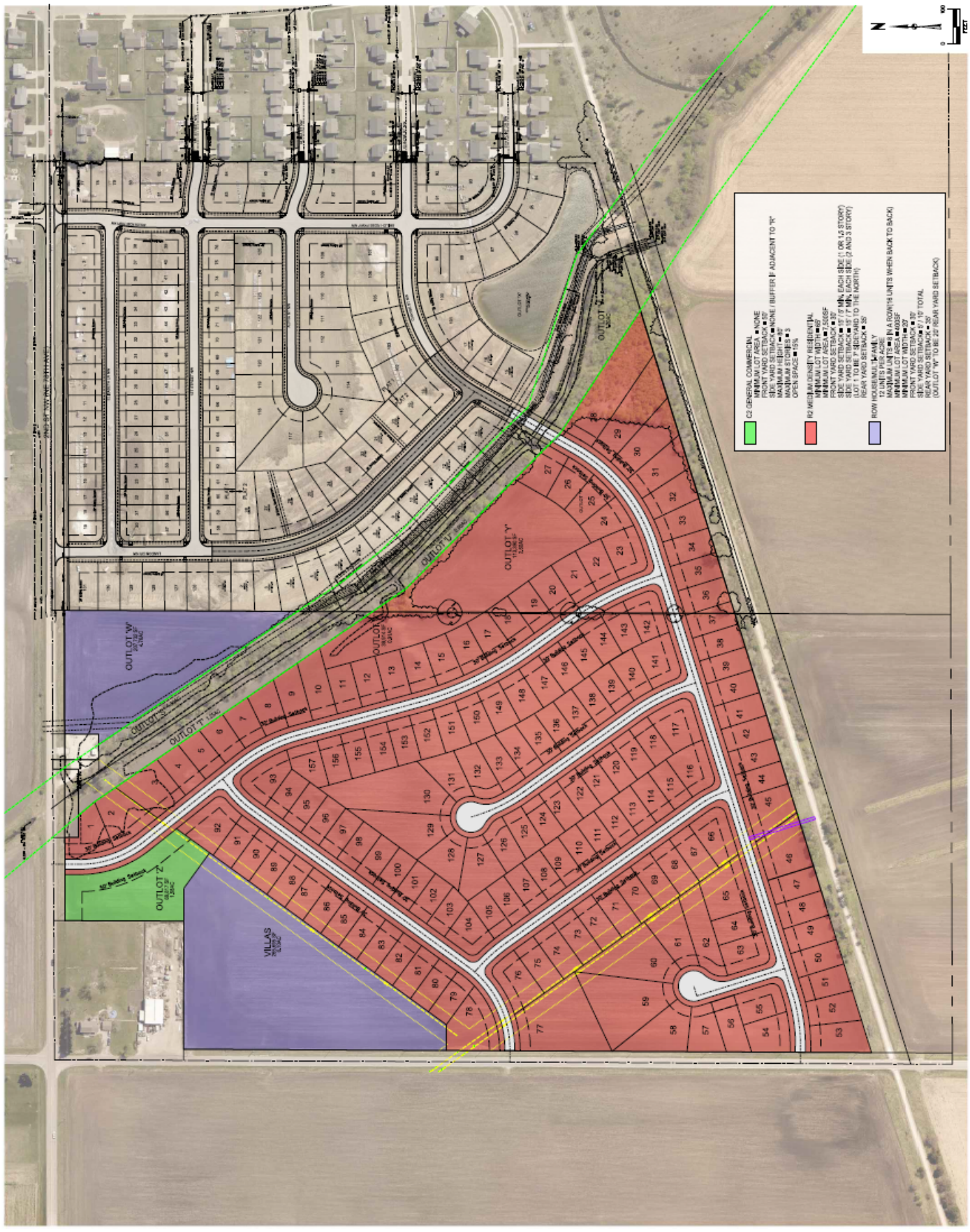
CITY OF BONDURANT, IOWA



REZONING LEGAL DESCRIPTION: THE WEST 1/2 OF THE NW 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23, WEST OF THE 6TH P.M., POLK COUNTY, IOWA, LYING NORTH OF THE RAILROAD RIGHT-OF-WAY, EXCEPT THE SOUTH 100 FEET OF THE NORTH 134.5 FEET OF THE EAST 75 FEET OF THE WEST 955 FEET, AND EXCEPT A PARCEL BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION; THENCE DUE EAST 407.9 FEET ALONG THE NORTH LINE OF THE NW 1/4, THENCE SOUTH 0°32' WEST 381.1 FEET; THENCE NORTH 89°33' WEST 408.4 FEET TO A POINT ON THE WEST LINE OF THE NW 1/4, THENCE NORTH 0°37' EAST ALONG THIS LINE 377.9 FEET TO POINT OF BEGINNING AND EXCEPT THOSE PARCELS CONVEYED TO POLK COUNTY BY WARRANTY DEED RECORDED IN BOOK 8575, PAGE 946 AND BOOK 8575, PAGE 948, AND EXCEPT 3.13 ACRES OF ROAD (THE 1.50 ACRES OF DITCH BEING ADDED FROM ABSTRACT 75658 BY AMERICAN ABSTRACT COMPANY CONTINUED TO MAY 14, 1963, AT 2:01 P.M.), CONTAINING APPROXIMATELY 62.84 ACRES.

Future Land Use Map





Excerpt from Rezoning Application



Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, among others.

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Bondurant, and have submitted all the required information which is accurate, true and correct.

Signed by: RSN / President Nishi, Its Manager Date: 1-2-20
(Applicant)

(Note: No other signature may be substituted for the Property Owner's Signature)

and: Shirley Loryel Wehl Mary J. Wehl Date: 1-4-20
(Property Owner)

and: _____ Date: _____
(Contact Person)

Excerpt from Rezoning Application

Attachment B
Property Owners' Statement



(Must be owners of at least 50% of area to be rezoned and must be notarized)

To Whom It May Concern:

I/We, the undersigned, am/are the property owner(s) of

See attached legal description
in Bondurant, Iowa.

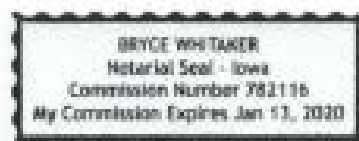
I/We declare that a zoning change from A-1 to
R-5 Planned Unit Development is requested.


NAME	SIGNATURE	DATE SIGNED
Stanley Daryl Webb		1-4-20
MARY JANE WEBB		1-4-2020

State of Iowa
County of IOWA

Sworn to (or affirmed) and subscribed before me on this 4 day of January month
of 20 19, by Stanley and Mary Webb, who is personally known or produced Driver License as
identification.

(seal)




Signature
Bryce Whitaker
Printed Name of Notary



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

Item No. 6g
For Meeting of 1/21/2020

TITLE: Resolution setting public hearing for February 3rd, 2020 to hear public comment on a rezoning request from the City's Agricultural (A-1) District to the Medium Density Residential (R-2) District.

ACTION: Resolution for vote on January 21st, 2020

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: The City has received a rezoning application for an existing 85.76-acre area of land also proposed for annexation into the City of Bondurant's city limits in the area as shown in the enclosed maps. This rezoning application has been submitted by Bondurant Lots II, LLC (developer) on behalf of the Ethel C Sankey Trust (current owner). A majority of this rezoning land is currently situated outside Bondurant's city limits, and thus is not zoned by the City of Bondurant. There is an 11-acre parcel currently within Bondurant's city limits zoned as being Agricultural (A-1) also included as part of this rezoning request. The rezoning request is that the Official Zoning Map be changed from the Agricultural (A-1) District to the Medium Density Residential (R-2) District for this entire 85.76-acre rezoning area, pending annexation approval. This rezoning process is consistent with Section 177.07.7 of the City's Zoning Code, which notes that when land is annexed into the City, this annexed land is automatically zoned as being within the City's Agricultural (A-1) District unless a rezoning application is also submitted for consideration.

The purpose of this rezoning request is to allow for construction of a residential subdivision in this rezoning area that will meet the City's Medium Density (R-2) bulk requirements. Enclosed is a summary these R-2 bulk regulations.

Being considered by the Council as part of this rezoning staff report is the topic of setting a rezoning public hearing only. The topic of annexation will be considered as part of separate resolution after the required February 3rd, 2020 annexation public hearing. The topic of preliminary plat approval will be considered by a separate resolution after the City's Planning and Zoning Commission has reviewed the preliminary plat; a rezoning review by the Planning and Zoning Commission and City Council does not require submittal of a detailed preliminary plat at the time of zoning consideration. It should also be explained that City Council will also be setting and holding a public hearing for another related Medium Density (R-2) rezoning request for a 19.58-acre area of land just east of this land described as part of this staff report. While both rezoning requests will be part of the same development area, two separate rezoning ordinances will be required for consideration by Council, as there will be two separate annexations (and timelines) involved as part of the annexation process of this overall development.

ANALYSIS: When considering rezoning requests, the Planning and Zoning Commission and City Council should take into account the following: Comprehensive Plan, Spot Zoning, and Public Input.

Comprehensive Plan:

A comprehensive plan serves as a long-range plan for community improvement, development, and growth. Iowa Code recommends for communities to adopt comprehensive plans, and that these plans should "include information on the amount, type, intensity and density of existing land use, trends in the market price, and plans for future land use throughout the municipality" (Chapter 18B). Said plans serve as policy guides, and are intended to be flexible and adaptive over time, setting forth the basic framework to guide activities and manage change.

The Future Land Use Map as part of the City's Comprehensive Plan guides for residential reserve development along with some greenspace within the proposed rezoning area. The developer is proposing residential construction with also some stormwater detention areas and a public park in their overall development plan. The uses proposed are consistent with the City's Future Land Use Map, so no update to the Future Land Use Map is proposed at this time.

In addition to the rezoning request being supported by the Future Land Use Map, below are some objectives pulled from the Comprehensive Plan which appear to also support the rezoning request:

Objective 4.1: *Maintain a diversity of single-family and multi-family housing that provides ample choices in housing style.*

Objective 4.23: *Guide new development to occur adjacent to other neighborhoods, rather than in a "leapfrog" pattern which can lead to the premature consumption of farmland.*

Spot Zoning:

According the Iowa State University & Outreach's "Midwest Planning Bluz", to determine whether illegal spot zoning has occurred, the courts consider whether the rezoning takes into account the following:

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

It does not appear this proposed rezoning constitutes spot zoning. As the enclosed Zoning Map shows, the requested zoning district of Medium Density Residential (R-2) also exists just south in the existing Sankey Summit Plat 1 subdivision area. Further, as previously noted, the Future Land Use Map as part of the City's Comprehensive Plan supports this rezoning request.

Public Input:

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning notifying them of the requested rezoning. A summary of public comments received will be included as part of the February 3rd rezoning staff report.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION


The Planning and Zoning Commission will hold their rezoning public hearing during their meeting on January 23rd, 2020. Information on P&Z's January 23rd review and recommendation will be included as part of the February 3rd staff report.

ALTERNATIVES: The following options exist for City Council:

1. Approve the resolution setting the required rezoning public hearing for February 3rd, 2020;
2. Deny the resolution setting the required rezoning public hearing for February 3rd, 2020;
3. Table pending additional comment/feedback.

STAFF RECOMMENDATION: Staff recommends approval of the resolution setting the rezoning public hearing February 3rd, 2020. Iowa Code requires a public hearing by Council prior to consideration of a rezoning ordinance.

It should be noted that if the Planning and Zoning Commission were to table this rezoning request during their January 23rd meeting, staff will remove the February 3rd, 2020 public hearing item from the February 3rd agenda, as Council's public hearing must come after a recommendation from the Planning and Zoning Commission.

<input checked="checked" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify) _____
Funding Source <u>N/A</u> _____
APPROVED FOR SUBMITTAL _____  City Administrator

CITY OF BONDURANT
RESOLUTION NUMBER 200121-11

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED REZONING OF PROPERTY

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 change the zoning from Agricultural (A-1) to Medium Density Residential (R-2), pending annexation action, on property proposed for annexation into the city limits of Bondurant, Iowa described as the following:

THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE
5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EAST 832.00 FEET (EXCEPT THE NORTH
790.00 FEET THEREOF) AND EXCEPT THE EAST 970.00 FEET OF THE NORTH 790.00
FEET AND EXCEPT SANKEY SUMMIT PLAT 1.

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed rezoning of said property.

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 21st day of January, 2020.

By: _____
Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

NOTICE OF PUBLIC HEARING

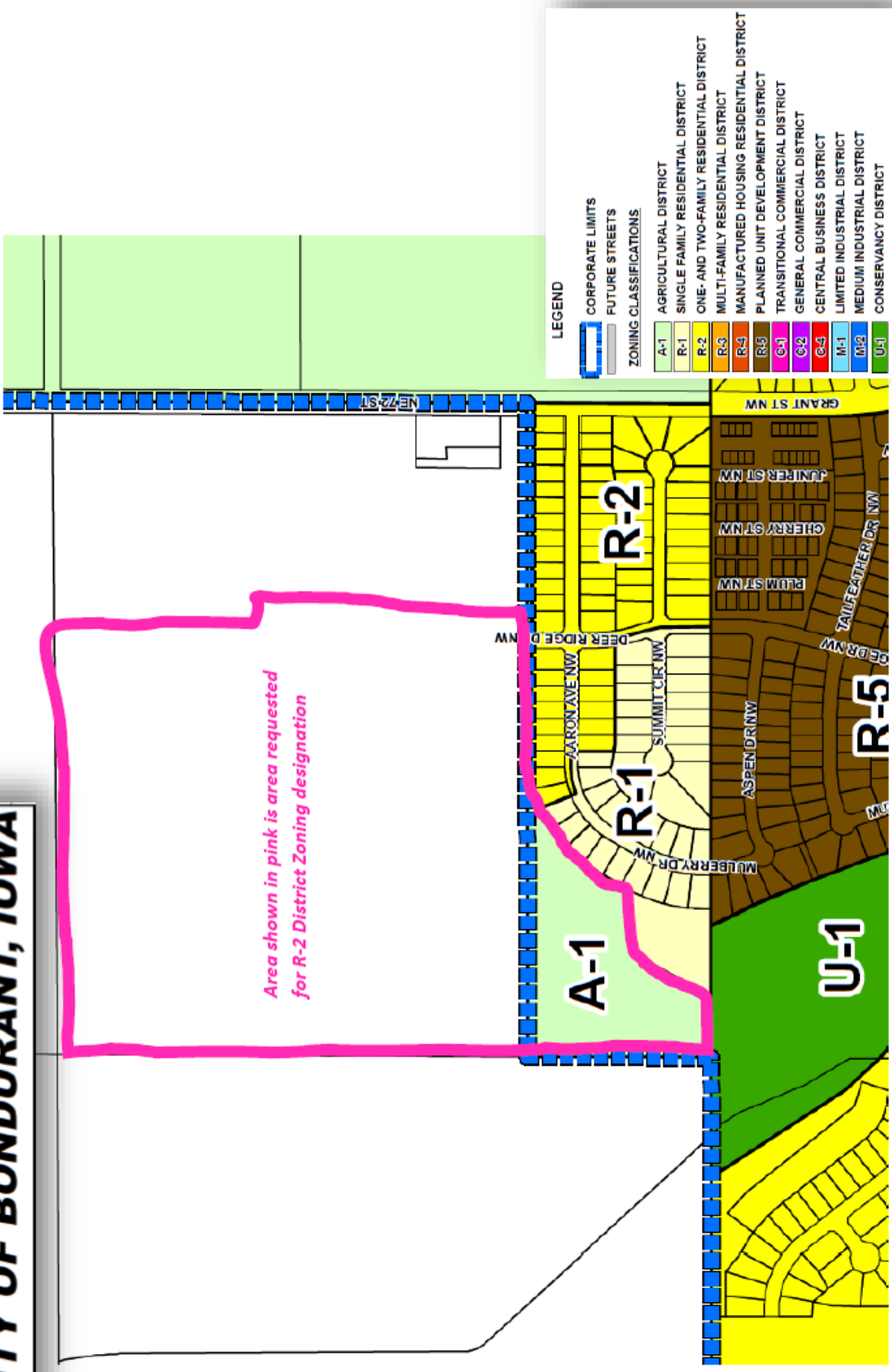
That the City Council of the City of Bondurant, Iowa, hereby proposes to change the zoning from Agricultural (A-1) to Medium Density Residential (R-2), pending annexation action, on property proposed for annexation into the city limits of Bondurant, Iowa described as the following:

THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EAST 832.00 FEET (EXCEPT THE NORTH 790.00 FEET THEREOF) AND EXCEPT THE EAST 970.00 FEET OF THE NORTH 790.00 FEET AND EXCEPT SANKEY SUMMIT PLAT 1.

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed rezoning of said property.

CRAIG MARSHMAN,
INTERIM CITY CLERK

ZONING MAP **CITY OF BONDURANT, IOWA**

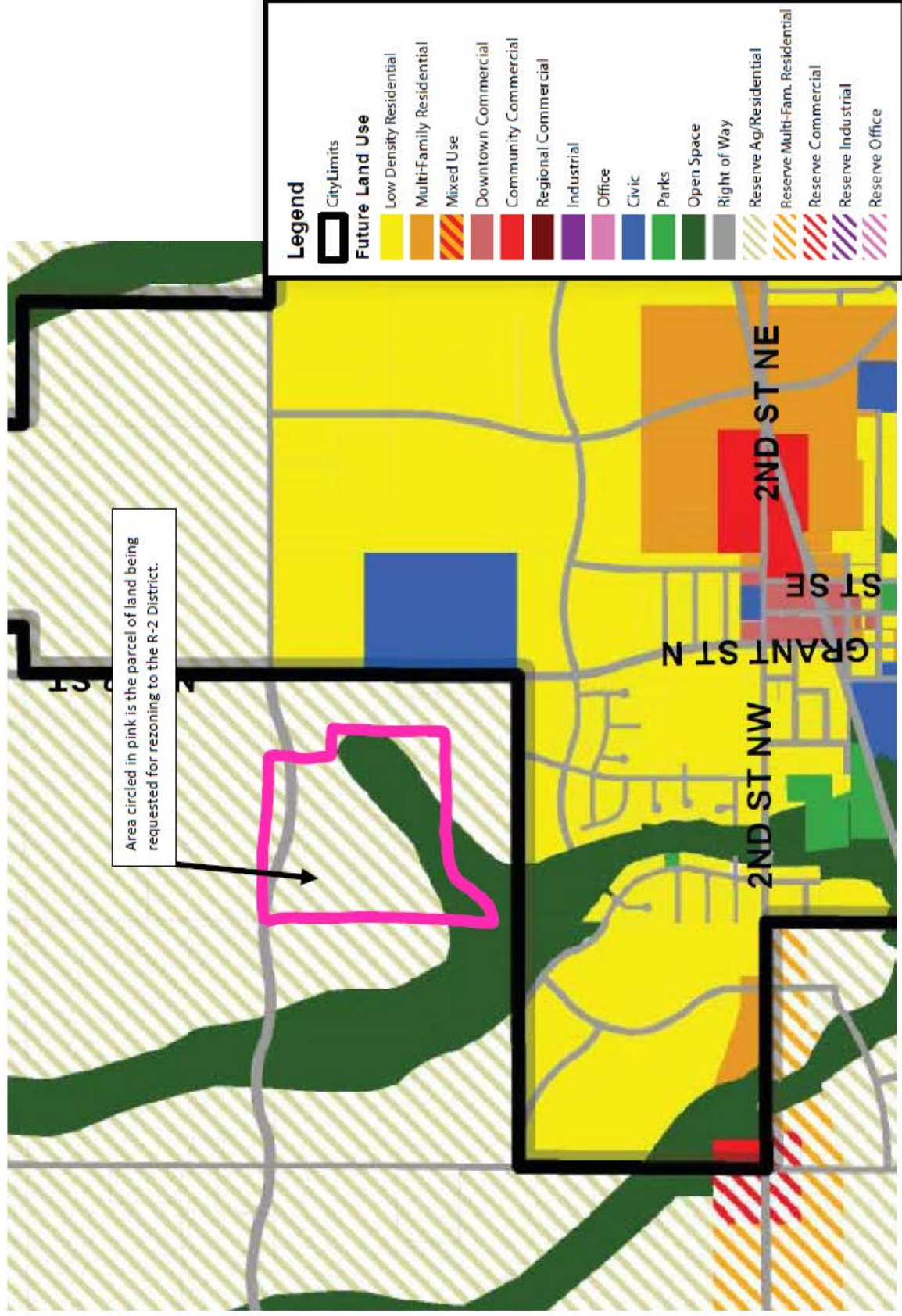


REZONING LEGAL DESCRIPTION: THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT THE EAST 832.00 FEET (EXCEPT THE NORTH 790.00 FEET THEREOF) AND EXCEPT THE EAST 970.00 FEET OF THE NORTH 790.00 FEET AND EXCEPT SANKEY SUMMIT PLAT 1. CONTAINING APPROXIMATELY 85.76 ACRES.

Summary of Section 178.08.4 - R-2 Bulk Regulations:

(A) Minimum Lot Area	7,500 sq. ft. 10,000 sq. ft. for two family dwellings Add 2,000 sq. ft. for each additional unit
(B) Minimum Floor Area	950 sq. ft., ranch style 1000 sq. ft., two story 875 sq. ft., split level style 850 sq. ft., split foyer style
(C) Lot Width	65 ft., single family 85 ft., two-family Add 20 ft. for every additional unit 75 ft. for corner lots
(D) Front Yard	30 ft. for dwellings 50 ft. for any permitted use other than dwellings
(E) Side Yard	15 ft. total side yard, 5 ft. minimum on each side, 1 and 1 ½ stories 15 ft. total side yard, 7 ft. minimum on each side, 2 and 3 stories 35 ft on each side, church or school 3 ft. accessory buildings 50 ft. for any permitted use other than dwellings
(F) Rear Yard	35 ft. for single family 3 ft. accessory buildings 50 ft. for any permitted use other than dwellings
(G) Maximum Height	35 ft. principal buildings 12 ft. accessory buildings
(H) Maximum Stories	3 stories for principal buildings 1 story for accessory buildings
(I) Accessory Buildings	1,000 sq. ft – Maximum Area for Accessory Garage 160 sq. ft. – Maximum Area for Yard Shed

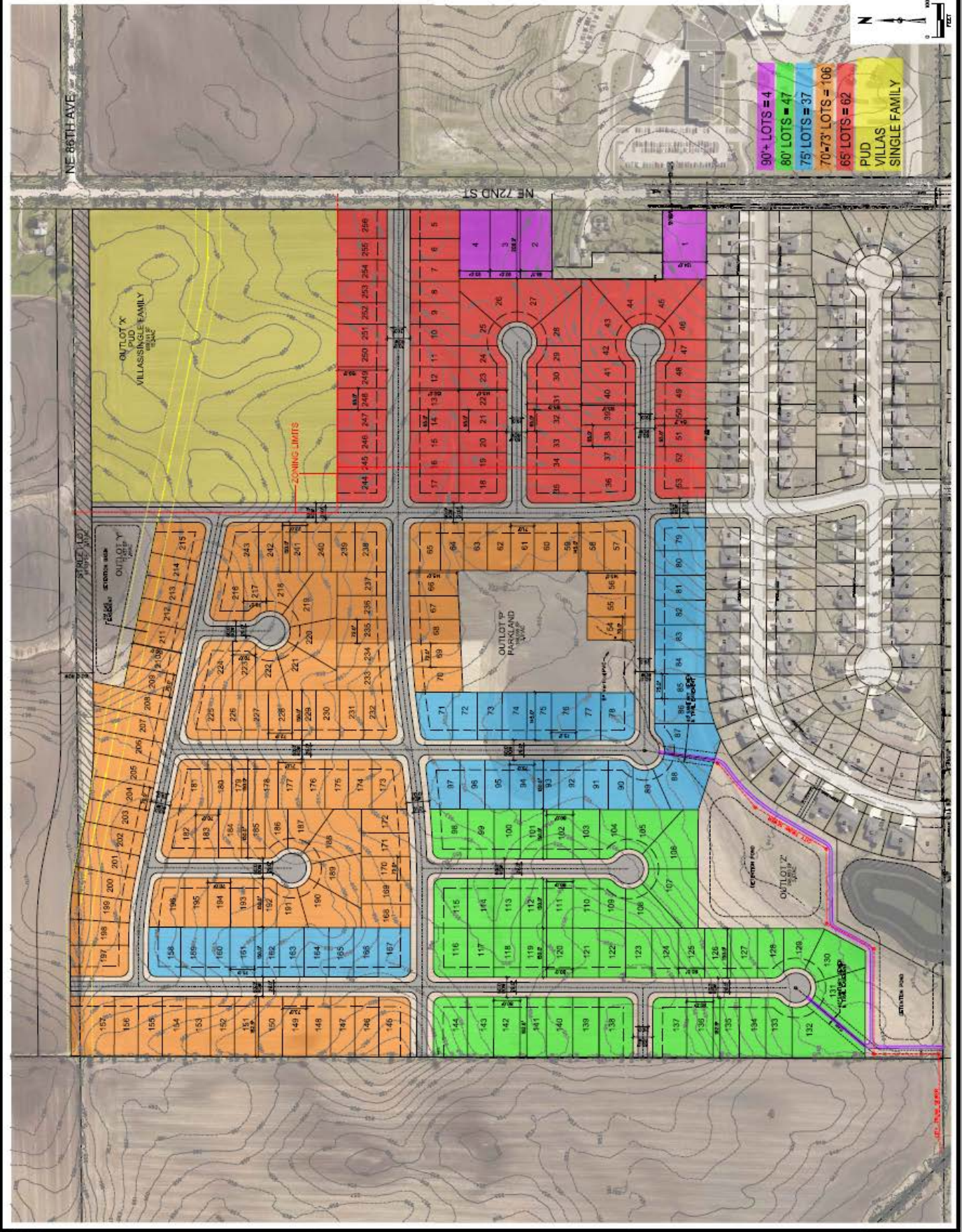
Future Land Use Map



SANKEY SUMMIT
CONCEPT LAYOUT 1-6-20

SNYDER & ASSOCIATES, INC.

BONDURANT, IOWA
2727 S.W. BONDURANT BLVD.
JANESVILLE, IOWA 50633
(515) 954-2122 | WWW.BONDURANT.COM

[illegible]

Excerpt from Rezoning Application



Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, among others.

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Bondurant, and have submitted all the required information which is accurate, true and correct.

Signed by:  President Vista, ITB Manager Date: 1-2-20
Applicant)

(Note: No other signature may be substituted for the Property Owner's Signature)

and: _____ Date: _____
(Property Owner)

and: _____ Date: _____
(Contact Person)

Excerpt from Rezoning Application

Attachment B
Property Owners' Statement

(Must be owners of at least 50% of area to be rezoned and must be notarized)

To Whom It May Concern:

I/We, the undersigned, am/are the property owner(s) of
See attached legal description

in Bondurant, Iowa.

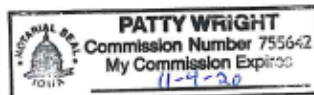
I/We declare that a zoning change from A-1 to
R-2 is requested.

NAME	SIGNATURE	DATE SIGNED
Sandra Miller	Sandra Miller	1-3-2020

State of Iowa
County of Polk

Sworn to (or affirmed) and subscribed before me on this 3 day of January month
of 2020, by Sandra Miller, who is personally known or produced _____ as
identification.

(seal)



Patty Wright
Signature
Patty Wright
Printed Name of Notary



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

Item No. 6h
For Meeting of 1/21/2020

TITLE: Resolution setting public hearing for February 3rd, 2020 to hear public comment on a rezoning request from the City's Agricultural (A-1) District to the Medium Density Residential (R-2) District.

