

Posting Date: December 27, 2019

*Please note that this meeting will be held at the Bondurant Community Library.

**NOTICE OF A SPECIAL MEETING
BONDURANT CITY COUNCIL
DECEMBER 30, 2019**

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council will be held at 5:00 p.m. on Monday, December 30, 2019, 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. Abstentions declared
4. Perfecting and Approval of the Agenda
5. **RESOLUTION NO. 191230-199**– 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 (Chateau and MPP properties)
6. **Closed Session** – Pursuant to Iowa Code 21.5.1(c) potential or pending litigation
7. **RESOLUTION NO. 191230-200**– Resolution approving agreement with MPP Partners LLC for public improvements and signage
8. Adjournment

City Council Meetings:

- Regular Session, January 6, 2020
- Regular Session, January 21, 2020
- Strategic Planning Session, January 25, 2020

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.



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

Item No. 5
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 (Chateau and MPP properties)

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="" 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.

RESOLUTION NO. 191230-199

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 (Chateau
and MPP properties)

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>Parcel No.</u>	<u>Property Owner</u>	<u>Property Interests</u>	<u>Compensation</u>
9, 10	Chateau at Bondurant Homeowners Association	Temporary Easement TOTAL	<u>\$3,340.00</u> \$3,340.00
13	MPP Partners, LLC	Fee Title Permanent Easement Temporary Easement TOTAL	\$32,180.00 \$1,435.00 <u>\$1,100.00</u> \$34,715.00

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 this 30th day of December, 2019

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				
Peffer				
Enos				
Keeler				
Elrod				



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

Item No. 7
For Meeting of 12.30.2019

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


CONTACT PERSON: Marketa Oliver, City Administrator

SUMMARY EXPLANATION:

The development agreement sets out 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. This agreement combines with the Right-of-way acquisition agreement to facilitate the relation. The agreement lays 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 will have 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).

<input 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 191230-200

RESOLUTION APPROVING 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 the agreement to set forth responsibilities related to future development; AND

WHEREAS, the City's responsibilities 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.

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

Passed this 30th day of December, 2019

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				
Peffer				
Enos				
Keeler				
Elrod				

**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 northeaster 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 at an agreed to compensation rate per square foot of \$1.25 for fee title, \$0.625 per square foot for permanent easement interest and \$0.125 per square foot per 12 month period for temporary easement interests.

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.

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. This Agreement, and each and every obligation and responsibility, shall be binding on each party its successors and assigns for a period of three (3) years following the date of the City's acceptance of the public infrastructure improvements associated with the construction of Shiloh Rose Parkway. If the northeasterly portion of the property at 2340 Hubbell Avenue SW is not divided and sold within a three (3) year period the obligations under this Agreement as to both the City and MPP are null and void.

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 _____

ATTEST:

By _____
City Clerk

State of _____)

County of _____) ss.

On this ____ day of _____,
20__, before me, a Notary Public, in and
for said State and county, personally
appeared _____
(signatory name), to me personally known,
who being by me duly sworn or affirmed,
did say that that person is
_____(official title)
of said _____
(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 _____
(signatory name) acknowledged the
execution of said instrument to be the
voluntary act and deed of said limited
liability company by it voluntarily executed.

Notary Signature

Notary Public in the state of _____