ACTION: Resolution for vote on January 21st, 2020

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: The City has received a rezoning application for a 19.58-acre area of land also proposed for annexation into the City of Bondurant's city limits in the area as shown in the enclosed maps. This rezoning application has been submitted by Bondurant Lots II, LLC (developer) on behalf of the Ethel C Sankey Trust (current owner). This rezoning land is currently situated outside Bondurant's city limits, and thus is not zoned by the City of Bondurant. The rezoning request is that the Official Zoning Map be changed from the Agricultural (A-1) District to the Medium Density Residential (R-2) District for this 19.58-acre rezoning area, pending annexation approval. This rezoning process is consistent with Section 177.07.7 of the City's Zoning Code, which notes that when land is annexed into the City, this annexed land is automatically zoned as being within the City's Agricultural (A-1) District unless a rezoning application is also submitted for consideration.

The purpose of this rezoning request is to allow for construction of a residential subdivision in this rezoning area that will meet the City's Medium Density (R-2) bulk requirements. Enclosed is a summary these R-2 bulk regulations.

Being considered by the Council as part of this rezoning staff report is the topic of setting a rezoning public hearing only. The topic of annexation will be considered as part of separate resolution after the required February 3rd, 2020 annexation public hearing. The topic of preliminary plat approval will be considered by a separate resolution after the City's Planning and Zoning Commission has reviewed the preliminary plat; a rezoning review by the Planning and Zoning Commission and City Council does not require submittal of a detailed preliminary plat at the time of zoning consideration.

It should also be explained that City Council will also be setting and holding a public hearing for another related Medium Density (R-2) rezoning request for a 85.76-acre area of land just west of this land described as part of this staff report. While both rezoning requests will be part of the same development area, two separate rezoning ordinances will be required for consideration by Council, as there will be two separate annexations (and timelines) involved as part of the annexation process of this overall development.

ANALYSIS: When considering rezoning requests, the Planning and Zoning Commission and City Council should take into account the following: Comprehensive Plan, Spot Zoning, and Public Input.

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The Future Land Use Map as part of the City's Comprehensive Plan guides for residential reserve development along with some greenspace within the proposed rezoning area. The developer is proposing residential construction with also some stormwater detention areas and a public park in their overall development plan. The uses proposed are consistent with the City's Future Land Use Map, so no update to the Future Land Use Map is proposed at this time.

In addition to the rezoning request being supported by the Future Land Use Map, below are some objectives pulled from the Comprehensive Plan which appear to also support the rezoning request:

Objective 4.1: *Maintain a diversity of single-family and multi-family housing that provides ample choices in housing style.*

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Spot Zoning:

According to the Iowa State University & Outreach's "Midwest Planning Bluz", to determine whether illegal spot zoning has occurred, the courts consider whether the rezoning takes into account the following:

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

It does not appear this proposed rezoning constitutes spot zoning. As the enclosed Zoning Map shows, the requested zoning district of Medium Density Residential (R-2) also exists just south in the existing Sankey Summit Plat 1 subdivision area. Further, as previously noted, the Future Land Use Map as part of the City's Comprehensive Plan supports this rezoning request.

Public Input:

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning notifying them of the requested rezoning. A summary of public comments received will be included as part of the February 3rd rezoning staff report.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION


The Planning and Zoning Commission will hold their rezoning public hearing during their meeting on January 23rd, 2020. Information on P&Z's January 23rd review and recommendation will be included as part of the February 3rd staff report.

ALTERNATIVES: The following options exist for City Council:

1. Approve the resolution setting the required rezoning public hearing for February 3rd, 2020;
2. Deny the resolution setting the required rezoning public hearing for February 3rd, 2020;
3. Table pending additional comment/feedback.

STAFF RECOMMENDATION: Staff recommends approval of the resolution setting the rezoning public hearing February 3rd, 2020. Iowa Code requires a public hearing by Council prior to consideration of a rezoning ordinance.

It should be noted that if the Planning and Zoning Commission were to table this rezoning request during their January 23rd meeting, staff will remove the February 3rd, 2020 public hearing item from the February 3rd agenda, as Council's public hearing must come after a recommendation from the Planning and Zoning Commission.

<input checked="checked" type="checkbox"/> Resolution _____	<input type="checkbox"/> Ordinance _____	<input type="checkbox"/> Contract _____	<input type="checkbox"/> Other (Specify) _____
Funding Source <u>N/A</u> _____			
APPROVED FOR SUBMITTAL _____			
		City Administrator	

CITY OF BONDURANT
RESOLUTION NUMBER 200121-12

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED REZONING OF PROPERTY

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 change the zoning from Agricultural (A-1) to Medium Density Residential (R-2), pending annexation action, on property proposed for annexation into the city limits of Bondurant, Iowa described as the following:

THE EAST 832.00 FEET (EXCEPT THE NORTH 790.00 FEET) OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT SANKEY SUMMIT PLAT 1

EXCEPT:

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1455.0 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., DOUGLAS TOWNSHIP, POLK COUNTY, IOWA, THENCE SOUTH 336.0 FEET, THENCE SOUTH 89°30' WEST 178.0 FEET, THENCE NORTH 215.0 FEET, THENCE SOUTH 89°30' WEST 45.0 FEET, THENCE NORTH 121.0 FEET, THENCE NORTH 89°30' EAST 223.0 FEET, TO THE POINT OF BEGINNING, 1.50 ACRES, MORE OR LESS.

AND EXCEPT:

BEGINNING AT A POINT BEING 1,455.00 FT. S-00°-00'00"-W AND 223.00 FT. S-89°-30'-00"-W OF THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE S-00°-00'00"-W, 121.00 FT., THENCE N-89°-30'-00"-E, 45.00 FT.; THENCE S-00°-00'-00"-W, 215.00 FT.; THENCE S-89°-30'-00"-W, 81.03 FT.; THENCE N-00°-00'-00"-E, 336.00 FT.; THENCE N-89°-30'-00"-E, 36.03 FT. TO THE POINT OF BEGINNING. ALL OF SAID PARCEL BEING LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST 1/4 (NE1/4) OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA AND CONTAINING APPROXIMATELY 0.5000 ACRES.

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed rezoning of said property.

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 21st day of January, 2020.

By: _____
Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

NOTICE OF PUBLIC HEARING

That the City Council of the City of Bondurant, Iowa, hereby proposes to change the zoning from Agricultural (A-1) to Medium Density Residential (R-2), pending annexation action, on property proposed for annexation into the city limits of Bondurant, Iowa described as the following:

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AND EXCEPT:

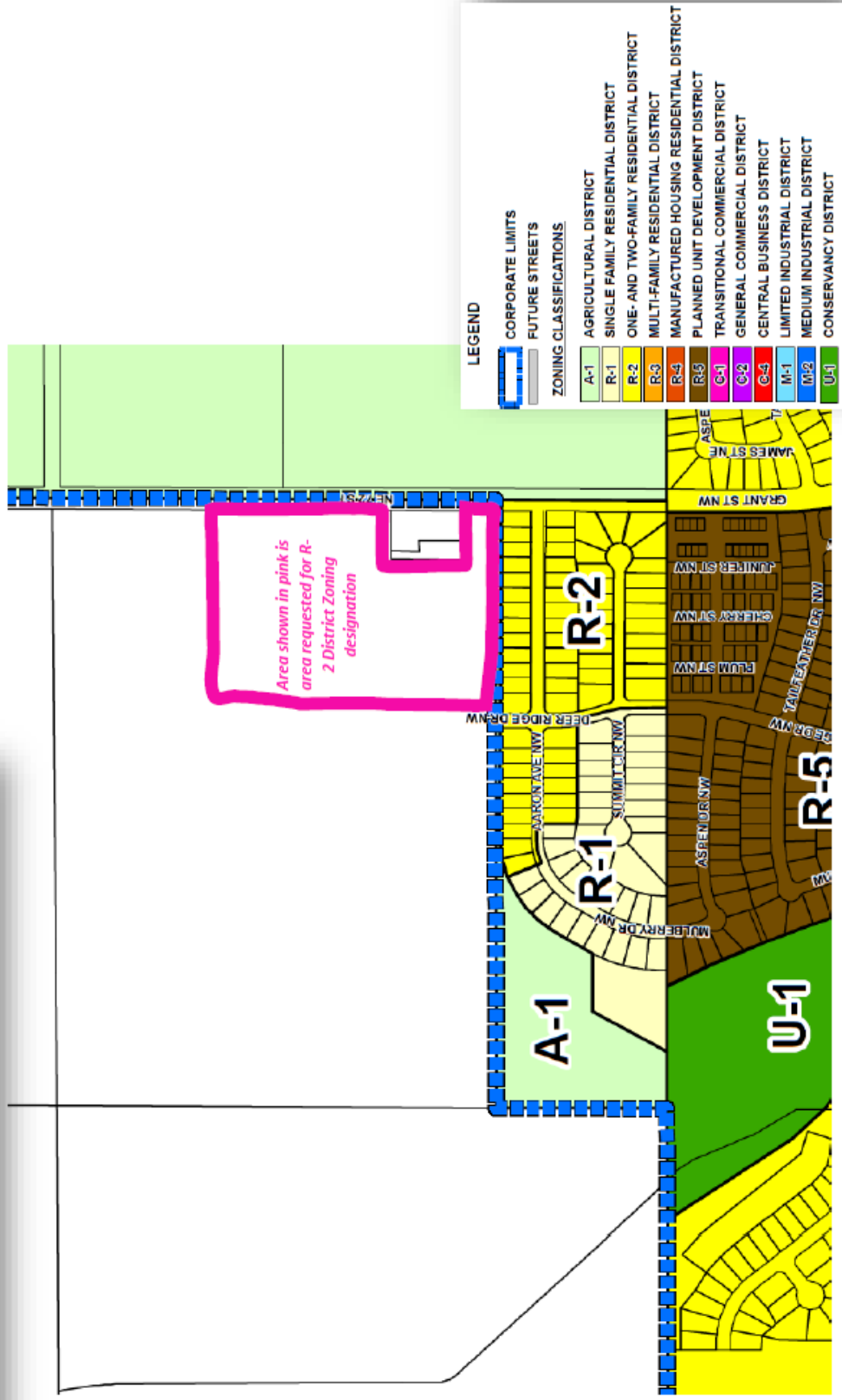
BEGINNING AT A POINT BEING 1,455.00 FT. S-00°-00'00"-W AND 223.00 FT. S-89°-30'-00"-W OF THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE S-00°-00'00"-W, 121.00 FT., THENCE N-89°-30'-00"-E, 45.00 FT.; THENCE S-00°-00'-00"-W, 215.00 FT.; THENCE S-89°-30'-00"-W, 81.03 FT.; THENCE N-00°-00'-00"-E, 336.00 FT.; THENCE N-89°-30'-00"-E, 36.03 FT. TO THE POINT OF BEGINNING. ALL OF SAID PARCEL BEING LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST 1/4 (NE1/4) OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA AND CONTAINING APPROXIMATELY 0.5000 ACRES.

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed rezoning of said property.

CRAIG MARSHMAN,
INTERIM CITY CLERK

ZONING MAP

CITY OF BONDURANT, IOWA

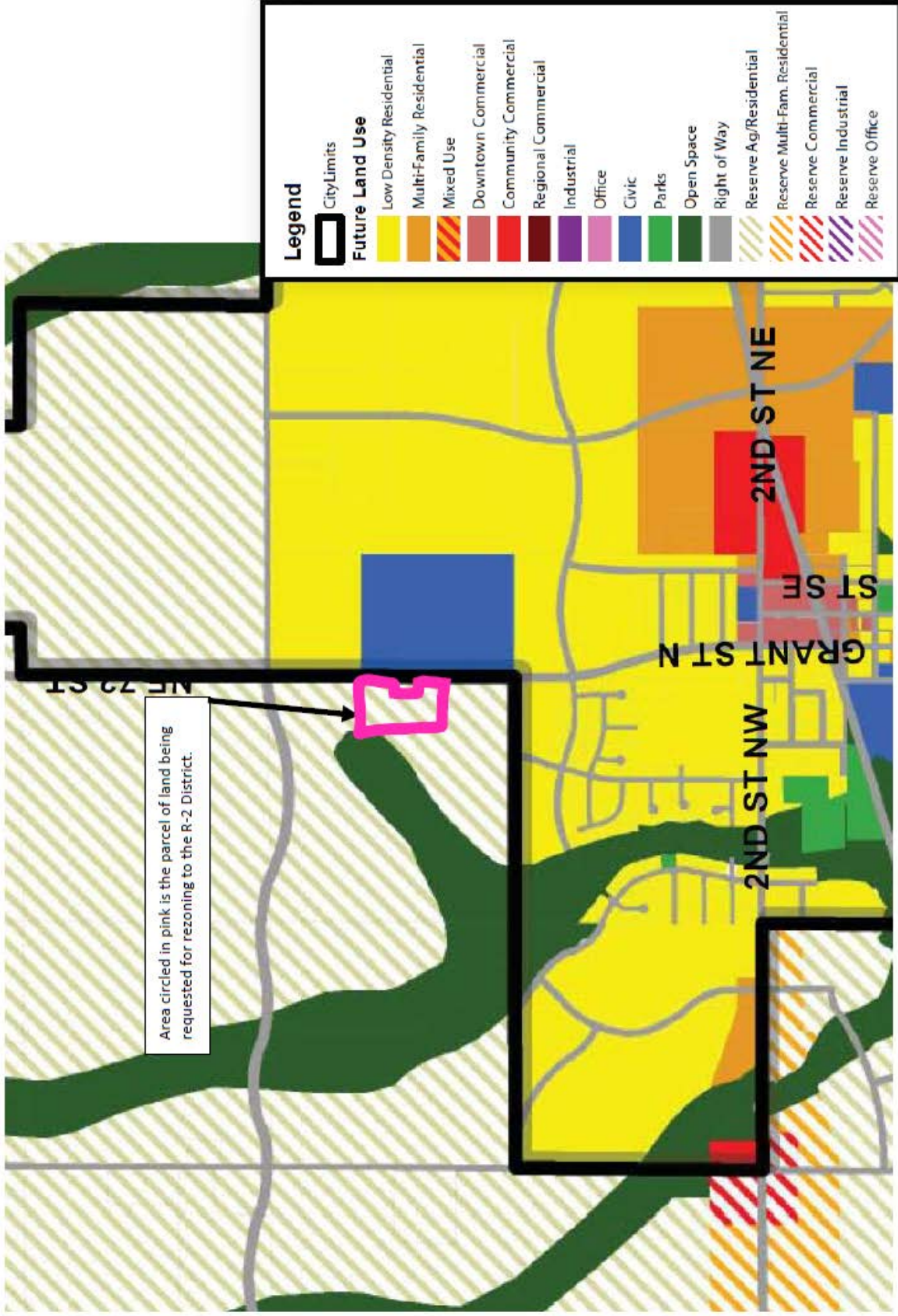


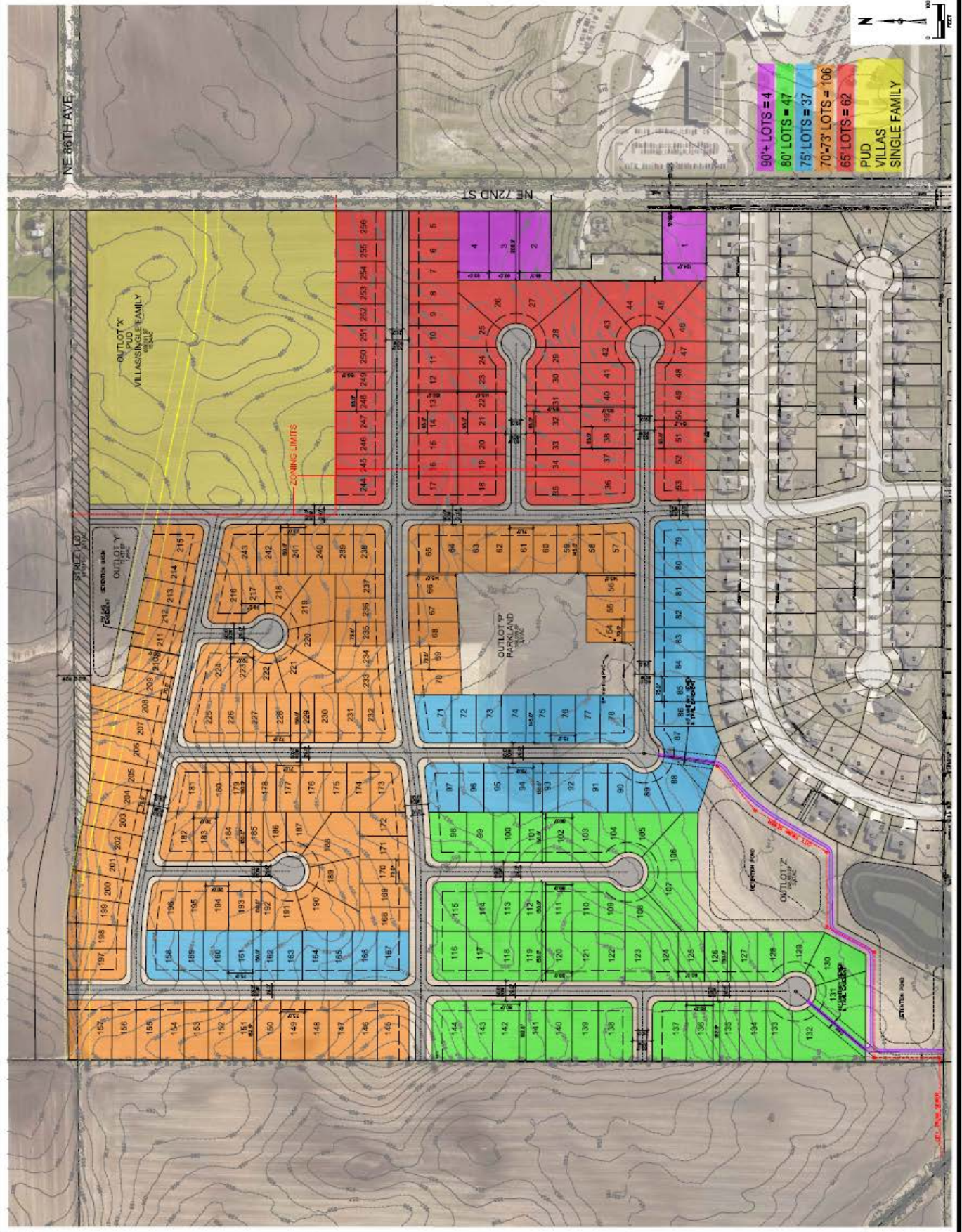
REZONING LEGAL DESCRIPTION: THE EAST 832.00 FEET (EXCEPT THE NORTH 790.00 FEET) OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, EXCEPT SANKEY SUMMIT PLAT 1, EXCEPT: A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23, AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 1455.0 FEET SOUTH OF THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., DOUGLAS TOWNSHIP, POLK COUNTY, IOWA, THENCE SOUTH 336.0 FEET, THENCE SOUTH 89°30' WEST 178.0 FEET, THENCE NORTH 215.0 FEET, THENCE SOUTH 89°30' WEST 45.0 FEET, THENCE NORTH 121.0 FEET, THENCE NORTH 89°30' EAST 223.0 FEET, TO THE POINT OF BEGINNING, 1.50 ACRES, MORE OR LESS, AND EXCEPT: BEGINNING AT A POINT BEING 1,455.00 FT. S-00°-00'00"-W AND 223.00 FT. S-88°-30'-00"-W OF THE NORTHEAST CORNER OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA, THENCE S-00°-00'00"-W, 121.00 FT., THENCE N-88°-30'-00"-E, 45.00 FT.; THENCE S-00°-00'-00"-W, 215.00 FT.; THENCE S-88°-30'-00"-W, 81.03 FT.; THENCE N-00°-00'-00"-E, 336.00 FT.; THENCE N-88°-30'-00"-E, 38.03 FT. TO THE POINT OF BEGINNING. ALL OF SAID PARCEL BEING LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST 1/4 (NE1/4) OF SECTION 25, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE 5TH P.M., POLK COUNTY, IOWA AND CONTAINING APPROXIMATELY 0.5000 ACRES. CONTAINING APPROXIMATELY 19.58 ACRES.

Summary of Section 178.08.4 - R-2 Bulk Regulations:

(A) Minimum Lot Area	7,500 sq. ft. 10,000 sq. ft. for two family dwellings Add 2,000 sq. ft. for each additional unit
(B) Minimum Floor Area	950 sq. ft., ranch style 1000 sq. ft., two story 875 sq. ft., split level style 850 sq. ft., split foyer style
(C) Lot Width	65 ft., single family 85 ft., two-family Add 20 ft. for every additional unit 75 ft. for corner lots
(D) Front Yard	30 ft. for dwellings 50 ft. for any permitted use other than dwellings
(E) Side Yard	15 ft. total side yard, 5 ft. minimum on each side, 1 and 1 ½ stories 15 ft. total side yard, 7 ft. minimum on each side, 2 and 3 stories 35 ft on each side, church or school 3 ft. accessory buildings 50 ft. for any permitted use other than dwellings
(F) Rear Yard	35 ft. for single family 3 ft. accessory buildings 50 ft. for any permitted use other than dwellings
(G) Maximum Height	35 ft. principal buildings 12 ft. accessory buildings
(H) Maximum Stories	3 stories for principal buildings 1 story for accessory buildings
(I) Accessory Buildings	1,000 sq. ft – Maximum Area for Accessory Garage 160 sq. ft. – Maximum Area for Yard Shed

Future Land Use Map





Excerpt from Rezoning Application



Obtaining approval of this Rezoning does not absolve the applicant from obtaining all other applicable permits, such as Building Permits, among others.

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Bondurant, and have submitted all the required information which is accurate, true and correct.

Signed by:  / President Viste, Ith Magyar **Date:** 1-2-20
Applicant)

(Note: No other signature may be substituted for the Property Owner's Signature)

Excer

and: _____ **Date:** _____
(Property Owner)

and: _____ **Date:** _____
(Contact Person)

Attachment B
Property Owners' Statement

(Must be owners of at least 50% of area to be rezoned and must be notarized)

To Whom It May Concern:

I/We, the undersigned, am/are the property owner(s) of

See attached legal description

in Bondurant, Iowa.

I/We declare that a zoning change from A-1 to R-2 is requested.

NAME	SIGNATURE	DATE SIGNED
<u>Sandra Miller</u>	<u>Sandra Miller</u>	<u>1-3-2020</u>

State of Iowa

County of Polk

Sworn to (or affirmed) and subscribed before me on this 3 day of January month of 2020, by Sandra Miller, who is personally known or produced _____ as identification.

(seal)



Patty Wright
Signature

Patty Wright
Printed Name of Notary



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

Item No. 6i
For Meeting of 1/21/2020

TITLE: Resolution setting public hearing for February 3rd, 2020 to hear public comment on a request to modify an existing Planned Unit Development (R-5) District designation.

ACTION: Resolution for vote on January 21st, 2020

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: The City is in receipt of a request by Quail Run LLC, owner/developer, to modify an existing area of land zoned as being within the City's Planned Unit Development (R-5) District. Please see the enclosed map showing this area requested for modification. This zoning modification request is to keep the Planned Unit Development (R-5) District designation, but to establish minimum lot size requirements to allow for single-family residential development to occur within the requested modification area. With this modification request, the single-family detached lots would be included as part of the covenants associated with the proposed rezoning/annexation area to the west instead of the existing Quail Run Plat 1 Final Plat area covenants.

This area of land was rezoned from Agricultural (A-1) to Planned Unit Development (R-5) in May 2018 as part of the original overall Quail Run rezoning request. At the time the rezoning was approved, there were no bulk regulations/uses identified for the current requested modification area. Section 178.06.5.D of the City's Zoning Code states that substantial modifications to an existing Planned Unit Development Master Plan shall be processed in the same manner as a rezoning. Enclosed is an updated Planned Unit Development Master Plan submitted by the developer as part of the zoning modification request. You'll see that Lots 17-37 fall within the current zoning modification area.

Being considered by the Council as part of this zoning modification staff report is the topic of setting a zoning modification public hearing only. The topic of preliminary plat approval will be considered by a separate resolution after the City's Planning and Zoning Commission has reviewed the preliminary plat.

ANALYSIS: When considering R-5 District zoning modification requests, the Planning and Zoning Commission and City Council should take into account the following: Comprehensive Plan, Requirements of the Planned Unit Development District, and Public Input.

Comprehensive Plan:

A comprehensive plan serves as a long-range plan for community improvement, development, and growth. Iowa Code recommends for communities to adopt comprehensive plans, and that these plans should "include information on the amount, type, intensity and density of existing land use, trends in the market price, and plans for future land use throughout the municipality" (Chapter 18B). Said plans serve as policy

guides, and are intended to be flexible and adaptive over time, setting forth the basic framework to guide activities and manage change.

The Future Land Use Map as part of the City's Comprehensive Plan guides for low-density residential reserve in this area requested for zoning modification. The zoning modification request appears to be consistent with the Future Land Use Map, so no update to the Future Land Use Map is proposed at this time.

In addition to the rezoning request being supported by the Future Land Use Map, below are some objectives pulled from the Comprehensive Plan which appear to also support the rezoning request:

Objective 4.1: *Maintain a diversity of single-family and multi-family housing that provides ample choices in housing style.*

Objective 4.23: *Guide new development to occur adjacent to other neighborhoods, rather than in a "leapfrog" pattern which can lead to the premature consumption of farmland.*

Requirements of the Planned Unit Development District (Section 178.06):

The enclosed Master Plan lists the proposed bulk regulations for this modification area. These bulk regulations meet minimum requirements of the City's Medium Density (R-2) District relative to single-family detached requirements.

Public Input:

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed zoning modification area notifying them of the request. A summary of public comments received will be included as part of the February 3rd zoning modification staff report.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION

The Planning and Zoning Commission will hold their zoning modification public hearing during their meeting on January 23rd, 2020. Information on P&Z's January 23rd review and recommendation will be included as part of the February 3rd staff report.

ALTERNATIVES: The following options exist for City Council:

1. Approve the resolution setting the required zoning modification public hearing for February 3rd, 2020;
2. Deny the resolution setting the required zoning modification public hearing for February 3rd, 2020;
3. Table pending additional comment/feedback.

STAFF RECOMMENDATION: Staff recommends approval of the resolution setting the R-5 District zoning modification public hearing February 3rd, 2020. Iowa Code requires a public hearing by Council prior to consideration of an R-5 District modification ordinance.

It should be noted that if the Planning and Zoning Commission were to table this zoning modification request during their January 23rd meeting, staff will remove the February 3rd, 2020 public hearing item from the February 3rd agenda, as Council's public hearing must come after a recommendation from the Planning and Zoning Commission.

☒ Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____

Funding Source N/A _____

APPROVED FOR SUBMITTAL _____


City Administrator

CITY OF BONDURANT
RESOLUTION NUMBER 200121-13

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED PLANNED UNIT DEVELOPMENT (R-5) DISTRICT
MODIFICATION OF PROPERTY

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 modify an existing Planned Unit Development (R-5) District designation on property in Bondurant, Iowa described as the following:

A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH 00°16'03" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 857.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°57'44" EAST, 166.42 FEET; THENCE SOUTH 47°05'22" EAST, 305.14 FEET; THENCE SOUTH 42°28'13" EAST, 285.39 FEET; THENCE SOUTH 54°46'09" EAST, 60.28 FEET; THENCE SOUTH 54°46'09" EAST, 91.47 FEET; THENCE SOUTH 72°47'59" EAST, 156.16 FEET; THENCE SOUTH 83°50'19" EAST, 121.91 FEET; THENCE SOUTH 73°00'36" EAST, 104.92 FEET; THENCE SOUTH 41°32'35" EAST, 54.56 FEET; THENCE SOUTH 24°20'38" EAST, 42.76 FEET; THENCE SOUTH 72°42'26" WEST, 1115.82 FEET; THENCE NORTH 00°16'03" EAST, 1143.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.96 ACRES (521, 057 S.F.).

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed R-5 District modification of said property. 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 21st day of January, 2020.

By: _____
Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

NOTICE OF PUBLIC HEARING

That the City Council of the City of Bondurant, Iowa, hereby proposes to modify an existing Planned Unit Development (R-5) District designation on property in Bondurant, Iowa described as the following:

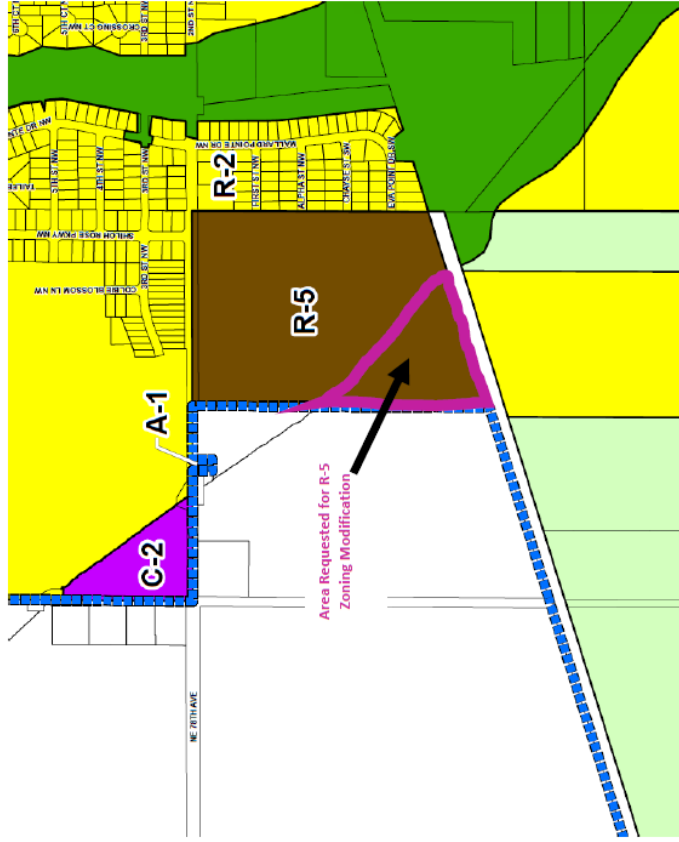
A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 80 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH 00°16'03" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 857.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°57'44" EAST, 166.42 FEET; THENCE SOUTH 47°05'22" EAST, 305.14 FEET; THENCE SOUTH 42°28'13" EAST, 285.39 FEET; THENCE SOUTH 54°46'09" EAST, 60.28 FEET; THENCE SOUTH 54°46'09" EAST, 91.47 FEET; THENCE SOUTH 72°47'59" EAST, 156.16 FEET; THENCE SOUTH 83°50'19" EAST, 121.91 FEET; THENCE SOUTH 73°00'36" EAST, 104.92 FEET; THENCE SOUTH 41°32'35" EAST, 54.56 FEET; THENCE SOUTH 24°20'38" EAST, 42.76 FEET; THENCE SOUTH 72°42'26" WEST, 1115.82 FEET; THENCE NORTH 00°16'03" EAST, 1143.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.96 ACRES (521, 057 S.F.).

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed R-5 District modification of said property.

CRAIG MARSHMAN,
INTERIM CITY CLERK

ZONING MAP **CITY OF BONDURANT, IOWA**

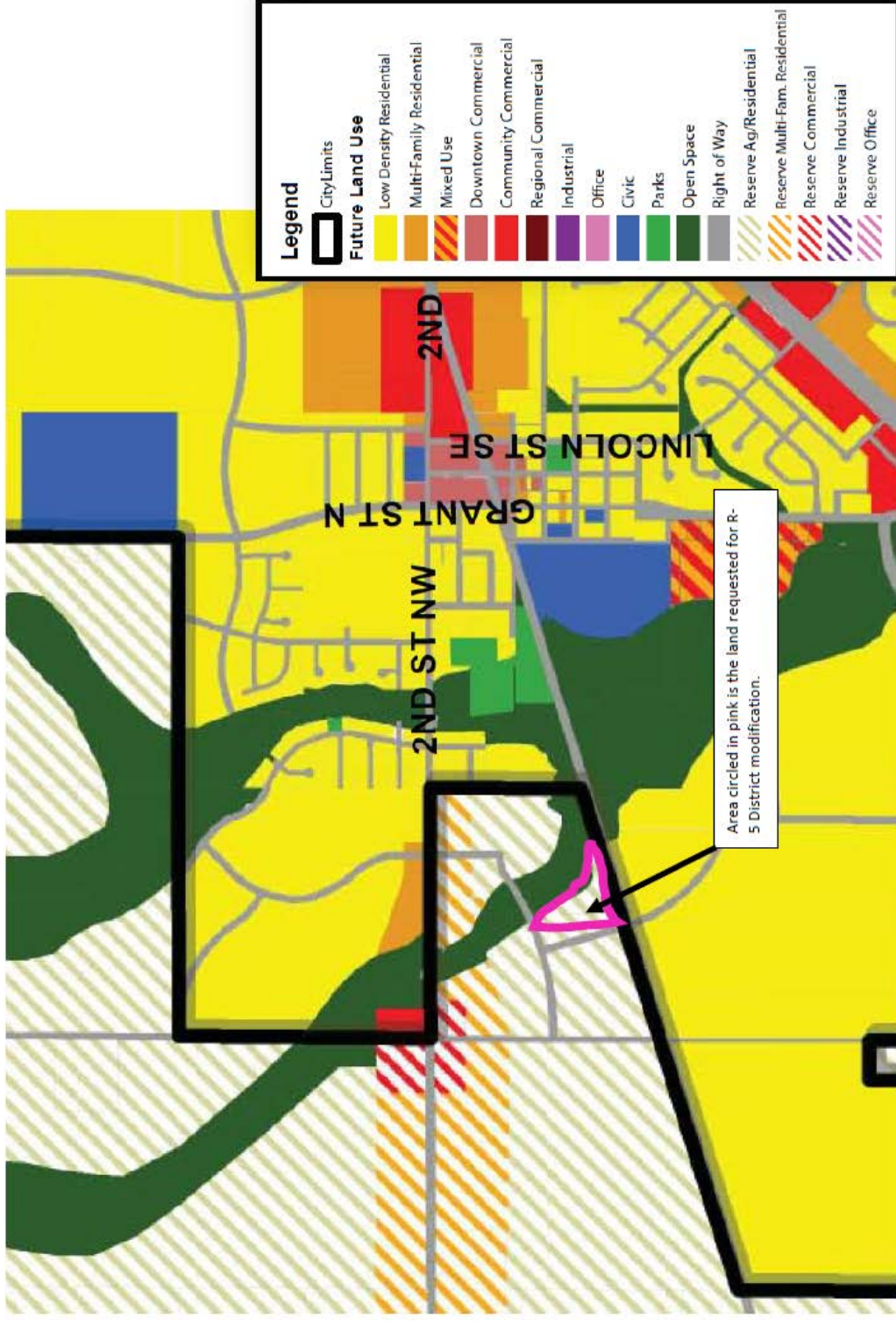


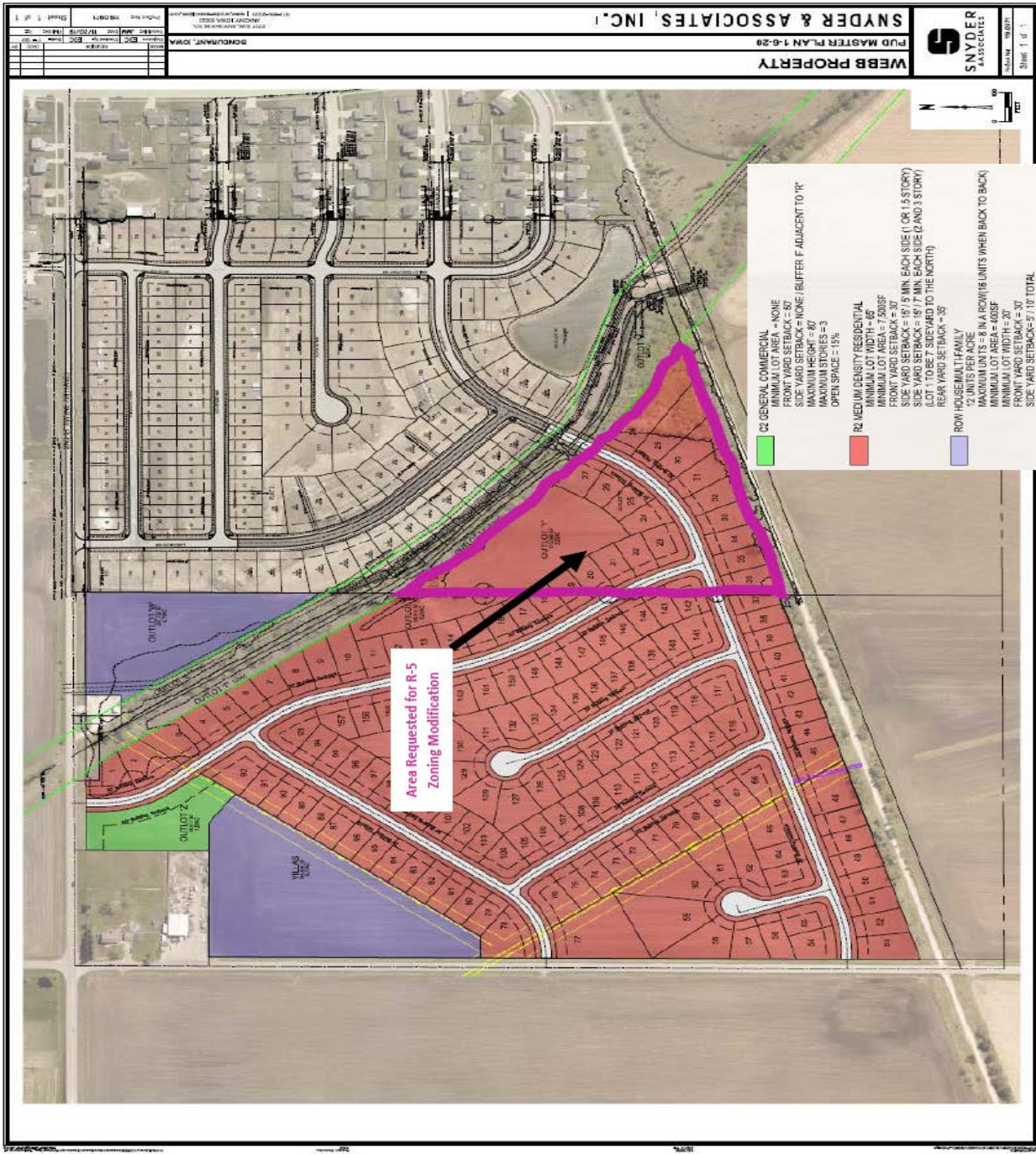
LEGEND

	CORPORATE LIMITS
	FUTURE STREETS
	ZONING CLASSIFICATIONS
	AGRICULTURAL DISTRICT
	SINGLE FAMILY RESIDENTIAL DISTRICT
	ONE- AND TWO-FAMILY RESIDENTIAL DISTRICT
	MULTI-FAMILY RESIDENTIAL DISTRICT
	MANUFACTURED HOUSING RESIDENTIAL DISTRICT
	PLANNED UNIT DEVELOPMENT DISTRICT
	TRANSITIONAL COMMERCIAL DISTRICT
	GENERAL COMMERCIAL DISTRICT
	CENTRAL BUSINESS DISTRICT
	LIMITED INDUSTRIAL DISTRICT
	MEDIUM INDUSTRIAL DISTRICT
	CONSERVANCY DISTRICT

ZONING MODIFICATION LEGAL DESCRIPTION: A PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 38, TOWNSHIP 80 NORTH, RANGE 23, WEST OF THE 5TH P.M., POLK COUNTY, IOWA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 1/2 OF THE NORTHWEST 1/4; THENCE SOUTH 00°18'03" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 887.12 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34°57'44" EAST, 186.42 FEET; THENCE SOUTH 47°09'22" EAST, 305.14 FEET; THENCE SOUTH 42°28'13" EAST, 285.39 FEET; THENCE SOUTH 54°48'09" EAST, 80.28 FEET; THENCE SOUTH 54°48'09" EAST, 91.47 FEET; THENCE SOUTH 72°47'59" EAST, 156.19 FEET; THENCE SOUTH 83°50'19" EAST, 121.91 FEET; THENCE SOUTH 73°00'38" EAST, 104.92 FEET; THENCE SOUTH 41°32'35" EAST, 54.56 FEET; THENCE SOUTH 24°20'38" EAST, 42.76 FEET; THENCE SOUTH 72°42'26" WEST, 1115.82 FEET; THENCE NORTH 00°18'03" EAST, 1143.61 FEET TO THE POINT OF BEGINNING AND CONTAINING 11.96 ACRES (621, 057 S.F.).

Future Land Use Map





- C1 GENERAL COMMERCIAL
 - MINIMUM LOT AREA = NONE
 - FRONT YARD SETBACK = 67
 - SIDE YARD SETBACK = NONE (BUFFER F ADJACENT TO 'R')
 - MAXIMUM HEIGHT = 80
 - MAXIMUM STORIES = 3
 - OPEN SPACE = 15%
- R2 MEDIUM DENSITY RESIDENTIAL
 - MINIMUM LOT AREA = 7,200 SF
 - MINIMUM LOT WIDTH = 65
 - FRONT YARD SETBACK = 30
 - SIDE YARD SETBACK = 15' / 5 MIN. EACH SIDE (1 OR 1.5 STORY)
 - SIDE YARD SETBACK = 15' / 7 MIN. EACH SIDE (2 AND 3 STORY)
 - LOT TO BE 7' SIDEYARD TO THE NORTH
 - REAR YARD SETBACK = 30
- ROW HOUSE MATH FAMILY
 - 12 UNITS PER ACRE
 - MAXIMUM UNITS = 8 IN A ROW (6 UNITS WHEN BACK TO BACK)
 - MINIMUM LOT AREA = 4,000 SF
 - MINIMUM LOT WIDTH = 30
 - FRONT YARD SETBACK = 30
 - SIDE YARD SETBACK = 5' / 11' TOTAL
 - REAR YARD SETBACK = 30
 - (OUTLOT 'W' TO BE 20' REAR YARD SETBACK)



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

Item No. 6j
For Meeting of 1/21/2020

TITLE: Resolution setting public hearing for February 3rd, 2020 to hear public comment on a rezoning request from the City's Agricultural (A-1) District to the Limited Industrial (M-1) District on the portion of land located within the I-80 Business Park that is part of Bondurant's city limits.

ACTION: Resolution for vote on January 21st, 2020

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: The City has received a rezoning application for an existing 4.67-acre parcel of land within Bondurant's city limits along Hubbell Road SW and NE 62nd Avenue, as shown in the enclosed maps. This rezoning application has been submitted by the owner, I-80 Business Park, LLC. This parcel is currently zoned as being within the City's Agricultural (A-1) District. The rezoning request is that the Official Zoning Map be changed from the Agricultural (A-1) District to the Limited Industrial (M-1) District for Parcel #7923-12-100-001 only. The purpose of this rezoning request is to allow for construction of a detention pond on the land requested for rezoning. This detention pond will serve the developable commercial and limited industrial lots of the I-80 Business Park Subdivision. The developable lots of the I-80 Business Park Subdivision are located within the Altoona's city limits just to the west of this land in Bondurant's city limits being requested for rezoning.

Being considered by the Council as part of this rezoning staff report is the topic of setting a rezoning public hearing for the 4.67-acre parcel only. Uses proposed within Altoona's city limits fall under the City of Altoona's zoning jurisdiction. Stormwater calculations for the proposed detention pond on land within Bondurant's city limits should be considered as part of the eventual resolution considering approval of the I-80 Industrial Park Preliminary Plat.

ANALYSIS: When considering rezoning requests, the Planning and Zoning Commission and City Council should take into account the following: Comprehensive Plan, Spot Zoning, and Public Input.

Comprehensive Plan:

A comprehensive plan serves as a long-range plan for community improvement, development, and growth. Iowa Code recommends for communities to adopt comprehensive plans, and that these plans should "include information on the amount, type, intensity and density of existing land use, trends in the market price, and plans for future land use throughout the municipality" (Chapter 18B). Said plans serve as policy guides, and are intended to be flexible and adaptive over time, setting forth the basic framework to guide activities and manage change.

Bondurant's Comprehensive Plan currently guides for a future use of industrial in the area requested for rezoning, so no update to the City's Future Land Use Map is proposed at this time.

Spot Zoning:

According the Iowa State University & Outreach's "Midwest Planning Bluz", to determine whether illegal spot zoning has occurred, the courts consider whether the rezoning takes into account the following:

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

It does not appear this proposed rezoning constitutes spot zoning. As the enclosed Zoning Map shows, the requested zoning district of Limited Industrial (M-1) also exists for a portion of land just north of NE 62nd Avenue (Oxbow Subdivision currently under construction) and also for a portion of land just east of Hubbell Road SW (existing Mid-Country Machinery site at 3509 Franklin Street SW). Further, as previously noted, the City's Comprehensive Plan supports this rezoning request, as the City's Future Land Use Map as part of the City's Comprehensive Plan guides for guides for industrial use in the area requested for rezoning from Agricultural (A-1) to Limited Industrial (M-1).

Public Input:

As required by the City's Zoning Ordinance, letters were sent to property owners within 200' of the proposed rezoning notifying them of the requested rezoning. On January 9th, 2020 the City Clerk received the enclosed petition signed by people against the rezoning request – some of these signatures are by residents of Bondurant, while others are signed by residents of unincorporated Polk County or Altoona. Enclosed is a map created by City staff showing the location of signatures obtained. This petition was signed by the following people:

1. Jerry & Mindla White, property owners at 6204 & 6206 NE 62nd Avenue (within Bondurant's city limits)
2. Mike Hall, property owner at 2907 Franklin Street SW (within Bondurant's city limits)
3. Rob & Jayce Hall, property owner at 2803 Franklin Street SW (within Bondurant's city limits)
4. Randy & Sarah Butler, property owners at 6208 NE 62nd Street (within Bondurant's city limits)
5. Matt Hall, resident at 6545 NE 64th Street (within Bondurant's city limits)
6. Ronald Stanley, property owner at 6590 NE 64th Street (unincorporated Polk County)
7. Dale & Marlys Larson, property owners at 6604 NE 64th Street (unincorporated Polk County)
8. Leo & Carol Engelbrecht, property owners at 6101 NE 62nd Street (within Altoona's city limits)
9. Renee Allen, property owner at 6131 NE 62nd Avenue (within Altoona's city limits)

As required by Section 414.5 of the Iowa Code, in case of a written protest against a change which is filed with the City Clerk and signed by the owners of 20% of more of the property which is located within 200' of the property for which the zoning change is proposed, the rezoning shall not become effective except by the favorable vote of at least $\frac{3}{4}$ of all of the members of the Council. There are three properties inside Bondurant's city limits that are within 200' of the requested rezoning. All three of these properties signed the petition against the rezoning.

PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION

The Planning and Zoning Commission held their rezoning public hearing during their meeting on January 9th, 2020. During this meeting, the Commission voted to table the rezoning request, subject to obtaining further

information from Bob Veenstra, City Engineer, during their upcoming meeting on January 23rd, 2020 regarding potential stormwater and intersection impacts.

ALTERNATIVES: The following options exist for City Council:

1. Approve the resolution setting the required rezoning public hearing for February 3rd, 2020;
2. Deny the resolution setting the required rezoning public hearing for February 3rd, 2020;
3. Table pending additional comment/feedback.

STAFF RECOMMENDATION: Staff recommends approval of the resolution setting the I-80 Business Park rezoning public hearing for February 3rd, 2020. Iowa Code requires a public hearing by Council prior to consideration of a rezoning ordinance.

It should be noted that if the Planning and Zoning Commission were to table this rezoning request again during their January 23rd meeting, staff will remove the February 3rd, 2020 public hearing item from the February 3rd agenda, as Council's public hearing must come after a recommendation from the Planning and Zoning Commission.

<input checked="checked" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify) _____
Funding Source <u>N/A</u>
APPROVED FOR SUBMITTAL _____ City Administrator

CITY OF BONDURANT
RESOLUTION NUMBER 200121-14

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED REZONING OF PROPERTY

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 change the zoning from Agricultural (A-1) to Limited Industrial (M-1) on property located in Bondurant, Iowa described as the following:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE NORTH 89°12'07" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 518.52 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUBBELL AVENUE; THENCE SOUTH 46°52'55" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 81.62 FEET; THENCE SOUTH 43°12'33" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, 761.39 FEET; THENCE NORTH 46°35'09" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, 77.56 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°02'35" WEST ALONG SAID WEST LINE, 550.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.67 ACRES (203,215 SQUARE FEET).

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed rezoning of said property. 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 21st day of January, 2020.

By: _____
Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

NOTICE OF PUBLIC HEARING

That the City Council of the City of Bondurant, Iowa, hereby proposes to change the zoning from Agricultural (A-1) to Limited Industrial (M-1) on property located in Bondurant, Iowa described as the following:

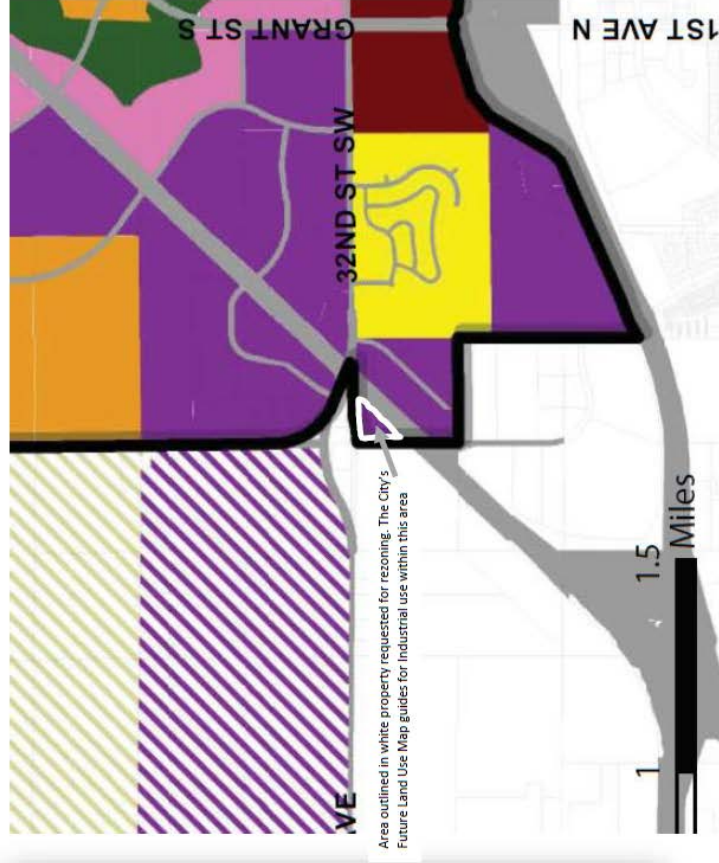
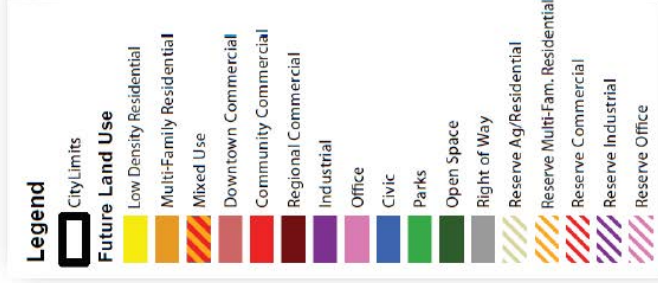
A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE NORTH 89°12'07" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 518.52 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HUBBELL AVENUE; THENCE SOUTH 46°52'55" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 81.62 FEET; THENCE SOUTH 43°12'33" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, 761.39 FEET; THENCE NORTH 46°35'09" WEST CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, 77.56 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°02'35" WEST ALONG SAID WEST LINE, 550.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.67 ACRES (203,215 SQUARE FEET).

A public hearing will be held on the 3rd day of February, 2020, AD, at 6:00 p.m. in the Bondurant Community Library at 104 2nd Street NE, Bondurant, Iowa at which time the Council will hear public comments on the proposed rezoning of said property.

CRAIG MARSHMAN,
INTERIM CITY CLERK

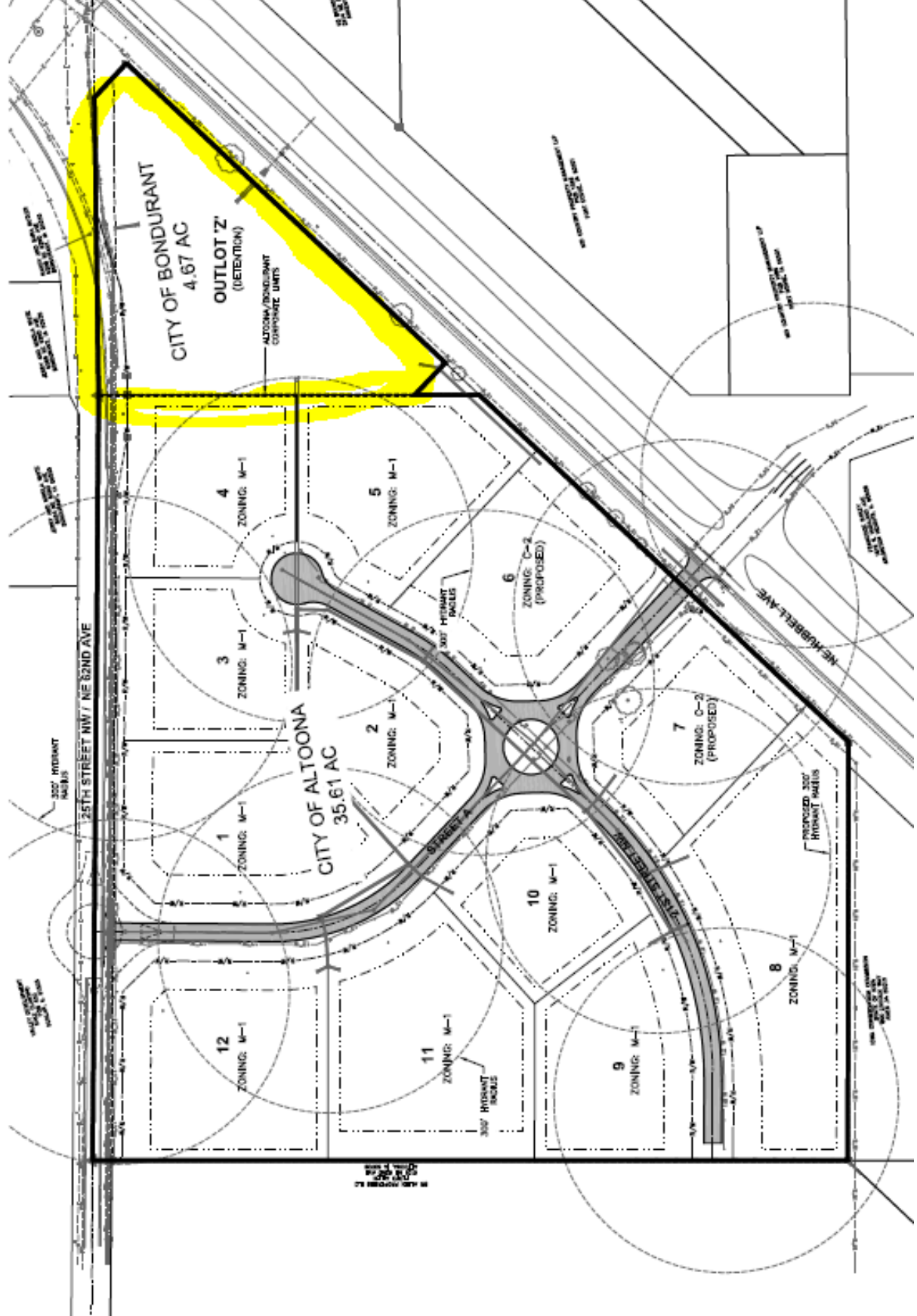
Future Land Use Map (Guides Rezoning)



Area Map



THE SUBINJECT CURVE OF THE INDICATOR OF
ADVENTURELAND AND PRAIRIE MEADOWS DRIVE.
ELEVATION=981.25



Excerpt



CIVIL DESIGN ADVANTAGE L.L.C.

ENGINEERS, LANDSCAPE ARCHITECTS,
PLANNERS & SURVEYORS

December 6, 2019

Honorable Mayor, City Council and Planning and Zoning Commission
c/o Marketa Oliver, City Administrator
City of Bondurant
200 2nd Street NE
Bondurant, Iowa 50035

RE: I-80 Business Park Rezoning

Honorable Mayor, City Council and Planning and Zoning Commission;

On behalf of I-80 Business Park LLC, we submit herewith this request to rezone approximately 4.7 acres from A-1: Agricultural District to M-1: Limited Industrial District that would allow for industrial construction. The property is a low-lying piece of ground within a larger tract of land being developed by the owners and will therefore be utilized as a regional detention pond. The comprehensive plan calls for this property to contain industrial uses which is in line with what is proposed for the surrounding properties.

Please accept this submittal for the next available Planning & Zoning Commission and City Council meeting. Let me know if you have any questions or require any further information to complete your review. Thanks.

Sincerely,

CIVIL DESIGN ADVANTAGE

Jared Murray, P.E.

cc: Jesse Rognes, Synergy Contracting LLC
Chris Dawson, Platinum Development Company

Enclosures

Excerpt from Rezoning Application

Attachment B
Property Owners' Statement


(Must be owners of at least 50% of area to be rezoned and must be notarized)

To Whom It May Concern:

I/We, the undersigned, am/are the property owner(s) of I-80 Business Park

in Bondurant, Iowa.

I/We declare that a zoning change from A-1: Agricultural District to
M-1: Limited Industrial District is requested.


NAME	SIGNATURE	DATE SIGNED
Jesse Rognes		12/4/19

State of Iowa
County of Polk

Sworn to (or affirmed) and subscribed before me on this 4 day of 2019, by
Jesse Rognes who is personally known or produced Drivers License as identification.

(seal)

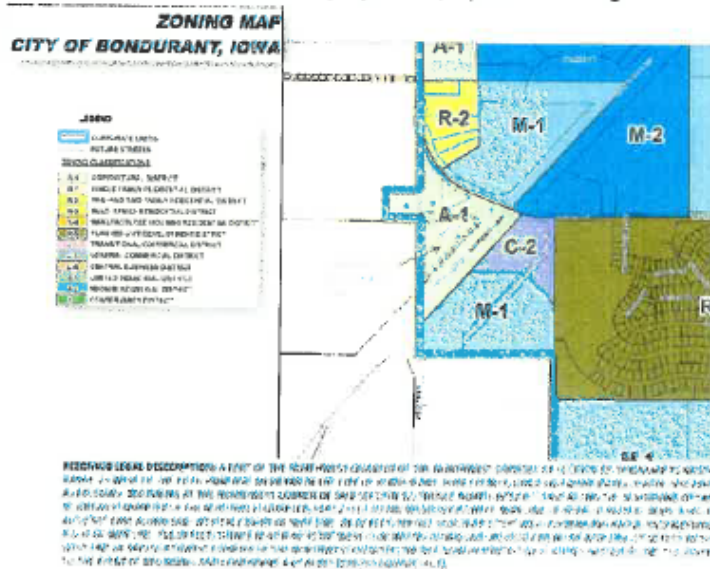



Signature
Paige Naber
Printed Name of Notary

Thursday, January 9th, 2020

Petition to the City of Bondurant (IA) Planning and Zoning Commission and its City Council to **REJECT** the re-zoning request submitted as a result of the I-80 Business Park Subdivision (located to the south of NE 62nd Avenue) to change zoning designation from Agricultural (A-1) to Limited Industrial (M-1). See below map showing parcel.

We, the undersigned residents and primary homeowners, living (domiciled) in the immediate vicinity (within 1/2 mile or less) of the parcel in question, vehemently oppose re-zoning this land from Agricultural (A-1) to Limited Industrial (M-1). As long-time residents within the city limits and/or school district of Bondurant, we pay property taxes to Bondurant to be served as residents. This proposed re-zoning would NOT serve us as the AFFECTED residents of Bondurant. There are NO BENEFITS to us, as residents of the city of Bondurant (or its school district), to re-zone this parcel. Rezoning it would do nothing to improve our families' quality of life; rather, re-zoning this parcel will be overwhelmingly be detrimental to our well-being. This re-zoning request, if approved, will further DEGRADE the quality of life within our residential community within area of Bondurant by increasing the excessive noise (e.g. Jake braking by commercial vehicles), create unwanted air / light pollution, traffic, development hazards, and other issues (e.g. lost electrical, internet, phone services, broken drainage tiles and/or degraded surface and sub-surface water drainage) caused by the development activities in the area. Keeping this parcel zoned for agricultural provide a "buffer" preventing undesirable developments adjacent to our residential properties. For these reasons (and many others), we request the City of Bondurant unanimously reject the proposed re-zoning.



(Signatures are shown on the back of this sheet.)

Thursday, January 9th, 2020

Name	Address	Phone #	Signature	Email address
JERRY E. WHITE	6206 NE 62ND AVE 6204 NE 62ND AVE	(515) 333-1134	Jerry E. White	WHITEJERRY@JONASDESIG.CO
Minda White	6206 NE 62ND AVE 6204 NE 62ND AVE	515 480-135	Minda White	Minda.White@net.net
Mike Hall	2517 Franklin St	515-6697622	Mike Hall	mhall@normanet.com
RONALD STANLEY	6590 NE 64TH	515 318-0476	Ronald Stanley	TA25TANLEY@GMAIL.COM
Pale Larsson	6604 NE 64TH	907 3883	Pale Larsson	marcd@msf.com
MARCO KARSON	"	"	"	"
Matt Hall	6545 NE 64TH	(515) 238-7853	Matt Hall	Matth54@AOL.COM
Carol Engelbracht	6101 NE 62ND	515-967-3854	Carol Engelbracht	caroleo1970@gmail.com
Leo Engelbracht	"	"	Leo Engelbracht	"
Rob Hall	2803 Franklin St	967-7113	Rob Hall	rhall124@aol.com
JAYCE HALL	"	"	Jayce A. Hall	"
Sara Butler	6208 NE 62ND AVE	515-371-4581	Sara Butler	Kenzic@2000@yahoo.com
Randy Butler	"	515-371-4580	Randy Butler	"
Genie Allen	6131 NE 62ND AVE Altoona	515-250-4778	Genie Allen	Fluid-Fluid@rocketmail.com

There are three properties inside Bondurant's city limits that are within 200' of the requested rezoning area. All three properties within 200' of the rezoning area signed the petition against the requested rezoning that was received by the City on 1/9/2020. Per Section 414.5 of the Iowa Code, since a petition against was received representing more than 20% of land within 200' of the rezoning boundary (inside city limits), the rezoning shall not become effective except by the favorable vote of at least ¾ vote of the City Council.



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

Item No. 6k
For Meeting of 1/21/2020

TITLE: Resolution setting public hearing for February 3rd, 2020 to hear public comment on Proposed Property Tax Levy

ACTION: Resolution setting date of Max Levy hearing for February 3, 2020

CONTACT PERSON: Marketa Oliver, City Administrator

BRIEF HISTORY: The attached resolution sets a public hearing for the City's Maximum Levy Rate. The rate notice prescribed by the State is a little confusing referencing this as a hearing on the proposed property tax levy. This hearing is really on the maximum amount of revenue the City can collect from certain tax levies. For the City of Bondurant, the maximum amount of revenue that could potentially be collected is \$2,783,585, or 15.01% more than the prior fiscal year. Please note that this does not mean an increase to individual homeowners' property taxes. Given that the City is anticipating lowering its levy rate again for the 14th year in a row, the increase in revenue is generated by new construction. (The hearing on the full budget and final proposed levy rate will be held in March.)

This past assessment cycle, many property owners experienced an increase in their assessment, which does not necessarily equal an increase in taxes. Property taxes are calculated by first taking the assessed value of the property and applying the rollback to determine the taxable value. (The rollback for the upcoming year is 55.0745%, or 1.8425% less than last year's 56.9180%, meaning that the percentage of home value being taxed is lower than last year.) Once the taxable value is established, the levy rate is applied to determine the property tax amount, before any credits (homestead, military, etc.) are deducted. Following is an example. The example is for a house that was value at \$200,000 last year (the approximate median value). If that property experienced an assessment increase that was the average for Polk County, the assessment would have gone up to \$220,000. However, the City Property Tax Levy Rate is going down (due to the passage of the Local Option Sales and Service Tax) and is projected to be \$11.78948. As you can see, even though the property's assessed value has increased, property taxes actually paid are projected to decrease. (Please note this is the City levy only.)

Fiscal Year	19/20	20/21
Assessed Value (as of January)	\$200,000	\$220,000
Rollback Percentage	56.918	55.0743
Taxable Value	\$113,836.00	\$121,163.46
Tax Rate per \$1000	\$13.73948	\$11.78948
Calculated Tax	\$1,564.05	\$1,428.45

The Max Levy publication can be confusing for people and things might be cleared up for people when the Property Tax Levy Rate and Budget Hearing is published. The City is currently prohibited from publishing the notices at the same time, but perhaps in the future, we could ask for some refinements from the State Legislature. Given that this is the first year of the new requirement, it is a learning process for the State, as well as the cities throughout the State.

<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other (Specify) _____
Funding Source <u>N/A</u>
<div style="display: flex; align-items: center; justify-content: center;"><div style="border-bottom: 1px solid black; width: 200px; margin-right: 10px;"></div><div style="text-align: center;"> _____ City Administrator</div></div>

CITY OF BONDURANT
RESOLUTION NUMBER 200121-15

RESOLUTION AFFIXING A DATE FOR A PUBLIC HEARING ON THE PROPOSED PROPERTY TAX LEVY

WHEREAS, the City Council of the City of Bondurant, Iowa, hereby proposes to collect certain revenues from property tax levies as allowed by law; and

WHEREASE, the valuation for the City of Bondurant has grown significantly, leading to an increase in the revenues collected, necessary to support the maintenance, operations, and capital projects of a growing community; and

WHEREAS, the City Council for the City of Bondurant anticipates lowering the property tax levy rate for the 14th year in a row for Fiscal Year 20/21.

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

That the City Council of the City of Bondurant, Iowa, hereby sets the date of a public hearing on the proposed Fiscal Year City Property Tax Levy for Monday, February 3, 2020 at 6:00 p.m. at the Bondurant Library, 104 2nd Street NE, Bondurant, Iowa 50035.

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

That the City Council encourages any resident or taxpayer to participate in the hearing and learn about the City's budget and budgeting process.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 21st day of January, 2020.

By: _____
Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

CITY NAME Bondurant	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY CODE 77-715
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/3/2020	Meeting Time: 6:00 p.m.	Meeting Location: Bondurant Library, 104 2nd Street NE, Bondurant, IA 50035
----------------------------------	-----------------------------------	---

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): www.cityofbondurant.com		City Telephone Number: 515.967.2418		
Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation	1 227,044,793	255,627,773	255,627,773	
Tax Levies:				
Regular General	2 \$1,839,063	\$1,839,063	\$2,070,585	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$0	\$0		
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$57,000	\$57,000	\$60,000	
Support of Local Emer. Mgmt. Commission	9 \$2,747	\$2,747	\$3,000	
Emergency	10 \$0	\$0		
Police & Fire Retirement	11 \$0	\$0		
FICA & IPERS	12 \$253,515	\$253,515	\$325,000	
Other Employee Benefits	13 \$267,939	\$267,939	\$325,000	
*Total 384.15A Maximum Tax Levy	14 \$2,420,264	\$2,420,264	\$2,783,585	15.01%
Calculated 384.15A Maximum Tax Rate	15 \$10.65985	\$9.46792	\$10.88921	

Explanation of significant increases in the budget:

Increase in revenues stems primarily from valuation increases. City anticipates lowering debt service. This levy does not represent the City's entire levy as several levies are exempted from this notification (including debt service).

If applicable, the above notice also available online at:

www.cityofbondurant.com

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

CITY OF BONDURANT
RESOLUTION NUMBER 200121-16

RESOLUTION APPROVING THE REAPPOINTMENT OF JAKE NILLES TO REPRESENT THE CITY OF
BONDURANT ON THE POLK COUNTY AVIATION AUTHORITY BOARD

WHEREAS, the Polk County Aviation Authority (PCAA) is the owner and operator of the Ankeny Regional Airport; AND

WHEREAS, the Governing Board Members set policy, direct operations and appraise the airport's performance; AND

WHEREAS, the board is composed of seven representatives appointed by the local government partners that form the PCAA: Polk County (3 members), Altoona (1 member), Ankeny (2 members), Bondurant (1 member), AND

WHEREAS, the term is from January 1, 2020 through December 31st, 2022; and

WHEREAS, Jake Nilles has indicated interest in representing the City of Bondurant,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the appointment of Jake Nilles, is hereby approved as presented.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 21st day of January, 2020.

By: _____
Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				



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

Item No. 6m
For Meeting of 1/21/2020

TITLE: Resolution approving Parcel 2019-186 Plat of Survey

ACTION: Resolution for vote on January 21st, 2020

CONTACT PERSON: Maggie Murray, Planning & Community Development Director

BRIEF HISTORY: For review by the City Council is approval of a Plat of Survey that will create a parcel of land as a result of vacated Highway 65/Hubbell Avenue right-of-way in the area as shown on the enclosed maps. As the enclosed Plat of Survey shows, this newly-created parcel is 3,186 SF and is adjacent to Parcel #231/00001-017-009. This land is situated within Bondurant's city limits. Altoona's city limits are adjacent to the west. Parcels on both sides of this parcel being created are owned by I-80 Business Park, LLC. Once this parcel is officially created by recording the Plat of Survey, it is anticipated that I-80 Business Park, LLC will obtain ownership of this vacated right-of-way area.

Prior to being able to record this Plat of Survey, the Polk County Recorder's Office will look to see that this Survey has Bondurant City Council approval.

For review by Council as part of this resolution is approval of the 2019-186 Plat of Survey parcel only. Approval of the I-80 Business Park Preliminary Plat and consideration of the rezoning request from Agricultural (A-1) to Limited Industrial (M-1) for Parcel #231/00001-017-009 will be considered as part of separate staff reports on February 3rd, 2020.

ANALYSIS:

Zoning:

Road right-of-way is not zoned – as such, is 3,186 SF area of land does not currently have a zoning designation. This 3,186 SF parcel being created does not meet minimum lot size requirements of Section 178 of the Zoning Code for any potential zoning district designations – because of this, this parcel will need to be combined with the adjacent parcel at Parcel #231/00001-017-009 to ensure that minimum lot size requirements of the Zoning Code are met. Once this parcel is combined, there is a section of the Zoning Code that allows the Planning and Zoning Commission (and City Council) the authority to extend the adjacent zoning district to this new area of the parcel (Section 175.04.8). Parcel #231/00001-017-009 is currently zoned as being within the City's Agricultural (A-1) District, but is in the process of being considered for rezoning to the Limited Industrial (M-1) District; a public hearing will be held on February 3rd to consider the Parcel #231/00001-017-009 rezoning request. If Parcel #231/00001-017-009 is ultimately rezoned by Council, then the Commission and Council could consider extension of this rezoning area to this new 3,186 SF parcel. If #231/00001-017-009 is not rezoned, then the zoning designation for this 3,186 SF parcel would become Agricultural (A-1).


PLANNING AND ZONING COMMISSION REVIEW/RECOMMENDATION

The Planning and Zoning Commission reviewed and recommended Plat of Survey approval, subject to the following code clarification items:

- 1.) That as required per Section 180.05.4.I of the City's Subdivision Code, an association shall be created for any development with privately owned utilities/open space which is utilized by more than one owner. Documentation of association ownership/maintenance of Outlot Z is to be submitted to the City for review/approval prior to eventual I-80 Business Park Final Plat approval.
- 2.) Once I-80 Business Park LLC has obtained ownership of this Plat of Survey area, said owners will combine this parcel with their existing parcel to the east at Parcel #231/00001-017-009 so as to ensure minimum lot size requirements of Section 178 of the Zoning Code are satisfied.
- 3.) That as allowed per Section 175.04.8 of the City's Zoning Code, once this Plat of Survey parcel is combined with Parcel #231/00001-017-009, the zoning designation of Parcel #231/00001-017-009 will be extended to this Plat of Survey parcel (reasoning – right-of-way is not zoned).

ALTERNATIVES: The following options exist for City Council:

1. Approve the resolution approving the Plat of Survey;
2. Deny the resolution approving the Plat of Survey;
3. Table pending additional comment/feedback.

<div style="margin-bottom: 10px;"><input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify) _____</div> <div style="margin-bottom: 10px;">Funding Source <u>N/A</u> _____</div> <div style="display: flex; justify-content: space-between; align-items: center;"><div>APPROVED FOR SUBMITTAL _____</div><div style="text-align: center;"> _____ City Administrator</div></div>

STAFF RECOMMENDATION: Staff and the Planning and Zoning Commission recommend the same approval as recommended by the Planning and Zoning Commission.

CITY OF BONDURANT
RESOLUTION NUMBER 200121-17

RESOLUTION APPROVING THE PARCEL 2019-186 PLAT OF SURVEY IN BONDURANT, POLK COUNTY, IOWA, FURTHER DESCRIBED HEREWITH.

WHEREAS, Civil Design Advantage submitted the Plat of Survey creating Parcel 2019-186 for land located within Bondurant's city limits and legally described as follows:

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 00°02'35" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 550.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°35'09" EAST, 77.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 65; THENCE SOUTH 43°12'33" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 82.16 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°02'35" WEST ALONG SAID LINE, 113.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,186 FEET).

WHEREAS, the Plat of Survey will create a parcel of private property as a result Iowa Department of Transportation right-of-way proposed for vacation; AND

WHEREAS, the adjacent property owner on both sides of this land described as part of the Plat of Survey is I-80 Business Park LLC; AND

WHEREAS, the Planning and Zoning Commission reviewed this Plat of Survey request during their January 9th, 2020 meeting and recommended approval, subject the following Zoning and Subdivision Code clarification items:

- 1.) That as required per Section 180.05.4.I of the City's Subdivision Code, an association shall be created for any development with privately owned utilities/open space which is utilized by more than one owner. Documentation of association ownership/maintenance of Outlot Z is to be submitted to the City for review/approval prior to eventual I-80 Business Park Final Plat approval.
- 2.) Once I-80 Business Park LLC has obtained ownership of this Plat of Survey area, said owners will combine this parcel with their existing parcel to the east at Parcel #231/00001-017-009 so as to ensure minimum lot size requirements of Section 178 of the Zoning Code are satisfied.
- 3.) That as allowed per Section 175.04.8 of the City's Zoning Code, once this Plat of Survey parcel is combined with Parcel #231/00001-017-009, the zoning designation of Parcel #231/00001-017-009 will be extended to this Plat of Survey parcel (reasoning – right-of-way is not zoned).

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA: That the Parcel 2019-186 Plat of Survey in the City of Bondurant, Polk County, Iowa is hereby approved as recommended by the Planning and Zoning Commission.

Passed and approved by the City Council of the City of Bondurant, Iowa, this 21st day of January, 2020.

By: _____
Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				



INDEX LEGEND

LOCATION: SEC 12-79-23, NW1/4 NW1/4

REQUESTOR: I-80 BUSINESS PARK LLC

PROPRIETOR: IOWA DEPARTMENT OF TRANSPORTATION
DISTRICT 1, FIELD STAFF
2300 SE 17TH ST
GRIMES, IA 50111-6612

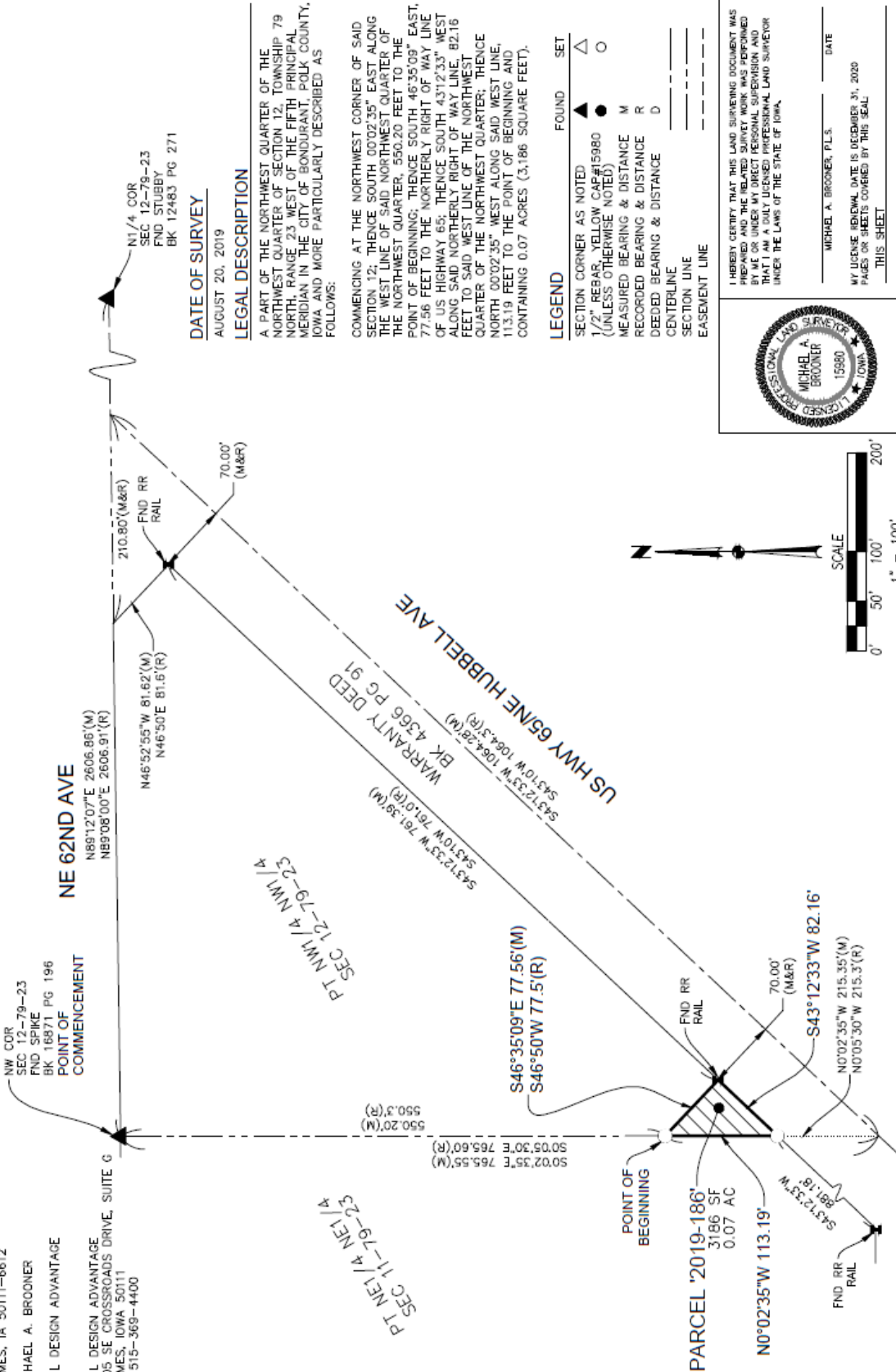
SURVEYOR: MICHAEL A. BROOKER

COMPANY: CIVIL DESIGN ADVANTAGE

PREPARED BY: CIVIL DESIGN ADVANTAGE

& RETURN TO: GRIMES, IOWA 50111
PH: 515-369-4400

PLAT OF SURVEY



LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 79 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF BONDURANT, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 12; THENCE SOUTH 00°02'35" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER, 550.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46°35'09" EAST, 77.56 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF US HIGHWAY 65; THENCE SOUTH 43°12'33" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 82.16 FEET TO SAID WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE NORTH 00°02'35" WEST ALONG SAID WEST LINE, 113.19 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.07 ACRES (3,186 SQUARE FEET).

DATE OF SURVEY: AUGUST 20, 2019

SECTION CORNER AS NOTED

1/2" BEARING YELLOW CAP#15980 (UNLESS OTHERWISE NOTED)

MEASURED BEARING & DISTANCE M

RECORDED BEARING & DISTANCE R

DEEDED BEARING & DISTANCE D

CENTERLINE

SECTION LINE

EASEMENT LINE

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A duly licensed PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MICHAEL A. BROOKER, P.L.S.

DATE

MY LICENSE EXPIRATION DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL

THIS SHEET

1903.232

1/1

DATE

MY LICENSE EXPIRATION DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL

THIS SHEET

1903.232

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DATE

MY LICENSE EXPIRATION DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL

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1903.232

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DATE

MY LICENSE EXPIRATION DATE IS DECEMBER 31, 2020

PAGES OR SHEETS COVERED BY THIS SEAL

THIS SHEET



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

Item No. 6n
For Meeting of 12/30/2019

ITEM TITLE: Resolution approving the Bondurant Little League Lease

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION: The attached resolution approves an updated lease with the Little League for use of the baseball/softball fields at the Bondurant Recreational Sports Complex, including Field Zero at Lake Petocka.

<input checked="checked" type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract	<input type="checkbox"/> Other (Specify) _____
Funding Source <u>NA</u>			
APPROVED FOR SUBMITTAL _____ City Administrator			

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200121-18

RESOLUTION APPROVING THE BONDURANT LITTLE LEAGUE LEASE

WHEREAS, the purpose of the agreement is to establish terms and conditions by which the City of Bondurant will make available facilities for use by the Little League for the Little League Baseball program; AND

WHEREAS, the City will make the ball fields at the Bondurant Recreational Sports Complex (BRSC) and facilities available under this agreement; AND

WHEREAS, the effective date of this Agreement shall be a three (3) year period (November 1, 2019 through October 31, 2022); AND

WHEREAS, the Little League shall lease the premises at the cost of \$1.00 per year; AND

WHEREAS, the terms of this agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent agreement periods, or for such other purposes as shall become necessary during the conduct of the agreement period; AND

WHEREAS, this Agreement may be terminated by either party for cause upon twenty (20) days' notice, or by the City for convenience, upon one hundred twenty (120) days written notice from the terminating party to other party; AND

WHEREAS, this Agreement shall not be assigned, transferred or otherwise encumbered by the Little League without the prior written consent of the City; AND

WHEREAS, the Little League shall at all times hereafter, indemnify, hold harmless, and defend the City, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of the Little League, its agents, or employees in the performance of services under this Agreement; AND

WHEREAS, the Little League shall provide, pay for, and maintain in force at all times during the term of this agreement, such insurance as required for Comprehensive General Liability Insurance; AND

WHEREAS, the invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Bondurant Little League Lease, is hereby approved as presented.

Passed and adopted this 21st day of January, 2020,

Curt Sullivan, 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				
Elrod				
Enos				
McKenzie				
Peffer				

**AGREEMENT between CITY OF BONDURANT and BONDURANT
LITTLE LEAGUE for Use of the City Ball Fields and Facilities**

This Agreement made and entered into this ____ day of _____, ____ between the CITY OF BONDURANT, IOWA, a municipal corporation of the State of Iowa (hereinafter the "CITY"), through its City Council;

AND

THE BONDURANT LITTLE LEAGUE (hereinafter "LEAGUE").

WHEREAS, the CITY acknowledges LEAGUE as a baseball program, softball program, and Tot t-ball program; and

WHEREAS, the CITY wishes to enter into an agreement with LEAGUE for the use of CITY facilities for programming;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and LEAGUE agree as follows:

ARTICLE 1 PURPOSE

The purpose of the agreement is to establish terms and conditions by which the CITY will make available facilities for use by LEAGUE for programming for participants 4-12 years of age, at CITY facilities in accordance with the terms outlines herein. The LEAGUE shall be responsible for all aspects of the LEAGUE without recourse to the CITY. The CITY will make the following ball fields and facilities available under this agreement:

--Bondurant Recreation Sports Complex ("BRSC") and Field Zero located at Lake Petocka.

ARTICLE II TERM & RATE

The effective date of this Agreement shall be when the last party executes and dates same. The term of this Agreement shall be for a three (3) year period with an automatic three (3) year renewal, unless one party gives notice at least 90 days in advance that they object to renewal; November 1, 2019 through October 31, 2022, with the renewal dates of November 1, 2022 through October 31, 2025. This Agreement shall be discussed by the parties. The LEAGUE shall lease the premises at the cost of \$1.00 per year, with said amount to be paid to the CITY prior to the commencement of November 1 each year, as long as this lease is in force.

ARTICLE III LEAGUE RESPONSIBILITIES

LEAGUE shall be responsible for all aspects related to the organization, management, coordination and operation of the Bondurant Little League baseball program, the softball program, and the Tot t-ball program as specified herein:

1. Use premises in a careful and proper manner.
2. Use premises only for lawful purposes and will conform to and obey all present and future laws, ordinances, all rules and regulations of governmental authorities or agencies respecting the use and occupation of the premises.
3. No alcohol, tobacco or other drugs are allowed.

4. Not assign the lease or sublease the premises without the written consent of the CITY.
5. LEAGUE will make no major alterations or capital improvements without prior written permission from the CITY. Approval of any such Improvements or alterations must be granted or rejected within 30 days of receiving written notice from LEAGUE or the work may proceed as if such approval was received. Approval of such work will not be unreasonably withheld. LEAGUE shall obtain all required permits for any improvements or alterations. Any such improvements shall be the sole responsibility of LEAGUE including paying for materials and labor. All improvements permanently attached to the land will become the property of the CITY at the end of this or any subsequent lease.
6. Permit the CITY to enter said premises at any time to examine the condition of said premises.
7. Conduct ordinary day to day maintenance and repair necessary to keep both the interior and exterior of the premises in a good state of repair and acceptable condition including but not limited to maintenance of all ball fields and structures located on the premises, mowing (inside the specific infield/outfield areas of each field and area north of the parking lot at the BRSC complex), weed control, fertilization, lining of fields, maintaining tile, cleaning permanent restrooms, cleaning up trash, etc. Furthermore, LEAGUE shall also be responsible for adhering to all obligations created under this paragraph in their operational capacity over Field 0 (Lake Petocka), including that LEAGUE shall be responsible for mowing Field 0.
8. Maintain a tax-exempt status.
9. Not discriminate against any person on the basis of race, creed, gender, or religion.
10. Leave premises in as good condition as received except for reasonable wear and tear.
11. Have the authority to close the fields to everyone when LEAGUE deems it necessary to preserve the good condition of the fields. Examples would include when the fields are too soft due to rain or snow melt.
12. LEAGUE will have authority to ban and enforce ban of adults or youth who damage fields or fail to conform to the reasonable conduct policies of LEAGUE.
13. LEAGUE shall respond to and correct any deficiencies in performance of the services as identified by the CITY. Deficiencies shall be corrected within the time limits agreed upon with CITY based on the complexity of the corrective action.
14. LEAGUE shall be responsible for upkeep and responsible for any damage to any equipment loaned to LEAGUE by CITY. LEAGUE shall furthermore be responsible for replacing any equipment they are utilizing pursuant to this lease. If any of said equipment reaches a condition where it cannot be utilized effectively for the purpose it was manufactured. Furthermore, LEAGUE does not have to purchase new equipment to replace any of the currently leased equipment, but must purchase equipment that, at a minimum, is in a similar condition to the state of said equipment at the commencement of this Lease. Equipment shall be kept indoors during summer when not in use. LEAGUE shall allow CITY the use of CITY'S equipment that LEAGUE is using as part of this lease at CITY'S request, only in the event that equipment is not being utilized by LEAGUE at the time.
15. LEAGUE understands and agrees that in scheduling LEAGUE games or tournaments, they shall make reasonable efforts to give teams from Bondurant first preference when possible. LEAGUE also agrees to give Bondurant based organizations an early registration date for Field 0 rental prior to

registration for Field 0 being opened up to the general public.

16. LEAGUE shall be wholly responsible for all concessions, concessions equipment, labor, the receipt of revenues and the payment of expenses. LEAGUE shall also be responsible for all licenses required for concession operation, and for maintaining all health standards required by law to operate. LEAGUE shall have full autonomy in their operations of concessions at the park.

ARTICLE IV - CITY RESPONSIBILITIES

1. Monitor LEAGUE performance and compliance with the terms of the Agreement.
2. CITY shall be responsible for paying utilities and for repair and maintenance of underground utilities located on the premises.
3. Any repairs and maintenance needed to be made in parking lot.
4. CITY shall be responsible for winterizing plumbing fixture and posting a freeze notice to be posted after winterizing.
5. CITY shall be responsible for winterizing plumbing fixtures and posting a freeze notice to be posted after winterizing.
6. CITY shall provide, as part of this lease, the LEAGUE with the use of one mower and any existing equipment currently used by or at BRSC. This shall include: John Deere utility tractor and attachments; bunker rake(s); zero turn mower; weed eaters; push mower; hand tools and chalkers.
7. CITY shall provide training for Little LEAGUE employees or volunteers regarding safety room equipment.

ARTICLE V MODIFICATION OF AGREEMENT TERMS

The terms of this agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent agreement periods, or for such other purposes as shall become necessary during the conduct of the agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement.

ARTICLE VI MISCELLANEOUS

6.1 TERMINATION

This Agreement may be terminated by either party for cause upon twenty (20) days' notice, or by CITY for convenience, upon one hundred twenty (120) days written notice from the terminating party to other party. In the event that LEAGUE abandons this Agreement or causes it to be terminated by CITY, LEAGUE shall indemnify CITY against any loss pertaining to this termination. In any event, LEAGUE or CITY shall not have the right to terminate this Agreement and have termination effective during the season, except for if breaching party commits an illegal act or if the LEAGUE abandons all obligations under this Agreement for a period of ten (10) or more days during the season.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. LEAGUE'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to LEAGUE of a written notice of such breach or default; and/or
2. LEAGUE'S abandonment of the work and its obligations under this Agreement for period of ten (10) days or more during the course of a season. Such days need to be consecutive and LEAGUE shall have opportunity to show that they have not abandoned their obligations if they receive such a notice from CITY under this provision;
3. Any material misrepresentation, written or oral, made by the LEAGUE to the CITY;
4. Failure by the LEAGUE to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement;
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the LEAGUE;
6. Failure by the LEAGUE to restore CITY property and baseball fields to their original condition after use.

All CITY facilities, equipment, materials, and supplies provided to LEAGUE during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

6.2 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by LEAGUE, under any circumstances, without the prior written consent of CITY.

6.3 INDEMNIFICATION OF CITY

LEAGUE shall at all times hereafter, indemnify, hold harmless, and defend CITY, its agents, and employees from and against any claim, demand, or cause of action of any kind or nature arising out of error, omission or negligent act of LEAGUE, its agents, or employees in the performance of services under this Agreement.

LEAGUE further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of LEAGUE resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

LEAGUE acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by LEAGUE, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth under Iowa law.

6.4 INSURANCE

Notwithstanding the indemnification and defense obligations of the LEAGUE, LEAGUE shall purchase and maintain such insurance described in this provision and Provision 6.4.1 below and will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from LEAGUES's activities under the terms of this Agreement, whether it is to be performed or furnished by LEAGUE or anyone directly or indirectly employed or directed by LEAGUE to perform or furnish any of the activities under the Agreement.

LEAGUE shall provide, pay for, and maintain in force at all times during the term of this agreement, such insurance as required for Comprehensive General Liability Insurance.

Such policy or policies shall be issued by an A rated (or better) property and casualty insurance company that is authorized to do business in the State of Iowa, and having agents upon whom service of process may be made in the State of Iowa. LEAGUE shall specifically protect CITY by naming the CITY OF BONDURANT, as an additional insured under the insurance policies hereinafter described.

6.4.1 Comprehensive General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and \$1,000,000 for General Aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Broad Form Property Damage for the premises and to cover CITY's commercial property, except that property damage coverage shall not need to be acquired for the specific equipment referenced in Article IV, Paragraph 7
- Broad Form Contractual Coverage applicable to this specific Agreement.

The CITY OF BONDURANT is to be named as additional insured with LEAGUE to liability arising out of operations performed for CITY, by or on behalf of LEAGUE, or acts or omissions of LEAGUE in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days' notice of cancellation and/or restriction.

LEAGUE shall provide to CITY, prior to the effective date of this Agreement, a Certificate of Insurance or a copy of all insurance policies required by this Section 6.4, including any subsection there under. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

6.5 LAWS AND REGULATIONS

It is further understood by the parties that LEAGUE will, in carrying out the duties and responsibilities under this Agreement, abide by all federal, state, and local laws.

6.6 CONTRACT COORDINATOR

The CITY'S LEAGUE Coordinator during the performance of services pursuant to this Agreement shall be the City Administrator, telephone number, (515) 967-2418.

6.7 GOVERNING LAW AND VENUE

This agreement shall be governed by the laws of the State of Iowa. Any and all legal action necessary to enforce the Agreement will be held in Polk County, and the Agreement will be interpreted according to the laws of Iowa. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other of further exercise thereof.

6.8 AUTHORITY TO ENGAGE IN BUSINESS

LEAGUE hereby represents and warrants that it has and will continue to maintain its approvals required to conduct business as a tax-exempt entity, and that it will at all times conduct its business activities in a reputable manner. Proof of such approvals shall be submitted to the CITY'S representative upon request.

6.9 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

6.10 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF BONDURANT:

City Administrator for the City of Bondurant
200 2nd Street NE, Bondurant, IA 50035

FOR LEAGUE:

Mike McKinney, President of Bondurant Little; 413 Eva Point Dr. SW, Bondurant, IA 50035

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this day of _____,
_____.

_____, Shelby Hagan, City Clerk

CITY OF BONDURANT

A Municipal Corporation of the State of Iowa.

_____, Curt Sullivan, Mayor

BONDURANT LITTLE LEAGUE

By: _____, Mike McKinney, President Bondurant Little LEAGUE



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

Item No. 60
For Meeting of 1/21/2020

ITEM TITLE: Resolution accepting a perpetual and temporary construction easement and authorizing payment for said easement for the 2nd St Culvert Project

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION: The attached resolution is related to the acquisition of rights-of-way and easements that are necessary for the public infrastructure improvements related to the 2nd St Culvert Project. The resolution authorizes the City Administrator to take actions necessary to close on the rights-of-way/easement acquisitions.

<input checked="checked" type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract	<input type="checkbox"/> Other (Specify) _____
Funding Source <u>Bonds and Grants</u>			
APPROVED FOR SUBMITTAL _____ City Administrator			

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200121-19

A RESOLUTION ACCEPTING A PERPETUAL AND TEMPORARY CONSTRUCTION EASEMENT AND AUTHORIZING
PAYMENT FOR SAID EASEMENT FOR THE 2ND ST CULVERT PROJECT

WHEREAS, the City of Bondurant is in the process of the design and anticipated construction of certain public improvements associated with the 2nd St Culvert Project, and

WHEREAS, the construction of the public improvements associated with the 2nd St Culvert Project requires the acquisition of certain real estate interests, including temporary easements, permanent easements and the acquisition of property by fee title, and

WHEREAS, the right-of-way agents working on behalf of the City have made certain offers for the acquisition of real property interests with those offers being accepted by the respective property owner, and

WHEREAS, it is necessary for the City to approve the acquisitions, authorize the payment of the agreed to compensation for the property acquisitions and to move forward with the completion and closing on the property acquisitions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA AS FOLLOWS:

1. The City accepts the following property transactions and authorizes the payment of the compensation for the following property acquisitions:

<u>Name</u>	<u>Address</u>
Sam H. Bridge Post #396 of the American Legion	315 2 nd St NW Bondurant, IA 50035
<u>Amount</u>	<u>Type</u>
\$1,637.51	Perpetual storm sewer and overland flowage

2. The City Administrator and the designed right-of-way agents acting on behalf of the City for the public improvements for the 2nd St Culvert Project are authorized to undertake such steps as are necessary to close the appropriate transactions including the authorization for payment of any costs associated with the closing of transactions.

Passed and adopted this 21st day of January, 2020,

Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Enos				
McKenzie				
Elrod				

Prepared By: Travis J. Paul, Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000
Return To: Veenstra & Kimm, Inc., 3000 Westown Parkway, West Des Moines, IA 50266 (515) 225-8000

Easement No. 1

PERPETUAL STORM SEWER AND OVERLAND FLOWAGE EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That we, the undersigned, Sam H. Bridge Post # 396 of the American Legion, (hereinafter referred to as "Grantor(s)"), in consideration of \$1,637.51 in hand paid by the CITY OF BONDURANT, IOWA, the receipt of which is hereby acknowledged do hereby sell, grant and convey unto the City of Bondurant, Iowa, a municipal corporation, in the County of Polk, State of Iowa, an easement under, through and across the following described real estate:

Tract A in the Northeast 1/4 of Section 36, Township 80 North, Range 23 West of the 5th P.M., Polk County, Iowa as shown on the Plat of Survey thereof recorded in Book 5649 on Page 480 in the Polk County Recorder's Office.

Perpetual Easement (see attached Exhibit E-1)

Commencing at the North 1/4 corner of said Section 36; thence North 90°00'00" East along the North line of said Northeast 1/4 of Section 36, 707.93 feet; thence South 06°33'00" East, 40.26 feet to the South right-of-way line of NW 2nd Street, said point also being the Northwest corner of an Easement for Public Highway as shown on the easement document recorded in Book 7867 on Page 96 in said Polk County Recorder's Office; thence North 90°00'00" East along said South right-of-way line and the North line of said public highway easement, 57.48 feet to the Northeast corner thereof, said point being the point of beginning; thence continuing North 90°00'00" East along said South right-of-way line, 20.00 feet; thence South 00°00'00" East, 40.00 feet; thence South 90°00'00" West, 20.00 feet to the Southeast corner of said public highway easement; thence North 00°00'00" West along the East line of said public highway easement, 40.00 feet to the point of beginning.

Containing 800 square feet, more or less.

42814
12/5/19

Temporary Easement (see attached Exhibit E-1)

Commencing at the North 1/4 corner of said Section 36; thence North 90°00'00" East along the North line of said Northeast 1/4 of Section 36, 707.93 feet; thence South 06°33'00" East, 40.26 feet to the South right-of-way line of NW 2nd Street, said point also being the Northwest corner of an Easement for Public Highway as shown on the easement document recorded in Book 7867 on Page 96 in the Polk County Recorder's Office; thence North 90°00'00" East along said South right-of-way line and the North line of said public highway easement, 77.48 feet, said point being the point of beginning; thence continuing North 90°00'00" East along said South right-of-way line, 242.00 feet; thence South 00°00'00" East, 90.00 feet; thence North 90°00'00" West, 225.00 feet; thence South 00°00'00" East, 90.00 feet, thence North 90°00'00" West, 73.81 feet to a point on the West line of said Tract A; thence North 06°33'00" West along said West line, 140.92 feet to the Southwest corner of said public highway easement; thence North 90°00'00" East along the South line of said public highway easement extended to the East, 72.89 feet; thence North 00°00'00" West, 40.00 feet to the point of beginning.

Containing 32,389 square feet, more or less.

That said easement is granted unto the City of Bondurant, Iowa, for the purpose of the construction, installation and maintenance of the following described public improvement:

Storm Sewer and Overland Flowage

In connection herewith it is specifically agreed that by this easement, the City of Bondurant shall have the right to enter upon said premises as shall be necessary to construct, reconstruct, inspect, repair, operate and maintain and service any and all of said improvements and all appurtenances thereto, together with the right to use and operate said improvements as it deems necessary.

The temporary construction easement shall be for a period of 12-months at which time it will cease and terminate.

The said municipal corporation shall restore said described land to a satisfactory condition after construction and/or maintenance in substantially the same condition as prior to entry including installation of 2 trees of similar size and species as removed.

It is further agreed that no permanent improvement shall be built or placed upon the above described easement, and that if such improvements are built or constructed, in violation of this easement, the City of Bondurant shall in no way be responsible for any damages thereto resulting from the construction, reconstruction, maintenance or repair of the aforesaid improvements.

That the grantors do hereby covenant with the said grantee, and successors in interest, that

said grantors hold said real estate by title and fee simple; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be herein above stated; that said grantors covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words 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.

Signed this 9th day of January, 2020.

Allen S. Shide

Sam H. Bridge Post # 396 of the American Legion

Acknowledgment

STATE OF Iowa)
COUNTY OF Polk) ss.

On the 9th day of January, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Allen Shide, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.



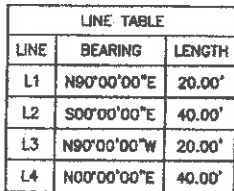
Karla Vernon
Notary Public in and for the State of Iowa
My commission expires 10-29, 2020

RETURN TO: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

BOOK 6329 PAGE 866

FOR STORM SEWER AND OVERLAND
FLOWAGE BEING CONVEYED TO THE
CITY OF BONDURANT, IA

315 2ND STREET NW
BONDURANT, IA 50035



PT. NE 1/4
SECTION 36-80-23

TRACT A
PT. NE 1/4
SECTION 36-80-23

1 Inch = 30 ft.

PROJECT NAME

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

E-1

SHEET 1 OF 2

PREPARED BY: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000
RETURN TO: VEENSTRA & KIMM, INC. - 3000 WESTOWN PARKWAY - WEST DES MOINES, IOWA 50266-1320 - (515) 225-8000

OWNER:

THE SAMUEL H. BRIDGE
POST #396 OF THE
AMERICAN LEGION

BOOK 6329 PAGE 866

EASEMENT DRAWING

FOR TEMPORARY CONSTRUCTION
BEING CONVEYED TO THE
CITY OF BONDURANT, IA

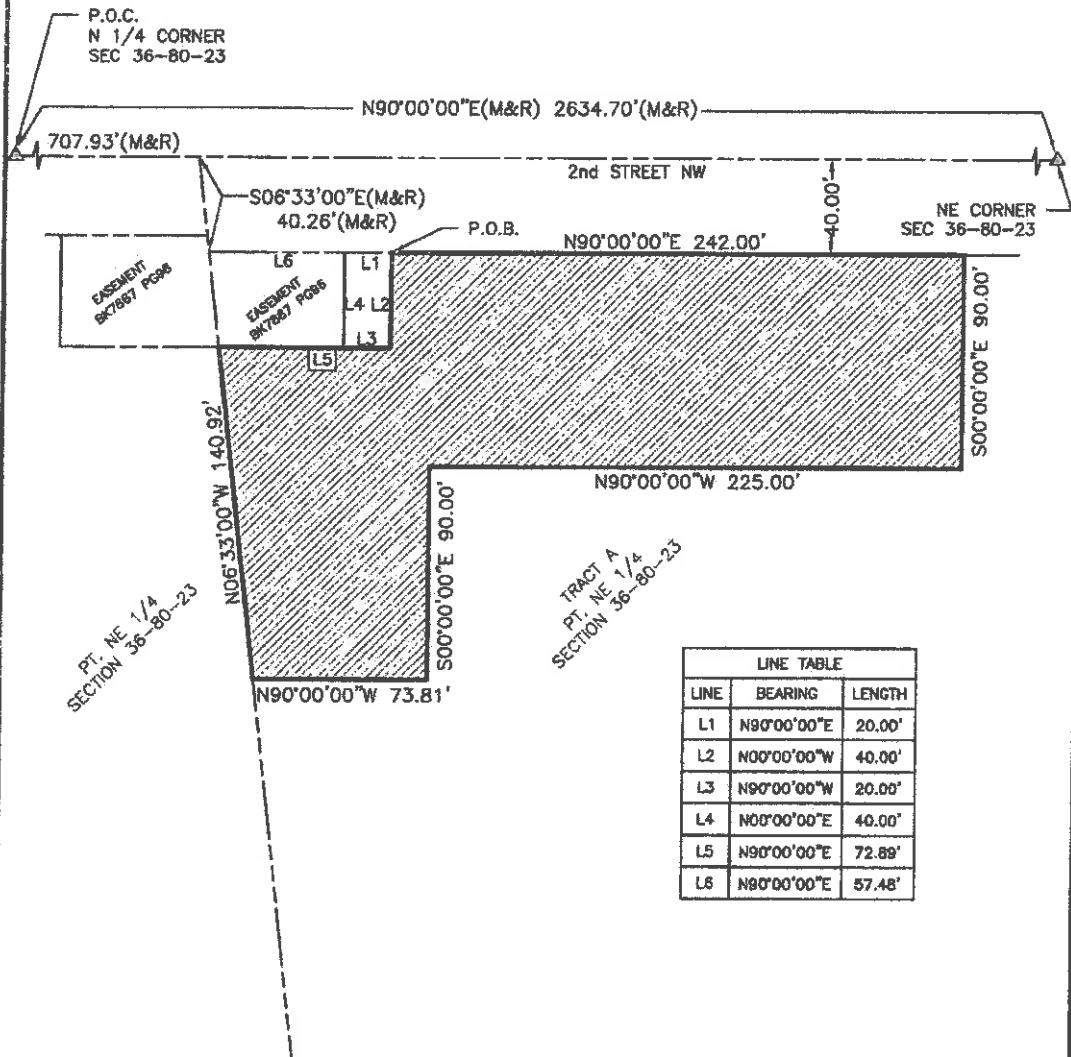
PARCEL NO.:

231/00012-001-011

PHYSICAL ADDRESS:

315 2ND STREET NW
BONDURANT, IA 50035

DRAWN T.J.P. CHECKED: EMG APPROVED G.R. DATE 12-5-2019



LEGEND

- ▲ SECTION CORNER
- (M) "AS MEASURED" DISTANCE OR BEARING
- (D) "AS DEEDED" DISTANCE OR BEARING
- ▨ TEMPORARY EASEMENT
32,389 SQUARE FEET

SURVEY NOTE

1) ALL BEARINGS ASSUMED TO MATCH THE
EXISTING EASEMENT FOR PUBLIC HIGHWAY
RECORDED IN BOOK 7867 ON PAGE 96



1 inch = 60 ft.



ASSUMED NORTH

PROJECT NAME

VEENSTRA & KIMM, INC.
3000 WESTOWN PARKWAY
WEST DES MOINES, IOWA 50266-1320
515-225-8000

EXHIBIT

E-1

Rev/By

SHEET 2 OF 2

42814



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

AGENDA STATEMENT

Item No. 6p
For Meeting of 01.21.20

ITEM TITLE: Consideration of Resolution approving agreement with Veenstra & Kimm for Water System Study

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

Attached is an agreement with Veenstra and Kimm to for a Water System Study. As the City grows, it becomes increasingly important to plan for water needs as part of the critical infrastructure that supports the community.

The attached agreement puts for the proposal to evaluate city-wide needs, storage needs, projected usage through 2040, and cost estimates for needed capital projects. The cost of the study is \$19,400.

<input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify) _____	
Funding Source _____	Water Funds _____
APPROVED FOR SUBMITTAL _____ City Administrator	

RECOMMENDATION: Approve proposal on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200121-20

RESOLUTION APPROVING AGREEMENT WITH VEENSTRA & KIMM FOR WATER SYSTEM STUDY

WHEREAS, the City is growing and has identified the need for Water System Study; AND

WHEREAS, Veenstra & Kimm submitted a proposal in the amount of \$19,400 to complete this project; and

WHEREAS, the project will include information and data gathering, water usage review and estimation through 2040, storage needs, and identification of necessary capital projects; and

WHEREAS, this information is critical to future development of the City and is necessary to incorporate into the City's long-term capital planning.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the agreement with Veenstra & Kimm in an amount of \$19,400, is hereby approved as presented.

Passed this 21st day of January, 2020,

By: _____
Curt Sullivan, 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				
Enos				
Elrod				
McKenzie				
Peffer				

**AGREEMENT FOR PROFESSIONAL SERVICES
WATER SYSTEM STUDY
BONDURANT, IOWA**

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **CITY OF BONDURANT, IOWA**, a municipal corporation organized and existing pursuant to the laws of the State of Iowa, hereinafter referred to as the **City**, and **VEENSTRA & KIMM, INC.**, a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the **Engineers**, with principal offices located in West Des Moines, Iowa,

WITNESSETH; THAT WHEREAS, the City of Bondurant currently owns and operates a municipal water system, and

WHEREAS, the City of Bondurant currently purchases water from the Des Moines Water Works, and

WHEREAS, based on the recent and future growth of the City the City anticipates the need to plan for and implement improvements to its water system, particularly relating to water storage and distribution system, and

WHEREAS, to provide an overall assessment of the water system and to identify and plan for future improvements to the municipal water system the City desires to undertake a study of its water system, with said study being referred to as the **Water System Study**, or **Project**, and

WHEREAS, the City desires to retain the Engineers to evaluate the municipal water system and to prepare the Water System Study.

NOW, THEREFORE, it is agreed by and between the parties hereto the City retains the Engineers to undertake the Project subject to the following terms and conditions, to wit:

- 1. SCOPE OF SERVICES.** The scope of services for the Water System Study will include, but not necessarily be limited to, the following:
 - a. Review the water purchase records over the last five years to determine the average day and peak day usage.
 - b. Develop projections of the average day and peak day usage by five year increments from 2020 through 2040.
 - c. Evaluate the existing water distribution system and identify deficiencies in the water distribution system.

- d. Evaluate and identify a future long-range major water main plan. The long-range water main plan will focus on major water mains and will include projects to improve the existing water distribution system and projects to accommodate the future growth of the City.
 - e. Develop preliminary cost estimates for potential improvements to the water distribution system.
 - f. In conjunction with the City, develop a prioritization plan for improvements to the water distribution system, including triggers or timelines for future water distribution system improvements.
 - g. Evaluate the relative need of the City to provide water storage through the construction of a water tower.
 - h. Develop projected sizing requirements for the water tower based on the projected water usage through 2040 and beyond.
 - i. Evaluate potential locations for a water tower and recommend a preferred location or locations.
 - j. Develop preliminary cost estimates for a water tower.
 - k. Develop a projected schedule or timeline for the construction of a water tower.
 - l. Based on the evaluation and recommendations for the water distribution system and water storage, develop a long-range plan for capital improvements to the water system, including approximate costs and timeframe.
 - m. Develop a draft report on the water system study setting forth the evaluations, recommendations and estimates of cost.
 - n. Review the draft report with the City.
 - o. Incorporate in the report appropriate adjustments and modifications based on consultation with the City.
 - p. Prepare and present the final Water System Study report.
2. **REPORT DOCUMENTS.** The results of the study will be compiled and set forth in a written report presented to the City as outlined in **1. SCOPE OF SERVICES**. Ten (10) copies of the draft report and fifteen (15) copies of the final report will be provided.

3. **RESPONSIBILITY OF THE CITY.** It is understood and agreed the City will provide assistance to the Engineers including making available relevant information on the municipal water system.
4. **SERVICES NOT INCLUDED.** Services under this Agreement shall not include the preparation of any working drawings or contract documents, preparation of plans and specifications or taking of bids for any project recommended as part of this Agreement.

Work under this Agreement shall not include any services associated with litigation or claims resolution resulting from the final adoption of the report by the City. Any additional services as a result of litigation or claims resolution shall be considered Extra Work.

5. **EXTRA WORK.** The fees under this Agreement shall cover the services outlined in this Agreement for the Project. If the City requires additional services of the Engineers in connection with the Project or changes, or modifications in the Project, the Engineers shall receive additional compensation for such services. Such additional compensation shall be on the basis of a compensation mutually agreed to by the City and the Engineers and set forth in a written amendment to this Agreement.
6. **ASSIGNMENT.** This Agreement and each and every portion thereof shall be binding upon the successors and heirs of the parties hereto.
7. **TERMINATION.** Should the City abandon the Project before the Engineers have completed their work, the Engineers shall be paid proportionally for the work and services performed until the date of termination.
8. **COMPENSATION.** The fees for services under this Agreement shall be on the basis of the standard hourly fees of the Engineers personnel actually engaged in the performance of the services, plus direct out-of-pocket expenses. The services under this Agreement shall not exceed the sum of Nineteen Thousand Four Hundred Dollars (\$19,400). The fees for services under this Agreement shall be due and payable on a monthly basis as invoiced by the Engineers on the basis of work completed.
9. **TIME OF COMPLETION.** Preparation and presentation of the draft report by October 15, 2020 and completion of the final report within 30 calendar days after receipt of comments from the City on the draft report.

10. INDEMNIFICATION. The Engineers shall and hereby agree to hold and save the City harmless from any and all claims, settlements and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personnel injury, property damage and/or death arising out of the Engineers' or any of its agents', servants' and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the Engineers personnel, agents, servants and employees occurring under the Worker's Compensation Act of the State of Iowa.

11. INSURANCE. The Engineers shall furnish the Owner with certificates of insurance by insurance companies licensed to do business in the State of Iowa, upon which the Owner is endorsed as an additional named insured, in the following limits. It must be clearly disclosed on the face of the certificates that the coverage is on an occurrence basis.

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

*Occurrence/Aggregate

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

***Claims made basis

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

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

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

CITY OF BONDURANT, IOWA

ATTEST:

By _____
Mayor

By _____
City Clerk

VEENSTRA & KIMM, INC.

ATTEST:

By  _____
President

By Deborah M. Luke _____



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

Item No. 6q
For Meeting of 01/21/2020

ITEM TITLE: Resolution approving Partial Retainage Release for the Hwy 65 Utility Extension Project to EJM Pipe Services Inc. in the amount of \$11,468.41


CONTACT PERSON: John Horton, Public Works Director

SUMMARY EXPLANATION: EJM Pipe Services Inc. is requesting release of the retainage and certificate of completion for the Hwy 65 Utility Extension project that was constructed in 2018.

City staff and Engineers from Veenstra and Kimm have repeatedly requested some sort of correspondence from EJM Pipe Services Inc. to close out this project and finalize. The City received a communication from them in December of 2019 requesting release of retainage. At that time Staff informed EJM Pipes Services Inc. of the letter that was sent certified to their project manager at the time informing them of the Cities right to move on and hire a different contractor as a result of their inability to complete the necessary work.

The City of Bondurant incurred a total cost \$19,957.89 which represents the cost of work from secondary contractor as well as staff time and equipment to complete the necessary work. Staff and EJM Pipes Services Inc. have agreed to a reduction in the total retainage of the original contract which was \$31,426.30.

Staff would recommend a final payment to EJM Pipe Services in the amount of \$11,468.41 to close out this project.

<input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify) _____
Funding Source _____ budgeted utility funding _____
<div style="text-align: center;"></div>
APPROVED FOR SUBMITTAL _____ City Administrator

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200121-21

RESOLUTION APPROVING PAY REQUEST FOR EJM PIPE SERVICES INC. FOR THE HWY 65 UTILITY EXTENSION
PROJECT IN THE AMOUNT OF \$11,468.41

WHEREAS, the Hwy 65 Utility Extension Project Final Pay Request was submitted on December 3rd, 2019; AND

WHEREAS, the application is for release of contract retainage; AND

WHEREAS, the amount for Final Pay Request is \$11,468.41,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the pay request from EJM Pipe Services Inc. in the amount of \$11,468.41 is hereby approved.

BE IT FURTHTER RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Highway 65 Utility Extension Project is accepted.

Passed this 21st day of January 2020,

By: _____
Curt Sullivan, Mayor

ATTEST: I, Marketa Oliver, City Administrator 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.

Craig Marshman, Interim City Clerk

Name	Yay	Nay	Abstain	Absent
Cox				
Enos				
Elrod				
McKenzie				
Peffer				



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

Item No. __6r__
For Meeting of 01/21/20

ITEM TITLE: Consideration of Resolution approving Agreement for Cooperative Public Service between Polk County, Iowa and City of Bondurant, Iowa (Road program Fiscal Year 2021)

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

Enclosed is a 28E Agreement with Polk County for Fiscal Year 2021 Street Improvements (NE Morgan Drive). The improvements in the agreement will be budgeted and in the Capital Improvement Plan. The total included projected cost is \$56,000, half of which (\$28,000) would be the City's responsibility. A map is included to show the sections of roadway to be addressed.

☒ Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____

Funding Source _____ NA _____

APPROVED FOR SUBMITTAL _____

City Administrator

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200121-22

RESOLUTION APPROVING AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN POLK COUNTY, IOWA
AND CITY OF BONDURANT, IOWA

WHEREAS, the City works cooperatively with Polk County in planning and coordinating street maintenance;
AND

WHEREAS, pursuant the agreement, Polk County Public Works provides the planning, design,
administration, engineering, and inspection for street projects without reimbursement from the City; AND

WHEREAS, the City agrees to promptly pay for work done upon receipt of billing from the County; AND

WHEREAS, project slated to be undertaken pursuant to this agreement is HMA Resurfacing of NE Morgan
Drive for an estimated amount of \$56,000.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Polk County, Iowa, that the
attached agreement entitled "Agreement for Cooperative Public Service between Polk County, Iowa and City
of Bondurant, Iowa" is hereby approved as presented.

Passed this 21st day of January, 2020,

By: _____
Curt Sullivan, 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				
Enos				
Elrod				
McKenzie				
Peffer				

AGREEMENT FOR COOPERATIVE PUBLIC SERVICE

BETWEEN

POLK COUNTY, IOWA

AND

CITY OF BONDURANT, IOWA

THIS AGREEMENT is entered into by and between the Polk County, Iowa, a governmental subdivision of the State of Iowa, hereinafter referred to as the "County", and the City of Bondurant, a municipal corporation within the County of Polk, State of Iowa, hereinafter referred to as the "City".

1. This Agreement shall consist of four (4) pages and Attachments A, B, C, D and E which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon its execution by the parties, and shall remain in effect until the duties of the parties are completed to the satisfaction of all parties.
3. The purpose of this Agreement is listed in Attachment A.
4. The duties of the County are listed in Attachment B.
5. The duties of the City are listed in Attachment C.
6. Attachment D is the estimated cost of the project.
7. Attachment E is a map of the project location.
8. The County shall be the lead agency for carrying out the terms of this agreement.
9. Polk County Public Works shall administer performance of this Agreement for the County.

10. Any party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other parties at their principal place of doing business by registered mail. The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the Agreement.
11. In the event of a breach by any entity of this Agreement, that breach shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.
12. This is the entire Agreement between all parties and it may be amended only upon the agreement of all parties and only in writing.
13. The parties shall approve the Agreement by resolution or motion of their respective Board or Council, which shall authorize the execution of the Agreement.

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the County has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the _____ day of _____ 20__

Polk County, Iowa
Board of Supervisors

By: _____
Chairperson

Attest _____
Jamie Fitzgerald, Polk County Auditor

EXECUTION OF AGREEMENT

IN WITNESS THEREOF, the City of Bondurant has caused this Agreement to be executed in three (3) separate counterparts, each of which shall be considered an original, on the _____ day of _____ 20__

City of Bondurant

by: _____
Mayor

Attest _____

ATTACHMENT A

The purpose of this Agreement is to establish the terms and conditions between the County and the City for proposed 2020 Street Improvements consisting of the following:

1. Construction of a 2.25 inch Hot Mix Asphalt (HMA) pavement overlay of NE Morgan Drive, from NE 82nd Avenue, thence north to the City limits for 0.35 miles of joint jurisdictional roadway, of which 0.175 miles is jurisdictional to the City.

ATTACHMENT B

Duties of the County

The County, through their Public Works Department, shall provide all planning, design, administration, engineering and inspection for the project without reimbursement by the City with an estimated value of \$4,000.

The labor, equipment, materials and traffic control required for the Hot Mix Asphalt Resurfacing shall be completed by a third party contractor with the County.

Upon completion of the work, the County shall prepare and forward a billing to the City for their share of the project. Final billing shall be based on actual quantities used at the current contract unit prices.

ATTACHMENT C

The City shall promptly upon receipt of the billing from the County, make payment direct to the County's contractor for their share of the project. Work will be completed in 2020. Payment will be due upon completion of the work and receipt of the billing, but not before July 1, 2020.

ATTACHMENT D

Cost Estimate

HMA Resurfacing of NE Morgan Drive

Total length of project on joint jurisdictional roadway of 0.35 miles with 2.25" HMA resurfacing, 24 feet wide, with 2' wide granular shoulders with an estimated 2020 cost of @ \$160,000/mile.

Total Estimated NE Morgan Drive Project Cost = $0.35 \times \$160,000/\text{mile} = \$56,000$

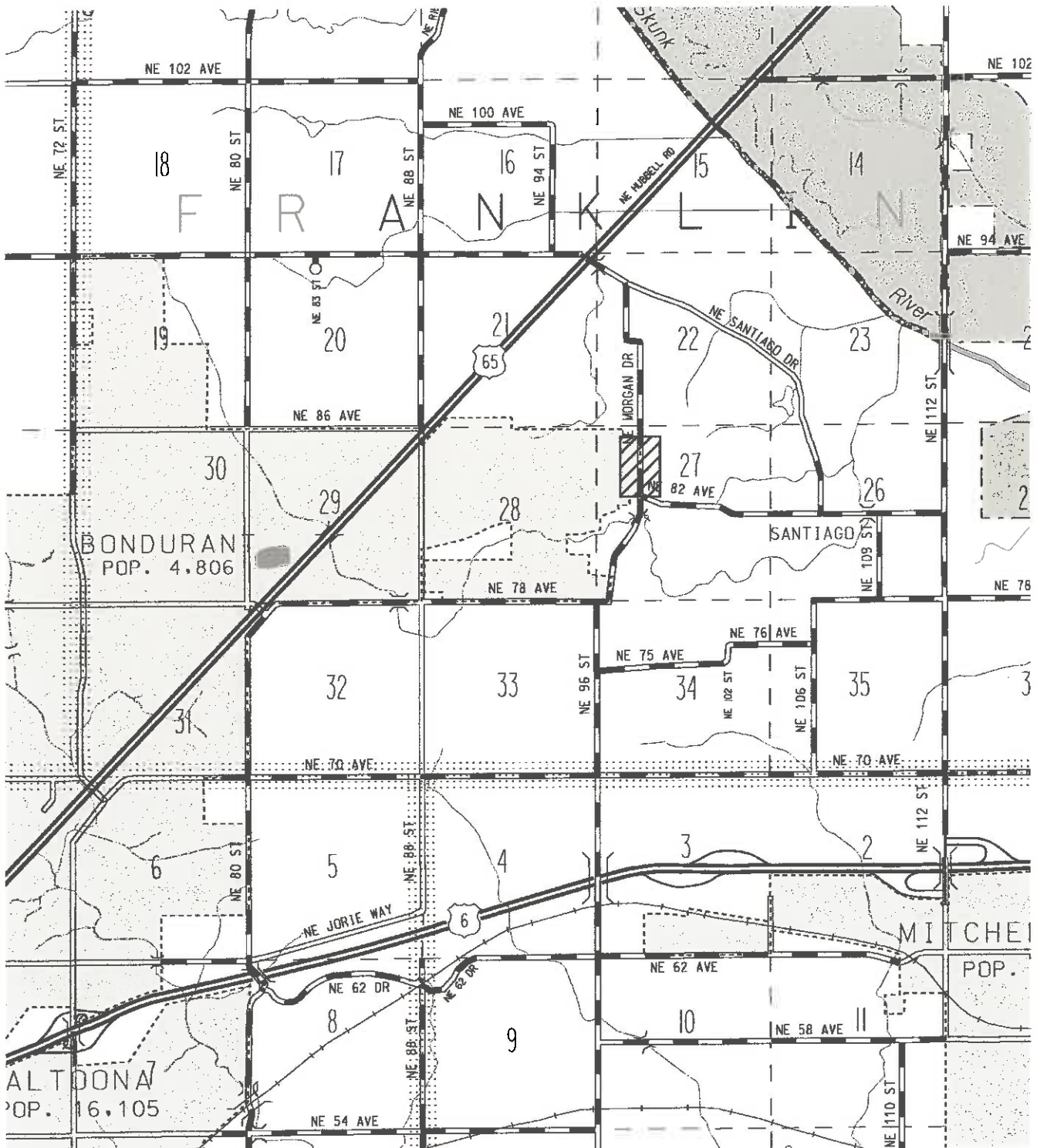
County's Estimated Share by Jurisdiction length $0.175 \text{ miles} \times \$160,000 = \$28,000$

City's Estimated Share by Jurisdictional length $0.175 \text{ miles} \times \$160,000 = \$28,000$

ATTACHMENT "E"



PROPOSED LOCATION





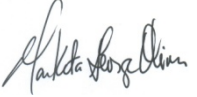
**BUSINESS OF THE CITY COUNCIL
BONDURANT, IOWA
AGENDA STATEMENT**

Item No. 6s
For Meeting of 12/30/2019

ITEM TITLE: Resolution approving the Acquisition of Certain Property Interests Associated with the Public Improvements for Project Bluejay, Authorizing Payment for the Acquisition of Property Interests and Authorizing the Taking of Necessary Steps for the Closing of the Property Acquisition Transactions (Eshelman Temporary Easement)

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION: The attached resolution is related to the acquisition of rights-of-way and easements that are necessary for the public infrastructure improvements related to Project Bluejay. The resolution authorizes the City Administrator to take actions necessary to close on the rights-of-way/easement acquisitions.

<input checked="checked" type="checkbox"/> Resolution _____ Ordinance _____ Contract _____ Other (Specify) _____
Funding Source <u>Bonds and Grants</u> _____
APPROVED FOR SUBMITTAL  _____
City Administrator

RECOMMENDATION: Approve resolution on a roll call vote.

CITY OF BONDURANT
RESOLUTION NO. 200121-23

A RESOLUTION APPROVING THE ACQUISITION
OF CERTAIN PROPERTY INTERESTS ASSOCIATED WITH THE PUBLIC IMPROVEMENTS
FOR PROJECT BLUEJAY, AUTHORIZING PAYMENT FOR THE ACQUISITION OF PROPERTY INTERESTS AND
AUTHORIZING THE TAKING OF NECESSARY STEPS FOR THE CLOSING OF THE PROPERTY ACQUISITION
TRANSACTIONS (Eshelman Temporary Easement)

WHEREAS, the City of Bondurant is in the process of the design and anticipated construction of certain public improvements associated with the project referred to as Project Bluejay, and

WHEREAS, the construction of the public improvements associated with Project Bluejay requires the acquisition of certain real estate interests, including temporary easements, permanent easements and the acquisition of property by fee title, and

WHEREAS, the right-of-way agents working on behalf of the City have made certain offers for the acquisition of real property interests with those offers being accepted by the respective property owner, and

WHEREAS, it is necessary for the City to approve the acquisitions, authorize the payment of the agreed to compensation for the property acquisitions and to move forward with the completion and closing on the property acquisitions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONDURANT, IOWA AS FOLLOWS:

1. The City accepts the following property transactions and authorizes the payment of the compensation for the following property acquisitions:

<u>Name</u>	<u>Temp. Esmt & Cost</u>	<u>Total Cost</u>
Audrey K. Eshelman	6,428 Ft ² x \$0.16 = (2 x 8%) x 1.5 years =	\$1,545

2. The City Administrator and the designed right-of-way agents acting on behalf of the City for the public improvements for Project Bluejay are authorized to undertake such steps as are necessary to close the appropriate transactions including the authorization for payment of any costs associated with the closing of transactions.

Passed and adopted this 21st day of January, 2020,

Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Peffer				
Enos				
McKenzie				
Elrod				



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

Item No. 6t
For Meeting of 01.21.2020

ITEM TITLE: Resolution approving updated agreement with MPP Partners LLC for public improvements and signage

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

The development agreement adopted by the Council on December 30, 2019 established responsibilities for current and future street construction. As part of the right-of-way acquisition needed to relocate the intersection to the South and establish the needed signal, the City will close the driveway access to Mid-States Precast, which is owned by MPP Partners LLC. The agreement laid out the most immediate need for access to the MPP property for its current operation, as well as future responsibilities if the property to the northeast of the current plant is ever parceled, sold, and development. Following are the City's responsibilities:

1. The City will construct (as part of the Project Bluejay improvements) a driveway off of Shiloh Rose Parkway.
2. The City will provide a conceptual design for the future public road to the MPP ground that is east of the plant and west of the detention pond; and
3. Should that property be parceled and sold for development, the City will finalize design and move forward to bid letting within 15 days of the final site plan approval; and
4. As part of the future public improvement project, the sanitary sewer piping will be extended past the north end of the street construction; and
5. The City will permit off-site signage adjacent to Shiloh Rose Parkway.


Additionally, the company has the ability to delay the construction of their parking lot for up to three years after the construction of the driveway improvements (so that the parking would not be destroyed during construction of the adjacent street in the future).

Updated Agreement

As part of the closing on the easement/acquisition for Project Bluejay, there were some minor legal issues that needed to be resolved before title to the land acquisition portion could be transferred. For that reason and to meet the timeline necessary for the easement acquisition for the bidding timeline on the Project Bluejay construction, staff split the transaction into a separate transactions, making the temporary easement slightly larger and delaying the acquisition transaction until a future date.

The updated agreement simply adds a section (3.b.) that reflects the separation of the transactions. It states, "For Project Bluejay, there will be a 2-part transaction. The first will be for a temporary easement valued at \$6,315. This will be signed to allow for construction to commence with the public infrastructure project. When the MPP liens are released, the City will purchase land for street right of way and a permanent easement for storm sewer. This second transaction will be valued at \$30,290."

The full agreement is attached for your review.

<input checked="checked" type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract	<input type="checkbox"/> Other (Specify) _____
Funding Source <u>NA</u>			
APPROVED FOR SUBMITTAL		 _____ City Administrator	

RECOMMENDATION: Approve resolution on a roll call vote

CITY OF BONDURANT
RESOLUTION 200121-24

RESOLUTION APPROVING UPDATED AGREEMENT WITH MPP PARTNERS LLC GROUP FOR PUBLIC IMPROVEMENTS
AND SIGNAGE

WHEREAS, this Agreement is entered into between the City of Bondurant and MPP Partners LLC; AND

WHEREAS, the City wishes to enter into the updated agreement to set forth responsibilities related to future development; AND

WHEREAS, the City's responsibilities in the original agreement include:

1. The City will construct (as part of the Project Bluejay improvements) a driveway off of Shiloh Rose Parkway.
2. The City will provide a conceptual design for the future public road to the MPP ground that is east of the plant and west of the detention pond; and
3. Should that property be parceled and sold for development, the City will finalize design and move forward to bid letting within 15 days of the final site plan approval; and
4. As part of the future public improvement project, the sanitary sewer piping will be extended past the north end of the street construction; and
5. The City will permit off-site signage adjacent to Shiloh Rose Parkway; and

WHEREAS, as part of the closing on the easement/acquisition for Project Bluejay, there were some minor legal issues that needed to be resolved before title to the land acquisition portion could be transferred; and

WHEREAS, to meet the timeline necessary for the easement acquisition for the bidding timeline on the Project Bluejay construction, staff split the transaction into a separate transactions, making the temporary easement slightly larger and delaying the acquisition transaction until a future date; and

WHEREASE, the updated agreement simply adds a section (3.b.) that reflects the separation of the transactions that states, "For Project Bluejay, there will be a 2-part transaction. The first will be for a temporary easement valued at \$6,315. This will be signed to allow for construction to commence with the public infrastructure project. When the MPP liens are released, the City will purchase land for street right of way and a permanent easement for storm sewer. This second transaction will be valued at \$30,290."

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Updated Agreement with MPP Partners, LLC is hereby approved and the Mayor is authorized to execute substance of the attached agreement.

Passed this 21st day of January, 2020

By: _____

Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

**AGREEMENT FOR PUBLIC IMPROVEMENTS AND PROPERTY ACQUISITION 2340 HUBBELL AVENUE SW
CITY OF BONDURANT, IOWA**

THIS AGREEMENT made and entered into this _____ day of _____ 2020, by and between the **CITY OF BONDURANT, IOWA**, hereinafter referred to as the "**City**", party of the first part, and **MPP PARTNERS, LLC**, a limited liability corporation organized and existing under the laws of the State of Iowa, party of the second part, hereinafter called the **MPP**,

WITNESSETH, THAT WHEREAS, MPP currently owns property located at 2340 Hubbell Avenue SW in the City of Bondurant, and

WHEREAS, the access to the property at 2340 Hubbell Avenue SW is from a driveway connecting to Hubbell Avenue SW, and

WHEREAS, MPP has developed the southwesterly portion of the property at 2340 Hubbell Avenue SW, and

WHEREAS, the property owned by MPP at 2340 Hubbell Avenue SW property could be subdivided and the northeasterly portion of the property conveyed to a party not associated with MPP, and

WHEREAS, as part of Project Bluejay the City will be constructing Shiloh Rose Parkway extending from Hubbell Avenue SW (U.S. Highway 65) westerly and will be providing an alternative access to the southwesterly portion of the property owned by MPP, and

WHEREAS, if the northeastern portion of the property at 2340 Hubbell Avenue SW is divided and conveyed to a third party, the City and MPP agree access and sanitary sewer service to the northeasterly parcel would require an extension of the public street and sanitary sewer along an alignment generally parallel to and westerly of Hubbell Avenue SW, and

WHEREAS, a portion of the improvements to serve a separate northeasterly parcel will not be constructed until such time as required by the division and sale of the northeasterly portion of the property at 2340 Hubbell Avenue SW.

NOW, THEREFORE, the City and MPP agree as follows:

1. The City of Bondurant agrees as follows:

- a. Provide a conceptual design for a future 30-foot wide street in a 40-foot wide right-of-way with a cul-de-sac at its easterly end, extending westerly from the new driveway/public street to be provided for the MPP property as part of the Project Bluejay with said street being referred to as Shiloh Rose Parkway.
- b. The City will construct and relocate the access drive for the property at 2340 Hubbell Avenue SW to connect to Shiloh Rose Parkway.
- c. The City will complete the design of the future street and sanitary sewer improvements immediately following approval of this Agreement.
- d. The City will coordinate with any purchaser of the divided and conveyed northeasterly portion of the property at 2340 Hubbell Avenue SW to finalize the details of a cul-de-sac at the end of the new access street and for the location of a sanitary sewer extension to serve said parcel. Such coordination will occur during development of the site plan of the divided and conveyed parcel.
- e. The City will incorporate final coordinated design details for the cul-de-sac and sanitary sewer in the then existing plans and will authorize the taking of bids for the construction of said improvements, with said initiation of the bidding process to occur within 15 days following approval of the site plan.
- f. The City will permit the location of an offsite monument sign for any business occupying the divided and conveyed northeasterly parcel with said sign to be located near Shiloh Rose Parkway. The offsite monument sign must otherwise comply with all of the requirements of the City's applicable zoning and zoning sign and other ordinances.
- g. The City agrees to purchase all necessary property interests for construction of the street and sanitary sewer.

2. MPP agrees as follows:

- a. The construction of the improvements set forth in this Agreement will not be required until the sale of the northeasterly portion of property occurs to a party with an ownership interest that is separate and independent from the current ownership and use of the property at 2340 Hubbell Avenue SW and further agrees said improvements will not be required for an expansion of the current business operations that does not involve a division and conveyance of the northeasterly portion of the property.
- b. MPP will convey all necessary fee title and easement interests to the City upon payment of the agreed to amount.
- c. MPP will construct its parking lot included in its site plan within three years of the acceptance of the public improvements related to Project Bluejay.

3. The City and MPP mutually as follows:

- a. If during the term of the Agreement any circumstance or condition arises that was not contemplated or known to the City or MPP that would affect the terms, provisions or obligations of the Agreement the party discovering the change in circumstance or conditions shall promptly notify the other party to this Agreement and both the City and MPP shall promptly and in good faith negotiate any modifications to the Agreement to address the changed condition or circumstance. If a mutually agreeable modifications to the Agreement cannot be reached between the two parties to address the change in condition or circumstance either party has the right to terminate this Agreement upon 30 days written notice to the other party.
- b. For Project Bluejay, there will be a 2-part transaction. The first will be for a temporary easement valued at \$6,315. This will be signed to allow for construction to commence with the public infrastructure project. When the MPP liens are released, the City will purchase land for street right of way and a permanent easement for storm sewer. This second transaction will be valued at \$30,290.

This Agreement constitutes the full and complete Agreement between the City and MPP.

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

CITY OF BONDURANT, IOWA

MPP PARTNERS, LLC:

By _____
Mayor

By Grant S. Corell
MEMBER

ATTEST:

By _____
City Clerk

State of Iowa)

County of Polk) ss.

On this 13 day of JANUARY,
2020, before me, a Notary Public, in and
for said State and county, personally
appeared GRANT S. CORELL
(signatory name), to me personally known,
who being by me duly sworn or affirmed,
did say that that person is
MEMBER (official title)
of said MPP PARTNERS, LLC
(limited liability company) and that said
instrument was signed on behalf of the said
limited liability company by authority of its
managers and the said GRANT S. CORELL
(signatory name) acknowledged the
execution of said instrument to be the
voluntary act and deed of said limited
liability company by it voluntarily executed.



Nick Halfhill
Notary Signature

Notary Public in the state of Iowa



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

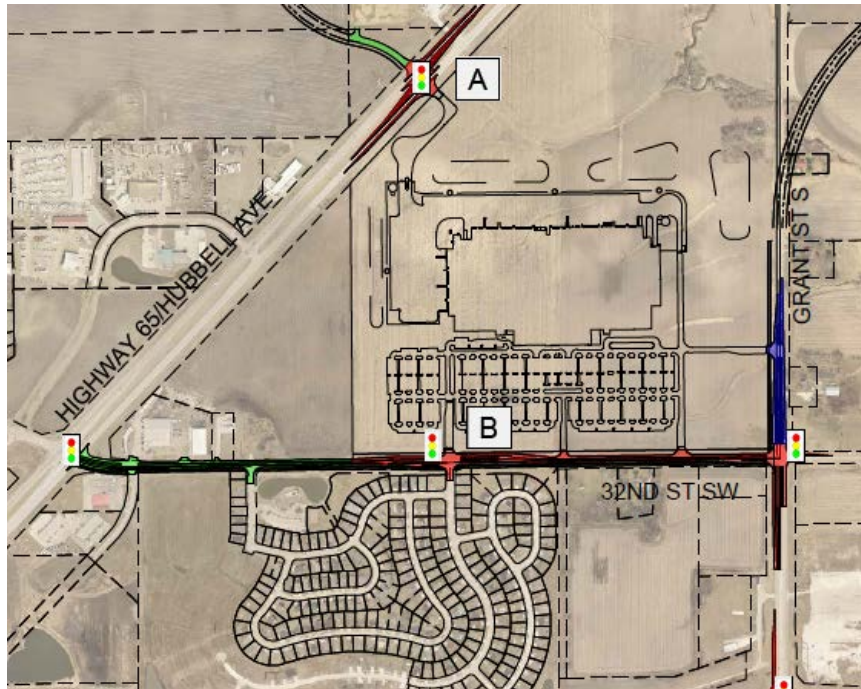
Item No. 6u
For Meeting of 01.21.2020

ITEM TITLE: Resolution approving Wetlands Mitigation Bank Credit Purchase

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:


The City of Bondurant is currently working on public infrastructure improvement. The public improvements are laid out in the diagram below and include: widening 32nd Street between Hubbell Avenue (Hwy 65) and Grant Street, adding a trail, and creating a signalized intersection Poplar; widening Grant Street for approximately 1,000 feet north of 32nd Street; adding a signalized intersection at 32nd and Grant Street; adding a signalized intersection at I-80 and Grant Street; creating a signalized intersection in the 2200 block of Hubbell Avenue; and creating a public street west of Hubbell from the newly-created intersection. The work includes utility work.



As part of the public improvement projects related to Project Bluejay, the construction will of the public improvements will disrupt some wetlands. The City's engineer recommends the purchase of the Wetlands Mitigation

Credits to address the issue. The attached agreement purchased the credits needed to comply with Army Corps of Engineer requirements for the project. The cost of the credits is \$24,600. Please note the credits do not represent the purchase of any real estate. Under the agreement, the construction project for which the credits are issues, is required to be completed within five years.

The full agreement is attached for your review.

<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Contract <input type="checkbox"/> Other (Specify) _____	
Funding Source	_____ NA _____
APPROVED FOR SUBMITTAL	 _____
	City Administrator

RECOMMENDATION: Approve resolution on a roll call vote

CITY OF BONDURANT
RESOLUTION 200121-25

RESOLUTION APPROVING WETLANDS MITIGATION BANK CREDIT PURCHASE

WHEREAS, the City of Bondurant is currently in the design process for public improvements; AND

WHEREAS, the public improvements include: widening 32nd Street between Hubbell Avenue (Hwy 65) and Grant Street, adding a trail, and creating a signalized intersection Poplar; widening Grant Street for approximately 1,000 feet north of 32nd Street; adding a signalized intersection at 32nd and Grant Street; adding a signalized intersection at I-80 and Grant Street; creating a signalized intersection in the 2200 block of Hubbell Avenue; and creating a public street west of Hubbell from the newly-created intersection; AND

WHEREAS, as part of the improvements, the construction will disrupt some wetlands, which requires mitigation; AND

WHEREAS, the City desired to mitigate the disruption through the purchase of credits from the Wetland Mitigation Bank.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that the Wetland Mitigation Bank Credit Purchase Agreement is authorized and staff is directed to finalize the purchase of credits in the amount of \$24,600.

Passed this 21st day of January, 2020

By: _____

Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				

Wetland Mitigation Bank Credit Purchase Agreement

This Wetland Mitigation Bank Credit Purchase Agreement (this “Agreement”) is entered into this ____ day of January, 2020, by and between Jeffrey Dane McCorkle, referred to herein as “Sponsor”, the City of Bondurant, or its assignee referred to herein as “Permittee”.

AGREEMENT

NOW, THEREFORE, in consideration of the Credits, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Credits. Sponsor has an approved Banking Instrument, referred to herein as the “McCorkle Mitigation Bank”, issued by the Army Corps of Engineers authorizing the issuance of mitigation banking credits for emergent wetlands to offset unavoidable adverse impacts on a permitted project, pursuant to the Army Corps’ of Engineers’ Permit No. CEMVR-OD-P-2019-1413 and the Iowa DNR 401, referred to herein as the Permitted Project, to be performed pursuant to a §404 permit, which permit is referred to herein as the “Permit”. The permit provides for the mitigation of permanent and unavoidable adverse impacts from the Permitted Project allowed by the Permit, by purchasing .82 credits in the McCorkle Mitigation Bank, Permit No. CMVR-OD-P-2016-0023. Sponsor represents it has good title to the Credits and the authority to transfer them without the consent of any third party.

2. Purchase Price. To satisfy the Permit requirements, Permittee agrees to purchase, and the Sponsor agrees to sell .82 credits of emergent wetland in the McCorkle Mitigation Bank for the purchase price of \$24,600.00 (the “Purchase Price”). The Purchase Price is payable in full upon Permittee’s acquisition of the subject property.

3. Transfer of Credits. Upon receipt by the Sponsor of the Purchase Price in immediately available U.S. currency, the Sponsor shall transfer to the Permittee Certificate No. 13, herein referred to as Certificate, evidencing the Credits and documenting payment of the Purchase Price. It is the sole duty of the Permittee to notify the Army Corps’ of Engineers of the Certificate issuance.

4. The permittee agrees that the Permittee is not purchasing any real estate interest in the real estate containing the McCorkle Mitigation Bank. The purchase is only of the Credits as specified above.

5. The Permittee agrees that the Sponsor has no responsibility or liability for any failure of the Permittee to comply with the terms of the Permit and the Permittee agrees to indemnify and hold harmless the Sponsor to the fullest extent permitted by law from and against any and all losses, damages, judgments, and expenses that the Sponsor may incur on account of any activity of the Permittee associated with the Permit and the Permitted Project.

6. If the Permittee does not complete the Permitted Project within five years of the issuance of the Permit the Certificate must be returned to the Sponsor and the issuance of the credits pursuant to this agreement will be cancelled. Permittee agrees and understands that these

credits may not be assigned to anyone without the Sponsor's prior written approval, which approval may be withheld by the Sponsor for any reason or no reason.

7. The parties agree that this agreement represents their entire agreement and incorporates and supersedes any or all agreements or discussions.

8. This Agreement may be executed in any number of counterparts, which, when taken together, shall constitute a complete and original instrument.

Dated: _____

Dated: _____

Jeffrey Dane McCorkle, Sponsor

City of Bondurant, Permittee
By: Curt Sullivan
Its: Mayor



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

Item No. 6v
For Meeting of 01.21.2020

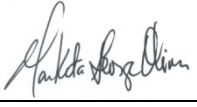
ITEM TITLE: Resolution approving MidAmerican Energy Proposal for Overhead to Underground Power Lines design and execution along portions of 32nd Street SW

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

The City would like to convert the overhead feeder to underground along portions of 32nd Street SW between Grant Street South and Highway 65. The cost of the proposal is \$216,354.39. Please note, the City will pay only for the actual cost of the project.

This is part of the overall public improvement projects related to Project Bluejay and included in the project budget estimates.

<input checked="checked" type="checkbox"/> Resolution	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Contract	<input type="checkbox"/> Other (Specify) _____
Funding Source <u>NA</u>			
APPROVED FOR SUBMITTAL  _____			
City Administrator			

RECOMMENDATION: Approve resolution on a roll call vote

CITY OF BONDURANT
RESOLUTION 200121-26

RESOLUTION APPROVING MIDAMERICAN ENERGY PROPOSAL FOR OVERHEAD TO UNDERGROUND POWER LINES
DESIGN AND EXECUTION ALONG PORTIONS OF 32ND STREET SW

WHEREAS, this Agreement is with MidAmerican Energy for the transition of power lines from overhead to underground along portions of 32nd Avenue SE; AND

WHEREAS, MidAmerican Energy would conduct the following work:

1. Remove overhead distribution facilities as shown on the attached drawings;
2. 2. Furnish and install underground cable;
3. 3. Furnish and install switchgears and other pad mounted equipment as shown; and
4. 4. Provide a field representative to review plans with the contractor hired to install conduit system; AND

WHEREAS, the cost of the improvements is estimated to be \$216,354.39; AND

WHEREAS, the improvements are part of the overall public infrastructure improvements related to Project Bluejay and are included in the cost estimates for the overall project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Bondurant, Iowa, that Agreement with MidAmerican Energy for Overhead to underground electric conversation in the amount of \$216,354.39 is hereby approved.

Passed this 21st day of January, 2020

By: _____

Curt Sullivan, Mayor

ATTEST: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				



January 7, 2020

City of Bondurant
Attention: Marketa Oliver
moliver@cityofbondurant.com
200 2nd St NE Box 37
Bondurant, IA 50035

Reference: Overhead to underground electric conversion to: Project Bluejay along #2nd St SW and Grant St. WMIS #: 2796841

Dear Ms. Oliver:

In response to your request, MidAmerican Energy Company has reviewed the above project and your request for relocation of our overhead electric system. To facilitate your request for conversion of these overhead distribution facilities to an underground system, we have prepared a design proposal that would remove the overhead facilities and install them underground in conduit supplied and installed by the City. Enclosed are drawings showing the route of that relocation and a sketch of our requirements for conduit configuration.

This proposal provides the terms and conditions for relocation of our electric distribution facilities only. If adjustments to streetlight facilities are required, the terms and conditions for those projects will be included on a separate proposal.

Please note that this proposal has been developed to provide the underground installation of our distribution system at a cost of \$216,354.39 to the City, assuming the City fully agrees with the terms and conditions established by this proposal. Since the estimated cost of construction is over \$100,000, the city will be required by tariff to pay actual costs upon completion of the work, which could result in an additional charge or a refund to the city. This proposal is valid for 90 days and assumes MidAmerican will be allowed to commence construction within 12 months of the proposal date. Specifically, MidAmerican proposes to:

1. Remove overhead distribution facilities as shown on the attached drawings.
2. Furnish and install underground cable.
3. Furnish and install switchgears and other pad mounted equipment as shown.
4. Provide a field representative to review plans with the contractor hired to install conduit system.

Under the terms and conditions of this proposal, the City Agrees to:

1. Notify, facilitate and compel all other utilities located on MidAmerican Energy company's poles to relocate to underground.
2. Furnish, install all 4-inch and 6-inch conduits for distribution as shown on attached prints. All ducts shall be black, black w/red stripe or grey in color, PVC type DB-120 heavy wall per NEMA TC 8 and ASTM512.
 - a. City shall install the ducts with appropriate horizontal and vertical separation from other utility conduits based on NEC guidelines. The City will assure installation depths between forty-two (42) inches and sixty (60) inches below finish grade with capped and staked ends (above grade) and equipped with pull wires (1/4" poly rope).
 - b. City will run a brush and mandrel of the appropriate size through the conduits to verify integrity and unobstructed pulling path prior to MidAmerican Energy Company installing cable in the conduit.
 - c. City shall install conduits along the duct route precisely as shown on the attached drawings and conditions. The City must obtain written permission from the project designer for any deviations in conduit route or any additional bends in the conduit.
 - d. The City will leave conduit ends exposed and fenced. If this is not possible, MidAmerican Energy Company will provide marker balls for the duct ends and will require the City to stake and maintain the staked duct end locations. MidAmerican Energy Company shall excavate the duct ends to facilitate installation of electrical equipment, but it will be the City's responsibility to backfill and compact when electrical work is completed.
3. City shall grade the underground primary cable route for direct burial cable to within four inches of final grade and clear the cable route of construction materials, obstructions, and ECT. This grading and clearing shall be done as required to facilitate MidAmerican's schedule for cable installation with no unreasonable delays. In the event of any failure of the City to provide grade preparation according to these specifications or failure of the City to clear any known obstructions in the proposed facility route, the City shall reimburse MidAmerican for all incremental costs incurred by MidAmerican or its contractors resulting from this failure.
4. All duct elbows shall be rigid steel, with a minimum bending radius of forty-eight (48) inches, elbows should be equipped with factory assembled plastic couplings on each end to mate with DB-120 duct.
5. The City shall assist with the coordination for the transfer of any residential and commercial services to existing customers.

6. The City shall furnish, stake and maintain easements for the duration of the project for all MidAmerican Energy pad mounted electrical equipment as shown on drawings (and high voltage facilities, including wind displacement requirements)(if needed).
7. The City shall perform all site restoration necessitated by installation of underground facilities.
8. The City shall stake elevations and Right of Way along the underground cable path and maintain staking for the duration of project.
9. This proposal assumes that MidAmerican Energy will not be required to perform any temporary relocations of the overhead system, and can leave it in place and operable until the completion of the installation of the new underground facilities. Any incremental costs incurred by MidAmerican for such temporary modifications shall be paid by the City.
10. The City shall pay all costs incurred by MidAmerican Energy resulting from design changes or field changes made by the City that deviate from the plans provided by the City for preparation of this proposal.
11. The City will leave conduit ends exposed and fenced if possible and will backfill and compact when electrical work is completed.

If this proposal is satisfactory, please sign and return one copy of this letter to me. If you have any questions or concerns, please call me at 515-242-4224.

Sincerely,

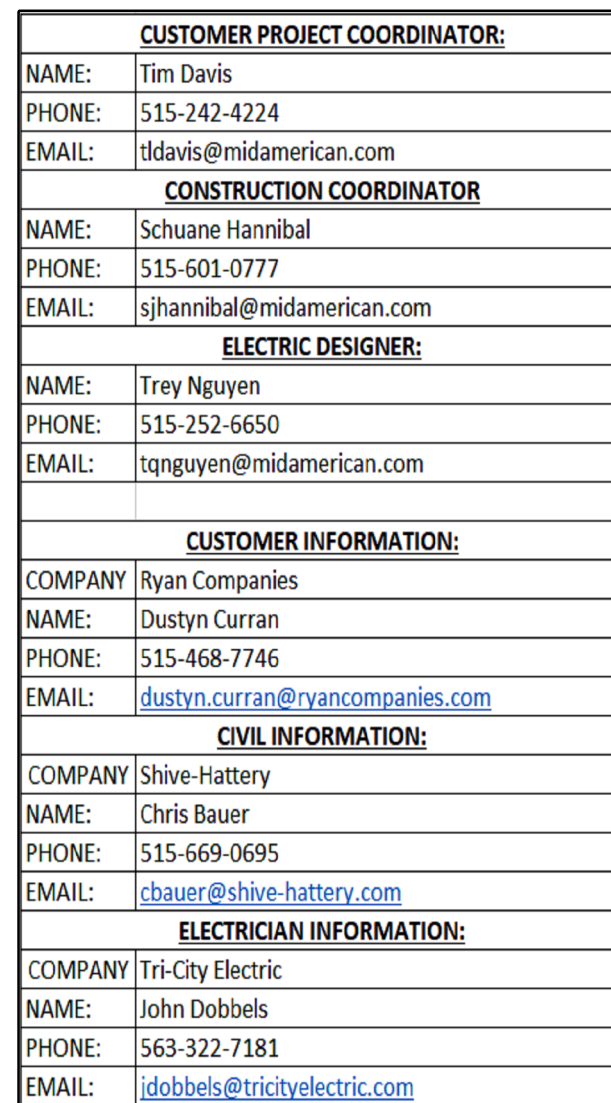












































Tim L Davis
Customer Projects
MidAmerican Energy Company

Enclosures

Accepted By: _____

Date: _____ Start Date _____

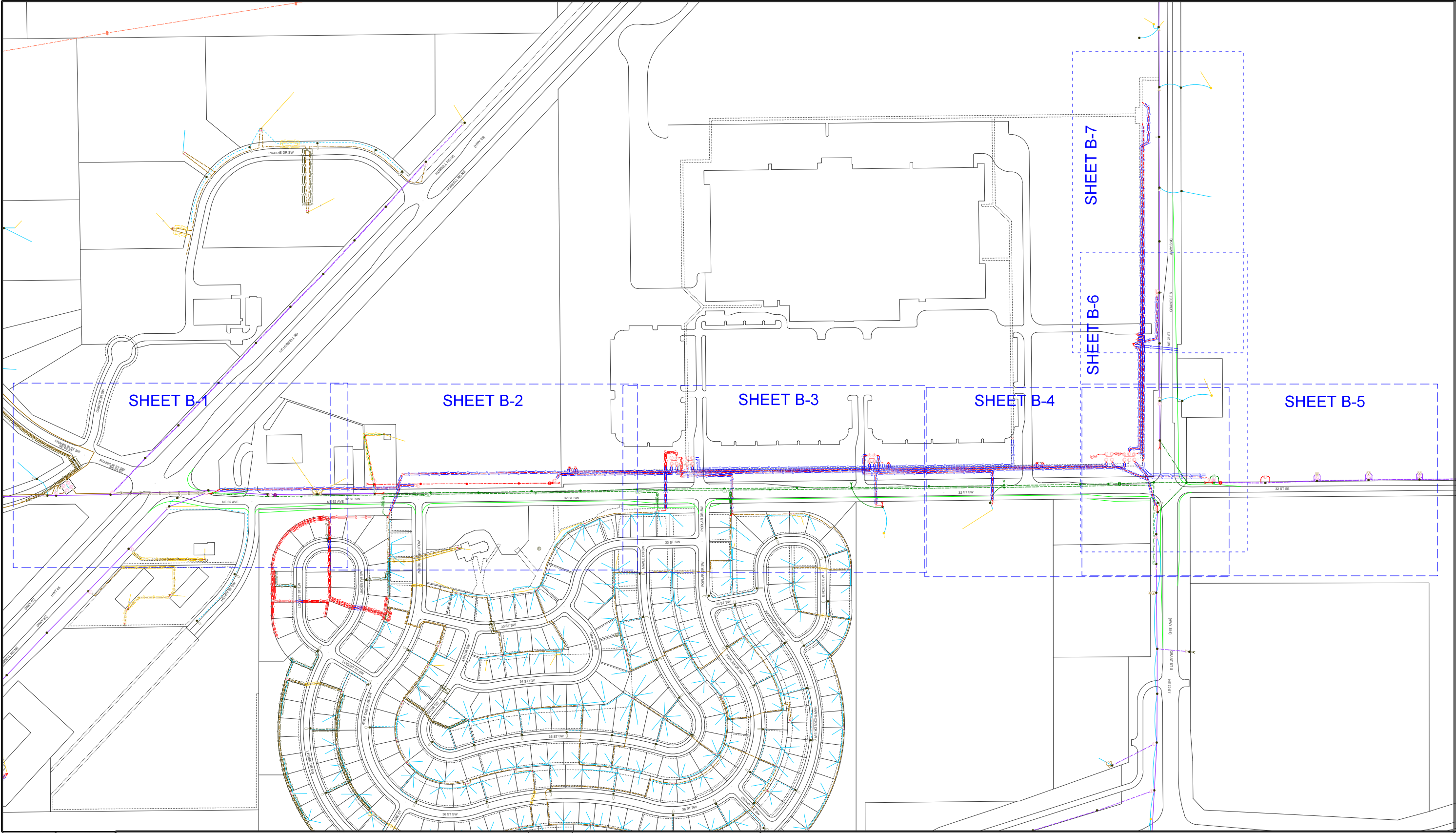


LEGEND	
GRAPHIC	DESCRIPTION
	EXISTING OVERHEAD 1-PHASE CONDUCTOR
	EXISTING OVERHEAD 2-PHASE CONDUCTOR
	EXISTING OVERHEAD 3-PHASE CONDUCTOR
	EXISTING OVERHEAD FEEDER
	EXISTING OVERHEAD TRANSMISSION
	EXISTING UNDERGROUND 1-PHASE CABLE
	EXISTING UNDERGROUND 2-PHASE CABLE
	EXISTING UNDERGROUND 3-PHASE CABLE
	EXISTING UNDERGROUND FEEDER
	EXISTING OVERHEAD SECONDARY CONDUCTOR
	EXISTING OVERHEAD STREETLIGHT CONDUCTOR
	EXISTING UNDERGROUND SECONDARY CABLE
	EXISTING UNDERGROUND STREETLIGHT CABLE
	EXISTING CUSTOMER OWNED SECONDARY
	EXISTING OVERHEAD TRANSFORMER
	EXISTING OVERHEAD TRANSFORMER BANK
	EXISTING OVERHEAD FUSE
	EXISTING OVERHEAD SWITCH
	EXISTING OVERHEAD CAPACITOR BANK
	EXISTING VOLTAGE REGULATOR
	EXISTING RECLOSER
	EXISTING OVERHEAD FAULT INDICATOR
	EXISTING 1-PHASE PADMOUNT TRANSFORMER
	EXISTING 3-PHASE PADMOUNT TRANSFORMER
	EXISTING 4-BAY SWITCHGEAR
	EXISTING 6-BAY SWITCHGEAR
	EXISTING FUSED ENCLOSURE
	EXISTING PRIMARY ENCLOSURE
	EXISTING PAD MOUNT CAPACITOR BANK
	EXISTING SECONDARY PEDESTAL
	EXISTING SECONDARY HANDHOLE
	EXISTING MEC TRANSMISSION POLE
	EXISTING MEC DISTRIBUTION POLE
	CUSTOMER OWNED POLE
	EXISTING DOWN-GUY
	EXISTING STREETLIGHT
	EXISTING SECURITY LIGHT
	EXISTING FLOOD LIGHT
	EXISTING PRIMARY RISER
	EXISTING PRIMARY SPLICE
	EASEMENT
	CUSTOMER INSTALLED DUCT
INSTALLS	INSTALLATIONS ARE DISPLAYED IN RED
REMOVALS	REMOVALS ARE DISPLAYED IN GREEN

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
A-1	TITLE SHEET
A-2	PROJECT OVERVIEW MAP
B-1 TO B-7	GTECH DESIGN
C-1 TO C-5	CONDUIT MAP
D-1 TO D-2	DETAILED CONDUITS/ENCLOSURES LAYOUT
E-1 TO E-5	NO CONDUITS MAP
O-1	CIRCUIT LOOP OVERVIEW FOR RISER QT117 & SG-408-4
OC101 TO OC202	PLAN & PROFILE (FROM SHIVE HATTERY)

DISCLAIMER OF LIABILITY

NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.



Cust: BONDURANT - PROJECT BLUEJAY - OH2UG PHASE 1
Addr: 32ND ST SW AND GRANT ST

Crew HQ:DMAT

City: Bondurant

X = 1646637

Y = 609328

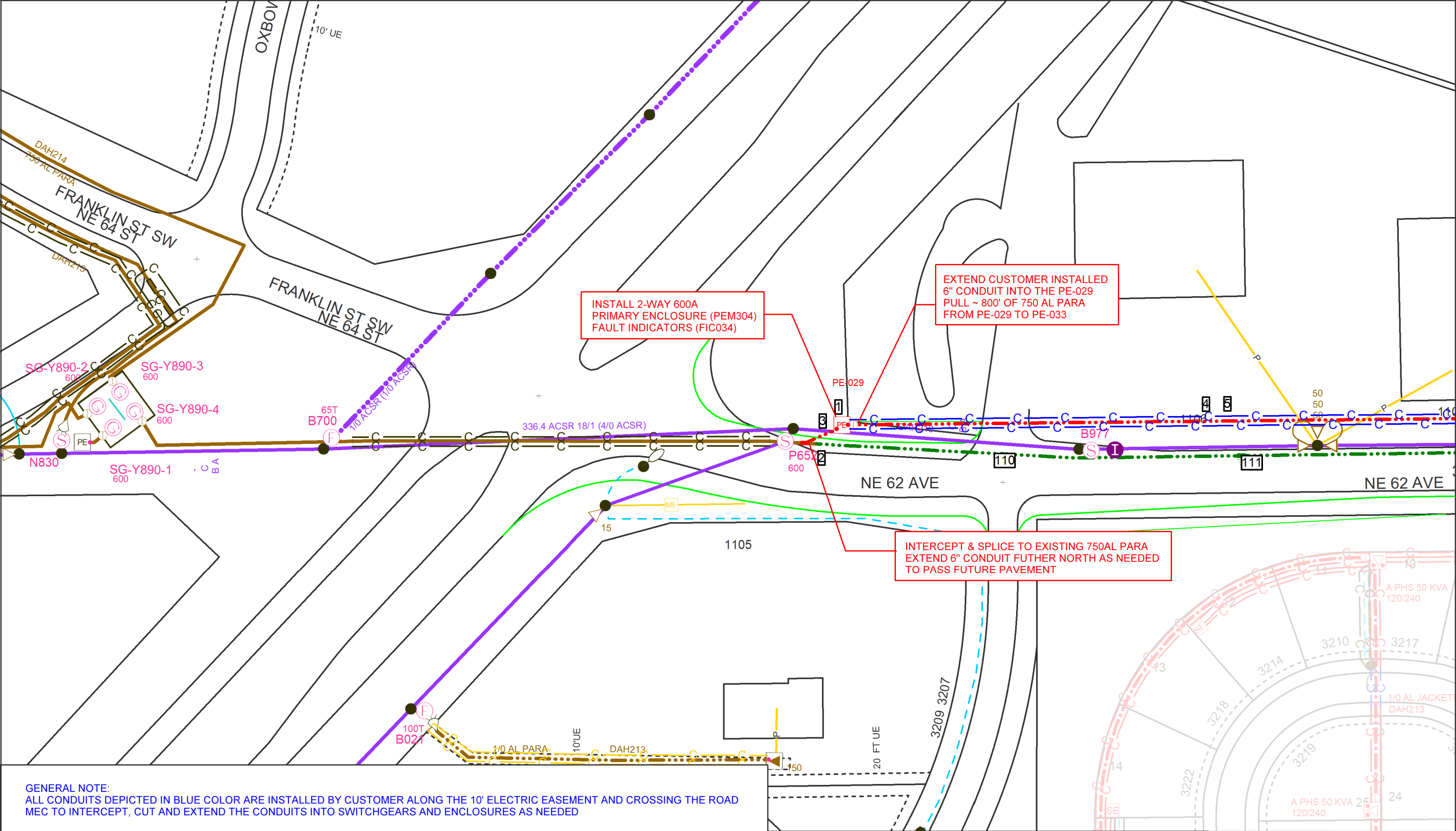


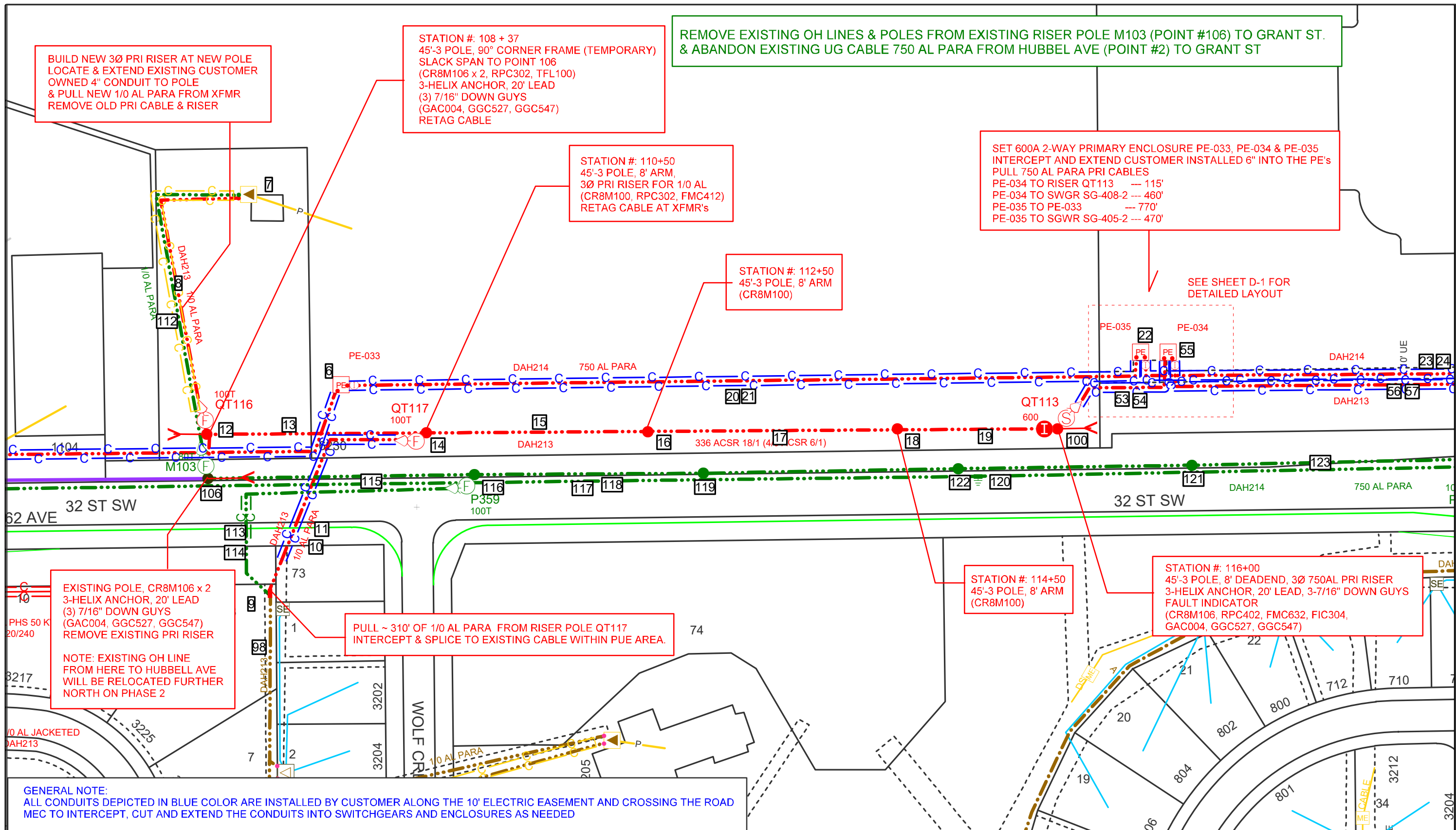
WMS_REV:2796841-1
Date: 12/8/2019
Scale: 1 IN = X FT
Designer: NGUYEN, TRIEU Q

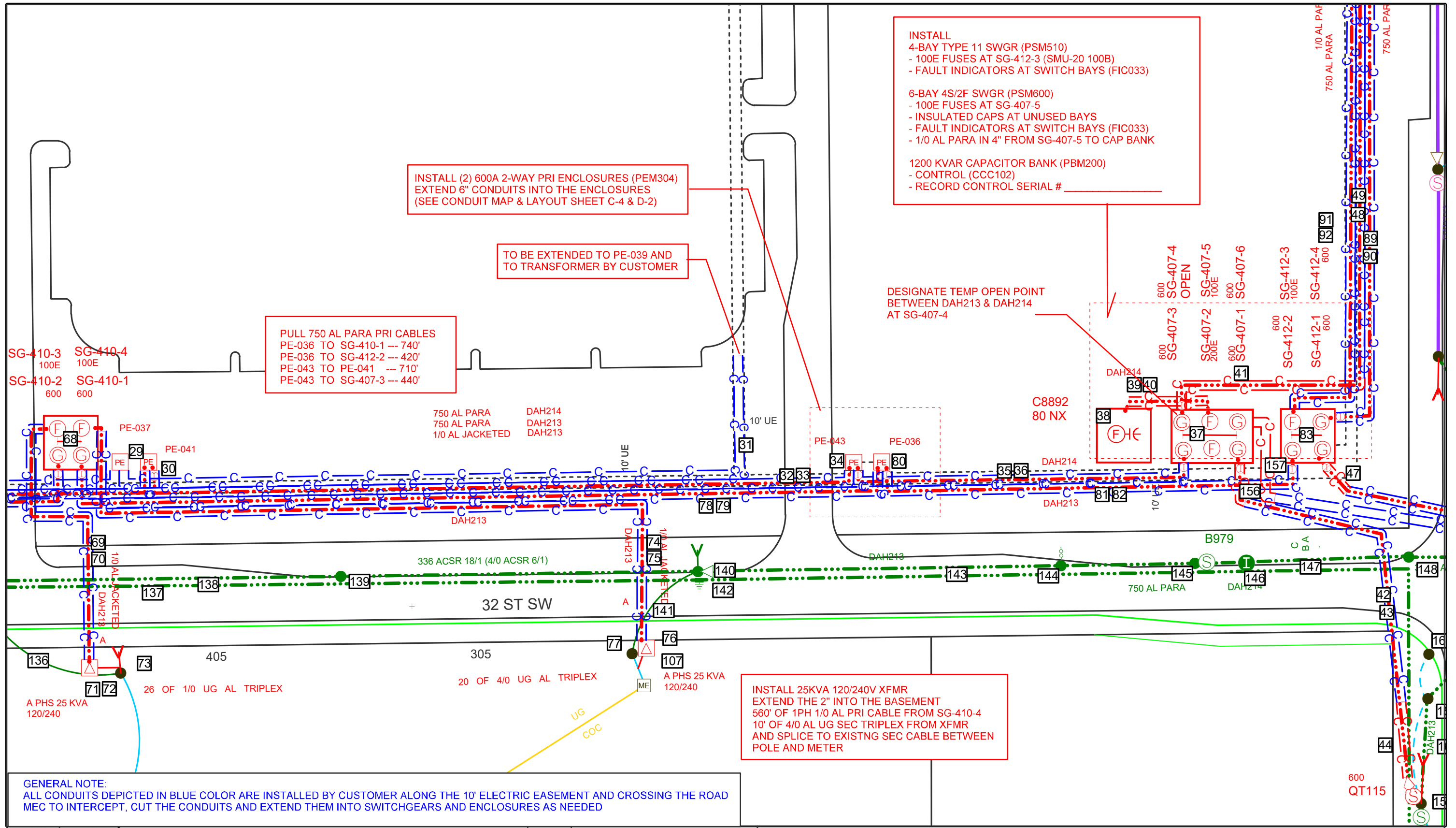
Job Desc: Create design for Bondurant reconstruction project.

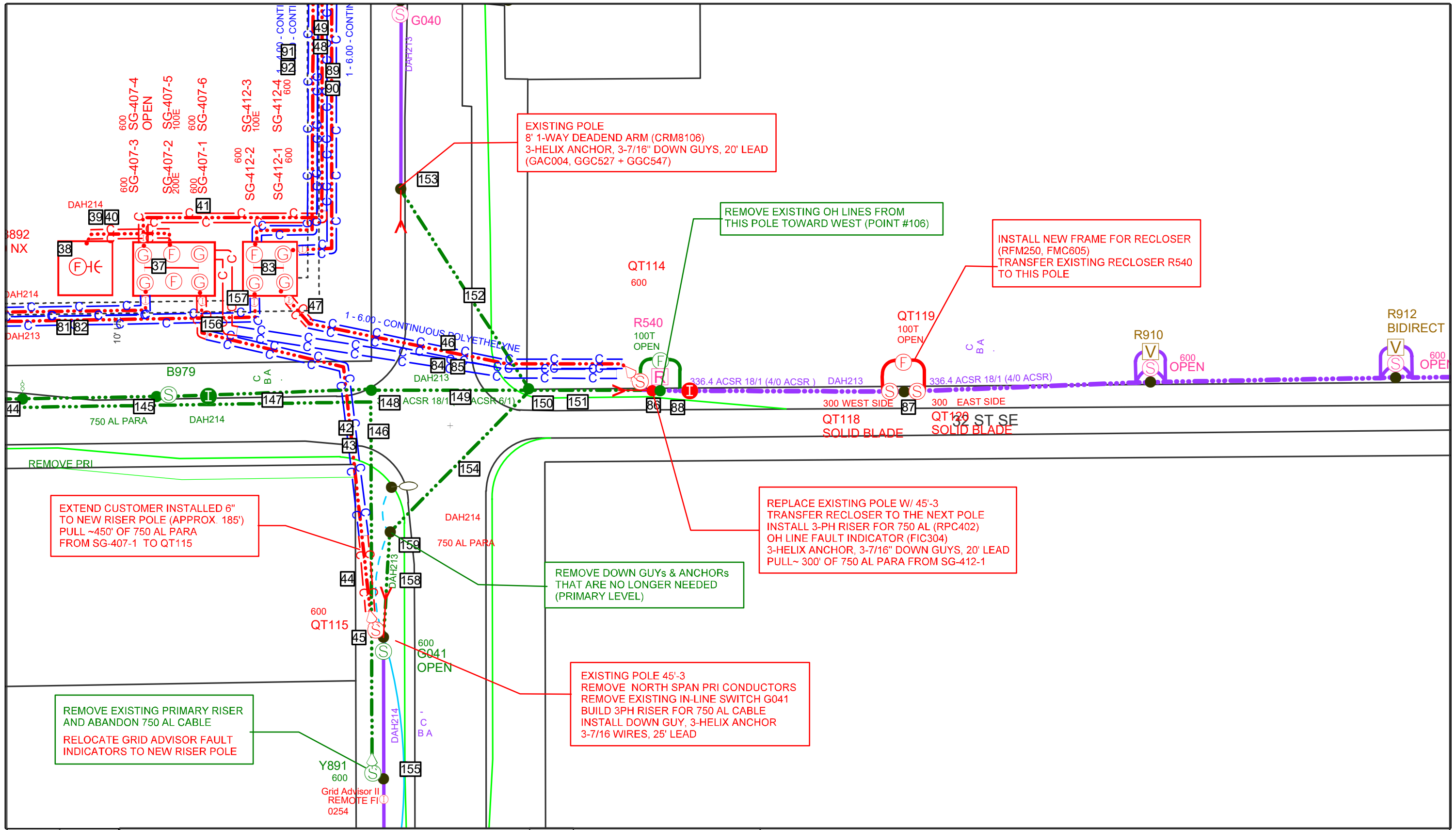
DISCLAIMER OF LIABILITY

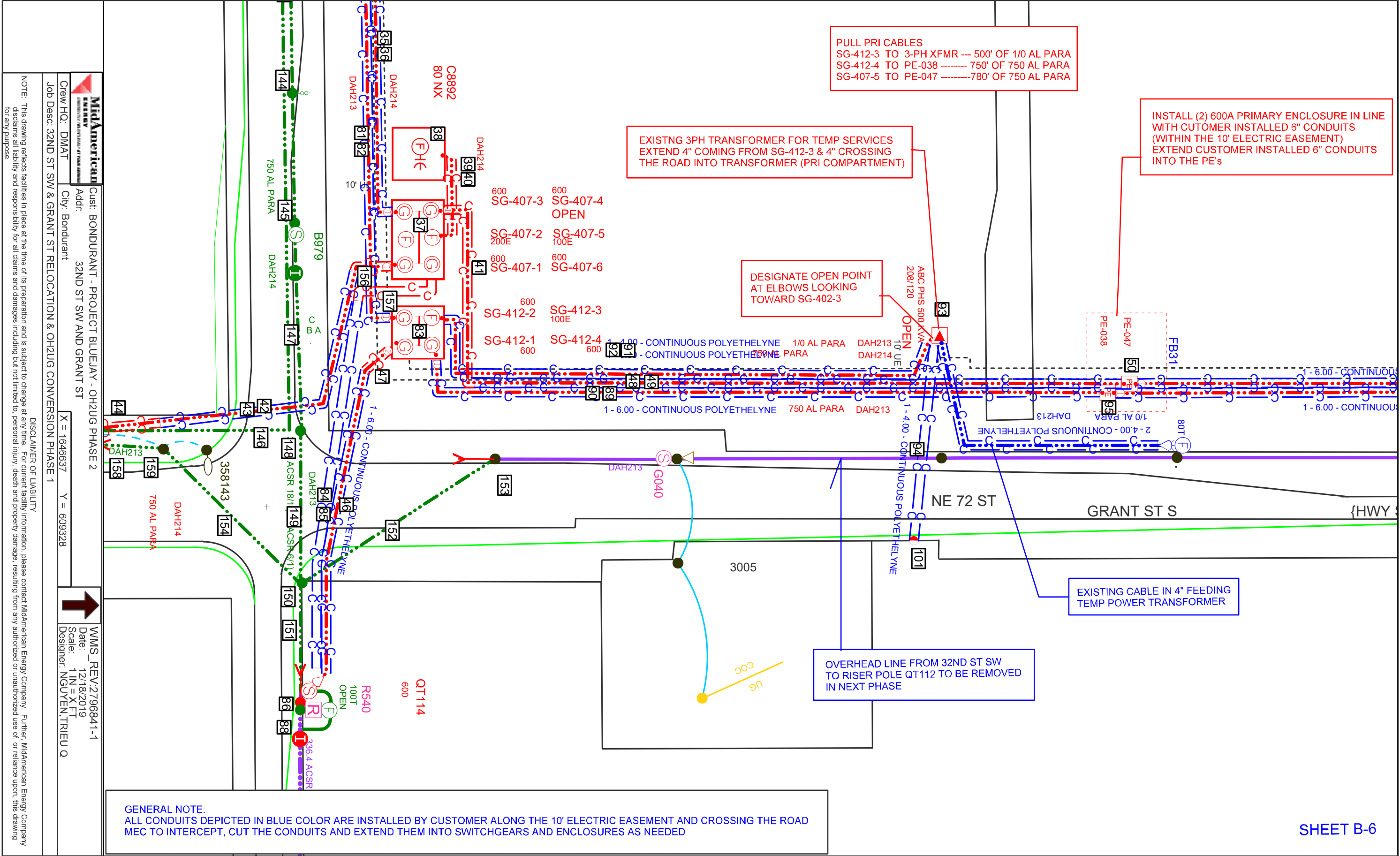
NOTE: This drawing reflects facilities in place at the time of its preparation and is subject to change at any time. For current facility information, please contact MidAmerican Energy Company. Further, MidAmerican Energy Company disclaims all liability and responsibility for all claims and damages including but not limited to, personal injury, death and property damage, resulting from any authorized or unauthorized use of, or reliance upon, this drawing for any purpose.













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

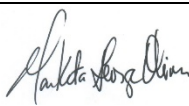
Item No. 8
For Meeting of 01.21.2020

ITEM TITLE: Consideration of Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2020A, and providing for the levy of taxes to pay the same

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

The attached resolution is related to the sale of General Obligation Corporate Purpose Bonds, Series 2020A and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same. The attached resolution authorizes taking bids and selling the bonds. There are a number of projects and equipment included in this bond, including Fire ladder truck, Highway 65 Underpass (city portion), Turn Lanes, Fire Equipment, City Hall bathrooms, AV equipment, Furniture, mowers, and Public Works vehicles.

<input checked="" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify) _____	
Funding Source _____	Debt Service _____
APPROVED FOR SUBMITTAL _____  City Administrator	

RECOMMENDATION: Approve the resolution on a roll call vote.

RESOLUTION NO. 200121-27

Resolution authorizing and approving a Loan Agreement, providing for the sale and issuance of General Obligation Corporate Purpose Bonds, Series 2020A, and providing for the levy of taxes to pay the same

WHEREAS, the City of Bondurant (the "City"), in Polk County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$2,000,000 for the purpose of paying the costs, to that extent, of (1) constructing street, water system, sanitary sewer system, sidewalk and storm water drainage improvements; (2) acquiring and installing street lighting, signage and signalization; (3) acquiring a fire truck; and (4) acquiring vehicles and equipment for the municipal public works department (the "Essential Purpose Projects"), and pursuant to law and duly published notice of the proposed action has held a hearing thereon on December 2, 2019; and

WHEREAS, the City also heretofore proposed to enter into a loan agreement (the "General Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$300,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the costs, to that extent, of (1) acquiring and installing furniture and A.V. equipment for City Hall; (2) constructing improvements at City Hall; and (3) developing municipal parks (the "General Purpose Projects" and, together with the Essential Purpose Projects, the "Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action and has held a hearing thereon, and as of December 2, 2019, no petition had been filed with the City asking that the question of entering into the General Purpose Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council has combined the Essential Purpose Loan Agreement and General Purpose Loan Agreement into a single loan agreement (the "Loan Agreement"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of \$2,135,000 General Obligation Corporate Purpose Bonds, Series 2020A (the "Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and the City Council has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal financial advisor (the "Financial Advisor") to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$2,135,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$2,135,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated February 5, 2020, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2022	\$100,000	_____ %	2028	\$205,000	_____ %
2023	\$165,000	_____ %	2029	\$210,000	_____ %
2024	\$190,000	_____ %	2030	\$215,000	_____ %
2025	\$195,000	_____ %	2031	\$225,000	_____ %
2026	\$200,000	_____ %	2032	\$230,000	_____ %
2027	\$200,000	_____ %			

Section 4. UMB BANK, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 to 2032, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2020. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but

each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA **POLK COUNTY**
CITY OF BONDURANT

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2020A

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
_____%	June 1, _____	February 5, 2020	_____

The City of Bondurant (the "City"), in Polk County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB BANK, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2020, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Corporate Purpose Bonds, Series 2020A (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of February 5, 2020 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of (1) constructing street, water system, sanitary sewer system, sidewalk and storm water drainage improvements; (2) acquiring and installing street lighting, signage and signalization; (3) acquiring a fire truck; (4) acquiring vehicles and equipment for the municipal public works department; (5) acquiring and installing furniture and A.V. equipment for City Hall; (6) constructing improvements at City Hall; and (7) developing municipal parks.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on January 21, 2020, authorizing and approving the Loan

Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 to 2032, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Bondurant, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of February 5, 2020.

CITY OF BONDURANT, IOWA

By (DO NOT SIGN)

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB BANK, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible

guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$_____) shall be retained by the Purchaser as the underwriter's discount.

The Loan Proceeds received as capitalized interest proceeds (\$_____) shall be deposited into the Debt Service Fund for payment of interest on the Bonds as the same becomes due.

A portion of the Loan Proceeds (\$_____) (the "Project Proceeds"), plus the additional proceeds (\$_____), received from the sale of the Bonds, shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$_____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2020, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2021, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$_____; and

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$_____.

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Polk County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a

principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved January 21, 2020.

Curt Sullivan, Mayor

Attest: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				



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

Item No. 9
For Meeting of 01.21.2020

ITEM TITLE: Consideration of Resolution awarding General Obligation Urban Renewal Bonds, Series 2020B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same

CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

The attached resolution is related to the sale of General Obligation Corporate Purpose Bonds, Series 2020B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same. The attached resolution authorizes taking bids and selling the bonds. The bonds are to be abated by TIF and will pay for public infrastructure improvements in the area of Project Bluejay. The City also received an \$8.5+ RISE grant to help fund these improvements.

<input checked="checked" type="checkbox"/> Resolution _____ Ordinance ____ Contract ____ Other (Specify) _____
Funding Source _____ TIF _____
APPROVED FOR SUBMITTAL _____ City Administrator

RECOMMENDATION: Approve the resolution on a roll call vote.

RESOLUTION NO. 200121-28

Resolution awarding General Obligation Urban Renewal Bonds, Series 2020B and authorizing and approving a Loan Agreement, providing for the sale and issuance of Bonds and providing for the levy of taxes to pay the same

WHEREAS, the City of Bondurant (the "City"), in Polk County, State of Iowa, proposed to enter into a loan agreement (the "Municipal Building Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed \$600,000 for the purpose of paying the costs, to that extent, of undertaking an urban renewal project in the Bondurant Urban Renewal Area (the "Urban Renewal Area") consisting of constructing improvements to City Hall (the "Municipal Building Project"); and has published notice of the proposed action and has held a hearing thereon, on September 16, 2019, and as of such date, no petition had been filed with the City asking that the question of entering into the Municipal Building Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, the City also proposed to enter into a loan agreement (the "Corporate Purpose Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$6,700,000 for the purpose of paying the costs, to that extent, of (a) constructing street, culvert, water system, sidewalk, sanitary sewer system and storm water drainage improvements; and (b) acquiring and installing street lighting, signage and signalization improvements (the "Corporate Purpose Projects" and together with the Municipal Building Project, the "Projects"), and has published notice of the proposed action and has held a hearing thereon on November 18, 2019; and

WHEREAS, in order to provide interim financing for the Projects, the City authorized and approved the issuance of a General Obligation Urban Renewal Loan Agreement Anticipation Project Note (the "Project Note") in the maximum principal amount of \$900,000, pursuant to the provisions of Section 76.13 of the Code of Iowa, in anticipation of the receipt of and payable from the proceeds (the "Loan Proceeds") of the Loan Agreements; and

WHEREAS, pursuant to Section 384.28 of the Code of Iowa, the City Council has combined the Municipal Building Loan Agreement and Corporate Purpose Loan Agreement into a single loan agreement (the "Loan Agreement"); and

WHEREAS, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of General Obligation Urban Renewal Bonds, Series 2020B (the "Bonds") to be issued in evidence of the obligation of the City under the Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by PFM Financial Advisors LLC, as municipal financial advisor (the "Financial Advisor") to the City; and

WHEREAS, pursuant to advertisement of sale, bids for the purchase of the Bonds to be issued in evidence of the City's obligation under the Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects, including the refunding of the Project Note; and

WHEREAS, upon final consideration of all bids, the bid of _____, _____ (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

WHEREAS, it is now necessary to make final provision for the approval of the Loan Agreement and to authorize the issuance of the Bonds;

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

Section 1. The form of agreement of sale of the Bonds with the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to accept and execute the same for and on behalf of the City.

Section 2. The City shall enter into the Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of \$7,045,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Loan Agreement on behalf of the City, and the Loan Agreement is hereby approved.

Section 3. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Bonds, in the aggregate principal amount of \$7,045,000, are hereby authorized to be issued in evidence of the City's obligations under the Loan Agreement. The Bonds shall be dated February 5, 2020, shall be issued in the denomination of \$5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate Per Annum</u>
2022	\$100,000	_____ %	2029	\$580,000	_____ %
2023	\$510,000	_____ %	2030	\$595,000	_____ %
2024	\$520,000	_____ %	2031	\$610,000	_____ %
2025	\$530,000	_____ %	2032	\$630,000	_____ %
2026	\$540,000	_____ %	2033	\$645,000	_____ %
2027	\$555,000	_____ %	2034	\$665,000	_____ %
2028	\$565,000	_____ %			

Section 4. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 to 2034, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption

and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2020. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 5. Notwithstanding anything above to the contrary, the Bonds shall be issued initially as Depository Bonds, with one fully registered Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Bonds in the form of fully registered certificates, in authorized denominations of \$5,000 or integral multiples of \$5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Bonds.

Ownership interests in the Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Bonds as nominees will not receive certificated Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Bonds acquired. Transfers of ownership interests in the Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 6. The Bonds shall be in substantially the following form:

(Form of Bond)

UNITED STATES OF AMERICA
STATE OF IOWA **POLK COUNTY**
CITY OF BONDURANT

GENERAL OBLIGATION URBAN RENEWAL BOND, SERIES 2020B

No. _____ \$ _____

RATE	MATURITY DATE	BOND DATE	CUSIP
____%	June 1, _____	February 5, 2020	_____

The City of Bondurant (the "City"), in Polk County, State of Iowa, for value received, promises to pay on the maturity date of this Bond to

Cede & Co.
New York, New York

or registered assigns, the principal sum of

THOUSAND DOLLARS

in lawful money of the United States of America upon presentation and surrender of this Bond at the office of UMB Bank, n.a., West Des Moines, Iowa (hereinafter referred to as the "Registrar" or the "Paying Agent"), with interest on said sum, until paid, at the rate per annum specified above from the date of this Bond, or from the most recent interest payment date on which interest has been paid, on June 1 and December 1 of each year, commencing December 1, 2020, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond is payable to the registered owner appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date, and shall be paid to the registered owner at the address shown on such registration books. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Registrar.

This Bond is one of a series of General Obligation Urban Renewal Bonds, Series 2020B (the "Bonds") issued by the City to evidence its obligation under a certain loan agreement, dated as of February 5, 2020 (the "Loan Agreement"), entered into by the City for the purpose of paying the cost, to that extent, of (1) undertaking an urban renewal project in the Bondurant Urban Renewal Area consisting of constructing improvements to City Hall; (2) constructing street, culvert, water system, sidewalk, sanitary sewer system and storm water drainage improvements; and (3) acquiring and installing street lighting, signage and signalization improvements.

The Bonds are issued pursuant to and in strict compliance with the provisions of Chapters 76 and 384 of the Code of Iowa, 2019, and all other laws amendatory thereof and supplemental thereto, and in conformity with a resolution of the City Council, adopted on January 21, 2020, authorizing and approving the Loan Agreement and providing for the issuance and securing the payment of the Bonds (the "Resolution"), and

reference is hereby made to the Resolution and the Loan Agreement for a more complete statement as to the source of payment of the Bonds and the rights of the owners of the Bonds.

The City reserves the right to optionally prepay part or all of the principal of the Bonds maturing in the years 2029 to 2034, inclusive, prior to and in any order of maturity on June 1, 2028, or on any date thereafter upon terms of par and accrued interest. If less than all of the Bonds of any like maturity are to be redeemed, the particular part of those Bonds to be redeemed shall be selected by the Registrar by lot. The Bonds may be called in part in one or more units of \$5,000.

If less than the entire principal amount of any Bond in a denomination of more than \$5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Bond, a new Bond or Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Bond. Notice of such redemption as aforesaid identifying the Bond or Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. All of such Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

This Bond is fully negotiable but shall be fully registered as to both principal and interest in the name of the owner on the books of the City in the office of the Registrar, after which no transfer shall be valid unless made on said books and then only upon presentation of this Bond to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form hereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City, the Registrar and the Paying Agent may deem and treat the registered owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and the City, the Registrar and the Paying Agent shall not be affected by any notice to the contrary.

And It Is Hereby Certified and Recited that all acts, conditions and things required by the laws and Constitution of the State of Iowa, to exist, to be had, to be done or to be performed precedent to and in the issue of this Bond were and have been properly existent, had, done and performed in regular and due form and time; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the City for the payment of the principal of and interest on this Bond as the same will respectively become due; and that the total indebtedness of the City, including this Bond, does not exceed any constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the City of Bondurant, Iowa, by its City Council, has caused this Bond to be executed with the duly authorized facsimile signature of its Mayor and attested with the duly authorized facsimile signature of its City Clerk, as of February 5, 2020.

CITY OF BONDURANT, IOWA

By (DO NOT SIGN) _____

Mayor

Attest:

(DO NOT SIGN)

City Clerk

Registration Date: (Registration Date)

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

UMB Bank, n.a.
West Des Moines, Iowa
Registrar

By (Authorized Signature)
Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common	UTMA	_____
TEN ENT	-	as tenants by the entireties		(Custodian)
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common	As Custodian for	_____
				(Minor)
			under Uniform Transfers to Minors Act	_____
				(State)

Additional abbreviations may also be used though not in the list above.

ASSIGNMENT

For valuable consideration, receipt of which is hereby acknowledged, the undersigned assigns this Bond to

(Please print or type name and address of Assignee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

and does hereby irrevocably appoint _____, Attorney, to transfer this Bond on the books kept for registration thereof with full power of substitution.

Dated: _____

Signature guaranteed:

(Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.)

NOTICE: The signature to this Assignment must correspond with the name of the registered owner as it appears on this Bond in every particular, without alteration or enlargement or any change whatever.

Section 7. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the Loan Proceeds, including original issue premium, and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds (\$_____) shall be retained by the Purchaser as underwriter's discount.

A portion of the Loan Proceeds (\$_____) shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that any such proceeds (the "Project Proceeds") remain after the full payment of the costs of the Projects, such Project Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

A portion of the Loan Proceeds (\$_____) (the "Cost of Issuance Proceeds"), received from the sale of the Bonds shall be used for the payment of costs of issuance of the Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Bonds.

The remainder of the Loan Proceeds (\$_____) (the "Additional Proceeds") shall be used for any lawful purpose of the City consistent with this resolution.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 8. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2020, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2021, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2022, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2023, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2024, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of \$_____;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of \$_____; and

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of \$_____.

Section 9. A certified copy of this resolution shall be filed with the County Auditor of Polk County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 8 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City has authorized the Projects as urban renewal projects to be undertaken within the Urban Renewal Area. The City Council hereby declares its intention to use incremental property tax revenues from the Urban Renewal Area for the payment of principal of and interest on the Bonds attributable to the costs of the Projects.

Section 10. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 11. It is the intention of the City that interest on the Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with

the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 12. It is the intention of the City that the interest on the Bonds be and remain exempt from the taxes imposed by Division II (Personal Net Income Tax) and Division III (Business Tax on Corporations) of Chapter 422 of the Code of Iowa, as amended. The City hereby declares that the Bonds are being issued solely for the urban renewal purposes of the City pursuant to the authority granted in Section 403.12 of the Code of Iowa and under the urban renewal plan for the Urban Renewal Area. Furthermore, the City covenants to use the proceeds from the issuance of the Bonds strictly for the carrying out of urban renewal projects in the Urban Renewal Area as set forth in the preamble hereof.

Section 13. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of \$1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 14. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 15. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved January 21, 2020.

Curt Sullivan, Mayor

Attest: I, Craig Marshman, Interim 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.

Craig Marshman, Interim City Clerk

Council Action	Ayes	Nays	Abstain	Absent
Cox				
Elrod				
Enos				
McKenzie				
Peffer				